

Lowell City Council
Regular Meeting Agenda
Tuesday April 20, 2021, at 7 P.M.
Maggie Osgood Library
70 N. Pioneer Street

This meeting will be held electronically through Zoom. 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: jcaudle@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.

- Approval of the Minutes for the City Council Regular Meeting for March 16, 2021
- Approval of the minutes for the City Council Work Session and Executive Session for April 6, 2021
- Financial Report for February 2021
- Check Register for March 2021

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
- Public Works Report
- Police Report

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.

Old Business:

New Business:

1. Motion to approve community grant program application from Pine Needlers Quilt Group in the amount of \$1,500 for the 17th Annual Pine Needlers' Quilt Show.
2. Motion to approve community grant program application from the Lowell Summer Recreation and Fitness Program in the amount of \$2,000.
3. Review liquor license renewal notification from the Oregon Liquor Control Commission for Armandos 3 located at 243 N. Moss Street.
4. Motion for first reading approval of ordinance #303, "An Ordinance Granting Douglas Services, Inc., Locally Known As Douglas Fast Net (Dfn), A Non-Exclusive Franchise For The Construction, Operation, And Maintenance Of A Fiber Optics Telecommunications System."
5. Motion to approval resolution #760, "A resolution adopting a 'cross-connection and backflow opt-in/opt-out program.'"
6. Motion to approve a "Water Treatment Plant Tracer Study" with Civil West Engineering in the amount of \$9,003 and to authorize the City Administrator to sign and accept the scope of services.
7. Motion to authorize the City Administrator to purchase a digester blower for an amount not to exceed \$6,000.

Other Business:

Mayor Comments

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

Adjourn

City of Lowell, Oregon
Minutes of the City Council Regular Session
March 16, 2021

The Regular Session was called to order at 7:05 PM by Mayor Bennett.

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

Staff Present: CA Jeremy Caudle, Public Works Director Max Baker

Consent Agenda: Councilor Stratis moved to approve the Consent Agenda as presented, second by Councilor Myers. PASS 5:0

Public Comments: None

Council Comments: None

City Administrator Report: CA Caudle presented report which included an update on the Library renovation project, Planning Commission meeting, BBJ Committee meeting and contact with other agencies. Report on the American Rescue Plan that was signed into law. Councilor Harris suggested having a Garage Sale Day on BBJ weekend in July for an additional community event.

Public Works Report: Public Works Director Max Baker presented his report on the increase of theft and vandalism in the city and the temporary parking lot for Lowell School District constructed in Rolling Rock Park.

Police Report: February report provided in packet.

Old Business: None

New Business:

- **Motion to approve “Modification of Condition of Approval #5” and “Review of Condition of Approval #21” for Land Use File #2019-06 for the Crestview Estates Subdivision owned by McDougal Bros. Investments – Henry Hearly City Planner with LCOG, presented item. Ron Derrick with Branch Engineering presented Geotech Report, no issues found. Tony Favreau requested modification of approval to allow sidewalks to be done at time of site completion to prevent possible damage occurring during construction. Mayor Bennett moved to approve Modification of Condition of Approval #5 and Review of Condition of Approval #21 for Land Use File #2019-06 for the Crestview Estates Subdivision owned by McDougal Bros. Investments, second by Councilor Harris. PASS 5:0**
- **Motion to authorize the City Administrator to make a purchase of \$26,923 for 100 quantity flowIQ2250 water meters from Correct Equipment – CA Caudle presented item. Councilor Stratis moved to approve the City Administrator to make a purchase of not to exceed \$27,500 for 100 quantity flowIQ2250 water meters from Correct Equipment including shipment, second by Councilor Myers. PASS 5:0**
- **Motion to authorize the City Administrator to solicit requests for proposals for architectural services for the Maggie Osgood Library renovation project - CA presented draft for proposal. Councilor Harris moved to authorize the City Administrator to solicit**

requests for proposals for architectural services for the Maggie Osgood Library renovation project, second by Councilor Dragt. PASS 5:0

Other Business: None

Mayor Comments: Provided a report from Lane ACT meeting.

Council Comments – Councilor Stratis would like to continue to work on the community decorations.

Adjourn: 7:44 PM

Approved: _____
Don Bennett, Mayor

Date

Attest: _____
Jeremy Caudle, City Recorder

Date

City of Lowell, Oregon
Minutes of the City Council Work Session & Executive Session
Tuesday, April 6, 2021
Maggie Osgood Library

The Work Session was called to order at 7:05 PM by Mayor Bennett

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

Staff Present: Interim CA Jeremy Caudle, Max Baker - Public Works Director

Work Session Topic:

- **Presentation and update from Andy Vobora, VP of Stakeholder Relations with Travel Lane County** – CA Caudle introduced Andy Vobora who presented a slide show update on the organization.
- **Presentation and update from Becky Taylor, Senior Transportation with Lane County Public Works, regarding the Safe Routes to School project** – CA Caudle introduced Becky Taylor who presented a power point presentation on the proposed project for summer of 2022.
- **Review proposed Ordinance 303, “An ordinance granting Douglas Services, Inc., locally known as Douglas Fast Net (DFET), a non-exclusive franchise for the construction, operations, and maintenance of a fiber optics telecommunications system.”** - CA Caudle presented item. Council questions were answered by a representative of Douglas Fast Net.
- **Review scope of services from City Engineer on water treatment plant tracer study** – Max Baker, Public Works Director presented information and request for project proposal.
- **Presentation from Public Works Director Max Baker on department updates, including digester blower purchase, green waste drop-off program, and back flow inspections opt in/ opt out program** – Max Baker, Public Works Director presented information and answered questions of the council.

Adjourn: 8:35 PM

The Executive Session was called to order at 8:37 PM by Mayor Bennett

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

Staff Present: CA Jeremy Caudle, Max Baker - Public Works Director

Guest: Shawn Watson

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

Adjourn: 9:09 PM

Approved: _____
Don Bennett, Mayor

Date

Attest: _____
Jeremy Caudle, City Recorder

Date

CITY OF LOWELL
 COMBINED CASH INVESTMENT
 FEBRUARY 28, 2021

COMBINED CASH ACCOUNTS

999-1111	CASH IN BANK - CHECKING	690,177.25
999-1115	CASH IN BANK - LGIP	713,173.67
		1,403,350.92
	TOTAL COMBINED CASH	1,403,350.92
999-1110	CASH ALLOCATED TO FUNDS	(1,403,350.92)
		.00
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

110	ALLOCATION TO GENERAL FUND	308,195.79
220	ALLOCATION TO BUILDING FUND	29,804.22
230	ALLOCATION TO WATER FUND	140,934.53
240	ALLOCATION TO SEWER FUND	174,018.89
312	ALLOCATION TO STREET FUND	59,245.62
314	ALLOCATION TO BLACKBERRY JAM FUND	12,214.22
410	ALLOCATION TO PARKS SDC FUND	57,600.74
412	ALLOCATION TO STREETS SDC FUND	49,353.32
430	ALLOCATION TO WATER SDC FUND	324,794.45
440	ALLOCATION TO SEWER SDC FUND	144,822.63
445	ALLOCATION TO STORMWATER SDC FUND	47,226.06
520	ALLOCATION TO WATER RESERVE FUND	39,391.18
521	ALLOCATION TO SEWER RESERVE FUND	15,749.27
		1,403,350.92
	TOTAL ALLOCATIONS TO OTHER FUNDS	1,403,350.92
	ALLOCATION FROM COMBINED CASH FUND - 999-1110	(1,403,350.92)
		.00
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

CITY OF LOWELL
BALANCE SHEET
FEBRUARY 28, 2021

GENERAL FUND

ASSETS

110-1110	ALLOCATED CASH	242,874.20	
110-1115	CASH IN BANK - LGIP	65,321.59	
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		3,253,558.96

LIABILITIES AND EQUITY

LIABILITIES

110-2205	WAGES PAYABLE	2,055.03	
110-2210	PAYROLL TAXES PAYABLE	929.20	
110-2245	HEALTH INSURANCE PAYABLE	802.31	
110-2250	RETIREMENT PAYABLE	340.83	
110-2255	DEFERRED COMP PAYABLE	30.00	
110-2515	CET TAX COLLECTED	1,467.84	
110-2750	LONG TERM DEBT	820,882.22	
	TOTAL LIABILITIES		826,507.43

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	30,707.20	
	BALANCE - CURRENT DATE	30,707.20	
	TOTAL FUND EQUITY		2,427,051.53
	TOTAL LIABILITIES AND EQUITY		3,253,558.96

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
110-310-4112	PROPERTY TAXES - CURRENT	928.14	145,045.48	147,051.00	2,005.52 98.6
110-310-4114	PROPERTY TAXES - PRIOR	135.92	2,018.85	3,223.00	1,204.15 62.6
	TOTAL TAXES	1,064.06	147,064.33	150,274.00	3,209.67 97.9
<u>INVESTMENT EARNINGS</u>					
110-315-4125	INTEREST EARNED	75.14	1,032.93	5,826.00	4,793.07 17.7
	TOTAL INVESTMENT EARNINGS	75.14	1,032.93	5,826.00	4,793.07 17.7
<u>INTERGOVERNMENTAL</u>					
110-320-4132	STATE REVENUE SHARING	3,400.39	9,018.84	10,917.00	1,898.16 82.6
110-320-4134	CIGARETTE TAX	2,693.48	3,406.98	1,341.00 (2,065.98) 254.1
110-320-4136	LIQUOR TAX	.00	12,293.07	20,292.00	7,998.93 60.6
110-320-4148	MARIJUANA TAX DISTRIBUTION	.00	4,605.01	4,386.00 (219.01) 105.0
	TOTAL INTERGOVERNMENTAL	6,093.87	29,323.90	36,936.00	7,612.10 79.4
<u>GRANT REVENUES</u>					
110-325-4151	GENERAL GOVT - OPERATING GRANT	.00	34,143.30	264,243.00	230,099.70 12.9
110-325-4152	TOURISM - OPERATING GRANT	.00	10,274.00	7,603.00 (2,671.00) 135.1
110-325-4154	SUMMER READING - OPER GRANT	.00	.00	1,000.00	1,000.00 .0
110-325-4155	LIBRARY - CAPITAL GRANT	.00	.00	200,000.00	200,000.00 .0
110-325-4158	COMM DEV - OPERATING GRANT	.00	.00	1,000.00	1,000.00 .0
	TOTAL GRANT REVENUES	.00	44,417.30	473,846.00	429,428.70 9.4
<u>FRANCHISE FEES</u>					
110-330-4310	CABLE FRANCHISE FEES	1,717.43	4,901.99	5,938.00	1,036.01 82.6
110-330-4312	ELECTRIC FRANCHISE FEES	24,420.09	51,266.23	49,048.00 (2,218.23) 104.5
110-330-4314	GARBAGE FRANCHISE FEES	.00	.00	4,000.00	4,000.00 .0
110-330-4316	TELECOM FRANCHISE FEES	1,412.01	1,412.01	1,650.00	237.99 85.6
110-330-4318	WATER FRANCHISE FEES	.00	.00	17,776.00	17,776.00 .0
110-330-4320	SEWER FRANCHISE FEES	.00	.00	19,344.00	19,344.00 .0
	TOTAL FRANCHISE FEES	27,549.53	57,580.23	97,756.00	40,175.77 58.9

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LICENSES & PERMITS</u>					
110-335-4352	292.00	292.00	15,000.00	14,708.00	2.0
110-335-4354	.00	220.00	275.00	55.00	80.0
110-335-4360	.00	412.00	876.00	464.00	47.0
TOTAL LICENSES & PERMITS	292.00	924.00	16,151.00	15,227.00	5.7
<u>CHARGES FOR SERVICE</u>					
110-340-4410	138.45	632.35	1,030.00	397.65	61.4
110-340-4413	.00	.00	1,250.00	1,250.00	.0
110-340-4415	.00	.00	250.00	250.00	.0
110-340-4417	30.00	360.00	515.00	155.00	69.9
110-340-4419	.00	100.00	50.00	(50.00)	200.0
110-340-4421	.00	995.31	4,005.00	3,009.69	24.9
110-340-4423	.00	95.25	125.00	29.75	76.2
TOTAL CHARGES FOR SERVICE	168.45	2,182.91	7,225.00	5,042.09	30.2
<u>SDC REVENUE</u>					
110-345-4511	.00	141.00	735.00	594.00	19.2
TOTAL SDC REVENUE	.00	141.00	735.00	594.00	19.2
<u>FINES & FORFEITURES</u>					
110-350-4625	81.70	3,145.84	2,500.00	(645.84)	125.8
TOTAL FINES & FORFEITURES	81.70	3,145.84	2,500.00	(645.84)	125.8
<u>LOAN PAYMENTS & PROCEEDS</u>					
110-360-4225	.00	307,977.50	568,743.00	260,765.50	54.2
TOTAL LOAN PAYMENTS & PROCEEDS	.00	307,977.50	568,743.00	260,765.50	54.2
<u>OTHER REVENUE</u>					
110-370-4825	.00	.00	1,000.00	1,000.00	.0
110-370-4849	.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 8 MONTHS ENDING FEBRUARY 28, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FUNDRAISING & EVENT REVENUE</u>					
110-380-4865 LIBRARY CAPITAL CAMPAIGN	.00	12,340.65	10,000.00	(2,340.65)	123.4
TOTAL FUNDRAISING & EVENT REVENUE	.00	12,340.65	10,000.00	(2,340.65)	123.4
<u>MISCELLANEOUS REVENUE</u>					
110-385-4893 RENTAL REVENUE	.00	6,000.00	.00	(6,000.00)	.0
110-385-4895 MISCELLANEOUS REVENUE	55.16	1,044.04	2,250.00	1,205.96	46.4
TOTAL MISCELLANEOUS REVENUE	55.16	7,044.04	2,250.00	(4,794.04)	313.1
<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	35,379.91	619,224.08	1,454,293.00	835,068.92	42.6

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
<u>PERSONAL SERVICES</u>					
110-410-5110	1,416.66	13,407.02	18,000.00	4,592.98	74.5
110-410-5114	462.50	3,930.24	5,550.00	1,619.76	70.8
110-410-5158	111.07	1,110.80	1,991.00	880.20	55.8
110-410-5220	.00	30.02	80.00	49.98	37.5
110-410-5315	152.26	1,413.63	1,960.00	546.37	72.1
110-410-5320	.58	734.54	455.00	(279.54)	161.4
110-410-5350	.00	.00	1,750.00	1,750.00	.0
110-410-5410	266.22	1,735.91	3,646.00	1,910.09	47.6
110-410-5450	(49.49)	2,831.29	4,417.00	1,585.71	64.1
TOTAL PERSONAL SERVICES	2,359.80	25,193.45	37,849.00	12,655.55	66.6
<u>MATERIALS & SERVICES</u>					
110-410-6110	.00	5,436.00	3,919.00	(1,517.00)	138.7
110-410-6112	1,157.56	1,381.58	2,500.00	1,118.42	55.3
110-410-6114	342.50	2,529.50	5,215.00	2,685.50	48.5
110-410-6122	361.99	6,777.11	6,304.00	(473.11)	107.5
110-410-6124	147.98	1,183.84	2,250.00	1,066.16	52.6
110-410-6128	6,233.87	12,174.07	12,500.00	325.93	97.4
110-410-6210	.00	1,440.25	6,426.00	4,985.75	22.4
110-410-6220	.00	2,051.31	2,600.00	548.69	78.9
110-410-6222	.00	.00	1,200.00	1,200.00	.0
110-410-6226	.00	305.70	725.00	419.30	42.2
110-410-6228	.00	.00	1,000.00	1,000.00	.0
110-410-6230	371.05	1,955.01	1,375.00	(580.01)	142.2
110-410-6234	114.95	734.92	1,000.00	265.08	73.5
110-410-6238	16.33	368.28	1,000.00	631.72	36.8
110-410-6240	.00	5,700.18	2,100.00	(3,600.18)	271.4
110-410-6290	.00	180.07	500.00	319.93	36.0
110-410-6320	.00	626.11	1,000.00	373.89	62.6
110-410-6324	.00	30.00	100.00	70.00	30.0
110-410-6334	.00	.00	2,000.00	2,000.00	.0
110-410-6420	46.32	1,397.54	1,325.00	(72.54)	105.5
110-410-6425	102.43	816.46	825.00	8.54	99.0
110-410-6430	385.15	1,979.60	2,100.00	120.40	94.3
110-410-6435	120.21	1,321.62	685.00	(636.62)	192.9
110-410-6440	245.73	1,474.94	1,875.00	400.06	78.7
110-410-6445	.00	.00	120.00	120.00	.0
110-410-6510	.00	106.73	2,000.00	1,893.27	5.3
110-410-6512	.00	548.87	650.00	101.13	84.4
110-410-6792	.00	33.76	.00	(33.76)	.0
TOTAL MATERIALS & SERVICES	9,646.07	50,553.45	63,294.00	12,740.55	79.9

