

Lowell City Council
Executive Session Meeting Agenda
Tuesday November 17, 2020 at 1:15 P.M.
Maggie Osgood Library
70 N. Pioneer Street

Executive Sessions are closed to the public. Representatives of the news media and designated staff may attend Executive Sessions. Representatives of the news media are specifically directed not to report on any of the deliberations during the Executive Session, except to state the general subject of the session as previously announced. No Executive Session may be held for the purpose of taking final action or making any final decision.

Call to Order/Roll Call

Councilors: Mayor Bennett____Myers____Harris____Stratis____Dragt _____

Executive Session: ORS 192.660 (2)(a) To consider the employment of a public officer, employee, staff member or individual agent.

Adjourn

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

Lowell City Council
Regular Meeting Agenda
Tuesday, November 17 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 October 20, 2020

City Council Executive Session and Work Session Meeting Minutes for November 3, 2020

Financial Report for September 2020

Check Register for October 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.

Staff Reports:

City Administrator Report

Police Report

Old Business:

New Business:

1. Non-Exclusive Agreement for Towing Services – 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.

Attachment: Towing Services Agreement

2. Ordinance 302 - Planning Commission Membership – Discussion/Possible Action
Attachments:
 - a) *Proposed language change for section 2.623 Planning Commission in Municipal Code*
 - b) *Ordinance 302*

3. Resolution 755 – Authorizing a Loan from the Special Public Works Fund – Discussion/Possible Action
Attachments:
 - a) *Resolution 755*
 - b) *Financing Contract with Oregon Infrastructure Finance Authority of the Business Development Department*
 - c) *Opinion of Legal Counsel*

4. Change Order #5 Main Street Construction – Discussion/Possible Action
Attachments: Change Order Request from Wildish Construction

5. Resolution 756 - Utility Assistance Pilot Program – Discussion/Possible Action
Attachments:
 - a) *Resolution 756*
 - b) *Utility Assistance Pilot Program Application*
 - c) *Resolution 746*

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: November 17, 2020
SUBJECT: Consent Agenda

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

SUMMARY:

The Consent Agenda for the November 17, 2020 meeting includes the City Council Regular Meeting Minutes for October 20, 2020, City Council Executive Session and Work Session Minutes for November 3, 2020, the Financial Report for September 2020 and the Check Register for October 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 October 20, 2020
2. City Council Executive Session and Work Session Minutes for November 3, 2020
3. Financial Report for September 2020
4. Check Register for October 2020

**City of Lowell, Oregon
Minutes of the City Council Regular Session
October 20, 2020**

The Regular Session was called to order at 7:01 PM by Mayor Bennett.

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

Staff Present: Interim CA Marsha Miller, Public Works Director Max Baker

Consent Agenda: Councilor Harris moved to approve the Consent Agenda, second by Councilor Dragt. PASS 5:0

Public Comments: Hall O'Regan - 62 E 3rd Street, requested that questions on grant writing abilities and views on Code Enforcement be asked during the interview process for City Administrator.

Council Comments: None

City Administrator Report: Interim CA Miller presented report which included an update on projects completed, those still in process, a COVID-19 update in Lane County and OSHA drafted temporary rules.

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

Police Report: September report provided in packet.

Old Business: None

New Business:

Public Comment: Steve Paulson -520 Sunridge Lane, addressed the council with concerns on next item of business; regarding changes in the member requirements for Planning Commission.

- **Ordinance 302 – Amending Planning Commission Requirements** – Mayor Bennett presented item, CA Miller provided more information. Item failed for lack of a motion and will be brought back at next work session.
- **City Administrator Recruitment Update** – CA Miller reported there are 4 applications at this time. The first review will occur on October 23, 2020.
- **Update on Sunset Hills Subdivision** – CA Miller reported that the owner has requested a waiver of time extension, more information to come.
- **State of Oregon Grant for Coronavirus Aid, Relief, and Economic Security Act (CARES Act)** – CA Miller provided the grant agreement and information on how it's being used.
- **Resolution 754 – A Resolution Recognizing State of Oregon Department of Administrative Services Grant No. 1783 and Changing Appropriations** – CA Miller presented Resolution. **Mayor Bennett moved to approve Resolution 754, as presented, second by Councilor Myers. PASS 5:0**
- **Complaints and Enforcement Activity** - CA Miller reported increase in complaints and requested discussion and direction from council. Council stated they will discuss in work session.

Other Business: Mayor recognized the quick actions of Public Works Staff intervening in a dog incident that occurred recently. Thank you to them.

Mayor Comments: None

Public Comments: None

Adjourn: 7:58 PM

Approved: _____
Don Bennett, Mayor

Date

Attest: _____
Marsha Miller, City Recorder

Date

City of Lowell, Oregon
Minutes of the City Council Executive Session & Work Session
Tuesday November 3, 2020
Maggie Osgood Library

The Executive Session was called to order at 6:31 PM by Mayor Bennett

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

Staff Present: Interim CA Marsha Miller, Max Baker - Public Works Director

Guest: Ross Schultz, Lane Council of Governments

Executive Session: ORS 192.660 (2)(a) To consider the employment of a public officer, employee, staff member or individual agent.

Adjourn: 7:43 PM

The Work Session was called to order at 7:49 PM by Mayor Bennett

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

Staff Present: Interim CA Marsha Miller, Max Baker - Public Works Director

Work Session Topic:

- **Non-Exclusive Agreement for Towing Services** - Council reviewed the agreement and suggested bringing it back to the next regular session on November 17th for approval.
- **Planning Commission Membership Requirements** – Council discussed the proposed changes and the challenges with getting positions filled. Discussion was tabled.
- **Complaints and Enforcement Activity** – Council discussed the issue of ATV’s on city roads and recommended contacting the officer from Oakridge for enforcement.
- **Change Order #5 for Main Street** - Council reviewed the change order. It will be brought back to the regular session on November 17th.

Adjourn: 8:39 PM

Approved: _____
Don Bennett, Mayor

Date

Attest: _____
Marsha Miller, City Recorder

Date

CITY OF LOWELL
 COMBINED CASH INVESTMENT
 SEPTEMBER 30, 2020

COMBINED CASH ACCOUNTS

999-1111	CASH IN BANK - CHECKING	395,023.82
999-1115	CASH IN BANK - LGIP	918,794.05
		1,313,817.87
	TOTAL COMBINED CASH	1,313,817.87
999-1110	CASH ALLOCATED TO FUNDS	(1,313,817.87)
		.00
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

110	ALLOCATION TO GENERAL FUND	201,808.46
220	ALLOCATION TO BUILDING FUND	30,204.64
230	ALLOCATION TO WATER FUND	140,876.51
240	ALLOCATION TO SEWER FUND	178,538.19
312	ALLOCATION TO STREET FUND	79,389.81
314	ALLOCATION TO BLACKBERRY JAM FUND	14,148.28
410	ALLOCATION TO PARKS SDC FUND	56,457.38
412	ALLOCATION TO STREETS SDC FUND	48,624.61
430	ALLOCATION TO WATER SDC FUND	319,968.65
440	ALLOCATION TO SEWER SDC FUND	142,242.02
445	ALLOCATION TO STORMWATER SDC FUND	46,426.21
520	ALLOCATION TO WATER RESERVE FUND	39,385.94
521	ALLOCATION TO SEWER RESERVE FUND	15,747.17
		1,313,817.87
	TOTAL ALLOCATIONS TO OTHER FUNDS	1,313,817.87
	ALLOCATION FROM COMBINED CASH FUND - 999-1110	(1,313,817.87)
		.00
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

CITY OF LOWELL
BALANCE SHEET
SEPTEMBER 30, 2020

GENERAL FUND

ASSETS

110-1110	ALLOCATED CASH	50,571.98	
110-1115	CASH IN BANK - LGIP	151,236.48	
110-1120	PETTY CASH	250.00	
110-1710	LAND	2,595,845.69	
110-1720	BUILDINGS & FACILITIES	430,908.77	
110-1730	EQUIPMENT & FURNISHINGS	31,362.28	
110-1740	VEHICLES & ROLLING STOCK	40,847.50	
110-1750	INFRASTRUCTURE	32,762.99	
110-1795	CONSTRUCTION IN PROGRESS	13,901.33	
110-1820	AD - BUILDINGS & FACILITIES	(168,676.36)	
110-1830	AD - EQUIPMENT & FURNISHINGS	(7,753.87)	
110-1840	AD - VEHICLES & ROLLING STOCK	(9,831.21)	
110-1850	AD - INFRASTRUCTURE	(14,253.95)	
	TOTAL ASSETS		3,147,171.63

LIABILITIES AND EQUITY

LIABILITIES

110-2205	WAGES PAYABLE	2,121.33	
110-2210	PAYROLL TAXES PAYABLE	867.25	
110-2245	HEALTH INSURANCE PAYABLE	539.59	
110-2250	RETIREMENT PAYABLE	(1,596.59)	
110-2510	BAIL HELD	165.00	
110-2515	CET TAX COLLECTED	1,697.11	
110-2750	LONG TERM DEBT	820,882.22	
	TOTAL LIABILITIES		824,675.91

FUND EQUITY

110-3100	BEGINNING FUND BALANCE	272,113.38	
110-3275	GASB - FIXED ASSETS	2,945,113.17	
110-3277	GAAP - LONG TERM DEBT	(820,882.22)	
	REVENUE OVER EXPENDITURES - YTD	(73,848.61)	
	BALANCE - CURRENT DATE	(73,848.61)	
	TOTAL FUND EQUITY		2,322,495.72
	TOTAL LIABILITIES AND EQUITY		3,147,171.63

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
110-310-4112	.00	.00	147,051.00	147,051.00	.0
110-310-4114	317.60	902.81	3,223.00	2,320.19	28.0
	317.60	902.81	150,274.00	149,371.19	.6
<u>INVESTMENT EARNINGS</u>					
110-315-4125	154.85	488.68	5,826.00	5,337.32	8.4
	154.85	488.68	5,826.00	5,337.32	8.4
<u>INTERGOVERNMENTAL</u>					
110-320-4132	.00	2,703.54	10,917.00	8,213.46	24.8
110-320-4134	112.80	308.73	1,341.00	1,032.27	23.0
110-320-4136	1,927.54	5,453.39	20,292.00	14,838.61	26.9
110-320-4148	2,336.05	2,336.05	4,386.00	2,049.95	53.3
	4,376.39	10,801.71	36,936.00	26,134.29	29.2
<u>GRANT REVENUES</u>					
110-325-4151	.00	7,303.20	214,243.00	206,939.80	3.4
110-325-4152	.00	.00	7,603.00	7,603.00	.0
110-325-4154	.00	.00	1,000.00	1,000.00	.0
110-325-4155	.00	.00	200,000.00	200,000.00	.0
110-325-4158	.00	.00	1,000.00	1,000.00	.0
	.00	7,303.20	423,846.00	416,542.80	1.7
<u>FRANCHISE FEES</u>					
110-330-4310	.00	1,596.94	5,938.00	4,341.06	26.9
110-330-4312	.00	26,846.14	49,048.00	22,201.86	54.7
110-330-4314	.00	.00	4,000.00	4,000.00	.0
110-330-4316	.00	.00	1,650.00	1,650.00	.0
110-330-4318	.00	.00	17,776.00	17,776.00	.0
110-330-4320	.00	.00	19,344.00	19,344.00	.0
	.00	28,443.08	97,756.00	69,312.92	29.1

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LICENSES & PERMITS</u>					
110-335-4352 LAND USE & DEVELOPMENT	.00	.00	15,000.00	15,000.00	.0
110-335-4354 MISC PERMITS & LICENSES	.00	110.00	275.00	165.00	40.0
110-335-4360 DOG LICENSES	34.00	250.00	876.00	626.00	28.5
TOTAL LICENSES & PERMITS	34.00	360.00	16,151.00	15,791.00	2.2
<u>CHARGES FOR SERVICE</u>					
110-340-4410 COPY, FAX, NOTARY & RESEARCH	43.50	231.10	1,030.00	798.90	22.4
110-340-4413 LIBRARY MEMBERSHIPS	.00	.00	1,250.00	1,250.00	.0
110-340-4415 LIBRARY BUSINESS SERVICES	.00	.00	250.00	250.00	.0
110-340-4417 LIEN SEARCHES	60.00	150.00	515.00	365.00	29.1
110-340-4419 ELECTION FILING FEES	.00	100.00	50.00	(50.00)	200.0
110-340-4421 SDC/CET ADMIN FEE	312.44	572.39	4,005.00	3,432.61	14.3
110-340-4423 PAY STATION REVENUE	45.25	45.25	125.00	79.75	36.2
TOTAL CHARGES FOR SERVICE	461.19	1,098.74	7,225.00	6,126.26	15.2
<u>SDC REVENUE</u>					
110-345-4511 PARKS REIMBURSEMENT SDC	47.00	94.00	735.00	641.00	12.8
TOTAL SDC REVENUE	47.00	94.00	735.00	641.00	12.8
<u>FINES & FORFEITURES</u>					
110-350-4625 MUNICIPAL COURT REVENUE	1,189.00	1,314.00	2,500.00	1,186.00	52.6
TOTAL FINES & FORFEITURES	1,189.00	1,314.00	2,500.00	1,186.00	52.6
<u>LOAN PAYMENTS & PROCEEDS</u>					
110-360-4225 LOAN PROCEEDS	307,977.50	307,977.50	568,743.00	260,765.50	54.2
TOTAL LOAN PAYMENTS & PROCEEDS	307,977.50	307,977.50	568,743.00	260,765.50	54.2
<u>OTHER REVENUE</u>					
110-370-4825 LIBRARY DONATIONS	.00	.00	1,000.00	1,000.00	.0
110-370-4849 CAPITAL ASSET DISPOSAL	.00	.00	75,000.00	75,000.00	.0
TOTAL OTHER REVENUE	.00	.00	76,000.00	76,000.00	.0

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FUNDRAISING & EVENT REVENUE</u>					
110-380-4865 LIBRARY CAPITAL CAMPAIGN	695.00	7,774.00	10,000.00	2,226.00	77.7
TOTAL FUNDRAISING & EVENT REVENUE	695.00	7,774.00	10,000.00	2,226.00	77.7
<u>MISCELLANEOUS REVENUE</u>					
110-385-4895 MISCELLANEOUS REVENUE	.00	.00	2,250.00	2,250.00	.0
TOTAL MISCELLANEOUS REVENUE	.00	.00	2,250.00	2,250.00	.0
<u>TRANSFERS IN</u>					
110-390-4950 TRANSFER FROM EQUIPMENT FUND	.00	6,049.45	6,051.00	1.55	100.0
TOTAL TRANSFERS IN	.00	6,049.45	6,051.00	1.55	100.0
TOTAL FUND REVENUE	315,252.53	372,607.17	1,404,293.00	1,031,685.83	26.5

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
<u>PERSONAL SERVICES</u>					
110-410-5110	1,210.00	6,788.70	18,000.00	11,211.30	37.7
110-410-5114	462.50	1,607.74	5,550.00	3,942.26	29.0
110-410-5158	125.62	482.61	1,991.00	1,508.39	24.2
110-410-5220	8.01	8.01	80.00	71.99	10.0
110-410-5315	138.18	679.88	1,960.00	1,280.12	34.7
110-410-5320	.51	731.80	455.00	(276.80)	160.8
110-410-5350	.00	.00	1,750.00	1,750.00	.0
110-410-5410	136.16	674.41	3,646.00	2,971.59	18.5
110-410-5450	402.01	1,382.75	4,417.00	3,034.25	31.3
TOTAL PERSONAL SERVICES	2,482.99	12,355.90	37,849.00	25,493.10	32.7
<u>MATERIALS & SERVICES</u>					
110-410-6110	.00	.00	3,919.00	3,919.00	.0
110-410-6112	.00	.00	2,500.00	2,500.00	.0
110-410-6114	312.50	937.00	5,215.00	4,278.00	18.0
110-410-6122	1,509.59	4,172.79	6,304.00	2,131.21	66.2
110-410-6124	147.98	443.94	2,250.00	1,806.06	19.7
110-410-6128	1,337.10	1,951.30	2,500.00	548.70	78.1
110-410-6210	.00	1,440.25	6,426.00	4,985.75	22.4
110-410-6220	.00	.00	2,600.00	2,600.00	.0
110-410-6222	.00	.00	1,200.00	1,200.00	.0
110-410-6226	5.70	80.70	725.00	644.30	11.1
110-410-6228	.00	.00	1,000.00	1,000.00	.0
110-410-6230	32.99	1,244.96	1,375.00	130.04	90.5
110-410-6234	77.28	421.98	1,000.00	578.02	42.2
110-410-6238	16.08	167.99	1,000.00	832.01	16.8
110-410-6240	.00	.00	2,100.00	2,100.00	.0
110-410-6290	.00	.00	500.00	500.00	.0
110-410-6320	.00	201.12	1,000.00	798.88	20.1
110-410-6324	.00	.00	100.00	100.00	.0
110-410-6334	.00	.00	2,000.00	2,000.00	.0
110-410-6420	1,088.33	1,213.10	1,325.00	111.90	91.6
110-410-6425	204.86	406.74	825.00	418.26	49.3
110-410-6430	396.15	659.07	2,100.00	1,440.93	31.4
110-410-6435	180.20	540.60	685.00	144.40	78.9
110-410-6440	174.34	514.57	1,875.00	1,360.43	27.4
110-410-6445	.00	.00	120.00	120.00	.0
110-410-6510	.00	.00	2,000.00	2,000.00	.0
110-410-6512	548.87	548.87	650.00	101.13	84.4
110-410-6792	.00	33.76	.00	(33.76)	.0
TOTAL MATERIALS & SERVICES	6,031.97	14,978.74	53,294.00	38,315.26	28.1

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL ADMINISTRATION	8,514.96	27,334.64	91,143.00	63,808.36	30.0
<u>PARKS & RECREATION</u>					
<u>PERSONAL SERVICES</u>					
110-420-5110 CITY ADMINISTRATOR	302.50	1,697.18	4,500.00	2,802.82	37.7
110-420-5150 PUBLIC WORKS DIRECTOR	301.44	1,047.86	3,617.00	2,569.14	29.0
110-420-5152 UTILITY WORKER I	801.08	2,675.96	8,256.00	5,580.04	32.4
110-420-5156 TEMPORARY/SEASONAL	.00	.00	2,883.00	2,883.00	.0
110-420-5158 MAINTENANCE WORKER I	628.12	2,413.09	9,955.00	7,541.91	24.2
110-420-5220 OVERTIME	78.20	150.07	1,027.00	876.93	14.6
110-420-5315 SOCIAL SECURITY/MEDICARE	161.48	610.75	2,320.00	1,709.25	26.3
110-420-5320 WORKER'S COMP	.94	1,062.19	660.00	(402.19)	160.9
110-420-5350 UNEMPLOYMENT	.00	.00	2,000.00	2,000.00	.0
110-420-5410 HEALTH INSURANCE	267.49	1,102.45	7,770.00	6,667.55	14.2
110-420-5450 PUBLIC EMPLOYEES RETIREMENT	386.69	1,339.16	5,214.00	3,874.84	25.7
TOTAL PERSONAL SERVICES	2,927.94	12,098.71	48,202.00	36,103.29	25.1
<u>MATERIALS & SERVICES</u>					
110-420-6128 OTHER CONTRACT SERVICES	3,224.00	9,027.20	1,000.00	(8,027.20)	902.7
110-420-6210 INSURANCE & BONDS	.00	1,860.53	.00	(1,860.53)	.0
110-420-6234 GENERAL SUPPLIES	.00	1,072.75	2,000.00	927.25	53.6
110-420-6290 MISCELLANEOUS	.00	.00	500.00	500.00	.0
110-420-6320 BUILDING REPAIR & MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
110-420-6324 EQUIPMENT REPAIR & MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
110-420-6328 PROPERTY MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
110-420-6330 OTHER REPAIR & MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
110-420-6334 NON-CAPITALIZED ASSETS	.00	.00	1,000.00	1,000.00	.0
110-420-6339 MAINTENANCE - NELSON LAND DONA	.00	.00	2,500.00	2,500.00	.0
110-420-6420 WATER SERVICES	137.16	248.91	3,500.00	3,251.09	7.1
110-420-6425 SEWER SERVICES	248.32	493.02	1,500.00	1,006.98	32.9
110-420-6430 ELECTRICITY SERVICES	432.89	905.13	675.00	(230.13)	134.1
110-420-6445 REFUSE SERVICES	.00	.00	365.00	365.00	.0
110-420-6710 GAS & OIL	109.69	657.35	1,500.00	842.65	43.8
TOTAL MATERIALS & SERVICES	4,152.06	14,264.89	21,040.00	6,775.11	67.8
<u>CAPITAL OUTLAY</u>					
110-420-8520 PARKS IMPROVEMENTS	.00	.00	554,986.00	554,986.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	554,986.00	554,986.00	.0
TOTAL PARKS & RECREATION	7,080.00	26,363.60	624,228.00	597,864.40	4.2

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
<u>MATERIALS & SERVICES</u>					
110-430-6118 POLICE SERVICES	2,555.73	7,242.33	29,530.00	22,287.67	24.5
TOTAL MATERIALS & SERVICES	2,555.73	7,242.33	29,530.00	22,287.67	24.5
TOTAL POLICE	2,555.73	7,242.33	29,530.00	22,287.67	24.5
<u>COMMUNITY DEVELOPMENT</u>					
<u>PERSONAL SERVICES</u>					
110-440-5110 CITY ADMINISTRATOR	302.50	1,697.18	4,500.00	2,802.82	37.7
110-440-5114 CITY CLERK	.00	110.12	.00	(110.12)	.0
110-440-5315 SOCIAL SECURITY/MEDICARE	23.13	138.28	350.00	211.72	39.5
110-440-5320 WORKER'S COMP	.07	120.59	75.00	(45.59)	160.8
110-440-5350 UNEMPLOYMENT	.00	.00	250.00	250.00	.0
110-440-5410 HEALTH INSURANCE	.00	100.54	495.00	394.46	20.3
110-440-5450 PUBLIC EMPLOYEES RETIREMENT	74.81	274.24	795.00	520.76	34.5
TOTAL PERSONAL SERVICES	400.51	2,440.95	6,465.00	4,024.05	37.8
<u>MATERIALS & SERVICES</u>					
110-440-6116 ENGINEERING SERVICES	3,273.00	6,204.00	1,000.00	(5,204.00)	620.4
110-440-6128 OTHER CONTRACT SERVICES	.00	8,719.26	7,500.00	(1,219.26)	116.3
110-440-6220 PUBLICATIONS, PRINTING & DUES	.00	.00	100.00	100.00	.0
110-440-6226 POSTAGE	.00	25.00	175.00	150.00	14.3
110-440-6240 TRAVEL & TRAINING	.00	.00	500.00	500.00	.0
110-440-6290 MISCELLANEOUS	.00	.00	250.00	250.00	.0
110-440-6522 LAND USE & DEVELOPMENT COSTS	.00	8,511.12	15,000.00	6,488.88	56.7
TOTAL MATERIALS & SERVICES	3,273.00	23,459.38	24,525.00	1,065.62	95.7
<u>CAPITAL OUTLAY</u>					
110-440-8225 BUILDINGS & FACILITIES	311,616.99	311,616.99	310,000.00	(1,616.99)	100.5
TOTAL CAPITAL OUTLAY	311,616.99	311,616.99	310,000.00	(1,616.99)	100.5
TOTAL COMMUNITY DEVELOPMENT	315,290.50	337,517.32	340,990.00	3,472.68	99.0

