

**Lowell City Council
Regular Meeting
Tuesday, March 15, 2022 at 7 P.M.**

**Maggie Osgood Library
70 N. Pioneer Street
Lowell, OR 97452**

COVID-19 protocols are required for those attending in person, including mask wearing and social distancing.

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: admin@ci.lowell.or.us.

Regular Meeting Agenda

Call to Order/Roll Call/Pledge of Allegiance

Councilors: Mayor Bennett ___ Harris ___ Stratis ___ Weathers ___

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.

1. Check register for February 2022
2. Financial report for December 2021
3. Financial report for January 2022
4. Approval of the minutes for the February 15, 2022 regular meeting

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

City Council Meeting Agenda

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. 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.

Council Comments (three minutes per speaker)

Staff Reports

1. City Administrator report
2. Public Works report
3. Police report

Old Business

1. "Long-Term Residential Right-of-Way Use Agreement" with Lowell Investment Properties, LLC. – Discussion/ Possible action
 - a. The public hearing is now open at ____ (state time)
 - b. Staff report – Jeremy Caudle, City Administrator
 - c. Public comment
 - d. The public hearing is now closed at ____ (state time)

At this time, City Council may vote to approve, deny, or take any other action on the application for the "long-term residential right-of-way-use agreement."

New Business

1. Lake Town tentative subdivision plat approval – LU #2021-13 – Review Planning Commission recommendation for approval of a 16-lot subdivision for property located at Assessor's Map 19-01-14-13, Tax Lot 03700. – Discussion/Possible action
 - a. The public hearing is now open at ____ (state time)
 - b. Staff report – Henry Hearley, Associate Planner, Lane Council of Governments
 - c. Public comment
 - d. The public hearing is now closed at ____ (state time)

City Council Meeting Agenda

Recommended motion: "I move to accept the Planning Commission's recommendation for approval of the Lake Town tentative subdivision plat approval in lane use application file #2021-13 subject to the findings and conditions contained in the staff report."

2. Direction from City Council on question-and-answer forum for proposed Dollar General commercial business and four-plex multi-family residential development on N. Moss Street. – Discussion
3. Motion to approve Resolution #777, "A resolution adopting a supplemental budget for fiscal year 2021-2022 and making supplemental appropriations." – Discussion/Possible action
 - a. The public hearing is now open at ____ (state time)
 - b. Staff report – Jeremy Caudle, City Administrator
 - c. Public comment
 - d. The public hearing is now closed at ____ (state time)
4. Motion to authorize the City Administrator to sign a "Purchase and sale agreement and receipt for earnest money" and "Option agreement" with Lowell Investment Properties, LLC for the sale of 205 E. Main St. – Discussion/Possible action
5. Motion to approve Resolution #778, "A resolution authorizing the City Administrator to apply for funding through the Local Government Grant Program for the Rolling Rock Park Phase 1 project." – Discussion/Possible action
6. Review Blackberry Jam Festival Committee application from Marisa (Meesa) Anders – Discussion/ Possible action

Other Business

1. Receive updates from the Parks and Recreation Committee
 - a. List of priorities from the Parks and Recreation Committee

Presenter: Hall O'Regan, Committee Chair

Mayor Comments

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

Adjourn the Regular Meeting.

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
16848								
16848	Banner Bank	JANUARY 20	1	salt for Water Plant	230-490-6750	.00	89.70	89.70
16848	Banner Bank	JANUARY 20	2	ball and gate valves. meter shut of	230-490-6234	.00	301.10	301.10
16848	Banner Bank	JANUARY 20	3	Zoom	110-410-6122	.00	14.99	14.99
16848	Banner Bank	JANUARY 20	4	GoDaddy - BBJ domain name ren	314-490-6122	.00	29.16	29.16
16848	Banner Bank	JANUARY 20	5	finance charge	110-410-6238	.00	.64	.64
16848	Banner Bank	JANUARY 20	6	American Assoc. Notaries - Notar	110-410-6234	.00	65.80	65.80
16848	Banner Bank	JANUARY 20	7	One box	314-490-6122	.00	17.65	17.65
16848	Banner Bank	JANUARY 20	8	LL Bean - Transport bag	110-410-6234	.00	49.95	49.95
16848	Banner Bank	JANUARY 20	9	Zoro tools - poo bags	110-420-6330	.00	50.95	50.95
Total 16848:						.00		619.94
16849								
16849	Cascade Columbia	828208	1	2 Drums of Hypo and 2 Thiosulfat	240-490-6750	.00	1,019.50	1,019.50
Total 16849:						.00		1,019.50
16850								
16850	City of Lowell	JAN2022 WA	1	Water Service	110-410-6420	.00	100.23	100.23
16850	City of Lowell	JAN2022 WA	2	Water Service	110-420-6420	.00	272.60	272.60
16850	City of Lowell	JAN2022 WA	3	Water Service	110-450-6420	.00	7.54	7.54
16850	City of Lowell	JAN2022 WA	4	Water Service	220-490-6420	.00	3.01	3.01
16850	City of Lowell	JAN2022 WA	5	Water Service	230-490-6420	.00	35.93	35.93
16850	City of Lowell	JAN2022 WA	6	Water Service	240-490-6420	.00	1,192.16	1,192.16
16850	City of Lowell	JAN2022 WA	7	Sewer Service	110-410-6425	.00	233.38	233.38
16850	City of Lowell	JAN2022 WA	8	Sewer Service	110-420-6425	.00	127.88	127.88
16850	City of Lowell	JAN2022 WA	9	Sewer Service	110-450-6425	.00	15.99	15.99
16850	City of Lowell	JAN2022 WA	10	Sewer Service	220-490-6425	.00	6.39	6.39
16850	City of Lowell	JAN2022 WA	11	Sewer Service	230-490-6425	.00	63.94	63.94
16850	City of Lowell	JAN2022 WA	12	Sewer Service	240-490-6425	.00	575.46	575.46
Total 16850:						.00		2,634.51
16851								
16851	Consolidated Supplys	S010662656.	1	Shut off VAlves and Handles for N	230-490-6234	.00	2,288.18	2,288.18
Total 16851:						.00		2,288.18
16852								
16852	J & K Electrical LLC	7398A	1	taking Decorations down at Rollin	110-420-6330	.00	514.00	514.00
Total 16852:						.00		514.00
16853								
16853	Lane County Waste Mgmt.	PWA000108	1	Sweeping and striping City streets	312-490-6330	.00	507.78	507.78
Total 16853:						.00		507.78
16854								
16854	Lane Electric Cooperative	JAN2022 EL	1	Electricity	110-410-6430	.00	370.84	370.84

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
16854	Lane Electric Cooperative	JAN2022 EL	2	Electricity	110-420-6430	.00	179.01	179.01
16854	Lane Electric Cooperative	JAN2022 EL	3	Electricity	110-450-6430	.00	46.97	46.97
16854	Lane Electric Cooperative	JAN2022 EL	4	Electricity	110-470-6326	.00	66.37	66.37
16854	Lane Electric Cooperative	JAN2022 EL	5	Electricity	220-490-6430	.00	18.79	18.79
16854	Lane Electric Cooperative	JAN2022 EL	6	Electricity	230-490-6430	.00	1,574.39	1,574.39
16854	Lane Electric Cooperative	JAN2022 EL	7	Electricity	240-490-6430	.00	2,259.60	2,259.60
16854	Lane Electric Cooperative	JAN2022 EL	8	Electricity	312-490-6430	.00	965.98	965.98
Total 16854:						.00		5,481.95
16855								
16855	Penny Hummel Consulting	1215	1	Operational Support/ Consulting	110-450-6128	.00	2,185.75	2,185.75
Total 16855:						.00		2,185.75
16856								
16856	Renewable Resource Grou	145240,1453	1	Invoice 145240 BOD, TSS	240-490-6755	.00	196.20	196.20
16856	Renewable Resource Grou	145240,1453	2	Invoice 145304 E-Coli	240-490-6755	.00	62.10	62.10
16856	Renewable Resource Grou	145240,1453	3	Invoice 145458 BOD, TSS	240-490-6755	.00	196.20	196.20
Total 16856:						.00		454.50
16857								
16857	Sanders, Tim	89	1	Monthly DRC fee for Collections	240-490-6128	.00	300.00	300.00
Total 16857:						.00		300.00
16858								
16858	Travel Lane County	16814	1	Dues	110-470-6224	.00	295.00	295.00
Total 16858:						.00		295.00
16859								
16859	Bridge Town Market	JAN 2022	1	Mower and 2017 Ram	110-420-6710	.00	88.93	88.93
16859	Bridge Town Market	JAN 2022	2	Fuel	230-490-6710	.00	37.50	37.50
16859	Bridge Town Market	JAN 2022	3	Fuel	240-490-6710	.00	74.74	74.74
16859	Bridge Town Market	JAN 2022	4	Batteries for Line Locator	230-490-6234	.00	9.69	9.69
Total 16859:						.00		210.86
16860								
16860	Caselle	115196 FEB	1	Contract Support and Maintenanc	110-410-6122	.00	234.34	234.34
16860	Caselle	115196 FEB	2	Contract Support and Maintenanc	110-420-6122	.00	78.60	78.60
16860	Caselle	115196 FEB	3	Contract Support and Maintenanc	110-450-6122	.00	50.65	50.65
16860	Caselle	115196 FEB	4	Contract Support and Maintenanc	110-440-6122	.00	17.50	17.50
16860	Caselle	115196 FEB	5	Contract Support and Maintenanc	220-490-6122	.00	23.70	23.70
16860	Caselle	115196 FEB	6	Contract Support and Maintenanc	230-490-6122	.00	374.11	374.11
16860	Caselle	115196 FEB	7	Contract Support and Maintenanc	240-490-6122	.00	374.11	374.11
16860	Caselle	115196 FEB	8	Contract Support and Maintenanc	312-490-6122	.00	81.55	81.55
16860	Caselle	115196 FEB	9	Contract Support and Maintenanc	314-490-6122	.00	12.40	12.40
Total 16860:						.00		1,246.96
16861								
16861	Century Link	FEB 2022	1	Telephone Service	110-410-6440	.00	123.34	123.34
16861	Century Link	FEB 2022	2	Telephone Service	110-450-6440	.00	32.08	32.08

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
16861	Century Link	FEB 2022	3	Telephone Service	220-490-6440	.00	17.27	17.27
16861	Century Link	FEB 2022	4	Internet Service	230-490-6435	.00	75.00	75.00
16861	Century Link	FEB 2022	5	Telephone Service	230-490-6440	.00	59.52	59.52
16861	Century Link	FEB 2022	6	Telephone Service	240-490-6440	.00	115.38	115.38
16861	Century Link	FEB 2022	7	Telephone Service	240-490-6440	.00	44.97	44.97
16861	Century Link	FEB 2022 1	1	Telephone Service	230-490-6440	.00	79.50	79.50
Total 16861:						.00		547.06
16862								
16862	City of Oakridge	FEB 0056-02	1	Police Service	110-430-6118	.00	2,534.60	2,534.60
Total 16862:						.00		2,534.60
16863								
16863	Civil West Engineering Ser	2101.001.00	1	Engineering Service	110-440-6116	.00	412.50	412.50
16863	Civil West Engineering Ser	2101.001.00	2	Water Master Plan	230-490-6116	.00	12,168.63	12,168.63
16863	Civil West Engineering Ser	2101.001.00	3	Engineering Service Parks	110-440-6116	.00	2,035.50	2,035.50
Total 16863:						.00		14,616.63
16864								
16864	Gatehouse Eugene - Adver	0000110386	1	Public Notice	110-410-6220	.00	279.52	279.52
Total 16864:						.00		279.52
16865								
16865	Guardian Fire System Sout	8202	1	Annual Fire Extinguisher Mainten	110-410-6320	.00	24.00	24.00
16865	Guardian Fire System Sout	8202	2	Annual fire Extinguisher Maintena	230-490-6324	.00	79.00	79.00
16865	Guardian Fire System Sout	8202	3	Annual Fire Extinguisher Mainten	240-490-6324	.00	48.00	48.00
16865	Guardian Fire System Sout	8202	4	Recharge Fire Extinguisher	240-490-6324	.00	50.00	50.00
16865	Guardian Fire System Sout	8202	5	New 5 #ABC	240-490-6324	.00	60.00	60.00
Total 16865:						.00		261.00
16866								
16866	Hunter Communications	181945	1	Internet Service	110-410-6435	.00	120.21	120.21
16866	Hunter Communications	181945	2	Internet Service	110-450-6435	.00	46.24	46.24
16866	Hunter Communications	181945	3	Internet Service	220-490-6435	.00	18.49	18.49
Total 16866:						.00		184.94
16867								
16867	Lane Council of Governme	82170 & 821	1	Planning Service - Floodplain Cod	110-440-6128	.00	4,539.27	4,539.27
16867	Lane Council of Governme	82170 & 821	2	IT Service	110-410-6122	.00	817.54	817.54
16867	Lane Council of Governme	82170 & 821	3	General Planning	110-440-6522	.00	398.26	398.26
16867	Lane Council of Governme	82170 & 821	4	Planning Service - Sunset Hills	110-440-6128	.00	179.22	179.22
16867	Lane Council of Governme	82170 & 821	5	Planning Service - Valencia Site R	110-440-6128	.00	1,732.38	1,732.38
16867	Lane Council of Governme	82170 & 821	6	Planning Service - Valencia Subdi	110-440-6128	.00	358.42	358.42
16867	Lane Council of Governme	82170 & 821	7	Direct Charges for Mailings	110-410-6128	.00	21.57	21.57
Total 16867:						.00		8,046.66
16868								
16868	Lane County Waste Mgmt.	PWA000108	1	Sweeping	312-490-6330	.00	640.38	640.38