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL ADMINISTRATION	12,005.87	75,746.90	101,143.00	25,396.10	74.9
<u>PARKS & RECREATION</u>					
<u>PERSONAL SERVICES</u>					
110-420-5110 CITY ADMINISTRATOR	354.16	3,351.75	4,500.00	1,148.25	74.5
110-420-5150 PUBLIC WORKS DIRECTOR	301.44	2,560.06	3,617.00	1,056.94	70.8
110-420-5152 UTILITY WORKER I	771.31	6,591.21	8,256.00	1,664.79	79.8
110-420-5156 TEMPORARY/SEASONAL	.00	.00	2,883.00	2,883.00	.0
110-420-5158 MAINTENANCE WORKER I	555.36	5,553.85	9,955.00	4,401.15	55.8
110-420-5220 OVERTIME	47.67	393.55	1,027.00	633.45	38.3
110-420-5315 SOCIAL SECURITY/MEDICARE	155.28	1,411.35	2,320.00	908.65	60.8
110-420-5320 WORKER'S COMP	.89	1,066.72	660.00	(406.72)	161.6
110-420-5350 UNEMPLOYMENT	.00	.00	2,000.00	2,000.00	.0
110-420-5410 HEALTH INSURANCE	300.39	2,998.76	7,770.00	4,771.24	38.6
110-420-5450 PUBLIC EMPLOYEES RETIREMENT	288.90	3,092.33	5,214.00	2,121.67	59.3
TOTAL PERSONAL SERVICES	2,775.40	27,019.58	48,202.00	21,182.42	56.1
<u>MATERIALS & SERVICES</u>					
110-420-6128 OTHER CONTRACT SERVICES	4,784.00	24,939.20	41,000.00	16,060.80	60.8
110-420-6210 INSURANCE & BONDS	.00	1,860.53	.00	(1,860.53)	.0
110-420-6234 GENERAL SUPPLIES	.00	1,090.75	2,000.00	909.25	54.5
110-420-6238 BANK SERVICE CHARGES	4.33	4.33	.00	(4.33)	.0
110-420-6290 MISCELLANEOUS	.00	23.97	500.00	476.03	4.8
110-420-6320 BUILDING REPAIR & MAINTENANCE	.00	639.95	2,500.00	1,860.05	25.6
110-420-6324 EQUIPMENT REPAIR & MAINTENANCE	.00	88.00	1,000.00	912.00	8.8
110-420-6328 PROPERTY MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
110-420-6330 OTHER REPAIR & MAINTENANCE	.00	45.87	2,000.00	1,954.13	2.3
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	55.90	480.74	3,500.00	3,019.26	13.7
110-420-6425 SEWER SERVICES	124.16	989.66	1,500.00	510.34	66.0
110-420-6430 ELECTRICITY SERVICES	275.94	2,128.58	675.00	(1,453.58)	315.4
110-420-6445 REFUSE SERVICES	.00	.00	365.00	365.00	.0
110-420-6710 GAS & OIL	52.65	987.45	1,500.00	512.55	65.8
TOTAL MATERIALS & SERVICES	5,296.98	33,279.03	61,040.00	27,760.97	54.5
<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

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL PARKS & RECREATION	8,072.38	60,298.61	664,228.00	603,929.39	9.1
<u>POLICE</u>					
<u>MATERIALS & SERVICES</u>					
110-430-6118 POLICE SERVICES	2,413.91	19,311.88	29,530.00	10,218.12	65.4
TOTAL MATERIALS & SERVICES	2,413.91	19,311.88	29,530.00	10,218.12	65.4
TOTAL POLICE	2,413.91	19,311.88	29,530.00	10,218.12	65.4
<u>COMMUNITY DEVELOPMENT</u>					
<u>PERSONAL SERVICES</u>					
110-440-5110 CITY ADMINISTRATOR	354.16	3,351.75	4,500.00	1,148.25	74.5
110-440-5114 CITY CLERK	.00	110.12	.00	(110.12)	.0
110-440-5315 SOCIAL SECURITY/MEDICARE	27.10	264.87	350.00	85.13	75.7
110-440-5320 WORKER'S COMP	.08	120.96	75.00	(45.96)	161.3
110-440-5350 UNEMPLOYMENT	.00	.00	250.00	250.00	.0
110-440-5410 HEALTH INSURANCE	32.43	132.97	495.00	362.03	26.9
110-440-5450 PUBLIC EMPLOYEES RETIREMENT	.00	508.25	795.00	286.75	63.9
TOTAL PERSONAL SERVICES	413.77	4,488.92	6,465.00	1,976.08	69.4
<u>MATERIALS & SERVICES</u>					
110-440-6116 ENGINEERING SERVICES	6,345.00	24,232.89	1,000.00	(23,232.89)	2423.3
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	100.00	175.00	75.00	57.1
110-440-6238 BANK SERVICE CHARGES	.25	.25	.00	(.25)	.0
110-440-6240 TRAVEL & TRAINING	.00	.00	500.00	500.00	.0
110-440-6290 MISCELLANEOUS	.00	.00	250.00	250.00	.0
110-440-6522 LAND USE & DEVELOPMENT COSTS	5,553.81	17,655.80	15,000.00	(2,655.80)	117.7
TOTAL MATERIALS & SERVICES	11,899.06	50,708.20	24,525.00	(26,183.20)	206.8

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
110-440-8225 BUILDINGS & FACILITIES	.00	311,144.28	310,000.00	(1,144.28)	100.4
TOTAL CAPITAL OUTLAY	.00	311,144.28	310,000.00	(1,144.28)	100.4
TOTAL COMMUNITY DEVELOPMENT	12,312.83	366,341.40	340,990.00	(25,351.40)	107.4
 <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	111.07	1,110.80	1,991.00	880.20	55.8
110-450-5315 SOCIAL SECURITY/MEDICARE	8.50	85.00	1,155.00	1,070.00	7.4
110-450-5320 WORKER'S COMP	.07	369.60	230.00	(139.60)	160.7
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	19.15	191.49	2,595.00	2,403.51	7.4
TOTAL PERSONAL SERVICES	138.79	1,756.89	20,778.00	19,021.11	8.5
 <u>MATERIALS & SERVICES</u>					
110-450-6122 IT SERVICES	.00	188.64	1,460.00	1,271.36	12.9
110-450-6128 OTHER CONTRACT SERVICES	.00	.00	500.00	500.00	.0
110-450-6226 POSTAGE	.00	20.00	50.00	30.00	40.0
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
110-450-6238 BANK SERVICE CHARGES	.54	.54	.00	(.54)	.0
110-450-6290 MISCELLANEOUS	.00	.00	250.00	250.00	.0
110-450-6320 BUILDING REPAIR & MAINTENANCE	.00	1,656.14	500.00	(1,156.14)	331.2
110-450-6420 WATER SERVICES	7.76	60.22	950.00	889.78	6.3
110-450-6425 SEWER SERVICES	15.52	123.71	750.00	626.29	16.5
110-450-6430 ELECTRICITY SERVICES	54.17	288.18	2,400.00	2,111.82	12.0
110-450-6435 INTERNET SERVICES	46.24	369.92	780.00	410.08	47.4
110-450-6440 TELEPHONE SERVICES	30.85	239.90	350.00	110.10	68.5
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	155.08	2,947.25	11,515.00	8,567.75	25.6

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<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	293.87	4,704.14	333,763.00	329,058.86	1.4
 <u>CODE ENFORCEMENT</u>					
<u>PERSONAL SERVICES</u>					
110-460-5110 CITY ADMINISTRATOR	354.16	3,351.75	4,500.00	1,148.25	74.5
110-460-5150 PUBLIC WORKS DIRECTOR	301.44	2,560.06	3,617.00	1,056.94	70.8
110-460-5220 OVERTIME	31.30	179.98	313.00	133.02	57.5
110-460-5315 SOCIAL SECURITY/MEDICARE	52.55	466.03	650.00	183.97	71.7
110-460-5320 WORKER'S COMP	.18	217.94	135.00	(82.94)	161.4
110-460-5350 UNEMPLOYMENT	.00	.00	500.00	500.00	.0
110-460-5410 HEALTH INSURANCE	100.15	798.46	1,355.00	556.54	58.9
110-460-5450 PUBLIC EMPLOYEES RETIREMENT	57.36	961.63	1,460.00	498.37	65.9
TOTAL PERSONAL SERVICES	897.14	8,535.85	12,530.00	3,994.15	68.1
 <u>MATERIALS & SERVICES</u>					
110-460-6128 OTHER CONTRACT SERVICES	.00	2,476.76	1,000.00	(1,476.76)	247.7
110-460-6234 GENERAL SUPPLIES	.00	.00	100.00	100.00	.0
110-460-6238 BANK SERVICE CHARGES	.52	.52	.00	(.52)	.0
110-460-6290 MISCELLANEOUS	.00	4.80	100.00	95.20	4.8
110-460-6445 REFUSE SERVICES	.00	.00	350.00	350.00	.0
TOTAL MATERIALS & SERVICES	.52	2,482.08	1,550.00	(932.08)	160.1
TOTAL CODE ENFORCEMENT	897.66	11,017.93	14,080.00	3,062.07	78.3

TOURISM

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
110-470-6128 OTHER CONTRACT SERVICES	.00	.00	1,000.00	1,000.00	.0
110-470-6224 MARKETING	.00	295.00	4,000.00	3,705.00	7.4
110-470-6226 POSTAGE	.00	20.00	100.00	80.00	20.0
110-470-6290 MISCELLANEOUS	.00	.00	250.00	250.00	.0
110-470-6326 COVERED BRIDGE MAINTENANCE	63.87	502.93	2,466.00	1,963.07	20.4
110-470-6527 COMMUNITY GRANT PROGRAM	.00	.00	3,000.00	3,000.00	.0
TOTAL MATERIALS & SERVICES	63.87	817.93	10,816.00	9,998.07	7.6
TOTAL TOURISM	63.87	817.93	10,816.00	9,998.07	7.6
<u>MUNICIPAL COURT</u>					
<u>PERSONAL SERVICES</u>					
110-480-5110 CITY ADMINISTRATOR	354.16	3,351.75	4,500.00	1,148.25	74.5
110-480-5114 CITY CLERK	231.26	1,965.20	2,775.00	809.80	70.8
110-480-5220 OVERTIME	.00	15.00	40.00	25.00	37.5
110-480-5315 SOCIAL SECURITY/MEDICARE	44.80	408.01	560.00	151.99	72.9
110-480-5320 WORKER'S COMP	.16	193.83	120.00	(73.83)	161.5
110-480-5350 UNEMPLOYMENT	.00	.00	500.00	500.00	.0
110-480-5410 HEALTH INSURANCE	100.67	803.13	1,236.00	432.87	65.0
110-480-5450 PUBLIC EMPLOYEES RETIREMENT	39.86	830.59	1,265.00	434.41	65.7
TOTAL PERSONAL SERVICES	770.91	7,567.51	10,996.00	3,428.49	68.8
<u>MATERIALS & SERVICES</u>					
110-480-6120 JUDGE CONTRACT	.00	750.00	1,250.00	500.00	60.0
110-480-6128 OTHER CONTRACT SERVICES	.00	712.54	1,000.00	287.46	71.3
110-480-6226 POSTAGE	.00	20.00	50.00	30.00	40.0
110-480-6238 BANK SERVICE CHARGES	.49	.49	200.00	199.51	.3
110-480-6560 STATE ASSESSMENTS	225.00	630.00	500.00	(130.00)	126.0
110-480-6565 COURT COLLECTION FEES	42.31	61.15	.00	(61.15)	.0
TOTAL MATERIALS & SERVICES	267.80	2,174.18	3,000.00	825.82	72.5
TOTAL MUNICIPAL COURT	1,038.71	9,741.69	13,996.00	4,254.31	69.6
<u>DEBT SERVICE</u>					

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<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	667.28	3,336.40	12,000.00	8,663.60 27.8
110-800-7511	LOAN INTEREST - LIBRARY/CITY	.00	.00	22,502.00	22,502.00 .0
	TOTAL DEBT SERVICES	667.28	3,336.40	58,348.00	55,011.60 5.7
	TOTAL DEBT SERVICE	667.28	3,336.40	58,348.00	55,011.60 5.7
<u>OTHER REQUIREMENTS</u>					
<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	37,766.38	588,516.88	1,663,908.00	1,075,391.12 35.4
	NET REVENUE OVER EXPENDITURES	(2,386.47)	30,707.20	(209,615.00)	(240,322.20) 14.7

CITY OF LOWELL
 BALANCE SHEET
 FEBRUARY 28, 2021

BUILDING FUND

ASSETS

220-1110	ALLOCATED CASH	29,804.22	
	TOTAL ASSETS		29,804.22

LIABILITIES AND EQUITY

LIABILITIES

220-2205	WAGES PAYABLE	88.67	
220-2210	PAYROLL TAXES PAYABLE	28.91	
220-2245	HEALTH INSURANCE PAYABLE	68.24	
220-2250	RETIREMENT PAYABLE	26.87	
	TOTAL LIABILITIES		212.69

FUND EQUITY

	REVENUE OVER EXPENDITURES - YTD	29,591.53	
	BALANCE - CURRENT DATE	29,591.53	
	TOTAL FUND EQUITY		29,591.53
	TOTAL LIABILITIES AND EQUITY		29,804.22

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

BUILDING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
220-315-4125 INTEREST EARNED	.72	6.14	150.00	143.86	4.1
TOTAL INVESTMENT EARNINGS	.72	6.14	150.00	143.86	4.1
<u>LICENSES & PERMITS</u>					
220-335-4356 BUILDING PERMIT FEES	168.00	10,191.31	57,160.00	46,968.69	17.8
220-335-4358 ELECTRICAL PERMIT FEES	364.00	1,878.24	9,472.00	7,593.76	19.8
TOTAL LICENSES & PERMITS	532.00	12,069.55	66,632.00	54,562.45	18.1
<u>MISCELLANEOUS REVENUE</u>					
220-385-4895 MISCELLANEOUS REVENUE	.00	19.19	100.00	80.81	19.2
TOTAL MISCELLANEOUS REVENUE	.00	19.19	100.00	80.81	19.2
<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	532.72	49,294.88	104,082.00	54,787.12	47.4