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LIBRARY</u>					
<u>PERSONAL SERVICES</u>					
110-450-5130	LIBRARIAN/SPECIAL EVENTS	.00	.00	12,480.00	12,480.00 .0
110-450-5156	TEMPORARY/ SEASONAL	.00	.00	577.00	577.00 .0
110-450-5158	MAINTENANCE WORKER I	125.62	482.61	1,991.00	1,508.39 24.2
110-450-5315	SOCIAL SECURITY/MEDICARE	9.61	36.92	1,155.00	1,118.08 3.2
110-450-5320	WORKER'S COMP	.08	369.24	230.00	(139.24) 160.5
110-450-5350	UNEMPLOYMENT	.00	.00	1,000.00	1,000.00 .0
110-450-5410	HEALTH INSURANCE	.00	.00	750.00	750.00 .0
110-450-5450	PUBLIC EMPLOYEES RETIREMENT	21.66	83.20	2,595.00	2,511.80 3.2
	TOTAL PERSONAL SERVICES	156.97	971.97	20,778.00	19,806.03 4.7
<u>MATERIALS & SERVICES</u>					
110-450-6122	IT SERVICES	.00	181.44	1,460.00	1,278.56 12.4
110-450-6128	OTHER CONTRACT SERVICES	(400.00)	.00	500.00	500.00 .0
110-450-6226	POSTAGE	.00	5.00	50.00	45.00 10.0
110-450-6230	OFFICE SUPPLIES/EQUIPMENT	.00	.00	500.00	500.00 .0
110-450-6234	GENERAL SUPPLIES	.00	.00	1,500.00	1,500.00 .0
110-450-6290	MISCELLANEOUS	.00	.00	250.00	250.00 .0
110-450-6320	BUILDING REPAIR & MAINTENANCE	.00	1,203.14	500.00	(703.14) 240.6
110-450-6420	WATER SERVICES	15.35	29.72	950.00	920.28 3.1
110-450-6425	SEWER SERVICES	31.04	61.63	750.00	688.37 8.2
110-450-6430	ELECTRICITY SERVICES	45.73	114.96	2,400.00	2,285.04 4.8
110-450-6435	INTERNET SERVICES	46.24	138.72	780.00	641.28 17.8
110-450-6440	TELEPHONE SERVICES	30.46	91.38	350.00	258.62 26.1
110-450-6445	REFUSE SERVICES	.00	.00	525.00	525.00 .0
110-450-6530	SUMMER READING PROGRAM	.00	.00	1,000.00	1,000.00 .0
	TOTAL MATERIALS & SERVICES	(231.18)	1,825.99	11,515.00	9,689.01 15.9
<u>CAPITAL OUTLAY</u>					
110-450-8225	BUILDINGS & FACILITIES	.00	.00	301,470.00	301,470.00 .0
	TOTAL CAPITAL OUTLAY	.00	.00	301,470.00	301,470.00 .0
	TOTAL LIBRARY	(74.21)	2,797.96	333,763.00	330,965.04 .8
<u>CODE ENFORCEMENT</u>					

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONAL SERVICES</u>					
110-460-5110 CITY ADMINISTRATOR	302.50	1,697.18	4,500.00	2,802.82	37.7
110-460-5150 PUBLIC WORKS DIRECTOR	301.44	1,047.86	3,617.00	2,569.14	29.0
110-460-5220 OVERTIME	41.73	80.86	313.00	232.14	25.8
110-460-5315 SOCIAL SECURITY/MEDICARE	49.37	216.19	650.00	433.81	33.3
110-460-5320 WORKER'S COMP	.16	217.12	135.00	(82.12)	160.8
110-460-5350 UNEMPLOYMENT	.00	.00	500.00	500.00	.0
110-460-5410 HEALTH INSURANCE	67.55	302.73	1,355.00	1,052.27	22.3
110-460-5450 PUBLIC EMPLOYEES RETIREMENT	133.98	449.85	1,460.00	1,010.15	30.8
TOTAL PERSONAL SERVICES	896.73	4,011.79	12,530.00	8,518.21	32.0
<u>MATERIALS & SERVICES</u>					
110-460-6128 OTHER CONTRACT SERVICES	.00	.00	1,000.00	1,000.00	.0
110-460-6234 GENERAL SUPPLIES	.00	.00	100.00	100.00	.0
110-460-6290 MISCELLANEOUS	.00	.00	100.00	100.00	.0
110-460-6445 REFUSE SERVICES	.00	.00	350.00	350.00	.0
TOTAL MATERIALS & SERVICES	.00	.00	1,550.00	1,550.00	.0
TOTAL CODE ENFORCEMENT	896.73	4,011.79	14,080.00	10,068.21	28.5
<u>TOURISM</u>					
<u>MATERIALS & SERVICES</u>					
110-470-6128 OTHER CONTRACT SERVICES	.00	.00	1,000.00	1,000.00	.0
110-470-6224 MARKETING	.00	.00	4,000.00	4,000.00	.0
110-470-6226 POSTAGE	.00	5.00	100.00	95.00	5.0
110-470-6290 MISCELLANEOUS	.00	.00	250.00	250.00	.0
110-470-6326 COVERED BRIDGE MAINTENANCE	123.46	245.36	2,466.00	2,220.64	10.0
110-470-6527 COMMUNITY GRANT PROGRAM	.00	.00	3,000.00	3,000.00	.0
TOTAL MATERIALS & SERVICES	123.46	250.36	10,816.00	10,565.64	2.3
TOTAL TOURISM	123.46	250.36	10,816.00	10,565.64	2.3
<u>MUNICIPAL COURT</u>					

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONAL SERVICES</u>					
110-480-5110 CITY ADMINISTRATOR	302.50	1,697.18	4,500.00	2,802.82	37.7
110-480-5114 CITY CLERK	231.26	803.90	2,775.00	1,971.10	29.0
110-480-5220 OVERTIME	4.00	4.00	40.00	36.00	10.0
110-480-5315 SOCIAL SECURITY/MEDICARE	41.14	191.69	560.00	368.31	34.2
110-480-5320 WORKER'S COMP	.16	193.06	120.00	(73.06)	160.9
110-480-5350 UNEMPLOYMENT	.00	.00	500.00	500.00	.0
110-480-5410 HEALTH INSURANCE	68.08	304.80	1,236.00	931.20	24.7
110-480-5450 PUBLIC EMPLOYEES RETIREMENT	115.36	394.51	1,265.00	870.49	31.2
TOTAL PERSONAL SERVICES	762.50	3,589.14	10,996.00	7,406.86	32.6
<u>MATERIALS & SERVICES</u>					
110-480-6120 JUDGE CONTRACT	.00	.00	1,250.00	1,250.00	.0
110-480-6128 OTHER CONTRACT SERVICES	.00	143.64	1,000.00	856.36	14.4
110-480-6226 POSTAGE	.00	5.00	50.00	45.00	10.0
110-480-6238 BANK SERVICE CHARGES	.00	.00	200.00	200.00	.0
110-480-6560 STATE ASSESSMENTS	.00	.00	500.00	500.00	.0
TOTAL MATERIALS & SERVICES	.00	148.64	3,000.00	2,851.36	5.0
TOTAL MUNICIPAL COURT	762.50	3,737.78	13,996.00	10,258.22	26.7
<u>DEBT SERVICE</u>					
<u>DEBT SERVICES</u>					
110-800-7110 LOAN PRINCIPAL	.00	.00	6,000.00	6,000.00	.0
110-800-7111 LOAN PRINCIPAL - LIBRARY/CITY	.00	.00	17,846.00	17,846.00	.0
110-800-7510 LOAN INTEREST	.00	.00	12,000.00	12,000.00	.0
110-800-7511 LOAN INTEREST - LIBRARY/CITY	.00	.00	22,502.00	22,502.00	.0
TOTAL DEBT SERVICES	.00	.00	58,348.00	58,348.00	.0
TOTAL DEBT SERVICE	.00	.00	58,348.00	58,348.00	.0
<u>OTHER REQUIREMENTS</u>					

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER REQUIREMENTS</u>					
110-900-9120 TRANSFER TO BUILDING FUND	.00	37,200.00	37,200.00	.00	100.0
110-900-9590 CONTINGENCY	.00	.00	57,314.00	57,314.00	.0
110-900-9895 RESERVED FOR FUTURE USE - PARK	.00	.00	2,500.00	2,500.00	.0
TOTAL OTHER REQUIREMENTS	.00	37,200.00	97,014.00	59,814.00	38.3
TOTAL OTHER REQUIREMENTS	.00	37,200.00	97,014.00	59,814.00	38.3
TOTAL FUND EXPENDITURES	335,149.67	446,455.78	1,613,908.00	1,167,452.22	27.7
NET REVENUE OVER EXPENDITURES	(19,897.14)	(73,848.61)	(209,615.00)	(135,766.39)	(35.2)

CITY OF LOWELL
 BALANCE SHEET
 SEPTEMBER 30, 2020

BUILDING FUND

ASSETS

220-1110	ALLOCATED CASH	30,204.64	
	TOTAL ASSETS		30,204.64

LIABILITIES AND EQUITY

LIABILITIES

220-2205	WAGES PAYABLE	91.29	
220-2210	PAYROLL TAXES PAYABLE	30.38	
220-2245	HEALTH INSURANCE PAYABLE	68.08	
220-2250	RETIREMENT PAYABLE	27.79	
	TOTAL LIABILITIES		217.54

FUND EQUITY

	REVENUE OVER EXPENDITURES - YTD	29,987.10	
	BALANCE - CURRENT DATE	29,987.10	
	TOTAL FUND EQUITY		29,987.10
	TOTAL LIABILITIES AND EQUITY		30,204.64

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

BUILDING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
220-315-4125 INTEREST EARNED	.79	2.04	150.00	147.96	1.4
TOTAL INVESTMENT EARNINGS	.79	2.04	150.00	147.96	1.4
<u>LICENSES & PERMITS</u>					
220-335-4356 BUILDING PERMIT FEES	373.50	3,050.17	57,160.00	54,109.83	5.3
220-335-4358 ELECTRICAL PERMIT FEES	.00	922.88	9,472.00	8,549.12	9.7
TOTAL LICENSES & PERMITS	373.50	3,973.05	66,632.00	62,658.95	6.0
<u>MISCELLANEOUS REVENUE</u>					
220-385-4895 MISCELLANEOUS REVENUE	.00	.00	100.00	100.00	.0
TOTAL MISCELLANEOUS REVENUE	.00	.00	100.00	100.00	.0
<u>TRANSFERS IN</u>					
220-390-4910 TRANSFER FROM GENERAL FUND	.00	37,200.00	37,200.00	.00	100.0
TOTAL TRANSFERS IN	.00	37,200.00	37,200.00	.00	100.0
TOTAL FUND REVENUE	374.29	41,175.09	104,082.00	62,906.91	39.6

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

BUILDING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>PERSONAL SERVICES</u>					
220-490-5114	231.26	693.78	2,775.00	2,081.22	25.0
220-490-5220	4.00	4.00	40.00	36.00	10.0
220-490-5315	18.01	53.41	215.00	161.59	24.8
220-490-5320	.09	80.47	50.00	(30.47)	160.9
220-490-5350	.00	.00	250.00	250.00	.0
220-490-5410	68.08	204.26	791.00	586.74	25.8
220-490-5450	40.55	120.27	525.00	404.73	22.9
TOTAL PERSONAL SERVICES	361.99	1,156.19	4,646.00	3,489.81	24.9
<u>MATERIALS & SERVICES</u>					
220-490-6110	.00	.00	500.00	500.00	.0
220-490-6112	.00	.00	500.00	500.00	.0
220-490-6122	.00	272.16	2,400.00	2,127.84	11.3
220-490-6128	.00	.00	500.00	500.00	.0
220-490-6150	225.00	7,216.99	45,470.00	38,253.01	15.9
220-490-6152	237.00	1,147.50	8,803.00	7,655.50	13.0
220-490-6220	.00	.00	125.00	125.00	.0
220-490-6226	.00	5.00	75.00	70.00	6.7
220-490-6230	.00	.00	150.00	150.00	.0
220-490-6238	.00	.00	125.00	125.00	.0
220-490-6240	.00	.00	100.00	100.00	.0
220-490-6290	.00	.00	100.00	100.00	.0
220-490-6330	.00	.00	200.00	200.00	.0
220-490-6334	.00	.00	500.00	500.00	.0
220-490-6420	6.13	11.88	175.00	163.12	6.8
220-490-6425	12.42	24.66	125.00	100.34	19.7
220-490-6430	18.29	45.99	225.00	179.01	20.4
220-490-6435	18.49	55.47	95.00	39.53	58.4
220-490-6440	16.29	49.03	225.00	175.97	21.8
220-490-6445	.00	.00	50.00	50.00	.0
220-490-6524	.00	1,019.40	11,432.00	10,412.60	8.9
220-490-6525	.00	183.72	1,894.00	1,710.28	9.7
TOTAL MATERIALS & SERVICES	533.62	10,031.80	73,769.00	63,737.20	13.6
TOTAL NON-DEPARTMENTAL	895.61	11,187.99	78,415.00	67,227.01	14.3
<u>CAPITAL OUTLAY</u>					

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

BUILDING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>						
220-700-8320	SOFTWARE	.00	.00	8,525.00	8,525.00	.0
	TOTAL CAPITAL OUTLAY	.00	.00	8,525.00	8,525.00	.0
	TOTAL CAPITAL OUTLAY	.00	.00	8,525.00	8,525.00	.0
<u>OTHER REQUIREMENTS</u>						
<u>OTHER REQUIREMENTS</u>						
220-900-9590	CONTINGENCY	.00	.00	17,142.00	17,142.00	.0
	TOTAL OTHER REQUIREMENTS	.00	.00	17,142.00	17,142.00	.0
	TOTAL OTHER REQUIREMENTS	.00	.00	17,142.00	17,142.00	.0
	TOTAL FUND EXPENDITURES	895.61	11,187.99	104,082.00	92,894.01	10.8
	NET REVENUE OVER EXPENDITURES	(521.32)	29,987.10	.00	(29,987.10)	.0

CITY OF LOWELL
BALANCE SHEET
SEPTEMBER 30, 2020

WATER FUND

ASSETS

230-1110	ALLOCATED CASH	51,645.96	
230-1115	CASH IN BANK - LGIP	89,230.55	
230-1510	ACCOUNTS RECEIVABLE	45,456.67	
230-1710	LAND	81,179.00	
230-1720	BUILDINGS & FACILITIES	35,875.00	
230-1730	EQUIPMENT & FURNISHINGS	113,715.38	
230-1740	VEHICLES & ROLLING STOCK	34,066.66	
230-1750	INFRASTRUCTURE	4,238,861.44	
230-1795	CONSTRUCTION IN PROGRESS	5,805.77	
230-1820	AD - BUILDINGS & FACILITIES	(18,801.60)	
230-1830	AD - EQUIPMENT & FURNISHINGS	(75,489.58)	
230-1840	AD - VEHICLES & ROLLING STOCK	(15,551.38)	
230-1850	AD - INFRASTRUCTURE	(2,162,944.42)	
	TOTAL ASSETS		<u>2,423,049.45</u>

LIABILITIES AND EQUITY

LIABILITIES

230-2205	WAGES PAYABLE	3,730.61	
230-2210	PAYROLL TAXES PAYABLE	1,497.33	
230-2245	HEALTH INSURANCE PAYABLE	1,969.99	
230-2250	RETIREMENT PAYABLE	1,843.95	
230-2520	UTILITY DEPOSITS	36,460.00	
230-2750	LONG TERM DEBT	904,008.61	
	TOTAL LIABILITIES		949,510.49

FUND EQUITY

230-3100	BEGINNING FUND BALANCE	112,956.67	
230-3275	GASB - FIXED ASSETS	2,236,716.27	
230-3277	GAAP - LONG TERM DEBT	(904,008.61)	
	REVENUE OVER EXPENDITURES - YTD	<u>27,874.63</u>	
	BALANCE - CURRENT DATE	<u>27,874.63</u>	
	TOTAL FUND EQUITY		<u>1,473,538.96</u>
	TOTAL LIABILITIES AND EQUITY		<u>2,423,049.45</u>

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
230-315-4125	74.31	243.82	2,200.00	1,956.18	11.1
	74.31	243.82	2,200.00	1,956.18	11.1
<u>GRANT REVENUES</u>					
230-325-4151	.00	616.46	90,000.00	89,383.54	.7
	.00	616.46	90,000.00	89,383.54	.7
<u>LICENSES & PERMITS</u>					
230-335-4370	.00	3,000.00	5,250.00	2,250.00	57.1
	.00	3,000.00	5,250.00	2,250.00	57.1
<u>CHARGES FOR SERVICE</u>					
230-340-4425	39,724.88	144,539.73	350,275.00	205,735.27	41.3
230-340-4426	.00	211.55	500.00	288.45	42.3
230-340-4430	.00	301.14	.00	(301.14)	.0
230-340-4435	343.56	1,400.82	4,750.00	3,349.18	29.5
230-340-4450	212.50	650.24	3,012.00	2,361.76	21.6
	40,280.94	147,103.48	358,537.00	211,433.52	41.0
<u>SDC REVENUE</u>					
230-345-4531	745.00	1,490.00	11,175.00	9,685.00	13.3
	745.00	1,490.00	11,175.00	9,685.00	13.3
<u>LOAN PAYMENTS & PROCEEDS</u>					
230-360-4225	.00	.00	250,000.00	250,000.00	.0
	.00	.00	250,000.00	250,000.00	.0
<u>MISCELLANEOUS REVENUE</u>					
230-385-4895	.00	.00	350.00	350.00	.0
	.00	.00	350.00	350.00	.0

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TRANSFERS IN</u>						
230-390-4950	TRANSFER FROM EQUIPMENT FUND	.00	6,049.45	6,051.00	1.55	100.0
	TOTAL TRANSFERS IN	.00	6,049.45	6,051.00	1.55	100.0
	TOTAL FUND REVENUE	41,100.25	158,503.21	723,563.00	565,059.79	21.9

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>PERSONAL SERVICES</u>					
230-490-5110	CITY ADMINISTRATOR	1,663.76	9,334.48	24,750.00	15,415.52 37.7
230-490-5114	CITY CLERK	1,850.00	6,430.96	22,200.00	15,769.04 29.0
230-490-5150	PUBLIC WORKS DIRECTOR	2,562.22	8,906.75	30,747.00	21,840.25 29.0
230-490-5152	UTILITY WORKER I	3,404.63	11,372.94	35,500.00	24,127.06 32.0
230-490-5156	TEMPORARY/ SEASONAL	.00	.00	577.00	577.00 .0
230-490-5158	MAINTENANCE WORKER I	188.44	723.92	2,987.00	2,263.08 24.2
230-490-5220	OVERTIME	541.77	1,013.53	6,020.00	5,006.47 16.8
230-490-5315	SOCIAL SECURITY/MEDICARE	781.14	2,890.39	9,360.00	6,469.61 30.9
230-490-5320	WORKER'S COMP	3.82	3,028.85	1,880.00	(1,148.85) 161.1
230-490-5350	UNEMPLOYMENT	.00	.00	8,500.00	8,500.00 .0
230-490-5410	HEALTH INSURANCE	1,968.67	8,053.07	29,750.00	21,696.93 27.1
230-490-5450	PUBLIC EMPLOYEES RETIREMENT	1,884.96	6,308.34	21,150.00	14,841.66 29.8
	TOTAL PERSONAL SERVICES	14,849.41	58,063.23	193,421.00	135,357.77 30.0

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
230-490-6110	.00	.00	4,419.00	4,419.00	.0
230-490-6112	.00	.00	500.00	500.00	.0
230-490-6114	312.50	937.00	5,212.00	4,275.00	18.0
230-490-6116	.00	.00	40,000.00	40,000.00	.0
230-490-6122	306.60	1,675.80	6,304.00	4,628.20	26.6
230-490-6128	74.20	412.60	2,000.00	1,587.40	20.6
230-490-6210	.00	7,665.81	6,427.00	(1,238.81)	119.3
230-490-6220	.00	134.27	1,000.00	865.73	13.4
230-490-6226	.00	190.00	2,100.00	1,910.00	9.1
230-490-6230	79.50	101.22	1,500.00	1,398.78	6.8
230-490-6234	5,187.64	14,001.31	2,750.00	(11,251.31)	509.1
230-490-6238	281.01	776.12	3,850.00	3,073.88	20.2
230-490-6240	.00	.00	1,500.00	1,500.00	.0
230-490-6290	.00	.00	1,500.00	1,500.00	.0
230-490-6320	.00	599.98	2,500.00	1,900.02	24.0
230-490-6324	5,206.08	5,485.38	1,500.00	(3,985.38)	365.7
230-490-6330	2,027.68	4,146.18	15,000.00	10,853.82	27.6
230-490-6334	.00	.00	2,750.00	2,750.00	.0
230-490-6420	129.00	225.58	1,825.00	1,599.42	12.4
230-490-6425	124.16	246.51	775.00	528.49	31.8
230-490-6430	3,619.17	6,199.13	19,500.00	13,300.87	31.8
230-490-6435	70.00	210.00	875.00	665.00	24.0
230-490-6440	196.35	598.54	3,950.00	3,351.46	15.2
230-490-6445	41.50	125.12	275.00	149.88	45.5
230-490-6710	211.14	380.63	1,600.00	1,219.37	23.8
230-490-6712	.00	.00	1,675.00	1,675.00	.0
230-490-6750	3,037.26	5,549.95	21,500.00	15,950.05	25.8
230-490-6755	189.00	340.20	3,375.00	3,034.80	10.1
230-490-6760	.00	.00	17,776.00	17,776.00	.0
TOTAL MATERIALS & SERVICES	21,092.79	50,001.33	173,938.00	123,936.67	28.8
TOTAL NON-DEPARTMENTAL	35,942.20	108,064.56	367,359.00	259,294.44	29.4
<u>CAPITAL OUTLAY</u>					
<u>CAPITAL OUTLAY</u>					
230-700-8540	3,436.86	6,824.02	340,000.00	333,175.98	2.0
TOTAL CAPITAL OUTLAY	3,436.86	6,824.02	340,000.00	333,175.98	2.0
TOTAL CAPITAL OUTLAY	3,436.86	6,824.02	340,000.00	333,175.98	2.0
<u>DEBT SERVICE</u>					