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
Total 16868:						.00		640.38
16869								
16869	Lowell Mini Storage	FEBRUARY	1	Storage Rental Unit #L029	314-490-6705	.00	80.00	80.00
Total 16869:						.00		80.00
16870								
16870	LUCC	022	1	Annual Membership	230-490-6220	.00	50.00	50.00
16870	LUCC	022	2	Annual Membership	240-490-6220	.00	50.00	50.00
Total 16870:						.00		100.00
16871								
16871	Nichols, Layli	JAN 2022	1	Consulting Services	110-410-6114	.00	351.75	351.75
16871	Nichols, Layli	JAN 2022	2	Consulting Services	312-490-6114	.00	117.25	117.25
16871	Nichols, Layli	JAN 2022	3	Consulting Services	230-490-6114	.00	351.75	351.75
16871	Nichols, Layli	JAN 2022	4	Consulting Services	240-490-6114	.00	351.75	351.75
Total 16871:						.00		1,172.50
16872								
16872	Northwest Code Profession	3839	1	Building Permit Cost	220-490-6150	.00	2,446.95	2,446.95
16872	Northwest Code Profession	3839	2	Electrical Permit Cost	220-490-6152	.00	191.25	191.25
Total 16872:						.00		2,638.20
16873								
16873	Pacific Office Automation In	5018715035	1	Postage machine	110-410-6128	.00	39.33	39.33
16873	Pacific Office Automation In	5018715035	2	Postage machine	230-490-6128	.00	78.65	78.65
16873	Pacific Office Automation In	5018715035	3	Postage machine	240-490-6128	.00	78.65	78.65
Total 16873:						.00		196.63
16874								
16874	Renewable Resource Grou	145534	1	Invoice 145564 E-Coli	240-490-6755	.00	62.10	62.10
16874	Renewable Resource Grou	145534	2	Invoice 145665 BOD, TSS	240-490-6755	.00	196.20	196.20
16874	Renewable Resource Grou	145534	3	Invoice 145727 E-Coli	240-490-6755	.00	62.10	62.10
16874	Renewable Resource Grou	145534	4	Invoice 145534 Bac-T	230-490-6755	.00	45.90	45.90
Total 16874:						.00		366.30
16875								
16875	SaniPac	4108409501	1	Refuse Services	230-490-6445	.00	89.48	89.48
16875	SaniPac	4108409501	2	Refuse Services	240-490-6445	.00	89.47	89.47
Total 16875:						.00		178.95
16876								
16876	Segarra Law, LLC	JAN 2022 C	1	Municipal Court Judge	110-480-6120	.00	330.00	330.00
Total 16876:						.00		330.00
16877								
16877	Southside Bank	FEBRUARY	1	Main Street Property - Interest	110-800-7510	.00	667.28	667.28

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
Total 16877:						.00		667.28
16878								
16878	Traffic Logix	SIN14828	1	Web Director Annual Service Fee-	312-490-6128	.00	400.00	400.00
Total 16878:						.00		400.00
16879								
16879	U.S. Equipment Finance	464408616	1	Copier Contract	110-410-6124	.00	147.98	147.98
Total 16879:						.00		147.98
16880								
16880	Verizon Wireless	9897920222	1	Cell Phone, tablet	110-410-6440	.00	89.91	89.91
16880	Verizon Wireless	9897920222	2	Cell Phone, tablet	230-490-6440	.00	108.01	108.01
16880	Verizon Wireless	9897920222	3	Cell Phone	240-490-6440	.00	68.04	68.04
Total 16880:						.00		265.96
16881								
16881	Wilson Architecture	21031-07	1	Library Renovation Project	110-450-8225	.00	3,445.00	3,445.00
Total 16881:						.00		3,445.00
16882								
16882	Pacific Office Automation In	920811	1	Postbase Machine Feed Brush	110-410-6324	.00	90.00	90.00
16882	Pacific Office Automation In	920811	2	Postbase Machine Hicap Ink Cartr	110-410-6324	.00	422.00	422.00
16882	Pacific Office Automation In	920811	3	Postbase Lower Felt	110-410-6324	.00	54.00	54.00
Total 16882:						.00		566.00
Grand Totals:						.00		55,424.52

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
110-2125	.00	24,359.81-	24,359.81-
110-410-6114	351.75	.00	351.75
110-410-6122	1,066.87	.00	1,066.87
110-410-6124	147.98	.00	147.98
110-410-6128	60.90	.00	60.90
110-410-6220	279.52	.00	279.52
110-410-6234	115.75	.00	115.75
110-410-6238	.64	.00	.64
110-410-6320	24.00	.00	24.00
110-410-6324	566.00	.00	566.00
110-410-6420	100.23	.00	100.23
110-410-6425	233.38	.00	233.38
110-410-6430	370.84	.00	370.84
110-410-6435	120.21	.00	120.21
110-410-6440	213.25	.00	213.25
110-420-6122	78.60	.00	78.60

GL Account	Debit	Credit	Proof
110-420-6330	564.95	.00	564.95
110-420-6420	272.60	.00	272.60
110-420-6425	127.88	.00	127.88
110-420-6430	179.01	.00	179.01
110-420-6710	88.93	.00	88.93
110-430-6118	2,534.60	.00	2,534.60
110-440-6116	2,448.00	.00	2,448.00
110-440-6122	17.50	.00	17.50
110-440-6128	6,809.29	.00	6,809.29
110-440-6522	398.26	.00	398.26
110-450-6122	50.65	.00	50.65
110-450-6128	2,185.75	.00	2,185.75
110-450-6420	7.54	.00	7.54
110-450-6425	15.99	.00	15.99
110-450-6430	46.97	.00	46.97
110-450-6435	46.24	.00	46.24
110-450-6440	32.08	.00	32.08
110-450-8225	3,445.00	.00	3,445.00
110-470-6224	295.00	.00	295.00
110-470-6326	66.37	.00	66.37
110-480-6120	330.00	.00	330.00
110-800-7510	667.28	.00	667.28
220-2125	.00	2,725.85-	2,725.85-
220-490-6122	23.70	.00	23.70
220-490-6150	2,446.95	.00	2,446.95
220-490-6152	191.25	.00	191.25
220-490-6420	3.01	.00	3.01
220-490-6425	6.39	.00	6.39
220-490-6430	18.79	.00	18.79
220-490-6435	18.49	.00	18.49
220-490-6440	17.27	.00	17.27
230-2125	.00	17,959.98-	17,959.98-
230-490-6114	351.75	.00	351.75
230-490-6116	12,168.63	.00	12,168.63
230-490-6122	374.11	.00	374.11
230-490-6128	78.65	.00	78.65
230-490-6220	50.00	.00	50.00
230-490-6234	2,598.97	.00	2,598.97
230-490-6324	79.00	.00	79.00
230-490-6420	35.93	.00	35.93
230-490-6425	63.94	.00	63.94
230-490-6430	1,574.39	.00	1,574.39
230-490-6435	75.00	.00	75.00
230-490-6440	247.03	.00	247.03
230-490-6445	89.48	.00	89.48
230-490-6710	37.50	.00	37.50
230-490-6750	89.70	.00	89.70
230-490-6755	45.90	.00	45.90
240-2125	.00	7,526.73-	7,526.73-
240-490-6114	351.75	.00	351.75
240-490-6122	374.11	.00	374.11
240-490-6128	378.65	.00	378.65
240-490-6220	50.00	.00	50.00
240-490-6324	158.00	.00	158.00
240-490-6420	1,192.16	.00	1,192.16
240-490-6425	575.46	.00	575.46
240-490-6430	2,259.60	.00	2,259.60

GL Account	Debit	Credit	Proof
240-490-6440	228.39	.00	228.39
240-490-6445	89.47	.00	89.47
240-490-6710	74.74	.00	74.74
240-490-6750	1,019.50	.00	1,019.50
240-490-6755	774.90	.00	774.90
312-2125	.00	2,712.94-	2,712.94-
312-490-6114	117.25	.00	117.25
312-490-6122	81.55	.00	81.55
312-490-6128	400.00	.00	400.00
312-490-6330	1,148.16	.00	1,148.16
312-490-6430	965.98	.00	965.98
314-2125	.00	139.21-	139.21-
314-490-6122	59.21	.00	59.21
314-490-6705	80.00	.00	80.00
Grand Totals:	55,424.52	55,424.52-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

Bank.Name = "General"

CITY OF LOWELL
 COMBINED CASH INVESTMENT
 DECEMBER 31, 2021

COMBINED CASH ACCOUNTS

999-1111	CASH IN BANK - CHECKING	462,287.40
999-1115	CASH IN BANK - LGIP	1,015,975.37
		<hr/>
	TOTAL COMBINED CASH	1,478,262.77
999-1110	CASH ALLOCATED TO FUNDS	(1,478,262.77)
		<hr/>
	TOTAL UNALLOCATED CASH	<u>.00</u>

CASH ALLOCATION RECONCILIATION

110	ALLOCATION TO GENERAL FUND	338,430.57
220	ALLOCATION TO BUILDING FUND	41,799.54
230	ALLOCATION TO WATER FUND	145,766.49
240	ALLOCATION TO SEWER FUND	150,890.39
312	ALLOCATION TO STREET FUND	87,091.73
314	ALLOCATION TO BLACKBERRY JAM FUND	11,668.98
410	ALLOCATION TO PARKS SDC FUND	71,614.94
412	ALLOCATION TO STREETS SDC FUND	57,833.58
430	ALLOCATION TO WATER SDC FUND	339,170.11
440	ALLOCATION TO SEWER SDC FUND	121,756.96
445	ALLOCATION TO STORMWATER SDC FUND	57,087.59
520	ALLOCATION TO WATER RESERVE FUND	39,399.33
521	ALLOCATION TO SEWER RESERVE FUND	15,752.56
		<hr/>
	TOTAL ALLOCATIONS TO OTHER FUNDS	1,478,262.77
	ALLOCATION FROM COMBINED CASH FUND - 999-1110	(1,478,262.77)
		<hr/>
	ZERO PROOF IF ALLOCATIONS BALANCE	<u>.00</u>

CITY OF LOWELL
BALANCE SHEET
DECEMBER 31, 2021

GENERAL FUND

ASSETS

110-1110	ALLOCATED CASH	120,640.57	
110-1115	CASH IN BANK - LGIP	217,790.00	
110-1120	PETTY CASH	250.00	
110-1620	INVENTORY	308,934.79	
110-1710	LAND	2,595,845.69	
110-1720	BUILDINGS & FACILITIES	430,908.77	
110-1730	EQUIPMENT & FURNISHINGS	28,874.28	
110-1740	VEHICLES & ROLLING STOCK	40,847.50	
110-1750	INFRASTRUCTURE	32,762.99	
110-1795	CONSTRUCTION IN PROGRESS	14,195.83	
110-1820	AD - BUILDINGS & FACILITIES	(187,520.17)	
110-1830	AD - EQUIPMENT & FURNISHINGS	(7,893.90)	
110-1840	AD - VEHICLES & ROLLING STOCK	(13,908.46)	
110-1850	AD - INFRASTRUCTURE	(15,469.63)	
	TOTAL ASSETS		3,566,258.26

LIABILITIES AND EQUITY

LIABILITIES

110-2205	WAGES PAYABLE	2,228.65	
110-2210	PAYROLL TAXES PAYABLE	898.90	
110-2245	HEALTH INSURANCE PAYABLE	11,295.72	
110-2250	RETIREMENT PAYABLE	940.74	
110-2255	DEFERRED COMP PAYABLE	30.01	
110-2510	BAIL HELD	1,970.00	
110-2515	CET TAX COLLECTED	13,261.36	
110-2525	OTHER DEPOSITS	103.00	
110-2750	LONG TERM DEBT	803,036.97	
	TOTAL LIABILITIES		833,765.35

FUND EQUITY

110-3100	BEGINNING FUND BALANCE	205,803.47	
110-3275	GASB - FIXED ASSETS	3,227,577.69	
110-3277	GAAP - LONG TERM DEBT	(803,036.97)	
	REVENUE OVER EXPENDITURES - YTD	102,148.72	
	BALANCE - CURRENT DATE	102,148.72	
	TOTAL FUND EQUITY		2,732,492.91
	TOTAL LIABILITIES AND EQUITY		3,566,258.26

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
110-310-4112	3,394.99	169,610.39	153,139.00	(16,471.39)	110.8
110-310-4114	40.69	1,707.09	2,600.00	892.91	65.7
	<u>3,435.68</u>	<u>171,317.48</u>	<u>155,739.00</u>	<u>(15,578.48)</u>	<u>110.0</u>
<u>INVESTMENT EARNINGS</u>					
110-315-4125	85.13	615.66	2,500.00	1,884.34	24.6
	<u>85.13</u>	<u>615.66</u>	<u>2,500.00</u>	<u>1,884.34</u>	<u>24.6</u>
<u>INTERGOVERNMENTAL</u>					
110-320-4132	.00	5,810.28	11,000.00	5,189.72	52.8
110-320-4134	69.24	507.30	3,407.00	2,899.70	14.9
110-320-4136	1,935.29	10,723.27	22,000.00	11,276.73	48.7
110-320-4148	606.61	1,178.66	6,000.00	4,821.34	19.6
	<u>2,611.14</u>	<u>18,219.51</u>	<u>42,407.00</u>	<u>24,187.49</u>	<u>43.0</u>
<u>GRANT REVENUES</u>					
110-325-4151	.00	78,436.55	140,000.00	61,563.45	56.0
110-325-4152	.00	10,586.00	10,200.00	(386.00)	103.8
110-325-4155	.00	.00	225,500.00	225,500.00	.0
110-325-4158	.00	1,000.00	.00	(1,000.00)	.0
110-325-4160	.00	.00	240,000.00	240,000.00	.0
	<u>.00</u>	<u>90,022.55</u>	<u>615,700.00</u>	<u>525,677.45</u>	<u>14.6</u>
<u>FRANCHISE FEES</u>					
110-330-4310	.00	3,433.81	5,900.00	2,466.19	58.2
110-330-4312	.00	27,903.96	53,000.00	25,096.04	52.7
110-330-4316	.00	.00	3,000.00	3,000.00	.0
110-330-4318	1,243.56	8,851.46	18,500.00	9,648.54	47.9
110-330-4320	1,571.47	8,102.94	20,335.00	12,232.06	39.9
	<u>2,815.03</u>	<u>48,292.17</u>	<u>100,735.00</u>	<u>52,442.83</u>	<u>47.9</u>

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LICENSES & PERMITS</u>					
110-335-4352	.00	4,250.00	15,000.00	10,750.00	28.3
110-335-4354	.00	20.00	275.00	255.00	7.3
110-335-4360	.00	279.00	800.00	521.00	34.9
	.00	4,549.00	16,075.00	11,526.00	28.3
<u>CHARGES FOR SERVICE</u>					
110-340-4410	14.25	167.20	1,030.00	862.80	16.2
110-340-4415	.00	.00	250.00	250.00	.0
110-340-4417	225.00	550.00	515.00	(35.00)	106.8
110-340-4419	.00	.00	100.00	100.00	.0
110-340-4421	259.95	3,741.31	4,005.00	263.69	93.4
110-340-4423	.00	.00	125.00	125.00	.0
	499.20	4,458.51	6,025.00	1,566.49	74.0
<u>SDC REVENUE</u>					
110-345-4511	47.00	611.00	735.00	124.00	83.1
	47.00	611.00	735.00	124.00	83.1
<u>FINES & FORFEITURES</u>					
110-350-4625	40.00	3,083.19	3,146.00	62.81	98.0
	40.00	3,083.19	3,146.00	62.81	98.0
<u>LOAN PAYMENTS & PROCEEDS</u>					
110-360-4225	.00	.00	500,000.00	500,000.00	.0
	.00	.00	500,000.00	500,000.00	.0
<u>OTHER REVENUE</u>					
110-370-4825	300.00	301.85	.00	(301.85)	.0
110-370-4826	(55.00)	(55.00)	.00	55.00	.0
110-370-4849	.00	.00	418,700.00	418,700.00	.0
	245.00	246.85	418,700.00	418,453.15	.1

