

**Lowell City Council**  
**Executive Session and Work Session Meeting Agenda**  
**Tuesday, November 3, 2020 at 6:30 P.M.**  
Maggie Osgood Library  
70 N. Pioneer Street

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

**Call to Order/Roll Call**

Councilors: Mayor Bennett \_\_\_\_\_ Myers \_\_\_\_\_ Harris \_\_\_\_\_ Stratis \_\_\_\_\_ Dragt \_\_\_\_\_

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

**Adjourn**

**Work Session will follow the Executive Session**

**This meeting will be held electronically through Zoom. Limited seating is available at the Library.**

- Join by phone, tablet, or PC. For details, click on the event at [www.ci.lowell.or.us](http://www.ci.lowell.or.us).

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

**Work Session**

**Call to Order/Roll Call**

Councilors: Mayor Bennett \_\_\_\_\_ Harris \_\_\_\_\_ Stratis \_\_\_\_\_ Dragt \_\_\_\_\_ Myers \_\_\_\_\_

**Work Session Topic(s)**

1. Non-Exclusive Agreement for Towing Services  
*Attachment: Towing Services Agreement*

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

2. Planning Commission Membership Requirements

*Attachments: Existing Planning Commission Membership Section 2.623a  
Proposed Membership Changes  
Public Testimony from 10/20 Council Meeting*

3. Complaints and Enforcement Activity

*Attachment: ORS 821.190 Unlawful operation of snowmobile or all-terrain vehicle on highway or railroad*

4. Change Order #6 for Main Street

*Attachment: Change Order Request from Wildish Construction*

**Adjourn**

## NON-EXCLUSIVE AGREEMENT FOR TOWING SERVICES

### 1. PURPOSE

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

### 2. DEFINITIONS

Abandoned Vehicles: Any tow so designated by the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3. SCOPE OF TOWING SERVICES**

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

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

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

#### **4. GENERAL STORAGE PROCEDURES**

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

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

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

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

## **5. RELEASING A VEHICLE**

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



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

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

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

## **6. TOW VEHICLE REQUIREMENTS**

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

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

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

F. Class D-A:

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

G. Class D-B:

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

H. Class D-C:

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

## **7. TOW VEHICLE EQUIPMENT REQUIREMENTS**

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

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

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

## **8. STORAGE FACILITIES**

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

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

## **9. PERSONNEL-CRIMINAL HISTORY**

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

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

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

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

## **10. PROHIBITED ACTS**

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



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

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

## **11. DISPATCH PROCEDURES**

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

## **12. COMPENSATION**

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

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

### **13. STORAGE RATES**

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

### **14. SITE AND VEHICLE INSPECTIONS**

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

### **15. RULES AND DIRECTIVES**

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

### **16. TERMINATION AND REMEDIES**

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

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

## **17. INSURANCE AND INDEMNIFICATION**

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

## **18. LIMITATION ON DAMAGES**

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

**19. CONTRACT TERM**

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

**20. INTEGRATION**

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

**21. SEVERABILITY**

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

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

----- Contractor (Print Name)	----- Signature	----- Date
----------------------------------	--------------------	---------------

----- Marsha Miller Interim City Administrator City of Lowell	----- Signature	----- Date
--	--------------------	---------------

**CITY OF LOWELL, OREGON**  
**Current Language**

**2.623 Planning Commission.** There is hereby established a Planning Commission for the City of Lowell under the following policy, unless specified otherwise by ORS 227.030, as amended.

The Planning Commission shall serve as a standing quasi-judicial and advisory body.