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICES</u>					
230-800-7110 LOAN PRINCIPAL - S00006	.00	.00	16,520.00	16,520.00	.0
230-800-7122 LOAN PRINCIPAL - J05001 SPWF	.00	.00	4,486.00	4,486.00	.0
230-800-7124 LOAN PRINCIPAL - RD	.00	.00	16,540.00	16,540.00	.0
230-800-7510 LOAN INTEREST - S00006	.00	.00	760.00	760.00	.0
230-800-7522 LOAN INTEREST - J05001 SPWF	.00	.00	2,937.00	2,937.00	.0
230-800-7524 LOAN INTEREST - RD	.00	.00	22,850.00	22,850.00	.0
TOTAL DEBT SERVICES	.00	.00	64,093.00	64,093.00	.0
TOTAL DEBT SERVICE	.00	.00	64,093.00	64,093.00	.0
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
230-900-9120 TRANSFER TO WATER RESERVE FUND	.00	15,740.00	15,740.00	.00	100.0
230-900-9590 CONTINGENCY	.00	.00	76,552.00	76,552.00	.0
TOTAL OTHER REQUIREMENTS	.00	15,740.00	92,292.00	76,552.00	17.1
TOTAL OTHER REQUIREMENTS	.00	15,740.00	92,292.00	76,552.00	17.1
TOTAL FUND EXPENDITURES	39,379.06	130,628.58	863,744.00	733,115.42	15.1
NET REVENUE OVER EXPENDITURES	1,721.19	27,874.63	(140,181.00)	(168,055.63)	19.9

CITY OF LOWELL
BALANCE SHEET
SEPTEMBER 30, 2020

SEWER FUND

ASSETS

240-1110	ALLOCATED CASH	91,574.82	
240-1115	CASH IN BANK - LGIP	86,963.37	
240-1510	ACCOUNTS RECEIVABLE	33,563.81	
240-1710	LAND	11,000.00	
240-1720	BUILDINGS & FACILITIES	89,114.40	
240-1730	EQUIPMENT & FURNISHINGS	68,935.05	
240-1740	VEHICLES & ROLLING STOCK	21,779.50	
240-1750	INFRASTRUCTURE	4,708,963.28	
240-1820	AD - BUILDINGS & FACILITIES	(39,836.44)	
240-1830	AD - EQUIPMENT & FURNISHINGS	(23,849.78)	
240-1840	AD - VEHICLES & ROLLING STOCK	(3,266.93)	
240-1850	AD - INFRASTRUCTURE	(2,793,837.81)	
	TOTAL ASSETS		2,251,103.27

LIABILITIES AND EQUITY

LIABILITIES

240-2205	WAGES PAYABLE	3,730.53	
240-2210	PAYROLL TAXES PAYABLE	1,497.36	
240-2245	HEALTH INSURANCE PAYABLE	1,969.98	
240-2250	RETIREMENT PAYABLE	1,843.92	
240-2750	LONG TERM DEBT	576,682.87	
	TOTAL LIABILITIES		585,724.66

FUND EQUITY

240-3100	BEGINNING FUND BALANCE	150,205.17	
240-3275	GASB - FIXED ASSETS	2,039,001.27	
240-3277	GAAP - LONG TERM DEBT	(576,682.87)	
	REVENUE OVER EXPENDITURES - YTD	52,855.04	
	BALANCE - CURRENT DATE	52,855.04	
	TOTAL FUND EQUITY		1,665,378.61
	TOTAL LIABILITIES AND EQUITY		2,251,103.27

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
240-315-4125 INTEREST EARNED	73.52	240.48	2,150.00	1,909.52	11.2
TOTAL INVESTMENT EARNINGS	73.52	240.48	2,150.00	1,909.52	11.2
<u>GRANT REVENUES</u>					
240-325-4151 GRANT REVENUE	.00	24,162.94	.00	(24,162.94)	.0
TOTAL GRANT REVENUES	.00	24,162.94	.00	(24,162.94)	.0
<u>LICENSES & PERMITS</u>					
240-335-4370 WATER/SEWER CONNECTION PERMIT	.00	115.00	2,250.00	2,135.00	5.1
TOTAL LICENSES & PERMITS	.00	115.00	2,250.00	2,135.00	5.1
<u>CHARGES FOR SERVICE</u>					
240-340-4425 WATER/SEWER SALES	32,020.87	130,960.76	386,875.00	255,914.24	33.9
240-340-4430 WATER/SEWER CONNECTION FEES	.00	358.18	.00	(358.18)	.0
240-340-4450 WATER/SEWER PENALTIES	212.50	547.50	2,321.00	1,773.50	23.6
TOTAL CHARGES FOR SERVICE	32,233.37	131,866.44	389,196.00	257,329.56	33.9
<u>SDC REVENUE</u>					
240-345-4541 SEWER REIMBURSEMENT SDC	618.00	1,236.00	9,270.00	8,034.00	13.3
TOTAL SDC REVENUE	618.00	1,236.00	9,270.00	8,034.00	13.3
<u>MISCELLANEOUS REVENUE</u>					
240-385-4895 MISCELLANEOUS REVENUE	.00	.00	350.00	350.00	.0
TOTAL MISCELLANEOUS REVENUE	.00	.00	350.00	350.00	.0
<u>TRANSFERS IN</u>					
240-390-4950 TRANSFER FROM EQUIPMENT FUND	.00	6,049.45	6,051.00	1.55	100.0
TOTAL TRANSFERS IN	.00	6,049.45	6,051.00	1.55	100.0
TOTAL FUND REVENUE	32,924.89	163,670.31	409,267.00	245,596.69	40.0

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>PERSONAL SERVICES</u>					
240-490-5110	CITY ADMINISTRATOR	1,663.74	9,334.42	24,750.00	15,415.58 37.7
240-490-5114	CITY CLERK	1,849.98	6,430.89	22,200.00	15,769.11 29.0
240-490-5150	PUBLIC WORKS DIRECTOR	2,562.22	8,906.74	30,747.00	21,840.26 29.0
240-490-5152	UTILITY WORKER I	3,404.59	11,372.80	35,500.00	24,127.20 32.0
240-490-5156	TEMPORARY/ SEASONAL	.00	.00	577.00	577.00 .0
240-490-5158	MAINTENANCE WORKER I	188.44	723.92	2,987.00	2,263.08 24.2
240-490-5220	OVERTIME	541.79	1,013.54	6,020.00	5,006.46 16.8
240-490-5315	SOCIAL SECURITY/MEDICARE	781.09	2,890.31	9,360.00	6,469.69 30.9
240-490-5320	WORKER'S COMP	3.80	3,028.87	1,880.00	(1,148.87) 161.1
240-490-5350	UNEMPLOYMENT	.00	.00	8,500.00	8,500.00 .0
240-490-5410	HEALTH INSURANCE	1,968.64	8,052.94	29,750.00	21,697.06 27.1
240-490-5450	PUBLIC EMPLOYEES RETIREMENT	1,884.98	6,308.38	21,150.00	14,841.62 29.8
	TOTAL PERSONAL SERVICES	14,849.27	58,062.81	193,421.00	135,358.19 30.0

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
240-490-6110	.00	.00	4,419.00	4,419.00	.0
240-490-6112	.00	.00	500.00	500.00	.0
240-490-6114	312.50	937.00	5,212.00	4,275.00	18.0
240-490-6116	.00	.00	40,000.00	40,000.00	.0
240-490-6122	306.60	1,675.80	6,304.00	4,628.20	26.6
240-490-6128	374.20	1,162.60	3,500.00	2,337.40	33.2
240-490-6210	.00	8,299.19	6,427.00	(1,872.19)	129.1
240-490-6220	.00	134.27	600.00	465.73	22.4
240-490-6226	.00	190.00	2,100.00	1,910.00	9.1
240-490-6230	79.50	79.50	500.00	420.50	15.9
240-490-6234	313.56	849.45	2,500.00	1,650.55	34.0
240-490-6238	281.01	776.12	3,850.00	3,073.88	20.2
240-490-6240	.00	.00	1,500.00	1,500.00	.0
240-490-6290	.00	.00	500.00	500.00	.0
240-490-6320	.00	.00	1,750.00	1,750.00	.0
240-490-6324	1,116.98	1,116.98	5,000.00	3,883.02	22.3
240-490-6330	9.60	2,630.00	15,000.00	12,370.00	17.5
240-490-6334	.00	1,228.90	1,200.00	(28.90)	102.4
240-490-6420	7,866.81	8,983.70	21,250.00	12,266.30	42.3
240-490-6425	1,117.44	2,218.59	6,750.00	4,531.41	32.9
240-490-6430	4,056.81	8,817.82	19,889.00	11,071.18	44.3
240-490-6435	116.97	350.91	857.00	506.09	41.0
240-490-6440	205.13	632.54	1,825.00	1,192.46	34.7
240-490-6445	41.50	125.13	379.00	253.87	33.0
240-490-6520	.00	.00	3,193.00	3,193.00	.0
240-490-6710	103.50	135.49	1,450.00	1,314.51	9.3
240-490-6750	857.51	2,964.53	15,250.00	12,285.47	19.4
240-490-6755	1,104.30	2,810.70	10,575.00	7,764.30	26.6
240-490-6758	.00	713.24	.00	(713.24)	.0
240-490-6760	.00	.00	19,344.00	19,344.00	.0
TOTAL MATERIALS & SERVICES	18,263.92	46,832.46	201,624.00	154,791.54	23.2
TOTAL NON-DEPARTMENTAL	33,113.19	104,895.27	395,045.00	290,149.73	26.6
<u>DEBT SERVICE</u>					

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICES</u>					
240-800-7110 LOAN PRINCIPAL	.00	.00	18,466.00	18,466.00	.0
240-800-7122 LOAN PRINCIPAL - J05001 SPWF	.00	.00	4,486.00	4,486.00	.0
240-800-7124 LOAN PRINCIPAL - RD	.00	.00	6,612.00	6,612.00	.0
240-800-7510 LOAN INTEREST	.00	.00	8,911.00	8,911.00	.0
240-800-7522 LOAN INTEREST - J05001 SPWF	.00	.00	2,937.00	2,937.00	.0
240-800-7524 LOAN INTEREST - RD	.00	.00	9,133.00	9,133.00	.0
TOTAL DEBT SERVICES	.00	.00	50,545.00	50,545.00	.0
TOTAL DEBT SERVICE	.00	.00	50,545.00	50,545.00	.0
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
240-900-9121 TRANSFER TO SEWER RESERVE FUND	.00	5,920.00	5,920.00	.00	100.0
240-900-9590 CONTINGENCY	.00	.00	89,908.00	89,908.00	.0
TOTAL OTHER REQUIREMENTS	.00	5,920.00	95,828.00	89,908.00	6.2
TOTAL OTHER REQUIREMENTS	.00	5,920.00	95,828.00	89,908.00	6.2
TOTAL FUND EXPENDITURES	33,113.19	110,815.27	541,418.00	430,602.73	20.5
NET REVENUE OVER EXPENDITURES	(188.30)	52,855.04	(132,151.00)	(185,006.04)	40.0

CITY OF LOWELL
BALANCE SHEET
SEPTEMBER 30, 2020

STREET FUND

ASSETS

312-1110	ALLOCATED CASH	45,807.40	
312-1115	CASH IN BANK - LGIP	33,582.41	
312-1720	BUILDINGS & FACILITIES	528.00	
312-1730	EQUIPMENT & FURNISHINGS	6,061.05	
312-1740	VEHICLES & ROLLING STOCK	11,299.83	
312-1750	INFRASTRUCTURE	1,248,212.00	
312-1795	CONSTRUCTION IN PROGRESS	42,165.13	
312-1820	AD - BUILDINGS & FACILITIES	(17.60)	
312-1830	AD - EQUIPMENT & FURNISHINGS	(755.68)	
312-1840	AD - VEHICLES & ROLLING STOCK	(1,694.97)	
312-1850	AD - INFRASTRUCTURE	(376,726.30)	
	TOTAL ASSETS		<u>1,008,461.27</u>

LIABILITIES AND EQUITY

LIABILITIES

312-2205	WAGES PAYABLE	385.19	
312-2210	PAYROLL TAXES PAYABLE	165.95	
312-2245	HEALTH INSURANCE PAYABLE	167.71	
312-2250	RETIREMENT PAYABLE	243.94	
	TOTAL LIABILITIES		962.79

FUND EQUITY

312-3100	BEGINNING FUND BALANCE	67,702.89	
312-3275	GASB - FIXED ASSETS	929,071.46	
	REVENUE OVER EXPENDITURES - YTD	<u>10,724.13</u>	
	BALANCE - CURRENT DATE	<u>10,724.13</u>	
	TOTAL FUND EQUITY		<u>1,007,498.48</u>
	TOTAL LIABILITIES AND EQUITY		<u>1,008,461.27</u>

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
312-315-4125	28.68	93.53	1,400.00	1,306.47	6.7
	28.68	93.53	1,400.00	1,306.47	6.7
<u>INTERGOVERNMENTAL</u>					
312-320-4142	6,204.12	15,297.12	64,212.00	48,914.88	23.8
	6,204.12	15,297.12	64,212.00	48,914.88	23.8
<u>GRANT REVENUES</u>					
312-325-4151	.00	13,263.91	200,000.00	186,736.09	6.6
	.00	13,263.91	200,000.00	186,736.09	6.6
<u>SDC REVENUE</u>					
312-345-4513	104.00	208.00	1,560.00	1,352.00	13.3
	104.00	208.00	1,560.00	1,352.00	13.3
<u>LOAN PAYMENTS & PROCEEDS</u>					
312-360-4225	.00	.00	360,291.00	360,291.00	.0
	.00	.00	360,291.00	360,291.00	.0
<u>MISCELLANEOUS REVENUE</u>					
312-385-4895	.00	.00	50.00	50.00	.0
	.00	.00	50.00	50.00	.0
<u>TRANSFERS IN</u>					
312-390-4950	.00	4,032.96	4,033.00	.04	100.0
	.00	4,032.96	4,033.00	.04	100.0
	6,336.80	32,895.52	631,546.00	598,650.48	5.2

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>PERSONAL SERVICES</u>					
312-490-5110 CITY ADMINISTRATOR	302.50	1,697.18	4,500.00	2,802.82	37.7
312-490-5150 PUBLIC WORKS DIRECTOR	301.44	1,047.86	3,617.00	2,569.14	29.0
312-490-5152 UTILITY WORKER I	400.56	1,338.03	4,128.00	2,789.97	32.4
312-490-5156 TEMPORARY/ SEASONAL	.00	.00	1,153.00	1,153.00	.0
312-490-5220 OVERTIME	59.96	115.47	675.00	559.53	17.1
312-490-5315 SOCIAL SECURITY/MEDICARE	81.50	321.16	1,085.00	763.84	29.6
312-490-5320 WORKER'S COMP	.40	370.21	230.00	(140.21)	161.0
312-490-5350 UNEMPLOYMENT	.00	.00	1,000.00	1,000.00	.0
312-490-5410 HEALTH INSURANCE	167.56	702.57	4,195.00	3,492.43	16.8
312-490-5450 PUBLIC EMPLOYEES RETIREMENT	206.12	686.36	2,520.00	1,833.64	27.2
TOTAL PERSONAL SERVICES	1,520.04	6,278.84	23,103.00	16,824.16	27.2
<u>MATERIALS & SERVICES</u>					
312-490-6110 AUDITING	.00	.00	1,473.00	1,473.00	.0
312-490-6114 FINANCIAL SERVICES	104.50	313.00	1,737.00	1,424.00	18.0
312-490-6116 ENGINEERING SERVICES	.00	.00	2,500.00	2,500.00	.0
312-490-6122 IT SERVICES	102.20	609.00	2,102.00	1,493.00	29.0
312-490-6128 OTHER CONTRACT SERVICES	.00	1,605.34	8,500.00	6,894.66	18.9
312-490-6210 INSURANCE & BONDS	.00	2,225.40	2,142.00	(83.40)	103.9
312-490-6234 GENERAL SUPPLIES	.00	62.94	200.00	137.06	31.5
312-490-6290 MISCELLANEOUS	.00	.00	500.00	500.00	.0
312-490-6324 EQUIPMENT REPAIR & MAINTENANCE	.00	.00	500.00	500.00	.0
312-490-6330 OTHER REPAIR & MAINTENANCE	979.00	979.00	10,000.00	9,021.00	9.8
312-490-6334 NON-CAPITALIZED ASSETS	.00	.00	2,500.00	2,500.00	.0
312-490-6430 ELECTRICITY SERVICES	2,084.31	4,168.63	13,250.00	9,081.37	31.5
312-490-6724 STREET SIGNS	.00	.00	1,000.00	1,000.00	.0
TOTAL MATERIALS & SERVICES	3,270.01	9,963.31	46,404.00	36,440.69	21.5
TOTAL NON-DEPARTMENTAL	4,790.05	16,242.15	69,507.00	53,264.85	23.4
<u>CAPITAL OUTLAY</u>					
<u>CAPITAL OUTLAY</u>					
312-700-8530 STREET IMPROVEMENTS	2,922.00	5,929.24	560,291.00	554,361.76	1.1
TOTAL CAPITAL OUTLAY	2,922.00	5,929.24	560,291.00	554,361.76	1.1
TOTAL CAPITAL OUTLAY	2,922.00	5,929.24	560,291.00	554,361.76	1.1

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
312-900-9590 CONTINGENCY	.00	.00	55,285.00	55,285.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	55,285.00	55,285.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	55,285.00	55,285.00	.0
TOTAL FUND EXPENDITURES	7,712.05	22,171.39	685,083.00	662,911.61	3.2
NET REVENUE OVER EXPENDITURES	(1,375.25)	10,724.13	(53,537.00)	(64,261.13)	20.0

CITY OF LOWELL
 BALANCE SHEET
 SEPTEMBER 30, 2020

BLACKBERRY JAM FUND

ASSETS

314-1110	ALLOCATED CASH		14,148.28	
	TOTAL ASSETS			14,148.28

LIABILITIES AND EQUITY

FUND EQUITY

314-3100	BEGINNING FUND BALANCE		12,509.56	
	REVENUE OVER EXPENDITURES - YTD	1,638.72		
	BALANCE - CURRENT DATE		1,638.72	
	TOTAL FUND EQUITY			14,148.28
	TOTAL LIABILITIES AND EQUITY			14,148.28

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

BLACKBERRY JAM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
314-315-4125 INTEREST EARNED	.37	1.09	8.00	6.91	13.6
TOTAL INVESTMENT EARNINGS	.37	1.09	8.00	6.91	13.6
<u>OTHER REVENUE</u>					
314-370-4824 BBJ DONATIONS	.00	.00	50.00	50.00	.0
TOTAL OTHER REVENUE	.00	.00	50.00	50.00	.0
<u>FUNDRAISING & EVENT REVENUE</u>					
314-380-4861 CRAFT/COMMERCIAL BOOTH SALES	.00	.00	3,000.00	3,000.00	.0
314-380-4862 FOOD BOOTH SALES	.00	.00	1,200.00	1,200.00	.0
314-380-4864 JAM SALES	.00	70.00	1,500.00	1,430.00	4.7
314-380-4866 QUILT RAFFLE SALES	.00	1,846.00	4,000.00	2,154.00	46.2
314-380-4868 PROGRAM AD SALES	.00	.00	2,750.00	2,750.00	.0
314-380-4870 SPONSORSHIP REVENUE	.00	.00	4,000.00	4,000.00	.0
314-380-4872 PIE SALES	.00	.00	225.00	225.00	.0
314-380-4876 5K RACE REVENUE	.00	.00	1,000.00	1,000.00	.0
314-380-4878 CAR SHOW REVENUE	10.00	10.00	4,250.00	4,240.00	.2
314-380-4880 FISHING DERBY REVENUE	.00	.00	450.00	450.00	.0
314-380-4882 HORSESHOE TOURNEY REVENUE	.00	.00	175.00	175.00	.0
314-380-4884 KIDZ KORNER REVENUE	.00	.00	1,000.00	1,000.00	.0
314-380-4886 PIE EATING CONTEST REVENUE	.00	.00	150.00	150.00	.0
TOTAL FUNDRAISING & EVENT REVENUE	10.00	1,926.00	23,700.00	21,774.00	8.1
<u>MISCELLANEOUS REVENUE</u>					
314-385-4895 MISCELLANEOUS REVENUE	.00	.00	75.00	75.00	.0
TOTAL MISCELLANEOUS REVENUE	.00	.00	75.00	75.00	.0
TOTAL FUND REVENUE	10.37	1,927.09	23,833.00	21,905.91	8.1

