

Lowell City Council
Regular Meeting Agenda
Tuesday, August 18, 2020 at 7 P.M.
Maggie Osgood Library
70 N. Pioneer Street

This meeting will be held electronically through Zoom. Limited seating is available at the Library. Members of the public are encouraged to provide comment or testimony through the following:

- Joining by phone, tablet, or PC. For details, click on the event at www.ci.lowell.or.us.
- In writing, by using the drop box at Lowell City Hall, 107 East Third Street, Lowell, OR 97452
- By email to mmiller@ci.lowell.or.us

Call to Order/Roll Call/Pledge

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

Approval of Agenda

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

City Council Regular Meeting Minutes for July 21, 2020

City Council Special Meeting Minutes for July 30, 2020

Check Register for July 2020

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

Council Comments (three minutes per speaker)

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

City Administrator Report

Public Works Report

Police Report

Old Business: None.

New Business:

1. Lane County Intergovernmental Agreement for Street Maintenance– Discussion/Possible Action

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

2. Resolution – Approving Government Capital for the financing of 205 and 295 Main Street – Discussion/Possible Action
3. City Administrator Recruitment – Discussion/Possible Action
4. Councilor Elections 2020 - Discussion

Other Business

Mayor Comments

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

Adjourn

AGENDA ITEM SUMMARY

TO: Mayor Bennett and Council
FROM: Marsha Miller, Interim City Administrator
DATE: August 18, 2020
SUBJECT: Consent Agenda

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

SUMMARY:

The Consent Agenda for the August 18, 2020 includes the City Council Meeting Minutes for July 21, 2020, City Council Special Meeting Minutes for July 30, 2020, and the Check Register for July 2020.

FISCAL IMPACT:

N/A

COURSES OF ACTION:

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

RECOMMENDATION:

Motion to approve the consent agenda as presented.

ATTACHMENTS:

1. City Council Regular Meeting Minutes for July 21, 2020
2. City Council Special Meeting Minutes for July 30, 2020
3. Check Register for July 2020

**City of Lowell, Oregon
Minutes of the City Council Regular Session
July 21, 2020**

The Regular Session was called to order at 7:04 PM by Mayor Bennett.

Members Present: Mayor Don Bennett, Gail Harris, Tim Stratis, Samantha Dragt, John Myers

Staff Present: CA Cobb, Max Baker – Public Works Director

Consent Agenda: Councilor Harris moved to approve the consent agenda as amended, second by Councilor Myers. PASS: 5:0

Public Comments: None

Council Comments: None

City Administrator Report: CA Cobb presented report.

Quarterly Financial Report: CA Cobb presented report.

Public Works Report: Max Baker Public Works Director presented report.

Police Report: June report provided in packet.

Old Business: None

New Business:

- **Contract – Temporary Employment Agreement - Councilor Harris moved to approve the Temporary Employment Agreement with Marsha Miller, second by Councilor Myers. PASS 5:0**
- **Contract – Law Enforcement Contract – Councilor Dragt moved to approve the 2020-21 agreement for law enforcement services with the City of Oakridge, second by Councilor Myers. PASS 4:1 Councilor Stratis opposed.**
- **Resolution – Bank Signature Card – Councilor Stratis moved to approve Resolution 748 – A Resolution to Authorize a Change of Signatories for the City of Lowell General Account 47100094 with Banner Bank, second by Councilor Myers. PASS 5:0**
- **Resolution – Annual Budget Transfers – Councilor Harris moved to approve Resolution 749 – A Resolution Transferring Funds, second by Councilor Dragt. PASS 5:0**
- **Resolution – State of Local Emergency Declaration – Mayor Bennett moved to amend Resolution 750 by removing the words ‘Through August 18, 2020’, second by Councilor Myers. PASS 5:0 Mayor Bennett moved to approve amended Resolution 750 – A Resolution Declaring a Local State of Emergency, second by Councilor Myers. PASS 5:0**
- **Other Business: July 30, 2020 Supplemental Budget Meeting at 6 PM**

Mayor Comments: None

Public Comments: Hall O’Regan 63 E 3rd Street, would like to see the radar sign moved to Moss Street, and would like to see the Oakridge Police be more visible.

Adjourn: 8:29 PM

Approved: _____
Don Bennett, Mayor

Date

Attest: _____

Date

**City of Lowell, Oregon
Minutes of the City Council Special Meeting
Tuesday July 30, 2020
Maggie Osgood Library**

The Special Meeting was called to order at 6:13 PM by Mayor Bennett

Members Present: Mayor Don Bennett, Gail Harris, Tim Stratis, Samantha Dragt, John Myers

Staff Present: CA Cobb, Max Baker - Public Works Director

Recessed Public Meeting: 6:14 PM

Public Hearings Open: 6:14 PM

1. **Resolution 751– A Resolution Adopting a Supplemental Budget for Fiscal Year 2020/21 and Making Supplemental Appropriations.** CA presented information.

No public comment.

Public Hearings Closed: 6:31 PM

Reconvene Public Meeting: 6:31 PM

New Business:

- **Resolution 751 – FY 2021 Supplemental Budget –** CA stated the need for supplemental budget was to accommodate the purchase of 205 and 295 E. Main Street properties. **Councilor Dragt moved to adopt Resolution 751 – A Resolution Adopting a Supplemental Budget for Fiscal Year 2020-2021 and Making Supplemental Appropriations, second by Councilor Myers. PASS 5:0**
- **Procurement – 205 and 295 E. Main Street –** CA presented information on financing options. **Councilor Harris moved to purchase the property at 205 E. Main Street and 295 E. Main Street in an amount not to exceed \$298,000, pursue 24-month interest only financing from Government Capital at a rate of 2.6%, with transaction fees not to exceed \$10,000, and authorizing the City Administrator to sign all contract documents. Second by Councilor Myers. PASS 5:0**

Other Business: None

Mayor Comments: None

Community Comments: None

Adjourn: 6:51 PM

Approved: _____
Don Bennett, Mayor

Date

Report Criteria:

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

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
15962								
15962	Bridge Town Market	MAY-JUNE, 2	1	Fuel	230-490-6710	.00	113.66	113.66
15962	Bridge Town Market	MAY-JUNE, 2	2	Ear Plugs	230-490-6234	.00	5.00	5.00
15962	Bridge Town Market	MAY-JUNE, 2	3	Ear Plugs	240-490-6234	.00	4.99	4.99
15962	Bridge Town Market	MAY-JUNE, 2	4	Fuel	110-420-6710	.00	351.18	351.18
Total 15962:						.00		474.83
15963								
15963	City of Lowell	JUNE,2020	1	Water Service	110-410-6420	.00	43.55	43.55
15963	City of Lowell	JUNE,2020	2	Water Service	110-420-6420	.00	51.27	51.27
15963	City of Lowell	JUNE,2020	3	Water Service	110-450-6420	.00	6.97	6.97
15963	City of Lowell	JUNE,2020	4	Water Service	220-490-6420	.00	2.79	2.79
15963	City of Lowell	JUNE,2020	5	Water Service	230-490-6420	.00	44.43	44.43
15963	City of Lowell	JUNE,2020	6	Water Service	240-490-6420	.00	440.83	440.83
15963	City of Lowell	JUNE,2020	7	Sewer Service	110-410-6425	.00	99.45	99.45
15963	City of Lowell	JUNE,2020	8	Sewer Service	110-420-6425	.00	120.54	120.54
15963	City of Lowell	JUNE,2020	9	Sewer Service	110-450-6425	.00	15.07	15.07
15963	City of Lowell	JUNE,2020	10	Sewer Service	220-490-6425	.00	6.03	6.03
15963	City of Lowell	JUNE,2020	11	Sewer Service	230-490-6425	.00	60.27	60.27
15963	City of Lowell	JUNE,2020	12	Sewer Service	240-490-6425	.00	542.43	542.43
Total 15963:						.00		1,433.63
15964								
15964	City of Oakridge	4TH QTR FY	1	Court Service	110-480-6128	.00	143.64	143.64
15964	City of Oakridge	JULY 0056	1	Police Service	110-430-6118	.00	2,343.60	2,343.60
Total 15964:						.00		2,487.24
15965								
15965	Civil West Engineering	024,012,007,	1	Engineering Service	110-440-6522	.00	2,250.00	2,250.00
15965	Civil West Engineering	024,012,007,	2	Engineering Service	110-440-6116	.00	1,956.00	1,956.00
15965	Civil West Engineering	024,012,007,	3	Engineering Service	312-700-8530	.00	1,434.00	1,434.00
15965	Civil West Engineering	024,012,007,	4	Engineering Service	230-700-8540	.00	358.50	358.50
Total 15965:						.00		5,998.50
15966								
15966	Cleanmex LLC	1349	1	COVID Cleaning	110-420-6128	.00	1,123.20	1,123.20
Total 15966:						.00		1,123.20
15967								
15967	Lane Electric Cooperative	JUNE 2020	1	Electricity	110-410-6430	.00	151.17	151.17
15967	Lane Electric Cooperative	JUNE 2020	2	Electricity	110-420-6430	.00	262.33	262.33
15967	Lane Electric Cooperative	JUNE 2020	3	Electricity	110-450-6430	.00	58.14	58.14
15967	Lane Electric Cooperative	JUNE 2020	4	Electricity	110-470-6326	.00	61.36	61.36
15967	Lane Electric Cooperative	JUNE 2020	5	Electricity	220-490-6430	.00	23.26	23.26
15967	Lane Electric Cooperative	JUNE 2020	6	Electricity	230-490-6430	.00	1,180.13	1,180.13
15967	Lane Electric Cooperative	JUNE 2020	7	Electricity	240-490-6430	.00	2,444.06	2,444.06

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
15967	Lane Electric Cooperative	JUNE 2020	8	Electricity	312-490-6430	.00	1,042.16	1,042.16
Total 15967:						.00		5,222.61
15968								
15968	Northwest Code Profession	3042	1	Building Permit Cost	110-440-6524	.00	5,989.88	5,989.88
15968	Northwest Code Profession	3042	2	Electrical Permit Cost	110-440-6525	.00	147.00	147.00
Total 15968:						.00		6,136.88
15969								
15969	One Call Concepts	0060420	1	Fee for Locates	240-490-6330	.00	10.80	10.80
15969	One Call Concepts	0060420	2	Fee for Locates	230-490-6330	.00	10.80	10.80
Total 15969:						.00		21.60
15970								
15970	Renewable Resource Grou	128772,8866	1	Lab	230-490-6755	.00	37.80	37.80
15970	Renewable Resource Grou	128772,8866	2	Lab	240-490-6755	.00	264.60	264.60
Total 15970:						.00		302.40
15971								
15971	USPS	ANNUAL FE	1	Post Office Box Rental	110-410-6128	.00	40.00	40.00
15971	USPS	ANNUAL FE	2	Post Office Box Rental	230-490-6128	.00	40.00	40.00
15971	USPS	ANNUAL FE	3	Post Office Box Rental	240-490-6128	.00	40.00	40.00
Total 15971:						.00		120.00
15972								
15972	Caselle	103465	1	Contract Support and Maintenanc	110-410-6122	.00	306.60	306.60
15972	Caselle	103465	2	Contract Support and Maintenanc	230-490-6122	.00	306.60	306.60
15972	Caselle	103465	3	Contract Support and Maintenanc	240-490-6122	.00	306.60	306.60
15972	Caselle	103465	4	Contract Support and Maintenanc	312-490-6122	.00	102.20	102.20
Total 15972:						.00		1,022.00
15973								
15973	Century Link	06252020	1	Telephone Service	110-410-6440	.00	115.83	115.83
15973	Century Link	06252020	2	Telephone Service	110-450-6440	.00	30.12	30.12
15973	Century Link	06252020	3	Telephone Service	220-490-6440	.00	16.22	16.22
15973	Century Link	06252020	4	Internet Service	230-490-6435	.00	70.00	70.00
15973	Century Link	06252020	5	Telephone Service	230-490-6440	.00	137.47	137.47
15973	Century Link	06252020	6	Telephone Service	240-490-6440	.00	145.37	145.37
Total 15973:						.00		515.01
15974								
15974	Gatehouse Eugene - Adver	83803	1	Public Notice	230-700-8540	.00	352.00	352.00
15974	Gatehouse Eugene - Adver	83803	2	Public Notice	312-700-8530	.00	528.00	528.00
Total 15974:						.00		880.00
15975								
15975	Hunter Communications	112085	1	Internet Service	110-410-6435	.00	120.21	120.21
15975	Hunter Communications	112085	2	Internet Service	110-450-6435	.00	46.24	46.24