- (a) Membership: The Planning Commission shall consist of five members and meet the following criteria:
  - (1) Four members shall reside within the City of Lowell.
  - (2) One member may reside within the **City of Lowell Urban Growth Boundary (UGB)**
  - (3) **No two or more** members shall be engaged in the same kind of occupation, business, trade or profession.
- (b) Term of Office: Members of the Planning Commission shall serve a term of two years. Expiration of the terms shall be staggered such that the terms of three members expire of December 31<sup>st</sup> of odd numbered years and the terms of two members expire on December 31<sup>st</sup> of even numbered years.
- (c) Powers and Duties: The Commission shall review and make recommendations regarding planning, zoning, and development within the city, and shall have the powers and duties which are assigned by state law or city charter.
- (d) Reporting: An annual report describing the activities of the previous calendar year shall be submitted by January 31 of each year.

**CITY OF LOWELL, OREGON**

**PROPOSED LANGUAGE**

**AN ORDINANCE AMENDING LOWELL REVISED CODE, SECTION 2.623.**

**THE CITY OF LOWELL ORDAINS AS FOLLOWS:**

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

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

- (a) Membership: The Planning Commission shall consist of five members and meet the following criteria:
- (1) Four members shall reside within the City of Lowell.
  - (2) One member may reside within **the Rural Lowell Fire Protection District**
  - (3) **No more than two members** shall be engaged in the same kind of occupation, business, trade or profession.
- (b) Term of Office: Members of the Planning Commission shall serve a term of two years. Expiration of the terms shall be staggered such that the terms of three members expire of December 31<sup>st</sup> of odd numbered years and the terms of two members expire on December 31<sup>st</sup> of even numbered years.
- (c) Powers and Duties: The Commission shall review and make recommendations regarding planning, zoning, and development within the city, and shall have the powers and duties which are assigned by state law or city charter.
- (d) Reporting: An annual report describing the activities of the previous calendar year shall be submitted by January 31 of each year.

Lowell City Council: October 20, 2020  
Comments on New Business Item 1: Proposed Ordinance 302

Mr. Mayor, Councilors, and Madam Administrator.

Good Evening.

My name is Steve Paulson. I live at 520 Sunridge Lane.

I am here this evening to offer comments on proposed Ordinance 302 which suggests changes to Lowell Revised Code Section 2.623 related to membership requirements for the Lowell Planning Commission.

The summary notes that the Planning Commission is having trouble recruiting members. That by itself does not warrant changes in membership requirements.

This problem is not unique to the Planning Commission: 5 of your other Committees are short members.

Also, I will also note that Springfield, with a slightly larger population, currently has vacancies on 7 of its boards and commissions.

I oppose the changes to requirements for membership on the Planning Commission as written.

Contrary to what the summary says: the current requirements are not particularly restrictive.

First, with respect to the geographic boundary:

It is common for cities to restrict membership on their planning commissions to residents of the city and those living within the Urban Growth Boundary. They are the ones with skin in the game.

We do not need folks from outside the city and its urban growth boundary making decisions that impact us but not them. We need people with skin in the game and on whom, for instance, a zoning decision will have a direct affect on their livability.

Second, a key reason the Council originally put the restrictions on occupation, business, trade or profession is to prevent any one interest group from dominating the commission and to to make it more difficult for self-dealing to occur. On a planning commission this is primarily an issue with real estate related professions.

If you were to move this proposal forward you could consider language similar to this:

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

If you had a larger Planning Commission, say 7 members, you might consider raising this limit to two members.

This change would eliminate the restriction on other occupations, business, trades, etc.



Given the overall apparent lack of enthusiasm for taking up positions on your Commissions and Committees it appears that some marketing is in order. Give people a reason to be interested and make it clear to them what they are getting into.

One mechanism for doing this could be to provide expanded coverage of the Planning Commission, and eventually the others, in The Bridge.

It would also be helpful if the City web site showed the occupations of the current commission members

In summary, I recommend either no action or deferring this for further discussion and revision.

Thank you for your time and consideration.

Madam Administrator, for your written meeting record I will provide a copy of these comments to you electronically.