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FUNDRAISING & EVENT REVENUE</u>					
110-380-4865 LIBRARY CAPITAL CAMPAIGN	7,620.00	7,620.00	.00	(7,620.00)	.0
TOTAL FUNDRAISING & EVENT REVENUE	7,620.00	7,620.00	.00	(7,620.00)	.0
<u>MISCELLANEOUS REVENUE</u>					
110-385-4895 MISCELLANEOUS REVENUE	.00	468.84	2,250.00	1,781.16	20.8
TOTAL MISCELLANEOUS REVENUE	.00	468.84	2,250.00	1,781.16	20.8
TOTAL FUND REVENUE	17,398.18	349,504.76	1,864,012.00	1,514,507.24	18.8

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
<u>PERSONAL SERVICES</u>					
110-410-5110	1,487.50	9,950.01	17,850.00	7,899.99	55.7
110-410-5114	374.88	3,208.08	5,828.00	2,619.92	55.1
110-410-5158	148.77	993.90	2,195.00	1,201.10	45.3
110-410-5220	.00	30.07	84.00	53.93	35.8
110-410-5315	153.84	1,084.85	1,978.00	893.15	54.9
110-410-5320	10.68	36.50	457.00	420.50	8.0
110-410-5350	.00	.00	1,728.00	1,728.00	.0
110-410-5410	810.71	2,449.80	3,901.00	1,451.20	62.8
110-410-5450	321.21	2,356.66	5,095.00	2,738.34	46.3
	<u>3,307.59</u>	<u>20,109.87</u>	<u>39,116.00</u>	<u>19,006.13</u>	<u>51.4</u>
<u>TOTAL PERSONAL SERVICES</u>					
 <u>MATERIALS & SERVICES</u>					
110-410-6110	5,775.00	5,775.00	5,500.00	(275.00)	105.0
110-410-6112	.00	1,204.37	2,500.00	1,295.63	48.2
110-410-6114	351.75	2,371.25	6,215.00	3,843.75	38.2
110-410-6122	339.33	5,859.98	12,000.00	6,140.02	48.8
110-410-6124	147.98	887.88	2,250.00	1,362.12	39.5
110-410-6128	39.33	1,174.36	12,500.00	11,325.64	9.4
110-410-6210	.00	1,033.45	6,426.00	5,392.55	16.1
110-410-6220	384.94	2,078.36	1,400.00	(678.36)	148.5
110-410-6222	.00	.00	1,200.00	1,200.00	.0
110-410-6226	34.53	432.73	500.00	67.27	86.6
110-410-6228	.00	293.85	500.00	206.15	58.8
110-410-6230	70.47	1,933.84	2,000.00	66.16	96.7
110-410-6234	.00	308.76	1,000.00	691.24	30.9
110-410-6238	2.18	169.40	1,000.00	830.60	16.9
110-410-6240	.00	.00	5,700.00	5,700.00	.0
110-410-6290	9.00	272.38	500.00	227.62	54.5
110-410-6320	.00	12.00	1,000.00	988.00	1.2
110-410-6324	.00	.00	100.00	100.00	.0
110-410-6334	.00	.00	2,000.00	2,000.00	.0
110-410-6420	102.99	1,788.96	1,398.00	(390.96)	128.0
110-410-6425	233.38	1,393.49	825.00	(568.49)	168.9
110-410-6430	289.57	1,255.78	2,100.00	844.22	59.8
110-410-6435	120.21	721.26	1,322.00	600.74	54.6
110-410-6440	342.98	1,253.03	1,875.00	621.97	66.8
110-410-6445	.00	407.59	120.00	(287.59)	339.7
110-410-6510	.00	.00	2,000.00	2,000.00	.0
110-410-6512	.00	548.82	650.00	101.18	84.4
	<u>8,243.64</u>	<u>31,176.54</u>	<u>74,581.00</u>	<u>43,404.46</u>	<u>41.8</u>
<u>TOTAL MATERIALS & SERVICES</u>					

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
110-410-8225 BUILDINGS & FACILITIES	.00	.00	185,700.00	185,700.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	185,700.00	185,700.00	.0
TOTAL ADMINISTRATION	11,551.23	51,286.41	299,397.00	248,110.59	17.1
 <u>PARKS & RECREATION</u>					
<u>PERSONAL SERVICES</u>					
110-420-5110 CITY ADMINISTRATOR	371.88	2,397.73	4,463.00	2,065.27	53.7
110-420-5150 PUBLIC WORKS DIRECTOR	322.75	2,055.97	3,798.00	1,742.03	54.1
110-420-5152 UTILITY WORKER I	747.36	4,703.14	4,551.00	(152.14)	103.3
110-420-5154 UTILITY WORKER II	.00	.00	4,551.00	4,551.00	.0
110-420-5156 TEMPORARY/SEASONAL	.00	2,564.00	3,028.00	464.00	84.7
110-420-5158 MAINTENANCE WORKER I	743.79	4,969.27	10,976.00	6,006.73	45.3
110-420-5220 OVERTIME	121.89	845.28	1,409.00	563.72	60.0
110-420-5315 SOCIAL SECURITY/MEDICARE	176.58	1,341.65	2,512.00	1,170.35	53.4
110-420-5320 WORKER'S COMP	131.54	428.02	1,670.00	1,241.98	25.6
110-420-5350 UNEMPLOYMENT	.00	.00	2,328.00	2,328.00	.0
110-420-5410 HEALTH INSURANCE	900.14	2,702.42	4,384.00	1,681.58	61.6
110-420-5450 PUBLIC EMPLOYEES RETIREMENT	453.01	2,928.77	6,444.00	3,515.23	45.5
TOTAL PERSONAL SERVICES	3,968.94	24,936.25	50,114.00	25,177.75	49.8

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
110-420-6122	78.60	468.85	.00	(468.85)	.0
110-420-6128	.00	1,609.37	20,000.00	18,390.63	8.1
110-420-6210	.00	1,826.14	1,861.00	34.86	98.1
110-420-6234	303.47	2,460.48	2,000.00	(460.48)	123.0
110-420-6238	.00	.00	4.00	4.00	.0
110-420-6290	285.00	285.00	500.00	215.00	57.0
110-420-6320	.00	200.00	3,000.00	2,800.00	6.7
110-420-6324	2,124.30	2,390.83	2,000.00	(390.83)	119.5
110-420-6328	.00	.00	1,000.00	1,000.00	.0
110-420-6330	110.16	1,811.77	2,000.00	188.23	90.6
110-420-6334	.00	7,001.80	11,000.00	3,998.20	63.7
110-420-6339	11.00	5,813.30	10,000.00	4,186.70	58.1
110-420-6420	276.92	3,998.95	25,000.00	21,001.05	16.0
110-420-6425	127.88	763.56	1,650.00	886.44	46.3
110-420-6430	175.16	977.14	2,129.00	1,151.86	45.9
110-420-6445	.00	.00	365.00	365.00	.0
110-420-6535	.00	1,140.00	.00	(1,140.00)	.0
110-420-6710	.00	959.66	1,500.00	540.34	64.0
TOTAL MATERIALS & SERVICES	3,492.49	31,706.85	84,009.00	52,302.15	37.7
<u>CAPITAL OUTLAY</u>					
110-420-8520	4,877.50	10,427.14	740,000.00	729,572.86	1.4
TOTAL CAPITAL OUTLAY	4,877.50	10,427.14	740,000.00	729,572.86	1.4
TOTAL PARKS & RECREATION	12,338.93	67,070.24	874,123.00	807,052.76	7.7
<u>POLICE</u>					
<u>MATERIALS & SERVICES</u>					
110-430-6118	2,534.60	14,246.81	29,530.00	15,283.19	48.3
TOTAL MATERIALS & SERVICES	2,534.60	14,246.81	29,530.00	15,283.19	48.3
TOTAL POLICE	2,534.60	14,246.81	29,530.00	15,283.19	48.3
<u>COMMUNITY DEVELOPMENT</u>					

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONAL SERVICES</u>					
110-440-5110 CITY ADMINISTRATOR	371.88	2,397.73	4,463.00	2,065.27	53.7
110-440-5315 SOCIAL SECURITY/MEDICARE	28.46	183.49	341.00	157.51	53.8
110-440-5320 WORKER'S COMP	.68	2.44	68.00	65.56	3.6
110-440-5350 UNEMPLOYMENT	.00	.00	360.00	360.00	.0
110-440-5410 HEALTH INSURANCE	107.40	302.02	484.00	181.98	62.4
110-440-5450 PUBLIC EMPLOYEES RETIREMENT	73.00	483.04	876.00	392.96	55.1
TOTAL PERSONAL SERVICES	581.42	3,368.72	6,592.00	3,223.28	51.1
<u>MATERIALS & SERVICES</u>					
110-440-6116 ENGINEERING SERVICES	1,118.84	14,184.26	20,000.00	5,815.74	70.9
110-440-6122 IT SERVICES	17.50	103.90	.00	(103.90)	.0
110-440-6128 OTHER CONTRACT SERVICES	.00	7,505.49	10,000.00	2,494.51	75.1
110-440-6210 INSURANCE & BONDS	.00	264.49	.00	(264.49)	.0
110-440-6220 PUBLICATIONS, PRINTING & DUES	.00	.00	100.00	100.00	.0
110-440-6226 POSTAGE	10.79	85.79	175.00	89.21	49.0
110-440-6290 MISCELLANEOUS	.00	.00	250.00	250.00	.0
110-440-6522 LAND USE & DEVELOPMENT COSTS	.00	10,316.75	20,000.00	9,683.25	51.6
TOTAL MATERIALS & SERVICES	1,147.13	32,460.68	50,525.00	18,064.32	64.3
<u>CAPITAL OUTLAY</u>					
110-440-8225 BUILDINGS & FACILITIES	3,100.00	17,858.94	10,000.00	(7,858.94)	178.6
TOTAL CAPITAL OUTLAY	3,100.00	17,858.94	10,000.00	(7,858.94)	178.6
TOTAL COMMUNITY DEVELOPMENT	4,828.55	53,688.34	67,117.00	13,428.66	80.0
<u>LIBRARY</u>					
<u>PERSONAL SERVICES</u>					
110-450-5130 LIBRARIAN/SPECIAL EVENTS	.00	.00	16,380.00	16,380.00	.0
110-450-5156 TEMPORARY/ SEASONAL	.00	512.82	606.00	93.18	84.6
110-450-5158 MAINTENANCE WORKER I	148.77	993.90	2,194.00	1,200.10	45.3
110-450-5315 SOCIAL SECURITY/MEDICARE	11.38	115.29	1,467.00	1,351.71	7.9
110-450-5320 WORKER'S COMP	6.46	21.44	326.00	304.56	6.6
110-450-5350 UNEMPLOYMENT	.00	.00	1,323.00	1,323.00	.0
110-450-5410 HEALTH INSURANCE	.00	.00	4,833.00	4,833.00	.0
110-450-5450 PUBLIC EMPLOYEES RETIREMENT	29.21	193.17	3,764.00	3,570.83	5.1
TOTAL PERSONAL SERVICES	195.82	1,836.62	30,893.00	29,056.38	6.0

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
110-450-6122	50.65	484.24	1,460.00	975.76	33.2
110-450-6128	.00	27.43	500.00	472.57	5.5
110-450-6210	.00	7.02	.00	(7.02)	.0
110-450-6226	284.20	299.20	50.00	(249.20)	598.4
110-450-6230	.00	.00	500.00	500.00	.0
110-450-6234	.00	204.46	1,500.00	1,295.54	13.6
110-450-6238	95.29	95.29	1.00	(94.29)	9529.0
110-450-6290	.00	82.76	250.00	167.24	33.1
110-450-6320	180.00	613.06	1,656.00	1,042.94	37.0
110-450-6420	8.57	50.97	950.00	899.03	5.4
110-450-6425	15.99	95.47	750.00	654.53	12.7
110-450-6430	37.78	158.47	2,400.00	2,241.53	6.6
110-450-6435	46.24	277.44	780.00	502.56	35.6
110-450-6440	65.32	195.65	350.00	154.35	55.9
110-450-6445	.00	.00	525.00	525.00	.0
110-450-6530	.00	.00	1,000.00	1,000.00	.0
TOTAL MATERIALS & SERVICES	784.04	2,591.46	12,672.00	10,080.54	20.5
 <u>CAPITAL OUTLAY</u>					
110-450-8225	1,920.00	34,316.86	307,115.00	272,798.14	11.2
TOTAL CAPITAL OUTLAY	1,920.00	34,316.86	307,115.00	272,798.14	11.2
 TOTAL LIBRARY	 2,899.86	 38,744.94	 350,680.00	 311,935.06	 11.1
 <u>CODE ENFORCEMENT</u>					
<u>PERSONAL SERVICES</u>					
110-460-5110	371.88	2,397.73	4,463.00	2,065.27	53.7
110-460-5150	322.75	2,055.97	3,798.00	1,742.03	54.1
110-460-5220	.00	73.95	315.00	241.05	23.5
110-460-5315	53.15	346.37	341.00	(5.37)	101.6
110-460-5320	3.97	13.26	154.00	140.74	8.6
110-460-5350	.00	.00	692.00	692.00	.0
110-460-5410	300.07	901.01	1,462.00	560.99	61.6
110-460-5450	136.36	897.56	1,684.00	786.44	53.3
TOTAL PERSONAL SERVICES	1,188.18	6,685.85	12,909.00	6,223.15	51.8

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
110-460-6128 OTHER CONTRACT SERVICES	.00	171.97	.00	(171.97)	.0
110-460-6234 GENERAL SUPPLIES	.00	.00	100.00	100.00	.0
110-460-6238 BANK SERVICE CHARGES	.00	.00	1.00	1.00	.0
110-460-6290 MISCELLANEOUS	.00	.00	100.00	100.00	.0
110-460-6445 REFUSE SERVICES	.00	.00	2,600.00	2,600.00	.0
TOTAL MATERIALS & SERVICES	.00	171.97	2,801.00	2,629.03	6.1
TOTAL CODE ENFORCEMENT	1,188.18	6,857.82	15,710.00	8,852.18	43.7
<u>TOURISM</u>					
<u>MATERIALS & SERVICES</u>					
110-470-6224 MARKETING	.00	120.00	295.00	175.00	40.7
110-470-6226 POSTAGE	2.16	17.16	100.00	82.84	17.2
110-470-6290 MISCELLANEOUS	.00	.00	250.00	250.00	.0
110-470-6326 COVERED BRIDGE MAINTENANCE	65.22	371.26	2,466.00	2,094.74	15.1
110-470-6527 COMMUNITY GRANT PROGRAM	.00	1,993.92	3,000.00	1,006.08	66.5
TOTAL MATERIALS & SERVICES	67.38	2,502.34	6,111.00	3,608.66	41.0
TOTAL TOURISM	67.38	2,502.34	6,111.00	3,608.66	41.0
<u>MUNICIPAL COURT</u>					
<u>PERSONAL SERVICES</u>					
110-480-5110 CITY ADMINISTRATOR	371.88	2,577.32	4,463.00	1,885.68	57.8
110-480-5114 CITY CLERK	187.45	1,604.12	2,914.00	1,309.88	55.1
110-480-5220 OVERTIME	.00	15.04	42.00	26.96	35.8
110-480-5315 SOCIAL SECURITY/MEDICARE	42.79	321.08	567.00	245.92	56.6
110-480-5320 WORKER'S COMP	3.48	11.81	135.00	123.19	8.8
110-480-5350 UNEMPLOYMENT	.00	.00	599.00	599.00	.0
110-480-5410 HEALTH INSURANCE	297.96	922.89	1,468.00	545.11	62.9
110-480-5450 PUBLIC EMPLOYEES RETIREMENT	73.00	598.69	1,456.00	857.31	41.1
TOTAL PERSONAL SERVICES	976.56	6,050.95	11,644.00	5,593.05	52.0