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
15975	Hunter Communications	112085	3	Internet Service	220-490-6435	.00	18.49	18.49
Total 15975:						.00		184.94
15976								
15976	J & K Electrical LLC	5776A	1	Parking lot lights	110-450-6320	.00	1,203.14	1,203.14
15976	J & K Electrical LLC	5776A	2	Generator Connection for Tower	230-490-6320	.00	599.98	599.98
Total 15976:						.00		1,803.12
15977								
15977	Nichols, Layli	JUNE 2020	1	Consulting Services	110-410-6114	.00	312.00	312.00
15977	Nichols, Layli	JUNE 2020	2	Consulting Services	312-490-6114	.00	104.00	104.00
15977	Nichols, Layli	JUNE 2020	3	Consulting Services	230-490-6114	.00	312.00	312.00
15977	Nichols, Layli	JUNE 2020	4	Consulting Services	240-490-6114	.00	312.00	312.00
Total 15977:						.00		1,040.00
15978								
15978	Oregon RAIN	1071	1	Rural Economic Develop. Support	110-440-6128	.00	7,500.00	7,500.00
Total 15978:						.00		7,500.00
15979								
15979	Pacific Office Automation In	5010988627	1	Postage Machine	110-410-6128	.00	37.10	37.10
15979	Pacific Office Automation In	5010988627	2	Postage Machine	230-490-6128	.00	74.20	74.20
15979	Pacific Office Automation In	5010988627	3	Postage Machine	240-490-6128	.00	74.20	74.20
Total 15979:						.00		185.50
15980								
15980	Sanders, Tim	70	1	Monthly DRC Fee	240-490-6128	.00	300.00	300.00
Total 15980:						.00		300.00
15981								
15981	Staples Credit Plan	07052020	1	Office Supplies	230-490-6230	.00	21.72	21.72
15981	Staples Credit Plan	07052020	2	Park Supplies	110-420-6234	.00	245.99	245.99
Total 15981:						.00		267.71
15982								
15982	U.S. Equipment Finance	418436622	1	Copier Contract	110-410-6124	.00	147.98	147.98
Total 15982:						.00		147.98
15983								
15983	Cascade Columbia	783033, 783	1	Drums of Hypo and Thiosulfate	240-490-6750	.00	603.51	603.51
Total 15983:						.00		603.51
15984								
15984	Charter Communications	0017273070	1	Internet	240-490-6435	.00	116.97	116.97
15984	Charter Communications	0017828071	1	Internet	110-410-6435	.00	59.99	59.99

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
Total 15984:						.00		176.96
15985								
15985	CIS Trust	PO-LOW-120	1	Property/Liability Renewal	110-410-6210	.00	1,440.25	1,440.25
15985	CIS Trust	PO-LOW-120	2	Property/Liability Renewal	110-420-6210	.00	1,860.53	1,860.53
15985	CIS Trust	PO-LOW-120	3	Property/Liability Renewal	230-490-6210	.00	7,665.81	7,665.81
15985	CIS Trust	PO-LOW-120	4	Property/Liability Renewal	240-490-6210	.00	8,299.19	8,299.19
15985	CIS Trust	PO-LOW-120	5	Property/Liability Renewal	312-490-6210	.00	2,225.40	2,225.40
15985	CIS Trust	PO-LOW-W2	1	Workers Compensation Allocation	110-410-5320	.00	729.80	729.80
15985	CIS Trust	PO-LOW-W2	2	Workers Compensation Allocation	110-420-5320	.00	1,058.64	1,058.64
15985	CIS Trust	PO-LOW-W2	3	Workers Compensation Allocation	110-440-5320	.00	120.28	120.28
15985	CIS Trust	PO-LOW-W2	4	Workers Compensation Allocation	110-450-5320	.00	368.93	368.93
15985	CIS Trust	PO-LOW-W2	5	Workers Compensation Allocation	110-460-5320	.00	216.52	216.52
15985	CIS Trust	PO-LOW-W2	6	Workers Compensation Allocation	110-480-5320	.00	192.48	192.48
15985	CIS Trust	PO-LOW-W2	7	Workers Compensation Allocation	312-490-5320	.00	368.92	368.92
15985	CIS Trust	PO-LOW-W2	8	Workers Compensation Allocation	230-490-5320	.00	3,015.52	3,015.52
15985	CIS Trust	PO-LOW-W2	9	Workers Compensation Allocation	240-490-5320	.00	3,015.52	3,015.52
15985	CIS Trust	PO-LOW-W2	10	Workers Compensation Allocation	220-490-5320	.00	80.20	80.20
Total 15985:						.00		30,657.99
15986								
15986	Cleanmex LLC	1377	1	Park Bathrooms	110-420-6128	.00	1,560.00	1,560.00
Total 15986:						.00		1,560.00
15987								
15987	Ferguson	0895633, 08	1	Meter Boxes and Piping	240-490-6758	.00	658.61	658.61
Total 15987:						.00		658.61
15988								
15988	Lane County Waste Mgmt.	PWA000099	1	Catch Basin Cleaning	312-490-6128	.00	1,605.34	1,605.34
Total 15988:						.00		1,605.34
15989								
15989	LiftOff LLC	5318RENEW	1	Office 365	110-410-6122	.00	756.00	756.00
15989	LiftOff LLC	5318RENEW	2	Office 365	110-450-6122	.00	181.44	181.44
15989	LiftOff LLC	5318RENEW	3	Office 365	220-490-6122	.00	272.16	272.16
15989	LiftOff LLC	5318RENEW	4	Office 365	230-490-6122	.00	756.00	756.00
15989	LiftOff LLC	5318RENEW	5	Office 365	240-490-6122	.00	756.00	756.00
15989	LiftOff LLC	5318RENEW	6	Office 365	312-490-6122	.00	302.40	302.40
Total 15989:						.00		3,024.00
15990								
15990	Lowell Mini Storage	AUG. 2020	1	Storage Rental Unit #L029	314-490-6705	.00	80.00	80.00
Total 15990:						.00		80.00
15991								
15991	Municipal Code Corporatio	344671	1	Municipal Code Annual Admin Fe	110-410-6128	.00	1,195.00	1,195.00

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
Total 15991:						.00		1,195.00
15992								
15992	Renewable Resource Grou	129008,222,	1	Lab	240-490-6755	.00	588.60	588.60
15992	Renewable Resource Grou	129008,222,	2	Lab	230-490-6755	.00	37.80	37.80
Total 15992:						.00		626.40
Grand Totals:						.00		77,354.96

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
110-2125	.00	35,019.42-	35,019.42-
110-410-5320	729.80	.00	729.80
110-410-6114	312.00	.00	312.00
110-410-6122	1,062.60	.00	1,062.60
110-410-6124	147.98	.00	147.98
110-410-6128	1,272.10	.00	1,272.10
110-410-6210	1,440.25	.00	1,440.25
110-410-6420	43.55	.00	43.55
110-410-6425	99.45	.00	99.45
110-410-6430	151.17	.00	151.17
110-410-6435	180.20	.00	180.20
110-410-6440	115.83	.00	115.83
110-420-5320	1,058.64	.00	1,058.64
110-420-6128	2,683.20	.00	2,683.20
110-420-6210	1,860.53	.00	1,860.53
110-420-6234	245.99	.00	245.99
110-420-6420	51.27	.00	51.27
110-420-6425	120.54	.00	120.54
110-420-6430	262.33	.00	262.33
110-420-6710	351.18	.00	351.18
110-430-6118	2,343.60	.00	2,343.60
110-440-5320	120.28	.00	120.28
110-440-6116	1,956.00	.00	1,956.00
110-440-6128	7,500.00	.00	7,500.00
110-440-6522	2,250.00	.00	2,250.00
110-440-6524	5,989.88	.00	5,989.88
110-440-6525	147.00	.00	147.00
110-450-5320	368.93	.00	368.93
110-450-6122	181.44	.00	181.44
110-450-6320	1,203.14	.00	1,203.14
110-450-6420	6.97	.00	6.97
110-450-6425	15.07	.00	15.07
110-450-6430	58.14	.00	58.14
110-450-6435	46.24	.00	46.24
110-450-6440	30.12	.00	30.12
110-460-5320	216.52	.00	216.52
110-470-6326	61.36	.00	61.36
110-480-5320	192.48	.00	192.48
110-480-6128	143.64	.00	143.64

GL Account	Debit	Credit	Proof
220-2125	.00	419.15-	419.15-
220-490-5320	80.20	.00	80.20
220-490-6122	272.16	.00	272.16
220-490-6420	2.79	.00	2.79
220-490-6425	6.03	.00	6.03
220-490-6430	23.26	.00	23.26
220-490-6435	18.49	.00	18.49
220-490-6440	16.22	.00	16.22
230-2125	.00	15,199.69-	15,199.69-
230-490-5320	3,015.52	.00	3,015.52
230-490-6114	312.00	.00	312.00
230-490-6122	1,062.60	.00	1,062.60
230-490-6128	114.20	.00	114.20
230-490-6210	7,665.81	.00	7,665.81
230-490-6230	21.72	.00	21.72
230-490-6234	5.00	.00	5.00
230-490-6320	599.98	.00	599.98
230-490-6330	10.80	.00	10.80
230-490-6420	44.43	.00	44.43
230-490-6425	60.27	.00	60.27
230-490-6430	1,180.13	.00	1,180.13
230-490-6435	70.00	.00	70.00
230-490-6440	137.47	.00	137.47
230-490-6710	113.66	.00	113.66
230-490-6755	75.60	.00	75.60
230-700-8540	710.50	.00	710.50
240-2125	.00	18,924.28-	18,924.28-
240-490-5320	3,015.52	.00	3,015.52
240-490-6114	312.00	.00	312.00
240-490-6122	1,062.60	.00	1,062.60
240-490-6128	414.20	.00	414.20
240-490-6210	8,299.19	.00	8,299.19
240-490-6234	4.99	.00	4.99
240-490-6330	10.80	.00	10.80
240-490-6420	440.83	.00	440.83
240-490-6425	542.43	.00	542.43
240-490-6430	2,444.06	.00	2,444.06
240-490-6435	116.97	.00	116.97
240-490-6440	145.37	.00	145.37
240-490-6750	603.51	.00	603.51
240-490-6755	853.20	.00	853.20
240-490-6758	658.61	.00	658.61
312-2125	.00	7,712.42-	7,712.42-
312-490-5320	368.92	.00	368.92
312-490-6114	104.00	.00	104.00
312-490-6122	404.60	.00	404.60
312-490-6128	1,605.34	.00	1,605.34
312-490-6210	2,225.40	.00	2,225.40
312-490-6430	1,042.16	.00	1,042.16
312-700-8530	1,962.00	.00	1,962.00
314-2125	.00	80.00-	80.00-
314-490-6705	80.00	.00	80.00
Grand Totals:	77,354.96	77,354.96-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

Bank.Name = "General"

AGENDA ITEM SUMMARY

TO: Mayor Bennett and Council
FROM: Marsha Miller, Interim City Administrator
DATE: August 18, 2020
SUBJECT: City Administrator Report

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

SUMMARY:

The attached City Administrator Report is for the period of August 3 – August 14. The report covers the following: Coronavirus Update, information on Interim City Administrator transition, and Project updates.

FISCAL IMPACT:

N/A

COURSES OF ACTION:

This item is for review and discussion

RECOMMENDATION:

N/A

ATTACHMENTS:

1. City Administrator Report



Lowell City Hall

P.O. Box 490 Lowell, OR 97452

Phone: 541-937-2157

Email: mmiller@ci.lowell.or.us

To: Mayor Bennett and Council
From: Marsha Miller, Interim City Administrator
Date: August 18, 2020
Subject: City Administrator Report

Interim City Administrator

We had a number of technical issues with getting a workstation set up the first week. The issues were resolved, and I was able to access required files easier. Council's patience is appreciated as I attempt to get up to speed on the many issues and projects the City is involved with.

Coronavirus Update

As of August 12, there have been a total of 606 cases reported in Lane County. That number is up from 394 on July 18. Cases in our zip code, 97452, are listed in the 1-9 category. The County does not provide exact numbers in that range. The following is information from the Oregon Health Authority as of August 12, 2020:

Oregon reports 302 new confirmed and presumptive COVID-19 cases, 11 new deaths

COVID-19 has claimed 11 more lives in Oregon, raising the state's death toll to 368, the Oregon Health Authority reported at 12:01 a.m. today.

