

## AGENDA ITEM SUMMARY

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**TO:** Mayor Bennett and Council  
**FROM:** Jared Cobb, City Administrator  
**DATE:** January 3, 2020  
**SUBJECT:** Property Surveys

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

**SUMMARY:**

Boundary and topographical surveys are required to develop construction drawings and specifications for the Rolling Rock Park Improvements, Cannon Street Festival Area, and Paul Fisher Park Improvements. The City Engineer will provide a cost estimate at the preceding Work Session.

**FISCAL IMPACT:**

Budget authority is available in the Parks and Recreation Budget.

**COURSES OF ACTION:**

1. Motion to approve the property surveys in an amount not to exceed \_\_\_\_\_.
2. No action.

**RECOMMENDATION:**

Motion to approve the property surveys in an amount not to exceed \_\_\_\_\_.

**ATTACHMENTS:**

None.



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

January 7, 2020

## **ENGINEERING SCOPE OF SERVICES**

To: Jared Cobb, City Administrator – City of Lowell

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From: Matt Wadlington, Principal – Civil West Engineering Services, Inc.

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RE: **City of Lowell: Rolling Rock Park, Paul Fisher Park and Roadway Survey**  
Civil West Project Number: TBD

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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 numerous potential City park, City Hall, and roadway improvements.

### **Background Summary**

The City of Lowell is looking into the development of its downtown area. One of the first phases of this endeavor is to generate an accurate survey and drawing of the existing conditions so that the proposed improvements can be planned.

### **Goal for the Project**

Upon completion, an autocad drawing of the identified area will be provided to the City, along with a pdf version of the results of the survey.

### **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.

### **Paul Fisher Park and Roadway – 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 – Data Acquisition** – Under this task, we will coordinate with the utility locate services to schedule utility locates in the survey area. We will look to collect existing utility information, historic survey information and benchmarks, and other background data pertinent to the survey area.

**Task 3 – Survey** – We will survey the project area as presented in the attached map to provide a topographical survey to delineate utilities, vegetation, curbs, sidewalks, roads, fences, boundary lines and other information. All boundary information will be presented per record.

**Task 4 – Preparation of Project Drawings** – Under this task, our team will prepare a detailed and scaled exhibit of the survey information. Drawing will be made available in AutoCad drawing format (dwg) and pdf. Hard copies can be made available if requested.

**Task 5 – Reimbursables** – 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, site visits, and other travel related to this project.
  - b. Equipment costs – This item includes any fees associated with specialized equipment usage.
  - c. 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:

<b>Task</b>	<b>Summary of Proposed Engineering Budget:</b>	<b>Budget</b>
1	Project Management & Administrative Services	\$660.00
2	Data Acquisition	\$1,348.00
3	Survey	\$7,080.00
4	Preparation of Project Drawings	\$2,356.00
5	Reimbursables	\$2,400.00
Total Proposed Budget		\$13,844.00

The above budget is considered as a fixed fee for the scope of work described and will be billed on a percent complete basis to a maximum.

## **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: early February 2020
2. Data Collection and Locate coordination: early February 2020
3. Field work completed: late-February 2020
4. Survey Drawing available to City: late February 2020

The schedule shown above is preliminary in nature and may vary depending on a number of issues. This schedule can be modified to meet 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 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

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Authorized Representative Signature Accepting Scope of Services

Date

Project Boundary Exhibit



**AGENDA ITEM SUMMARY**

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**TO:** Mayor Bennett and Council  
**FROM:** Jared Cobb, City Administrator  
**DATE:** December 29, 2019  
**SUBJECT:** Resolution 730 – Budget Transfers and  
Appropriation Changes

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

**SUMMARY:**

FY 2020 Budget requires a transfer of appropriations to the Community Development program of the General Fund. The City has issued more building and zoning permits than anticipated and funding for the Downtown MP was not carried over to FY 2020; Resolution 730 authorizes a transfer of appropriations from the Contingency appropriation to the Community Development appropriation.

**FISCAL IMPACT:**

The transfers and appropriation changes are between expenditures categories within the same fund or between funds; the net impact on total appropriations is zero.

**COURSES OF ACTION:**

1. Motion to approve Resolution 730 as presented
2. Motion to approve Resolution 730 as amended.

**RECOMMENDATION:**

Motion to approve Resolution 730 as presented.

**ATTACHMENTS:**

1. Resolution 730 - Budget Transfers and Appropriation Changes for FY 2020

**CITY OF LOWELL, OREGON**

**RESOLUTION 730**

**A RESOLUTION PROVIDING FOR BUDGET TRANSFERS AND MAKING APPROPRIATION  
CHANGES FOR FY 2019-2020**

**WHEREAS**, the City of Lowell’s 2019-2020 Budget is in need of adjusting various, funds, departments, organizational units and category of expense accounts for additional appropriation authority; and

**WHEREAS**, under the provisions of Oregon Budget Law, fund units and accounts are required to reflect sufficient authorized appropriations; and

**WHEREAS**, appropriation authority may be made by transfers of appropriation within organizational units, transfers within categories of expense and/or transfers of contingency appropriations within a specific fund when authorized by official resolution of the governing body as provided by ORS 294.463; and

**WHEREAS**, additional appropriation authority for expenditures may be made by transfer of contingency appropriations or other appropriations within a specific fund when authorized by official resolution of the governing body as provided by Oregon Local Budget Law, now therefore,

**BE IT RESOLVED**, that such transfers of categories of expense, organizational units, and contingency appropriations to fund expenditures within each fund account as set forth in Attachment A and providing expenditure authority is hereby increased and appropriated. The net effect of such appropriation transfers is zero.

Adopted by the City Council of the City of Lowell, this 7<sup>th</sup> day of January 2020.

Yea: \_\_\_\_\_

Nay: \_\_\_\_\_

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

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

**Attachment A**  
**Providing for Budget Transfers and Appropriation Changes for FY 2019-2020**

	<b>Original &amp; Amended Budget</b>	<b>Changes</b>	<b>Adjusted Budget</b>
<b>General Fund (110)</b>			
Administration	182,987	0	182,987
Parks and Recreation	851,891	0	851,891
Police	35,561	0	35,561
Community Development	68,327	30,000	98,327
Library	339,929	0	339,929
Code Enforcement	14,738	0	14,738
Tourism	11,350	0	11,350
Municipal Court	14,170	0	14,170
Nondepartmental			
Debt Service	32,269	0	32,269
Interfund Transfers	6,000	0	6,000
Contingency	55,502	(30,000)	25,502
<b>Total</b>	<b>1,612,725</b>	<b>0</b>	<b>1,612,725</b>

**Purpose:** To cover unanticipated building and planning permits and grant funds not carried over from the prior fiscal year. The net effect of the transfers is zero.