## RE: Transportation Rule for off Road Vehicles

neilritz@ci.oakridge.or.us <neilritz@ci.oakridge.or.us>

Wed 10/21/2020 4:55 PM

To: Marsha Miller <mmiller@ci.lowell.or.us>

Marsha

The following is the all terrain vehicle ORS, I also added the "highway" definition for reference. It looks like golf carts will be a bit tricky but the ones I have seen running around do not meet the minimum requirements. Let me know if you have any questions or need any additional information

Oakridge City ORD number 927

[https://www.ci.oakridge.or.us/sites/default/files/fileattachments/ordinance/20211/ordinance\\_927\\_2.pdf](https://www.ci.oakridge.or.us/sites/default/files/fileattachments/ordinance/20211/ordinance_927_2.pdf)

## ORS 821.190

### Unlawful operation of snowmobile or all-terrain vehicle on highway or railroad

(1) A person commits the offense of unlawful operation of an off-road vehicle on a highway or railroad if the person operates a vehicle described in subsection (2) of this section in any of the following described areas:

(a) On or across the paved portion, the shoulder, inside bank or slope of any highway, on or across the median of any divided highway or on or across any portion of a highway right of way under construction.

(b) On or across a railroad right of way.

(2) This section applies to:

(a) Snowmobiles.

(b) Class I all-terrain vehicles.

(c) Class II all-terrain vehicles that are not properly equipped for operation on a highway.

(d) Class III all-terrain vehicles.

(e) Class IV all-terrain vehicles.

(3) Exemptions from this section are established under ORS **821.055 (Operation of all-terrain vehicles on certain highways)** and **821.200 (Exemptions from general prohibition on operating on highway or railroad)**.

(4) In addition to penalties provided by this section, the operator or owner of a snowmobile or Class I, Class II, Class III or Class IV all-terrain vehicle may be liable as provided under ORS **821.310 (Treble damages for damage to property)**.

(5) The offense described in this section, unlawful operation of an off-road vehicle on a highway or railroad, is a Class B traffic violation. [1985 c.72 §2; 1985 c.459 §28 (enacted in lieu of 1983 c.338 §§724,725,726); 1989 c.991 §12; 1995 c.383 §111; 1999 c.372 §1; 2011 c.360 §24; 2017 c.453 §1]

## ORS 801.305<sup>1</sup>

- Must be certified to meet Federal Motor Vehicle Safety Standards (FMVSS) to be registered and operated on public streets, roads, or highways.
- Not be operated on any roadway with a speed limit above 35 mph.

An LSV must also be equipped with the following:

- Headlamps
- Front and rear turn signal lamps
- Taillamps
- Stop lamps
- Reflex reflectors: one red on each side as far to the rear as practicable, and one red on the rear
- Has a vehicle identification number (VIN) that complies with 49 CFR Part 565
- An exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror
- A parking brake
- A windshield that conforms to the Federal motor vehicle safety standard on glazing materials (49 CFR 571.205).
- A Type 1 or Type 2 seat belt assembly conforming to Sec. 571.209 of this part, Federal Motor Vehicle Safety Standard No. 209, Seat belt assemblies, installed at each designated seating position

Thank you

**Lt. Neil Ritz**

**Oakridge Police Department**

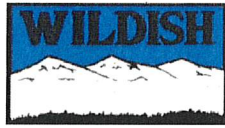
**Phone Number 541-782-4232**

Statement of Confidentiality

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**From:** Marsha Miller

**Sent:** Wednesday, October 21, 2020 10:13 AM



DATE: 10.26.20

Wildish CO#: 6R1

TO: City of Lowell (Civil West)