Oregon Health Authority reported 302 new confirmed and presumptive cases of COVID-19 as of 12:01 a.m. today, bringing the state total to 21,774.

Lowell is eligible for up to \$50,000 in funding for Coronavirus mitigation. The State of Oregon has set up a reimbursement grant program for municipalities. Staff are working on getting registered with the Corona Virus Relief Fund in order to seek reimbursements from that fund.

Committee Meetings

- None

Land Development Code Update

The Downtown Master Plan implementation includes and update to the Land Development Code. The update will include zoning map updates, building standards, street section standards, site review criteria, parking standards, development standards and other housekeeping items to clarify and improve the code. The project is being funded by the Oregon Department of Land Conservation and Development Code Assistance Program.

The kickoff for the project had been postponed due the coronavirus. The first step in the project was to provide required documents to LCOG. That has been completed. Next steps are scheduling a community walking tour of the project, development of a Public Information Plan and an official kick off meeting. We are working with staff from DLCD and LCOG to get those steps started.

Oregon Department of Transportation Safe Routes to School (SRTS) Construction Program

Lane County is applying for a grant on behalf of the City of Lowell for SRTS funding. The project is to construct sidewalk improvements for a portion of Main Street and N Lake Shore Drive. The total cost of the project is estimated at \$466,506. The SRTS Infrastructure Grant requires a 20 percent match. Lane County is providing the match. The grant application is due on August 31, 2020. The cost estimate and a map of the proposed work is attached.

Project Updates

- Main Street and Lakeview Avenue – The City Engineer, Public Works Director, Wildish Construction and Interim City Administrator had a preconstruction meeting on August 4. We reviewed the construction schedule and discussed several project related items. Work began Monday August 10th. Schedule and project details will be presented as available.
- Purchase of 205 and 295 East Main Street – Government Capital Corporation has requested: City of Lowell 2020 Budget, City of Lowell 2019 Year End Income Statement and Balance Sheet, copy of the sales contract to purchase the property and a resolution approving Government Capital for the financing. All documents except the resolution have been provided. After passage of the resolution, staff will be providing the lender with the resolution which will meet all their requirements. Closing is scheduled for August 31st.





Attachments:

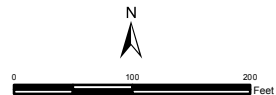
1. Cost estimate for the SRTS Grant Project
2. Map showing the sidewalk improvement areas

Lowell SRTS Cost Estimate						
Main St.						
Bid Item	Length (ft)	Width (ft)	Quantity	Unit	Unit Price	Total
Removal of Walks/DW	552	6	368	sy	\$ 5.00	\$ 2,760.00
Removal of Curbs	552			ft	\$ 2.00	\$ 1,104.00
Curb and Gutter	552			ft	\$ 35.00	\$ 19,320.00
Sidewalk (curbside)	552	6	3312	sf	\$ 20.00	\$ 66,240.00
					Total	\$ 89,424.00
					40% Contingency	\$ 35,769.60
					Est. Total	\$ 125,193.60
W. Boundary Rd						
Curb and Gutter	609			ft	\$ 35.00	\$ 21,315.00
Sidewalk (curbside)	609	6	3654	sf	\$ 20.00	\$ 73,080.00
					Total	\$ 94,395.00
					40% Contingency	\$ 37,758.00
					Est. Total	\$ 132,153.00
W. Boundary Rd/Jasper-Lowell Rd						
Pork-chop Island			1	ea	\$ 100,000.00	\$ 100,000.00
ADA Ramps (2 per corner)			6	ea	\$ 8,000.00	\$ 48,000.00
Crosswalk			100	sf	\$ 14.00	\$ 1,400.00
					Total	\$ 149,400.00
					40% Contingency	\$ 59,760.00
					Est. Total	\$ 209,160.00
					Project Total	\$ 466,506.60
					Total Length of Sidewalk (ft)	1,161
					Total Area of Sidewalk (sf)	6,966
					Price per Length of Sidewalk (\$/ft)	402
					Price per Area of sidewalk (\$/sf)	67



The information on this map was derived from digital databases on the Lane County regional geographic information system. Care was taken in the creation of this map, but is provided "as is". Lane County cannot accept any responsibility for errors, omissions or positional accuracy in the digital data or the underlying records. Current plan designation, zoning, etc., for specific parcels should be confirmed with the appropriate agency. There are no warranties, expressed or implied, accompanying this product. However, notification of any errors will be appreciated.

-  Potential SRTS Grant
-  School
-  Taxlot
-  Road



Potential SRTS Grant
City of Lowell
 Lane County, Oregon

AGENDA ITEM SUMMARY

TO: Mayor Bennett and Council
FROM: Max Baker, Public Works Director
DATE: August 18, 2020
SUBJECT: Public Works Report

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

SUMMARY:

The attached Public Works Report is for the period of July 17 – August 14. The report covers the following topics, Streets and Parks, Wastewater Treatment Plant/Collection, and Water Treatment Plant/Distribution.

FISCAL IMPACT:

N/A

COURSES OF ACTION:

This item is presented for purposes of review and discussion.

RECOMMENDATION:

N/A

ATTACHMENTS:

1. Public Works Report



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

TO: Mayor Bennett and Council
FROM: Max Baker, Public Works Director
DATE: August 18, 2020
SUBJECT: Public Works Report

Streets and Parks

Below are the weekly report totals from 7/17 - 8/14 for the radar speed sign.

Total Vehicles Count	# of Speed Violations	Average Speed (MPH)	Maximum Speed (MPH)
3631	19	13	31

Thursday 8/13/20 Staff switched Radar sign to “Stealth Mode” this will still capture data but will not indicate speed on sign. This will test the effectiveness of the sign.

Lane County continues work on the ADA ramp improvements on Main and Pioneer.

Wastewater Treatment Plant/Collections

The new Metal Building was installed at the sewer plant on 8/6/20.

After green waste drop off at the end of the Month Staff will clean up debris and begin removing Bio-Solids from drying beds.

Water Treatment Plant/Distribution

All Algae sample results non-detects.

Wildish began work on the water line replacements for East Main and Lakeview Monday 8/10/20.

AGENDA ITEM SUMMARY

TO: Mayor Bennett and Council
FROM: Marsha Miller, Interim City Administrator
DATE: August 18, 2020
SUBJECT: Monthly Police Report

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

SUMMARY:

The Monthly Police Report for July 2020 is attached for your review and discussion.

FISCAL IMPACT:

N/A

COURSES OF ACTION:

This item is for review and discussion.

RECOMMENDATION:

N/A

ATTACHMENTS:

1. July 2020 Police Report

AGENDA ITEM SUMMARY

TO: Mayor Bennett and Council
FROM: Marsha Miller, Interim City Administrator
DATE: August 18, 2020
SUBJECT: Monthly Police Report

DISCUSSION
ACTION
 RESOLUTION
 ORDINANCE
 PROCLAMATION
 REPORT

SUMMARY:

The Monthly Police Report for July 2020 is attached for your review and discussion.

FISCAL IMPACT:

N/A

COURSES OF ACTION:

This item is for review and discussion.

RECOMMENDATION:

N/A

ATTACHMENTS:

1. July 2020 Police Report

LOWELL PATROL LOG July 2020

DATE	OFFICERS	START TIME	END TIME	# HOURS	CONTACTS	ARRESTS	CITES	WARNINGS	CALLS	REPORT #
3-Jul	408	0:00	1:30	1:30	1		1			
4-Jul	408	2:00	4:00	2:00						
4-Jul	408	23:45	1:40	1:55						
4-Jul	429	10:45	15:00	4:15						
5-Jul	408	0:30	2:00	1:30						
6-Jul	408	0:30	2:00	1:30						
7-Jul	408	2:30	4:00	1:30						
12-Jul	409	1:00	2:30	1:30						
14-Jul	409	2:00	3:30	1:30						
15-Jul	408	0:30	2:30	2:00						
16-Jul	408	1:00	3:00	2:00						
17-Jul	429	10:20	12:20	2:00						
18-Jul	429	12:00	12:07	0:07						
19-Jul	409	3:00	4:30	1:30						
21-Jul	408	0:00	3:00	3:00						
22-Jul	408	1:30	3:30	2:00						
23-Jul	408	0:00	1:30	1:30						
24-Jul	408	0:00	2:30	2:30						
25-Jul	429	10:25	11:25	1:00						
25-Jul	429	19:15	22:15	3:00	4		3	1		
26-Jul	429	18:30	19:00	0:30						
27-Jul	408	0:00	2:15	2:15						
28-Jul	408	1:45	3:00	1:15						
29-Jul	408	0:00	3:00	3:00						
30-Jul	408	0:30	4:00	3:30						
31-Jul	409	22:15	23:15	1:00						
TOTAL HOURS WORKED				50						

TRAFFIC VIOLATIONS	CITATION	WARNING
SPEED	3	
DWS	1	
FAIL TO SIGNAL		
STOP VIOLATIONS		
OTHER MOVING		

DATE	TIME	DESCRIPTION
4-Jul	12:32	Traffic for Speed 60/35
12-Jul	1:30	72-hour tow notice placed
14-Jul	2:45	Check abandoned vehicle Reported stolen/Advised LCSO
17-Jul	10:51	72-hour tow notice placed
	10:55	Traffic for Speed 55/35
18-Jul	12:00	Illegally parked vehicle check
25-Jul	20:20	Traffic for DWS
25-Jul	20:50	Traffic for Speed 42/25
25-Jul	21:40	Report of trespass, advised

AGENDA ITEM SUMMARY

TO: Mayor Bennett and Council
FROM: Marsha Miller, Interim City Administrator
DATE: August 18, 2020
SUBJECT: Lane County Intergovernmental Agreement (IGA)

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

SUMMARY:

The City maintains an intergovernmental agreement with Lane County Public Works for quarterly sweeping, annual cleaning of catch basins, vegetation control, any required surface and drainage maintenance, or other street maintenance activities. The existing 3-year agreement expires in October 2020. The last time the agreement was renewed, staff proposed adding additional streets. Those streets have been included in this agreement.

FISCAL IMPACT:

The IGA is not to exceed an amount of \$50,000 over the three-year period. Expenditures are budgeted in the Street Fund under Contract Services. The City typically spends between \$3,000 - \$5,000 per year. This past year it was \$4,573.

COURSES OF ACTION:

1. Motion to approve the Lane County Intergovernmental Agreement

RECOMMENDATION:

Motion to approve the Lane County Intergovernmental Agreement

ATTACHMENTS:

1. Intergovernmental Agreement



**INTERGOVERNMENTAL AGREEMENT
FOR
Operational Maintenance Services
City of Lowell**

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

County and Agency agree as follows:

1. RECITALS

- 1.1 ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers, or agents, have authority to perform.
- 1.2 **COUNTY** and **CITY** have determined that it is both to their mutual benefit and to the general public's benefit if they jointly utilize maintenance resources, including equipment and operators.

2. SCOPE OF AGREEMENT.

2.1 For the purpose of this agreement, **CITY** and **COUNTY** have defined operational maintenance as quarterly street sweeping, annual cleaning of catch basins, vegetation control and any shoulder and surface maintenance, drainage maintenance and other street maintenance activities specifically requested in writing by **CITY**.

2.2 County shall:

- .1 Furnish equipment, materials, and personnel to perform operational maintenance services on streets designated by **CITY**. It is understood by both parties, **COUNTY** may be unavailable to provide services to **CITY** during certain times due to its workload.
- .2 Provide quarterly street sweeping upon **CITY** owned portion of the following roads. Approximately 4.67 miles (24,643 feet).