CITY OF LOWELL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS &amp; SERVICES</u>					
110-430-6118 POLICE SERVICES	.00	11,718.00	30,561.00	18,843.00	38.3
110-430-6334 NON-CAPITALIZED ASSETS	.00	.00	5,000.00	5,000.00	.0
TOTAL MATERIALS & SERVICES	.00	11,718.00	35,561.00	23,843.00	33.0
TOTAL POLICE	.00	11,718.00	35,561.00	23,843.00	33.0
 <u>COMMUNITY DEVELOPMENT</u>					
<u>PERSONAL SERVICES</u>					
110-440-5110 CITY ADMINISTRATOR	346.66	2,253.29	4,325.00	2,071.71	52.1
110-440-5112 FINANCE CLERK	.00	.00	.00	.00	.0
110-440-5114 CITY CLERK	220.24	1,426.32	2,577.00	1,150.68	55.4
110-440-5220 OVERTIME	2.86	14.29	97.00	82.71	14.7
110-440-5315 SOCIAL SECURITY/MEDICARE	43.60	282.65	628.00	345.35	45.0
110-440-5320 WORKER'S COMP	.17	36.26	14.00	( 22.26)	259.0
110-440-5350 UNEMPLOYMENT	.00	.00	508.00	508.00	.0
110-440-5410 HEALTH INSURANCE	100.53	849.75	1,314.00	464.25	64.7
110-440-5450 PUBLIC EMPLOYEES RETIREMENT	98.22	636.76	1,207.00	570.24	52.8
TOTAL PERSONAL SERVICES	812.28	5,499.32	10,670.00	5,170.68	51.5
 <u>MATERIALS &amp; SERVICES</u>					
110-440-6116 ENGINEERING SERVICES	940.76	6,008.26	500.00	( 5,508.26)	1201.7
110-440-6128 OTHER CONTRACT SERVICES	.00	18,092.22	10,000.00	( 8,092.22)	180.9
110-440-6220 PUBLICATIONS, PRINTING & DUES	.00	.00	100.00	100.00	.0
110-440-6226 POSTAGE	.00	.00	250.00	250.00	.0
110-440-6240 TRAVEL & TRAINING	.00	.00	500.00	500.00	.0
110-440-6290 MISCELLANEOUS	.00	.00	250.00	250.00	.0
110-440-6522 LAND USE & DEVELOPMENT COSTS	6,486.28	11,382.26	10,125.00	( 1,257.26)	112.4
110-440-6524 BUILDING PERMIT COSTS	6,286.54	23,923.98	31,282.00	7,358.02	76.5
110-440-6525 ELECTRICAL PERMIT COSTS	384.00	3,856.71	4,650.00	793.29	82.9
TOTAL MATERIALS & SERVICES	14,097.58	63,263.43	57,657.00	( 5,606.43)	109.7
TOTAL COMMUNITY DEVELOPMENT	14,909.86	68,762.75	68,327.00	( 435.75)	100.6
 <u>LIBRARY</u>					

**AGENDA ITEM SUMMARY**

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**TO:** Mayor Bennett and Council  
**FROM:** Jared Cobb, City Administrator  
**DATE:** January 3, 2020  
**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 Lakeview Avenue from Pioneer Street to Moss Street. The grant agreement has been received. A copy of the agreement is attached for review and consideration by the City Council.

**FISCAL IMPACT:**

The estimated match of \$42,101 is included in the FY 2019/20 Street Fund budget.

**COURSES OF ACTION:**

1. Motion to approve the 2020 Small City Allotment Agreement and authorize the Mayor and Council President to sign the agreement.
2. No action.

**RECOMMENDATION:**

Motion to approve the 2020 Small City Allotment Agreement and authorize the Mayor and Council President to sign the agreement.

**ATTACHMENTS:**

1. 2020 Small City Allotment Agreement

**GRANT AGREEMENT**  
**OREGON DEPARTMENT OF TRANSPORTATION**  
**2020 SMALL CITY ALLOTMENT (SCA) PROGRAM**  
**Lakeview Avenue Rehabilitation Project**  
**City of Lowell**

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and City of Lowell, acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall end two (2) years after the Effective Date (the “Availability Termination Date”).
- 2. Agreement Documents.** This Agreement consists of this document and the following documents:
  - a. Exhibit A: Project Description**
  - b. Exhibit B: Recipient Requirements**
  - c. Exhibit C: Subagreement Insurance Requirements**
  - d. Exhibit D: Documentation provided by Recipient prior to execution of the Agreement (i.e. application, Part 1 of the Project Prospectus, or similar)**

Exhibits A, B and C are attached to this Agreement. Exhibit D is incorporated by reference. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C; Exhibit D.

- 3. Project Cost; Grant Funds.** The total estimated Project cost is \$141,101. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$100,000 (the “Grant Funds”). Recipient will be responsible for all Project costs not covered by the Grant Funds.
- 4. Project.**
  - a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the “Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to Section 4(c).

**b. Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“Eligible Costs”).

**i.** Eligible Costs are actual costs of Recipient to the extent those costs are:

- (A) reasonable, necessary and directly used for the Project;
- (B) permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and
- (C) eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.

**ii.** Eligible Costs do NOT include:

- (A) operating and working capital or operating expenditures charged to the Project by Recipient;
- (B) loans or grants to be made to third parties;
- (C) any expenditures incurred before the Effective Date or after the Availability Termination Date; or
- (D) costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;
- (E) right of way costs; or
- (F) costs to adjust, reconstruct or relocate utilities.

**c. Project Change Procedures.**

- i.** If Recipient anticipates a change in scope or Availability Termination Date, Recipient shall submit a written request to their ODOT Contact. The request for change must be submitted before the change occurs.
- ii.** Recipient shall not proceed with any changes to scope or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT’s approval of a Recipient’s request for change. A request for change may be rejected at the sole discretion of ODOT.

## **5. Reimbursement Process.**

- a.** ODOT shall reimburse Recipient for Eligible Costs up to the Grant Fund amount provided in Section 3. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT’s receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors,

consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement.