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

BLACKBERRY JAM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>MATERIALS & SERVICES</u>					
314-490-6118	.00	.00	1,750.00	1,750.00	.0
314-490-6122	17.65	47.75	473.00	425.25	10.1
314-490-6220	.00	.00	1,000.00	1,000.00	.0
314-490-6224	.00	.00	1,500.00	1,500.00	.0
314-490-6226	.00	.00	50.00	50.00	.0
314-490-6238	.00	.62	75.00	74.38	.8
314-490-6290	.00	.00	2,000.00	2,000.00	.0
314-490-6440	.00	.00	250.00	250.00	.0
314-490-6445	.00	.00	1,150.00	1,150.00	.0
314-490-6705	80.00	240.00	1,250.00	1,010.00	19.2
314-490-6810	.00	.00	750.00	750.00	.0
314-490-6812	.00	.00	175.00	175.00	.0
314-490-6814	.00	.00	825.00	825.00	.0
314-490-6816	.00	.00	4,000.00	4,000.00	.0
314-490-6820	.00	.00	50.00	50.00	.0
314-490-6850	.00	.00	600.00	600.00	.0
314-490-6852	.00	.00	4,000.00	4,000.00	.0
314-490-6854	.00	.00	450.00	450.00	.0
314-490-6856	.00	.00	50.00	50.00	.0
314-490-6858	.00	.00	1,000.00	1,000.00	.0
314-490-6860	.00	.00	300.00	300.00	.0
314-490-6862	.00	.00	100.00	100.00	.0
314-490-6864	.00	.00	4,000.00	4,000.00	.0
TOTAL MATERIALS & SERVICES	97.65	288.37	25,798.00	25,509.63	1.1
TOTAL NON-DEPARTMENTAL	97.65	288.37	25,798.00	25,509.63	1.1
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
314-900-9590	.00	.00	10,387.00	10,387.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	10,387.00	10,387.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	10,387.00	10,387.00	.0
TOTAL FUND EXPENDITURES	97.65	288.37	36,185.00	35,896.63	.8

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

BLACKBERRY JAM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(87.28)	1,638.72	(12,352.00)	(13,990.72)	13.3

CITY OF LOWELL
 BALANCE SHEET
 SEPTEMBER 30, 2020

PARKS SDC FUND

ASSETS

410-1110	ALLOCATED CASH	9,057.36	
410-1115	CASH IN BANK - LGIP	47,400.02	
	TOTAL ASSETS		<u>56,457.38</u>

LIABILITIES AND EQUITY

FUND EQUITY

410-3100	BEGINNING FUND BALANCE	54,359.34	
	REVENUE OVER EXPENDITURES - YTD	2,098.04	
	BALANCE - CURRENT DATE	2,098.04	
	TOTAL FUND EQUITY		<u>56,457.38</u>
	TOTAL LIABILITIES AND EQUITY		<u>56,457.38</u>

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

PARKS SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
410-315-4125 INTEREST EARNED	39.00	128.04	250.00	121.96	51.2
TOTAL INVESTMENT EARNINGS	39.00	128.04	250.00	121.96	51.2
<u>SDC REVENUE</u>					
410-345-4510 PARK SDC FEES	985.00	1,970.00	14,775.00	12,805.00	13.3
TOTAL SDC REVENUE	985.00	1,970.00	14,775.00	12,805.00	13.3
TOTAL FUND REVENUE	1,024.00	2,098.04	15,025.00	12,926.96	14.0

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

PARKS SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>MATERIALS & SERVICES</u>					
410-490-6714	.00	.00	2,000.00	2,000.00	.0
	.00	.00	2,000.00	2,000.00	.0
	.00	.00	2,000.00	2,000.00	.0
	.00	.00	2,000.00	2,000.00	.0
	.00	.00	67,602.00	67,602.00	.0
	.00	.00	67,602.00	67,602.00	.0
	.00	.00	67,602.00	67,602.00	.0
	.00	.00	69,602.00	69,602.00	.0
	1,024.00	2,098.04	(54,577.00)	(56,675.04)	3.8

CITY OF LOWELL
 BALANCE SHEET
 SEPTEMBER 30, 2020

STREETS SDC FUND

ASSETS

412-1110	ALLOCATED CASH	7,690.37	
412-1115	CASH IN BANK - LGIP	40,934.24	
	TOTAL ASSETS		48,624.61

LIABILITIES AND EQUITY

FUND EQUITY

412-3100	BEGINNING FUND BALANCE	47,330.02	
	REVENUE OVER EXPENDITURES - YTD	1,294.59	
	BALANCE - CURRENT DATE	1,294.59	
	TOTAL FUND EQUITY		48,624.61
	TOTAL LIABILITIES AND EQUITY		48,624.61

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

STREETS SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
412-315-4125 INTEREST EARNED	33.68	110.59	250.00	139.41	44.2
TOTAL INVESTMENT EARNINGS	33.68	110.59	250.00	139.41	44.2
<u>SDC REVENUE</u>					
412-345-4512 TRANSPORTATION SDC	592.00	1,184.00	8,880.00	7,696.00	13.3
TOTAL SDC REVENUE	592.00	1,184.00	8,880.00	7,696.00	13.3
TOTAL FUND REVENUE	625.68	1,294.59	9,130.00	7,835.41	14.2

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

STREETS SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>MATERIALS & SERVICES</u>					
412-490-6128 OTHER CONTRACT SERVICES	.00	.00	2,000.00	2,000.00	.0
TOTAL MATERIALS & SERVICES	.00	.00	2,000.00	2,000.00	.0
TOTAL NON-DEPARTMENTAL	.00	.00	2,000.00	2,000.00	.0
<u>CAPITAL OUTLAY</u>					
<u>CAPITAL OUTLAY</u>					
412-700-8530 STREET IMPROVEMENTS	.00	.00	54,613.00	54,613.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	54,613.00	54,613.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	54,613.00	54,613.00	.0
TOTAL FUND EXPENDITURES	.00	.00	56,613.00	56,613.00	.0
NET REVENUE OVER EXPENDITURES	625.68	1,294.59	(47,483.00)	(48,777.59)	2.7

CITY OF LOWELL
 BALANCE SHEET
 SEPTEMBER 30, 2020

WATER SDC FUND

ASSETS

430-1110	ALLOCATED CASH	20,346.32	
430-1115	CASH IN BANK - LGIP	299,622.33	
	TOTAL ASSETS		319,968.65

LIABILITIES AND EQUITY

FUND EQUITY

430-3100	BEGINNING FUND BALANCE	311,501.91	
	REVENUE OVER EXPENDITURES - YTD	8,466.74	
	BALANCE - CURRENT DATE	8,466.74	
	TOTAL FUND EQUITY		319,968.65
	TOTAL LIABILITIES AND EQUITY		319,968.65

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

WATER SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>						
430-315-4125	INTEREST EARNED	245.62	806.74	6,400.00	5,593.26	12.6
	TOTAL INVESTMENT EARNINGS	245.62	806.74	6,400.00	5,593.26	12.6
 <u>SDC REVENUE</u>						
430-345-4530	WATER SDC	3,830.00	7,660.00	57,450.00	49,790.00	13.3
	TOTAL SDC REVENUE	3,830.00	7,660.00	57,450.00	49,790.00	13.3
	 TOTAL FUND REVENUE	4,075.62	8,466.74	63,850.00	55,383.26	13.3

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

WATER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>MATERIALS & SERVICES</u>					
430-490-6128 OTHER CONTRACT SERVICES	.00	.00	2,000.00	2,000.00	.0
TOTAL MATERIALS & SERVICES	.00	.00	2,000.00	2,000.00	.0
TOTAL NON-DEPARTMENTAL	.00	.00	2,000.00	2,000.00	.0
<u>CAPITAL OUTLAY</u>					
<u>CAPITAL OUTLAY</u>					
430-700-8540 WATER SYSTEMS IMPROVEMTS	.00	.00	381,877.00	381,877.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	381,877.00	381,877.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	381,877.00	381,877.00	.0
TOTAL FUND EXPENDITURES	.00	.00	383,877.00	383,877.00	.0
NET REVENUE OVER EXPENDITURES	4,075.62	8,466.74	(320,027.00)	(328,493.74)	2.7

CITY OF LOWELL
 BALANCE SHEET
 SEPTEMBER 30, 2020

SEWER SDC FUND

ASSETS

440-1110	ALLOCATED CASH	10,337.43	
440-1115	CASH IN BANK - LGIP	131,904.59	
	TOTAL ASSETS		<u>142,242.02</u>

LIABILITIES AND EQUITY

FUND EQUITY

440-3100	BEGINNING FUND BALANCE	139,744.72	
	REVENUE OVER EXPENDITURES - YTD	<u>2,497.30</u>	
	BALANCE - CURRENT DATE	<u>2,497.30</u>	
	TOTAL FUND EQUITY		<u>142,242.02</u>
	TOTAL LIABILITIES AND EQUITY		<u>142,242.02</u>

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

SEWER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
440-315-4125 INTEREST EARNED	108.17	355.30	1,975.00	1,619.70	18.0
TOTAL INVESTMENT EARNINGS	108.17	355.30	1,975.00	1,619.70	18.0
<u>SDC REVENUE</u>					
440-345-4540 SEWER SDC	1,071.00	2,142.00	16,065.00	13,923.00	13.3
TOTAL SDC REVENUE	1,071.00	2,142.00	16,065.00	13,923.00	13.3
TOTAL FUND REVENUE	1,179.17	2,497.30	18,040.00	15,542.70	13.8

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

SEWER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>MATERIALS & SERVICES</u>					
440-490-6128 OTHER CONTRACT SERVICES	.00	.00	2,000.00	2,000.00	.0
TOTAL MATERIALS & SERVICES	.00	.00	2,000.00	2,000.00	.0
TOTAL NON-DEPARTMENTAL	.00	.00	2,000.00	2,000.00	.0
<u>CAPITAL OUTLAY</u>					
<u>CAPITAL OUTLAY</u>					
440-700-8550 SEWER SYSTEMS	.00	.00	156,494.00	156,494.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	156,494.00	156,494.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	156,494.00	156,494.00	.0
TOTAL FUND EXPENDITURES	.00	.00	158,494.00	158,494.00	.0
NET REVENUE OVER EXPENDITURES	1,179.17	2,497.30	(140,454.00)	(142,951.30)	1.8

CITY OF LOWELL
BALANCE SHEET
SEPTEMBER 30, 2020

STORMWATER SDC FUND

ASSETS

445-1110	ALLOCATED CASH	8,506.15	
445-1115	CASH IN BANK - LGIP	37,920.06	
		37,920.06	
	TOTAL ASSETS		46,426.21

LIABILITIES AND EQUITY

FUND EQUITY

445-3100	BEGINNING FUND BALANCE	44,977.67	
	REVENUE OVER EXPENDITURES - YTD	1,448.54	
		1,448.54	
	BALANCE - CURRENT DATE	1,448.54	
		1,448.54	
	TOTAL FUND EQUITY		46,426.21
	TOTAL LIABILITIES AND EQUITY		46,426.21

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

STORMWATER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
445-315-4125 INTEREST EARNED	31.23	102.54	635.00	532.46	16.2
TOTAL INVESTMENT EARNINGS	31.23	102.54	635.00	532.46	16.2
<u>SDC REVENUE</u>					
445-345-4545 STORM DRAINAGE SDC	673.00	1,346.00	10,095.00	8,749.00	13.3
TOTAL SDC REVENUE	673.00	1,346.00	10,095.00	8,749.00	13.3
TOTAL FUND REVENUE	704.23	1,448.54	10,730.00	9,281.46	13.5

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

STORMWATER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>MATERIALS & SERVICES</u>					
445-490-6128 OTHER CONTRACT SERVICES	.00	.00	2,000.00	2,000.00	.0
TOTAL MATERIALS & SERVICES	.00	.00	2,000.00	2,000.00	.0
TOTAL NON-DEPARTMENTAL	.00	.00	2,000.00	2,000.00	.0
<u>CAPITAL OUTLAY</u>					
<u>CAPITAL OUTLAY</u>					
445-700-8560 STORMWATER IMPROVEMENTS	.00	.00	53,843.00	53,843.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	53,843.00	53,843.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	53,843.00	53,843.00	.0
TOTAL FUND EXPENDITURES	.00	.00	55,843.00	55,843.00	.0
NET REVENUE OVER EXPENDITURES	704.23	1,448.54	(45,113.00)	(46,561.54)	3.2

CITY OF LOWELL
 BALANCE SHEET
 SEPTEMBER 30, 2020

WATER RESERVE FUND

ASSETS

520-1110	ALLOCATED CASH		39,385.94	
	TOTAL ASSETS			39,385.94

LIABILITIES AND EQUITY

FUND EQUITY

520-3100	BEGINNING FUND BALANCE		23,643.08	
	REVENUE OVER EXPENDITURES - YTD	15,742.86		
	BALANCE - CURRENT DATE		15,742.86	
	TOTAL FUND EQUITY			39,385.94
	TOTAL LIABILITIES AND EQUITY			39,385.94

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

WATER RESERVE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
520-315-4125 INTEREST EARNED	1.02	2.86	15.00	12.14	19.1
TOTAL INVESTMENT EARNINGS	1.02	2.86	15.00	12.14	19.1
<u>TRANSFERS IN</u>					
520-390-4930 TRANSFER FROM WATER FUND	.00	15,740.00	15,740.00	.00	100.0
TOTAL TRANSFERS IN	.00	15,740.00	15,740.00	.00	100.0
TOTAL FUND REVENUE	1.02	15,742.86	15,755.00	12.14	99.9

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

WATER RESERVE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
520-900-9892 RESERVED FOR WATER BOND PYMT	.00	.00	39,402.00	39,402.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	39,402.00	39,402.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	39,402.00	39,402.00	.0
TOTAL FUND EXPENDITURES	.00	.00	39,402.00	39,402.00	.0
NET REVENUE OVER EXPENDITURES	1.02	15,742.86	(23,647.00)	(39,389.86)	66.6

CITY OF LOWELL
 BALANCE SHEET
 SEPTEMBER 30, 2020

SEWER RESERVE FUND

ASSETS

521-1110	ALLOCATED CASH		15,747.17	
	TOTAL ASSETS			15,747.17

LIABILITIES AND EQUITY

FUND EQUITY

521-3100	BEGINNING FUND BALANCE		9,826.25	
	REVENUE OVER EXPENDITURES - YTD	5,920.92		
	BALANCE - CURRENT DATE		5,920.92	
	TOTAL FUND EQUITY			15,747.17
	TOTAL LIABILITIES AND EQUITY			15,747.17

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

SEWER RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>						
521-315-4125	INTEREST EARNED	.41	.92	8.00	7.08	11.5
	TOTAL INVESTMENT EARNINGS	.41	.92	8.00	7.08	11.5
<u>TRANSFERS IN</u>						
521-390-4940	TRANSFER FROM SEWER FUND	.00	5,920.00	5,920.00	.00	100.0
	TOTAL TRANSFERS IN	.00	5,920.00	5,920.00	.00	100.0
	TOTAL FUND REVENUE	.41	5,920.92	5,928.00	7.08	99.9

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

SEWER RESERVE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
521-900-9892 RESERVED FOR SEWER BOND PYMT	.00	.00	15,756.00	15,756.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	15,756.00	15,756.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	15,756.00	15,756.00	.0
TOTAL FUND EXPENDITURES	.00	.00	15,756.00	15,756.00	.0
NET REVENUE OVER EXPENDITURES	.41	5,920.92	(9,828.00)	(15,748.92)	60.3

CITY OF LOWELL
 BALANCE SHEET
 SEPTEMBER 30, 2020

EQUIPMENT FUND

LIABILITIES AND EQUITY

FUND EQUITY

550-3100	BEGINNING FUND BALANCE		22,181.31	
	REVENUE OVER EXPENDITURES - YTD	(<u>22,181.31)</u>	
	BALANCE - CURRENT DATE		<u>(22,181.31)</u>	
	TOTAL FUND EQUITY			<u>.00</u>
	TOTAL LIABILITIES AND EQUITY			<u><u>.00</u></u>

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

EQUIPMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
550-900-9110 TRANSFER TO GENERAL FUND	.00	6,049.45	6,051.00	1.55	100.0
550-900-9112 TRANSFER TO STREET FUND	.00	4,032.96	4,033.00	.04	100.0
550-900-9130 TRANSFER TO WATER FUND	.00	6,049.45	6,051.00	1.55	100.0
550-900-9140 TRANSFER TO SEWER FUND	.00	6,049.45	6,051.00	1.55	100.0
TOTAL OTHER REQUIREMENTS	.00	22,181.31	22,186.00	4.69	100.0
TOTAL OTHER REQUIREMENTS	.00	22,181.31	22,186.00	4.69	100.0
TOTAL FUND EXPENDITURES	.00	22,181.31	22,186.00	4.69	100.0
NET REVENUE OVER EXPENDITURES	.00	(22,181.31)	(22,186.00)	(4.69)	(100.0)

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
15267								
15267	Rachel McCourt	04022019	1	Deposit Refund	230-2520	.00	36.09-	36.09- V
Total 15267:						.00		36.09-
15551								
15551	Ryker, Robin	06262019	1	BBJ refund for water paymnt	314-490-6810	.00	10.00-	10.00- V
Total 15551:						.00		10.00-
15575								
15575	Betty Leavitt	455 NORTH	1	Final Bill Refund	230-490-6420	.00	11.17-	11.17- V
Total 15575:						.00		11.17-
16096								
16096	Caselle	105252	1	Contract Support and Maintenanc	312-490-6122	.00	102.20	102.20
16096	Caselle	105252	2	Contract Support and Maintenanc	240-490-6122	.00	306.60	306.60
16096	Caselle	105252	3	Contract Support and Maintenanc	230-490-6122	.00	306.60	306.60
16096	Caselle	105252	4	Contract Support and Maintenanc	110-410-6122	.00	306.60	306.60
Total 16096:						.00		1,022.00
16097								
16097	City of Oakridge	1ST QTR FY	1	Court Service	110-480-6128	.00	382.64	382.64
Total 16097:						.00		382.64
16098								
16098	Cleanmex LLC	1495	1	Covid Cleaning	110-410-6128	.00	900.00	900.00
16098	Cleanmex LLC	1495	2	Covid Cleaning	110-420-6128	.00	1,560.00	1,560.00
Total 16098:						.00		2,460.00
16099								
16099	DCBS-Fiscal Services	JULAUGSEP	1	Surcharge on Building Permits	220-490-6524	.00	164.52	164.52
16099	DCBS-Fiscal Services	JULAUGSEP	2	Surcharge on Building Permits	220-490-6524	.00	36.00	36.00
16099	DCBS-Fiscal Services	JULAUGSEP	3	Surcharge on Building Permits	220-490-6524	.00	36.00	36.00
16099	DCBS-Fiscal Services	JULAUGSEP	4	Surcharge on Electrical Permits	220-490-6525	.00	122.16	122.16
16099	DCBS-Fiscal Services	JULAUGSEP	5	Surcharge on Electrical Permits	220-490-6525	.00	37.92	37.92
Total 16099:						.00		396.60
16100								
16100	Dept. of State Lands	2020	1	Unclaimed Property	230-2520	.00	36.09	36.09
16100	Dept. of State Lands	2020	2	Unclaimed Property	230-2520	.00	120.00	120.00
16100	Dept. of State Lands	2020	3	Unclaimed Property	230-2520	.00	11.17	11.17
16100	Dept. of State Lands	2020	4	Unclaimed Propety	314-490-6810	.00	10.00	10.00
Total 16100:						.00		177.26

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
16101								
16101	J & K Electrical LLC	5986A	1	Lights at Paul Fisher Park Restroo	110-420-6320	.00	341.95	341.95
	Total 16101:					.00		341.95
16102								
16102	Lane Council of Governme	FY21LCOG	1	Membership dues	110-410-6220	.00	1,000.00	1,000.00
	Total 16102:					.00		1,000.00
16103								
16103	Lowell School District	09-30-2020	1	CET Tax	110-2515	.00	1,697.11	1,697.11
	Total 16103:					.00		1,697.11
16104								
16104	Northwest Code Profession	3165	1	Building Permit Cost	220-490-6150	.00	253.13	253.13
	Total 16104:					.00		253.13
16105								
16105	One Call Concepts	0090423	1	Fee for Locates	230-490-6330	.00	1.20	1.20
16105	One Call Concepts	0090423	2	Fee for Locates	240-490-6330	.00	1.20	1.20
	Total 16105:					.00		2.40
16106								
16106	Oregon Dept of Revenue	SEPT 2020	1	Criminal Fine Account - 928	110-480-6560	.00	315.00	315.00
	Total 16106:					.00		315.00
16107								
16107	Renewable Resource Grou	131550	1	Lab	240-490-6755	.00	51.30	51.30
16107	Renewable Resource Grou	131713	1	Lab	230-490-6755	.00	324.00	324.00
16107	Renewable Resource Grou	131751	1	Lab	240-490-6755	.00	162.00	162.00
	Total 16107:					.00		537.30
16108								
16108	Sanders, Tim	73	1	DRC FEE for Collections	240-490-6128	.00	300.00	300.00
	Total 16108:					.00		300.00
16109								
16109	SaniPac	3660966	1	Refuse Services	240-490-6445	.00	41.50	41.50
16109	SaniPac	3660966	2	Refuse Services	230-490-6445	.00	41.50	41.50
	Total 16109:					.00		83.00
16110								
16110	Southside Bank	10222020	1	Loan # 263007	110-800-7510	.00	667.28	667.28
	Total 16110:					.00		667.28
16111								
16111	Verizon Wireless	9863401604	1	Cell Phone, Ipad	110-410-6440	.00	109.28	109.28