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

BUILDING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>PERSONAL SERVICES</u>					
220-490-5114	231.26	1,855.08	2,775.00	919.92	66.9
220-490-5220	.00	15.00	40.00	25.00	37.5
220-490-5315	17.70	143.14	215.00	71.86	66.6
220-490-5320	.08	80.87	50.00	(30.87)	161.7
220-490-5350	.00	.00	250.00	250.00	.0
220-490-5410	68.24	670.16	791.00	120.84	84.7
220-490-5450	39.86	322.34	525.00	202.66	61.4
TOTAL PERSONAL SERVICES	357.14	3,086.59	4,646.00	1,559.41	66.4
<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	1,611.94	12,283.90	45,470.00	33,186.10	27.0
220-490-6152	.00	1,543.50	8,803.00	7,259.50	17.5
220-490-6220	.00	.00	125.00	125.00	.0
220-490-6226	.00	20.00	75.00	55.00	26.7
220-490-6230	.00	.00	150.00	150.00	.0
220-490-6238	.25	.25	125.00	124.75	.2
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	3.11	24.09	175.00	150.91	13.8
220-490-6425	6.21	49.50	125.00	75.50	39.6
220-490-6430	21.67	115.28	225.00	109.72	51.2
220-490-6435	18.49	147.92	95.00	(52.92)	155.7
220-490-6440	16.47	126.51	225.00	98.49	56.2
220-490-6445	.00	.00	50.00	50.00	.0
220-490-6524	.00	1,640.40	11,432.00	9,791.60	14.4
220-490-6525	.00	393.25	1,894.00	1,500.75	20.8
TOTAL MATERIALS & SERVICES	1,678.14	16,616.76	73,769.00	57,152.24	22.5
TOTAL NON-DEPARTMENTAL	2,035.28	19,703.35	78,415.00	58,711.65	25.1

CAPITAL OUTLAY

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

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	2,035.28	19,703.35	104,082.00	84,378.65	18.9
	NET REVENUE OVER EXPENDITURES	(1,502.56)	29,591.53	.00	(29,591.53)	.0

CITY OF LOWELL
BALANCE SHEET
FEBRUARY 28, 2021

WATER FUND

ASSETS

230-1110	ALLOCATED CASH	140,605.61	
230-1115	CASH IN BANK - LGIP	328.92	
230-1510	ACCOUNTS RECEIVABLE	24,205.13	
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		2,401,855.93

LIABILITIES AND EQUITY

LIABILITIES

230-2205	WAGES PAYABLE	3,675.92	
230-2210	PAYROLL TAXES PAYABLE	1,558.54	
230-2245	HEALTH INSURANCE PAYABLE	2,153.65	
230-2250	RETIREMENT PAYABLE	986.42	
230-2255	DEFERRED COMP PAYABLE	127.50	
230-2520	UTILITY DEPOSITS	37,180.00	
230-2750	LONG TERM DEBT	904,008.61	
	TOTAL LIABILITIES		949,690.64

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	6,500.96	
	BALANCE - CURRENT DATE	6,500.96	
	TOTAL FUND EQUITY		1,452,165.29
	TOTAL LIABILITIES AND EQUITY		2,401,855.93

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
230-315-4125 INTEREST EARNED	3.38	352.34	2,200.00	1,847.66	16.0
TOTAL INVESTMENT EARNINGS	3.38	352.34	2,200.00	1,847.66	16.0
<u>GRANT REVENUES</u>					
230-325-4151 GRANT REVENUE	.00	817.03	90,000.00	89,182.97	.9
TOTAL GRANT REVENUES	.00	817.03	90,000.00	89,182.97	.9
<u>LICENSES & PERMITS</u>					
230-335-4370 WATER/SEWER CONNECTION PERMIT	.00	6,250.00	5,250.00	(1,000.00)	119.1
TOTAL LICENSES & PERMITS	.00	6,250.00	5,250.00	(1,000.00)	119.1
<u>CHARGES FOR SERVICE</u>					
230-340-4425 WATER/SEWER SALES	21,450.76	267,164.87	350,275.00	83,110.13	76.3
230-340-4426 BULK WATER SALES	.00	436.72	500.00	63.28	87.3
230-340-4430 WATER/SEWER CONNECTION FEES	.00	301.14	.00	(301.14)	.0
230-340-4435 FIRE HYDRANT FEE	343.56	3,118.62	4,750.00	1,631.38	65.7
230-340-4450 WATER/SEWER PENALTIES	162.50	1,617.74	3,012.00	1,394.26	53.7
TOTAL CHARGES FOR SERVICE	21,956.82	272,639.09	358,537.00	85,897.91	76.0
<u>SDC REVENUE</u>					
230-345-4531 WATER REIMBURSEMENT SDC	.00	2,235.00	11,175.00	8,940.00	20.0
TOTAL SDC REVENUE	.00	2,235.00	11,175.00	8,940.00	20.0
<u>LOAN PAYMENTS & PROCEEDS</u>					
230-360-4225 LOAN PROCEEDS	.00	185,358.28	250,000.00	64,641.72	74.1
TOTAL LOAN PAYMENTS & PROCEEDS	.00	185,358.28	250,000.00	64,641.72	74.1
<u>MISCELLANEOUS REVENUE</u>					
230-385-4895 MISCELLANEOUS REVENUE	.00	1,315.40	350.00	(965.40)	375.8
TOTAL MISCELLANEOUS REVENUE	.00	1,315.40	350.00	(965.40)	375.8

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

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	21,960.20	475,016.59	723,563.00	248,546.41	65.7

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>PERSONAL SERVICES</u>					
230-490-5110	1,947.92	18,434.72	24,750.00	6,315.28	74.5
230-490-5114	1,850.00	15,720.96	22,200.00	6,479.04	70.8
230-490-5150	2,562.22	21,760.35	30,747.00	8,986.65	70.8
230-490-5152	3,278.12	28,012.99	35,500.00	7,487.01	78.9
230-490-5156	.00	.00	577.00	577.00	.0
230-490-5158	166.60	1,666.16	2,987.00	1,320.84	55.8
230-490-5220	335.66	2,557.75	6,020.00	3,462.25	42.5
230-490-5315	775.75	6,743.72	9,360.00	2,616.28	72.1
230-490-5320	3.51	3,046.59	1,880.00	(1,166.59)	162.1
230-490-5350	.00	.00	8,500.00	8,500.00	.0
230-490-5410	2,150.87	21,848.78	29,750.00	7,901.22	73.4
230-490-5450	1,412.35	14,710.21	21,150.00	6,439.79	69.6
TOTAL PERSONAL SERVICES	14,483.00	134,502.23	193,421.00	58,918.77	69.5

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
230-490-6110	.00	5,436.00	4,419.00	(1,017.00)	123.0
230-490-6112	.00	.00	500.00	500.00	.0
230-490-6114	342.50	2,529.50	5,212.00	2,682.50	48.5
230-490-6116	.00	.00	40,000.00	40,000.00	.0
230-490-6122	347.00	3,263.60	6,304.00	3,040.40	51.8
230-490-6128	74.20	814.62	2,000.00	1,185.38	40.7
230-490-6210	.00	7,665.81	6,427.00	(1,238.81)	119.3
230-490-6220	450.00	766.77	1,000.00	233.23	76.7
230-490-6226	.00	760.00	2,100.00	1,340.00	36.2
230-490-6230	.00	535.61	1,500.00	964.39	35.7
230-490-6234	221.01	18,227.19	2,750.00	(15,477.19)	662.8
230-490-6238	271.55	2,068.78	3,850.00	1,781.22	53.7
230-490-6240	.00	257.00	1,500.00	1,243.00	17.1
230-490-6290	.00	158.34	1,500.00	1,341.66	10.6
230-490-6320	210.00	5,093.42	2,500.00	(2,593.42)	203.7
230-490-6324	2,463.25	8,553.63	1,500.00	(7,053.63)	570.2
230-490-6330	.00	11,467.23	15,000.00	3,532.77	76.5
230-490-6334	.00	.00	2,750.00	2,750.00	.0
230-490-6420	37.19	397.29	1,825.00	1,427.71	21.8
230-490-6425	62.08	494.83	775.00	280.17	63.9
230-490-6430	1,486.70	11,981.25	19,500.00	7,518.75	61.4
230-490-6435	70.00	560.00	875.00	315.00	64.0
230-490-6440	225.10	1,743.61	3,950.00	2,206.39	44.1
230-490-6445	41.50	332.62	275.00	(57.62)	121.0
230-490-6710	60.70	614.54	1,600.00	985.46	38.4
230-490-6712	.00	12.60	1,675.00	1,662.40	.8
230-490-6750	218.89	11,997.30	21,500.00	9,502.70	55.8
230-490-6755	151.20	1,533.40	3,375.00	1,841.60	45.4
230-490-6758	2,712.30	8,205.38	.00	(8,205.38)	.0
230-490-6760	.00	.00	17,776.00	17,776.00	.0
TOTAL MATERIALS & SERVICES	9,445.17	105,470.32	173,938.00	68,467.68	60.6
TOTAL NON-DEPARTMENTAL	23,928.17	239,972.55	367,359.00	127,386.45	65.3
<u>CAPITAL OUTLAY</u>					
<u>CAPITAL OUTLAY</u>					
230-700-8540	(225.00)	188,103.24	340,000.00	151,896.76	55.3
TOTAL CAPITAL OUTLAY	(225.00)	188,103.24	340,000.00	151,896.76	55.3
TOTAL CAPITAL OUTLAY	(225.00)	188,103.24	340,000.00	151,896.76	55.3

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICE</u>					
<u>DEBT SERVICES</u>					
230-800-7110	LOAN PRINCIPAL - S00006	.00	16,519.11	16,520.00	.89 100.0
230-800-7122	LOAN PRINCIPAL - J05001 SPWF	.00	4,485.83	4,486.00	.17 100.0
230-800-7124	LOAN PRINCIPAL - RD	.00	.00	16,540.00	16,540.00 .0
230-800-7510	LOAN INTEREST - S00006	.00	758.22	760.00	1.78 99.8
230-800-7522	LOAN INTEREST - J05001 SPWF	.00	2,936.68	2,937.00	.32 100.0
230-800-7524	LOAN INTEREST - RD	.00	.00	22,850.00	22,850.00 .0
TOTAL DEBT SERVICES		.00	24,699.84	64,093.00	39,393.16 38.5
TOTAL DEBT SERVICE		.00	24,699.84	64,093.00	39,393.16 38.5
<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		23,703.17	468,515.63	863,744.00	395,228.37 54.2
NET REVENUE OVER EXPENDITURES		(1,742.97)	6,500.96	(140,181.00)	(146,681.96) 4.6

CITY OF LOWELL
BALANCE SHEET
FEBRUARY 28, 2021

SEWER FUND

ASSETS

240-1110	ALLOCATED CASH	86,767.40	
240-1115	CASH IN BANK - LGIP	87,251.49	
240-1510	ACCOUNTS RECEIVABLE	33,262.11	
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		2,246,282.27

LIABILITIES AND EQUITY

LIABILITIES

240-2205	WAGES PAYABLE	3,676.14	
240-2210	PAYROLL TAXES PAYABLE	1,558.36	
240-2245	HEALTH INSURANCE PAYABLE	2,153.60	
240-2250	RETIREMENT PAYABLE	986.41	
240-2255	DEFERRED COMP PAYABLE	127.50	
240-2750	LONG TERM DEBT	576,682.87	
	TOTAL LIABILITIES		585,184.88

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	48,573.82	
	BALANCE - CURRENT DATE	48,573.82	
	TOTAL FUND EQUITY		1,661,097.39
	TOTAL LIABILITIES AND EQUITY		2,246,282.27

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
240-315-4125 INTEREST EARNED	52.06	539.74	2,150.00	1,610.26	25.1
TOTAL INVESTMENT EARNINGS	52.06	539.74	2,150.00	1,610.26	25.1
<u>GRANT REVENUES</u>					
240-325-4151 GRANT REVENUE	.00	24,363.51	.00	(24,363.51)	.0
TOTAL GRANT REVENUES	.00	24,363.51	.00	(24,363.51)	.0
<u>LICENSES & PERMITS</u>					
240-335-4370 WATER/SEWER CONNECTION PERMIT	.00	460.00	2,250.00	1,790.00	20.4
TOTAL LICENSES & PERMITS	.00	460.00	2,250.00	1,790.00	20.4
<u>CHARGES FOR SERVICE</u>					
240-340-4425 WATER/SEWER SALES	31,859.01	290,756.02	386,875.00	96,118.98	75.2
240-340-4430 WATER/SEWER CONNECTION FEES	.00	358.18	.00	(358.18)	.0
240-340-4450 WATER/SEWER PENALTIES	162.50	1,477.50	2,321.00	843.50	63.7
TOTAL CHARGES FOR SERVICE	32,021.51	292,591.70	389,196.00	96,604.30	75.2
<u>SDC REVENUE</u>					
240-345-4541 SEWER REIMBURSEMENT SDC	.00	2,472.00	9,270.00	6,798.00	26.7
TOTAL SDC REVENUE	.00	2,472.00	9,270.00	6,798.00	26.7
<u>MISCELLANEOUS REVENUE</u>					
240-385-4895 MISCELLANEOUS REVENUE	.00	1,411.95	350.00	(1,061.95)	403.4
TOTAL MISCELLANEOUS REVENUE	.00	1,411.95	350.00	(1,061.95)	403.4
<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	32,073.57	327,888.35	409,267.00	81,378.65	80.1

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>PERSONAL SERVICES</u>					
240-490-5110	CITY ADMINISTRATOR	1,947.96	18,434.69	24,750.00	6,315.31 74.5
240-490-5114	CITY CLERK	1,849.98	15,720.79	22,200.00	6,479.21 70.8
240-490-5150	PUBLIC WORKS DIRECTOR	2,562.22	21,760.34	30,747.00	8,986.66 70.8
240-490-5152	UTILITY WORKER I	3,278.07	28,012.64	35,500.00	7,487.36 78.9
240-490-5156	TEMPORARY/ SEASONAL	.00	.00	577.00	577.00 .0
240-490-5158	MAINTENANCE WORKER I	166.60	1,666.16	2,987.00	1,320.84 55.8
240-490-5220	OVERTIME	335.66	2,557.79	6,020.00	3,462.21 42.5
240-490-5315	SOCIAL SECURITY/MEDICARE	775.75	6,743.59	9,360.00	2,616.41 72.1
240-490-5320	WORKER'S COMP	3.51	3,046.62	1,880.00	(1,166.62) 162.1
240-490-5350	UNEMPLOYMENT	.00	.00	8,500.00	8,500.00 .0
240-490-5410	HEALTH INSURANCE	2,150.84	21,848.47	29,750.00	7,901.53 73.4
240-490-5450	PUBLIC EMPLOYEES RETIREMENT	1,412.40	14,710.40	21,150.00	6,439.60 69.6
	TOTAL PERSONAL SERVICES	14,482.99	134,501.49	193,421.00	58,919.51 69.5

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
240-490-6110	.00	5,436.00	4,419.00	(1,017.00)	123.0
240-490-6112	.00	.00	500.00	500.00	.0
240-490-6114	342.50	2,529.50	5,212.00	2,682.50	48.5
240-490-6116	.00	.00	40,000.00	40,000.00	.0
240-490-6122	347.00	3,263.60	6,304.00	3,040.40	51.8
240-490-6128	374.20	3,064.62	3,500.00	435.38	87.6
240-490-6210	.00	8,299.19	6,427.00	(1,872.19)	129.1
240-490-6220	50.00	291.77	600.00	308.23	48.6
240-490-6226	.00	760.00	2,100.00	1,340.00	36.2
240-490-6230	.00	303.41	500.00	196.59	60.7
240-490-6234	221.03	2,189.50	2,500.00	310.50	87.6
240-490-6238	271.55	2,068.72	3,850.00	1,781.28	53.7
240-490-6240	.00	100.00	1,500.00	1,400.00	6.7
240-490-6290	.00	122.25	500.00	377.75	24.5
240-490-6320	.00	3,270.54	1,750.00	(1,520.54)	186.9
240-490-6324	.00	1,998.93	5,000.00	3,001.07	40.0
240-490-6330	3,772.78	7,323.98	15,000.00	7,676.02	48.8
240-490-6334	.00	1,228.90	1,200.00	(28.90)	102.4
240-490-6420	1,001.63	16,687.74	21,250.00	4,562.26	78.5
240-490-6425	558.72	4,453.45	6,750.00	2,296.55	66.0
240-490-6430	2,681.20	18,579.02	19,889.00	1,309.98	93.4
240-490-6435	206.96	1,025.75	857.00	(168.75)	119.7
240-490-6440	280.11	1,831.19	1,825.00	(6.19)	100.3
240-490-6445	41.50	332.63	379.00	46.37	87.8
240-490-6520	.00	.00	3,193.00	3,193.00	.0
240-490-6710	27.94	193.80	1,450.00	1,256.20	13.4
240-490-6712	.00	12.60	.00	(12.60)	.0
240-490-6750	1,769.53	8,536.71	15,250.00	6,713.29	56.0
240-490-6755	1,279.80	7,290.00	10,575.00	3,285.00	68.9
240-490-6758	.00	2,900.24	.00	(2,900.24)	.0
240-490-6760	.00	.00	19,344.00	19,344.00	.0
TOTAL MATERIALS & SERVICES	13,226.45	104,094.04	201,624.00	97,529.96	51.6
TOTAL NON-DEPARTMENTAL	27,709.44	238,595.53	395,045.00	156,449.47	60.4