- b.** On or after the Effective Date, and upon written request by Recipient, ODOT may advance to Recipient 50% of the Grant Funds to the Recipient.
- c.** Each reimbursement request shall be submitted on letterhead to the ODOT Contact and include the Agreement number, the start and end date of the billing period, and itemize all expenses for which reimbursement is claimed. Upon request by ODOT, Recipient shall provide to ODOT proof of payment and backup documentation supporting Recipient's reimbursement requests.
- d.** Recipient shall, no later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs earlier, submit a final reimbursement request 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 the Project or the Grant Funds, whichever is less. Failure to submit the final request for reimbursement within ninety (90) days could result in non-payment.
- e.** For any Project element described in Exhibit A, or required by law that is not constructed under this Agreement, ODOT may withhold payment until the work is completed or may reduce the final reimbursement request amount, at ODOT's discretion, in an amount commensurate with the work not performed.
- f.** Upon ODOT's receipt of the final reimbursement request, ODOT will conduct a final on-site review of the Project. ODOT will withhold payment of the final reimbursement request until the ODOT Contact, or designee, has completed the final review and accepted the Project as complete.
- g.** ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i.** ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii.** Recipient is in compliance with the terms of this Agreement.
  - iii.** Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- h.** Recovery of Grant Funds. Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to ODOT. Recipient shall return all Misexpended Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.

**6. Representations and Warranties of Recipient.** Recipient represents and warrants to ODOT as follows:

- a. Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- e. Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

**7. Records Maintenance and Access; Audit.**

- a. Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors

complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the “Secretary”) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.

- b. Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.
- c. Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 7 shall survive any expiration or termination of this Agreement.

## **8. Recipient Subagreements and Procurements**

- a. Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, “subagreements”) for performance of the Project.
  - i.** All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii.** Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third party beneficiary of Recipient’s subagreement with the Contractor and to name ODOT as an additional or “dual” obligee on contractors’ payment and performance bonds.
  - iii.** Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT’s request at any time. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Subagreement indemnity; insurance.**

*Recipient’s subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees 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, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.*

- i. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT 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 may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's subrecipient is prohibited from defending the State, or that Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.
- ii. If the Project or Project work is on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- iii. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.
- iv. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
- c. Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, ensuring that:

  - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
  - ii. all procurement transactions are conducted in a manner providing full and open competition.
- d. Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.



## 9. Termination

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
  - i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
  - ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
  - iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
  - iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
  - v. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - vi. If the Project would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

## 10. GENERAL PROVISIONS

- a. **Indemnity.** RECIPIENT SHALL INDEMNIFY AND DEFEND ODOT AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF, OR RELATING TO THE INTENTIONAL MISCONDUCT, OR RECKLESS OR NEGLIGENT ACTS OR

**OMISSIONS OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.**

ODOT shall reasonably cooperate in good faith, at Recipient's reasonable expense, in the defense of a covered claim. Recipient shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by Recipient. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, ODOT, its officers, employees or agents. ODOT may elect to assume its own defense with an attorney of its own choice and its own expense at any time ODOT determines important governmental interests are at stake. ODOT agrees to promptly provide Recipient with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Recipient may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of ODOT, which consent shall not be unreasonably withheld, conditioned or delayed.

**b. Contribution.**

- i.** 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 ODOT or Recipient 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.
- ii.** With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT 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 Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient 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 ODOT on the one hand and of Recipient 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. ODOT'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 ODOT had sole liability in the proceeding.
- iii.** With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient 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 ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT 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 Recipient on the one hand and of ODOT 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. Recipient'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.
- c. **Dispute Resolution.** 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.
  - d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
  - e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
  - f. **No Third Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
  - g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10(g). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
  - h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this

Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- i. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient 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.
- j. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services 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. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes 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. The delay or failure of either party to enforce any provision of this Agreement shall not constitute

ODOT/City of Lowell  
Agreement No. 33914

a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**SIGNATURE PAGE TO FOLLOW**

ODOT/City of Lowell  
Agreement No. 33914

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

The Project was approved on October 18, 2019 by the Program Implementation and Analysis Manager.

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

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

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

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

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

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

By \_\_\_\_\_  
Program Implementation and Analysis Unit  
Manager

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Small City Allotment Program Manager

Date \_\_\_\_\_

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

Date \_\_\_\_\_

**ODOT Contact:**  
Shelly White Robinson  
3700 SW Philomath Blvd  
Corvallis, OR 97333  
541-757-4199  
Shelly.white-robinson@odot.state.or.us

## **EXHIBIT A**

### **Project Description**

**Agreement No. 33914**

#### **Lakeview Avenue Rehabilitation Project**

##### **PROJECT DESCRIPTION**

Project will grind and overlay Lakeview Avenue from Pioneer Street approximately 180 feet west; full removal and replacement of pavement will begin at approximately 180 feet west of Pioneer Street to Moss Street.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Section V.

Lakeview Avenue is part of the city street system under the jurisdiction and control of Recipient.

## **EXHIBIT B**

### **Recipient Requirements**

- I.** Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
- II.** Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.
- III.** Recipient shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of the Project is defined as seven (7) years from its completion date (the "Project Useful Life"). For any portion of the Project that is not within ODOT's or Recipient's jurisdiction (the "County Portion"), Recipient shall enter into a maintenance agreement with the county having jurisdiction over the County Portion (the "Maintenance Agreement"). The Maintenance Agreement must designate the entity that will maintain the County Portion for the Project Useful Life. No Grant Funds will be disbursed until ODOT receives an executed copy of the Maintenance Agreement. This paragraph shall survive any expiration of this Agreement.
- IV.** Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.
- V. 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.** Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
    - ii.** Recipient 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, pedestrian-activated signals meet current ODOT Highway Design Manual standards;

- iii. Recipient shall follow ODOT’s processes for design, construction, or alteration 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;
- iv. At Project completion, Recipient 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 or altered 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:

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

- v. Recipient 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 before acceptance of Project by Recipient and before release of any Recipient contractor.
  - vi. Recipient 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. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days before the start of construction.
- b. Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient 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. Recipient may follow its own processes or may use ODOT’s processes for design, construction, or alteration 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:

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

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient’s use and convenience.

- iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient 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. Recipient 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. Recipient 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.
- c. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:
- i. Pedestrian access is maintained as required by the ADA,
  - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
  - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
  - 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 VI shall survive termination of this Agreement.

## **VI. Work Performed within ODOT's Right of Way**

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. 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, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- c. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.