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
16111	Verizon Wireless	9863401604	2	Cell Phone, Ipad	230-490-6440	.00	109.29	109.29
16111	Verizon Wireless	9863401604	3	Cell Phone, Ipad	240-490-6440	.00	109.28	109.28
Total 16111:						.00		327.85
16112								
16112	Wildish Construction Co.	08092020	1	Main Street Water	230-700-8540	.00	64,252.06	64,252.06
16112	Wildish Construction Co.	08092020	2	Main Street Road	312-700-8530	.00	8,685.14	8,685.14
16112	Wildish Construction Co.	08092020	3	Lakeview Street water	230-700-8540	.00	44,782.87	44,782.87
16112	Wildish Construction Co.	08092020	4	Lakeview Street road	312-700-8530	.00	22,964.48	22,964.48
Total 16112:						.00		140,684.55
16113								
16113	Brothers Plumbing Inc	7392	1	Water Service Connection	230-490-6330	.00	1,305.00	1,305.00
Total 16113:						.00		1,305.00
16114								
16114	Cascade Columbia	789821	1	Drums of Hypo and Thiosulfate	240-490-6750	.00	857.05	857.05
16114	Cascade Columbia	789821	2	Drum Return	240-490-6750	.00	127.00-	127.00-
16114	Cascade Columbia	789822	1	Tote of Pass C	230-490-6750	.00	1,964.13	1,964.13
16114	Cascade Columbia	789822	2	Tote Return	230-490-6750	.00	200.00-	200.00-
Total 16114:						.00		2,494.18
16115								
16115	Century Link	09252020	1	Telephone Service	240-490-6440	.00	150.99	150.99
16115	Century Link	09252020	2	Telephone Service	230-490-6440	.00	139.60	139.60
16115	Century Link	09252020	3	Internet Service	230-490-6435	.00	70.00	70.00
16115	Century Link	09252020	4	Telephone Service	220-490-6440	.00	13.95	13.95
16115	Century Link	09252020	5	Telephone Service	110-450-6440	.00	31.20	31.20
16115	Century Link	09252020	6	Telephone Service	110-410-6440	.00	94.38	94.38
Total 16115:						.00		500.12
16116								
16116	CenturyLink Business Serv	160478435	1	Telephone Service	110-410-6440	.00	4.79	4.79
Total 16116:						.00		4.79
16117								
16117	City of Lowell	202010133	1	Donation from Pine Needlers for	314-490-6816	.00	300.00	300.00
Total 16117:						.00		300.00
16118								
16118	City of Oakridge	OCT-0056	1	Police Service	110-430-6118	.00	2,413.91	2,413.91
Total 16118:						.00		2,413.91
16119								
16119	Hunter Communications	121772	1	Internet Service	220-490-6435	.00	18.49	18.49
16119	Hunter Communications	121772	2	Internet Service	110-450-6435	.00	46.24	46.24
16119	Hunter Communications	121772	3	Internet Service	110-410-6435	.00	120.21	120.21

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
Total 16119:						.00		184.94
16120								
16120	Lowell Food Pantry	202010132	1	Donation from Pine Needlers	314-490-6816	.00	400.00	400.00
Total 16120:						.00		400.00
16121								
16121	Lowell Rural Fire Protectio	202010131	1	Donation from Pine Needlers	314-490-6816	.00	800.00	800.00
Total 16121:						.00		800.00
16122								
16122	Lowell School District	8795	1	The Bridge Printing	110-410-6220	.00	1,051.31	1,051.31
Total 16122:						.00		1,051.31
16123								
16123	Nichols, Layli	SEPT.2020	1	Consulting Services	240-490-6114	.00	312.50	312.50
16123	Nichols, Layli	SEPT.2020	2	Consulting Services	230-490-6114	.00	312.50	312.50
16123	Nichols, Layli	SEPT.2020	3	Consulting Services	312-490-6114	.00	104.50	104.50
16123	Nichols, Layli	SEPT.2020	4	Consulting Services	110-410-6114	.00	312.50	312.50
Total 16123:						.00		1,042.00
16124								
16124	Pacific Office Automation In	5012156514	1	Postage Machine	110-410-6128	.00	37.10	37.10
16124	Pacific Office Automation In	5012156514	2	Postage Machine	230-490-6128	.00	74.20	74.20
16124	Pacific Office Automation In	5012156514	3	Postage Machine	240-490-6128	.00	74.20	74.20
Total 16124:						.00		185.50
16125								
16125	Renewable Resource Grou	131881	1	Water/Sewer Analysis	240-490-6755	.00	213.30	213.30
16125	Renewable Resource Grou	132035	1	Lab	230-490-6755	.00	37.80	37.80
Total 16125:						.00		251.10
16126								
16126	Staples Credit Plan	10302020	1	Office Supplies	110-410-6230	.00	28.70	28.70
16126	Staples Credit Plan	10302020	2	General Supplies	110-410-6234	.00	11.29	11.29
16126	Staples Credit Plan	10302020	3	Office Supplies	240-490-6230	.00	38.24	38.24
16126	Staples Credit Plan	10302020	4	Office Supplies	230-490-6230	.00	38.24	38.24
Total 16126:						.00		116.47
16127								
16127	Stomping Grounds Coffee	18254	1	Ice Machine Repair	230-490-6330	.00	997.50	997.50
Total 16127:						.00		997.50
16128								
16128	U.S. Equipment Finance	425514965	1	Copier Contract	110-410-6124	.00	147.98	147.98

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
Total 16128:						.00		147.98
16129								
16129	Valencia, Jerry	202012	1	Deposit Refund	230-2520	.00	65.92	65.92
Total 16129:						.00		65.92
16130								
16130	Accurate Leak Detection	4162	1	Leak Detection	230-490-6330	.00	175.00	175.00
Total 16130:						.00		175.00
16131								
16131	Charter Communications	0017273100	1	Internet	240-490-6435	.00	116.97	116.97
16131	Charter Communications	0017828101	1	Internet	110-410-6435	.00	59.99	59.99
Total 16131:						.00		176.96
16132								
16132	Civil West Engineering	2101.001.02.	1	Engineering Service	110-440-6116	.00	3,471.98	3,471.98
16132	Civil West Engineering	2101.018.00	1	Engineering Service	312-700-8530	.00	2,050.21	2,050.21
16132	Civil West Engineering	2101-001.01.	1	Engineering Service	110-440-6116	.00	471.00	471.00
16132	Civil West Engineering	2101-016.01	1	Engineering Service	312-700-8530	.00	54.06	54.06
Total 16132:						.00		6,047.25
16133								
16133	Cleanmex LLC	1512	1	Covid Cleaning	110-420-6128	.00	1,560.00	1,560.00
Total 16133:						.00		1,560.00
16134								
16134	Lane Council of Governme	76907	1	IT Service	110-410-6122	.00	834.96	834.96
Total 16134:						.00		834.96
16135								
16135	Lowell Mini Storage	NOV 2020	1	Storage Rental Unit #L029	314-490-6705	.00	80.00	80.00
Total 16135:						.00		80.00
16136								
16136	Mid-State Industrial Inc	0188913	1	Vac-truck excavation	230-490-6330	.00	657.00	657.00
16136	Mid-State Industrial Inc	0188932	1	Vac-truck excavation	230-490-6330	.00	1,221.75	1,221.75
Total 16136:						.00		1,878.75
16137								
16137	Renewable Resource Grou	132146	1	Lab	240-490-6755	.00	213.30	213.30
Total 16137:						.00		213.30
Grand Totals:						.00		173,817.75

Summary by General Ledger Account Number

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
110-2125	.00	17,977.40-	17,977.40-
110-2515	1,697.11	.00	1,697.11
110-410-6114	312.50	.00	312.50
110-410-6122	1,141.56	.00	1,141.56
110-410-6124	147.98	.00	147.98
110-410-6128	937.10	.00	937.10
110-410-6220	2,051.31	.00	2,051.31
110-410-6230	28.70	.00	28.70
110-410-6234	11.29	.00	11.29
110-410-6435	180.20	.00	180.20
110-410-6440	208.45	.00	208.45
110-420-6128	3,120.00	.00	3,120.00
110-420-6320	341.95	.00	341.95
110-430-6118	2,413.91	.00	2,413.91
110-440-6116	3,942.98	.00	3,942.98
110-450-6435	46.24	.00	46.24
110-450-6440	31.20	.00	31.20
110-480-6128	382.64	.00	382.64
110-480-6560	315.00	.00	315.00
110-800-7510	667.28	.00	667.28
220-2125	.00	682.17-	682.17-
220-490-6150	253.13	.00	253.13
220-490-6435	18.49	.00	18.49
220-490-6440	13.95	.00	13.95
220-490-6524	236.52	.00	236.52
220-490-6525	160.08	.00	160.08
230-2125	247.26	117,043.42-	116,796.16-
230-2520	233.18	36.09-	197.09
230-490-6114	312.50	.00	312.50
230-490-6122	306.60	.00	306.60
230-490-6128	74.20	.00	74.20
230-490-6230	38.24	.00	38.24
230-490-6330	4,357.45	.00	4,357.45
230-490-6420	.00	11.17-	11.17-
230-490-6435	70.00	.00	70.00
230-490-6440	248.89	.00	248.89
230-490-6445	41.50	.00	41.50
230-490-6750	1,964.13	200.00-	1,764.13
230-490-6755	361.80	.00	361.80
230-700-8540	109,034.93	.00	109,034.93
240-2125	127.00	2,948.43-	2,821.43-
240-490-6114	312.50	.00	312.50
240-490-6122	306.60	.00	306.60
240-490-6128	374.20	.00	374.20
240-490-6230	38.24	.00	38.24
240-490-6330	1.20	.00	1.20
240-490-6435	116.97	.00	116.97
240-490-6440	260.27	.00	260.27
240-490-6445	41.50	.00	41.50
240-490-6750	857.05	127.00-	730.05
240-490-6755	639.90	.00	639.90
312-2125	.00	33,960.59-	33,960.59-
312-490-6114	104.50	.00	104.50
312-490-6122	102.20	.00	102.20
312-700-8530	33,753.89	.00	33,753.89
314-2125	10.00	1,590.00-	1,580.00-

GL Account	Debit	Credit	Proof
314-490-6705	80.00	.00	80.00
314-490-6810	10.00	10.00-	.00
314-490-6816	1,500.00	.00	1,500.00
Grand Totals:	174,586.27	174,586.27-	.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: November 17, 2020
SUBJECT: City Administrator Report

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

SUMMARY:

The attached City Administrator Report is for the period of October 15 – November 12. The report covers the following: Special Public Works Fund Loan, Coronavirus Update, Land Development Code Update (TGM Grant), and LOC Workshops.

FISCAL IMPACT:

N/A

COURSES OF ACTION:

This item is for review and discussion.

RECOMMENDATION:


N/A

ATTACHMENTS:

1. City Administrator Report

To: Mayor Bennett and Council
From: Marsha Miller, Interim City Administrator
Date: November 17, 2020
Subject: City Administrator Report

Coronavirus Update



Lane County COVID-19 Cases
Click any link below to switch view

Race & Ethnicity

Case Map

Testing Status

Epi Curve

Statewide Map

Current Status Dashboard


Total Cases

3,057

Includes confirmed by diagnostic testing and presumptive cases. Presumptive means that the person has COVID-19 like symptoms and is known to be a contact of a laboratory confirmed case. They are considered "cases" even without lab confirmatio..


Infectious*

253




Hospitalized

17



Deaths

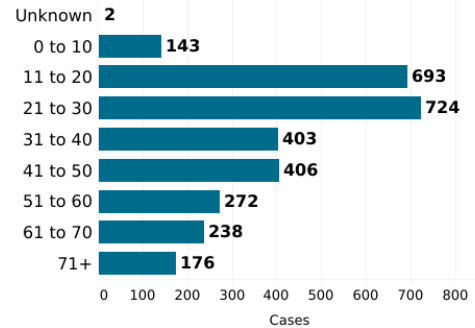
34



*This number demonstrates the case population that is currently shedding virus that might infect other people. Current studies have demonstrated that viable virus has not been cultured from a person nine days after symptom onset. Infectious is our "sick at home vs. recovered" measure. Recovered is now being qualified as any case which has gone 60 days from symptom onset.

Timeframe (age group only)
All-Time

Cases by Age Group (All-Time)



F	1,582	♀
M	1,470	♂
U	5	○

Cases per 10k	80.69
Deaths per 10k	0.92
Link to Statewide Information	

*While COVID-19 can affect people of any age, the illness is usually more severe in our older population or people with pre-existing conditions. These are the people more likely to be tested and reported. Children and young adults may have and spread COVID-19, but are not so ill that they are likely to go to the doctor and get tested.

Updated 11/12/2020 9:00 AM PST

As of November 13, there have been a total of 3,057 cases reported in Lane County. There are currently 17 hospitalizations and 34 deaths. The number of cases is up from 1,959 on October 15, 2020. The number of cases in Lane County is 80.6 per 10,000 (up from 51.7 a month ago). Cases in our zip code, 97452, are still listed in the 1-9 category.

Lane County holds weekly telephone calls with the cities in the County regarding the latest status of COVID-19. The County stated that we are still at the “High Alert Level 3”. Lane County continues to ask all the cities within the County to assist in getting the message out on steps to take to get the numbers of cases down in our area. The Public Health messaging is:

- Wear a mask
- Social distance
- Use good hygiene, wash hands frequently
- Avoid gatherings
- If everyone does these four things, we can get our businesses back and open our schools

TGM Land Development Code Update

The Land Development Code Update Project is continuing to move forward. The Code Committee has been established and in the process of scheduling the first meeting in December. Committee members are: Johnnie Mathews, Lowell School District Superintendent, Lon Dragt, Planning Commission Chair and Lowell Fire Chief, Jimmy Martini, owner Bridgetown Market, Don Bennett, Mayor. The Code Committee will serve as the stakeholder group for the project and provide feedback on the project’s amendments and other materials. Lane Council of Governments (LCOG) is drafting a code matrix that will be presented to the committee at the December Meeting. Resources and additional information are available on the City’s webpage under Government and the Downtown Master Plan.

Special Public Works Fund Loan

As reported in the last Council Meeting, we received final approval of the Special Public Works Fund Award from Business Oregon on October 9th. The loan is the final step in the funding process for the Main Street and Lakeview project. The award is for \$268,450 at an interest rate of 2.19% for a term of 20 years. A resolution is included in the Council packet.

Committee Meetings

- None

League of Oregon Cities

The League of Oregon Cities (LOC) is offering “Elected Essentials Workshops” during the month of December. These workshops are for newly elected officials or current elected officials desiring refreshers on government fundamentals. The flyer with the topics and dates is attached.

Attachments: LOC Elected Essentials Workshops Flyer.



ELECTED ESSENTIALS WORKSHOPS

New to city government? Need a refresher on government fundamentals?

Plan now to attend one of six FREE virtual trainings.

Topics covered include:

- Council Responsibilities
- Ethics
- Public Meetings
- Public Records
- Legal Powers & Impediments Affecting Elected Officials

The workshops will include live Q&A time with speakers following each topic.

There will be six virtual Elected Essential Trainings this year. We have allocated two regions to each date to help spread out the number of attendees at each training. If that date assigned to your region does not work in your schedule, please feel free to sign up for the date that works best for you. The map of LOC Regions can be found on the [LOC website](#).

Workshop Dates:

December 1 – Regions 1 & 5
December 2 – Regions 6 & 7
December 3 – Regions 3 & 4

December 11 – Regions 2 & 8
December 14 – Regions 9 & 10
December 15 – Regions 11 & 12

All workshops are 8:30 a.m. - 3:30 p.m.

REGISTER NOW! – www.orcities.org

For questions, please contact the LOC at loc@orcities.org or (503) 588-6550.

AGENDA ITEM SUMMARY

TO: Mayor Bennett and Council
FROM: Marsha Miller, Interim City Administrator
DATE: November 17, 2020
SUBJECT: Monthly Police Report

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

SUMMARY:

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

FISCAL IMPACT:

N/A

COURSES OF ACTION:

This item is presented for review and discussion.

RECOMMENDATION:

N/A

ATTACHMENTS:

1. Lowell Patrol Log for October 2020

LOWELL PATROL LOG October 2020

DATE	OFFICERS	START TIME	END TIME	# HOURS	CONTACTS	ARRESTS	CITES	WARNINGS	CALLS	REPORT #
1-Oct	408	2:00	4:00	2:00						
1-Oct	409	23:00	23:59	0:59						
3-Oct	409	2:45	4:15	1:30						
6-Oct	408	0:00	3:00	3:00						
9-Oct	429	17:30	18:00	0:30						
10-Oct	409	2:30	4:00	1:30						
10-Oct	429	9:25	16:25	7:00	6		3	1		
10-Oct	423	10:00	17:00	7:00						
11-Oct	409	2:00	3:00	1:00						
11-Oct	429	10:00	11:00	1:00	1					
12-Oct	429	17:00	18:30	1:30						
13-Oct	408	1:00	3:00	2:00						
16-Oct	408	23:30	2:30	3:00						
17-Oct	429	11:30	13:30	2:00						
17-Oct	429	19:00	20:30	1:30						
19-Oct	409	3:00	4:30	1:30						
20-Oct	429	19:00	20:00	1:00						
21-Oct	408	1:30	4:00	2:30						
22-Oct	408	23:30	2:30	3:00						
23-Oct	408	1:00	3:00	2:00						
24-Oct	409	3:15	4:45	1:30						
26-Oct	409	2:45	4:15	1:30						
27-Oct	421	1:00	2:45	1:45						
27-Oct	429	17:30	18:30	1:00						
27-Oct	421	23:45	2:00	2:15						
29-Oct	409	22:00	23:00	1:00						
30-Oct	429	11:45	16:00	4:15						
30-Oct	423	11:45	16:00	4:15						
30-Oct	429	21:00	22:15	1:15						
Admin				2.5						
TOTAL HOURS WORKED				66.5						

TRAFFIC VIOLATIONS	CITATION	WARNING
SPEED	4	1
DWS	2	
FAIL TO SIGNAL		
STOP VIOLATIONS		
OTHER MOVING	1	

DATE	TIME	DESCRIPTION
17-Oct	12:00	Assist with illegal camping
9-Oct	17:30	Illegal Parking Moss/Northshore
12-Oct	17:00	Multiple vehicles tagged for code violations.
17-Oct	19:37	Vehicle tagged for code violation
27-Oct	17:34	Report of illegal camping

AGENDA ITEM SUMMARY

TO: Mayor Bennett and Council
FROM: Marsha Miller, Interim City Administrator
DATE: November 17, 2020
SUBJECT: Non-Exclusive Towing Agreement

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

SUMMARY:

The City does not currently have any agreements with companies for towing abandoned, unsafe or nuisance vehicles. Council reviewed and discussed a non-exclusive towing agreement at the November 3, 2020 Work Session. This agreement applies to towing companies that conduct business with the City. The purpose is to clarify expectations between the City and the towing companies and to provide the resource needed to address vehicles that require towing.

FISCAL IMPACT:

The only cost to the City is to perform background checks on towing contractors. Vehicles are towed at the owners' expense after proper notice by the Lane County Sheriff or Oakridge Police Department.

COURSES OF ACTION:

1. Motion to approve the use of the Non-Exclusive Towing Agreement, as written.
2. Motion to approve the Non-Exclusive Towing Agreement as amended.
3. No action.

RECOMMENDATION:

Motion to approve the use of the Non-Exclusive Towing Agreement, as written

ATTACHMENTS:

1. Non-Exclusive Towing Agreement

NON-EXCLUSIVE AGREEMENT FOR TOWING SERVICES

1. PURPOSE

- A. This agreement is between City of Lowell, acting by and through the City of Lowell (hereinafter "City"), and _____ a towing service provider (hereinafter "Contractor"), and is entered for the purpose of securing towing and storage services. Contractor agrees that it, along with its employees and officers, will provide the towing and storage services, and use the equipment and procedures, described in this contract. Contractor agrees that these services will be provided in a timely, courteous, safe and professional manner.
- B. This is a non-exclusive contract. It is the intention of the City to enter similar contracts with a number of other towing and storage service providers. Only towing and storage service providers who are willing to comply with the conditions of this contract will be considered for inclusion on the rotational tow list maintained by the City. The City will use the list for abandoned vehicles and vehicles constituting a hazard. Inclusion on the rotational list is determined by the City and is not transferable upon sale or other significant reorganization of a tow company under contract with the City.
- C. It is the intention of the City to act only as a market participant in selecting tow companies and enforcing the terms of this contract, and not to regulate tow services outside the scope of this contract. The restrictions of this contract apply only to services rendered under its provisions.

2. DEFINITIONS

Abandoned Vehicles: Any tow so designated by the City.

City Tow: Any tow request by the City for which the City bears financial responsibility, or cars seized by the City subject to forfeiture.

Class A tow: A tow or service request, of a passenger vehicle, motorcycle, truck or van up to 3/4-ton size, unloaded, or a vehicle not exceeding 10,000 pounds, which requires a Class A tow truck.

Class B tow: A tow or service request of a vehicle exceeding 10,000 pounds Gross Vehicle Weight (GVW) which requires a Class B tow truck.

Class C tow: A tow, or service request, of a vehicle exceeding 26,000 lbs. Gross Vehicle Weight which requires a Class C tow truck.

Class D tow: A tow where the vehicle is transported on some type of vehicle such as a flatbed.

Gate fee: Fee assessed for access to a vehicle, whether for release or retrieval of personal effects outside of regular business hours.

GOA: Gone on Arrival. When the vehicle requested to be towed has been moved prior to Contractor's arrival at the tow scene.

Police Hold: An order by any police officer restricting access to both the towed vehicle and its contents pending completion of an investigation.

Lien: The statutory process covering a tow taken in accordance with this contract.

Non-preference tow: A request for tow service by the City or member of the public and taken from the City Tow list rotation.

Preference tow: A request for tow services from a member of the public to be performed by a specific tow company either on or off the tow rotation list.

Owner: The person in whose name a vehicle title is registered or the person who has the right to possess the vehicle.

Owner's agent: A person authorized by a vehicle owner to have access or authority over the vehicle.

Personal Effects: Property within a vehicle that is not bolted, fastened, snapped or otherwise attached to the vehicle.

Release: A document issued by the City authorizing the Contractor to release the vehicle to the person named on the City Release Form.

Regular Rotation: The list established with the City for evenly distributing tow requests to Contractors in each tow zone.

City or City Office: The City of Lowell and employees of that office who are authorized to perform its functions.

Tow: To mechanically draw, pull, or haul a vehicle by use of a tow truck.

Tow Contractor: The tow company which is party to this agreement, its agents, owners and employees, including all principal parties, such as its officers, directors, shareholders and managers.

City Dispatch: The provider of initial requests for services to the tow contractors.

Towing Services: Services performed by Contractors as set forth in this contract, including all types of vehicle towing, winching and recovery, dolling, disabling drive lines, securing unstable

loads, clean up at accident scenes and moving cars at the City storage facility. Towing services also includes storage and disposal of unclaimed vehicles.