DEBT SERVICE

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICES</u>					
240-800-7110 LOAN PRINCIPAL	.00	18,466.00	18,466.00	.00	100.0
240-800-7122 LOAN PRINCIPAL - J05001 SPWF	.00	4,485.82	4,486.00	.18	100.0
240-800-7124 LOAN PRINCIPAL - RD	.00	.00	6,612.00	6,612.00	.0
240-800-7510 LOAN INTEREST	.00	8,910.51	8,911.00	.49	100.0
240-800-7522 LOAN INTEREST - J05001 SPWF	.00	2,936.67	2,937.00	.33	100.0
240-800-7524 LOAN INTEREST - RD	.00	.00	9,133.00	9,133.00	.0
TOTAL DEBT SERVICES	.00	34,799.00	50,545.00	15,746.00	68.9
TOTAL DEBT SERVICE	.00	34,799.00	50,545.00	15,746.00	68.9
<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	27,709.44	279,314.53	541,418.00	262,103.47	51.6
NET REVENUE OVER EXPENDITURES	4,364.13	48,573.82	(132,151.00)	(180,724.82)	36.8

CITY OF LOWELL
BALANCE SHEET
FEBRUARY 28, 2021

STREET FUND

ASSETS

312-1110	ALLOCATED CASH	58,603.23	
312-1115	CASH IN BANK - LGIP	642.39	
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		988,317.08

LIABILITIES AND EQUITY

LIABILITIES

312-2205	WAGES PAYABLE	384.50	
312-2210	PAYROLL TAXES PAYABLE	178.66	
312-2245	HEALTH INSURANCE PAYABLE	200.78	
312-2250	RETIREMENT PAYABLE	88.72	
312-2255	DEFERRED COMP PAYABLE	15.00	
	TOTAL LIABILITIES		867.66

FUND EQUITY

312-3100	BEGINNING FUND BALANCE	67,702.89	
312-3275	GASB - FIXED ASSETS	929,071.46	
	REVENUE OVER EXPENDITURES - YTD	(9,324.93)	
	BALANCE - CURRENT DATE	(9,324.93)	
	TOTAL FUND EQUITY		987,449.42
	TOTAL LIABILITIES AND EQUITY		988,317.08

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
312-315-4125 INTEREST EARNED	1.70	157.81	1,400.00	1,242.19	11.3
TOTAL INVESTMENT EARNINGS	1.70	157.81	1,400.00	1,242.19	11.3
<u>INTERGOVERNMENTAL</u>					
312-320-4142 STATE DISTRIBUTIONS	7,724.04	50,988.24	64,212.00	13,223.76	79.4
TOTAL INTERGOVERNMENTAL	7,724.04	50,988.24	64,212.00	13,223.76	79.4
<u>GRANT REVENUES</u>					
312-325-4151 GRANT REVENUE	.00	213,263.91	200,000.00	(13,263.91)	106.6
TOTAL GRANT REVENUES	.00	213,263.91	200,000.00	(13,263.91)	106.6
<u>SDC REVENUE</u>					
312-345-4513 TRANSPORTATION REIMBURSEMENT S	.00	312.00	1,560.00	1,248.00	20.0
TOTAL SDC REVENUE	.00	312.00	1,560.00	1,248.00	20.0
<u>LOAN PAYMENTS & PROCEEDS</u>					
312-360-4225 LOAN PROCEEDS	.00	83,091.72	360,291.00	277,199.28	23.1
TOTAL LOAN PAYMENTS & PROCEEDS	.00	83,091.72	360,291.00	277,199.28	23.1
<u>MISCELLANEOUS REVENUE</u>					
312-385-4895 MISCELLANEOUS REVENUE	.00	76.77	50.00	(26.77)	153.5
TOTAL MISCELLANEOUS REVENUE	.00	76.77	50.00	(26.77)	153.5
<u>TRANSFERS IN</u>					
312-390-4950 TRANSFER FROM EQUIPMENT FUND	.00	4,032.96	4,033.00	.04	100.0
TOTAL TRANSFERS IN	.00	4,032.96	4,033.00	.04	100.0
TOTAL FUND REVENUE	7,725.74	351,923.41	631,546.00	279,622.59	55.7

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>PERSONAL SERVICES</u>					
312-490-5110	354.16	3,351.75	4,500.00	1,148.25	74.5
312-490-5150	301.44	2,560.06	3,617.00	1,056.94	70.8
312-490-5152	385.68	3,295.76	4,128.00	832.24	79.8
312-490-5156	.00	.00	1,153.00	1,153.00	.0
312-490-5220	39.49	286.78	675.00	388.22	42.5
312-490-5315	82.65	726.23	1,085.00	358.77	66.9
312-490-5320	.31	371.93	230.00	(141.93)	161.7
312-490-5350	.00	.00	1,000.00	1,000.00	.0
312-490-5410	200.35	1,898.65	4,195.00	2,296.35	45.3
312-490-5450	125.31	1,548.18	2,520.00	971.82	61.4
TOTAL PERSONAL SERVICES	1,489.39	14,039.34	23,103.00	9,063.66	60.8
<u>MATERIALS & SERVICES</u>					
312-490-6110	.00	1,812.00	1,473.00	(339.00)	123.0
312-490-6114	114.50	845.50	1,737.00	891.50	48.7
312-490-6116	225.00	225.00	2,500.00	2,275.00	9.0
312-490-6122	117.00	1,134.80	2,102.00	967.20	54.0
312-490-6128	.00	2,405.34	8,500.00	6,094.66	28.3
312-490-6210	.00	2,225.40	2,142.00	(83.40)	103.9
312-490-6234	.00	62.94	200.00	137.06	31.5
312-490-6238	1.60	1.64	.00	(1.64)	.0
312-490-6290	.00	14.37	500.00	485.63	2.9
312-490-6324	.00	.00	500.00	500.00	.0
312-490-6330	3,859.87	7,898.87	10,000.00	2,101.13	79.0
312-490-6334	.00	.00	2,500.00	2,500.00	.0
312-490-6430	1,001.35	8,200.58	13,250.00	5,049.42	61.9
312-490-6720	518.40	1,218.40	.00	(1,218.40)	.0
312-490-6724	.00	270.66	1,000.00	729.34	27.1
TOTAL MATERIALS & SERVICES	5,837.72	26,315.50	46,404.00	20,088.50	56.7
TOTAL NON-DEPARTMENTAL	7,327.11	40,354.84	69,507.00	29,152.16	58.1
<u>CAPITAL OUTLAY</u>					
<u>CAPITAL OUTLAY</u>					
312-700-8530	.00	320,893.50	560,291.00	239,397.50	57.3
TOTAL CAPITAL OUTLAY	.00	320,893.50	560,291.00	239,397.50	57.3

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL CAPITAL OUTLAY	.00	320,893.50	560,291.00	239,397.50	57.3
<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	7,327.11	361,248.34	685,083.00	323,834.66	52.7
NET REVENUE OVER EXPENDITURES	398.63	(9,324.93)	(53,537.00)	(44,212.07)	(17.4)

CITY OF LOWELL
BALANCE SHEET
FEBRUARY 28, 2021

BLACKBERRY JAM FUND

ASSETS

314-1110	ALLOCATED CASH	12,214.22	
	TOTAL ASSETS		12,214.22

LIABILITIES AND EQUITY

FUND EQUITY

314-3100	BEGINNING FUND BALANCE	12,509.56	
	REVENUE OVER EXPENDITURES - YTD	(295.34)	
	BALANCE - CURRENT DATE	(295.34)	
	TOTAL FUND EQUITY		12,214.22
	TOTAL LIABILITIES AND EQUITY		12,214.22

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

BLACKBERRY JAM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
314-315-4125 INTEREST EARNED	.28	2.79	8.00	5.21	34.9
TOTAL INVESTMENT EARNINGS	.28	2.79	8.00	5.21	34.9
<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	140.00	1,500.00	1,360.00	9.3
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	.00	25.00	4,250.00	4,225.00	.6
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	.00	2,011.00	23,700.00	21,689.00	8.5
<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	.28	2,013.79	23,833.00	21,819.21	8.5

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

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	57.81	158.51	473.00	314.49	33.5
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	10.00	2,000.00	1,990.00	.5
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	640.00	1,250.00	610.00	51.2
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	1,500.00	4,000.00	2,500.00	37.5
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	137.81	2,309.13	25,798.00	23,488.87	9.0
TOTAL NON-DEPARTMENTAL	137.81	2,309.13	25,798.00	23,488.87	9.0
<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	137.81	2,309.13	36,185.00	33,875.87	6.4

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

BLACKBERRY JAM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(137.53)	(295.34)	(12,352.00)	(12,056.66)	(2.4)

CITY OF LOWELL
 BALANCE SHEET
 FEBRUARY 28, 2021

PARKS SDC FUND

ASSETS

410-1110	ALLOCATED CASH	10,043.67	
410-1115	CASH IN BANK - LGIP	47,557.07	
	TOTAL ASSETS		<u>57,600.74</u>

LIABILITIES AND EQUITY

FUND EQUITY

410-3100	BEGINNING FUND BALANCE	54,359.34	
	REVENUE OVER EXPENDITURES - YTD	3,241.40	
	BALANCE - CURRENT DATE	3,241.40	
	TOTAL FUND EQUITY		<u>57,600.74</u>
	TOTAL LIABILITIES AND EQUITY		<u>57,600.74</u>

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

PARKS SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>						
410-315-4125	INTEREST EARNED	27.58	286.40	250.00	(36.40)	114.6
	TOTAL INVESTMENT EARNINGS	27.58	286.40	250.00	(36.40)	114.6
<u>SDC REVENUE</u>						
410-345-4510	PARK SDC FEES	.00	2,955.00	14,775.00	11,820.00	20.0
	TOTAL SDC REVENUE	.00	2,955.00	14,775.00	11,820.00	20.0
	TOTAL FUND REVENUE	27.58	3,241.40	15,025.00	11,783.60	21.6

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

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
	27.58	3,241.40	(54,577.00)	(57,818.40)	5.9

CITY OF LOWELL
 BALANCE SHEET
 FEBRUARY 28, 2021

STREETS SDC FUND

ASSETS

412-1110	ALLOCATED CASH	8,283.45	
412-1115	CASH IN BANK - LGIP	41,069.87	
	TOTAL ASSETS		49,353.32

LIABILITIES AND EQUITY

FUND EQUITY

412-3100	BEGINNING FUND BALANCE	47,330.02	
	REVENUE OVER EXPENDITURES - YTD	2,023.30	
	BALANCE - CURRENT DATE	2,023.30	
	TOTAL FUND EQUITY		49,353.32
	TOTAL LIABILITIES AND EQUITY		49,353.32

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

STREETS SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>						
412-315-4125	INTEREST EARNED	23.81	247.30	250.00	2.70	98.9
	TOTAL INVESTMENT EARNINGS	23.81	247.30	250.00	2.70	98.9
<u>SDC REVENUE</u>						
412-345-4512	TRANSPORTATION SDC	.00	1,776.00	8,880.00	7,104.00	20.0
	TOTAL SDC REVENUE	.00	1,776.00	8,880.00	7,104.00	20.0
	TOTAL FUND REVENUE	23.81	2,023.30	9,130.00	7,106.70	22.2

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

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	23.81	2,023.30	(47,483.00)	(49,506.30)	4.3

CITY OF LOWELL
BALANCE SHEET
FEBRUARY 28, 2021

WATER SDC FUND

ASSETS

430-1110	ALLOCATED CASH	24,179.43	
430-1115	CASH IN BANK - LGIP	300,615.02	
	TOTAL ASSETS		<u>324,794.45</u>

LIABILITIES AND EQUITY

FUND EQUITY

430-3100	BEGINNING FUND BALANCE	311,501.91	
	REVENUE OVER EXPENDITURES - YTD	13,292.54	
	BALANCE - CURRENT DATE	13,292.54	
	TOTAL FUND EQUITY		<u>324,794.45</u>
	TOTAL LIABILITIES AND EQUITY		<u>324,794.45</u>

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

WATER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
430-315-4125 INTEREST EARNED	173.41	1,802.54	6,400.00	4,597.46	28.2
TOTAL INVESTMENT EARNINGS	173.41	1,802.54	6,400.00	4,597.46	28.2
<u>SDC REVENUE</u>					
430-345-4530 WATER SDC	.00	11,490.00	57,450.00	45,960.00	20.0
TOTAL SDC REVENUE	.00	11,490.00	57,450.00	45,960.00	20.0
TOTAL FUND REVENUE	173.41	13,292.54	63,850.00	50,557.46	20.8

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

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	173.41	13,292.54	(320,027.00)	(333,319.54)	4.2

CITY OF LOWELL
 BALANCE SHEET
 FEBRUARY 28, 2021

SEWER SDC FUND

ASSETS

440-1110	ALLOCATED CASH	12,481.02	
440-1115	CASH IN BANK - LGIP	132,341.61	
	TOTAL ASSETS		<u>144,822.63</u>

LIABILITIES AND EQUITY

FUND EQUITY

440-3100	BEGINNING FUND BALANCE	139,744.72	
	REVENUE OVER EXPENDITURES - YTD	5,077.91	
	BALANCE - CURRENT DATE	5,077.91	
	TOTAL FUND EQUITY		<u>144,822.63</u>
	TOTAL LIABILITIES AND EQUITY		<u>144,822.63</u>

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

SEWER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
440-315-4125 INTEREST EARNED	76.39	793.91	1,975.00	1,181.09	40.2
TOTAL INVESTMENT EARNINGS	76.39	793.91	1,975.00	1,181.09	40.2
<u>SDC REVENUE</u>					
440-345-4540 SEWER SDC	.00	4,284.00	16,065.00	11,781.00	26.7
TOTAL SDC REVENUE	.00	4,284.00	16,065.00	11,781.00	26.7
TOTAL FUND REVENUE	76.39	5,077.91	18,040.00	12,962.09	28.2

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

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	76.39	5,077.91	(140,454.00)	(145,531.91)	3.6

CITY OF LOWELL
BALANCE SHEET
FEBRUARY 28, 2021

STORMWATER SDC FUND

ASSETS

445-1110	ALLOCATED CASH	9,180.35	
445-1115	CASH IN BANK - LGIP	38,045.71	
	TOTAL ASSETS		<u>47,226.06</u>

LIABILITIES AND EQUITY

FUND EQUITY

445-3100	BEGINNING FUND BALANCE	44,977.67	
	REVENUE OVER EXPENDITURES - YTD	2,248.39	
	BALANCE - CURRENT DATE	2,248.39	
	TOTAL FUND EQUITY		<u>47,226.06</u>
	TOTAL LIABILITIES AND EQUITY		<u>47,226.06</u>

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

STORMWATER SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>						
445-315-4125	INTEREST EARNED	22.09	229.39	635.00	405.61	36.1
	TOTAL INVESTMENT EARNINGS	22.09	229.39	635.00	405.61	36.1
<u>SDC REVENUE</u>						
445-345-4545	STORM DRAINAGE SDC	.00	2,019.00	10,095.00	8,076.00	20.0
	TOTAL SDC REVENUE	.00	2,019.00	10,095.00	8,076.00	20.0
	TOTAL FUND REVENUE	22.09	2,248.39	10,730.00	8,481.61	21.0