- d.** Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

## **VII. GENERAL STANDARDS**

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

## **EXHIBIT C**

### **Subagreement Insurance Requirements**

#### **GENERAL.**

If project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODOT. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which the Recipient is a Party.

The insurance specified below is a minimum requirement that the contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.

Recipient shall require the contractor(s) to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

#### **TYPES AND AMOUNTS.**

**i. WORKERS COMPENSATION.**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer’s Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

**ii. COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

**iii. AUTOMOBILE Liability Insurance: Automobile Liability.**

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

**iv. ADDITIONAL INSURED.**

The Commercial General Liability Insurance and Automobile Liability Insurance must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**v. "TAIL" COVERAGE.**

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**vi. NOTICE OF CANCELLATION OR CHANGE.**

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**vii. CERTIFICATE(S) OF INSURANCE.**

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

**The Recipient shall immediately notify ODOT of any change in insurance coverage.**

## AGENDA ITEM SUMMARY

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**TO:** Mayor Bennett and Council  
**FROM:** Jared Cobb, City Administrator  
**DATE:** December 30, 2019  
**SUBJECT:** Committee Appointments

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

### **SUMMARY:**

Each year the City Council has open positions to fill on the City's standing committees. The City advertised a call for volunteers for a minimum of (30) days. Attached is an overview of each committee, along with the list of open positions and applicants.

### **FISCAL IMPACT:**

None.

### **COURSES OF ACTION:**

A motion should be made to approve the appointments for each position to the individual board, commission, or committee.

Sample Motion:

"I make a motion to appoint Don Bennett for Position 1 and Jim Burford for Position 2 to the Budget Committee."

### **RECOMMENDATION:**

A motion should be made to approve the appointments for each position to the individual board, commission, or committee as described in the sample motion above.

### **ATTACHMENTS:**

1. 2020 City Council Appointments – Boards, Commissions, and Committees

**AGENDA ITEM SUMMARY**

---

**TO:** Mayor Bennett and Council  
**FROM:** Jared Cobb, City Administrator  
**DATE:** December 30, 2019  
**SUBJECT:** Committee Appointments

- DISCUSSION**
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**SUMMARY:**

Each year the City Council has open positions to fill on the City’s standing committees. The City advertised a call for volunteers for a minimum of (30) days. Attached is an overview of each committee, along with the list of open positions and applicants.

**FISCAL IMPACT:**

None.

**COURSES OF ACTION:**

A motion should be made to approve the appointments for each position to the individual board, commission, or committee.

Sample Motion:

“I make a motion to appoint Don Bennett for Position 1 and Jim Burford for Position 2 to the Budget Committee.”

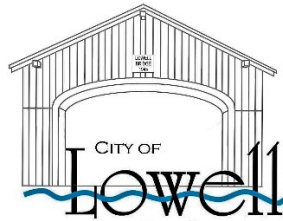
**RECOMMENDATION:**

A motion should be made to approve the appointments for each position to the individual board, commission, or committee as described in the sample motion above.

**ATTACHMENTS:**

1. 2020 City Council Appointments – Boards, Commissions, and Committees





## **2020 City Council Appointments** Boards, Commissions, and Committees

Each year the City Council has open positions to fill on the City's standing committees. The following document provides an overview of the membership, terms, powers and duties, and reporting requirements for each committee. A list of open positions, terms, and prospective applicants is also provided to assist the City Council with the selection of new members.

**NOTE:** Applicants with an asterisk (\*) currently serve on the board.

## **Budget Committee**

Membership: The Budget Committee shall consist of the members of the governing body and a number, equal to the number of members of the governing body, of electors of the municipal corporation appointed by the governing body.

Term of Office: Members of the Budget Committee shall serve a term of three years. The terms shall be staggered so that, as near as practicable, one-third of the terms of the appointive members end each year.

Powers and Duties: The Budget Committee shall have the powers and duties which are assigned by state law or city charter. This includes, but is not limited to, review and approval of the annual budget and property tax rates.

Reporting: No report is required.

<b>Position</b>	<b>Name</b>	<b>Term Expires</b>
1	Don Bennett	December 31, 2022
2	Patricia-Jo Angelini	December 31, 2020
3	Samantha Dragt	December 31, 2020
4	Tim Stratis	December 31, 2022
5	Gail Harris	December 31, 2020
6	Bill George	December 31, 2020
7	Lon Dragt	December 31, 2021
8	John Myers	December 31, 2021
9		December 31, 2022
10		December 31, 2022
<b>Applicants:</b> Maureen Weathers*		

## **Planning Commission**

Membership: The Planning Commission shall consist of five members and meet the following criteria:

- (1) Four members shall reside within the City of Lowell.
- (2) One member may reside within the City of Lowell Urban Growth Boundary (UGB).
- (3) No two or more members shall be engaged in the same kind of occupation, business, trade or profession.

Term of Office: Members of the Planning Commission shall serve a term of two years. Expiration of the terms shall be staggered such that the terms of three members expire of December 31<sup>st</sup> of odd numbered years and the terms of two members expire on December 31<sup>st</sup> of even numbered years.

Powers and Duties: The Commission shall review and make recommendations regarding planning, zoning, and development within the city, and shall have the powers and duties which are assigned by state law or city charter.

Reporting: An annual report describing the activities of the previous calendar year shall be submitted by January 31 of each year.

<b>Position</b>	<b>Name</b>	<b>Term Expires</b>
1		December 31, 2021
2		December 31, 2021
3		December 31, 2021
4	Mary Wallace	December 31, 2020
5	Suzanne Kintzley	December 31, 2020
<b>Applicants:</b> Lon Dragt* John Myers*		

## **Parks and Recreation Committee**

Membership: The Parks and Recreation Committee shall consist of five members and meet the following criteria, unless waived by an action of the City Council:

- (1) Four members shall be residents of the City of Lowell.
- (2) One member may be eighteen (18) years of age or younger.
- (3) One member may be a non-resident.

Term of Office: Members of the Parks and Recreation Committee shall serve a term of two years. Expiration of the terms shall be staggered such that the terms of three members expire of December 31<sup>st</sup> of odd numbered years and the terms of two members expire on December 31<sup>st</sup> of even numbered years.

Powers and Duties: The Parks and Recreation Committee shall make recommendations regarding the parks and recreation operations including, but not limited to, parks planning, acquisition, development, and maintenance; recreation programming; and tree planting and maintenance.