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
110-480-6120	350.00	750.00	1,250.00	500.00	60.0
110-480-6128	.00	1,457.11	1,000.00	(457.11)	145.7
110-480-6226	2.16	17.16	50.00	32.84	34.3
110-480-6238	.35	33.52	200.00	166.48	16.8
110-480-6560	.00	600.00	630.00	30.00	95.2
110-480-6565	.00	46.72	61.00	14.28	76.6
TOTAL MATERIALS & SERVICES	352.51	2,904.51	3,191.00	286.49	91.0
TOTAL MUNICIPAL COURT	1,329.07	8,955.46	14,835.00	5,879.54	60.4
<u>DEBT SERVICE</u>					
<u>DEBT SERVICES</u>					
110-800-7110	.00	.00	298,000.00	298,000.00	.0
110-800-7111	.00	.00	10,458.00	10,458.00	.0
110-800-7112	.00	.00	68,171.00	68,171.00	.0
110-800-7510	667.28	4,003.68	8,010.00	4,006.32	50.0
110-800-7511	.00	.00	12,194.00	12,194.00	.0
110-800-7512	.00	.00	9,526.00	9,526.00	.0
TOTAL DEBT SERVICES	667.28	4,003.68	406,359.00	402,355.32	1.0
TOTAL DEBT SERVICE	667.28	4,003.68	406,359.00	402,355.32	1.0
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
110-900-9590	.00	.00	39,825.00	39,825.00	.0
110-900-9895	.00	.00	2,500.00	2,500.00	.0
110-900-9899	.00	.00	168,248.00	168,248.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	210,573.00	210,573.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	210,573.00	210,573.00	.0
TOTAL FUND EXPENDITURES	37,405.08	247,356.04	2,274,435.00	2,027,078.96	10.9

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(20,006.90)	102,148.72	(410,423.00)	(512,571.72)	24.9

CITY OF LOWELL
 BALANCE SHEET
 DECEMBER 31, 2021

BUILDING FUND

ASSETS

220-1110	ALLOCATED CASH	41,799.54	
	TOTAL ASSETS		41,799.54

LIABILITIES AND EQUITY

LIABILITIES

220-2205	WAGES PAYABLE	74.52	
220-2210	PAYROLL TAXES PAYABLE	28.55	
220-2245	HEALTH INSURANCE PAYABLE	66.30	
220-2250	RETIREMENT PAYABLE	(2.76)	
	TOTAL LIABILITIES		166.61

FUND EQUITY

220-3100	BEGINNING FUND BALANCE	29,944.12	
	REVENUE OVER EXPENDITURES - YTD	11,688.81	
	BALANCE - CURRENT DATE	11,688.81	
	TOTAL FUND EQUITY		41,632.93
	TOTAL LIABILITIES AND EQUITY		41,799.54

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

BUILDING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
220-315-4125 INTEREST EARNED	.75	4.79	.00	(4.79)	.0
TOTAL INVESTMENT EARNINGS	.75	4.79	.00	(4.79)	.0
<u>LICENSES & PERMITS</u>					
220-335-4356 BUILDING PERMIT FEES	2,501.25	46,824.47	45,000.00	(1,824.47)	104.1
220-335-4358 ELECTRICAL PERMIT FEES	.00	5,710.24	5,250.00	(460.24)	108.8
TOTAL LICENSES & PERMITS	2,501.25	52,534.71	50,250.00	(2,284.71)	104.6
TOTAL FUND REVENUE	2,502.00	52,539.50	50,250.00	(2,289.50)	104.6

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

BUILDING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>PERSONAL SERVICES</u>					
220-490-5110 CITY ADMINISTRATOR	.00	179.59	.00	(179.59)	.0
220-490-5114 CITY CLERK	187.45	1,604.12	2,914.00	1,309.88	55.1
220-490-5220 OVERTIME	.00	15.04	42.00	26.96	35.8
220-490-5315 SOCIAL SECURITY/MEDICARE	14.33	137.59	226.00	88.41	60.9
220-490-5320 WORKER'S COMP	123.14	274.82	54.00	(220.82)	508.9
220-490-5350 UNEMPLOYMENT	.00	.00	240.00	240.00	.0
220-490-5410 HEALTH INSURANCE	190.56	620.87	984.00	363.13	63.1
220-490-5450 PUBLIC EMPLOYEES RETIREMENT	.00	115.66	580.00	464.34	19.9
TOTAL PERSONAL SERVICES	515.48	2,947.69	5,040.00	2,092.31	58.5
<u>MATERIALS & SERVICES</u>					
220-490-6110 AUDITING	.00	.00	500.00	500.00	.0
220-490-6112 LEGAL SERVICES	.00	.00	500.00	500.00	.0
220-490-6122 IT SERVICES	23.70	412.71	2,400.00	1,987.29	17.2
220-490-6128 OTHER CONTRACT SERVICES	.00	5.49	.00	(5.49)	.0
220-490-6150 BUILDING INSPECTION SERVICES	274.61	30,925.99	22,500.00	(8,425.99)	137.5
220-490-6152 ELECTRICAL INSPECTION SERVICES	147.00	3,393.00	2,625.00	(768.00)	129.3
220-490-6226 POSTAGE	2.16	17.16	.00	(17.16)	.0
220-490-6238 BANK SERVICE CHARGES	.00	.00	125.00	125.00	.0
220-490-6290 MISCELLANEOUS	.00	.00	100.00	100.00	.0
220-490-6420 WATER SERVICES	3.43	17.22	175.00	157.78	9.8
220-490-6425 SEWER SERVICES	6.39	31.77	125.00	93.23	25.4
220-490-6430 ELECTRICITY SERVICES	15.11	62.58	225.00	162.42	27.8
220-490-6435 INTERNET SERVICES	18.49	110.94	148.00	37.06	75.0
220-490-6440 TELEPHONE SERVICES	35.17	105.42	225.00	119.58	46.9
220-490-6445 REFUSE SERVICES	.00	.00	50.00	50.00	.0
220-490-6524 BUILDING STATE SURCHARGE	.00	2,412.36	5,850.00	3,437.64	41.2
220-490-6525 ELECTRICAL STATE SURCHARGE	.00	408.36	683.00	274.64	59.8
TOTAL MATERIALS & SERVICES	526.06	37,903.00	36,231.00	(1,672.00)	104.6
TOTAL NON-DEPARTMENTAL	1,041.54	40,850.69	41,271.00	420.31	99.0
<u>OTHER REQUIREMENTS</u>					

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

BUILDING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER REQUIREMENTS</u>					
220-900-9590 CONTINGENCY	.00	.00	7,959.00	7,959.00	.0
220-900-9899 UNAPPROPRIATED ENDING BALANCE	.00	.00	20,875.00	20,875.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	28,834.00	28,834.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	28,834.00	28,834.00	.0
TOTAL FUND EXPENDITURES	1,041.54	40,850.69	70,105.00	29,254.31	58.3
NET REVENUE OVER EXPENDITURES	1,460.46	11,688.81	(19,855.00)	(31,543.81)	58.9

CITY OF LOWELL
BALANCE SHEET
DECEMBER 31, 2021

WATER FUND

ASSETS

230-1110	ALLOCATED CASH	55,312.72	
230-1115	CASH IN BANK - LGIP	90,453.77	
230-1510	ACCOUNTS RECEIVABLE	32,942.60	
230-1710	LAND	81,179.00	
230-1720	BUILDINGS & FACILITIES	35,875.00	
230-1730	EQUIPMENT & FURNISHINGS	108,645.38	
230-1740	VEHICLES & ROLLING STOCK	34,066.66	
230-1750	INFRASTRUCTURE	4,432,770.46	
230-1820	AD - BUILDINGS & FACILITIES	(19,711.68)	
230-1830	AD - EQUIPMENT & FURNISHINGS	(75,105.02)	
230-1840	AD - VEHICLES & ROLLING STOCK	(17,729.64)	
230-1850	AD - INFRASTRUCTURE	(2,255,795.60)	
	TOTAL ASSETS		2,502,903.65

LIABILITIES AND EQUITY

LIABILITIES

230-2205	WAGES PAYABLE	3,736.32	
230-2210	PAYROLL TAXES PAYABLE	1,473.88	
230-2245	HEALTH INSURANCE PAYABLE	2,136.73	
230-2250	RETIREMENT PAYABLE	1,198.92	
230-2255	DEFERRED COMP PAYABLE	127.52	
230-2520	UTILITY DEPOSITS	37,960.00	
230-2530	H2O DONATIONS	360.00	
230-2750	LONG TERM DEBT	1,051,825.87	
	TOTAL LIABILITIES		1,098,819.24

FUND EQUITY

230-3100	BEGINNING FUND BALANCE	41,481.94	
230-3275	GASB - FIXED ASSETS	2,324,194.56	
230-3277	GAAP - LONG TERM DEBT	(1,051,825.87)	
	REVENUE OVER EXPENDITURES - YTD	90,233.78	
	BALANCE - CURRENT DATE	90,233.78	
	TOTAL FUND EQUITY		1,404,084.41
	TOTAL LIABILITIES AND EQUITY		2,502,903.65

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
230-315-4125	26.68	123.45	2,200.00	2,076.55	5.6
	26.68	123.45	2,200.00	2,076.55	5.6
<u>GRANT REVENUES</u>					
230-325-4151	.00	54,248.82	120,000.00	65,751.18	45.2
	.00	54,248.82	120,000.00	65,751.18	45.2
<u>LICENSES & PERMITS</u>					
230-335-4370	250.00	3,500.00	2,750.00	(750.00)	127.3
	250.00	3,500.00	2,750.00	(750.00)	127.3
<u>CHARGES FOR SERVICE</u>					
230-340-4425	23,957.60	232,576.38	364,700.00	132,123.62	63.8
230-340-4426	374.19	7,016.77	10,000.00	2,983.23	70.2
230-340-4435	328.64	2,524.27	4,240.00	1,715.73	59.5
230-340-4450	.00	740.00	1,500.00	760.00	49.3
	24,660.43	242,857.42	380,440.00	137,582.58	63.8
<u>SDC REVENUE</u>					
230-345-4531	745.00	9,685.00	7,450.00	(2,235.00)	130.0
	745.00	9,685.00	7,450.00	(2,235.00)	130.0
<u>MISCELLANEOUS REVENUE</u>					
230-385-4895	.00	.00	500.00	500.00	.0
	.00	.00	500.00	500.00	.0
	25,682.11	310,414.69	513,340.00	202,925.31	60.5

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>PERSONAL SERVICES</u>					
230-490-5110 CITY ADMINISTRATOR	2,045.32	14,624.14	24,544.00	9,919.86	59.6
230-490-5114 CITY CLERK	1,499.54	12,832.47	23,310.00	10,477.53	55.1
230-490-5150 PUBLIC WORKS DIRECTOR	2,743.45	17,476.16	32,284.00	14,807.84	54.1
230-490-5152 UTILITY WORKER I	3,176.34	19,988.68	19,341.00	(647.68)	103.4
230-490-5154 UTILITY WORKER II	.00	.00	19,341.00	19,341.00	.0
230-490-5156 TEMPORARY/ SEASONAL	.00	512.82	606.00	93.18	84.6
230-490-5158 MAINTENANCE WORKER I	223.14	1,490.76	3,293.00	1,802.24	45.3
230-490-5220 OVERTIME	518.08	4,027.19	5,000.00	972.81	80.5
230-490-5315 SOCIAL SECURITY/MEDICARE	780.76	5,427.91	9,993.00	4,565.09	54.3
230-490-5320 WORKER'S COMP	486.75	1,577.91	6,317.00	4,739.09	25.0
230-490-5350 UNEMPLOYMENT	.00	.00	10,420.00	10,420.00	.0
230-490-5410 HEALTH INSURANCE	6,303.28	19,375.98	31,270.00	11,894.02	62.0
230-490-5450 PUBLIC EMPLOYEES RETIREMENT	1,709.08	11,923.15	25,639.00	13,715.85	46.5
TOTAL PERSONAL SERVICES	19,485.74	109,257.17	211,358.00	102,100.83	51.7

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
230-490-6110	AUDITING	5,775.00	5,775.00	6,000.00	225.00 96.3
230-490-6112	LEGAL SERVICES	.00	.00	500.00	500.00 .0
230-490-6114	FINANCIAL SERVICES	351.75	2,371.25	4,100.00	1,728.75 57.8
230-490-6116	ENGINEERING SERVICES	6,839.13	10,704.63	1,500.00 (	9,204.63) 713.6
230-490-6122	IT SERVICES	374.13	2,984.28	5,500.00	2,515.72 54.3
230-490-6128	OTHER CONTRACT SERVICES	78.65	663.88	8,500.00	7,836.12 7.8
230-490-6210	INSURANCE & BONDS	.00	8,736.69	8,000.00 (	736.69) 109.2
230-490-6220	PUBLICATIONS, PRINTING & DUES	.00	244.30	1,200.00	955.70 20.4
230-490-6226	POSTAGE	82.00	652.00	1,100.00	448.00 59.3
230-490-6230	OFFICE SUPPLIES/EQUIPMENT	.00	84.70	3,500.00	3,415.30 2.4
230-490-6234	GENERAL SUPPLIES	384.49	919.16	3,000.00	2,080.84 30.6
230-490-6238	BANK SERVICE CHARGES	247.93	1,526.72	4,000.00	2,473.28 38.2
230-490-6240	TRAVEL & TRAINING	.00	.00	1,500.00	1,500.00 .0
230-490-6290	MISCELLANEOUS	.00	.00	1,500.00	1,500.00 .0
230-490-6320	BUILDING REPAIR & MAINTENANCE	.00	.00	3,000.00	3,000.00 .0
230-490-6324	EQUIPMENT REPAIR & MAINTENANCE	235.00	11,368.44	5,000.00 (	6,368.44) 227.4
230-490-6330	OTHER REPAIR & MAINTENANCE	80.97	6,838.95	17,000.00	10,161.05 40.2
230-490-6334	NON-CAPITALIZED ASSETS	.00	3,619.95	2,000.00 (	1,619.95) 181.0
230-490-6420	WATER SERVICES	209.32	492.56	500.00	7.44 98.5
230-490-6425	SEWER SERVICES	63.94	381.78	775.00	393.22 49.3
230-490-6430	ELECTRICITY SERVICES	1,340.30	9,325.08	19,800.00	10,474.92 47.1
230-490-6435	INTERNET SERVICES	151.42	530.92	900.00	369.08 59.0
230-490-6440	TELEPHONE SERVICES	308.98	1,329.42	3,950.00	2,620.58 33.7
230-490-6445	REFUSE SERVICES	89.48	264.85	540.00	275.15 49.1
230-490-6710	GAS & OIL	.00	425.00	2,000.00	1,575.00 21.3
230-490-6712	OPERATIONS & SUPPLIES	7.20	1,305.97	1,500.00	194.03 87.1
230-490-6750	CHEMICALS & LAB SUPPLIES	.00	7,153.23	18,000.00	10,846.77 39.7
230-490-6755	WATER/SEWER ANALYSIS	277.20	1,834.20	6,400.00	4,565.80 28.7
230-490-6758	WATER/SEWER CONNECTION EXPENDI	.00	5,831.20	3,200.00 (	2,631.20) 182.2
230-490-6760	WATER/SEWER FRANCHISE FEES	1,243.56	8,851.46	18,235.00	9,383.54 48.5
	TOTAL MATERIALS & SERVICES	18,140.45	94,215.62	152,700.00	58,484.38 61.7
	TOTAL NON-DEPARTMENTAL	37,626.19	203,472.79	364,058.00	160,585.21 55.9
<u>CAPITAL OUTLAY</u>					
<u>CAPITAL OUTLAY</u>					
230-700-8335	EQUIPMENT & FURNISHINGS	.00	.00	27,500.00	27,500.00 .0
	TOTAL CAPITAL OUTLAY	.00	.00	27,500.00	27,500.00 .0
	TOTAL CAPITAL OUTLAY	.00	.00	27,500.00	27,500.00 .0