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

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	22.09	2,248.39	(45,113.00)	(47,361.39)	5.0

CITY OF LOWELL
 BALANCE SHEET
 FEBRUARY 28, 2021

WATER RESERVE FUND

<u>ASSETS</u>			
520-1110	ALLOCATED CASH		39,391.18
			<u>39,391.18</u>
	TOTAL ASSETS		<u>39,391.18</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
520-3100	BEGINNING FUND BALANCE		23,643.08
	REVENUE OVER EXPENDITURES - YTD	15,748.10	
			<u>15,748.10</u>
	BALANCE - CURRENT DATE		15,748.10
			<u>15,748.10</u>
	TOTAL FUND EQUITY		<u>39,391.18</u>
	TOTAL LIABILITIES AND EQUITY		<u>39,391.18</u>

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

WATER RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>						
520-315-4125	INTEREST EARNED	.90	8.10	15.00	6.90	54.0
	TOTAL INVESTMENT EARNINGS	.90	8.10	15.00	6.90	54.0
<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	.90	15,748.10	15,755.00	6.90	100.0

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

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	.90	15,748.10	(23,647.00)	(39,395.10)	66.6

CITY OF LOWELL
 BALANCE SHEET
 FEBRUARY 28, 2021

SEWER RESERVE FUND

ASSETS

521-1110	ALLOCATED CASH		15,749.27	
	TOTAL ASSETS			15,749.27

LIABILITIES AND EQUITY

FUND EQUITY

521-3100	BEGINNING FUND BALANCE		9,826.25	
	REVENUE OVER EXPENDITURES - YTD	5,923.02		
	BALANCE - CURRENT DATE		5,923.02	
	TOTAL FUND EQUITY			15,749.27
	TOTAL LIABILITIES AND EQUITY			15,749.27

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

SEWER RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>						
521-315-4125	INTEREST EARNED	.36	3.02	8.00	4.98	37.8
	TOTAL INVESTMENT EARNINGS	.36	3.02	8.00	4.98	37.8
<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	.36	5,923.02	5,928.00	4.98	99.9

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2021

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	.36	5,923.02	(9,828.00)	(15,751.02)	60.3

CITY OF LOWELL
 BALANCE SHEET
 FEBRUARY 28, 2021

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 8 MONTHS ENDING FEBRUARY 28, 2021

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
16325								
16325	Cascade Columbia	800253	1	Drums of Hypo and Thiosulfate	240-490-6750	.00	860.77	860.77
Total 16325:						.00		860.77
16326								
16326	Charter Communications	0017828021	1	Internet	240-490-6435	.00	89.99	89.99
Total 16326:						.00		89.99
16327								
16327	City of Lowell	FEB2021	1	Water Service	110-410-6420	.00	45.99	45.99
16327	City of Lowell	FEB2021	2	Water Service	110-420-6420	.00	56.21	56.21
16327	City of Lowell	FEB2021	3	Water Service	110-450-6420	.00	7.64	7.64
16327	City of Lowell	FEB2021	4	Water Service	220-490-6420	.00	3.05	3.05
16327	City of Lowell	FEB2021	5	Water Service	230-490-6420	.00	37.15	37.15
16327	City of Lowell	FEB2021	6	Water Service	240-490-6420	.00	766.87	766.87
16327	City of Lowell	FEB2021	7	Sewer Service	110-410-6425	.00	102.43	102.43
16327	City of Lowell	FEB2021	8	Sewer Service	110-420-6425	.00	124.16	124.16
16327	City of Lowell	FEB2021	9	Sewer Service	110-450-6425	.00	15.52	15.52
16327	City of Lowell	FEB2021	10	Sewer Service	220-490-6425	.00	6.21	6.21
16327	City of Lowell	FEB2021	11	Sewer Service	230-490-6425	.00	62.08	62.08
16327	City of Lowell	FEB2021	12	Sewer Service	240-490-6425	.00	558.72	558.72
Total 16327:						.00		1,786.03
16328								
16328	Cleanmex LLC	1700	1	COVID cleaning of City Hall & Libr	110-410-6128	.00	900.00	900.00
16328	Cleanmex LLC	1700	2	COVID cleaning of Park Bathroom	110-420-6128	.00	1,352.00	1,352.00
Total 16328:						.00		2,252.00
16329								
16329	Lane Electric Cooperative	FEB. 2021	1	Electricity	110-410-6430	.00	434.65	434.65
16329	Lane Electric Cooperative	FEB. 2021	2	Electricity	110-420-6430	.00	315.10	315.10
16329	Lane Electric Cooperative	FEB. 2021	3	Electricity	110-450-6430	.00	56.81	56.81
16329	Lane Electric Cooperative	FEB. 2021	4	Electricity	110-470-6326	.00	65.42	65.42
16329	Lane Electric Cooperative	FEB. 2021	5	Electricity	220-490-6430	.00	22.73	22.73
16329	Lane Electric Cooperative	FEB. 2021	6	Electricity	230-490-6430	.00	1,485.47	1,485.47
16329	Lane Electric Cooperative	FEB. 2021	7	Electricity	240-490-6430	.00	2,547.55	2,547.55
16329	Lane Electric Cooperative	FEB. 2021	8	Electricity	312-490-6430	.00	1,001.36	1,001.36
Total 16329:						.00		5,929.09
16330								
16330	Renewable Resource Grou	135939	1	Lab	240-490-6755	.00	264.60	264.60
16330	Renewable Resource Grou	135940	1	Lab	230-490-6755	.00	37.80	37.80
Total 16330:						.00		302.40

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
16331								
16331	Sanders, Tim	78	1	Monthley DRC fee for Collections	240-490-6128	.00	300.00	300.00
Total 16331:						.00		300.00
16332								
16332	USA Blue Book	484203	1	Dipper	240-490-6234	.00	100.91	100.91
16332	USA Blue Book	484203	2	Filter	240-490-6750	.00	106.91	106.91
16332	USA Blue Book	501689	1	Sample Bottles	240-490-6750	.00	73.95	73.95
Total 16332:						.00		281.77
16334								
16334	Banner Bank	JEREMYFEB	1	Acrobat Pro	110-410-6122	.00	179.88	179.88
16334	Banner Bank	JOYCEFEB2	1	Onebox	314-490-6122	.00	17.65	17.65
16334	Banner Bank	JOYCEFEB2	2	Zoom	110-410-6122	.00	14.99	14.99
16334	Banner Bank	JOYCEFEB2	3	Amazon	230-490-6234	.00	175.60	175.60
16334	Banner Bank	JOYCEFEB2	4	Amazon	240-490-6234	.00	175.60	175.60
16334	Banner Bank	JOYCEFEB2	5	Office Supplies	110-410-6230	.00	84.70	84.70
16334	Banner Bank	MAXFEB202	1	Salt for Brine Tank	230-490-6750	.00	49.70	49.70
16334	Banner Bank	MAXFEB202	2	Water Test Preview Book	230-490-6240	.00	108.50	108.50
Total 16334:						.00		806.62
16335								
16335	Bridge Town Market	253321	1	Fuel	230-490-6710	.00	60.00	60.00
16335	Bridge Town Market	253321	2	Fuel	110-420-6710	.00	121.90	121.90
16335	Bridge Town Market	253321	3	Ear Plugs	240-490-6234	.00	9.99	9.99
16335	Bridge Town Market	253321	4	Ear Plugs	230-490-6234	.00	9.99	9.99
Total 16335:						.00		201.88
16336								
16336	Cascade Columbia	801072	1	Tote of Pass C	230-490-6750	.00	1,969.71	1,969.71
Total 16336:						.00		1,969.71
16337								
16337	Caselle	108354	1	Contract Support and Maintenanc	312-490-6122	.00	117.00	117.00
16337	Caselle	108354	2	Contract Support and Maintenanc	240-490-6122	.00	362.00	362.00
16337	Caselle	108354	3	Contract Support and Maintenanc	230-490-6122	.00	362.00	362.00
16337	Caselle	108354	4	Contract Support and Maintenanc	110-410-6122	.00	122.00	122.00
Total 16337:						.00		963.00
16338								
16338	Century Link	FEB2021	1	Telephone Service	110-410-6440	.00	118.39	118.39
16338	Century Link	FEB2021	2	Telephone Service	110-450-6440	.00	31.31	31.31
16338	Century Link	FEB2021	3	Telephone Service	220-490-6440	.00	16.63	16.63
16338	Century Link	FEB2021	4	Internet Service	230-490-6435	.00	70.00	70.00
16338	Century Link	FEB2021	5	Telephone Service	230-490-6440	.00	145.49	145.49
16338	Century Link	FEB2021	6	Telephone Service	240-490-6440	.00	151.34	151.34
Total 16338:						.00		533.16

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
16339								
16339	City of Oakridge	MARCH0056	1	Police Service	110-430-6118	.00	2,413.91	2,413.91
Total 16339:						.00		2,413.91
16340								
16340	Hunter Communications	138011	1	Internet Service	110-410-6435	.00	120.21	120.21
16340	Hunter Communications	138011	2	Internet Service	110-450-6435	.00	46.24	46.24
16340	Hunter Communications	138011	3	Internet Service	220-490-6435	.00	18.49	18.49
Total 16340:						.00		184.94
16341								
16341	Lane Forest Products	S402621	1	Green waste haul off fee	110-460-6128	.00	25.00	25.00
Total 16341:						.00		25.00
16342								
16342	Northwest Code Profession	3371	1	Building Permit Cost	220-490-6150	.00	112.50	112.50
16342	Northwest Code Profession	3371	2	Electrical Permit Cost	220-490-6152	.00	243.75	243.75
Total 16342:						.00		356.25
16343								
16343	Pacific Office Automation In	5014069057	1	Postage Machine	110-410-6128	.00	37.10	37.10
16343	Pacific Office Automation In	5014069057	2	Postage Machine	230-490-6128	.00	74.20	74.20
16343	Pacific Office Automation In	5014069057	3	Postage Machine	240-490-6128	.00	74.20	74.20
Total 16343:						.00		185.50
16344								
16344	SaniPac	3802839	1	Refuse Services	230-490-6445	.00	41.50	41.50
16344	SaniPac	3802839	2	Refuse Services	240-490-6445	.00	41.50	41.50
Total 16344:						.00		83.00
16345								
16345	Southside Bank	MARCH2021	1	Loan # 263007 Officer - 85	110-800-7510	.00	667.28	667.28
Total 16345:						.00		667.28
16346								
16346	U.S. Equipment Finance	437628662	1	Copier Contract	110-410-6124	.00	147.98	147.98
Total 16346:						.00		147.98
16347								
16347	Verizon Wireless	9873946115	1	Cell Phone	110-410-6440	.00	50.67	50.67
16347	Verizon Wireless	9873946115	2	Cell Phone, tablet	230-490-6440	.00	116.88	116.88
16347	Verizon Wireless	9873946115	3	Cell Phone	240-490-6440	.00	90.68	90.68
Total 16347:						.00		258.23
16348								
16348	Charter Communications	0017273030	1	Internet	240-490-6435	.00	116.98	116.98

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
Total 16348:						.00		116.98
16349								
16349	DEQ	WQ21DOM-0	1	Annual Permit	240-490-6520	.00	3,156.00	3,156.00
Total 16349:						.00		3,156.00
16350								
16350	Lane Council of Governme	78491	1	IT Service	110-410-6122	.00	1,085.57	1,085.57
Total 16350:						.00		1,085.57
16351								
16351	Newman Signs, Inc.	TRFINVO289	1	Replacement Stop and Street Sig	312-490-6724	.00	1,143.11	1,143.11
Total 16351:						.00		1,143.11
16352								
16352	Nichols, Layli	FEB 2021	1	Consulting Services	110-410-6114	.00	312.50	312.50
16352	Nichols, Layli	FEB 2021	2	Consulting Services	312-490-6114	.00	104.50	104.50
16352	Nichols, Layli	FEB 2021	3	Consulting Services	230-490-6114	.00	312.50	312.50
16352	Nichols, Layli	FEB 2021	4	Consulting Services	240-490-6114	.00	312.50	312.50
Total 16352:						.00		1,042.00
16353								
16353	Staples Credit Plan	FEB2021	1	Office Supplies	110-410-6230	.00	148.73	148.73
Total 16353:						.00		148.73
16354								
16354	Charter Communications	0017828031	1	Internet	110-410-6122	.00	89.99	89.99
Total 16354:						.00		89.99
16355								
16355	Cleanmex LLC	1726	1	COVID cleaning of restrooms	110-420-6128	.00	1,560.00	1,560.00
Total 16355:						.00		1,560.00
16356								
16356	Lowell Mini Storage	APR2021	1	Storage Rental Unit #L029	314-490-6705	.00	80.00	80.00
Total 16356:						.00		80.00
16357								
16357	Mid-State Industrial Inc	0191413	1	Jet Clean Sewer	240-490-6330	.00	939.25	939.25
Total 16357:						.00		939.25
16358								
16358	Municode	00355632	1	Annual Website Hosting Maintena	110-410-6122	.00	2,700.00	2,700.00
Total 16358:						.00		2,700.00

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
16359								
16359	Professional Credit Service	17422	1	Collection Service Fee	110-480-6565	.00	18.76	18.76
Total 16359:						.00		18.76
16360								
16360	Renewable Resource Grou	136241,1365	1	Lab	230-490-6755	.00	75.60	75.60
16360	Renewable Resource Grou	136242,291,	1	Lab	240-490-6755	.00	639.90	639.90
Total 16360:						.00		715.50
16361								
16361	Baker, Max	6800	1	Work Boots	230-490-6234	.00	62.50	62.50
16361	Baker, Max	6800	2	Work Boots	240-490-6234	.00	62.50	62.50
Total 16361:						.00		125.00
16362								
16362	Banner Bank	JEREMYMA	1	Office Supplies	110-410-6230	.00	121.05	121.05
16362	Banner Bank	JEREMYMA	2	Phone case and Screen Protector	110-410-6230	.00	89.90	89.90
16362	Banner Bank	JOYCEMAR	1	Onebox	314-490-6122	.00	17.65	17.65
16362	Banner Bank	JOYCEMAR	2	Zoom	110-410-6122	.00	14.99	14.99
16362	Banner Bank	JOYCEMAR	3	General Supplies	230-490-6234	.00	343.12	343.12
16362	Banner Bank	JOYCEMAR	4	General Supplies	240-490-6234	.00	343.11	343.11
16362	Banner Bank	JOYCEMAR	5	Go Daddy BBJ Domain Name	314-490-6122	.00	18.17	18.17
Total 16362:						.00		947.99
16363								
16363	Brothers Plumbing Inc	7988	1	Install new toilet in RR Park Bathr	110-420-6320	.00	654.69	654.69
Total 16363:						.00		654.69
16364								
16364	Cascade Columbia	802797	1	Drums of Hypo and Thiosulfate	240-490-6750	.00	863.56	863.56
16364	Cascade Columbia	802797	2	Drum Return	240-490-6750	.00	508.00-	508.00-
Total 16364:						.00		355.56
16365								
16365	City of Lowell	APRIL2021	1	Water Service	110-410-6420	.00	124.85	124.85
16365	City of Lowell	APRIL2021	2	Water Service	110-420-6420	.00	57.98	57.98
16365	City of Lowell	APRIL2021	3	Water Service	110-450-6420	.00	13.85	13.85
16365	City of Lowell	APRIL2021	4	Water Service	220-490-6420	.00	5.54	5.54
16365	City of Lowell	APRIL2021	5	Water Service	230-490-6420	.00	33.82	33.82
16365	City of Lowell	APRIL2021	6	Water Service	240-490-6420	.00	1,287.09	1,287.09
16365	City of Lowell	APRIL2021	7	Sewer Service	110-410-6425	.00	251.62	251.62
16365	City of Lowell	APRIL2021	8	Sewer Service	110-420-6425	.00	124.16	124.16
16365	City of Lowell	APRIL2021	9	Sewer Service	110-450-6425	.00	15.52	15.52
16365	City of Lowell	APRIL2021	10	Sewer Service	220-490-6425	.00	6.21	6.21
16365	City of Lowell	APRIL2021	11	Sewer Service	230-490-6425	.00	62.08	62.08
16365	City of Lowell	APRIL2021	12	Sewer Service	240-490-6425	.00	558.72	558.72
Total 16365:						.00		2,541.44