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Length</u> <u>(feet)</u>
1. 1 st STREET	PIONEER STREET	END	2,621
2. 4 th STREET	MOSS STREET	HYLAND STREET	1,078
3. 6 th STREET	MOSS STREET	"D" STREET	392
4. CAROL STREET	OFF 4 th STREET	END	710
5. D STREET	OFF 4 th STREET	END	1,087
6. EAST 2 nd STREET	MOSS STREET	NORTH HYLAND LN	1,042
7. EAST 3 rd STREET	MOSS STREET	NORTH HYLAND LN	1,058
8. EVERLY STREET	OFF W. MAIN STREET	PENGRA ROAD	623
9. HYLAND STREET	3 rd STREET	4 th STREET	386
10. INDUSTRIAL WAY	END	END	560
11. LOFTUS STREET	OFF EVERLY STREET	END	293
12. MAIN STREET	BOUNDARY ROAD	MOSS STREET	1,113
13. MARINA VISTA DR	OFF NORTHSHORE DR	END	840
14. MOSS STREET	LAKEVIEW STREET	PENGRA ROAD	1,200
15. NORTH ALDER STREET	WEST MAIN STREET	END	607
16. NORTH DAMON STREET	OFF WEST 2 nd STREET	END	573
17. NORTH HYLAND LN	OFF NORTHSHORE DR	END	2,216

18.	SENECA STREET	MOSS STREET	INDUSTRIAL WAY	243
19.	SOUTH ALDER ST	WEST MAIN STREET	END	517
20.	WEST 2 ND STREET	MOSS STREET	END	657
21.	WEST MAIN STREET	MOSS STREET	ALDER STREET	753
22.	PENGRA ROAD	MOSS STREET	PIONEER STREET	773
23.	PIONEER STREET	N. SHORE DRIVE	4TH STREET	2,613
24.	SUNRIDGE LANE	WETLEAU DRIVE	END	1,213
25.	TRAILBLAZER COURT	1 ST STREET	END	159
26.	WETLEAU DRIVE	OFF 1 ST STREET	END	<u>1702</u>
			TOTAL FEET	24,643

.3 COUNTY agrees to provide annual catch basin maintenance upon CITY owned portion of the following roads. Approximately 4.82 miles (25,427 feet).

	<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Length (feet)</u>
1.	1 ST STREET	PIONEER STREET	END	2,621
2.	4 TH STREET	MOSS STREET	HYLAND STREET	1,078
3.	6 TH STREET	MOSS STREET	"D" STREET	392
4.	7 TH STREET	JASPER-LOWELL RD	END	784
5.	CAROL STREET	OFF 4 TH STREET	END	710
6.	D STREET	OFF 4 TH STREET	END	1,087
7.	EAST 2 ND STREET	MOSS STREET	NORTH HYLAND LN	1,042
8.	EAST 3 RD STREET	MOSS STREET	NORTH HYLAND LN	1,058
9.	EVERLY STREET	OFF W. MAIN STREET	PENGRA ROAD	623
10.	HYLAND STREET	3 RD STREET	4 TH STREET	386
11.	INDUSTRIAL WAY	END	END	560
12.	LOFTUS STREET	OFF EVERLY STREET	END	293
13.	MAIN STREET	BOUNDARY ROAD	MOSS STREET	1,113
14.	MARINA VISTA DR	OFF NORTHSHORE DR	END	840
15.	MOSS STREET	LAKEVIEW STREET	PENGRA ROAD	1,200
16.	NORTH ALDER STREET	WEST MAIN STREET	END	607
17.	NORTH DAMON STREET	OFF WEST 2 ND STREET	END	573
18.	NORTH HYLAND LN	OFF NORTHSHORE DR	END	2,216
19.	SENECA STREET	MOSS STREET	INDUSTRIAL WAY	243
20.	SOUTH ALDER ST	WEST MAIN STREET	END	517
21.	WEST 2 ND STREET	MOSS STREET	END	657
22.	WEST MAIN STREET	MOSS STREET	ALDER STREET	753
23.	PENGRA ROAD	MOSS STREET	PIONEER STREET	773
24.	PIONEER STREET	N. SHORE DRIVE	4TH STREET	2,613
25.	SUNRIDGE LANE	WETLEAU DRIVE	END	1,213
26.	TRAILBLAZER COURT	1 ST STREET	END	159
27.	WETLEAU DRIVE	OFF 1 ST STREET	END	<u>1702</u>
			TOTAL FEET	25,427

.4 COUNTY agrees to provide, within its capabilities and schedule permitting, other operational maintenance for CITY as directed by CITY'S Coordinator. The scope of

work and section of street(s) designated for work shall be specified in each CITY request.

.5 COUNTY agrees to provide an estimate of costs, if requested by CITY for work under this agreement.

2.3 City shall:

.1 Be responsible for selecting work sites only on roadways and rights-of-way dedicated to public use.

2.4 Both Parties Agree:

COUNTY will employ standard operating and safety procedures while providing operational maintenance services to CITY. In the event those procedures are followed and a damage claim is filed, CITY will, as between the parties hereto, assume liability for said claim.

3. DOCUMENTS FORMING THE AGREEMENT

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

3.2 Exhibits. With this document, the following exhibits are incorporated into the Agreement:

None

4. CONSIDERATION AND PAYMENT

The cost of operational maintenance services to be provided by COUNTY will not exceed \$50,000 (Fifty Thousand) during the term of the agreement. In the event this amount is not sufficient to continue services and both parties mutually agree, an amendment to the agreement may be executed with terms mutually agreeable to both parties.

4.1 In consideration for City's performance under this Agreement, County shall:

.1 Upon completion of work, submit to CITY a billing for all incurred costs incurred in the performance of operational maintenance on CITY streets. COUNTY will bill CITY for services on a monthly basis or following completion of the work.

4.2 In consideration for County's performance under this Agreement, City shall:

.1 Upon receipt of billing, reimburse COUNTY for all costs incurred within 30 days of billing.

5. EFFECTIVE DATE AND DURATION

5.1 Effective Date. Upon the signature of all parties, this Agreement is effective October 16, 2020.

5.2 Duration. Unless extended or terminated earlier in accordance with its terms, this Agreement will terminate three (3) years from the date of the final execution of this agreement. However, such expiration shall not extinguish or prejudice either party's right to enforce this agreement with respect to any breach or default in performance which has not been cured.

6. AUTHORIZED REPRESENTATIVES. Each of the parties designates the following individuals as their authorized representatives for administration of this Agreement. Any notice required under this Agreement must be addressed to the authorized representative stated here. A party may designate a new authorized representative by written notice to the other. If not identified in this section, the person executing the Contract on behalf of that party is that party's representative.

6.1 County's Authorized Representative. Lane County Public Works Zone 1 Supervisor, 3040 N Delta Hwy, Eugene, OR 97408, 541-682-6948

6.2 Agency's Authorized Representative. City of Lowell Public Works Director, PO Box 490, Lowell, OR 97452, 541-937-2776.

7. **INDEMNIFICATION.** To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, each party agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and agents from and against all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the indemnifying party's negligence in the performance of or failure to perform under this Agreement.
8. **PUBLIC BODY STATUS.** In providing the services specified in this Agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.
9. **MODIFICATION AND TERMINATION.**
 - 9.1 **Modification.** No modification or amendment to this Agreement will bind either party unless in writing and signed by both parties.
 - 9.2 **Termination.** The parties may jointly agree to terminate this Agreement at any time by written agreement.
 - 9.3 **Non-Appropriation.** Each of the parties certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement for the period within the current budget; however, the parties understand and agree that, if a party does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Agreement, this Agreement will terminate at the end of the last fiscal year for which payments have been appropriated. The non-appropriating party will notify the other party of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, neither party will have a further obligation for payments beyond the termination date.
10. **MISCELLANEOUS PROVISIONS**
 - 10.1 **Disputes.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.
 - 10.2 **Waiver.** Failure of either party to enforce any provision of the Agreement does not constitute a waiver or relinquishment by the party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.
 - 10.3 **Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
 - 10.4 **Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of this Agreement.
 - 10.5 **No Third-Party Beneficiaries.** County and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Agreement.
 - 10.6 **Headings.** The headings and captions in this Agreement are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Agreement.
 - 10.7 **Force Majeure.** Neither party will be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.
 - 10.8 **Multiple Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.

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

10.10 Americans with Disabilities Act Compliance. During the performance of this Agreement, County and Agency will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq., and Section 504 of the Rehabilitation Act of 1973.

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

AGENCY:

CITY OF LOWELL

COUNTY:

LANE COUNTY

By: _____

By: _____

Title: _____

Title: Daniel Hurley, Public Works Director

Date: _____

Date: _____

Address:

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

AGENDA ITEM SUMMARY

TO: Mayor Bennett and Council
FROM: Marsha Miller, Interim City Administrator
DATE: August 18, 2020
SUBJECT: Resolution 752 Authorizing a Loan with Government Capital

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

SUMMARY:

The City Council passed a motion at the July 30, 2020 City Council Meeting to purchase the property at 205 and 295 E Main Street in an amount not to exceed \$298,000, pursue 24-month interest only financing from Government Capital at a rate of 2.6%, with transaction fees not to exceed \$10,000, and authorizing the City Administrator to sign all contract documents.

FISCAL IMPACT:

N/A

COURSES OF ACTION:

1. Motion to approve Resolution 752, as written
2. Motion to approve Resolution 752, as amended

RECOMMENDATION:

Motion to approve Resolution 752

ATTACHMENTS:

1. Resolution 752

RESOLUTION NO. 752

A RESOLUTION OF CITY OF LOWELL, LANE COUNTY, OREGON AUTHORIZING THE ISSUANCE AND NEGOTIATED SALE OF A FULL FAITH AND CREDIT OBLIGATION IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$310,000; DESIGNATING AN AUTHORIZED REPRESENTATIVE; AUTHORIZING EXECUTION AND DELIVERY OF A FINANCING AGREEMENT; AND RELATED MATTERS.

WHEREAS, City of Lowell, Lane County, Oregon (the “City”) is authorized pursuant to the Constitution and laws of the State of Oregon, namely Oregon Revised Statutes Sections 271.390, 287A.300 and 287A.315 (collectively, the “Act”) to enter into a financing agreement to finance the cost of real and personal property as more fully described in Exhibit A attached hereto (the “Project”) and pay the costs of issuance of such obligations; and

WHEREAS, it is advantageous for the City to authorize and enter into a financing agreement to finance the Project as described below.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF CITY OF LOWELL, LANE COUNTY, OREGON AS FOLLOWS:

Section 1. Authorization. The Council hereby authorizes the execution and delivery of a financing agreement (the “Agreement”) to finance the Project. The aggregate principal amount of the Agreement shall not exceed \$310,000, the final maturity shall not be later than two (2) years from date of issuance, and the rate of interest on the Agreement shall not exceed 2.60% per annum.

Section 2. Payments. The payments for the Agreement shall be payable from the general, non-restricted revenues of the City and other funds which may be available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon. The obligation of the City to make payments shall be a full faith and credit obligation of the City, and is not subject to appropriation. The lender shall not have a lien or security interest on the property financed with the proceeds of the Agreement.

Section 3. Designation of Authorized Representative. Pursuant to ORS 287A.300(4), the City hereby authorizes the City Administrator or the Mayor (the “Authorized Representative”) to act on behalf of the City and determine the remaining terms of the Agreement as specified in Section 4 of this Resolution.

Section 4. Delegation of Final Terms of the Agreement and Additional Documents. The Authorized Representative is hereby authorized, on behalf of the City, to:

- a. establish the dated date, interest payment dates, interest rate (not to exceed the interest rate stated in Section 1 of this Resolution), principal payment dates and maturities, and final principal amount, not to exceed \$310,000 in the aggregate; and to establish prepayment provisions for the payments;
- b. prepare the Agreement which the Authorized Representative determines to be in the best interest of the City, and to execute and deliver the Agreement; and
- c. enter into any other agreements and to execute any other certificates or documents, and take any actions, which are necessary to finance the Project in accordance with this Resolution.

Section 5. Maintenance of Tax-Exempt Status. The City hereby covenants for the benefit of the lender to use proceeds of the Agreement and to otherwise comply with all provisions of the Internal Revenue Code of 1986, as amended (the "Code") which are required for the interest component of the payments payable under the Agreement to be excluded from gross income for federal income tax purposes, as provided in the Agreement. The City makes the following specific covenants with respect to the Code:

- a. The City will not take any action or omit any action if it would cause the Agreement to become an arbitrage bond under Section 148 of the Code.
- b. The City shall operate the facilities and equipment financed with the Agreement so that the Agreement does not become a private activity bond within the meaning of Section 141 of the Code.
- c. The City shall comply with appropriate reporting requirements.
- d. The City shall pay, when due, all rebates and penalties with respect to the Agreement which are required by Section 148(f) of the Code.

Section 6. Bank Designation. The City designates the Agreement for purposes of paragraph (3) of Section 265(b) of the Code as a "qualified tax-exempt obligation" since the Agreement does not constitute a private activity bond as defined in Section 141 of the Code, and not more than \$10,000,000 aggregate principal amount of obligations, the interest on which is excludable under Section 103(a) of the Code from gross income for federal income tax purposes (excluding, however, private activity bonds other than qualified 501(c)(3) bonds) including the Agreement, have been or shall be issued by the City, including all subordinate entities of the City, if any, during the calendar year 2020.