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICE</u>					
<u>DEBT SERVICES</u>					
230-800-7122	.00	.00	4,962.00	4,962.00	.0
230-800-7124	.00	.00	16,991.00	16,991.00	.0
230-800-7125	.00	11,025.28	7,651.00	(3,374.28)	144.1
230-800-7522	.00	.00	2,705.00	2,705.00	.0
230-800-7524	.00	.00	22,390.00	22,390.00	.0
230-800-7525	.00	5,682.84	3,915.00	(1,767.84)	145.2
TOTAL DEBT SERVICES	.00	16,708.12	58,614.00	41,905.88	28.5
TOTAL DEBT SERVICE	.00	16,708.12	58,614.00	41,905.88	28.5
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
230-900-9590	.00	.00	35,532.00	35,532.00	.0
230-900-9899	.00	.00	73,190.00	73,190.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	108,722.00	108,722.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	108,722.00	108,722.00	.0
TOTAL FUND EXPENDITURES	37,626.19	220,180.91	558,894.00	338,713.09	39.4
NET REVENUE OVER EXPENDITURES	(11,944.08)	90,233.78	(45,554.00)	(135,787.78)	198.1

CITY OF LOWELL
BALANCE SHEET
DECEMBER 31, 2021

SEWER FUND

ASSETS

240-1110	ALLOCATED CASH	63,104.92	
240-1115	CASH IN BANK - LGIP	87,785.47	
240-1510	ACCOUNTS RECEIVABLE	38,193.90	
240-1710	LAND	11,000.00	
240-1720	BUILDINGS & FACILITIES	89,114.40	
240-1730	EQUIPMENT & FURNISHINGS	68,330.05	
240-1740	VEHICLES & ROLLING STOCK	21,779.50	
240-1750	INFRASTRUCTURE	4,708,963.28	
240-1820	AD - BUILDINGS & FACILITIES	(42,695.71)	
240-1830	AD - EQUIPMENT & FURNISHINGS	(28,515.11)	
240-1840	AD - VEHICLES & ROLLING STOCK	(5,444.88)	
240-1850	AD - INFRASTRUCTURE	(2,898,225.48)	
	TOTAL ASSETS		2,113,390.34

LIABILITIES AND EQUITY

LIABILITIES

240-2205	WAGES PAYABLE	3,736.38	
240-2210	PAYROLL TAXES PAYABLE	1,473.83	
240-2245	HEALTH INSURANCE PAYABLE	2,136.77	
240-2250	RETIREMENT PAYABLE	1,198.88	
240-2255	DEFERRED COMP PAYABLE	127.46	
240-2750	LONG TERM DEBT	547,119.72	
	TOTAL LIABILITIES		555,793.04

FUND EQUITY

240-3100	BEGINNING FUND BALANCE	184,427.11	
240-3275	GASB - FIXED ASSETS	1,924,306.05	
240-3277	GAAP - LONG TERM DEBT	(547,119.72)	
	REVENUE OVER EXPENDITURES - YTD	(4,016.14)	
	BALANCE - CURRENT DATE	(4,016.14)	
	TOTAL FUND EQUITY		1,557,597.30
	TOTAL LIABILITIES AND EQUITY		2,113,390.34

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
240-315-4125 INTEREST EARNED	44.06	351.64	2,150.00	1,798.36	16.4
TOTAL INVESTMENT EARNINGS	44.06	351.64	2,150.00	1,798.36	16.4
<u>GRANT REVENUES</u>					
240-325-4151 SEWER - OPERATING GRANTS	.00	.00	20,000.00	20,000.00	.0
TOTAL GRANT REVENUES	.00	.00	20,000.00	20,000.00	.0
<u>LICENSES & PERMITS</u>					
240-335-4370 WATER/SEWER CONNECTION PERMIT	115.00	1,610.00	1,150.00	(460.00)	140.0
TOTAL LICENSES & PERMITS	115.00	1,610.00	1,150.00	(460.00)	140.0
<u>CHARGES FOR SERVICE</u>					
240-340-4425 WATER/SEWER SALES	33,512.71	233,635.25	406,700.00	173,064.75	57.5
240-340-4426 BULK GREY WATER DISPOSAL	.00	10,425.00	.00	(10,425.00)	.0
240-340-4450 WATER/SEWER PENALTIES	.00	670.00	2,200.00	1,530.00	30.5
TOTAL CHARGES FOR SERVICE	33,512.71	244,730.25	408,900.00	164,169.75	59.9
<u>SDC REVENUE</u>					
240-345-4541 SEWER REIMBURSEMENT SDC	618.00	8,034.00	6,180.00	(1,854.00)	130.0
TOTAL SDC REVENUE	618.00	8,034.00	6,180.00	(1,854.00)	130.0
<u>MISCELLANEOUS REVENUE</u>					
240-385-4895 MISCELLANEOUS REVENUE	.00	.00	500.00	500.00	.0
TOTAL MISCELLANEOUS REVENUE	.00	.00	500.00	500.00	.0
TOTAL FUND REVENUE	34,289.77	254,725.89	438,880.00	184,154.11	58.0

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>PERSONAL SERVICES</u>					
240-490-5110	2,045.28	14,623.94	24,544.00	9,920.06	59.6
240-490-5114	1,499.52	12,832.32	23,310.00	10,477.68	55.1
240-490-5150	2,743.46	17,476.27	32,284.00	14,807.73	54.1
240-490-5152	3,176.28	19,988.40	19,341.00	(647.40)	103.4
240-490-5154	.00	.00	19,341.00	19,341.00	.0
240-490-5156	.00	512.82	606.00	93.18	84.6
240-490-5158	223.14	1,490.76	3,293.00	1,802.24	45.3
240-490-5220	518.08	4,027.18	7,663.00	3,635.82	52.6
240-490-5315	780.72	5,427.74	9,993.00	4,565.26	54.3
240-490-5320	422.08	1,370.13	5,716.00	4,345.87	24.0
240-490-5350	.00	.00	10,420.00	10,420.00	.0
240-490-5410	6,303.28	19,375.97	31,270.00	11,894.03	62.0
240-490-5450	1,709.04	11,923.03	25,639.00	13,715.97	46.5
TOTAL PERSONAL SERVICES	19,420.88	109,048.56	213,420.00	104,371.44	51.1

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
240-490-6110	AUDITING	5,775.00	5,775.00	6,000.00	225.00 96.3
240-490-6112	LEGAL SERVICES	.00	.00	500.00	500.00 .0
240-490-6114	FINANCIAL SERVICES	351.75	2,371.25	5,000.00	2,628.75 47.4
240-490-6116	ENGINEERING SERVICES	.00	.00	2,500.00	2,500.00 .0
240-490-6122	IT SERVICES	374.13	2,984.28	5,500.00	2,515.72 54.3
240-490-6128	OTHER CONTRACT SERVICES	378.65	2,463.88	8,600.00	6,136.12 28.7
240-490-6210	INSURANCE & BONDS	.00	8,307.21	9,000.00	692.79 92.3
240-490-6220	PUBLICATIONS, PRINTING & DUES	.00	244.30	1,200.00	955.70 20.4
240-490-6226	POSTAGE	82.00	652.00	1,100.00	448.00 59.3
240-490-6230	OFFICE SUPPLIES/EQUIPMENT	.00	.00	500.00	500.00 .0
240-490-6234	GENERAL SUPPLIES	923.11	3,597.19	2,500.00	(1,097.19) 143.9
240-490-6238	BANK SERVICE CHARGES	247.93	1,526.72	4,000.00	2,473.28 38.2
240-490-6240	TRAVEL & TRAINING	.00	.00	1,500.00	1,500.00 .0
240-490-6290	MISCELLANEOUS	.00	49.99	500.00	450.01 10.0
240-490-6320	BUILDING REPAIR & MAINTENANCE	.00	180.00	3,000.00	2,820.00 6.0
240-490-6324	EQUIPMENT REPAIR & MAINTENANCE	785.00	10,116.61	5,000.00	(5,116.61) 202.3
240-490-6330	OTHER REPAIR & MAINTENANCE	.00	1,358.33	15,000.00	13,641.67 9.1
240-490-6334	NON-CAPITALIZED ASSETS	.00	.00	7,500.00	7,500.00 .0
240-490-6420	WATER SERVICES	593.89	4,260.33	21,500.00	17,239.67 19.8
240-490-6425	SEWER SERVICES	575.46	3,442.40	6,200.00	2,757.60 55.5
240-490-6430	ELECTRICITY SERVICES	111.32	11,557.75	24,000.00	12,442.25 48.2
240-490-6435	INTERNET SERVICES	257.87	769.79	1,440.00	670.21 53.5
240-490-6440	TELEPHONE SERVICES	394.53	1,469.36	2,200.00	730.64 66.8
240-490-6445	REFUSE SERVICES	89.47	264.86	9,450.00	9,185.14 2.8
240-490-6520	PERMITS	.00	.00	3,000.00	3,000.00 .0
240-490-6710	GAS & OIL	.00	270.29	1,450.00	1,179.71 18.6
240-490-6712	OPERATIONS & SUPPLIES	7.20	630.38	1,500.00	869.62 42.0
240-490-6750	CHEMICALS & LAB SUPPLIES	3,514.31	9,020.09	15,500.00	6,479.91 58.2
240-490-6755	WATER/SEWER ANALYSIS	1,350.00	5,385.60	11,250.00	5,864.40 47.9
240-490-6758	WATER/SEWER CONNECTION EXPENDI	.00	.00	3,000.00	3,000.00 .0
240-490-6760	WATER/SEWER FRANCHISE FEES	1,571.47	8,102.94	19,344.00	11,241.06 41.9
	TOTAL MATERIALS & SERVICES	17,383.09	84,800.55	198,734.00	113,933.45 42.7
	TOTAL NON-DEPARTMENTAL	36,803.97	193,849.11	412,154.00	218,304.89 47.0
<u>CAPITAL OUTLAY</u>					
<u>CAPITAL OUTLAY</u>					
240-700-8335	EQUIPMENT & FURNISHINGS	.00	.00	6,000.00	6,000.00 .0
240-700-8550	SEWER SYSTEMS	.00	23,377.31	.00	(23,377.31) .0
	TOTAL CAPITAL OUTLAY	.00	23,377.31	6,000.00	(17,377.31) 389.6
	TOTAL CAPITAL OUTLAY	.00	23,377.31	6,000.00	(17,377.31) 389.6

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICE</u>					
<u>DEBT SERVICES</u>					
240-800-7110	LOAN PRINCIPAL - G02002	.00	18,628.00	18,628.00	.00 100.0
240-800-7122	LOAN PRINCIPAL - J05001 SPWF	.00	9,435.49	4,962.00 (4,473.49)	190.2
240-800-7124	LOAN PRINCIPAL - RUS 92-05	.00	.00	6,794.00	6,794.00 .0
240-800-7510	LOAN INTEREST - G02002	.00	8,042.61	8,043.00	.39 100.0
240-800-7522	LOAN INTEREST - J05001 SPWF	.00	5,409.51	2,705.00 (2,704.51)	200.0
240-800-7524	LOAN INTEREST - RUS 92-05	.00	.00	9,133.00	9,133.00 .0
TOTAL DEBT SERVICES		.00	41,515.61	50,265.00	8,749.39 82.6
TOTAL DEBT SERVICE		.00	41,515.61	50,265.00	8,749.39 82.6
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
240-900-9590	CONTINGENCY	.00	.00	40,342.00	40,342.00 .0
240-900-9899	UNAPPROPRIATED ENDING BALANCE	.00	.00	144,968.00	144,968.00 .0
TOTAL OTHER REQUIREMENTS		.00	.00	185,310.00	185,310.00 .0
TOTAL OTHER REQUIREMENTS		.00	.00	185,310.00	185,310.00 .0
TOTAL FUND EXPENDITURES		36,803.97	258,742.03	653,729.00	394,986.97 39.6
NET REVENUE OVER EXPENDITURES		(2,514.20)	(4,016.14)	(214,849.00)	(210,832.86) (1.9)

CITY OF LOWELL
BALANCE SHEET
DECEMBER 31, 2021

STREET FUND

ASSETS

312-1110	ALLOCATED CASH	31,343.05	
312-1115	CASH IN BANK - LGIP	55,748.68	
312-1720	BUILDINGS & FACILITIES	528.00	
312-1730	EQUIPMENT & FURNISHINGS	6,061.05	
312-1740	VEHICLES & ROLLING STOCK	11,299.83	
312-1750	INFRASTRUCTURE	1,610,571.62	
312-1820	AD - BUILDINGS & FACILITIES	(35.20)	
312-1830	AD - EQUIPMENT & FURNISHINGS	(1,361.79)	
312-1840	AD - VEHICLES & ROLLING STOCK	(2,824.95)	
312-1850	AD - INFRASTRUCTURE	(414,193.72)	
	TOTAL ASSETS		1,297,136.57

LIABILITIES AND EQUITY

LIABILITIES

312-2205	WAGES PAYABLE	401.78	
312-2210	PAYROLL TAXES PAYABLE	166.97	
312-2245	HEALTH INSURANCE PAYABLE	200.55	
312-2250	RETIREMENT PAYABLE	170.73	
312-2255	DEFERRED COMP PAYABLE	15.01	
312-2750	LONG TERM DEBT	83,091.72	
	TOTAL LIABILITIES		84,046.76