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
16366								
16366	Correct Equipment, Inc.	43636	1	New Water Meters	230-490-6758	.00	16,293.80	16,293.80
16366	Correct Equipment, Inc.	43700	1	New water meters	230-490-6758	.00	10,909.20	10,909.20
Total 16366:						.00		27,203.00
16367								
16367	Lane County Deeds & Rec	TFERGUSO	1	Waiver of Remonstrance Recordin	110-440-6522	.00	92.00	92.00
Total 16367:						.00		92.00
16368								
16368	Lane Electric Cooperative	APR2021	1	Electricity	110-410-6430	.00	358.65	358.65
16368	Lane Electric Cooperative	APR2021	2	Electricity	110-420-6430	.00	299.52	299.52
16368	Lane Electric Cooperative	APR2021	3	Electricity	110-450-6430	.00	40.94	40.94
16368	Lane Electric Cooperative	APR2021	4	Electricity	110-470-6326	.00	62.92	62.92
16368	Lane Electric Cooperative	APR2021	5	Electricity	220-490-6430	.00	16.38	16.38
16368	Lane Electric Cooperative	APR2021	6	Electricity	230-490-6430	.00	1,340.99	1,340.99
16368	Lane Electric Cooperative	APR2021	7	Electricity	240-490-6430	.00	1,975.14	1,975.14
16368	Lane Electric Cooperative	APR2021	8	Electricity	312-490-6430	.00	994.54	994.54
Total 16368:						.00		5,089.08
16369								
16369	Renewable Resource Grou	136693	1	Water Analysis	230-490-6755	.00	151.20	151.20
16369	Renewable Resource Grou	136718	1	Sewer Analysis	240-490-6755	.00	162.00	162.00
16369	Renewable Resource Grou	136782	1	Sewer Analysis	240-490-6755	.00	51.30	51.30
16369	Renewable Resource Grou	136881	1	Sewer Analysis	240-490-6755	.00	162.00	162.00
Total 16369:						.00		526.50
16370								
16370	Segarra Law, LLC	03302021	1	Municipal Court Judge	110-480-6120	.00	400.00	400.00
Total 16370:						.00		400.00
Grand Totals:						.00		71,329.66

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
110-2125	.00	16,295.68-	16,295.68-
110-410-6114	312.50	.00	312.50
110-410-6122	4,207.42	.00	4,207.42
110-410-6124	147.98	.00	147.98
110-410-6128	937.10	.00	937.10
110-410-6230	444.38	.00	444.38
110-410-6420	170.84	.00	170.84
110-410-6425	354.05	.00	354.05
110-410-6430	793.30	.00	793.30
110-410-6435	120.21	.00	120.21
110-410-6440	169.06	.00	169.06
110-420-6128	2,912.00	.00	2,912.00

GL Account	Debit	Credit	Proof
110-420-6320	654.69	.00	654.69
110-420-6420	114.19	.00	114.19
110-420-6425	248.32	.00	248.32
110-420-6430	614.62	.00	614.62
110-420-6710	121.90	.00	121.90
110-430-6118	2,413.91	.00	2,413.91
110-440-6522	92.00	.00	92.00
110-450-6420	21.49	.00	21.49
110-450-6425	31.04	.00	31.04
110-450-6430	97.75	.00	97.75
110-450-6435	46.24	.00	46.24
110-450-6440	31.31	.00	31.31
110-460-6128	25.00	.00	25.00
110-470-6326	128.34	.00	128.34
110-480-6120	400.00	.00	400.00
110-480-6565	18.76	.00	18.76
110-800-7510	667.28	.00	667.28
220-2125	.00	451.49-	451.49-
220-490-6150	112.50	.00	112.50
220-490-6152	243.75	.00	243.75
220-490-6420	8.59	.00	8.59
220-490-6425	12.42	.00	12.42
220-490-6430	39.11	.00	39.11
220-490-6435	18.49	.00	18.49
220-490-6440	16.63	.00	16.63
230-2125	.00	34,390.88-	34,390.88-
230-490-6114	312.50	.00	312.50
230-490-6122	362.00	.00	362.00
230-490-6128	74.20	.00	74.20
230-490-6234	591.21	.00	591.21
230-490-6240	108.50	.00	108.50
230-490-6420	70.97	.00	70.97
230-490-6425	124.16	.00	124.16
230-490-6430	2,826.46	.00	2,826.46
230-490-6435	70.00	.00	70.00
230-490-6440	262.37	.00	262.37
230-490-6445	41.50	.00	41.50
230-490-6710	60.00	.00	60.00
230-490-6750	2,019.41	.00	2,019.41
230-490-6755	264.60	.00	264.60
230-490-6758	27,203.00	.00	27,203.00
240-2125	508.00	17,205.63-	16,697.63-
240-490-6114	312.50	.00	312.50
240-490-6122	362.00	.00	362.00
240-490-6128	374.20	.00	374.20
240-490-6234	692.11	.00	692.11
240-490-6330	939.25	.00	939.25
240-490-6420	2,053.96	.00	2,053.96
240-490-6425	1,117.44	.00	1,117.44
240-490-6430	4,522.69	.00	4,522.69
240-490-6435	206.97	.00	206.97
240-490-6440	242.02	.00	242.02
240-490-6445	41.50	.00	41.50
240-490-6520	3,156.00	.00	3,156.00
240-490-6750	1,905.19	508.00-	1,397.19
240-490-6755	1,279.80	.00	1,279.80
312-2125	.00	3,360.51-	3,360.51-

GL Account	Debit	Credit	Proof
312-490-6114	104.50	.00	104.50
312-490-6122	117.00	.00	117.00
312-490-6430	1,995.90	.00	1,995.90
312-490-6724	1,143.11	.00	1,143.11
314-2125	.00	133.47-	133.47-
314-490-6122	53.47	.00	53.47
314-490-6705	80.00	.00	80.00
Grand Totals:	<u>72,345.66</u>	<u>72,345.66-</u>	<u>.00</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

Bank.Name = "General"



City Administrator's Office
P.O. Box 490 Lowell, OR 97452
Phone: 541-359-8768
Email: jcaudle@ci.lowell.or.us

To: Mayor Bennett and City Council
From: Jeremy Caudle, City Administrator
Date: April 20, 2021
Re: Administrator's report for March

MEMO

This City Administrator's report covers activities since the March 16, 2021 regular meeting. A summary of major activities is as follows:

Parks and Recreation Committee meeting. The Parks and Recreation Committee met on March 11. The Committee approved a motion to recommend that City Council prioritize irrigation, as well as shade trees or structures, at City parks.

Planning Commission meeting. The Planning Commission met on April 7. The Planning Commission approved an application for a variance. The Commission also approved a recommendation that City Council vacate a slope easement in the Sunridge subdivision. The easement vacation application is on City Council's agenda for final approval at a meeting scheduled for May 6.

Blackberry Jam Festival meeting. This meeting was cancelled on April 13 due to scheduling issues. The next meeting date is yet to be determined. The chairperson for the committee has resigned. We will need to find another person willing to serve in the chairperson role to ensure the committee has appropriate leadership.

Library renovation project. At your March 16 regular meeting, you authorized me to issue requests for proposals for architectural services for the library renovation project. I issued the RFP to numerous firms and publicly advertised the opportunity. On April 14, proposals were due. We received 2 proposals from highly qualified firms. The next step will be for the selection committee to review the proposals, interview the proposers, and issue a final recommendation to City Council. It is my goal to have a recommendation ready for approval at your regular May meeting.

Park renovation projects. I submitted two grant applications to fund park renovations. The first is for Travel Oregon's "Competitive & Recovery Grants Program." The second is for AARP's "Community Challenge Grant Program." I also received notification that the City's

Land and Water Conservation Fund grant with Oregon State Parks has made it to the next step in the process. The next step is final approval by the National Parks Service.

Other contacts. Met with a representative of the RAIN organization to discuss City projects and opportunities for collaboration. With Mayor Bennett, on April 1, met with a representative of Lane County Public Works to discuss their sidewalk improvement project within the City. I met a Regional Solutions Manager with the Governor's Office for the South Valley/Mid Coast Region. The Regional Solutions Manager connected me with other members of the Regional Solutions team, including with the Department of Transportation and Department of Land Conservation and Development. The purpose of our meeting was to discuss ways that state agencies could assist with funding for City projects. I met with the City Engineer to discuss funding opportunities for infrastructure projects. I authorized the City Engineer to submit a grant pre-application with Business Oregon for funding for the sewer and water master planning project. I participated in LCOG's Regional Managers meeting with administrators in surrounding Lane County communities. I have a meeting scheduled on April 19 with Lane County Economic Development to discuss marketing and selling the City's property on E. Main Street.

LOWELL PATROL LOG March 2021

DATE	OFFICERS	START TIME	END TIME	# HOURS	CONTACTS	ARRESTS	CITES	WARNINGS	CALLS	REPORT #	
1-Mar	407	0:00	1:30	1:30							
1-Mar	407	23:30	1:00	1:30							
8-Mar	403	13:26	13:30	0:04	1						
9-Mar	403	16:33	16:35	0:02	1						
11-Mar	401	15:30	16:30	1:00							
12-Mar	407	23:00	0:30	1:30							
13-Mar	429	10:00	19:00	9:00	6		2	4			
13-Mar	423	10:00	19:00	9:00	6						
16-Mar	407	0:00	1:30	1:30							
18-Mar	409	12:00	13:00	1:00							
19-Mar	407	23:30	1:00	1:30							
20-Mar	401	13:45	14:45	1:00							
20-Mar	423	13:45	14:45	1:00							
20-Mar	401	15:30	17:00	1:30							
20-Mar	407	23:30	1:00	1:30							
23-Mar	407	1:00	2:00	1:00							
24-Mar	421	10:15	11:15	1:00							
24-Mar	429	17:30	22:00	4:30							
24-Mar	423	17:30	22:00	4:30							
28-Mar	407	22:30	0:00	1:30							
30-Mar	401	19:00	21:00	2:00							
				46.5							

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

DATE	TIME	DESCRIPTION
3-Mar	11:40	Traffic Stop
8-Mar	13:26	Report of theft, referred to LCSO but took info for OPD
9-Mar	16:33	Reports tagged vehicle being removed by "sketchy" people
13-Mar	11:00	Follow-up on noise complaint
	12:15	Traffic Stop
	13:19	Traffic Warning
	14:01	Traffic Warning
	14:17	Traffic Warning
	14:46	Traffic Warning
24-Mar	18:58	Traffic Stop/Warning

Agenda Item Sheet
City of Lowell City Council



Type of item:	Other
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Item title/recommended action:

Motion to approve community grant program application from Pine Needlers Quilt Group in the amount of \$1,500 for the 17th Annual Pine Needlers' Quilt Show.

Justification or background:

The Pine Needlers Quilt Group is requesting \$1,500 from the City's community grant program to hold the Annual Pine Needlers Quilt Show. The City Council has provided funding for this event in the past. City Council approval is necessary to award grants from the community grant program.

Budget impact:

\$1,500

Department or Council sponsor:

Blackberry Jam Festival

Attachments:

Completed grant application and budget

Meeting date:	04/20/2021
---------------	------------

RECEIVED

APR 05 REC'D

J

Community Grant Program Application

Project Sponsor Information

Name: Joyce Weaver Organization: Pine Needlers Quilt Group
 Phone: 541-937-2881 Email: montjoyce@yahoo.com
 Address: 80445 Lost Creek Rd Website: www.bbjamquiltsnow.wordpress.com
Dexter 97431

Project Details

Request (\$): _____ Match (\$): _____

Description: Please see attached

Project Budget

Request (\$): 1,500.- Match (\$): _____

Line Item Description:

Line Item Amount (\$):

- | | |
|----------------------|----------------|
| (1) <u>Marketing</u> | <u>\$500</u> |
| (2) <u>Drapes</u> | <u>\$1,000</u> |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |

2021 City of Lowell Community Grant Program Application

Request (\$) 1,500

Description:

We are looking forward to our 17th Annual PineNeedler's Quilt show!

Due to the pandemic last year, we held a drive-through quilt show and had a very successful event which again raised funds for our community. As we plan to go back indoors this year, we have evaluated our goals including show improvement and increased visitors. We plan to purchase posters and postcards to be distributed locally as well as mailed. (2019 sample attached) We also plan to purchase black drapes to be hung on the crossbars of the frames that allow for different sized quilts to be displayed. This will provide viewing of small art quilts as well as those with non-traditional dimensions. The drapes will also provide increased safety by clearly defining viewing spaces and routes.

Request (\$) 1,500

(1) Marketing \$500

(2) Drapes \$1,000

Agenda Item Sheet
City of Lowell City Council



Type of item:	Other
---------------	-------

Item title/recommended action:

Motion to approve community grant program application from the Lowell Summer Recreation and Fitness Program in the amount of \$2,000.

Justification or background:

The Lowell School System is requesting a \$2,000 contribution for the Summer Recreation and Fitness Program. The City has provided funding for this program in the past. City Council approval is necessary to award grants from the community grant program.

Budget impact:

\$2,000

Department or Council sponsor:

Blackberry Jam Festival

Attachments:

Completed grant application and budget

Meeting date:	04/20/2021
---------------	------------

Community Grant Program Application

Project Sponsor Information

Name: Gregory Erickson Organization: Lowell School District
Phone: 541-937-2105 Email: gerickson@lowell.k12.or.us
Address: 45 S. Moss St. Lowell, OR Website: Lowell.k12.or.us

Project Details

Request (\$): 2,000 Match (\$): _____

Description:

The Summer Rec + Fitness Program is an 8-week program to help get kids active, unplugged, + kept safe throughout the summer. Activities include: golf, soccer, football, baseball, basketball, track, fishing, archery, + more.

Project Budget

Request (\$): 2,000 Match (\$): _____

Line Item Description:

Line Item Amount (\$):

- | | |
|---------------------------------|-------|
| 1. <u>Summer Rec Assistants</u> | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |

Community Grant Program Evaluation Sheet

Applicant: _____

Project: _____

Reviewer: _____

Reviewer Instructions:

Please evaluate each application using the outlined criteria and point distribution. Also, please consider them within the context of the program's eligibility criteria and priorities as provided.

Can project be completed within one year of award? Y / N

Does project meet the program eligibility criteria? Y / N

Does project align with the program funding priorities? Y / N

Evaluation Criteria	Notes	Maximum Points	Score
Likelihood of attracting visitors from outside the community		30	
Ability to create additional overnight stays within the Lowell area		30	
Involves multiple community or tourism partners		10	
Leverages additional dollars or resources		10	
Project is self-sustaining, has growth potential, or is capacity building		10	
Project has measurable or attainable Return on Investment (ROI)		10	

Additional Notes:

Agenda Item Sheet
City of Lowell City Council



Type of item:	Other
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Item title/recommended action:

Review liquor license renewal notification from the Oregon Liquor Control Commission for Armandos 3 located at 243 N. Moss Street.

Justification or background:

The City Council has historically reviewed liquor license renewal notifications from the Oregon Liquor Control Commission (OLCC), the state agency responsible for renewing businesses' liquor licenses. OLCC gives municipalities 3 options regarding liquor license renewals: (1) to offer no response, which is the same as recommending approval; (2) to request additional time to complete an investigation; and (3) to file an unfavorable recommendation based on certain criteria. Staff are not aware of any of the statutorily specified problems that OLCC can consider to refuse a license. For that reason, staff recommend that the City provide no response to OLCC.