Section 7. Resolution to Constitute Contract. In consideration of the purchase and acceptance of the Agreement, the provisions of this Resolution shall be part of the contract of the

City with the lender and shall be deemed to be and shall constitute a contract between the City and the lender. The covenants, pledges, representations and warranties contained in this Resolution and in the closing documents executed in connection with the Agreement, including without limitation the City's covenants and pledges contained in Section 2 hereof, and the other covenants and agreements herein set forth to be performed by or on behalf of the City, shall be contracts for the equal benefit, protection and security of the lender.

Section 8. Appointment of Special Counsel. The City appoints Mersereau Shannon LLP as special counsel to the City in connection with the Agreement.

ADOPTED by the Council of City of Lowell, Lane County, Oregon this 18th day of August 2020.

**CITY OF LOWELL
LANE COUNTY, OREGON**

By _____
Don Bennett
Mayor

ATTEST:

By _____
Marsha Miller
Interim City Administrator/Clerk

EXHIBIT A

Acquisition of land and improvements located at 205 E. Main Street, Lowell, Oregon, Tax ID 816247, and adjacent lot located at 295 E. Main Street, Lowell, Oregon, Tax ID 816247.

AGENDA ITEM SUMMARY

TO: Mayor Bennett and Council
FROM: Marsha Miller, Interim City Administrator
DATE: August 18, 2020
SUBJECT: Discussion and Direction on Process for the City Administrator Recruitment Process

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

SUMMARY:

The City is seeking to hire a City Administrator due to a vacancy. Attached is a draft of several options for moving forward with the recruitment process. Staff is seeking further discussion and direction.

FISCAL IMPACT:

Will depend on what direction Council provides.

COURSES OF ACTION:

1. Motion to authorize the Interim City Administrator to move forward with one of the options and bring back to Council for approval.
2. Motion to direct the Interim City Administrator to make changes or provide additional information.
3. No action.

RECOMMENDATION:

N/A

ATTACHMENTS:

1. Recruitment Options for the City Administrator Position
2. Prothman Proposal for Lowell
3. Proposal from Ross Schultz

Recruitment Options for Lowell City Administrator Position

The City of Lowell is seeking to fill a vacant City Administrator position. Outlined below are some options for moving forward with that recruitment for Council's discussion and direction.

The goals of the recruitment process for the Administrator Position are:

- 1) To conduct a neutral, legal and ethical process.
- 2) To provide opportunities for the community and staff to participate in the process and provide feedback for Council's consideration.
- 3) To maintain confidentiality throughout the process until the finalist stage.
- 4) To hire a City Administrator that can continue to move the community forward in fulfilling the vision and goals for a bright, positive future for the City.

The proposed recruitment process consists of three options.

Option 1: Work with a recruitment firm to handle the recruitment process.

Many firms offer a comprehensive package including developing a position profile, advertising, screening, and setting up final interviews. Attached is a proposal from Prothman, an Executive Recruiting Firm as an example. Details of their process and credentials is included in their proposal. The timeline is typically 10 – 14 weeks. Cost estimate for Prothman is \$16,500.

Option 2: Work through LCOG to handle the recruitment process.

LCOG has an existing contract with Ross Schultz, a recruiter, that the City can utilize for the recruitment process. Attached is a draft outline of what that recruitment process would include. The cost estimate for the Schultz/LCOG proposal is \$10,000.

Option 3: Work with LCOG and contract for a portion of the process.

LCOG can utilize the existing contract with Ross Schultz for a portion of the recruitment process. For example, it would be beneficial to have the position profile, posting, and advertising done professionally. Once applications are received, the City could work with LCOG to conduct the remaining process. The cost estimate for this work through LCOG is about \$140 per hour. If this is the direction Council would like to go, we will get a more precise estimate of time required.

If the City Council's direction is to move forward with Option 1, we will prepare an agreement with Prothman. If the Council's direction is to move forward with Option 2, LCOG will put together a proposal for consideration. If Council's direction is to move forward with Option 3, staff will put together a cost estimate for the initial posting and advertising.

Options 1 and 2 would be handled fully by the Recruiter up to the final interviews and Council's decision. If the Council's direction is to move forward with Option 3, the following is a preliminary draft of the process for that option. Details will be developed as the process moves forward and opportunities for changes and adjustments are at the Council's full discretion.

Option 3

Step 1: Development of candidate profile and advertising.

Work through LCOG and recruitment firm to develop the candidate profile and associated advertising and postings.

Step 2: Screening of Applications.

The proposal would be to have Lane Council of Governments (LCOG) conduct the initial screening of the applicant pool. LCOG is experienced in this area and it is beneficial to have a neutral party conduct the screening. The screening would be done based on the requirements of the position and the qualifications of the applicants. Screening criteria will be developed for Council's review.

Step 3: Interview Process for Qualified Candidates.

- Conduct initial interviews either by phone or Skype with the goal of getting to 3-4 finalists.
- Interview panel can be made up of a sub-committee of Council, some community members and staff, as an option.

Finalists Interviews can be set up over one or two days. Finalist interviews are ideally conducted in person. Details on how to conduct these considering Covid19 social distancing requirements will need to be developed. Typically, the final interviews would include:

- Interview with community members and staff.
- Tour of the Community and City operations with community members and staff.
- Meet and Greet for interested community members

Feedback on the candidates would be forwarded to the Mayor and Council for consideration.

- Final Interview with the Mayor and Council. This can be a standard interview or an interview and presentation on a topic determined by Council.

Once Mayor and Council have a finalist, reference checks and preparation of an offer will be made.

**Proposal
to provide recruitment services for
the City of Lowell's next
City Administrator**



Leadership is Key to the Sustainability of Any Organization

Character, integrity, and the commitment of a leader inspires those in the workplace to go the extra mile and can greatly influence the team's success in achieving its objectives.

Finding great leaders is what we do!



Executive Recruitment

Interim Staffing. Application Software. Job Board.

STATEMENT OF QUALIFICATIONS

ABOUT PROTHMAN

Prothman specializes in providing national and regional executive recruitment services to cities, counties, districts, and other governmental agencies throughout the western United States. Founded in 2001, Prothman has become an industry leader known and respected for outstanding customer service, quality candidate pools, and our knowledge of local government.

OUR EXPERTISE

Recruitment Knowledge and Experience: The Prothman team has conducted over 550 recruitments and interim placements. We have read and screened over 16,000 resumes, and we have personally interviewed over 7,000 semifinalist candidates. We know how to read between the lines, filter the fluff, and drill down to the qualities and experiences required to be a good manager.

Firsthand Knowledge of Local Government: Every Prothman team member has worked in local government. Our talented consultants have a cumulative 175 years in local government service, with expertise ranging from organization management, police and fire management, human resources, finance, public works and elected official public service.

OUR PROVEN PROCESS

Clients and candidates continually tell us that we have the best process and client service in the industry. The tenure of our placements is among the best in the industry because we understand that "fit" is the most important part of the process; not just fit within the organization, but fit within the community, as well.

OUR GUARANTEE

We are confident in our ability to recruit an experienced and qualified candidate who will be the perfect "fit" for your organization. Should the selected finalist leave the position or be terminated for cause within one year from the employment date, we will conduct a replacement search with no additional professional fee.

CONTACT INFORMATION

Sonja Prothman - sonja@prothman.com, 206.368.0050
371 NE Gilman Blvd., Suite 310, Issaquah, WA 98027
www.prothman.com
www.prothman-jobboard.com
Submittal Date: August 7, 2020

COMMITMENT TO PROVIDE SERVICE

Prothman commits to performing all services represented in this proposal.

STATEMENT OF QUALIFICATIONS - EXPERIENCE

Current Recruitments

City of Monmouth, OR – *City Manager*
Jefferson County, OR – *Building & Grounds Director*
City of Pasco, WA – *Deputy City Manager*
City & County of Broomfield, CO – *Deputy City/County Manager*
Mono County, CA – *Assistant County Administrative Officer*
Morrow County, OR – *Planning Manager*
Bonner County, ID – *Certified Residential Appraiser*
City of Palos Verdes Estates, CA – *Finance Director*
City & County of Broomfield, CO – *Director of City/County Vitality*
City of Blaine, WA – *Public Works Director*
Spokane Regional Clean Air Agency, WA – *Executive Director*
Whatcom Transportation Authority, WA – *General Manager*
Whatcom Transportation Authority, WA – *HR Director*
Mountain View Fire & Rescue, WA – *Deputy Fire Chief*
City of Lincoln, NE – *Fire Chief*
KITTCOM, WA – *Director*
Gunnison County Attorney's Office, CO – *Deputy County Attorney*
Kitsap Transit, WA – *HR Director*

References/Recruitments

Jefferson County, OR – Building & Grounds Director (*in progress*), Community Development Director, Health Director, Public Works Director
Contact – County Administrative Officer, Jeff Rasmussen – 541.475.2449
jeff.rasmussen@co.jefferson.or.us

City of Woodburn, OR – Finance Director, HR Director, City Administrator, Community Development Director, Police Chief, Economic Development Director
Contact – HR Director, Mel Gregg – 503.982.5231
mel.gregg@ci.woodburn.or.us

Association of Oregon Counties, OR – Executive Director (*recently completed*)
Klickitat County, WA – Fiscal Manager (*in progress*)
Contact – Retired Chief Operations Officer (current HR Director, Klickitat County), Robb Van Cleave – 509.773.7171
robbvc@klickitatcounty.org

STATEMENT OF QUALIFICATIONS - PROJECT TEAM

GARY MILLIMAN - PROJECT LEAD

Recently retired from the City of Brookings, OR, and recognized by the International City/County Management Association (ICMA) with the highly prestigious Career Excellence Award, Gary brings more than 45 years of experience in city management and public affairs to the Prothman team. Gary has served as a City Manager in cities with populations ranging from 2,800 to 105,000 in California and Oregon, with 35-450 employees. In South Gate, California, he was principally responsible for rebuilding that city's organization, financial stability and reputation following a period of political corruption and mismanagement. Gary has served as City Manager in Cotati, Fort Bragg and Bell Gardens, California, and in Brookings, Oregon, as well as serving as Southern California Director for the League of California Cities. Having completed an undergraduate degree in journalism, Gary earned a Master of Public Administration degree from the University of Southern California (USC) and completed the Senior Executives in State and Local Government program at Harvard University.

SONJA PROTHMAN - PROJECT SUPPORT

As co-owner and Vice President, Sonja directs the day-to-day operations of the Prothman Company and has over 12 years of experience in local government recruiting, interim placements, and organizational assessments. Sonja is a former councilmember for the City of Normandy Park, Washington, and brings to Prothman the "elected official" side of government – a vital perspective for understanding our clients' needs. Sonja also brings private sector expertise having worked with the Boeing Company where she was on the start-up team as lead negotiator for schedules and deliverables for the first 777 composite empennage. A Seattle native, Sonja earned a bachelor's degree in Communications from the University of Washington.

STEVE WORTHINGTON - PROJECT SUPPORT

Steve is a senior consultant for Prothman and brings over 25 years of successful leadership in local government and is currently serving his second 4-year term as a Council Member for the City of University Place, WA. Prior to retirement after 6 years as the City Manager for the City of Fife, WA, Steve served as Community Development Director for six years in Fife and for nine years for the City of Cheney, WA. Steve was also an economic development specialist for the Spokane WA Economic Development Council, a member of the Association of Washington Cities Legislative Task Force, and an Economic Development Board Tacoma/Pierce County Trustee. Steve has a Bachelor of Arts degree in Speech Communications from the University of Washington, and a Master of Public Administration degree from Eastern Washington University.

BARRY GASKINS - PROJECT SUPPORT

Barry is responsible for candidate management. His attention to detail and understanding of timeliness to the customer and candidates is remarkable. Barry works with the lead consultant in following through with scheduling interviews, arranging candidate travel, managing candidate application packets, and assembly of candidate information to give to the client. Barry came to us from the Bill & Melinda Gates Foundation where he served as a Program Assistant for four years in the US Library Program. Barry earned his bachelor's degree from California State University in Los Angeles.

JARED ECKHARDT - PROJECT SUPPORT

Jared is responsible for profile development and candidate outreach. Jared works one-on-one with the client for the profile development and works with Sonja and the lead consultant on each client's outreach strategies. Jared graduated from the University of Washington, earning his BA in Communications.