3. SCOPE OF TOWING SERVICES

- A. Contractor shall furnish towing services as provided by this contract when requested by an agent of the City.
- B. Contractor recognizes and agrees that strict adherence to all terms and conditions of this contract, the laws and rules of the County, State, and Federal Governments is of the utmost importance to the City, and that failure to abide by any of these may result in the City terminating this Contract or imposing other remedies.
- C. Contractor shall perform all tows in a safe, courteous, and respectful manner.
- D. Contractor shall secure vehicles transported on Class D trucks with four tie-down chains or straps independent of the winch or loading cable.
- E. Contractor shall secure vehicles being towed by all other trucks with two safety chains independent of the towing equipment.
- F. Requests for service to Contractor will be made from a rotation list. The list will be in alphabetical order of the tow companies' names. Calls will be dispatched to the next name on the list with each successive call in the order that calls are received. Contractor will be put back at the top of the list if they are canceled and the list has not yet moved on past them.
- G. For vehicles constituting a hazard, contractor shall arrive at tow locations inside the City within 1 hour of the time Contractor accepts the assignment, adhering to all traffic laws.
 - a. Lack of timely response may result in Contractor being canceled from the call and placed at the bottom of the rotation list.
 - b. Repeated lack of timely response may result in termination of this contract.
- H. The City may from time to time utilize towing services for special needs outside this contract at the discretion of the City. The City will make all efforts to utilize the services of Contractors on the list consistent with the interests of public safety and timeliness.
- I. The City may cancel the dispatch of a tow request for any reason deemed necessary up to the point that Contractor hooks up. If a Contractor arrives on scene and the tow request is cancelled, the Contractor will be placed at the top of the rotation list.
- J. Contractor shall inform City whether it accepts an assignment within ten minutes of receiving a call. Contractor shall not accept an assignment unless it has the equipment

available and can respond and arrive within the required time frames as outlined in Section 3.G. If City cannot get through on their first (1st) call to the Contractor for any reason, the City will move to the next Contractor on the list.

- K. After arrival at the tow scene, the Contractor shall perform the tow or determine the appropriate equipment necessary and summon it, as long as the appropriate equipment belongs to Contractor and Contractor is authorized for those tows. Contractor may subcontract for extraordinary equipment and services as necessary to remove hazards and complete tows (i.e.: air bags, cranes, hazardous material clean up) with organizations outside the rotation list. Contractor retains responsibility for the tow and compliance with this agreement. Response time would be adjusted a reasonable amount in such cases.
- L. Contractor shall have a minimum of one truck and driver available for the City, plus one spare truck that can be used to cover any tow zone.
- M. Contractor shall be responsible for securing unsafe vehicles and loads.
- N. Contractor shall respond to requests for road service to City vehicles.
- O. Contractor shall have and maintain the equipment necessary to tow at a minimum, Class A vehicles, motorcycles, and small boats and utility trailers.
- P. Contractor may tow smaller Class vehicles with larger Class trucks but shall only charge the smaller Class rates unless the larger trucks were made necessary by the nature of a recovery.
- Q. Contractor shall provide to the City the name and contact telephone number of the person assigned to handle complaints of services provided under this Tow Contract.
- R. Contractor shall process all unclaimed vehicles by foreclosing its statutory lien with the exception of state statute abandoned vehicles appraised under \$500.00. As part of that process, Contractor shall appraise all vehicles unclaimed after 7 days in Contractor's possession and send those appraisals to the City by facsimile. Contractor shall have on file with the City a copy of its DMV appraiser certificate(s). Contractor shall provide a copy of the final disposition document for all unclaimed vehicles.

4. GENERAL STORAGE PROCEDURES

- A. Contractor shall store all vehicles towed under this contract at the storage facility in the tow zone where the tow originated. An exception may be made for a multi zone tower to store a vehicle at the storage facility closest to the original tow location.
- B. Except as provided in Section 4.A., Contractors may store vehicles at a secondary approved storage facility only after they have remained for 72 hours at the storage facility in the tow

zone in which the tow originated. Such secondary storage facilities must be within Lane County.

- C. If a vehicle is moved to a secondary facility, Contractor shall provide transportation for the vehicle owner/owner's agent requesting release of the vehicle to such secondary storage facility, or tow the vehicle to the storage facility in the tow zone in which the tow originated at no extra charge.
- D. If Contractor chooses to take a vehicle to a secondary storage facility, it shall not charge mileage for a greater distance than to the storage facility in the tow zone closest to where the tow originated.
- E. Contractor agrees to assume sole responsibility for the theft, disappearance of, or damage to a vehicle, its parts or any personal effects within the vehicle, once the vehicle has been taken under tow. This does not include any items removed by the City.
- F. Contractor shall exercise reasonable care to protect stored vehicles and the personal effects thereof from vandalism, theft or burglary. Contractor shall cover or place out of sight vehicles involved in fatal or sensational crashes.
- G. The Contractor shall provide either locked outside storage or locked, secure indoor storage, or both which meets the following requirements.
 - a. The storage facility shall be in conformance with all zoning requirements of all applicable governments. Storage shall be provided, and of sufficient size, for each class of vehicle towed for the City, including semi-trucks and motor homes, except as provided in ORS 819.110.
 - b. Contact phone numbers and addresses will be posted at all storage facilities.
 - c. The storage area will be under exclusive access and control of the individual tow contractor and cannot be shared with other businesses, including non-tow businesses not owned by the tow contractor.
- H. The storage facility shall have a fence that meets all specifications of the City for outside storage or providing secure inside storage, and shall have the following security measures:
 - a. Fencing shall be either made of a woven wire composition normally referred to as cyclone fencing-chain link fencing or made of a solid material, such as wood or concrete block that should prevent access and unauthorized entry.
 - b. Fencing shall be topped by a minimum of three (3) strands of barbwire. Tow businesses not meeting these regulations due to local zoning requirements will be addressed on a case by case basis.

- c. Equipping all gates, doors and other openings with locks and utilizing same to prevent unauthorized entry. Gates and entry ways shall be of a solid frame and the same minimum height as the other fencing material.
- d. Escorting all persons who are not tow company employees when they are inside the secured area.
- e. Contractor shall maintain an area for storing vehicles towed under this contract that is inaccessible to all except tow company employees.
- f. Locking vehicle doors and closing windows and sunroofs when a door key is available. Key(s) shall be tagged and kept in an area protected from unauthorized access. Contractor shall make an effort to protect vehicles with tarps where appropriate.
- g. City tows with instructions to hold for fingerprints, investigation, evidence, or VIN inspections shall be handled and stored with all due care to avoid interference with police activities and police information.
- h. Contractor shall provide the Officer or City employee a completed invoice of all fees owed up to the time when ordered to take a vehicle.
- i. Contractor shall refer all inquiries regarding vehicles held under formal police holds to the Deputy who placed the hold or other City personnel. Contractor shall not provide any information about held vehicles except to authorized City personnel.
- j. Contractor may remove personal effects from a vehicle and place them in secure storage to protect from loss or theft. All personal effects removed from a vehicle for safekeeping shall be returned at the time of release of the vehicle. Contractor shall note on the invoice the time, date and description of items removed for separate secure storage.
- k. Contractor shall allow owner/owner's agent to retrieve ownership, insurance, identification and title documents from towed vehicles. Contractor shall allow the owner or owner's agent to remove prescriptions, clothing, identification, wallets/purses, credit cards, check books, currency, prosthetic devices, prescription glasses, dentures, child car seats and other health and safety related items, accompanying them while they do so and at no charge. Contractor may allow the owner or owner's agent to remove additional personal property at their discretion.

5. RELEASING A VEHICLE

- A. Contractor shall release stolen vehicles to the owner or owner's agent upon payment of towing and storage charges and without a release from the City. Recovered stolen vehicles shall not be released when a hold has been placed on the vehicle by the City.

- B. Contractor shall provide a notice of release to the City for any vehicle on which the Contractor forecloses a possessory lien, obtains a dismantling certificate, accepts title in lieu of payment, or files a DMV Form 271.
- C. Contractor shall not release a vehicle to the owner or owner's agent without a release or telephone confirmation from City's Records Division or City Designee if the City has impounded the vehicle or marked "release required" on the Property Evidence Form.
- D. Contractor shall reimburse the City for the \$100.00 administrative fee of any impounded vehicles released to the owner or owner's agent without a City release form.
- E. Contractor shall issue an itemized written receipt for all services rendered.
- F. Contractor shall provide the following information whenever a vehicle owner or owner's agent inquires about the release of a vehicle:
 - a. Whether or not a release is required from the City.
 - b. When a gate fee is applicable and the amount due.
 - c. That an additional fee may be applicable if the owner or owner's agent arrives more than one half hour after the appointed release time.
- G. Contractor shall not charge a gate fee for responding outside of the normal business hours listed in this contract (Section 5.S.).
- H. Contractor or designee shall arrive at the storage facility within one half hour in response to requests for release where the owner or owner's agent is present at the storage facility at the time the request is made.
- I. Contractor may assess an additional fee equal to one half the regular gate fee for each hour or part thereof that Contractor is at the storage facility if Contractor must wait more than one half hour for the owner or owner's agent after the appointed time for the release. Contractor need not wait more than one hour.
- J. Contractor shall make the vehicle available to the owner or owner's agent for retrieval within 30 minutes of payment or any other time mutually agreed upon.
- K. Contractor shall maintain a 24-hour per day seven-day per week telephone service for release of towed vehicles.
- L. Contractor or designee shall be readily available to provide information about a towed vehicle whenever an owner or owner's agent calls. If an owner or owner's agent calls after

business hours and it is necessary for Contractor or his designee to check information and call back, Contractor shall call the owner or owner's agent back within 60 minutes.

- M. For the purposes of this contract, a telephone request by a vehicle owner or owner's agent shall constitute notice of a release request.
- N. Contractor shall forfeit any additional storage charges against the vehicle if Contractor is unavailable within 60 minutes or the time an owner or owner's agent has agreed to meet for a release in addition to any other remedy.
- O. Contractor shall retain all records relating to the towing, storage and disposition of vehicles, including but not limited to tow invoice copies, City Releases, lien records, dismantling certificates, bills of sale and certificates of sale for a period of not less than three years. Contractor shall either provide copies, or release requested records for the purpose of copying, to the City or City designee upon demand.
- P. Contractor shall respond with accurate information to phone requests for information from the City within one half hour.
- Q. Contractor shall respond within 24 hours to requests for information received by facsimile from the City with accurate information.
- R. Contractor shall make records available for audit, inspection and copying by the City.
- S. Contractor shall be on duty at its primary place of business during regular business hours (8 a.m. to 5 p.m. Monday through Friday, except holidays). "On duty" shall mean present and available by telephone.

6. TOW VEHICLE REQUIREMENTS

- A. Contractor shall have available the following equipment maintained to perform tows in a safe and adequate fashion.
- B. Class A: Tow trucks shall be provided that are capable of recovery and towing operations for passenger cars, pickup trucks, small trailers or equivalent vehicles. All equipment used in conjunction with the tow truck must be compatible with the manufacturer's basic boom rating and must comply with current state laws and Oregon Administrative Rule 735-154-0040. In addition to standard equipment, all trucks in this Class shall have:
 - a. Ten thousand pounds minimum manufacturer's gross vehicle weight rating or equivalent;
 - b. Dual tires on the rear axle or duplex type tires; referred to as super single with a load rating that is comparable to dual tire ratings;

- c. Six-ton minimum boom rating dual or single boom with dual or single winches to control a minimum of one service cable;
 - d. A minimum of one hundred feet of 3/8-inch continuous length cable; May include wheel lift or flatbed trucks for this Class of tow truck.
- C. Class-B: Tow trucks shall be capable of towing and recovery operations for medium size trucks, trailers, motor homes or equivalent vehicles. In addition to standard equipment, all trucks shall have:
 - a. Seventeen thousand pounds minimum manufacturer's gross vehicle weight rating or equivalent;
 - b. Ten-ton minimum boom rating dual or single boom with dual or single winches to control a minimum of one service cable;
 - c. Class-B tow trucks in excess of 23,000 pound GVW will not be required to carry dollies when used for heavy towing;
 - d. May include wheel lift;
 - e. A minimum of 150 feet of seven-sixteenths inch cable.
- D. Class-C: Tow trucks that are capable of towing and recovery operations for large trucks, trailers, motor homes or equivalent vehicles. In addition to standard equipment, all trucks shall have:
 - a. Twenty-seven thousand five hundred pounds minimum manufacturer's gross vehicle weight rating or equivalent;
 - b. Twenty-five-ton minimum boom rating dual or single boom with dual or single winches to control a minimum of one service cable;
 - c. A minimum of 150 feet of cable, five-eighths inch diameter;
 - d. Air brakes and an air system capable of supplying air to the towed unit;
 - e. Portable dollies are not required;
 - f. Tandem rear axle chassis (three axle truck);
 - g. May include wheel lift.
- E. Class-D (flatbeds):

- a. Tow trucks in this Class are to be used for towing purposes only. Trucks in this Class can perform no recovery work.
- b. Tow trucks in this Class capable of towing passenger cars, pickup trucks, trailers, trucks or equivalent vehicles, based on the size and ratings of the Class D tow unit used. All equipment used in conjunction with the tow truck must comply with current state laws and Oregon Administrative Rule 735-154-0040. In addition to standard equipment, all trucks in the Class shall have the applicable equipment listed in Sections 6.F., 6.G., and 6.H.

F. Class D-A:

- a. Eleven thousand pounds minimum manufacturer's gross vehicle weight rating or equivalent;
- b. Dual tires on the rear axle;
- c. A minimum of 50 feet 3/8-inch continuous length cable;
- d. May include wheel lift.

G. Class D-B:

- a. Seventeen thousand pounds minimum manufacturer's gross vehicle weight rating or equivalent;
- b. Dual tires on the rear axle;
- c. A minimum of 50 feet of 3/8 inch continuous length cable.

H. Class D-C:

- a. Twenty-seven thousand five hundred pounds minimum manufacturer's gross vehicle weight rating or equivalent;
- b. Minimum of 50 feet of five-eighths inch continuous length cable;
- c. Tandem rear axle truck chassis (three-axle truck);
- d. May include wheel lift;
- e. Air brakes and an air system capable of supplying air to the towed vehicle.

7. TOW VEHICLE EQUIPMENT REQUIREMENTS

All tow trucks shall be equipped as follows at all times when operating under this contract:

- A. All trucks shall display the company name and telephone number. This information shall be painted or permanently affixed to both sides of the vehicle and the lettering shall be at least 2 inches in height with 1/2-inch stroke and in a color that is in contrast with the tow truck color.
- B. Minimum of one light mounted behind the cab of the tow truck, which is capable of illuminating the area of the tow under darkened, foggy or dangerous conditions.
- C. Portable auxiliary brake lights, emergency flashers, turn signals and taillights for use on towed vehicles. Class D trucks are exempt from this section unless towing a second vehicle.
- D. A fire extinguisher with an Underwriters Laboratory rating of at least 5B:C. Class B and C trucks shall carry fire extinguishers with a cumulative UL rating of at least 10B:C.
- E. Cables as called for in each Class shall be measured from the point of attachment on each drum.
- F. Each cable shall be capable of being fully extended from and fully wound onto its drum.
- G. There shall be no more than six randomly distributed broken wires in one rope lay, or more than three broken wires in one strand in one rope lay.
- H. There shall be no evidence of any heat damage from any cause.
- I. There shall be no end attachments that are cracked, deformed, worn or loosened.
- J. Where a wire rope is attached to a hook with clamps instead of being swaged, a minimum of three clamps shall be used on end attachments. Clamps shall be spaced at least six rope diameters apart and attached with the base or saddle of the clamp against the longer or "live" end of the rope. The "u" bolt shall be placed over the short or "dead" end of the rope and shall be of proper size.
- K. A broom, shovel, container for accident debris, at least 10 pounds of grease and fluid absorbent material and any other equipment necessary to clean up an accident scene in accordance with state and local law (ORS 822.225).
- L. Carry signs reading "Wreck Ahead" to be set up by tow driver where needed (ORS 822.220).
- M. Have at least 6 flares or other emergency reflective devices.
- N. Have at least one snatch block in good working condition for each towline.

- O. Have two or more wheel chocks.
- P. Have one portable dolly or its equivalent. Class D trucks are exempt except as otherwise stated.
- Q. Tires, adequate in size and rating for the size and weight of the tow truck, with no less than 3/32nds of an inch of tread and mounted on rims secured with the manufacturer's recommended number of lug nuts.
- R. Two-way radio capable of communicating with Contractor's dispatcher. Such equipment shall be approved and licensed in accordance with federal law. Contractor may also use a cell phone in lieu of a radio.
- S. Class A and D-A tow trucks shall have one pinch bar. Class B, C, D-B, and D-C tow trucks shall have two pinch bars or equivalent devices: one flattened and one tapered, one three feet and one four feet in length. They are to have a minimum diameter of three-quarters of an inch.
- T. Tools and equipment for providing minor repairs, including tire changing equipment, jumper cables and gasoline can or other gasoline transfer device. An assortment of trailer ball hitches to fit most types of trailers.
- U. Class D trucks shall have a set of skates (4) (or similar device for loading vehicles) and shall use them when appropriate.
- V. Any other equipment as required by State Law. All tow trucks and equipment shall be maintained in good working order.

8. STORAGE FACILITIES

- A. Contractor shall not use any storage facilities until inspected and approved by the City.
- B. Contractor's storage facilities shall be in Lane County.
- C. Contractor's storage facilities shall be located in the tow zone where the tow originated, unless authorized for multiple tow zones.
- D. Contractor shall keep all public right-of-way and property adjacent to Contractor's storage facilities clear of vehicles that are in the Contractor's custody.
- E. Contractor's storage facility shall be marked with a sign as follows: The sign shall be at or near the entrance and clearly visible from the right of way;

- a. The sign shall have letters not less than 2 inches high stating:
 - i. Contractor's name and phone number;
 - ii. Contractor's regular business hours;
 - iii. That a service charge (gate fee) may be levied for release of vehicles or their contents after regular business hours;
 - iv. The amount of the gate fee.
- F. Contractor shall have a Tow Dispatch capable of communicating with Contractor's trucks at all times.
- G. Contractor shall keep a phone line free to receive incoming City's towing and service requests.
- H. Contractor shall have a facsimile machine installed at its primary place of business, fully supplied and ready to receive and transmit at all times.

9. PERSONNEL-CRIMINAL HISTORY

- A. Contractor agrees that all tow truck operators will have the appropriate licenses and endorsements issued by the State of Oregon and shall be properly trained in the operation of the equipment. Contractor shall provide proof of licenses and certification of each tow operator.
- B. City of Lowell will conduct a background check on all employees involved in the execution of the contract and the individuals financially responsible for the Tow Company. The Contractor will submit new employees' names and operator's license within 72 hours of employment.

Employees and owners will be considered having passed the criminal background check unless the City of Lowell notifies the Contractor otherwise.

- C. In cases where an employee does not pass the criminal background check the tow company must inform the employees by the end of that day that they may no longer perform any work related to the rotation list for the City of Lowell.
- D. All employees who operate tows shall have a valid Oregon Driver's license with the proper class or type for vehicle combinations. The City reserves the right to suspend or terminate the services of a tow company who has a driver under an active Circuit Court proceeding for a driving offense.
- E. For tow company owners, employees or agents, their criminal records will not show:

- a. Any current court ordered stalking or restraining issued against them.
- b. Any convictions of sex crimes listed in ORS 181.594 (2) (a-s) or equivalent conviction of a sex crime from another jurisdiction regardless of the degree of the charge.
- c. Any felony conviction, as set forth under ORS 166.270 (weapons), or any charge in any state, which in Oregon is considered a felony, within the last fifteen (15) years from the date the application to the non-preference tow list is received.
- d. Any two felony convictions regardless of when those felonies were committed.
- e. Any felony conviction, or any charge from another state which in Oregon is considered to be a felony, where a weapon was used or threatened to be used in the commission of the crime, regardless of the date of the felony charge.

10. PROHIBITED ACTS

- A. Contractor shall not interfere with or injure the rights of any other tow company business.
- B. Contractor will not cause unnecessary damage to property while performing under this tow contract.
- C. Contractor shall not make false statements of material fact or omit disclosure of material fact in performance of this tow contract.
- D. Tow trucks are not authorized as emergency vehicles. Tow companies are prohibited from:
 - a. "Running Code" by operating overhead emergency lights while en-route to or from a tow scene.
 - b. Disobeying traffic control devices.
 - c. Use of any type of siren.
- E. Contractor shall not monitor the police radio for gain or profit.
- F. Contractor shall not solicit information as to accident locations by payment of any form of gratuity.
- G. Contractor shall not solicit additional work from those at the scene of an accident. Tow Companies may render assistance without charge or render safety or other humanitarian aid.
- H. Contractor shall not make any repairs or alterations to a vehicle without first being authorized by the owner, an authorized insurance company, or other authorized agent of

the vehicle owner. Contractor may make emergency alterations when necessary to permit the safe towing of a vehicle.

- I. Contractor shall not tow any vehicle which is occupied by any person, except as directed by a police officer.
- J. Contractor shall not charge for services not performed, make duplicate charges for the same service, or charge any fee for services performed under this agreement which is in excess of the fees on file with the City at the time of appointment.
- K. Contractor, owners, agents or employees shall not be verbally or physically offensive, abusive, disrespectful or discourteous to any customer, motorist, City employee or any other person while performing services under this Tow Agreement.
- L. Contractor shall not remove from towed vehicles any parts, property or personal effects except as specifically permitted in this Tow Agreement.
- M. Contractor shall not operate in performance of this Tow Agreement while under the influence of intoxicants or drugs. Exceptions are allowed when such drugs are taken pursuant to a lawful prescription from a licensed medical provider, or are available over the counter, and such drugs do not impair the operator's ability to safely perform all the functions necessary to the fulfillment of this Tow Contract.
- N. Contractor shall issue a clearly legible receipt, if necessary, in addition to the standard tow bill, to any owner or owner's agent or City's employee who requests a detailed listing of all charges.
- O. Contractor shall not require any owner or owner's agent to sign any statement or document relieving the Contractor from responsibility for the condition of the vehicle or its personal effects prior to the owner's or owner's agent's inspection of the vehicle or personal effects.
- P. Contractor shall not use information obtained through performance of this Tow Contract to interfere with the performance of the duties by City employees.
- Q. Contractor shall not operate any vehicle towed under this Tow Contract, except to reposition the vehicle in order to facilitate the tow or in the Contractor's storage facility and then only for the purpose of repositioning the vehicle for storage.
- R. Contractor may have access to and become aware of information that involves the pursuit, apprehension and prosecution of criminal suspects and/or is of a confidential, or of a sensitive nature while performing services under this Tow Contract. Contractor shall not disseminate any such information to anyone except as provided by this Tow Contract.