Budget impact:

N/A

Department or Council sponsor:

N/A

Attachments:

Renewal notification process from OLCC

Meeting date:	04/20/2021
---------------	------------

RECEIVED

APR 07 REC'D

JB

City of Lowell
LOWELL
PO Box 490
Lowell, OR 97452

RENEWAL NOTIFICATION PROCESS

It's time again for liquor license renewals in your area. Liquor licenses are due to expire **6/30/2021**. Attached is the list of licensees who are required to submit their renewal application to local government for comment. According to our records you charge:

\$0.00 Renewal Fee for ON-PREMISES \$0.00 Renewal Fee for OFF-PREMISES

We told applicants to mail your local government fees to the address on this letter.
PLEASE NOTIFY US IMMEDIATELY IF THE FEE(S) OR ADDRESS ARE INCORRECT

HOW TO MAKE A RECOMMENDATION

You have until **6/9/2021** to make your recommendation. Below are your options for renewals:

RECOMMEND APPROVAL

1. **DO NOTHING.** If you do not submit a recommendation by **6/9/2021**, the OLCC will process the renewal application as a favorable recommendation.

RECOMMEND DENIAL (see additional information on page 2)

1. File an unfavorable recommendation, stating the grounds for the unfavorable (must meet the denial criteria on back of form); **OR**
2. Make a written request for additional time to complete an investigation. The request must state: 1) you are considering making an unfavorable recommendation; 2) the specific grounds being considered. **The grounds must be one referenced in Oregon Administrative Rule 845-005-0308(3).** If your request is granted you will be given a 45-day extension to file your unfavorable recommendation. Unfavorable means recommending denial of a license or requesting restrictions be placed on a license.

If you need assistance or would like to discuss a specific application, please contact your local OLCC office for help. Please send renewal recommendation correspondence to OLCC.Renewals@oregon.gov or OLCC License Renewals, P.O. Box 22297, Portland, OR 97269-2297. If you have questions, contact our license renewal section at 503.872.5138 or toll free at 1.800.452.6522 ext 25138.

REASONS WE MAY DENY OR RESTRICT A LICENSE
ORS 471.313(4)(5), OAR 845-005-0320, 845-005-0321, 845-005-0322
845-005-0325, 845-005-0326(4)(5) or 845-005-0355

The following is a list of problems relating to the **APPLICANT** or **BUSINESS** that OLCC can consider to refuse or restrict a license:

1. Applicant has a habit of using alcohol or drugs to excess
2. Applicant makes a false statement to OLCC (must be related to a refusal basis)
3. Applicant has been convicted of local, state or federal laws that are substantially related to the fitness of holding a liquor license
4. Applicant has demonstrated poor moral character
5. Applicant has a poor record of compliance when previously licensed by OLCC
6. Applicant is not the legitimate owner of the business
7. The business has a history of serious and persistent problems at this location. The problems can include:

obtrusive or excessive noise, music or sound vibrations
public drunkenness
fights or altercations
harassment
unlawful drug sales
alcohol or related litter

OLCC is not able to consider the following issues when deciding to renew a liquor license:

lack of parking
increase in traffic
too many licenses in a specific area (saturation)
entertainment type - nude dancing, gambling, live bands, etc.
increased noise
zoning issues

Visit www.oregon.gov/olcc/ to see the full text of ORS and OAR referenced above. In order for an unfavorable recommendation from a local government to be valid, the grounds must be found in the license refusal bases of ORS 471.313(4), 471.313(5), OAR 845-005-0320, 845-005-0321, 845-005-0322, 845-005-0325 or 845-005-0326(4)(5) or the license restriction bases of OAR 845-005-0355, and must be supported by reliable factual information.

<u>License No./ Premises No.</u>	<u>Tradenname/Licensee/License Type</u>	<u>Premises Address & Phone</u>	<u>Premises Mailing Address</u>
Lic. 314792 Prem. 50590	ARMANDOS 3 GERARDO DE LA CRUZ F-COM - FULL ON-PREMISES SALES	243 N MOSS ST LOWELL, OR 97452 541-937-2300	528 CALAPOOIA AVE BROWNSVILLE, OR 97327

Count for **LOWELL**

1

Agenda Item Sheet
City of Lowell City Council



Type of item:	Ordinance
---------------	-----------

Item title/recommended action:

Review proposed Ordinance #303, "An ordinance granting Douglas Services, Inc., locally known as Douglas Fast Net (DFET), a non-exclusive franchise for the construction, operations, and maintenance of a fiber optics telecommunications system."

Justification or background:

In fall of 2019, Douglas Fast Net (DFN) approached the City about negotiating a franchise agreement for constructing and operating a fiber optics telecommunications system. In late winter/spring of 2020, the City and DFN drafted the language for the agreement, but it was never approved. In March 2021, DFN contacted the City and stated that they were ready to being constructing the fiber optics system within the City. The proposed franchise ordinance and agreement is placed on the agenda for first reading approval. Two readings are required to approve an ordinance. Afterwards, the ordinance is effective 30 days after approval.

Budget impact:

The Grantee would be required to pay the City an annual franchise fee of 5% of gross revenue.

Department or Council sponsor:

N/A

Attachments:

Ordinance #303

Meeting date:	04/20/2021
---------------	------------

**CITY OF LOWELL
ORDINANCE NO. 303**

AN ORDINANCE GRANTING DOUGLAS SERVICES, INC., LOCALLY KNOWN AS DOUGLAS FAST NET (DFN), A NON-EXCLUSIVE FRANCHISE FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A FIBER OPTICS TELECOMMUNICATIONS SYSTEM.

This Franchise ("Franchise") is between the CITY of LOWELL, OREGON, hereinafter referred to as the "Grantor" and DOUGLAS SERVICES, INC., locally known as DOUGLAS FAST NET, hereinafter referred to as the "Grantee."

WHEREAS, the Grantee has applied to the City for permission to use certain streets and public right-of-way for the placement of a Fiber Optics Telecommunication System under, in, along, over and across certain streets and public right-of-way in the City; and the City Council has the authority to grant franchises for the use of its right-of-way.

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a fiber optics telecommunication system on the terms set forth herein; now therefore

THE CITY OF LOWELL ORDAINS AS FOLLOWS:

SECTION 1
Definition of Terms

11 **Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them as set forth below. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Fiber Optics Telecommunication System" or "Fiber System" means an interstate network of fiber optic cables and all related property including conduit, carrier pipe, cable fibers, repeaters, power sources and other attachments and appurtenances necessary for transmitting high speed voice, data and (for such applications as teleconferencing) video signals in connection with a long distance Telecommunications system or systems. The authority granted by this Franchise to use the streets and public ways does not authorize the use of the Fiber Optics Telecommunication System or fiber optic cable for operating a cable television system, nor authorize Grantee to operate as a cable operator as those terms are defined in the Telecommunications Act of 1934 as amended, state law, or the City Code.

The authority granted by this Franchise does not authorize the use of the streets and public ways for an open video system as defined in the Telecommunications Act of 1996 or as defined or authorized by the FCC.

- B. "Council" shall mean the governing body of the Grantor.
- C. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- D. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Fiber Optics Telecommunication System along the public ways within the Service Area.
- E. "Gross Revenue" shall mean any and all revenue, of any kind, nature or form, without deduction for expense of whatsoever nature, of Grantee and any affiliates of the Grantee derived from the operation of the Fiber System. Grantee may deduct uncollectible amounts from customers within the corporate limits of City from these gross revenues, unless and until full or partial collection is made. Gross revenue does not include taxes, fees or assessments of general applicability required by law to be collected from subscribers for pass-through to a government agency, or revenue paid directly by the United States of America or any of its agencies, nor does it include credits, refunds and deposits paid to Subscribers. Franchise fees are not fees required by law to be collected from subscribers. Grantor acknowledges and agrees that Grantee maintains its books and records in accordance with generally accepted accounting principles. Any net uncollectables, bad debts, or other accrued amounts deducted from Gross Revenues shall be included in Gross Receipts at such time as they are actually collected.
- F. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- G. "Service Area" shall mean the geographic boundaries of the Fiber System and shall include any additions thereto by extension of service, annexation or by other legal means, subject to the exception in Section 6 hereto.
- H. "State" shall mean the State of Oregon.
- I. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area,

which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Fiber System.

- J. "Subscriber" shall mean any Person lawfully receiving Fiber Service from the Grantee.
- K. "Telecommunications service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities' uses.

SECTION 2 **Grant of Franchise**

2.1 Grant. The Grantor hereby grants to the Grantee, its successors and assigns as authorized herein, a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the City's Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Fiber System .

2.2 Term and Termination. The Franchise and the rights, privileges and authority hereby granted shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 14.10. Renewal discussion will be initiated in accordance with applicable law.

Upon termination or expiration of the Franchise, if not further renewed, Grantee shall, within one hundred and eighty days (180), remove all its facilities from the Grantor's Streets. During such period, Grantee shall remit to the Grantor any payments due under this Franchise, as if this Franchise were in full force and effect. Should the Grantee fail to remove its facilities within such one-hundred-eighty-day period, the Grantor may do so, and the Grantee shall immediately remit to the Grantor the costs of such removal.

2.3 Police Powers and Conflicts with Franchise. Nothing in this Franchise limits the Grantor's right to exercise its police powers by adopting ordinances necessary for the public's health, safety and general welfare. The Grantee agrees to comply with the terms of any such ordinance adopted subsequent to the adoption of this Ordinance. In the event of any conflict between this Franchise and any such ordinance adopted as an exercise of police powers, Grantee and Grantor agree to a timely negotiation in good faith of modifications to this Ordinance to accommodate these changes in law. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that is not generally applicable, this Franchise shall control.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal. In the event the parties are actively negotiating in good faith for a new Franchise or an amendment to this Franchise upon the termination date of this Franchise, the parties by written mutual agreement may extend the termination date of this Franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Franchise and not as a new Franchise or amendment.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Fiber System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Fiber System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Fiber System.

4.2 Insurance. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits Commercial
General Liability	\$2,000,000 per occurrence, Combined Single Limit (C.S.L.) \$3,000,000 General Aggregate
Auto Liability including coverage on \$1,000,000 per occurrence C.S.L. all owned, non-owned hired autos Umbrella	

Liability

Umbrella Liability \$1,000,000 per occurrence C.S.L.

- A. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- B. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

4.3 Evidence Required. Within thirty (30) days of the effective date of this Franchise, the Grantee shall provide the City with a certificate of Insurance executed by an authorized representative of the insurer or insurers, evidencing that Grantee insurance complies with this section.

SECTION 5
Service Obligations

- 5.1 No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, age or sex.
- 5.2 Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in State or Federal law.

SECTION 6
Service Availability

6.1 Service Area. The Grantee shall make Fiber Service distributed over the Fiber Optics Telecommunication System available to every residence within the corporate boundaries of the Grantor where there is a minimum density of at least thirty (30) residences per linear strand mile of cable as measured from Grantee's closest trunk line or distribution cable that is actively delivering Fiber Service as of the date of such request for service. If such residence is located within one hundred fifty (150) feet of Grantee's feeder service, the Fiber Service will be provided at Grantee's published rate for standard installations. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Fiber System into any portion of the corporate boundaries of the Grantor where another operator is providing Fiber Service and into any area which is not contiguous to the present Service Area of the Grantee. Grantee need not make an extension to any area which is financially or technically infeasible, if it provides documentation substantiating such infeasibility to Grantor. Fiber Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal

access to any such Subscriber's dwelling unit or other units wherein such Fiber Service is provided. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

6.2 Subscriber Charges for Extensions of the Fiber System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Fiber System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Fiber System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any standard/non-standard installation charges to extend the Fiber System from the tap to the residence.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Fiber Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the corporate boundaries of the Grantor. Any identified Subscriber addresses shall be included in Grantee's franchise fee calculations within ninety (90) days after receipt of the annexation notice, which shall include the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall include the identified Subscriber addresses in the franchise fee calculations within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 14.5. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received

notification and information that meets the standards set forth in this section.

SECTION 7
Construction and Technical Standards

- 7.1 Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with the National Electric Safety Code.
- 7.2 Construction Standards and Requirements.** All of the Grantee's plant and equipment, including but not limited to the antenna site, headend and distribution system, towers, house connections, structures, poles, wire, fiber, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.
- 7.3 Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.
- 7.4 Network Technical Requirements.** The Fiber System shall be designed, constructed and operated so as to meet any technical standards adopted by the FCC relating to Fiber Systems as may be amended from time to time, regardless of the transmission technology utilized.
- 7.5 Performance Monitoring.** Grantee shall test the Fiber System consistent with the FCC regulations.
- 7.6 Right to Inspect Construction.** The Grantor or its representatives shall have the right to inspect all construction or installation work performed pursuant to this Franchise and to make such tests as it shall find necessary to ensure compliance with the terms of this Franchise and other pertinent provisions of law relating to the management of the Grantor's Streets.

SECTION 8
Conditions on Street Occupancy

- 8.1 General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.
- 8.2 Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone

or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of fiber underground or the movement of fiber, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Fiber System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to City Streets, or adjacent private property, as a result of its operation, construction, or maintenance of the Fiber System to a condition reasonably comparable to the condition of the Streets or adjacent private property immediately prior to such damage or disturbance.

8.6 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

8.7 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.8 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor. Grantee shall be responsible for any costs associated with these obligations to the same extent that all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.9 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.10 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.11 No Limitation on Grantor Authority. Except as provided in this Section, nothing in this Franchise shall in any way be construed or interpreted to prevent, or in any way limit, the Grantor from modifying or performing any work in its Streets, or granting other franchises for use of its Streets, or of adopting general ordinances regulating use of or activities in its Streets, or of otherwise abrogating or limiting any rights, privileges or property interest the City now has in its Streets, whether now owned or hereinafter acquired.

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases or other substantive service changes.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Fiber Service insofar as their financial and other obligations to the Grantee are satisfied. However, notwithstanding anything to the contrary, Grantee may discontinue or refuse to provide Fiber Service to any person that is abusive and/or exhibits threatening behavior toward the Grantee's employees or representatives.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law, Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty–five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 14.10. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due. If any Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from the last day of the fiscal year in which payment was due, at the annual rate of one (1%) percent over the prime interest rate.

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. This Franchise shall not be sold, leased, assigned or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, mortgaged, sold or transferred, either in whole or in part, nor shall title hereto, either legal or equitable, or any right, interest or property herein, pass to or vest in any person, except the Grantee, either by act of the Grantee or by operation of law, without the consent of the Grantor, expressed in writing, such consent not to be unreasonably withheld. If the Grantee wishes to transfer this Franchise, the Grantee shall give Grantor written notice of the proposed transfer and shall require consent of the transfer by the Grantor. The granting of such consent in one instance shall not render unnecessary any subsequent consent in another instance.

Any transfer of ownership effected without the written consent of the Grantor shall render this Franchise subject to revocation. The Grantor shall have 60 days to act upon any request for approval of a transfer. If the Grantor fails to render a final decision on the request within 60 days, the request shall be deemed granted unless the Grantee and the Grantor agree to an extension of time.

The Grantee, upon any transfer as heretofore described, shall within sixty (60) days thereafter file with the Grantor a certified statement evidencing the transfer and an acknowledgment of the transferee that it agrees to be bound by the terms and conditions contained in this Franchise.

Every such transfer as heretofore described, whether voluntary or involuntary, shall be deemed void and of no effect unless Grantee shall, within sixty (60) days after the same shall have been made, file such certified copy as is required.

The requirements of this section shall not be deemed to prohibit the use of the Grantee's property as collateral for security in financing the construction or acquisition of all or part of a telecommunications system of the Grantee or any affiliate of the Grantee. However, the telecommunications system franchised hereunder, including portions thereof used as collateral, shall at all times continue to be subject to the provisions of this Franchise.

The requirements of this section shall not be deemed to prohibit the sale of tangible assets of the Grantee in the ordinary conduct of the Grantee's business without the consent of the Grantor. The requirements of this section shall not be deemed to prohibit, without the consent of the Grantor, a transfer to a transferee whose primary business is telecommunications system operation and having a majority of its beneficial ownership held by the Grantee, a parent of the Grantee, or an affiliate, a majority of whose beneficial ownership is held by a parent of the Grantee.