Reporting: An annual report describing the activities of the previous calendar year shall be submitted by January 31 of each year.

<b>Position</b>	<b>Name</b>	<b>Term Expires</b>
1		December 31, 2021
2	Tony Moreci	December 31, 2020
3	George Wild	December 31, 2020
4		December 31, 2021
5		December 31, 2021
<b>Applicants:</b> Hall O'Regan* Joe Brazill*		

## **Economic Development Committee**

Membership: The Economic Development Committee shall consist of five members and meet the following criteria, unless waived by an action of the City Council:

- (1) Three members shall be residents of the City of Lowell.
- (2) One member may represent a business located within the City of Lowell.
- (3) One member may represent the Lowell-Fall Creek School District.
- (4) One member may represent the Lowell Rural Fire Protection District.

Term of Office: Members of the Economic Development Committee shall serve a term of two years. Expiration of the terms shall be staggered such that the terms of three members expire of December 31<sup>st</sup> of odd numbered years and the terms of two members expire on December 31<sup>st</sup> of even numbered years.

Powers and Duties: The Economic Development Committee shall make recommendations regarding the creation, retention, and expansion of businesses and other ventures that enrich the community by creating goods and services that provide employment opportunities while maintaining and enhancing the overall quality of life.

Reporting: An annual report describing the activities of the previous calendar year shall be submitted by January 31 of each year.

<b>Position</b>	<b>Name</b>	<b>Term Expires</b>
1		December 31, 2021
2		December 31, 2021
3		December 31, 2021
4		December 31, 2020
5	Bill George	December 31, 2020
<b>Applicants:</b> Michael Galvin (nonresident)* Lisa Bee-Wilson		

**Library Committee**

Membership: The Library Committee shall consist of five members and meet the following criteria, unless waived by an action of the City Council:

- (1) Three members shall be residents of the City of Lowell.
- (2) Two members may be non-residents.

Term of Office: Members of the Library Committee shall serve a term of two years. Expiration of the terms shall be staggered such that the terms of three members expire of December 31<sup>st</sup> of odd numbered years and the terms of two members expire on December 31<sup>st</sup> of even numbered years.

Powers and Duties: The Library Committee shall operate and maintain the library, establish policy for use of the library and advise the City Council on policy related to library budget, funding and use.

Reporting: An annual report describing the activities of the previous calendar year shall be submitted by January 31 of each year.

Position	Name	Term Expires
1		December 31, 2021
2		December 31, 2021
3		December 31, 2021
4	Barbaranne Ingram	December 31, 2020
5		December 31, 2020
<b>Applicants:</b> Heather Woodhurst (nonresident)* Cathy Trimble Monica Thompson		

## **Blackberry Jam Festival Committee**

**Membership:** The BBJ Festival Committee shall consist of five members residing within the City of Lowell or communities of Dexter, Trent, Fall Creek, and Unity.

**Term of Office:** Members of the Blackberry Jam Festival Committee shall serve a term of two years. Expiration of the terms shall be staggered such that the terms of three members expire on December 31<sup>st</sup> of odd numbered years and the terms of two members expire on December 31<sup>st</sup> of even numbered years.

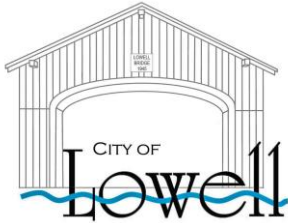
**Additional Officers:** The committee may appoint additional officers, as necessary, to accomplish its objectives, and such other non-voting members to organize and operate the Blackberry Jam Festival.

**Powers and Duties:** The BBJ Festival Committee shall organize and operate a community event to accomplish the following goals:

- (1) Provide exposure to Lowell's many recreational opportunities and community spirit.
- (2) Provide a marketplace for local crafters and food vendors.
- (3) Provide a venue for local non-profit fundraising activities.
- (4) Increase tourism in the City of Lowell, surrounding communities, and Lane County.

**Reporting:** An annual report describing the activities of the previous event shall be submitted by August 31 of each year.

<b>Position</b>	<b>Name</b>	<b>Term Expires</b>
1		December 31, 2021
2		December 31, 2021
3	Lon Dragt	December 31, 2020
4		December 31, 2021
5	George Wild	December 31, 2020
<b>Applicants:</b> Rustie Ackland (nonresident) John Myers Monica Thompson		



## VOLUNTEER APPLICATION

BOARDS, COMMISSIONS, AND COMMITTEES

<b>Contact Information</b>	
Name:	<b>Monica Thompson</b>
Street Address:	<b>92 Wetleau Dr.</b>
Mailing Address:	
City/State/Zip Code:	<b>Lowell, OR 97452</b>
Home Phone:	<b>541-430-8511</b>
Work Phone:	
E-Mail Address:	<b>mlithompson@hotmail.com</b>

<b>Background</b>	
Years of Residence in Lowell:	<b>7 yrs</b>
Place of Employment:	<b>Retired</b>
Occupation:	<b>Retired Technology Specialist and Elementary School Tchr</b>
Educational Background:	<b>BS: Early Childhood and Elementary School Teacher Associates Degree: Computer Information Systems</b>
Prior Civic Activities:	<b>Taught First Aid/CPR and Babysitting classes for the Red Cross Worked at the Roseburg Food Pantry and served meals to the homeless.</b>

### Boards, Commissions, or Committees of Interest

Please check all of the following Boards, Commissions, or Committees that interest you:

- City Council**
- Budget Committee**
- Planning Commission**
- Parks and Recreation Committee**
- Economic Development Committee**
- Library Committee**
- Blackberry Jam Festival Committee**
- Other short-term task groups**



## Special Skills or Qualifications

Summarize any special training, skills or experience you may have pertinent to the Board, Commission, or Committee to which you are applying.

**Worked in a school library as a teacher and the district's technology specialist.  
Put in the first "My Free Little Library" in Lowell. :]  
I am a vendor at multiple craft fairs in the state.**

## Motivation

Discuss your motivation for serving on this Board, Commission, or Committee.


**I have been retired long enough now (2 1/2 yrs) that I'm willing to give up some of my time to help with some projects around town. :D  
I also think it would be a great way to get to know more people in our little town.**

## Special Notice

Please be advised that members of the City Council and Planning Commission are required to file an annual **Statement of Economic Interest** with the State of Oregon.

## Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed)	<b>Monica Thompson</b>
Signature	
Date	<b>1/7/20</b>

## Our Policy

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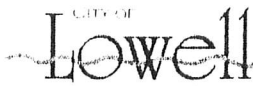
### **Applications may be submitted by mail, in person, or email to:**

City of Lowell  
P.O. Box 490  
107 East Third Street  
Lowell, OR 97452  
[volunteer@ci.lowell.or.us](mailto:volunteer@ci.lowell.or.us)

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**VOLUNTEER APPLICATION**  
BOARDS, COMMISSIONS, AND COMMITTEES

<b>Contact Information</b>	
Name:	Maureen Weathers
Street Address:	29 S. Alder
Mailing Address:	P.O. Box 302
City/State/Zip Code:	Lowell, OR 97452
Home Phone:	541-937-3738
Work Phone:	541-954-5765
E-Mail Address:	mmweathers@gwestoffice.net

<b>Background</b>	
Years of Residence in Lowell:	16
Place of Employment:	Lowell School District
Occupation:	Business office accountant
Educational Background:	Bachelor of Science, Management University of Oregon, 1978
Prior Civic Activities:	Blackberry Jam Treasurer - 15 years Lowell School Board / Bgt committee - 10 years Lowell Fire District Bgt Committee - 8(?) years

**Boards, Commissions, or Committees of Interest**

Please check all of the following Boards, Commissions, or Committees that interest you:

- City Council**
- Budget Committee**
- Planning Commission**
- Parks and Recreation Committee**
- Economic Development Committee**
- Library Committee**
- Blackberry Jam Festival Committee**
- Other short-term task groups**

### Special Skills or Qualifications

Summarize any special training, skills or experience you may have pertinent to the Board, Commission, or Committee to which you are applying.

35+ years in professional and volunteer financial management roles; ability to work as a team and recruit others to join the effort

### Motivation

Discuss your motivation for serving on this Board, Commission, or Committee.

Lowell has a lot going for it and I'd like to continue to work with other volunteers and staff to keep the positive progress going.

### Special Notice

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### Agreement and Signature

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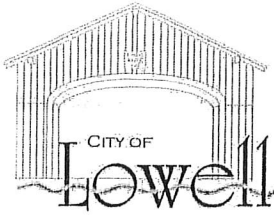
Name (printed)	Maureen M. Weathers
Signature	Maureen M. Weathers
Date	12-12-17

### Our Policy

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P.O. Box 490  
107 East Third Street  
Lowell, OR 97452  
[volunteer@ci.lowell.or.us](mailto:volunteer@ci.lowell.or.us)



## VOLUNTEER APPLICATION

BOARDS, COMMISSIONS, AND COMMITTEES

Contact Information	
Name:	Lon Dragt
Street Address:	306 N. Damon St.
Mailing Address:	PO Box 430
City/State/Zip Code:	Lowell, Oregon 97452
Home Phone:	541-868-6215
Work Phone:	541-937-3393
E-Mail Address:	dragt2300@gmail.com

Background	
Years of Residence in Lowell:	2.5 yrs
Place of Employment:	Lowell Rural Fire Protection District
Occupation:	Fire Chief
Educational Background:	Medical Assistant Fire Officer Training Chief Training
Prior Civic Activities:	Budget Committee Downtown Master Plan Planning Commission

### Boards, Commissions, or Committees of Interest

Please check all of the following Boards, Commissions, or Committees that interest you:

- City Council
- Budget Committee
- Planning Commission
- Parks and Recreation Committee
- Economic Development Committee
- Library Committee
- Blackberry Jam Festival Committee
- Other short-term task groups

### Special Skills or Qualifications

Summarize any special training, skills or experience you may have pertinent to the Board, Commission, or Committee to which you are applying.

As A Fire Chief I have been through years of leadership Training.

### Motivation

Discuss your motivation for serving on this Board, Commission, or Committee.

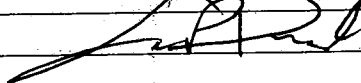
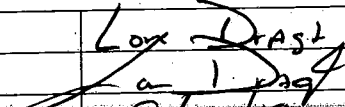
Being a member of the Community and The Fire Chief it is important to me to be an asset in the Community.

### Special Notice

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### Agreement and Signature

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Name (printed)	Lox Drast	
Signature		
Date	9/12/19	12/30/19

### Our Policy

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P.O. Box 490  
107 East Third Street  
Lowell, OR 97452  
[volunteer@ci.lowell.or.us](mailto:volunteer@ci.lowell.or.us)

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## VOLUNTEER APPLICATION

BOARDS, COMMISSIONS, AND COMMITTEES

Contact Information	
Name:	John A. Myers
Street Address:	554 E. 1st Street
Mailing Address:	554 E. 1st Street
City/State/Zip Code:	Lowell, Oregon 97452
Home Phone:	509-879-2108
Work Phone:	541-741-7307 ext 155
E-Mail Address:	myersdeer@aol.com

Background	
Years of Residence in Lowell:	2 years
Place of Employment:	Mountain Rose Herbs Eugene, Oregon
Occupation:	Processing Plant Manager/Project Manager
Educational Background:	Graduated 1981 Honorable Army Discharge Accounting Certificate from Trend College Leadership Trainings from Purina Mills
Prior Civic Activities:	Boy Scout Troop Leader Nazarene Church Board Member Volunteer with Christmas Tree Lighting

### Boards, Commissions, or Committees of Interest

Please check all of the following Boards, Commissions, or Committees that interest you:

- City Council**
- Budget Committee**
- Planning Commission**
- Parks and Recreation Committee**
- Economic Development Committee**
- Library Committee**
- Blackberry Jam Festival Committee**
- Other short-term task groups**

### Special Skills or Qualifications

Summarize any special training, skills or experience you may have pertinent to the Board, Commission, or Committee to which you are applying.

I have been a Plant Manager/Project Manager for 30 years and have had cooperate training in many different areas of responsibilities. I have perticipated on various boards and committees including but not limited to Budget Planning, Capital Improvement Projects, Project Management, Continuous Improvement Planning, EH&S Coordinator and Human Resource Training. I hold the responsibility of Fiscal Reporting, FDA Reporting, all employee trainings and documentation along with Permits, Certifications and Licenses.

### Motivation

Discuss your motivation for serving on this Board, Commission, or Committee.