AVAILABILITY, COMMUNICATION & SCHEDULE

We are ready to start when you are!

One of our first tasks will be to coordinate and commit to a schedule. Then, we protect your dates on a master schedule to assure we never miss a commitment. We provide you with our cell phone numbers so you have direct access to your lead consultant and support staff, and we will communicate and update you as often as you desire. Our recruitments take approximately 10-14 weeks to complete, depending on the scope and direction from the client. You can expect approximately: 2-3 weeks for stakeholder interviews and profile development and approval, 5-6 weeks for recruitment, 2-3 weeks for screening and interviewing, and 2-3 weeks for coordinating final interviews.

SAMPLE SCHEDULE

Blue highlighted / bolded events represent meetings with the client.

Date	Topic
Weeks of August 10 & 17, 2020	Travel to Lowell for stakeholder interviews, gather information for position profile, send profile for review
August 24, 2020	Post Profile and Start Advertising
September 2, 2020	Send Direct Mail
September 27, 2020	Application Closing Date
Weeks of September 28 & Oct. 5, 2020	Prothman screens applications & interviews top 8 - 15 candidates
Week of October 12 - 16, 2020	Travel to Lowell for Work Session to review semifinalists and pick finalists, and design final interviews
Week of October 26 - 30, 2020	Travel to Lowell for Final Interview Process

EXECUTIVE SUMMARY

Prothman has been in the business of finding highly qualified candidates for placement in local government organizations of various sizes with varying political ideologies for 17 years. We have worked for small organizations like Yachats, Oregon, pop. 800, to South Lake Tahoe, CA, population 22,035, to large counties like King County, Washington, pop. 2+ million. We understand politics, council and board dynamics and community passion, and we are experts in facilitating. We have designed our recruitment process so that all stakeholders are included, listened to, and treated with respect. Our company takes pride in and stakes its reputation on finding qualified candidates who are the right “fit” for our clients.

COVID–19 Experience: We have successfully completed many recruitments during the current pandemic and social distancing regulations. We have implemented many levels of Zoom meetings with the client, including work sessions and final interviews with boards. We have held final interviews via Zoom to narrow the candidates down to the top one or two to be invited for a personal onsite interview. We have had a final candidate chosen based solely on the Zoom interviews and we have had boards narrow it down to one final candidate to bring in for in-person interviews based on the Zoom interviews. We have also had final interviews where all candidates were on site and social distancing parameters and masks were adhered to. There is no cookie cutter here; we work with the client to address your concerns and comfort level with social distancing and we provide a process that supports your needs.

PROPOSED SCOPE OF WORK

1. Develop a Tailored Recruitment Strategy

Project Review

The first step will be to:

- ◆ Review the scope of work and project schedule

Information Gathering and Research (*Soliciting Input*)

We will travel to Lowell (or meet via Zoom) and spend as much time as it takes to learn everything we can about your organization. Our goal is to thoroughly understand the values and culture of your organization, as well as the preferred qualifications you desire in your next City Administrator. We will:

- ◆ Meet with the Mayor & City Council
- ◆ Meet with the Interim City Administrator
- ◆ Meet with Department Directors and other staff, as directed
- ◆ Meet with community and other stakeholders, as directed
- ◆ Review all documents related to the position

Position Profile Development (*Identifying the Ideal Candidate*)

We will develop a profile of your ideal candidate. Once the Position Profile is written and approved, it will serve as the foundation for our determination of a candidate’s “fit” within the organization and community. Profiles include the following:

- ◆ **A description of the ideal candidate’s qualifications**
 - Years of related experience & Ideal personality traits
- ◆ **Organization-specific information**
 - Description of the organization, position, and key responsibilities
 - Priorities and challenges facing the organization
- ◆ **Community-specific information**
- ◆ **Compensation package details**
- ◆ **Information on how to apply**

2. Identify, Target, and Recruit Viable Candidates

Outreach and Advertising Strategy (*Locating Qualified Candidates*)

We recognize that often the best candidates are not actively looking for a new position--*this is the person we want to reach and recruit*. We have an aggressive recruitment strategy which involves the following:

- ◆ **Print and Internet-based Ads** placed nationally in professional publications, journals and on related websites.
- ◆ **Targeted Direct Mail Brochures** sent directly to hundreds of highly qualified city and county management professionals who are not actively searching for a new position.
- ◆ **Focused Candidate Outreach and Networking** via over 6,500 ICMA emails and personal phone calls from our database of potential candidates.
- ◆ **Posting the Position Profile on Prothman's Facebook and LinkedIn pages, and on the Prothman website**, which receives over five thousand visits per month from potential candidates.

3. Conduct Preliminary Screening

Candidate Screening (*Narrowing the Field*)

Once the application deadline has passed, we will conduct an extensive candidate review designed to gather detailed information on the leading candidates. The screening process has 3 key steps:

- 1) **Application Review:** Using the Position Profile as our guide, we will screen the candidates for qualifications based on the resumes, applications, and supplemental question responses (to determine a candidate's writing skills, analytical abilities and communication style). After the initial screening, we take the yes's and maybe's and complete a second screening where we take a much deeper look into the training, work history and qualifications of each candidate.
- 2) **Internet Publication Background Search:** We conduct an internet publication search on all semifinalist candidates prior to their interviews. If we find anything out of the ordinary, we discuss this during the initial interview and bring this information to you.
- 3) **Personal Interviews:** We will conduct in-depth videoconference or in-person interviews with the top 8 to 12 candidates. During the interviews, we ask the technical questions to gauge their competency, and just as importantly, we design our interviews to measure the candidate's fit within your organization.

Candidate Presentation (*Choosing the Finalists*)

We will prepare and send to you a detailed summary report for the semifinalist candidates and binders which include each candidate's application materials, including resume, cover letter, and supplemental question responses, and the results of the personal interviews and publication search. We will travel to Lowell or meet via Zoom and discuss with you what we have learned throughout our screening process. We will review with you the candidates' qualifications and experience, the results of the semifinal interviews and the candidates' strengths and weaknesses relative to fit within your organization. We will give you our recommendations and then work with you to identify the top 3 to 5 candidates to invite to the final interviews. We will discuss the planning and design of the final interview process during this meeting after the finalist candidates have been agreed upon.

4. Prepare Final Interview Process and Materials

Final Interview Process (*Selecting the Right Candidate*)

The design of the final interviews is an integral component towards making sure that all stakeholders have the opportunity to learn as much as possible about each candidate.

- ◆ **Elements of the design process include:**
 - **Deciding on the Structure of the Interviews**
We will tailor the interview process to fit your needs. It may involve using various interview panels and an evening reception.
 - **Deciding on Candidate Travel Expenses**
We will help you identify which expenses your organization wishes to cover.
 - **Identifying Interview Panel Participants & Panel Facilitators**
We will work with you to identify the participants of different interview panels.
- ◆ **Evening Reception**
You may wish to have an evening reception so that all stakeholders have a chance to meet the finalist candidates in an informal setting. We will facilitate the reception.
- ◆ **Background Checks**
Background checks include the following:
 - **References**
We conduct 6-8 reference checks on each candidate. We ask each candidate to provide names of their supervisors, subordinates, and peers for the last several years.
 - **Education Verification, Criminal History, Driving Record and Sex Offender Check**
We contract with Sterling for all background checks.
- ◆ **Candidate Travel Coordination**
After you have identified the expenses you wish to cover, we work with the candidates to organize the most cost-effective travel arrangements.
- ◆ **Final Interview Binders**
The Final Interview Binders include suggested interview questions, as well as the candidates' applications, supplemental question responses, and resumes, and are the tool that keeps the final interview process organized. Each panel member will be provided a binder.
- ◆ **Final Interviews with Candidates**
We will travel to Lowell and facilitate the interviews. The interview process usually begins with a morning briefing where schedule and process will be discussed with all those involved in the interviews. Each candidate will then go through a series of one-hour interview sessions, with an hour break for lunch.
- ◆ **Panelists & Decision Makers Debrief:** After the interviews are complete, we will facilitate a debrief with all panel participants where the panel facilitators will report their panel's view of the strengths and weaknesses of each candidate interviewed.
- ◆ **Candidate Evaluation Session:** After the debrief, we will facilitate the evaluation process, help the decision makers come to consensus, discuss next steps, and organize any additional candidate referencing or research if needed.
- ◆ **Facilitate Employment Agreement:** Once the top candidate has been selected, we will offer any assistance needed in developing a letter of offer and negotiating terms of the employment agreement.

FEE, EXPENSES & GUARANTEE

Professional Fee

The fee for conducting a City Administrator recruitment with a one-year guarantee is \$18,500, however, to acknowledge and support that the City of Lowell is a “small” city, the fee is \$16,500. The professional fee covers all Prothman staff time required to conduct the recruitment. This includes all correspondence and all on-site meetings with the client, writing and placing the recruitment ads, development of the candidate profile, creating and processing invitation letters, reviewing resumes, coordinating and conducting semifinalist interviews, coordinating and attending finalist interviews, coordinating candidate travel, conducting background checks and professional references on the finalist candidates and all other search related tasks required to successfully complete the recruitment.

Professional fees are billed in three equal installments throughout the recruitment, one at the beginning, at the halfway point, and upon completion.

Expenses

Expenses vary depending on the design and geographical scope of the recruitment. We do not mark up expenses and work diligently to keep expenses at a minimum and keep records of all expenditures. The City of Lowell will be responsible for reimbursing expenses Prothman incurs on your behalf. Expenses include:

- Newspaper, trade journal, websites, and other advertising (approx. \$1,400 - 1,700)
- Direct mail announcements (approx. \$1,500 - 1,800)
- Interview Binders & printing of materials (approx. \$300 - 600)
- Delivery expenses for Interview Binders (approx. \$200 - 400)
- Consultant travel: mileage at IRS rate, travel time at \$50 per hour, lodging if required (\$550 - 800 per trip)
- Background checks performed by Sterling (approx. \$175 per candidate)

Expenses are billed monthly.

Other Expenses

Candidate travel: We cannot approximate candidate travel expenses because they vary depending on the number of candidates, how far the candidates travel, length of stay, if spouses are included, etc. If you wish, we will coordinate and forward to your organization the candidates’ travel receipts for direct reimbursement to the candidates.

Warranty

Repeat the Recruitment: If you follow the main elements of our process and a top candidate is not chosen, we will repeat the recruitment with no additional professional fee, the only cost to you would be for the expenses.

Guarantee

If you follow the main elements of our process and the selected finalist is terminated for cause or resigns within one year from the employment date, we will conduct a replacement search with no additional professional fee, the only cost to you would be the expenses.

Cancellation

You have the right to cancel the search at any time. Your only obligation would be the fees and expenses incurred prior to cancellation.

EXAMPLE OF POSITION PROFILE



CITY MANAGER

\$125,000 - \$140,500

Plus Excellent Benefits

Open Until Filled

PROTHMAN



WHY APPLY?



The City of Monmouth seeks a new City Manager to lead an energetic staff and committed, engaged Council as it develops its reputation as a community of choice for small town life with opportunities for education, employment, recreation, innovation and true sense of community. The new City Manager will inherit a stable, well-managed, and financially sound institution that is moving forward on multiple fronts. To be successful, Monmouth’s next City Manager must both respect the town’s rich history and be able to advance its brand in a rapidly changing environment.

THE COMMUNITY

Located in the heart of the 150-mile-long Willamette Valley, the most populated region in Oregon, the City of Monmouth is surrounded by ample opportunities for employment, education, and recreation in a close-knit, small town community founded by a group of Christian pioneers with the intent to build both a city and college based upon Christian principles. Despite being in the heart of wine and hop country with many craft breweries and distilleries in the area, at one time, Monmouth was the last “dry” town on the West Coast. The City prohibited the sale of beer and wine until 2002 and the sale of hard liquor until 2010.



Home to Western Oregon University, the University’s 5,000 students and residents alike enjoy small college town amenities and entertainment experiences. With a diverse population of 9,920 residents both at the University and in the area, Monmouth is regarded as an Inclusive City, showing respect for all. The City is known for having a highly educated population, with 88% of Monmouth’s residents having some college education and a City library that is among the most used in the state. As the largest employer in the community, WOU encourages its visitors to walk through the historic and vibrant college campus, witness the arts through music, theater, dance, and art exhibitions, or cheer on one of the WOU’s many sports teams.