SECTION 12
Records, Reports and Maps

12.1 Reports Required. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 Records Required.

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Fiber Service, which record shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Fiber System.

12.3 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine at Grantee's local office or another mutually agreeable location during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. The Grantor agrees to protect from disclosure to third parties, to the maximum extent allowed by Oregon law, any information obtained as a result of its rights pursuant to this Section, or any compilation or other derivative works created by using information obtained pursuant to the exercise of its rights hereunder. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

12.4 Right to Perform Franchisee Fee Audit or Review. In addition to all rights granted under Section 12 of this Ordinance, the Grantor shall have the right to have performed, upon advance written notice of not less than 30 days, a formal audit or a professional review of the Grantee's books and records by an independent private auditor, for the sole purpose of determining the Gross Receipts of the Grantee generated through the provision of fiber optics telecommunication service under this Franchise and the accuracy of amounts paid as Franchise fees to the Grantor by the Grantee; provided, however, that any audit or review must be commenced not later than three (3) years after the date on which the franchise fees for any period being audited or reviewed were due. Any such audit or review shall be conducted during normal business hours. The cost of any such audit or review shall be borne by the Grantor, except that if it is established that the Grantee has made underpayment of five (5) percent or more of the total Franchise fees due during the year or years subject to the audit required by this Franchise, then the Grantee shall, within 30 days of being requested to do so by the Grantor, reimburse the Grantor for the full cost of the audit or review. The Grantor agrees to protect from disclosure to third parties, to the maximum extent allowed by Oregon law, any information obtained as a result of its rights pursuant to this Section, or any compilation or other derivative works created by using information obtained pursuant to the exercise of its rights hereunder.

SECTION 13 **Enforcement or Revocation**

13.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first make reasonable attempts to informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

13.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

13.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Council shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with Section 14 hereof. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine

if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

13.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 13.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 13.5 below.

13.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- B. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and an audio or video recording of the public hearing shall be made available to the Grantee within ten (10) business days. The decision of the Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Council *de novo*. The Grantee may continue to operate the Fiber System until all legal appeals procedures have been exhausted.

- C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.
- D. Upon revocation of the Franchise, Grantee may remove the Fiber System from the Streets of the Grantor or abandon the Fiber System in place.

SECTION 14
Customer Rights and Protections

14.1 Customer Rights and Protections. Upon installing initial service, reconnecting a customer, and upon request thereafter Grantee must advise the customer of:

- A. The equipment and services currently available and the rates and charges which apply; and
- B. The amount of any deposit required by Grantee, if applicable, and the manner in which the deposit will be refunded; and
- C. The availability of parental controls, which shall be made available in accordance with federal law to each subscriber upon request and which shall enable parents or subscribers to control access to both the audio and/or video portions of any and all channels; and
- D. All current charges, rates, and fees, including but not limited to installation and reconnection fees, that may be applied to current or potential subscribers in the franchise area; and
- E. Any information relating to a contact for the franchise authority unless the Grantor requests otherwise in writing.

14.2 The information and statements required in Section 14.1 shall be available in writing upon request.

SECTION 15
Miscellaneous Provisions

15.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather

conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Fiber System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.2 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.4 Equal Protection. The Grantee acknowledges and agrees that the Grantor may be required by federal law, and reserves the right, to grant one or more additional franchises to provide Fiber Service within the Service Area. If any other provider of Fiber Services is lawfully and expressly authorized by the Grantor to use the Streets to provide such services, and if the material obligations applicable to Grantee are more burdensome or less favorable than those imposed on any such competing provider (such determination to be made after good faith negotiations between Grantee and Grantor), then upon thirty (30) days prior written notice to the Grantor, the Grantee shall have the right to elect, to the extent consistent with applicable state and federal laws and orders and rules adopted pursuant thereto:

- A. To modify this Franchise to incorporate less burdensome or more favorable terms or conditions imposed by Grantor on a comparable provider; or
- B. To deem this Franchise expired thirty-six (36) months from the date of the above written notice; or
- C. To terminate this Franchise and take in its place the same franchise agreement of a competing provider of Fiber Services or video services authorized by the Grantor. The Grantor and the Grantee agree that any undertakings that relate to the renewal of the Grantee's Franchise with the Grantor shall be subject to the provisions of Section 626 of the Fiber Act or any such successor statute. Nothing in this Franchise shall impair the right of the Grantor or Grantee to seek other remedies available under law.

15.5 Notices. Unless otherwise provided by federal, State or local law, all notices, reports

or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Lowell, Oregon
City Administrator
PO Box 490
Lowell, OR 97452
E-mail: jcobb@ci.lowell.or.us

Grantee: Manager
Douglas Services Inc.
2350NW Aviation Dr.
Roseburg, OR 97470
E-Mail:

15.6 Public Notice. Any public meeting held relating to this Franchise or additional, similar franchises shall comply with the public meetings requirements of Oregon law. Grantee will be considered an interested party for any additional requests for franchises for Fiber Services.

15.7 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.8 Entire Agreement. The terms of this Franchise have been mutually negotiated by the Grantor and Grantee. This Franchise constitutes an agreement by the Grantor to grant permission to the Grantee to use the Grantor's rights of way subject to the terms and conditions set forth herein. The Franchise terms and conditions set forth herein, including the Grantor's rights to protect the public's general welfare, subject to Section 2.3, constitute the entire agreement between Grantor and Grantee and supersedes all prior or contemporaneous agreements, representations or understandings (whether written

or oral) of the parties regarding the subject matter hereof.

15.9 Administration of Franchise. Subject to Section 2.3, this Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

15.10 Effective Date. This Ordinance shall be effective 30 days after passage by the City Council. The Franchise granted herein will take effect and be in full force from the date of acceptance by Grantee recorded on the signature page of this Franchise, provided that the Grantor must receive a fully executed copy of the acceptance within thirty days of the date of acceptance. The initial term of this franchise shall expire ten (10) years from the Effective Date defined herein, subject to Section 2.2 of this franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Adopted by the City Council of the City of Lowell, this ____ day of _____, 2021.

Yea: _____

Nay: _____

Approved: _____
Don Bennett, Mayor

First Reading:

Second Reading:

Adopted:

Signed:

Effective Date:

Attest:

Jeremy Caudle , City Administrator

Accepted this _____ day of _____, 2020, subject to applicable federal, State and local law.

Douglas Services Inc.

By:

Signature: _____

Agenda Item Sheet
City of Lowell City Council



Type of item:	Resolution
---------------	------------

Item title/recommended action:

Motion to approval resolution #760, "A resolution adopting a 'cross-connection and backflow opt-in/opt-out program.'"

Justification or background:

At your March 2 work session, the Public Works Director discussed implementing a cross-connection opt-in/opt-out program. This resolution would establish the program. The "opt in" program is intended to streamline the annual testing program and increase compliance for water customers.

Budget impact:

A testing fee would be established, as set forth in the resolution.

Department or Council sponsor:

Public Works Department

Attachments:

Resolution #760

Meeting date:	04/20/2021
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CITY OF LOWELL, OREGON

RESOLUTION 760

**A RESOLUTION ADOPTING A "CROSS CONNECTION AND
BACKFLOW OPT-IN/OPT-OUT PROGRAM"**

BE IT RESOLVED, that the "Cross Connection and Backflow Opt-In/Opt-Out Program," as set forth in Attachment A to this resolution, is hereby adopted.

Adopted by the City Council of Lowell this 20th day of April 2021.

Yea: ____

Nay: ____

Approved: _____
Don Bennett, Mayor

Attest: _____
Jeremy Caudle, City Recorder

Attachment A

Section 1. Program established.

A “Cross Connection and Backflow Opt-In/Opt-Out Program” is hereby established for the City of Lowell.

Section 2. Program purpose.

The purpose of the program is to:

1. Provide a streamlined and customer-service focused approach to implementing Sec. 4.186 of the Lowell Revised Code, which requires annual testing of all cross-connection devices located on the premises of all City of Lowell water customers.
2. Ensure compliance with Oregon Administrative Rule 333-061-0070, which requires water suppliers to “undertake cross connection control programs to protect the public water systems from pollution and contamination.”
3. Recoup the City’s cost of performing cross-connection device inspections pursuant to this program.

Section 3. Authority.

This program is established pursuant to:

1. Sec. 4.180 “Cross Connection Control and Backflow Prevention Program” of the Lowell Revised Code.
2. Oregon Administrative Rule 333-061-0070 “Cross Connection Control Requirements.”

Section 4. Program policy.

1. Annually, the Public Works Director will send an “opt-in/opt-out” form to all City of Lowell water customers who have cross-connection devices on their premises.
2. For customers who submit a form indicating that they wish to opt-in to the program:
 - a. The Public Works Department will have a certified backflow tester test all cross-connection devices on the customer’s premises.
3. Alternatively, customers may indicate on the form that they wish to have only the premise-isolating cross connection controls inspected. In this case, the Public Works Department will have a certified backflow tester test only the cross-connection devices indicated on the form.
4. For customers who submit a form indicating that they wish to opt-out of the program:
 - a. The customer will be responsible for performing the required cross-connection device inspection.
 - b. For opt-out customers who do not turn in inspection test results by September 30 of each year:

- i. The Public Works Department will have a certified backflow tester test all the cross-connection devices on the customer’s premises and the costs of the test will be charged to the customer’s utilities account with the City.
- c. Customers who do not return an “opt-in/opt-out” form within a reasonable timeframe will be assumed to have opted out of the program.

Section 5. Establishment of inspection fee.

- 1. The inspection fees for cross-connection inspections performed pursuant to this resolution are as follows:

Water meter size	Fee
3/4”	\$35.00
1”	\$40.00
1 1/2”	\$50.00
2”	\$60.00

- 2. The City Council may update the inspection fees through the City’s general fee schedule.

Section 6. Effective date.

This program is effective upon approval by City Council.

Agenda Item Sheet
City of Lowell City Council



Type of item:	Procurement
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Item title/recommended action:

Motion to approve a "Water Treatment Plant Tracer Study" with Civil West Engineering in the amount of \$9,003 and to authorize the City Administrator to sign and accept the scope of services.

Justification or background:

The Public Works Department is requesting that the City Engineer complete a water treatment plant tracer study. The last tracer study was completed in 2013. This study would determine the maximum amount of water that the water treatment plant can process. Depending on the results of the study, the water plant may be able to process a greater amount of water than currently permitted according to the Oregon Health Authority. If we can increase our water production capacity within our existing system, then we can better meet demands during summer. This study is necessary to demonstrate to the Oregon Health Authority that we are able to increase our production capacity.

Budget impact:

Expenditures of \$9,003 in engineering fees.

Department or Council sponsor:

Public Works Department

Attachments:

March 30, 2021 "Engineering Scope of Services"

Meeting date:	04/20/2021
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Civil West
Engineering Services, Inc.
213 Water Ave. NW, Ste. 100
Albany, OR 97321
p 541.223.5130

March 30, 2021

ENGINEERING SCOPE OF SERVICES

To: Max Baker – Public Works Director – City of Lowell

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

RE: **City of Lowell: Water Treatment Plant Tracer Study**
Civil West Project Number: TBD

The purpose of this scope of services is to describe the proposed approach, costs, and schedule that Civil West will follow to support the City of Lowell to develop and facilitate a CT tracer study at the Water Treatment Plant (WTP) as required by the Oregon Health Authority (OHA) to allow potable water production at a rate for the City to be better able to keep up with varying demands.

Background Summary

The City of Lowell last had a tracer study completed in 2013 as a product of the State's Circuit Rider program. The study made certain assumptions in regards to the water flows and temperatures that were conservative and perhaps necessary given the data provided. However, because production rates are different (higher) in the summer than they are in the winter, and water temperature is different (higher) in the summer rather than in the winter, it may be beneficial for the City to evaluate multiple flow/temperature scenarios to be able to produce more water than currently allowed in the summer.

Goal for the Project

Upon completion, and depending on contract options selected by the City, one, two or three different studies will be completed to map out the maximum rate for the City to produce water. The results of the studies will be submitted to OHA for their review. We will coordinate with OHA to have the studies approved and although we anticipate a higher water production rate will be approved, we cannot guarantee the outcome of the review.

Part A: Scope of Work

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

Task 1 – Project Management and Administrative Services – This task includes administrative and project management efforts related to the management of this project. This shall include processing of internal paperwork and correspondence between Civil West and the City, coordination on financial matters, directing resources internally, and meeting with staff on routine issues.

Task 2 – Tracer Study #1 (155 gallons per minute)

Civil West will prepare the tracer test methodology and will submit the methodology to OHA for review prior to the execution of the test. Once approved, we will coordinate with Public Works to configure the system appropriately and will schedule and run the test. After the data is collected, we will generate a completed study for submittal to OHA.

Task 3 – Tracer Study #2 and #3 (140 gpm and 180 gpm)

Civil West will duplicate task 2 up to two more times at different flow rates as directed by the City.

Task 4 – Reimbursables – This task will cover direct reimbursable expenses anticipated for the project. These include travel and per diem costs, reproduction and office expenses, and other reimbursable costs

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

Part B: Project Fee Proposal

A summary of the proposed fee schedule is provided below:

Task	Summary of Proposed Engineering Budget:	Budget
1	Project Management and Administration	\$495.00
2	Tracer Study #1 (155 gpm)	\$3,484.00
3	Tracer Study #2 (140 gpm)	\$2,412.00
4	Tracer Study #3 (180 gpm)	\$2,412.00
5	Reimbursables	\$200.00
Total Proposed Budget - Phase 1		\$9,003.00

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

Part C: Project Schedule

We are prepared to start work on this project as soon as we are given authorization. Tracer studies will need to be completed separately, and are likely to need a week between test days.

We are grateful for this opportunity to provide these services to the City of Lowell. Please let me know if you have any questions or if you wish to see any alterations to our proposed approach. If this proposed approach is acceptable, please sign below and return a copy to our office for our records.

Sincerely,
Civil West Engineering Services, Inc.



Matt Wadlington, PE
Willamette Valley Regional Manager

Authorized Representative Signature Accepting Scope of Services

Date

Agenda Item Sheet
City of Lowell City Council



Type of item:	Procurement
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Item title/recommended action:

Motion to authorize the City Administrator to purchase a digester blower for an amount not to exceed \$6,000.

Justification or background:

One of the digester blowers needs to be replaced, as discussed at your April 6 work session. Public Works Staff have obtained a quote to obtain a replacement blower, which is attached to this agenda sheet. Staff are requesting City Council approve to go ahead and purchase the digester blower.

Budget impact:

Purchase not to exceed \$6,000.

Department or Council sponsor:

Public Works Department

Attachments:

Quote for replacement equipment

Meeting date:	04/20/2021
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UNIVERSALBLOWERPAC.COM
HYBRIDBLOWER.COM

Universal Blower Pac Inc
440 Park 32 West Drive
Noblesville, IN 46062-9252
United States of America

Ph: 317-773-7256

Fax: 317-776-5086

Quote

Number: U91219-LM2_Rev1

Date: 15-Apr-21

To

City of Lowell, OR
107 East 3rd Street
Lowell, OR 97452

Quote To

City of Lowell, OR
107 East 3rd Street
Lowell, OR 97452

Ph: (541) 937-2776

Ph: (541) 937-2776

Terms	Ship Via	Salesperson	
Quantity	Description	Unit Price	Amount
	We are pleased to quote the following as requested:		
1	Line: 001 Part: 6M LEGEND GD/Sutorbilt Blower model code GAFMDSA please provide configuration lead time is about 8-10 weeks, ARO Holidays excluded ea	\$5,950.00	\$5,950.00
		Total:	\$5,950.00
	Units shipped assembled to the extent allowable by trucking. All package equipment finish painted and skid mounted for shipment. Thank you for the opportunity to quote. \$250 Order Minimum		