11. DISPATCH PROCEDURES

- A. Dispatch will retain the Contractor's phone number and address and identify the rotation lists for which the Contractor is authorized by tow zone and tow class.
- B. Requests for non-preference and abandoned tow service will be made from a rotation list. The list will be in alphabetical order of the tow companies' names. Calls will be dispatched to the next Contractor in rotation with each successive call by tow zone in the order that calls are received.
- C. If the Contractor gets dispatched to a call and the tow request is canceled prior to hook up, the Contractor will be placed at the top of the rotation list, unless the list has gone on to another tow company. If the rotation has gone to another company, then Contractor will not get another call until the list rotation has been completed. The full rotation will be observed in such cases in order to maintain the integrity of the list.
- D. Contractor will receive as many vehicles from a single incident as they can handle. Contractor must have trucks available to respond within the established timelines. Contractor must decide within three minutes of receiving the call how many trucks they have available and whether they accept the request for service.
- E. When Contractor is dispatched to a request for service and multiple vehicles are connected (i.e.: car and trailer) Contractor will be assigned both vehicles.
- F. Contractor will notify the City Office in writing (one week prior) when the Contractor will be closed for vacations or holidays.

12. COMPENSATION

- A. Contractor agrees to bill the public for tows under this contract at no more than the rates placed on file with the City at the time of application of Tow Contract. Nothing contained in this Tow Contract shall be construed as requiring Contractor to charge any rate in violation of State or Federal law regulating the transportation of vehicles. Nothing in this agreement shall be construed as regulating tows other than those ordered under this contract.
- B. Contractor agrees to charge for tows for which the City's is deemed financially responsible or accepts payment responsibility at rates not to exceed the rates placed on file with the City at the time of application.
- C. Contractor shall release a vehicle without payment of the tow charge by the owner of the vehicle if Contractor is directed to do so by the City; in such a case the City will assume the charges for the tow.
- D. Contractor may assess an after-hours access fee (gate fee) for providing services during hours other than normal business hours when Contractor is closed for business. Time and date of any after hour's gate fee must be noted on the tow receipt to verify assessment of the gate fee.

- E. Contractor will not assess a supplemental fee for a priority law enforcement/City response merely for being requested by the City. Contractor is expected to respond within the guidelines set forth in "Scope of towing service" on page three. If the contractor is not able to meet those guidelines, then the tow should be declined and the next available contractor will be called.
- F. Tow companies with excessive fees or fees out of line with industry standards will be removed from the rotational tow list for a minimum of six months.

13. STORAGE RATES

- A. Contractor agrees to bill storage rates per calendar day per 200 square foot storage unit.
- B. Contractor must document the actual size of any vehicle or combination of vehicles for which more than one storage fee is being assessed. Only one storage unit fee may be charged for each 200 square foot unit if more than one vehicle is in it (i.e.: a car on car carrier trailer).

14. SITE AND VEHICLE INSPECTIONS

- A. Contractor shall allow the City to conduct not less than one (1) annual inspection of all its tow trucks and equipment at a location and time chosen by the City. The City reserves the right to conduct additional inspections without notice to Contractor during normal business hours, or if a tow truck or equipment is found to be defective. Contractor shall not charge the City for making its vehicles and equipment available for inspection.
- B. Vehicles not inspected and approved for service shall not be used for City tows.

15. RULES AND DIRECTIVES

- A. From time to time throughout the term of this Contract the City may issue rules and directives consistent with this Tow Agreement. Contractors shall be furnished copies of these directives. Such rules and directives shall be incorporated into and become effective as part of this Tow Contract.

16. TERMINATION AND REMEDIES

- A. Non-compliance with any condition of this contract, or any rule, or directive, may result in removal from the rotation list until the problem is corrected.
- B. Failure to respond to a request from the City for information may result in removal from the rotation list until the information requested is provided.
- C. Releasing of vehicles without authorization to do so may result in suspension from the rotation for a period of 30 days.

- D. This contract may be terminated by either party, without cause, upon not less than 30 days written notice to the other party.
- E. This contract may be terminated by either party in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 10 days of the date of the notice, then the party giving the notice may terminate the contract at any time thereafter by giving a written notice of termination.
- F. Notwithstanding any other term of this contract, the City may terminate this contract immediately by written notice to Contractor upon denial, suspension, non-renewal or revocation of any license, permit or certificate that Contractor must hold to provide services under this contract.

17. INSURANCE AND INDEMNIFICATION

- A. Contractor agrees to indemnify, save harmless and defend City of Lowell, the City, and their agents, officers and employees from and against any and all claims and actions and all expenses incidental to the investigation of and defense thereof, arising out of or based on damage or injuries to persons or property caused by errors, omissions, fault or negligence of Contractor or Contractors agent, Officers or Employees.
- B. Contractor shall provide all insurance called for on the page entitled "Insurance Coverage Required". As evidence of the insurance coverages required by this contract, the CONTRACTOR shall furnish a certificate of insurance to: City of Lowell, PO Box 490, Lowell, OR 97452. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If CONTRACTOR is self-insured under the laws of the State of Oregon, CONTRACTOR shall provide appropriate declarations of coverage. CONTRACTOR shall not cancel, materially change, or not renew insurance coverages.
- C. Responsibility for payment of damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of CONTRACTOR'S responsibility for payment of damages resulting from CONTRACTOR'S operation under this contract.

18. LIMITATION ON DAMAGES

In no event shall the City be liable to Contractor for any lost or prospective profits, or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this contract, or for any failure of performance related hereto howsoever caused, whether or not arising from City's sole, joint or concurrent negligence.

19. CONTRACT TERM

Contract period shall begin on the day it is fully executed by both parties and remain in effect for two years.

20. INTEGRATION

This Tow Contract contains the entire agreement between the City and Contractor and supersedes all prior written or oral discussions or agreements.

21. SEVERABILITY

If any provision of this Tow Contract is found illegal or unenforceable, the remainder of this Tow Contract shall remain in full force and effect.

This Tow Contract has been agreed to between the following parties:

----- Contractor (Print Name)	----- Signature	----- Date
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----- Marsha Miller Interim City Administrator City of Lowell	----- Signature	----- Date
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AGENDA ITEM SUMMARY

TO: Mayor Bennett and Council
FROM: Marsha Miller, Interim City Administrator
DATE: November 17, 2020
SUBJECT: Consideration of Ordinance 302 to Change Planning Commission Membership

DISCUSSION
 ACTION
 RESOLUTION
 ORDINANCE
 PROCLAMATION
 REPORT

<p>SUMMARY: The Planning Commission has two vacant seats on the Commission. The Planning Commission Chair requested the Council consider changes to the ordinance that would open membership for potential candidates. The Council discussed the membership requirements on October 20, 2020 and on November 3, 2020 at a work session. The item was tabled at that time. The Mayor has put forth a proposal for further consideration.</p>
<p>FISCAL IMPACT: None</p>
<p>COURSES OF ACTION:</p> <ol style="list-style-type: none">1. Motion for a first reading of Ordinance 302.2. Discussion of Ordinance 302 and motion to consider alternative language3. No action.
<p>RECOMMENDATION:</p> <ol style="list-style-type: none">1. Motion for a first reading of Ordinance 302
<p>ATTACHMENTS:</p> <ol style="list-style-type: none">1. Lowell Municipal Code 2.623 Planning Commission; showing proposed language2. Ordinance 302

2.623 Planning Commission. There is hereby established a Planning Commission for the City of Lowell under the following policy, unless specified otherwise by ORS 227.030, as amended. The Planning Commission shall serve as a standing quasi-judicial and advisory body.

(a) **Membership:** The Planning Commission shall consist of five members and meet the following criteria:

(1) Four members shall reside within the City of Lowell.

(2) One member may reside within the Rural Lowell Fire Protection District.

(3) No two members shall be engaged principally in buying, selling or developing real estate for profit as individuals; or be members of any partnership, or officers or employees of any corporation that is engaged principally in buying, selling or developing of real estate for profit.

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

(c) **Powers and Duties:** The Commission shall review and make recommendations regarding planning, zoning, and development within the city, and shall have the powers and duties which are assigned by State Law or City Charter.

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

CITY OF LOWELL, OREGON

ORDINANCE 302

AN ORDINANCE AMENDING LOWELL REVISED CODE, SECTION 2.623.

THE CITY OF LOWELL ORDAINS AS FOLLOWS:

Section 1. The following section of the Lowell Revised Code 2.623 is hereby amended as follows.

2.623 Planning Commission. There is hereby established a Planning Commission for the City of Lowell under the following policy, unless specified otherwise by ORS 227.030, as amended. The Planning Commission shall serve as a standing quasi-judicial and advisory body.

- (a) **Membership:** The Planning Commission shall consist of five members and meet the following criteria:
 - (1) Four members shall reside within the City of Lowell.
 - (2) One member may reside within the Rural Lowell Fire Protection District
 - (3) No two members shall be engaged principally in buying, selling or developing real estate for profit as individuals; or be members of any partnership, or officers or employees of any corporation that is engaged principally in buying, selling or developing of real estate for profit.
- (b) **Term of Office:** Members of the Planning Commission shall serve a term of two years. Expiration of the terms shall be staggered such that the terms of three members expire of December 31st of odd numbered years and the terms of two members expire on December 31st of even numbered years.
- (c) **Powers and Duties:** The Commission shall review and make recommendations regarding planning, zoning, and development within the city, and shall have the powers and duties which are assigned by state law or city charter.
- (d) **Reporting:** An annual report describing the activities of the previous calendar year shall be submitted by January 31 of each year.

Adopted by the City Council of the City of Lowell, this 17th day of November, 2020.

Yea: _____

Nay: _____

Approved: _____
Don Bennett, Mayor

First Reading:
Second Reading:
Adopted:
Signed:
Effective Date:

Attest: _____
Marsha Miller, Interim City Administrator/Recorder

AGENDA ITEM SUMMARY

TO:	Mayor Bennett and Council	<input type="checkbox"/> DISCUSSION
FROM:	Marsha Miller, Interim City Administrator	<input type="checkbox"/> ACTION
DATE:	November 17, 2020	<input checked="" type="checkbox"/> RESOLUTION
SUBJECT:	Resolution 755 Authorizing a Loan with Business Oregon	<input type="checkbox"/> ORDINANCE
		<input type="checkbox"/> PROCLAMATION
		<input type="checkbox"/> REPORT

SUMMARY:

The City of Lowell applied for funding through the Oregon Infrastructure Finance Authority of the Business Development Department in June 2020. The funding was to support the Main Street and Lakeview reconstruction project. The estimated project cost was \$468,450 with \$200,000 coming from Oregon Department of Transportation Grants. In October the City received notification of final approval of the loan from the Special Public Works Fund. The loan amount is \$268,450 at a rate of 2.19% per annum. Resolution 755 authorizes the loan and authorizes the Mayor or City Administrator to execute the contract and any other required documents required by the financing agency.

FISCAL IMPACT:

Loan will be paid back over the 20-year term from the Street Fund and the Water Fund.

COURSES OF ACTION:

1. Motion to approve Resolution 755, as written
2. Motion to approve Resolution 755, as amended

RECOMMENDATION:

Motion to approve Resolution 755

ATTACHMENTS:

1. Resolution 755
2. Special Public Works Fund Development Project Financing contract
3. Opinion of Legal Counsel

RESOLUTION NUMBER 755

A RESOLUTION OF THE CITY OF LOWELL AUTHORIZING A LOAN FROM THE SPECIAL PUBLIC WORKS FUND BY ENTERING INTO A FINANCING CONTRACT WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY

The Lowell City Council (the “Governing Body”) of the City of Lowell (the “Recipient”) finds:

- A. The Recipient is a “municipality” within the meaning of Oregon Revised Statutes 285B.410(9).
- B. Oregon Revised Statutes 285B.410 through 285B.482 (the “Act”) authorize any municipality to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department (“OBDD”) to obtain financial assistance from the Special Public Works Fund.
- C. The Recipient has filed an application with the OBDD to obtain financial assistance for a “development project” within the meaning of the Act.
- D. The OBDD has approved the Recipient’s application for financial assistance from the Special Public Works Fund pursuant to the Act.
- E. The Recipient is required, as a prerequisite to the receipt of financial assistance from the OBDD, to enter into a Financing Contract with the OBDD, number L21001, substantially in the form attached hereto as Exhibit 1. The project is described in Exhibit C to that Financing Contract (the “Project”).
- F. Notice relating to the Recipient’s consideration of the adoption of this Resolution was published in full accordance with the Recipient’s charter and laws for public notification.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Recipient as follows:

1. Financing Loan Authorized. The Governing Body authorizes the City Administrator or the Mayor (the “Authorized Officer”) to execute on behalf of Recipient the Financing Contract and such other documents as may be required to obtain financial assistance (the “Financing Documents”), including a loan from the OBDD, on such terms as may be agreed upon between the Authorized Officer and OBDD, on the condition that the principal amount of the loan from the OBDD to the Recipient is not in excess of \$268,450 and an interest rate of 2.19% per annum. The proceeds of the loan from the OBDD will be applied solely to the “Costs of the Project” as such term is defined in the Financing Contract.
2. Sources of Repayment. Amounts payable by the Recipient are payable from the Recipient’s Water and Street Funds and sources described in Oregon Revised Statutes Section 285B.437(3) which include:
 - (a) The revenues of the project, including special assessment revenues;
 - (b) Amounts withheld under ORS 285B.449 (1);
 - (c) The general fund of the Recipient; or
 - (d) Any other source.
3. Tax-Exempt Status. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The Recipient may enter into covenants to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as may be required by the OBDD or its bond counsel to protect the tax-exempt status of such interest.

4. Reimbursement Bonds. The Recipient may make certain expenditures on the Project prior to the date the Financing Contract is executed with OBDD or the date the State of Oregon issues any bonds to fund the loan. The Recipient hereby declares its intent to seek reimbursement of such expenditures with amounts received from the OBDD pursuant to the Financing Contract, but only as permitted by OBDD policy, the Financing Contract, and federal tax regulations. Additionally, the Recipient understands that the OBDD may fund or reimburse itself for the funding of amounts paid to the Recipient pursuant to the Financing Documents with the proceeds of bonds issued by the State of Oregon pursuant to the Act. This Resolution constitutes “official intent” within the meaning of 26 C.F.R. §1.150-2 of the income tax regulations promulgated by the United States Department of the Treasury.

Adopted by the City Council of Lowell this 17th day of November 2020.

CITY OF LOWELL

Ayes _____

Nays _____

Don Bennett, Mayor

ATTEST:

Marsha Miller, Interim City Administrator/Recorder

SPECIAL PUBLIC WORKS FUND DEVELOPMENT PROJECT
FINANCING CONTRACT

Project Name: Downtown Paving and Waterline Improvements

Project Number: L21001

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department ("OBDD"), and the City of Lowell ("Recipient") for financing of the project referred to above and described in Exhibit C ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Security
Exhibit C	Project Description
Exhibit D	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$468,450.

"Interest Rate" means 2.19% per annum.

"Loan Amount" means \$268,450.

"Maturity Date" means the 19th anniversary of the Repayment Commencement Date.

"Payment Date" means December 1.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 36 months after the date of this Contract.

"Repayment Commencement Date" means the first Payment Date to occur after the Project Closeout Deadline.

SECTION 2 - FINANCIAL ASSISTANCE

OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project in the form of a non-revolving loan (the "Loan") in an aggregate principal amount not to exceed the Loan Amount.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract cannot exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Payment to Contractors. OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.

SECTION 4 - LOAN PAYMENT; PREPAYMENT

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. All unpaid interest accrued to the Repayment Commencement Date is (in addition to the first regular installment payment due) payable on the Repayment Commencement Date. Interest is computed by counting the actual days occurring in a 360-day year.

The Recipient authorizes OBDD to calculate accrued interest as necessary under this Contract, including for purposes of determining a loan amortization schedule or determining the amount of a loan prepayment or loan payoff. Absent manifest error, such calculations will be conclusive.
- C. Loan Payments. Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.

D. Loan Prepayments.

- (1) Mandatory Prepayment. The Recipient shall prepay all or part of the outstanding balance of the Loan as required by this Contract.
- (2) Optional Prepayment. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.

E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.

SECTION 5 - CONDITIONS PRECEDENT

A. Conditions Precedent to OBDD's Obligations. OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:

- (1) This Contract duly signed by an authorized officer of Recipient.
- (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.
- (3) An opinion of Recipient's Counsel.
- (4) Such other certificates, documents, opinions and information as OBDD may reasonably require.

B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:

- (1) There is no Event of Default.
- (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
- (3) OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Special Public Works Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
- (4) OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.

- (5) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
- (6) The Recipient has delivered to OBDD (in form and substance satisfactory to OBDD) an estimated schedule of Disbursement Requests for Project design, including anticipated number, submission dates, and amounts and, prior to the beginning of Project construction, an estimated schedule of Disbursement Requests for construction, including anticipated number, submission dates, and amounts.
- (6) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project, whether from OBDD or from another State of Oregon agency or any third party.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. The Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
 - (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.

- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.
- E. No Events of Default.
- (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, that relate to the Project, or that relate to the operation of the System of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) State labor standards and wage rates found in ORS chapter 279C.
 - (3) OAR 123-042-0165 (5) requirements for signs and notifications.
- These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.
- C. Project Completion Obligations. The Recipient shall:
- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
 - (2) Provide OBDD with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process, at least ten (10) days before advertising for bids.
 - (3) Provide a copy of the bid tabulation, notice of award, and contract to OBDD within ten (10) days after selecting a construction contractor.
 - (4) Permit OBDD to conduct inspection of the Project at any time.
 - (5) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (6) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
 - (7) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a "qualified management contract" as described in IRS Revenue Procedure 97-13, as amended or supplemented.

- E. Operation and Maintenance of the Project. The Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long-term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- F. Insurance, Damage. The Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from asserting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit C, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient's obligations under the Financing Documents and payment of OBDD's costs related to such assumption, and receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term "Bond Counsel" means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by OBDD.
- H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied to prepay the outstanding balance of the Loan in accordance with section 4.D.(1).
- I. Financial Records. The Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.

- J. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- L. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses...” OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- N. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. The Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- O. Notice of Event of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

- P. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- Q. Further Assurances. The Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.
- R. Exclusion of Interest from Federal Gross Income and Compliance with Code.
- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
 - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be "disproportionate related business use" or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.
 - (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.
 - (4) The Recipient shall not cause any Lottery Bonds to be treated as "federally guaranteed" for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as "federally guaranteed" if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.

- (5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD's request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Loan and the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Loan.
- (9) The Recipient may use the Financing Proceeds to reimburse itself for Project expenditures made prior to the funding of the Project only if permitted by Exhibit C and only if such reimbursement is allowed under one of the following four categories pursuant to 26 C.F.R. §1.150-2:
 - (a) Preliminary expenditures such as architectural, engineering, surveying, soil testing, bond issuance and similar costs that, in the aggregate, are not in excess of 20% of the Financing Proceeds. Costs of land acquisition, site preparation and similar costs incident to commencement of construction are not preliminary expenditures.
 - (b) Expenditures for issuance costs.
 - (c) Expenditures that are described in a reimbursement resolution or other declaration of official intent that satisfies the requirements of 26 C.F.R. §1.150-2 and paid no earlier than 60 days prior to the adoption of such resolution or official intent.
 - (d) Expenditures paid within 60 days prior to the date the Loan is funded.

SECTION 9 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. The Recipient fails to make any Loan payment when due.
- B. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- D.
 - (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
 - (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
 - (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
 - (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
 - (5) The Recipient takes any action for the purpose of effecting any of the above.
- E. The Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
 - (1) Terminating OBDD’s commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
 - (2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.

- (3) Barring Recipient from applying for future awards.
 - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449.
 - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, to pay interest due on the Loan; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
 - (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:

- (1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) The liability of the OBDD under this Contract is contingent upon the availability of moneys in the Special Public Work Fund for use in the project, and in no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Assistant Director, Economic Development
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem OR 97301-1280

If to Recipient: Interim City Administrator
City of Lowell
PO Box 490
Lowell OR 97452-0490

E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys. The Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

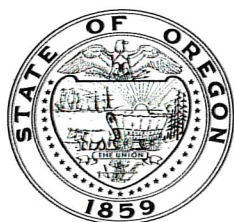
Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon’s sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority
of the Business Development Department



CITY OF LOWELL

By: _____
Chris Cummings, Interim Director

By: _____
The Honorable Don Bennett
Mayor of Lowell

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Wendy Johnson via email dated 6 Nov 2020
Wendy Johnson, Senior Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.410 through 285B.482, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 9 Oct 2020.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD’s financing of the Project.

“Financing Proceeds” means the proceeds of the Loan.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

“System” means Recipient’s drinking water system, which includes the Project or components of the Project, as it may be modified or expanded from time to time.

EXHIBIT B - SECURITY

- A. Full Faith and Credit Pledge. The Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. All amounts due under this Contract are payable from and secured by all lawfully available funds of Recipient.
- B. Pledge of Net Revenues of the System.
1. All payment obligations under this Contract and the other Financing Documents are payable from the revenues of Recipient's System after payment of operation and maintenance costs of the System ("Net Revenues"). The Recipient irrevocably pledges and grants to OBDD a security interest in the Net Revenues to pay all of its obligations under this Contract and the other Financing Documents. The Net Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery, filing or any other act, and the lien of this pledge is superior to and has priority over all other claims and liens, except as provided in subsections 2 and 3 of this section B, to the fullest extent permitted by ORS 287A.310. The Recipient represents and warrants that this pledge of Net Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310. The lien of the pledge made under this subsection 1 is hereinafter referred to as the "OBDD Lien".
 2. OBDD acknowledges that Recipient has superior debt in the form of USDA loan 91-03. The Recipient shall not incur any further obligation payable from or secured by a lien on and pledge of the Net Revenues that is superior to or on parity with the OBDD Lien unless (a) no Event of Default has occurred and is continuing, and (b) the annual Net Revenues exceed 120% of the annual debt service on the Loan and any other obligations payable from or secured by a lien on and pledge of Net Revenues that is on parity with or superior to, the OBDD Lien. Prior to the issuance of any obligation to be payable from or secured by a lien on and pledge of Net Revenues that is on parity with or superior to the OBDD Lien, Recipient shall deliver to OBDD a certificate demonstrating that the requirements of this paragraph are satisfied.
 3. Notwithstanding the requirements of subsection 2 of this section B, loans previously made and loans made in the future by OBDD to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with the OBDD Lien; provided that nothing in this paragraph will adversely affect the priority of any of OBDD's liens on such Net Revenues in relation to the lien(s) of any third party(ies).
 4. Beginning Fiscal Year 2022, the Recipient shall charge rates and fees in connection with the operation of the System which, when combined with other gross revenues, are adequate to generate Net Revenues each fiscal year at least equal to one hundred twenty percent (120%) of the annual debt service due in the fiscal year on the Loan, any outstanding obligations payable from or secured by a lien on and pledge of Net Revenues that is allowed as existing superior debt as described in subsection 2 above, superior to the OBDD Lien and any outstanding obligations payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien.
 5. The Recipient may establish a debt service reserve fund to secure repayment of obligations that are payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien, provided that no deposit of the Net Revenues of the System into the debt service reserve fund is permitted until provision is made for the payment of all debt service on the Loan and any other obligations payable from or secured by a lien on and pledge of Net Revenues that is on parity with or superior to the OBDD Lien (including any obligations described in subsection 3 above) for the 12-month period after such deposit.