In recent years, the City has successfully ignited the downtown’s transformation through redevelopment efforts promoted by a strong Monmouth Business Association, Chamber of Commerce and the Monmouth Urban Renewal Agency. The Urban Renewal Agency will become an increasingly important partner in the downtown’s redevelopment during the next five years.



Today, downtown Monmouth has more variety, including an abundance of locally owned and chain restaurants, a fitness club, wine tasting rooms, coffee shops, boutique clothing and gift shops and various service providers, each of which are active into the evening hours.

During the summer, the City's Main Street Park is an extremely popular destination. During the 4th of July Festival, the community celebrates together and enjoys a mini-marathon and mini-parade for the kids, followed by a grand parade, tennis tournaments, a vintage car show, music, dance, and theater performances, crafting stations for kids, and all-day food and craft vendors. The park's outdoor amphitheater is a community favorite as it hosts weekly music in the park events. Throughout the year, the park is enjoyed for its relaxing water fountain, picnic tables and covered gazebo, and children's play areas.

For those looking to explore beyond the City's borders, every direction offers unique entertainment adventures. Only an hour drive to the west is the Pacific Ocean, while a 20-minute drive northeast takes you to the state capital, Salem, which has a variety of restaurants, theatre, golf courses and shopping opportunities. An hour drive north, the City of Portland offers an international airport, chain and boutique hotels, exceptional food options, and plenty of shopping. Adjacent to Monmouth, the City of Independence hosts a variety of restaurants, the Independence Cinema, and Heritage museums. Just 3 miles east of Monmouth, the Willamette River offers wildlife viewing, fishing, and nearby river view parks.

THE CITY

Founded in 1856, the same year that Western Oregon University was founded, the City of Monmouth operates under a Council/Manager form of government. The City Council is made up of the Mayor elected for two-year terms and six Councilors elected for four-year terms. The City provides a comprehensive array of utility services including the City's own power and light company, and water, sanitary sewer, and storm water services. Monmouth also shares a consolidated fire department, school district, and a joint Chamber of Commerce and Visitors' Center with the adjacent City of Independence. The two cities also co-own the Monmouth Independence Network (MINET); a local telecommunications network delivering high-speed Internet access, digital (HD) television and telephone to Monmouth and Independence.

A City-owned Senior Center draws visitors from around the mid-Willamette Valley, and has grown steadily through the years. Today, the Senior Center provides a friendly, positive place for more than 300 members to gather for classes, activities, and trips, as well as services and resources that meet the needs of older adults.

The City's departments include Management & Finance (including Municipal Court), Police, Library, Senior Center, Community Development, Building, Public Works (including Parks, Water, Sewer & Street), and Power & Light. Services are provided by 58 FTEs on a FY2019-20 budget of \$36,509,657.



THE POSITION

Working under the guidance and direction of the Mayor and six City Council members, the City Manager serves as Chief Administrative Officer of the City of Monmouth, and is responsible for leading, planning, directing, and coordinating all City Departments. The City Manager attends and participates in all regular and special meetings of the City Council and supports the Council goals by engaging departments and/or staff to advance the goals.

A Sample of Position Responsibilities Include:

- Attend and participate in all regular and special meetings of the City Council.
- Support the Council goals by engaging departments and/or staff to advance the goals.
- Work with department heads to establish annual department priorities.
- Act as the City's Human Resource Manager. Monitor personnel policies and procedures, resolve employee grievances, and participate in union contract negotiations.
- Periodically review and examine the City organization and operating procedures to effect greater economy and efficiency in departmental management.
- Serve as City Budget Officer. Direct operation of City-owned public utilities and operations through appropriate staff.
- Be responsive to citizen inquiries, complaints and Council requests in a timely manner.
- Represent the City with local, state and federal agencies; serve on boards and committees; enlist the resources of other agencies to benefit the City; and develop good working relationships with other local government agencies.
- Nurture and maintain good public relations throughout the community and maintain high visibility and profile in the community.
- Work with the city Boards and Commissions and Monmouth Engaged groups
- Promote a culture of customer service with city policies and employees.
- Work with the City Council to create a vision and implementation plan for the future growth and development of the City of Monmouth.

OPPORTUNITIES & CHALLENGES

1. Community Identity and Recognition: The current Council is looking at how to build greater recognition for Monmouth through clarity and communication about its mission and identity. Currently, Monmouth's slogan is *Pride, Progress and Friendly Hometown Values*.

2. Strong Financial Management: Monmouth has maintained strong reserves in key funds. It has been well-managed and has thrived, however the City faces difficult choices in how to fund street maintenance and repairs and is considering new fees.

3. Advocacy and Visibility: The City Manager must be a visible and transparent advocate and leader for the community, both internally and externally, enthusiastically embodying and promoting its values and showing a strong collaborative spirit. The selected candidate must be able to approach, and be approachable by, community members, regional partners, and others. The Manager's external role is increasingly important. It is expected that he or she be active in the Monmouth and Willamette Valley communities, in the County, statewide associations and in the business and leadership community around the region.

4. Programs and Infrastructure for the 21st Century: The City has spent the last 10 years investing in infrastructure improvements to position it for growth and citizens of the digital age, but the City needs strategic leadership to continue to prepare for the future. Systems and processes have been under continual review and improvement. Limited staffing requires the wearing of 'many hats' and has led to lost opportunities for new initiatives.



IDEAL CANDIDATE

Education & Experience:

A bachelor's degree in public or business administration or related field, and a minimum of five years' local government experience with at least three years in a supervisory or administrative capacity is required. A master's degree and experience with small communities preferred. Any equivalent combination of education and experience which provides the applicant with the knowledge, skills, and abilities required to perform the duties as described will be considered. While not required, it is preferred that the selected candidate would live within Monmouth.

Necessary Knowledge, Skills & Abilities:

- The ability to communicate clearly and effectively with the Mayor, City Councilors, City Staff, and public is a must. Strong listening skills with appropriate follow-up verbally and in writing is needed.
- The ideal candidate will be visible in the community, on Main Street and elsewhere. The City Manager is expected to be easily approachable, recognized and knowledgeable about the people of Monmouth.
- The City Manager is the center point of the Human Resources functions for Monmouth. Knowledge in human resource best practices, labor relations, and experience negotiating collective bargaining agreements is sought.
- The community is seeking a leader who has proven experience creating partnerships, building relationships, leading with a collaborative spirit inside and outside of City Hall, and being the City Ambassador as well as its advocate. A history of successfully working with multiple partner groups including agencies, cities, Chambers, and Universities is highly desired.
- The City of Monmouth owns and operates its own electrical power distribution utility, which uses BPA power, as well as water and sanitary sewer utility systems. The City Manager must therefore have a thorough understanding of utility distribution and collection systems, treatment plant operations, and utility rate structures. The City also jointly owns MINET, a gig-a-byte level internet and cable provider. This nearly unique array of utilities provides both opportunities and complexity to the City's utility operations. Experience in a similar utility environment is sought.

- Economic development is one of the common points of interest in Monmouth. The successful candidate can demonstrate efforts to grow their local economies in which they have played a meaningful role.
- A leader that can share an aspirational vision, empower citizens, motivate Council directed change, and value diversity in all forms is desired. The ideal candidate will have a servant-based leadership philosophy built on a foundation of integrity.
- Skill in being politically astute, respectful, and resourceful, understanding the political balance of issues.
- A systems thinker that sees the big picture yet knows how the various gears work to move from concept to reality. A history of implemented strategic planning, either as the leader or a key player who can help the City Council achieve its goals.
- Experience providing innovative solutions and looking for new opportunities that will benefit a City. When the City Council directs, the selected candidate will have a willingness to facilitate low-cost experiments to improve the City, such as the Strong Towns movement and tactical urbanism practitioners, innovations in energy distribution and resiliency such as microgrids and local renewables, and policies and urban design plans for more resilience to the effects of climate change.
- Ability to implement a participatory management program throughout the departments and motivate staff by inclusion.
- A track record of being fiscally responsible, showing a strong knowledge of local government finances, and the ability to look down the road to find opportunities or forecast issues before they arise. Knowledge of Oregon tax structure, laws and land use regulations is desired.



COMPENSATION & BENEFITS

- **\$125,000 - \$140,500 DOQ**
- Medical, Dental, and Vision Insurance
- Vehicle Allowance
- Optional 457 Deferred Compensation Plan
- Group Term Life Insurance
- AD&D - cost share 3%
- Oregon PERS
- 10 Days of Vacation
- 12 Days of Sick Leave
- 10 Paid Holidays



Please visit:
www.ci.monmouth.or.us

The City of Monmouth is an Equal Opportunity Employer. This position is **Open Until Filled**. Applications, supplemental questions, resumes and cover letters will only be accepted electronically. To **apply online**, go to **www.prothman.com** and click on "submit your application" and follow the directions provided. Resumes, cover letters and supplemental questions can be uploaded once you have logged in. If you are a veteran and wish to request veterans' preference credit, please indicate that in your cover letter, and complete and submit the veterans' preference form posted on the website as instructed on the form.



www.prothman.com

371 NE Gilman Blvd., Suite 310
Issaquah, WA 98027
206.368.0050

EXAMPLE OF INVITE LETTER



**JEFFERSON
COUNTY
OREGON**

BUILDING & GROUNDS DIRECTOR

\$86,079 - \$110,984

First Review:
August 16, 2020
(Open Until Filled)

Apply at www.prothman.com

Dear Colleague,

Prothman is currently recruiting for the **Building & Grounds Director** position for **Jefferson County, Oregon**. We invite you to review the position details on the back page, and if you find that this position isn't right for you, could you please pass this on to other building and grounds professionals who may be ready for this next step in their career.

Thank you for your consideration and help!

The Prothman Company

PROTHMAN



THE COMMUNITY



Nestled in the heart of River Canyon Country in central Oregon, Jefferson County's exceptional climate enables residents and visitors to enjoy a multitude of outdoor activities, from water sports to golf and wine touring year-round. Jefferson County's low-humidity climate offers over 300 days of sunshine and only receives 13 inches of precipitation per year. Although the climate is dry, the area is home to a vast variety of agricultural crops that thrive in dry sunny days and cool evenings!

With a total population of 23,758, Jefferson County's 7 largest communities include Madras, Metolius, Culver, Warm Springs, Three Rivers, Camp Sherman, and Crooked River Ranch.

Jefferson County's largest city is Madras (Pop. 6,839) and serves as the County seat and gateway to Central Oregon's vast selection of outdoor recreational opportunities. The Cove Palisades State park offers over 4,000 acres of surface area for boaters surrounded on both sides by massive basalt rim rock canyon walls. Madras is also located within 70 miles of 4 ski resorts (Timberline, Mt. Hood Meadows, Hoodoo, and Mt. Bachelor) and 30 different golf courses. The local area offers plenty of opportunities for hunting, hiking, fishing, camping, and boating. The community offers a hospital, library, community college branch campus, modern movie theater, drag strip, circle track, skateboard park, 600-seat performing arts center, and indoor aquatic center. Madras is located just 30 miles from Redmond, which has a regional airport that offers daily departures to Denver, Los Angeles, Portland, Salt Lake City, San Francisco, and Seattle. Only 40 miles to the city of Bend makes it easy access to major shopping, specialized medical care, and other amenities.



THE COUNTY

Jefferson County is a general law county that is governed by 3 part-time County Commissioners who each serve 4-year terms. The commissioners are non-partisan. The County has an elected Assessor, Clerk, District Attorney, Sheriff, Surveyor and Treasurer. Other appointed officials include the County Administrative Officer and County Counsel. The fiscal year 2020-2021 adopted budget for the County is \$74.9 million and there are approximately 135 FTEs.

Jefferson County is in a strong financial position. The County completed construction of a new courthouse in August 2016 using a mixture of cash reserves, state grants, and bond sales. The County, in conjunction with Mosaic Medical, will also be breaking ground on a new 20,000 square foot Public Health Building soon to accommodate the growing needs of Jefferson County citizens. The administrative structure of Jefferson County is used by other medium-sized counties in Oregon as a model of efficiency and effectiveness when they consider organizational change.