FUND EQUITY

312-3100	BEGINNING FUND BALANCE	76,010.79	
312-3275	GASB - FIXED ASSETS	1,210,044.84	
312-3277	GAAP - LONG TERM DEBT	(83,091.72)	
	REVENUE OVER EXPENDITURES - YTD	10,125.90	
	BALANCE - CURRENT DATE	10,125.90	
	TOTAL FUND EQUITY		1,213,089.81
	TOTAL LIABILITIES AND EQUITY		1,297,136.57

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
312-315-4125 INTEREST EARNED	18.37	101.21	1,400.00	1,298.79	7.2
TOTAL INVESTMENT EARNINGS	18.37	101.21	1,400.00	1,298.79	7.2
<u>INTERGOVERNMENTAL</u>					
312-320-4142 STATE DISTRIBUTIONS	5,957.99	42,729.31	64,212.00	21,482.69	66.5
TOTAL INTERGOVERNMENTAL	5,957.99	42,729.31	64,212.00	21,482.69	66.5
<u>SDC REVENUE</u>					
312-345-4513 TRANSPORTATION REIMBURSEMENT S	104.00	1,352.00	1,560.00	208.00	86.7
TOTAL SDC REVENUE	104.00	1,352.00	1,560.00	208.00	86.7
<u>MISCELLANEOUS REVENUE</u>					
312-385-4895 MISCELLANEOUS REVENUE	.00	.00	77.00	77.00	.0
TOTAL MISCELLANEOUS REVENUE	.00	.00	77.00	77.00	.0
TOTAL FUND REVENUE	6,080.36	44,182.52	67,249.00	23,066.48	65.7

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>PERSONAL SERVICES</u>					
312-490-5110 CITY ADMINISTRATOR	371.88	2,397.73	4,463.00	2,065.27	53.7
312-490-5150 PUBLIC WORKS DIRECTOR	322.75	2,055.97	3,798.00	1,742.03	54.1
312-490-5152 UTILITY WORKER I	373.70	2,351.70	2,275.00	(76.70)	103.4
312-490-5154 UTILITY WORKER II	.00	.00	2,275.00	2,275.00	.0
312-490-5156 TEMPORARY/ SEASONAL	.00	1,025.62	1,210.00	184.38	84.8
312-490-5220 OVERTIME	60.95	459.64	861.00	401.36	53.4
312-490-5315 SOCIAL SECURITY/MEDICARE	86.36	633.95	1,140.00	506.05	55.6
312-490-5320 WORKER'S COMP	1.68	128.78	1,350.00	1,221.22	9.5
312-490-5350 UNEMPLOYMENT	.00	.00	1,281.00	1,281.00	.0
312-490-5410 HEALTH INSURANCE	600.17	1,801.97	2,924.00	1,122.03	61.6
312-490-5450 PUBLIC EMPLOYEES RETIREMENT	221.64	1,430.06	2,929.00	1,498.94	48.8
TOTAL PERSONAL SERVICES	2,039.13	12,285.42	24,506.00	12,220.58	50.1
<u>MATERIALS & SERVICES</u>					
312-490-6110 AUDITING	1,925.00	1,925.00	1,812.00	(113.00)	106.2
312-490-6114 FINANCIAL SERVICES	117.25	790.75	1,737.00	946.25	45.5
312-490-6116 ENGINEERING SERVICES	.00	80.00	2,500.00	2,420.00	3.2
312-490-6122 IT SERVICES	81.55	786.19	2,102.00	1,315.81	37.4
312-490-6128 OTHER CONTRACT SERVICES	.00	16.44	8,500.00	8,483.56	.2
312-490-6210 INSURANCE & BONDS	.00	3,034.14	2,225.00	(809.14)	136.4
312-490-6234 GENERAL SUPPLIES	.00	.00	200.00	200.00	.0
312-490-6238 BANK SERVICE CHARGES	.00	.00	2.00	2.00	.0
312-490-6290 MISCELLANEOUS	.00	.00	500.00	500.00	.0
312-490-6324 EQUIPMENT REPAIR & MAINTENANCE	.00	.00	500.00	500.00	.0
312-490-6330 OTHER REPAIR & MAINTENANCE	.00	9,200.00	10,000.00	800.00	92.0
312-490-6334 NON-CAPITALIZED ASSETS	.00	.00	2,500.00	2,500.00	.0
312-490-6430 ELECTRICITY SERVICES	965.98	5,938.68	13,250.00	7,311.32	44.8
312-490-6720 STORM DRAIN MAINTENANCE	.00	.00	1,218.00	1,218.00	.0
312-490-6724 STREET SIGNS	.00	.00	1,000.00	1,000.00	.0
TOTAL MATERIALS & SERVICES	3,089.78	21,771.20	48,046.00	26,274.80	45.3
TOTAL NON-DEPARTMENTAL	5,128.91	34,056.62	72,552.00	38,495.38	46.9
<u>DEBT SERVICE</u>					

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICES</u>					
312-800-7125 LOAN PRINCIPAL - L21001	.00	.00	3,429.00	3,429.00	.0
312-800-7525 LOAN INTEREST - L21001	.00	.00	1,746.00	1,746.00	.0
TOTAL DEBT SERVICES	.00	.00	5,175.00	5,175.00	.0
TOTAL DEBT SERVICE	.00	.00	5,175.00	5,175.00	.0
 <u>OTHER REQUIREMENTS</u>					
 <u>OTHER REQUIREMENTS</u>					
312-900-9590 CONTINGENCY	.00	.00	7,368.00	7,368.00	.0
312-900-9899 UNAPPROPRIATED ENDING BALANCE	.00	.00	45,865.00	45,865.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	53,233.00	53,233.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	53,233.00	53,233.00	.0
TOTAL FUND EXPENDITURES	5,128.91	34,056.62	130,960.00	96,903.38	26.0
NET REVENUE OVER EXPENDITURES	951.45	10,125.90	(63,711.00)	(73,836.90)	15.9

CITY OF LOWELL
 BALANCE SHEET
 DECEMBER 31, 2021

BLACKBERRY JAM FUND

ASSETS

314-1110	ALLOCATED CASH		11,668.98	
	TOTAL ASSETS			11,668.98

LIABILITIES AND EQUITY

FUND EQUITY

314-3100	BEGINNING FUND BALANCE		11,467.99	
	REVENUE OVER EXPENDITURES - YTD	200.99		
	BALANCE - CURRENT DATE		200.99	
	TOTAL FUND EQUITY			11,668.98
	TOTAL LIABILITIES AND EQUITY			11,668.98

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

BLACKBERRY JAM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
314-315-4125 INTEREST EARNED	.25	1.63	.00	(1.63)	.0
TOTAL INVESTMENT EARNINGS	.25	1.63	.00	(1.63)	.0
<u>FUNDRAISING & EVENT REVENUE</u>					
314-380-4864 JAM SALES	65.00	335.00	.00	(335.00)	.0
314-380-4866 QUILT RAFFLE SALES	20.00	4,358.00	4,000.00	(358.00)	109.0
314-380-4889 BBJ FESTIVAL OTHER REVENUE	.00	85.06	.00	(85.06)	.0
TOTAL FUNDRAISING & EVENT REVENUE	85.00	4,778.06	4,000.00	(778.06)	119.5
TOTAL FUND REVENUE	85.25	4,779.69	4,000.00	(779.69)	119.5

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

BLACKBERRY JAM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>MATERIALS & SERVICES</u>					
314-490-6122	IT SERVICES	30.05	179.20	500.00	320.80 35.8
314-490-6220	PUBLICATIONS, PRINTING & DUES	50.45	50.45	.00 (50.45)	.0
314-490-6238	BANK SERVICE CHARGES	.00	17.90	.00 (17.90)	.0
314-490-6705	RENT	80.00	480.00	1,250.00	770.00 38.4
314-490-6816	QUILT RAFFLE	3,600.00	3,600.00	4,000.00	400.00 90.0
314-490-6852	CAR SHOW EXP	.00	251.15	1,000.00	748.85 25.1
	TOTAL MATERIALS & SERVICES	3,760.50	4,578.70	6,750.00	2,171.30 67.8
	TOTAL NON-DEPARTMENTAL	3,760.50	4,578.70	6,750.00	2,171.30 67.8
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
314-900-9899	UNAPPROPRIATED ENDING BALANCE	.00	.00	7,795.00	7,795.00 .0
	TOTAL OTHER REQUIREMENTS	.00	.00	7,795.00	7,795.00 .0
	TOTAL OTHER REQUIREMENTS	.00	.00	7,795.00	7,795.00 .0
	TOTAL FUND EXPENDITURES	3,760.50	4,578.70	14,545.00	9,966.30 31.5
	NET REVENUE OVER EXPENDITURES	(3,675.25)	200.99	(10,545.00)	(10,745.99) 1.9

CITY OF LOWELL
 BALANCE SHEET
 DECEMBER 31, 2021

PARKS SDC FUND

ASSETS

410-1110	ALLOCATED CASH	11,836.68	
410-1115	CASH IN BANK - LGIP	59,778.26	
	TOTAL ASSETS		71,614.94

LIABILITIES AND EQUITY

FUND EQUITY

410-3100	BEGINNING FUND BALANCE	58,681.83	
	REVENUE OVER EXPENDITURES - YTD	12,933.11	
	BALANCE - CURRENT DATE	12,933.11	
	TOTAL FUND EQUITY		71,614.94
	TOTAL LIABILITIES AND EQUITY		71,614.94

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

PARKS SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
410-315-4125 INTEREST EARNED	21.09	128.11	200.00	71.89	64.1
TOTAL INVESTMENT EARNINGS	21.09	128.11	200.00	71.89	64.1
<u>SDC REVENUE</u>					
410-345-4510 PARK SDC FEES	985.00	12,805.00	14,775.00	1,970.00	86.7
TOTAL SDC REVENUE	985.00	12,805.00	14,775.00	1,970.00	86.7
TOTAL FUND REVENUE	1,006.09	12,933.11	14,975.00	2,041.89	86.4

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

PARKS SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
410-900-9895 RESERVED FOR FUTURE USE - PARK	.00	.00	5,000.00	5,000.00	.0
410-900-9899 UNAPPROPRIATED ENDING BALANCE	.00	.00	67,725.00	67,725.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	72,725.00	72,725.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	72,725.00	72,725.00	.0
TOTAL FUND EXPENDITURES	.00	.00	72,725.00	72,725.00	.0
NET REVENUE OVER EXPENDITURES	1,006.09	12,933.11	(57,750.00)	(70,683.11)	22.4

CITY OF LOWELL
 BALANCE SHEET
 DECEMBER 31, 2021

STREETS SDC FUND

ASSETS

412-1110	ALLOCATED CASH	11,573.74	
412-1115	CASH IN BANK - LGIP	46,259.84	
	TOTAL ASSETS		57,833.58

LIABILITIES AND EQUITY

FUND EQUITY

412-3100	BEGINNING FUND BALANCE	50,028.24	
	REVENUE OVER EXPENDITURES - YTD	7,805.34	
	BALANCE - CURRENT DATE	7,805.34	
	TOTAL FUND EQUITY		57,833.58
	TOTAL LIABILITIES AND EQUITY		57,833.58

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

STREETS SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
412-315-4125 INTEREST EARNED	17.15	109.34	200.00	90.66	54.7
TOTAL INVESTMENT EARNINGS	17.15	109.34	200.00	90.66	54.7
<u>SDC REVENUE</u>					
412-345-4512 TRANSPORTATION SDC	592.00	7,696.00	8,880.00	1,184.00	86.7
TOTAL SDC REVENUE	592.00	7,696.00	8,880.00	1,184.00	86.7
TOTAL FUND REVENUE	609.15	7,805.34	9,080.00	1,274.66	86.0

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 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	5,000.00	5,000.00	.0
TOTAL MATERIALS & SERVICES	.00	.00	5,000.00	5,000.00	.0
TOTAL NON-DEPARTMENTAL	.00	.00	5,000.00	5,000.00	.0
<u>CAPITAL OUTLAY</u>					
<u>CAPITAL OUTLAY</u>					
412-700-8530 STREET IMPROVEMENTS	.00	.00	40,000.00	40,000.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	40,000.00	40,000.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	40,000.00	40,000.00	.0
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
412-900-9899 UNAPPROPRIATED ENDING BALANCE	.00	.00	13,710.00	13,710.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	13,710.00	13,710.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	13,710.00	13,710.00	.0
TOTAL FUND EXPENDITURES	.00	.00	58,710.00	58,710.00	.0
NET REVENUE OVER EXPENDITURES	609.15	7,805.34	(49,630.00)	(57,435.34)	15.7

CITY OF LOWELL
 BALANCE SHEET
 DECEMBER 31, 2021

WATER SDC FUND

ASSETS

430-1110	ALLOCATED CASH	37,171.61	
430-1115	CASH IN BANK - LGIP	301,998.50	
	TOTAL ASSETS		<u>339,170.11</u>

LIABILITIES AND EQUITY

FUND EQUITY

430-3100	BEGINNING FUND BALANCE	329,227.75	
	REVENUE OVER EXPENDITURES - YTD	9,942.36	
	BALANCE - CURRENT DATE	9,942.36	
	TOTAL FUND EQUITY		<u>339,170.11</u>
	TOTAL LIABILITIES AND EQUITY		<u>339,170.11</u>

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

WATER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
430-315-4125 INTEREST EARNED	117.29	787.07	1,000.00	212.93	78.7
TOTAL INVESTMENT EARNINGS	117.29	787.07	1,000.00	212.93	78.7
<u>SDC REVENUE</u>					
430-345-4530 WATER SDC	3,830.00	49,790.00	57,450.00	7,660.00	86.7
TOTAL SDC REVENUE	3,830.00	49,790.00	57,450.00	7,660.00	86.7
TOTAL FUND REVENUE	3,947.29	50,577.07	58,450.00	7,872.93	86.5

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 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	40,634.71	102,446.00	61,811.29	39.7
TOTAL MATERIALS & SERVICES	.00	40,634.71	102,446.00	61,811.29	39.7
TOTAL NON-DEPARTMENTAL	.00	40,634.71	102,446.00	61,811.29	39.7
 <u>OTHER REQUIREMENTS</u>					
 <u>OTHER REQUIREMENTS</u>					
430-900-9899 UNAPPROPRIATED ENDING BALANCE	.00	.00	284,506.00	284,506.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	284,506.00	284,506.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	284,506.00	284,506.00	.0
TOTAL FUND EXPENDITURES	.00	40,634.71	386,952.00	346,317.29	10.5
NET REVENUE OVER EXPENDITURES	3,947.29	9,942.36	(328,502.00)	(338,444.36)	3.0

CITY OF LOWELL
 BALANCE SHEET
 DECEMBER 31, 2021

SEWER SDC FUND

ASSETS

440-1110	ALLOCATED CASH	53,818.85	
440-1115	CASH IN BANK - LGIP	67,938.11	
	TOTAL ASSETS		<u>121,756.96</u>

LIABILITIES AND EQUITY

FUND EQUITY

440-3100	BEGINNING FUND BALANCE	146,159.38	
	REVENUE OVER EXPENDITURES - YTD	(24,402.42)	
	BALANCE - CURRENT DATE	(24,402.42)	
	TOTAL FUND EQUITY		<u>121,756.96</u>
	TOTAL LIABILITIES AND EQUITY		<u>121,756.96</u>