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

FROM: Wildish Construction Co., CCB #00695

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

**Clarifications:**

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

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

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

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

Thank You,

*Justin Besotes*

Justin Besotes

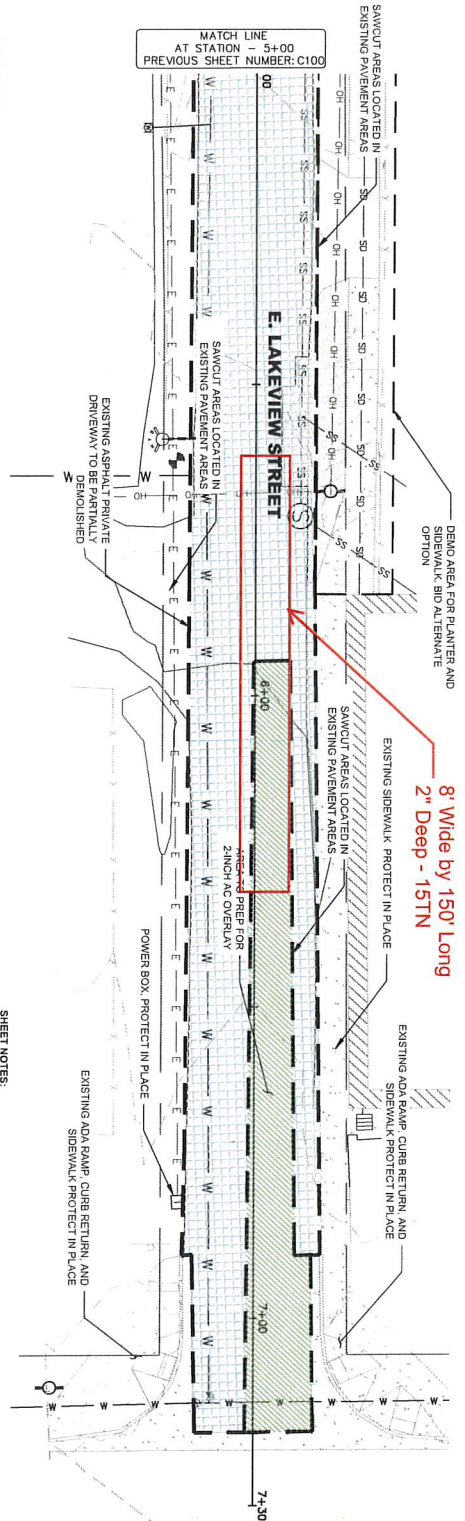


Street raveling during cold plane



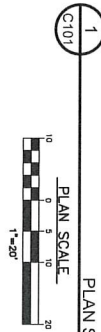


Existing Sub grade Soft Spots



QUANTITIES

SAW CUTTING	1740 LF
COLD PATCHING	1375 SY
DEEP REMOVAL	110 SY
DEMOLITION AREAS	



PLAN STA 5+00 TO 7+30

SHEET NOTES:

1. CONTRACTOR SHALL CONTACT "ONE CALL" FOR UTILITY LOCATES PRIOR TO THE START OF ANY EXCAVATION.
2. SAWCUT EXISTING AC PAVEMENT WHERE THE DEMO AREA ABUTS EXISTING PAVEMENT.
3. AREAS LABELED FOR GRIND AND OVERLAY PREPARE AREA FOR NEW OVERLAY OF ASPHALT CONCRETE PAVEMENT.
4. SAWCUT AND REMOVE SURFACE MATERIAL FROM EXISTING DRIVEWAYS AS SHOWN. PREPARE AREA FOR NEW ROADWAY.

Date	Sheet No.	CITY OF LOWELL LANE COUNTY, OREGON
	<b>C101</b>	LAKEVIEW STREET PAVEMENT AND UTILITY IMPROVEMENTS
	<b>APRIL 2020</b>	DEMOLITION PLAN

REV.	DATE	DESCRIPTION	BY

Designed By: MKC    Drawn By: MKC    Checked By: MDV  
Project No: 2101-018

**Civil West**  
Engineering Services, Inc.

213 Water Ave. NW, Suite 100    541-266-8601  
Albany, Oregon 97321    www.civilwest.com

REGISTERED PROFESSIONAL ENGINEER  
NOV 10 2009  
MATHEN D. WINDLINGTON  
83324PE  
RENEWALS: 06/30/2020