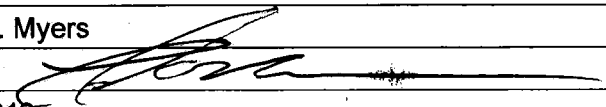
My wife and I moved to this little town in December of 2016 looking for a peaceful and safe place to live. We want to be able to explore the many activities Oregon has to offer and still be close to a major city. This is something Lowell has to offer, and I believe there is so much more to this beautiful town. I would like to be a part of the development of Lowell and the growth that can occur. I am excited about the downtown plans and the expansion of businesses and the opportunities that can happen when a group of individuals put differences aside and do something amazing for the greater good of the community.

### Special Notice

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### Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed)	John A. Myers
Signature	
Date	1/17/2019

### Our Policy

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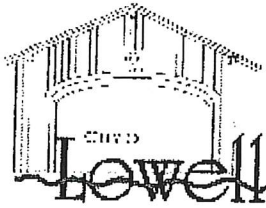
#### Applications may be submitted by mail, in person, or email to:

City of Lowell  
P.O. Box 490  
107 East Third Street  
Lowell, OR 97452  
[volunteer@ci.lowell.or.us](mailto:volunteer@ci.lowell.or.us)

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PO Box 490 Lowell, OR 97452  
Phone: 541-937-2157 Fax: 541-937-2936  
Email: [city@lowell-or.gov](mailto:city@lowell-or.gov)

**VOLUNTEER BOARD & COMMISSION APPLICATION**

**Contact Information**

Name:	Joseph Brazill
Street Address:	55 N Moss
Mailing Address:	PO Box 199
City/State/Zip Code:	Lowell OR 97452
Home Phone:	206.920.3256
Work Phone:	541 <del>541</del> 345.7532
E-Mail Address:	joe.brazill@gmail.com

**Background**

Years of Residence in Lowell:	4
Place of Employment:	Physical Therapy Services
Occupation:	Physical Therapist
Educational Background:	Doctor of Physical Therapy Bachelors of business
Prior Civic Activities:	Relay for life volunteer 1999-2000

**Boards/Commissions of Interest**

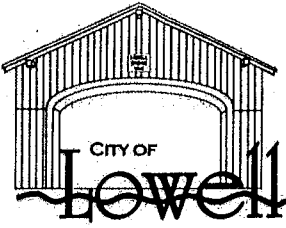
Please check all of the following Boards/Commissions that interest you:

- City Council
- Budget Committee
- Planning Commission
- Parks Advisory Committee

Other short-term task groups or focus groups that would meet for a specific purpose and then disband when the business is completed







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**VOLUNTEER APPLICATION**  
 BOARDS, COMMISSIONS, AND COMMITTEES

Contact Information	
Name:	HALL O'REGAN
Street Address:	62 E. 3RD
Mailing Address:	P.O. Box 462
City/State/Zip Code:	LOWELL, OR 97452
Home Phone:	541-937-3006
Work Phone:	
E-Mail Address:	LUCKEEME2003@YAHOO.COM

Background	
Years of Residence in Lowell:	21
Place of Employment:	RETIRED
Occupation:	
Educational Background:	12 YEARS
Prior Civic Activities:	VOLUNTEERED AT PAUL FISHER PARK WEEDING, WATERING, EDGEING, HELPED REBUILD PICNIC SHELTER, CHAIRPERSON FOR CURRENT PARK COMMITTEE, ASSISTED IN THE FUTURE DESIGN OF PAUL FISHER PARK

**Boards, Commissions, or Committees of Interest**

Please check all of the following Boards, Commissions, or Committees that interest you:

- City Council
- Budget Committee
- Planning Commission
- Parks and Recreation Committee
- Economic Development Committee
- Library Committee
- Blackberry Jam Festival Committee
- Other short-term task groups

12/17/17  
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### Special Skills or Qualifications

Summarize any special training, skills or experience you may have pertinent to the Board, Commission, or Committee to which you are applying.

I HAVE IN THE PAST DONE LANDSCAPE MAINTENANCE AND PAINTING. REPAIR OF IRRIGATION SYSTEMS.

### Motivation

Discuss your motivation for serving on this Board, Commission, or Committee.

I BELIEVE THAT ENHANCING THE VISUAL APPEARANCE OF THE PARKS, THE CITIZENS OF LOWELL WILL BEGIN TO TAKE PRIDE IN THEIR TOWN AND THEIR PROPERTIES. THIS MAY HELP IN ATTRACTING NEW RESIDENCE FOR OUR TOWN.

### Special Notice

Please be advised that members of the City Council and Planning Commission are required to file an annual **Statement of Economic Interest** with the State of Oregon.

### Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed)	HALL R. O'REGAN
Signature	Hall R. O'Regan
Date	12-8-17

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**Applications may be submitted by mail, in person, or email to:**

City of Lowell  
P.O. Box 490  
107 East Third Street  
Lowell, OR 97452  
[volunteer@ci.lowell.or.us](mailto:volunteer@ci.lowell.or.us)



## VOLUNTEER APPLICATION

BOARDS, COMMISSIONS, AND COMMITTEES

Contact Information	
Name:	MICHAEL J. GALVIN
Street Address:	39557 PLALE RD FALL CREEK 97432
Mailing Address:	PO BOX 95
City/State/Zip Code:	LOWELL OR 97452
Home Phone:	541-937-2393
Work Phone:	818-209-5520 CELL
E-Mail Address:	MGALVIN@PACBELL.NET

Background	
Years of Residence in Lowell:	18
Place of Employment:	RETIRED
Occupation:	
Educational Background:	BA OCCIDENTAL COLLEGE BUS ADMIN/ECONOMICS
Prior Civic Activities:	SCHOOL BOARD    ECON DEV COMM FIRE BOARD    GRANGE BLACKBERRY JAM COMMUNITY ADVISORY COMM COMPLAINT

### Boards, Commissions, or Committees of Interest

Please check all of the following Boards, Commissions, or Committees that interest you:

- City Council
- Budget Committee
- Planning Commission
- Parks and Recreation Committee
- Economic Development Committee
- Library Committee
- Blackberry Jam Festival Committee
- Other short-term task groups

**Special Skills or Qualifications**

Summarize any special training, skills or experience you may have pertinent to the Board, Commission, or Committee to which you are applying.

**Motivation**

Discuss your motivation for serving on this Board, Commission, or Committee.