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

SEWER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
440-315-4125 INTEREST EARNED	39.18	333.19	1,000.00	666.81	33.3
TOTAL INVESTMENT EARNINGS	39.18	333.19	1,000.00	666.81	33.3
<u>SDC REVENUE</u>					
440-345-4540 SEWER SDC	1,071.00	13,923.00	16,065.00	2,142.00	86.7
TOTAL SDC REVENUE	1,071.00	13,923.00	16,065.00	2,142.00	86.7
TOTAL FUND REVENUE	1,110.18	14,256.19	17,065.00	2,808.81	83.5

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 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	1,358.50	38,658.61	53,616.00	14,957.39	72.1
TOTAL MATERIALS & SERVICES	1,358.50	38,658.61	53,616.00	14,957.39	72.1
TOTAL NON-DEPARTMENTAL	1,358.50	38,658.61	53,616.00	14,957.39	72.1
 <u>OTHER REQUIREMENTS</u>					
 <u>OTHER REQUIREMENTS</u>					
440-900-9899 UNAPPROPRIATED ENDING BALANCE	.00	.00	109,194.00	109,194.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	109,194.00	109,194.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	109,194.00	109,194.00	.0
TOTAL FUND EXPENDITURES	1,358.50	38,658.61	162,810.00	124,151.39	23.7
NET REVENUE OVER EXPENDITURES	(248.32)	(24,402.42)	(145,745.00)	(121,342.58)	(16.7)

CITY OF LOWELL
 BALANCE SHEET
 DECEMBER 31, 2021

STORMWATER SDC FUND

ASSETS

445-1110	ALLOCATED CASH	8,864.85	
445-1115	CASH IN BANK - LGIP	48,222.74	
	TOTAL ASSETS		<u>57,087.59</u>

LIABILITIES AND EQUITY

FUND EQUITY

445-3100	BEGINNING FUND BALANCE	47,976.04	
	REVENUE OVER EXPENDITURES - YTD	9,111.55	
	BALANCE - CURRENT DATE	9,111.55	
	TOTAL FUND EQUITY		<u>57,087.59</u>
	TOTAL LIABILITIES AND EQUITY		<u>57,087.59</u>

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

STORMWATER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
445-315-4125 INTEREST EARNED	16.94	102.60	635.00	532.40	16.2
TOTAL INVESTMENT EARNINGS	16.94	102.60	635.00	532.40	16.2
<u>SDC REVENUE</u>					
445-345-4545 STORM DRAINAGE SDC	673.00	9,008.95	10,095.00	1,086.05	89.2
TOTAL SDC REVENUE	673.00	9,008.95	10,095.00	1,086.05	89.2
TOTAL FUND REVENUE	689.94	9,111.55	10,730.00	1,618.45	84.9

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

STORMWATER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
445-900-9899 UNAPPROPRIATED ENDING BALANCE	.00	.00	59,008.00	59,008.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	59,008.00	59,008.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	59,008.00	59,008.00	.0
TOTAL FUND EXPENDITURES	.00	.00	59,008.00	59,008.00	.0
NET REVENUE OVER EXPENDITURES	689.94	9,111.55	(48,278.00)	(57,389.55)	18.9

CITY OF LOWELL
 BALANCE SHEET
 DECEMBER 31, 2021

WATER RESERVE FUND

ASSETS

520-1110	ALLOCATED CASH	9,399.33	
520-1115	CASH IN BANK - LGIP	30,000.00	
	TOTAL ASSETS		39,399.33

LIABILITIES AND EQUITY

FUND EQUITY

520-3100	BEGINNING FUND BALANCE	39,395.13	
	REVENUE OVER EXPENDITURES - YTD	4.20	
	BALANCE - CURRENT DATE	4.20	
	TOTAL FUND EQUITY		39,399.33
	TOTAL LIABILITIES AND EQUITY		39,399.33

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

WATER RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>						
520-315-4125	INTEREST EARNED	.45	4.20	4.00	(.20)	105.0
	TOTAL INVESTMENT EARNINGS	.45	4.20	4.00	(.20)	105.0
	TOTAL FUND REVENUE	.45	4.20	4.00	(.20)	105.0

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 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	.45	4.20	(39,398.00)	(39,402.20)	.0

CITY OF LOWELL
 BALANCE SHEET
 DECEMBER 31, 2021

SEWER RESERVE FUND

ASSETS

521-1110	ALLOCATED CASH	5,752.56	
521-1115	CASH IN BANK - LGIP	10,000.00	
	TOTAL ASSETS		15,752.56

LIABILITIES AND EQUITY

FUND EQUITY

521-3100	BEGINNING FUND BALANCE	15,750.85	
	REVENUE OVER EXPENDITURES - YTD	1.71	
	BALANCE - CURRENT DATE	1.71	
	TOTAL FUND EQUITY		15,752.56
	TOTAL LIABILITIES AND EQUITY		15,752.56

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

SEWER RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>						
521-315-4125	INTEREST EARNED	.20	1.71	2.00	.29	85.5
	TOTAL INVESTMENT EARNINGS	.20	1.71	2.00	.29	85.5
	TOTAL FUND REVENUE	.20	1.71	2.00	.29	85.5

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 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	.20	1.71	(15,754.00)	(15,755.71)	.0

CITY OF LOWELL
 COMBINED CASH INVESTMENT
 JANUARY 31, 2022

COMBINED CASH ACCOUNTS

999-1111	CASH IN BANK - CHECKING	433,171.11
999-1115	CASH IN BANK - LGIP	1,016,363.61
		1,449,534.72
	TOTAL COMBINED CASH	1,449,534.72
999-1110	CASH ALLOCATED TO FUNDS	(1,449,534.72)
		.00
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

110	ALLOCATION TO GENERAL FUND	318,500.87
220	ALLOCATION TO BUILDING FUND	44,389.09
230	ALLOCATION TO WATER FUND	114,103.69
240	ALLOCATION TO SEWER FUND	158,016.42
312	ALLOCATION TO STREET FUND	93,999.73
314	ALLOCATION TO BLACKBERRY JAM FUND	11,559.13
410	ALLOCATION TO PARKS SDC FUND	72,623.92
412	ALLOCATION TO STREETS SDC FUND	58,444.17
430	ALLOCATION TO WATER SDC FUND	343,120.89
440	ALLOCATION TO SEWER SDC FUND	121,844.73
445	ALLOCATION TO STORMWATER SDC FUND	57,779.93
520	ALLOCATION TO WATER RESERVE FUND	39,399.49
521	ALLOCATION TO SEWER RESERVE FUND	15,752.66
		1,449,534.72
	TOTAL ALLOCATIONS TO OTHER FUNDS	1,449,534.72
	ALLOCATION FROM COMBINED CASH FUND - 999-1110	(1,449,534.72)
		.00
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

CITY OF LOWELL
 BALANCE SHEET
 JANUARY 31, 2022

GENERAL FUND

ASSETS

110-1110	ALLOCATED CASH	100,624.23	
110-1115	CASH IN BANK - LGIP	217,876.64	
110-1120	PETTY CASH	250.00	
110-1620	INVENTORY	308,934.79	
110-1710	LAND	2,595,845.69	
110-1720	BUILDINGS & FACILITIES	430,908.77	
110-1730	EQUIPMENT & FURNISHINGS	28,874.28	
110-1740	VEHICLES & ROLLING STOCK	40,847.50	
110-1750	INFRASTRUCTURE	32,762.99	
110-1795	CONSTRUCTION IN PROGRESS	14,195.83	
110-1820	AD - BUILDINGS & FACILITIES	(187,520.17)	
110-1830	AD - EQUIPMENT & FURNISHINGS	(7,893.90)	
110-1840	AD - VEHICLES & ROLLING STOCK	(13,908.46)	
110-1850	AD - INFRASTRUCTURE	(15,469.63)	
	TOTAL ASSETS		<u>3,546,328.56</u>

LIABILITIES AND EQUITY

LIABILITIES

110-2205	WAGES PAYABLE	2,156.11	
110-2210	PAYROLL TAXES PAYABLE	949.33	
110-2245	HEALTH INSURANCE PAYABLE	11,295.72	
110-2250	RETIREMENT PAYABLE	971.38	
110-2255	DEFERRED COMP PAYABLE	30.01	
110-2510	BAIL HELD	3,355.00	
110-2515	CET TAX COLLECTED	2,359.40	
110-2525	OTHER DEPOSITS	103.00	
110-2750	LONG TERM DEBT	803,036.97	
	TOTAL LIABILITIES		824,256.92

FUND EQUITY

110-3100	BEGINNING FUND BALANCE	205,803.47	
110-3275	GASB - FIXED ASSETS	3,227,577.69	
110-3277	GAAP - LONG TERM DEBT	(803,036.97)	
	REVENUE OVER EXPENDITURES - YTD	<u>91,727.45</u>	
	BALANCE - CURRENT DATE	<u>91,727.45</u>	
	TOTAL FUND EQUITY		<u>2,722,071.64</u>
	TOTAL LIABILITIES AND EQUITY		<u>3,546,328.56</u>

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
110-310-4112	2,632.80	172,243.19	153,139.00	(19,104.19)	112.5
110-310-4114	156.19	1,863.28	2,600.00	736.72	71.7
	<u>2,788.99</u>	<u>174,106.47</u>	<u>155,739.00</u>	<u>(18,367.47)</u>	<u>111.8</u>
<u>INVESTMENT EARNINGS</u>					
110-315-4125	118.09	733.75	2,500.00	1,766.25	29.4
	<u>118.09</u>	<u>733.75</u>	<u>2,500.00</u>	<u>1,766.25</u>	<u>29.4</u>
<u>INTERGOVERNMENTAL</u>					
110-320-4132	.00	5,810.28	11,000.00	5,189.72	52.8
110-320-4134	80.24	587.54	3,407.00	2,819.46	17.3
110-320-4136	1,570.41	12,293.68	22,000.00	9,706.32	55.9
110-320-4148	.00	1,178.66	6,000.00	4,821.34	19.6
	<u>1,650.65</u>	<u>19,870.16</u>	<u>42,407.00</u>	<u>22,536.84</u>	<u>46.9</u>
<u>GRANT REVENUES</u>					
110-325-4151	.00	78,436.55	140,000.00	61,563.45	56.0
110-325-4152	.00	10,586.00	10,200.00	(386.00)	103.8
110-325-4154	1,000.00	1,000.00	.00	(1,000.00)	.0
110-325-4155	.00	.00	225,500.00	225,500.00	.0
110-325-4158	(.45)	999.55	.00	(999.55)	.0
110-325-4160	.00	.00	240,000.00	240,000.00	.0
	<u>999.55</u>	<u>91,022.10</u>	<u>615,700.00</u>	<u>524,677.90</u>	<u>14.8</u>
<u>FRANCHISE FEES</u>					
110-330-4310	.00	3,433.81	5,900.00	2,466.19	58.2
110-330-4312	.00	27,903.96	53,000.00	25,096.04	52.7
110-330-4316	.00	.00	3,000.00	3,000.00	.0
110-330-4318	1,244.12	10,095.58	18,500.00	8,404.42	54.6
110-330-4320	1,645.16	9,748.10	20,335.00	10,586.90	47.9
	<u>2,889.28</u>	<u>51,181.45</u>	<u>100,735.00</u>	<u>49,553.55</u>	<u>50.8</u>

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LICENSES & PERMITS</u>					
110-335-4352	LAND USE & DEVELOPMENT	165.00	4,415.00	15,000.00	10,585.00 29.4
110-335-4354	MISC PERMITS & LICENSES	.00	20.00	275.00	255.00 7.3
110-335-4360	DOG LICENSES	.00	279.00	800.00	521.00 34.9
	TOTAL LICENSES & PERMITS	165.00	4,714.00	16,075.00	11,361.00 29.3
<u>CHARGES FOR SERVICE</u>					
110-340-4410	COPY, FAX, NOTARY & RESEARCH	60.45	227.65	1,030.00	802.35 22.1
110-340-4415	LIBRARY BUSINESS SERVICES	.00	.00	250.00	250.00 .0
110-340-4417	LIEN SEARCHES	95.00	645.00	515.00 (	130.00) 125.2
110-340-4419	ELECTION FILING FEES	.00	.00	100.00	100.00 .0
110-340-4421	SDC/CET ADMIN FEE	638.19	4,379.50	4,005.00 (	374.50) 109.4
110-340-4423	PAY STATION REVENUE	45.75	45.75	125.00	79.25 36.6
	TOTAL CHARGES FOR SERVICE	839.39	5,297.90	6,025.00	727.10 87.9
<u>SDC REVENUE</u>					
110-345-4511	PARKS REIMBURSEMENT SDC	47.00	658.00	735.00	77.00 89.5
	TOTAL SDC REVENUE	47.00	658.00	735.00	77.00 89.5
<u>FINES & FORFEITURES</u>					
110-350-4625	MUNICIPAL COURT REVENUE	1,205.00	4,288.19	3,146.00 (	1,142.19) 136.3
	TOTAL FINES & FORFEITURES	1,205.00	4,288.19	3,146.00 (	1,142.19) 136.3
<u>LOAN PAYMENTS & PROCEEDS</u>					
110-360-4225	LOAN PROCEEDS	.00	.00	500,000.00	500,000.00 .0
	TOTAL LOAN PAYMENTS & PROCEEDS	.00	.00	500,000.00	500,000.00 .0
<u>OTHER REVENUE</u>					
110-370-4825	LIBRARY DONATIONS	.00	301.85	.00 (	301.85) .0
110-370-4826	PARKS DONATIONS	.00 (	55.00)	.00	55.00 .0
110-370-4849	CAPITAL ASSET DISPOSAL	.00	.00	418,700.00	418,700.00 .0
	TOTAL OTHER REVENUE	.00	246.85	418,700.00	418,453.15 .1

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FUNDRAISING & EVENT REVENUE</u>					
110-380-4865 LIBRARY CAPITAL CAMPAIGN	1,500.00	9,120.00	.00	(9,120.00)	.0
TOTAL FUNDRAISING & EVENT REVENUE	1,500.00	9,120.00	.00	(9,120.00)	.0
<u>MISCELLANEOUS REVENUE</u>					
110-385-4895 MISCELLANEOUS REVENUE	.00	468.84	2,250.00	1,781.16	20.8
TOTAL MISCELLANEOUS REVENUE	.00	468.84	2,250.00	1,781.16	20.8
TOTAL FUND REVENUE	12,202.95	361,707.71	1,864,012.00	1,502,304.29	19.4