EXHIBIT C - PROJECT DESCRIPTION

Recipient will overlay and reconstruct the pavement on Main Street from Pioneer Street to Moss Street and on Lakeview Street from Pioneer Street to Moss Street. To address accessibility and safety concerns, the sidewalk on the north side of Lakeview Avenue will be replaced and upright curb installed. On the south side of Lakeview Street, flush curb will be installed to protect the structural integrity of the street. Recipient shall replace the water mains on Main Street and Lakeview Avenue with 6-inch PVC water lines and conduit will be installed on both streets for future broadband upgrades. The Recipient may request reimbursement of up to \$25,800 of pre-award expenses for engineering services.

EXHIBIT D - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Pre-Award Engineering	\$25,800	\$0
Engineering	4,200	25,000
Construction	232,450	170,000
Construction Management	6,000	5,000
Total	\$268,450	\$200,000

OPINION OF LEGAL COUNSEL

[DATED NOVEMBER 10, 2020]

Oregon Infrastructure Finance Authority
775 Summer Street NE Suite 200
Salem OR 97301-1280

Ladies and Gentlemen:

I have acted as counsel to the City of Lowell (the "Recipient"), which has entered into a Financing Contract (as hereinafter defined) with the Oregon Infrastructure Finance Authority of the Business Development Department ("OBDD") pursuant to Sections 285B.410 through 285B.482 of the Oregon Revised Statutes (the "Act"), and have acted as such in connection with the authorization, execution and delivery by the Recipient of the Contract (as hereinafter defined). Capitalized terms not otherwise defined in this letter shall have the meanings assigned to them by the Contract.

In so I have examined the Constitution and laws of the State of Oregon and the Recipient's Charter, if any. I have also examined originals, or copies certified or otherwise identified to my satisfaction, of the following:

A. The Financing Contract by and between the OBDD and the Recipient, number L21001, to be signed by Recipient on November 17, 2020, in the principal loan amount of \$268,450, executed by the Recipient (collectively, the "Contract").

B. Proceedings of the governing body of the Recipient relating to the approval of the Contract and the execution, issuance and delivery thereof on behalf of the Recipient, and the authorization of the undertaking and completion of the Project as defined in the Contract;

C. All outstanding instruments relating to bonds, notes or other indebtedness of or relating to the Recipient.

I have also examined and relied upon originals, or copies certified or otherwise authenticated to my satisfaction, of such other records, documents, certificates and other instruments, and made such investigation of law as in my judgment I have deemed necessary or appropriate to enable me to render the opinions expressed below.

Based upon the foregoing, I am of the opinion that:

1. The Recipient is a duly formed and operating Oregon municipality described in ORS 285B.410(9), with the legal right to own and operate the Project.

2. The Recipient has full legal right and authority to execute and deliver the Contract and to observe and perform its duties, covenants, obligations and agreements thereunder and to undertake and complete the Project.

3. Amounts due to the OBDD pursuant to the Contract are payable from the sources described in Section 2 of Lowell Resolution #755.

4. The Resolution (the "Resolution") of the Recipient approving the Contract and authorizing their execution, issuance and delivery on behalf of the Recipient, and authorizing the Recipient to undertake and complete the Project has been duly and lawfully adopted and authorized in accordance with the Recipient's Charter, if any, the Act and other applicable Oregon law, and the Resolution was adopted at a meeting or meetings which were duly called with public notice and held in accordance with the Recipient's Charter, if any, and applicable Oregon law, and at which quorums were present and acting throughout.

5. The Contract has been duly authorized, executed and delivered by the authorized officers of the Recipient and constitutes the legal, valid and binding obligation of the Recipient enforceable in accordance with its terms; subject, however, to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights or remedies generally ("Creditor's Rights Limitations") heretofore or hereafter enacted and the application of equitable principles.

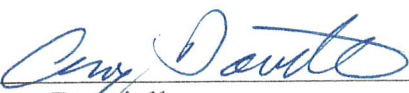
6. To the best of my knowledge, after such investigation as I have deemed appropriate, the authorization, execution and delivery of the Contract by the Recipient, the observation and performance by the Recipient of its duties, covenants, obligations and agreements thereunder and the consummation of the transactions contemplated therein and the undertaking and completion of Project, do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or governmental or administrative agency, authority or person having jurisdiction over the Recipient or its property or assets or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond ordinance, resolution, trust agreement, indenture, mortgage, deed of trust or other agreement to which the Recipient is a party or by which it, the Project, or its property or assets is bound.

7. To the best of my knowledge, after such investigation as I have deemed appropriate, all approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of the Recipient in connection with the authorization, execution, delivery and performance of the Contract and the undertaking and completion of the Project have been obtained or made.

8. To the best of my knowledge, after such investigation as I have deemed appropriate, there is no litigation or other proceeding pending or threatened in any court or other tribunal of competent jurisdiction (either State or Federal) questioning the creation, organization or existence of the Recipient or of the validity, legality or enforceability of the Contract or the undertaking or completion of the Project.

This opinion is rendered on the basis of the laws of the State of Oregon, including the Act, as enacted and construed on the date hereof. I express no opinion as to any matter not set forth in the numbered paragraphs herein.

Very truly yours,



Gary Darnielle
Lowell City Attorney

AGENDA ITEM SUMMARY

TO: Mayor Bennett and Council
FROM: Marsha Miller, Interim City Administrator
DATE: November 17, 2020
SUBJECT: Change Order #5 for Downtown Paving and Utility Improvements Project

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

SUMMARY:

The City received a change order from Wildish Construction for additional work that was not anticipated on the Main Street and Lakeview construction project. Change Order #5 covers additional repair work required for work on a manhole, repair of a storm drainage line and additional asphalt and aggregate materials. The Council discussed this at the November 3, 2020 Work Session.

FISCAL IMPACT:

Change Order #5 is for \$6,995.65

COURSES OF ACTION:

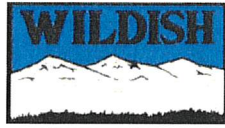
1. Motion to approve Change Order #5 from Wildish Construction for \$6,995.65
2. No action

RECOMMENDATION:

Motion to approve Change Order #5 for Wildish Construction for \$6,995.65

ATTACHMENTS:

1. Change Order #5 from Wildish Construction



DATE: 10.26.20

Wildish CO#: 5

TO: City of Lowell (Civil West)

RE: Change Request #6 Manhole Demo, Additional Road Base, & Additional Paving Cost on Main St.

FROM: Wildish Construction Co., CCB #00695

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>\$/Unit</u>	<u>Total</u>
	Demo manhole in place and repair storm drain line on Lakeview Labor	1	LS	\$ 1,046.42	\$ 1,046.42
	Demo manhole in place and repair storm drain line on Lakeview Equipment	1	LS	\$ 800.40	\$ 800.40
	Demo manhole in place and repair storm drain line on Lakeview Material	1	LS	\$ 153.50	\$ 153.50
	<u>Adjustment</u>	<u>1</u>	<u>LS</u>	<u>\$ (0.32)</u>	<u>\$ (0.32)</u>
1	Demo manhole in place and repair storm drain line on Lakeview Subtotal	1	LS	\$ 2,000.00	\$ 2,000.00
2	Over excavation and additional 3/4" aggregate base place in roadway on Lakeview Street.	17	TN	\$ 72.83	\$ 1,238.10
3	Additional Asphalt for Deep Patches Cost Adder for 35.65% Item Over Run Main Street.	48.61	TN	\$ 77.30	\$ 3,757.55
Total					\$ 6,995.65

Clarifications:

1 Demo manhole in place that is in the middle of the proposed sidewalk grade. Proposal includes removal of the manhole top and repairing of 8" storm line, backfill of manhole with 3/4" aggregate base to sidewalk subgrade.

2 During the excavation of roadway on Lakeview street there were soft spots identified in the subgrade. Wildish met with Max onsite and determined that there should be over excavation in these areas to increase the rock section to avoid soft spots in the roadway. 460TN included in original budget from the 1,380SY of roadway deep patching for roadway base rock. Actual rock placed 648TN with an increase of 122TN of rock throughout roadway in soft areas of over excavation over the actual roadway square yardage of 1,640.

3 Price per ton is for additional cost for the deep patch over run paving work of 35.65% of bid item. This cost includes additional cost per TN for added tonnage from bid quantity for the deep patching areas as the tonnage rate is a blended production rate for cold plane paving and deep patch paving in the contract. Bid quantity based on deep patch area included 130TN of asphalt actual deep patching areas included 178.61 TN of deep patching. The additional \$67.30/tn is the difference from the blended rate for asphalt patching as there are production inefficiencies with deep patching vs. cold plane paving. This additional cost covers the production losses in the additional deep patch areas that were added to the project scope.

If you have any questions in considering this quote, please call. 541-520-4939

Thank You,

Justin Besotes

Justin Besotes

Main Street Paving Tags

Deep Patching Tonnage:

10.1.20
159.61TN

10.14.20
19TN

Total 178.61TN of deep patching

Deep Patching areas added due to E. Roadway Failure 10.14.20:

81'x8' = 648SF @ 2" = 8TN
111'x8' = 888SF @ 2" = 11TN

Total: 19TN

Wildish Sand & Gravel **656987**

3600 Wildish Lane
Eugene, Oregon 97408
541-485-1700
Location: 2

10/1/2020
11:52:41AM
Driver: BRIAN
Customer: 70840 Wildish Construction Co
Order: 3621
Main St & Lakeview St Pavement & Ut

P.O.: 92311 92311 - LEVEL 2, 1/2" DENSE
Product: L2122964; WildL2,1/2"Dv20
Mix: 500001- 0-
Phase Code:

Pounds	Tons	Metric
Gross 105740	52.87	47.96
Tare 41180	20.59	18.68
Net 64560	32.28	29.28

Ordered 0.00
Received 733.75
Remaining -733.75
Today: 159.61 Loads: 5
Weighmaster: Scott Stinson

Carrier: 70830 Wildish Equipment Pool
Vehicle: 375T Wildish Equipment Pool
Received:

REPRINT

Wildish Sand & Gravel **657578**

3600 Wildish Lane
Eugene, Oregon 97408
541-485-1700
Location: 2

10/14/2020
4:17:01PM
Driver: WAYNERUSSELL
Customer: 70840 Wildish Construction Co
Order: 3621
Main St & Lakeview St Pavement & Ut

P.O.: 92311 92311 - LEVEL 2, 1/2" DENSE
Product: L2122964; WildL2,1/2"Dv20
Mix: 500001- 0-
Phase Code:

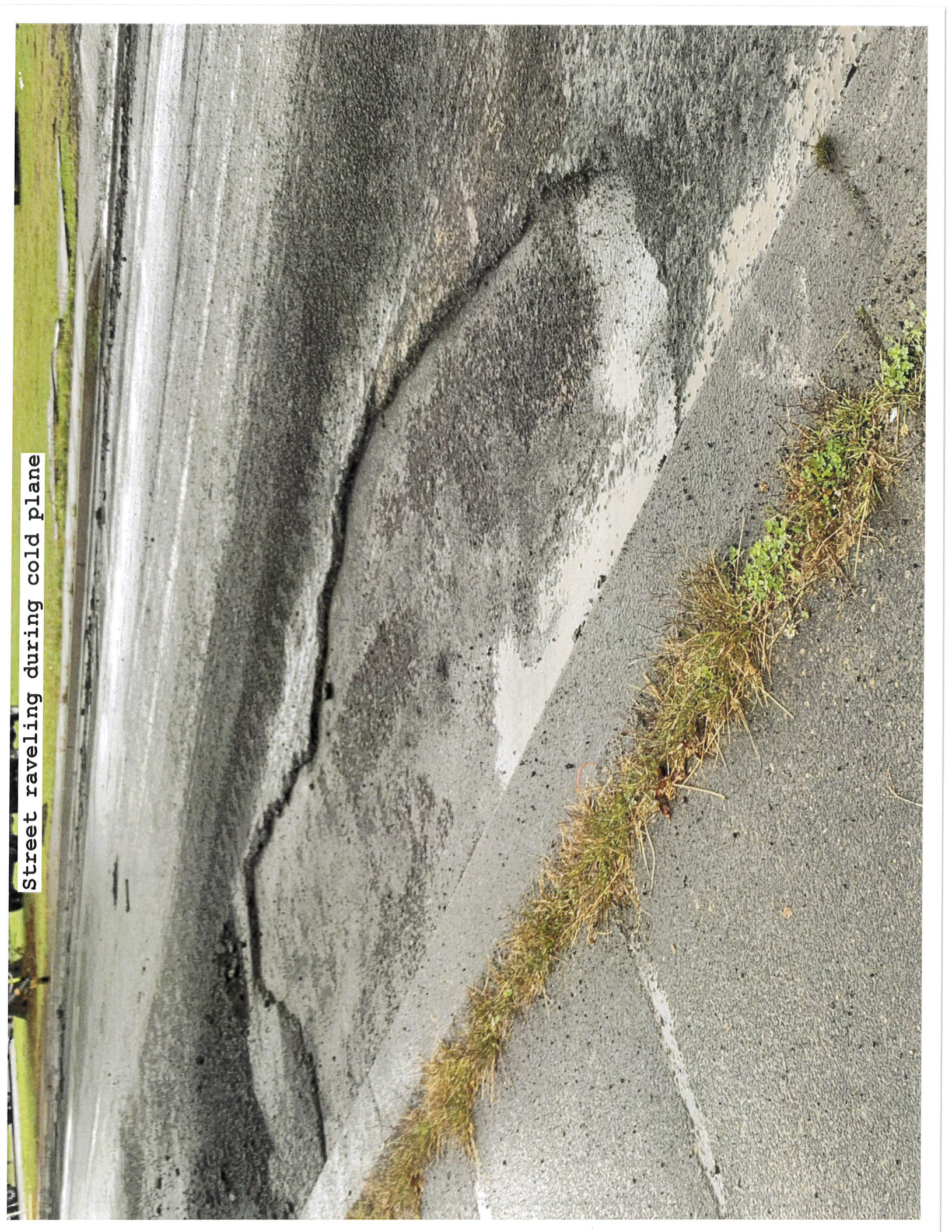
Pounds	Tons	Metric
Gross 105300	52.65	47.76
Tare 40760	20.38	18.49
Net 64540	32.27	29.27

Ordered 0.00
Received 733.75
Remaining -733.75
Today: 318.33 Loads: 13
Weighmaster: Scott Stinson

Carrier: 70830 Wildish Equipment Pool
Vehicle: 379T Wildish Equipment Pool
Received:

REPRINT

Street raveling during cold plane



AGENDA ITEM SUMMARY

TO:	Mayor Bennett and Council	<input type="checkbox"/> DISCUSSION
FROM:	Marsha Miller, Interim City Administrator	<input type="checkbox"/> ACTION
DATE:	November 17, 2020	<input checked="" type="checkbox"/> RESOLUTION
SUBJECT:	Resolution 756 – Extending the Utility Assistance Program	<input type="checkbox"/> ORDINANCE
		<input type="checkbox"/> PROCLAMATION
		<input type="checkbox"/> REPORT

SUMMARY:

The City Council adopted Resolution 746 in June 2020 that established a Utility Assistance Program. The program provides a 25% reduction in base water and sewer fees for customers having a household income less than 60% of the statewide median income. A public hearing was held on June 23, 2020. The program was established as a pilot program and is scheduled to end on December 31, 2020. This item is being brought to Council to consider continuing the program for another period of time.

FISCAL IMPACT:

The City has only had a few participants take advantage of the program to date. The financial impact was estimated to be about \$3,968 if there were about 30 participants. The fiscal impact has been under \$500 to date.

COURSES OF ACTION:

1. Motion to approve Resolution 756, as written.
2. Motion to approve Resolution 756, as amended.
3. No action

RECOMMENDATION:

Motion to approve Resolution 756, as written

ATTACHMENTS:

1. Resolution 756 – Extending the Utility Assistance Program
2. Resolution 746

CITY OF LOWELL, OREGON

RESOLUTION 756

A RESOLUTION EXTENDING THE EFFECTIVE DATES OF RESOLUTION 746

WHEREAS, the Lowell City Council adopted Resolution 746 on June 23, 2020; and

WHEREAS, Resolution 746 established a Utility Assistance Program providing a 25% reduction in base water and sanitary sewer fees if the customer meets eligibility criteria:

1. Customer maintains both water and sanitary sewer service.
2. Customer has a household income less than 60% of the statewide median income as established by the Oregon Low Income Energy Assistance Program (LIHEAP)
3. Customer can document household income by their most recent state and federal tax return, form SSA 1099, or other approved letter from a state or federal agency qualifying them for such programs that are based on income.

WHEREAS, the Lowell City Council has determined that Utility Assistance Program has benefited several members of the community, has had a nominal fiscal impact, and the extension of this program will continue to benefit the community.

BE IT RESOLVED that City of Lowell approve Resolution 756, extending the effective dates of Resolution 746.

BE IT FURTHER RESOLVED that this resolution shall take effect December 31, 2020 and remain in effect through June 30, 2021.

Adopted by the City Council of Lowell this 17th day of November 2020.

Yea: _____

Nay: _____

Approved: _____
Don Bennett, Mayor

Attest: _____
Marsha Miller, Interim City Administrator

UTILITY ASSISTANCE PILOT PROGRAM APPLICATION

Effective July 1, 2020 through December 31, 2020

Proof of income must accompany this form for processing

I (we) hereby request City of Lowell to reduce the Water and Sewer utility base fee based on the following information.

APPLICANT'S NAME: _____

CO-APPLICANT'S NAME: _____

PHONE: _____ SSN (last 4 digits): _____

SERVICE ADDRESS: _____

(The property receiving service for which the reduction is sought must be applicant's principal residence.)

MAILING ADDRESS: _____

Other persons occupying the residence:

NAME

RELATIONSHIP

<u>NAME</u>	<u>RELATIONSHIP</u>
_____	_____
_____	_____
_____	_____

In order to qualify, the maximum combined annual income for all persons residing at the residence must be at or below the income for the size of household as listed on the back of this form. You must provide proof of your household monthly income, and hereby consent to provide all information deemed necessary to make such determination. The applicant must submit a copy of their most recent state and federal tax returns or Form SSA 1099 or other approval letter from a state or federal agency qualifying them for such programs that are based on income.

If this application is approved, it shall become effective for the next billing period (no retroactive adjustments) and will be in effect through December 31, 2020.

UNDER PENALTIES OF FALSE SWEARING, I/WE, THE UNDERSIGNED, STATE THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT. I/WE FURTHER AGREE TO IMMEDIATELY NOTIFY THE CITY OF ANY CHANGE IN THE ABOVE INFORMATION. BY SIGNING THIS FORM, I/WE AUTHORIZE THE RELEASE OF INFORMATION TO THE CITY OF LOWELL FOR PURPOSES OF VERIFYING ELIGIBILITY.

Applicant's Signature

Date

Co-Applicant's Signature

Date:

**RETURN TO: City of Lowell, Attn: Joyce Donnell
P.O. Box 490, Lowell, OR 97452
Phone: 541-937-2157**

FOR CITY OF LOWELL USE ONLY

Date & Approval By: _____ Entered By: _____ Date Entered _____ Act#: _____

Income Guidelines – 2020/21
60% of Median Income (Oregon Statewide Average)

Size of Family Unit	Annual Income 60% of Median
1	\$25,983
2	\$33,978
3	\$41,973
4	\$49,967
5	\$57,962
6	\$65,957
7	\$67,456
8	\$68,955
each additional member	\$1,499

How the Discount Works:

Once approved by the City of Lowell, staff will process your application and you should see a 25% reduction in your water and sewer base charges on the next billing cycle. Forms turned in after the 15th of the month will be processed the following month. If you are renting, the reduced rates should be reflected on the bill from your rental company. If not, please contact them.

I have read and understand the process as explained above _____

Initial here

CITY OF LOWELL, OREGON

RESOLUTION 746

A RESOLUTION ESTABLISHING A UTILITY ASSISTANCE PILOT PROGRAM FOR ALL CUSTOMERS RECEIVING RESIDENTIAL WATER AND SEWER SERVICE FROM THE CITY OF LOWELL THAT MEET AND DOCUMENT ELIGIBLE HOUSEHOLD INCOME CRITERIA

WHEREAS, the Budget Committee discussed the need for providing utility rate relief at their meeting on April 29, 2020; and

WHEREAS, the Lowell City Council discussed and reviewed options to address a utility rate relief program for low-income residents at work sessions on May 19, 2020 and June 2, 2020; and

WHEREAS, a public hearing was held on June 23, 2020 to solicit input from residents on the draft program; now therefore

BE IT RESOLVED that the Lowell City Council establishes a Utility Assistance Pilot Program providing for a 25% reduction in base water and sanitary sewer fees if the customer meets the following eligibility criteria:


1. Customer maintains both water and sanitary sewer service.
2. Customer has a household income less than 60% of the statewide median income as established by the Oregon Low Income Energy Assistance Program (LIHEAP).
3. Customer can document household income by their most recent state and federal tax return, Form SSA 1099, or other approval letter from a state or federal agency qualifying them for such programs that are based on income.

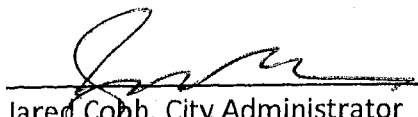
BE IT FURTHER RESOLVED that this resolution shall take effect July 1, 2020 and remain in effect through December 31, 2020.

Adopted by the City Council of the City of Lowell this 23rd day of June 2020.

Yea: 5

Nay: 0

Approved: 
Don Bennett, Mayor

Attest: 
Jared Cobb, City Administrator