**Special Notice**

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**Agreement and Signature**

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed)	
Signature	
Date	

**Our Policy**

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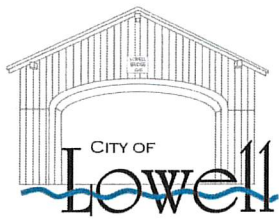
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P.O. Box 490  
107 East Third Street  
Lowell, OR 97452  
[volunteer@ci.lowell.or.us](mailto:volunteer@ci.lowell.or.us)

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## VOLUNTEER APPLICATION

BOARDS, COMMISSIONS, AND COMMITTEES

Contact Information	
Name:	Heather Woodhurst
Street Address:	419 Carol Street
Mailing Address:	Same
City/State/Zip Code:	Lowell, OR 97452
Home Phone:	541-937-2643
Work Phone:	-
E-Mail Address:	ladykaraturn@yahoo.com

Background	
Years of Residence in Lowell:	16
Place of Employment:	Homemaker
Occupation:	-
Educational Background:	Biology Degree
Prior Civic Activities:	Grange TAB Robots Site Council Boy Scouts (Den Leader / committee chair) Girl Scouts Volunteer at school

### Boards, Commissions, or Committees of Interest

Please check all of the following Boards, Commissions, or Committees that interest you:

- City Council
- Budget Committee
- Planning Commission
- Parks and Recreation Committee
- Economic Development Committee
- Library Committee
- Blackberry Jam Festival Committee
- Other short-term task groups

### Special Skills or Qualifications

Summarize any special training, skills or experience you may have pertinent to the Board, Commission, or Committee to which you are applying.

I am willing to work hard and put my time in as needed. I've been on the Boy Scout committee and the school's Site Council. I like to read a large range of books and love libraries.

### Motivation

Discuss your motivation for serving on this Board, Commission, or Committee.

I think that having a library is important to the community, especially one where such resources can't be found elsewhere in such a small town.

### Special Notice

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### Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed)	Heather Woodhurst
Signature	Heather Woodhurst
Date	11/26/17

### Our Policy

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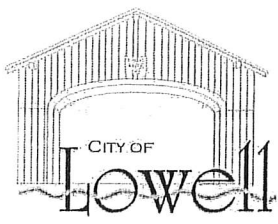
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[volunteer@ci.lowell.or.us](mailto:volunteer@ci.lowell.or.us)

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*JD*



# VOLUNTEER APPLICATION

BOARDS, COMMISSIONS, AND COMMITTEES

Contact Information	
Name:	<i>Cathy Trimble</i>
Street Address:	<i>115 S. ALDER</i>
Mailing Address:	<i>" "</i>
City/State/Zip Code:	<i>Lowell OR 97452</i>
Home Phone:	<i>541-232-4770</i>
Work Phone:	<i>—</i>
E-Mail Address:	<i>katerinatrimble@gmail.com</i>

Background	
Years of Residence in Lowell:	<i>1.5 YRS</i>
Place of Employment:	<i>35+YRS 4J Public Schools @ 200 N. MONROE CENTRAL OFFICE</i>
Occupation:	<i>45 LIBRARY SERVICES - COMPUTING SERVICES -</i>
Educational Background:	<i>Santa Monica City College - Anthropology Lume Community College - ASL, Basic ELECTRONICS</i>
Prior Civic Activities:	

### Boards, Commissions, or Committees of Interest

Please check all of the following Boards, Commissions, or Committees that interest you:

- City Council
- Budget Committee
- Planning Commission
- Parks and Recreation Committee
- Economic Development Committee
- Library Committee
- Blackberry Jam Festival Committee
- Other short-term task groups



### Special Skills or Qualifications

Summarize any special training, skills or experience you may have pertinent to the Board, Commission, or Committee to which you are applying.

I worked on a team of librarians and catalogued & processed 45 school library books. I used LibraryWorld, VIA and Destiny library software to add copies to the collection and prepared spine labels & barcodes. I ran 45's Teacher Library/IMC while still in funding. Scheduling loans, shipping items, guiding teachers to appropriate options.

### Motivation

Discuss your motivation for serving on this Board, Commission, or Committee.

I want to help with the new library. I am retired and have time for organizational meetings and even library maintenance.

### Special Notice

Please be advised that members of the City Council and Planning Commission are required to file an annual **Statement of Economic Interest** with the State of Oregon.

### Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed)	Cathy Trimble
Signature	Cathy Trimble
Date	November 14, 2019

### Our Policy

It is the policy of the City of Lowell to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability. The City of Lowell accepts applications from potential volunteers throughout the year and will hold applications until vacancies exist on specific boards, commissions, or committees. Thank you for completing this application form and for your interest in volunteering with us.

**Applications may be submitted by mail, in person, or email to:**

City of Lowell  
P.O. Box 490  
107 East Third Street  
Lowell, OR 97452  
[volunteer@ci.lowell.or.us](mailto:volunteer@ci.lowell.or.us)

RECEIVED

JAN 02 REC'D

*JD*



**VOLUNTEER APPLICATION**  
BOARDS, COMMISSIONS, AND COMMITTEES

Contact Information	
Name:	Rustie Ackland
Street Address:	48265 E. Commercial St
Mailing Address:	PO Box 233
City/State/Zip Code:	Oakridge Or 97463
Home Phone:	541-731-4146
Work Phone:	541-334-5830
E-Mail Address:	rackland@bannerbank.com

Background	
Years of Residence in Lowell:	
Place of Employment:	Banner Bank - Pleasant Hill + Oakridge
Occupation:	Branch Manager
Educational Background:	High School
Prior Civic Activities:	Kiwanis, Chamber of Commerce, Oakridge Concerts on the Park, Oakridge Keg + cask, Uptown business Revitalization Assoc.

**Boards, Commissions, or Committees of Interest**

Please check all of the following Boards, Commissions, or Committees that interest you:

- City Council
- Budget Committee
- Planning Commission
- Parks and Recreation Committee
- Economic Development Committee
- Library Committee
- Blackberry Jam Festival Committee
- Other short-term task groups

**Special Skills or Qualifications**

Summarize any special training, skills or experience you may have pertinent to the Board, Commission, or Committee to which you are applying.

I have helped organize several community events in Oakridge over the past 20 years. I am very organized & have great people skills.

**Motivation**

Discuss your motivation for serving on this Board, Commission, or Committee.

I am new to managing the Pleasant Hill branch of Banner Bank and feel that being involved will give me opportunity to meet ~~to~~ locals and help the community at the same time.

**Special Notice**

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**Agreement and Signature**

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Name (printed)	Rustie Ackland
Signature	<i>Rustie Ackland</i>
Date	1-2-20

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