THE DEPARTMENT & POSITION

The department is responsible for property management and maintenance of all County owned properties, buildings, and land which includes 9 employee staffed buildings, 150-bed adult correctional facility, Juniper Hills Park, 65-space RV park, the operation of County cemeteries, and the Fairgrounds complex which includes a fishing pond. The department consists of a 7-member team who are responsible for the care and maintenance of all Jefferson County maintenance needs. The department consists of a Director, a Staff Assistant III, a Lead Maintenance Technician, a Maintenance Technician II that cares for the cemetery, 2 General Maintenance Technicians III, a Maintenance Technician III that cares for the Fairgrounds, and 1 Fair Coordinator who serves an integral role in the success of the annual Jefferson County Fair. The Buildings & Grounds (B&G) Director manages the B&G program for Jefferson County under the direction of the County Board of Commissioners and the County Administrative Officer.

Please visit www.prothman.com to review the full position profile & compensation package.

Also visit the **Prothman Job Board** at prothman-jobboard.com for this and other great opportunities!

Proposal from Ross Schultz and LCOG

City of Lowell

DRAFT - Recruitment outline

August 12, 2020

1. Authorization to proceed
2. Pre meeting research depending on Job, Location and sophistication of Municipality.
3. General time frame my schedule
4. Meet with Governing Body or Client and Develop Needs; - On Site
 - a. Job Description and expectations... what others are doing
 - b. Flier Outline
 - c. Salary Range
 - d. Rough draft timeline — Recruitment Plan
 - e. Recruiting Area, Local, Regional, Out of State
 - f. Discuss interview process
 - g. Decide on what municipality will pay for... lodging, travel, etc.
 - h. Other Housekeeping?
5. Work with Muni Rep, finalize all documents ready to post
 - a. Flyer done
 - b. Posting sites identified
 - c. Firm Calendar
6. Check in with Client - Go no Go
7. Get the Job on the streets
 - a. Post
 - b. print and mail etc if applicable
 - c. Check Network
8. Collect Resume applications and Recap
 - a. Build electronic folder
 - i. Resume
 - ii. Application — Standard or Municipality (Done electronically)
 - iii. Recruiter Recap
 - iv. Any notes from internet research
 - v. Make sure applications are filled out
 - vi. Rank
 - b. Internet background top 4 to 6
 - c. Skype top 4 to 6
9. Present Candidates to Governing Body with recap from 8 above - On Site (With LCOG) This meeting will result in Who the Council would like to interview.
 - a. Discuss Interview Schedule and form of interview

- i. Full City or committee??
 - ii. Room reservations people etc.
 - iii. Who interviews
 - iv. Committee Selection
 - v. Interview panel Description
 - b. Will there be Meet and greet
 - c. Will there be a city tour
- 10. Notify Candidates make arrangements and schedule interviews
 - a. Order Background checks
 - b. Reference checks – (Assumed Email)
- 11. Interview – On Site follow plans from 9.
 - a. Help with offer description
 - b. Make offer if assigned
 - c. Notify un successful candidates
 - d. Discuss Contract as required
 - e. Turn over to Manager /legal /HR /...

Time Line -

- 1. & 2. 2 wks
- 3. & 4. 1 wk
- 5. 3 to 4 wks depending on Council go ahead etc.
- 6. 1 wk
- 7. 2 wks
- 8. 2 wks
- (6.,7.,8. Will depend on how long you wish to have the job open)
- 9. One Council meeting
- 10. 1-4 wks for notifications and scheduling etc.

Total time if all goes as planned - 3 to 4 Months

AGENDA ITEM SUMMARY

TO: Mayor Bennett and Council
FROM: Marsha Miller, Interim City Administrator
DATE: August 18, 2020
SUBJECT: Council Elections

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

SUMMARY:

The City of Lowell will be electing Council positions for Positions 2, 3, 4, and 5 in November 2020. The deadline for filing is August 25, 2020 at 4:00 p.m.

FISCAL IMPACT:

N/A

COURSES OF ACTION:

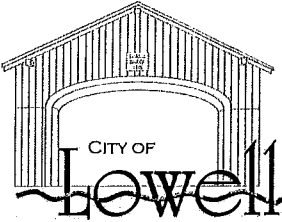
Informational only

RECOMMENDATION:

N/A

ATTACHMENTS:

1. July 14, 2020 Memorandum from Jared Cobb outlining the process and requirements.
2. Form SEL 101, Candidate Filing Form
3. Form SEL 121, Candidate Signature Sheet



City Administrator's Office
P.O. Box 490 Lowell, OR 97452
Phone: 541-937-2157
Fax: 541-937-2936
Email: jcobb@ci.lowell.or.us

July 14, 2020

To: Candidates for City of Lowell Elective Office
From: Jared Cobb, City Elections Officer
Subject: Nomination and Election Rules and Procedures

Dear Prospective Candidate,

Enclosed in this candidate's packet are all the forms you will need to file a nomination for Lowell City Councilor for the November 3, 2020 general election. Candidates may file for only one position and are elected at-large for that position. As City Administrator, I serve as the City Elections Official.

The City will be electing the following City Council positions:

- Position 2 – John Myers was appointed June 2, 2020. The person elected to the position will serve a full term ending December 31, 2024.
- Position 3 – Sam Dragt was appointed February 19, 2019. The person elected to the position will serve a full term ending December 31, 2024.
- Position 4 – Tim Stratis was appointed February 19, 2019. The person elected to the position will serve the remainder of the unexpired term ending December 31, 2022.
- Position 5 – Gail Harris was elected to the seat on November 8, 2016. The person elected to the position will serve a full term ending December 31, 2024.

To qualify for election to City Council, candidates must have resided within the City of Lowell for the 12 months immediately preceding the election and be a qualified elector within the meaning of the Oregon State Constitution. In Lowell, candidates may file by paying a fee or by petition.

For candidates filing by paying a fee, the following requirements apply:

- a. Complete form SEL 101, Candidate Filing Major Political Party or Nonpartisan, and file it with the City before August 25, 2020 at 4:00 p.m.
- b. Mark "Filing by Declaration" on the form SEL 101 and pay the \$25.00 City of Lowell filing fee at time of filing.

For candidates filing by petition, the following requirements apply:

- a. Complete form SEL 101, Candidate Filing Major Political Party or Nonpartisan, and file it with the City far enough before the filing deadline of August 25, 2020 to afford time to collect and verify signatures with the Lane County Elections Office. Mark "Prospective Petition with proposed signature sheet" on the form SEL 101.
- b. Complete SEL 121, Candidate Signature Sheet - Nonpartisan, to me for approval before circulating any petition. Petitions may not be circulated until approved by the City Elections Officer.
- c. The City's Charter requires that you get 20 qualified electors to sign your petition for nomination. A qualified elector is any person residing in the City of Lowell that is registered to vote.
- d. Submit all completed petition sheets at least 72 hours before the established election filing deadline. The City will accept unverified petitions up to the filing deadline but cannot ensure signatures can be verified by the Lane County Elections Office if submitted fewer than 72 hours, weekend and holiday hours excluded, before the election filing deadline.
- e. File the petition sheets with the Form SEL 338 Petition Submission – Candidate, Voters' Pamphlet.

For all candidates:

You are required on the SEL 101 Candidate Filing form to make certain certifications regarding campaign expenditures and organization. Please consult the 2020 Campaign Finance Manual for more information. This document, along with the 2020 County, City and District Candidates Manual, is available on the elections page of the website or in hard copy at Lowell City Hall.

Please consult the State Elections Division if you have any questions regarding requirements for campaign finance or organization reporting. While all submittals regarding campaign finance and organization must be submitted directly to the State Elections Division, please provide the City a copy of any submittal for our files.

If you have any questions regarding filing requirements, please contact me.

Jared Cobb
City Elections Officer

Candidate Filing

Major Political Party or Nonpartisan

SEL 101

rev 01/20
ORS 249.031

Filing Dates		Candidate Filing	Candidate Withdrawal
Primary Election May 19, 2020	First Day to File	September 12, 2019	March 13, 2020
	Last Day to File	March 10, 2020	
General Election November 3, 2020	First Day to File	June 3, 2020	August 28, 2020
	Last Day to File	August 25, 2020	

Filing Information

This filing is an Original Amendment

Office Information

Filing for Office of:

District, Position or County:

Party Affiliation: Democratic Party Republican Party Nonpartisan

Incumbent Judge (for judicial candidates only): Yes No Nondisclosure on file

Filing Method

Fee

Office	Filing Fee	Office	Filing Fee
United States President	n/a	District Attorney	\$50
United States Vice President	n/a	County Judge	\$50
United States Senator	\$150	MSD Executive Officer, MAD Director	\$100
United States Representative	\$100	MSD Councilor	\$25
Statewide Offices	\$100	County Office	\$50
State senator or Representative	\$25	City Office	Set by charter or ordinance
Circuit Court Judge	\$50	Justice of the Peace	n/a

Prospective Petition, in lieu of filing fee Some circulators may be paid Yes No

Candidate Information

Name of Candidate

First | MI | Last | Suffix

How you would like your name to appear on the ballot

Candidate Residence / Route Address

Street Address | City | State | Zip | County

Candidate Mailing Address and Contact Information Only one phone number and an email is required.

Street Address or PO Box | City | State | Zip

Work Phone | Home Phone | Cell Phone | Fax

Email Address | Web Site, if applicable

Race and Ethnicity Optional

Occupation (present employment) If not employed, enter "Not Employed".

Occupational Background (previous employment) If no relevant experience, None or NA must be entered.

Educational Background (schools attended)

Complete name of School	Last Grade completed	Diploma/Degree/Certificate	Course of Study
-------------------------	----------------------	----------------------------	-----------------

Educational Background (other) Attach a separate sheet if necessary.

Prior Governmental Experience (elected or appointed) If no relevant experience, None or NA must be entered.

Campaign Finance Information Not applicable to candidates for federal office.

A candidate must file a Statement of Organization not later than three business days of first receiving a contribution or making an expenditure and no later than the deadline for filing a nominating petition, declaration of candidacy, or certificate of nomination, whichever occurs first, unless they meet the criteria for an exemption. To meet the criteria, the candidate must serve as their own treasurer, not have an existing candidate committee, and not expect to spend or receive more than \$750 during the entire calendar year (including in-kind contributions and personal funds).

If you have an existing candidate committee you must amend the statement of organization not later than 10 days after a change in information. This includes changes to the election you are active in and the office you are running for.

See the Campaign Finance Manual for the procedural and legal requirements of establishing and maintaining a candidate committee.

Candidate Attestation

By signing this document, I hereby state that:

- I will accept the nomination for the office indicated above;
- I will qualify for said office if elected;
- All information provided by me on this form is true to the best of my knowledge; **and**
- No circulators will be compensated based on the number of signatures obtained by the circulator on a prospective petition

For Major Political Party Candidates

- if not nominated, I will not accept the nomination or endorsement of any political party other than the one named
- I have been a member of said political party, subject to the exceptions stated in ORS 249.046, for at least 180 days before the deadline for filing a nominating petition or declaration of candidacy (ORS 249.031). Does not apply to candidates filing for the office of US President.



Warning

Supplying false information on this form may result in conviction of a felony with a fine of up to \$125,000 and/or prison for up to 5 years. (ORS 260.715). A person may only file for one lucrative office or not more than one precinct committee person at the same election. Unless the person has withdrawn from the first filing, all filings are invalid. (ORS 249.013 and ORS 249.170)

Candidate Signature

Date

Candidate Signature Sheet | Nonpartisan

Petition ID _____

SOME Circulators No Circulators for this petition are being paid.

This is a candidate nominating petition. Signers of this page must be active registered voters in the county listed.

i Signatures must be verified by the appropriate county elections official before the petition can be filed with the filing officer.

County _____

Candidate Information

Name	Office
Election	District or Position Number (include city if applicable)

To the Elections Official/Filing Officer, We the undersigned voters, request the candidate's name be placed on the ballot at the election listed above for nomination to the office indicated.

i Signers must initial any changes the circulator makes to their printed name, residence address or date they signed the petition.

Signature _____ Date Signed mm/dd/yy _____ Print Name _____ Residence or Mailing Address street, city, zip code _____

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____
- 6 _____
- 7 _____
- 8 _____
- 9 _____
- 10 _____

Circulator Certification This certification must be completed by the circulator and additional signatures should not be collected on this sheet once the certification has been signed and dated. I hereby certify that I witnessed the signing of the signature sheet by each individual whose signature appears on the signature sheet, and I believe each person is a voter qualified to sign the petition (ORS 249.061). I also hereby certify that compensation I received, if any, was not based on the number of signatures obtained for this petition.

Circulator Signature _____ Date Signed mm/dd/yy _____

Sheet Number _____
Completed by _____
Candidate _____

Printed Name of Circulator _____ Circulator's Address street, city, zip code _____