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
<u>PERSONAL SERVICES</u>					
110-410-5110 CITY ADMINISTRATOR	1,487.50	11,437.51	17,850.00	6,412.49	64.1
110-410-5114 CITY CLERK	362.38	3,570.46	5,828.00	2,257.54	61.3
110-410-5158 MAINTENANCE WORKER I	149.29	1,143.19	2,195.00	1,051.81	52.1
110-410-5220 OVERTIME	.00	30.07	84.00	53.93	35.8
110-410-5315 SOCIAL SECURITY/MEDICARE	152.93	1,237.78	1,978.00	740.22	62.6
110-410-5320 WORKER'S COMP	.58	37.08	457.00	419.92	8.1
110-410-5350 UNEMPLOYMENT	.00	.00	1,728.00	1,728.00	.0
110-410-5410 HEALTH INSURANCE	260.71	2,710.51	3,901.00	1,190.49	69.5
110-410-5450 PUBLIC EMPLOYEES RETIREMENT	321.30	2,677.96	5,095.00	2,417.04	52.6
TOTAL PERSONAL SERVICES	2,734.69	22,844.56	39,116.00	16,271.44	58.4
<u>MATERIALS & SERVICES</u>					
110-410-6110 AUDITING	.00	5,775.00	5,500.00	(275.00)	105.0
110-410-6112 LEGAL SERVICES	741.02	1,945.39	2,500.00	554.61	77.8
110-410-6114 FINANCIAL SERVICES	351.75	2,723.00	6,215.00	3,492.00	43.8
110-410-6122 IT SERVICES	540.66	6,400.64	12,000.00	5,599.36	53.3
110-410-6124 COPIER CONTRACT	147.98	1,035.86	2,250.00	1,214.14	46.0
110-410-6128 OTHER CONTRACT SERVICES	39.33	1,213.69	12,500.00	11,286.31	9.7
110-410-6210 INSURANCE & BONDS	.00	1,033.45	6,426.00	5,392.55	16.1
110-410-6220 PUBLICATIONS, PRINTING & DUES	75.00	2,153.36	1,400.00	(753.36)	153.8
110-410-6222 NEWSLETTER EXPENDITURE	.00	.00	1,200.00	1,200.00	.0
110-410-6226 POSTAGE	.00	432.73	500.00	67.27	86.6
110-410-6228 PUBLIC NOTICES	.00	293.85	500.00	206.15	58.8
110-410-6230 OFFICE SUPPLIES/EQUIPMENT	271.62	2,205.46	2,000.00	(205.46)	110.3
110-410-6234 GENERAL SUPPLIES	.00	308.76	1,000.00	691.24	30.9
110-410-6238 BANK SERVICE CHARGES	25.49	194.89	1,000.00	805.11	19.5
110-410-6240 TRAVEL & TRAINING	99.00	99.00	5,700.00	5,601.00	1.7
110-410-6290 MISCELLANEOUS	.00	272.38	500.00	227.62	54.5
110-410-6320 BUILDING REPAIR & MAINTENANCE	.00	12.00	1,000.00	988.00	1.2
110-410-6324 EQUIPMENT REPAIR & MAINTENANCE	.00	.00	100.00	100.00	.0
110-410-6334 NON-CAPITALIZED ASSETS	.00	.00	2,000.00	2,000.00	.0
110-410-6420 WATER SERVICES	100.39	1,889.35	1,398.00	(491.35)	135.2
110-410-6425 SEWER SERVICES	233.38	1,626.87	825.00	(801.87)	197.2
110-410-6430 ELECTRICITY SERVICES	331.58	1,587.36	2,100.00	512.64	75.6
110-410-6435 INTERNET SERVICES	120.21	841.47	1,322.00	480.53	63.7
110-410-6440 TELEPHONE SERVICES	215.45	1,468.48	1,875.00	406.52	78.3
110-410-6445 REFUSE SERVICES	12.50	420.09	120.00	(300.09)	350.1
110-410-6510 COUNCIL EXPENDITURE	.00	.00	2,000.00	2,000.00	.0
110-410-6512 STATE ETHICS COMMISSION	.00	548.82	650.00	101.18	84.4
TOTAL MATERIALS & SERVICES	3,305.36	34,481.90	74,581.00	40,099.10	46.2

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
110-410-8225 BUILDINGS & FACILITIES	1,100.00	1,100.00	185,700.00	184,600.00	.6
TOTAL CAPITAL OUTLAY	1,100.00	1,100.00	185,700.00	184,600.00	.6
TOTAL ADMINISTRATION	7,140.05	58,426.46	299,397.00	240,970.54	19.5
<u>PARKS & RECREATION</u>					
<u>PERSONAL SERVICES</u>					
110-420-5110 CITY ADMINISTRATOR	371.88	2,769.61	4,463.00	1,693.39	62.1
110-420-5150 PUBLIC WORKS DIRECTOR	316.50	2,372.47	3,798.00	1,425.53	62.5
110-420-5152 UTILITY WORKER I	722.36	5,425.50	4,551.00	(874.50)	119.2
110-420-5154 UTILITY WORKER II	.00	.00	4,551.00	4,551.00	.0
110-420-5156 TEMPORARY/SEASONAL	.00	2,564.00	3,028.00	464.00	84.7
110-420-5158 MAINTENANCE WORKER I	746.38	5,715.65	10,976.00	5,260.35	52.1
110-420-5220 OVERTIME	121.89	967.17	1,409.00	441.83	68.6
110-420-5315 SOCIAL SECURITY/MEDICARE	174.37	1,516.02	2,512.00	995.98	60.4
110-420-5320 WORKER'S COMP	.92	428.94	1,670.00	1,241.06	25.7
110-420-5350 UNEMPLOYMENT	.00	.00	2,328.00	2,328.00	.0
110-420-5410 HEALTH INSURANCE	300.15	3,002.57	4,384.00	1,381.43	68.5
110-420-5450 PUBLIC EMPLOYEES RETIREMENT	447.40	3,376.17	6,444.00	3,067.83	52.4
TOTAL PERSONAL SERVICES	3,201.85	28,138.10	50,114.00	21,975.90	56.2

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
110-420-6122	78.60	547.45	.00	(547.45)	.0
110-420-6128	.00	1,609.37	20,000.00	18,390.63	8.1
110-420-6210	.00	1,826.14	1,861.00	34.86	98.1
110-420-6234	9.00	2,469.48	2,000.00	(469.48)	123.5
110-420-6238	5.21	5.21	4.00	(1.21)	130.3
110-420-6290	.00	285.00	500.00	215.00	57.0
110-420-6320	.00	200.00	3,000.00	2,800.00	6.7
110-420-6324	.00	2,390.83	2,000.00	(390.83)	119.5
110-420-6328	.00	.00	1,000.00	1,000.00	.0
110-420-6330	.00	1,811.77	2,000.00	188.23	90.6
110-420-6334	183.55	7,185.35	11,000.00	3,814.65	65.3
110-420-6339	.00	5,813.30	10,000.00	4,186.70	58.1
110-420-6420	276.44	4,275.39	25,000.00	20,724.61	17.1
110-420-6425	127.88	891.44	1,650.00	758.56	54.0
110-420-6430	211.58	1,188.72	2,129.00	940.28	55.8
110-420-6445	.00	.00	365.00	365.00	.0
110-420-6535	.00	1,140.00	.00	(1,140.00)	.0
110-420-6710	227.27	1,186.93	1,500.00	313.07	79.1
TOTAL MATERIALS & SERVICES	1,119.53	32,826.38	84,009.00	51,182.62	39.1
<u>CAPITAL OUTLAY</u>					
110-420-8520	810.25	11,237.39	740,000.00	728,762.61	1.5
TOTAL CAPITAL OUTLAY	810.25	11,237.39	740,000.00	728,762.61	1.5
TOTAL PARKS & RECREATION	5,131.63	72,201.87	874,123.00	801,921.13	8.3
<u>POLICE</u>					
<u>MATERIALS & SERVICES</u>					
110-430-6118	2,534.60	16,781.41	29,530.00	12,748.59	56.8
TOTAL MATERIALS & SERVICES	2,534.60	16,781.41	29,530.00	12,748.59	56.8
TOTAL POLICE	2,534.60	16,781.41	29,530.00	12,748.59	56.8
<u>COMMUNITY DEVELOPMENT</u>					

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONAL SERVICES</u>					
110-440-5110 CITY ADMINISTRATOR	371.88	2,769.61	4,463.00	1,693.39	62.1
110-440-5315 SOCIAL SECURITY/MEDICARE	28.46	211.95	341.00	129.05	62.2
110-440-5320 WORKER'S COMP	.08	2.52	68.00	65.48	3.7
110-440-5350 UNEMPLOYMENT	.00	.00	360.00	360.00	.0
110-440-5410 HEALTH INSURANCE	32.40	334.42	484.00	149.58	69.1
110-440-5450 PUBLIC EMPLOYEES RETIREMENT	73.00	556.04	876.00	319.96	63.5
TOTAL PERSONAL SERVICES	505.82	3,874.54	6,592.00	2,717.46	58.8
<u>MATERIALS & SERVICES</u>					
110-440-6116 ENGINEERING SERVICES	1,249.50	15,433.76	20,000.00	4,566.24	77.2
110-440-6122 IT SERVICES	17.50	121.40	.00	(121.40)	.0
110-440-6128 OTHER CONTRACT SERVICES	.00	7,505.49	10,000.00	2,494.51	75.1
110-440-6210 INSURANCE & BONDS	.00	264.49	.00	(264.49)	.0
110-440-6220 PUBLICATIONS, PRINTING & DUES	.00	.00	100.00	100.00	.0
110-440-6226 POSTAGE	.00	85.79	175.00	89.21	49.0
110-440-6290 MISCELLANEOUS	.00	.00	250.00	250.00	.0
110-440-6522 LAND USE & DEVELOPMENT COSTS	.00	10,316.75	20,000.00	9,683.25	51.6
TOTAL MATERIALS & SERVICES	1,267.00	33,727.68	50,525.00	16,797.32	66.8
<u>CAPITAL OUTLAY</u>					
110-440-8225 BUILDINGS & FACILITIES	.00	17,858.94	10,000.00	(7,858.94)	178.6
TOTAL CAPITAL OUTLAY	.00	17,858.94	10,000.00	(7,858.94)	178.6
TOTAL COMMUNITY DEVELOPMENT	1,772.82	55,461.16	67,117.00	11,655.84	82.6
<u>LIBRARY</u>					
<u>PERSONAL SERVICES</u>					
110-450-5130 LIBRARIAN/SPECIAL EVENTS	.00	.00	16,380.00	16,380.00	.0
110-450-5156 TEMPORARY/ SEASONAL	.00	512.82	606.00	93.18	84.6
110-450-5158 MAINTENANCE WORKER I	149.29	1,143.19	2,194.00	1,050.81	52.1
110-450-5315 SOCIAL SECURITY/MEDICARE	11.43	126.72	1,467.00	1,340.28	8.6
110-450-5320 WORKER'S COMP	.09	21.53	326.00	304.47	6.6
110-450-5350 UNEMPLOYMENT	.00	.00	1,323.00	1,323.00	.0
110-450-5410 HEALTH INSURANCE	.00	.00	4,833.00	4,833.00	.0
110-450-5450 PUBLIC EMPLOYEES RETIREMENT	29.30	222.47	3,764.00	3,541.53	5.9
TOTAL PERSONAL SERVICES	190.11	2,026.73	30,893.00	28,866.27	6.6

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
110-450-6122	50.65	534.89	1,460.00	925.11	36.6
110-450-6128	.00	27.43	500.00	472.57	5.5
110-450-6210	.00	7.02	.00	(7.02)	.0
110-450-6226	.00	299.20	50.00	(249.20)	598.4
110-450-6230	.00	.00	500.00	500.00	.0
110-450-6234	1.80	206.26	1,500.00	1,293.74	13.8
110-450-6238	1.95	97.24	1.00	(96.24)	9724.0
110-450-6290	.00	82.76	250.00	167.24	33.1
110-450-6320	.00	613.06	1,656.00	1,042.94	37.0
110-450-6420	7.57	58.54	950.00	891.46	6.2
110-450-6425	15.99	111.46	750.00	638.54	14.9
110-450-6430	45.95	204.42	2,400.00	2,195.58	8.5
110-450-6435	46.24	323.68	780.00	456.32	41.5
110-450-6440	32.08	227.73	350.00	122.27	65.1
110-450-6445	.00	.00	525.00	525.00	.0
110-450-6530	.00	.00	1,000.00	1,000.00	.0
TOTAL MATERIALS & SERVICES	202.23	2,793.69	12,672.00	9,878.31	22.1
<u>CAPITAL OUTLAY</u>					
110-450-8225	3,120.00	37,436.86	307,115.00	269,678.14	12.2
TOTAL CAPITAL OUTLAY	3,120.00	37,436.86	307,115.00	269,678.14	12.2
TOTAL LIBRARY	3,512.34	42,257.28	350,680.00	308,422.72	12.1
<u>CODE ENFORCEMENT</u>					
<u>PERSONAL SERVICES</u>					
110-460-5110	371.88	2,769.61	4,463.00	1,693.39	62.1
110-460-5150	316.50	2,372.47	3,798.00	1,425.53	62.5
110-460-5220	.00	73.95	315.00	241.05	23.5
110-460-5315	52.66	399.03	341.00	(58.03)	117.0
110-460-5320	.16	13.42	154.00	140.58	8.7
110-460-5350	.00	.00	692.00	692.00	.0
110-460-5410	100.07	1,001.08	1,462.00	460.92	68.5
110-460-5450	135.14	1,032.70	1,684.00	651.30	61.3
TOTAL PERSONAL SERVICES	976.41	7,662.26	12,909.00	5,246.74	59.4

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
110-460-6128 OTHER CONTRACT SERVICES	17.00	188.97	.00	(188.97)	.0
110-460-6234 GENERAL SUPPLIES	.45	.45	100.00	99.55	.5
110-460-6238 BANK SERVICE CHARGES	.35	.35	1.00	.65	35.0
110-460-6290 MISCELLANEOUS	.00	.00	100.00	100.00	.0
110-460-6445 REFUSE SERVICES	.00	.00	2,600.00	2,600.00	.0
TOTAL MATERIALS & SERVICES	17.80	189.77	2,801.00	2,611.23	6.8
TOTAL CODE ENFORCEMENT	994.21	7,852.03	15,710.00	7,857.97	50.0
<u>TOURISM</u>					
<u>MATERIALS & SERVICES</u>					
110-470-6224 MARKETING	.00	120.00	295.00	175.00	40.7
110-470-6226 POSTAGE	.00	17.16	100.00	82.84	17.2
110-470-6290 MISCELLANEOUS	.00	.00	250.00	250.00	.0
110-470-6326 COVERED BRIDGE MAINTENANCE	65.75	437.01	2,466.00	2,028.99	17.7
110-470-6527 COMMUNITY GRANT PROGRAM	.00	1,993.92	3,000.00	1,006.08	66.5
TOTAL MATERIALS & SERVICES	65.75	2,568.09	6,111.00	3,542.91	42.0
TOTAL TOURISM	65.75	2,568.09	6,111.00	3,542.91	42.0
<u>MUNICIPAL COURT</u>					
<u>PERSONAL SERVICES</u>					
110-480-5110 CITY ADMINISTRATOR	371.88	2,949.20	4,463.00	1,513.80	66.1
110-480-5114 CITY CLERK	181.20	1,785.32	2,914.00	1,128.68	61.3
110-480-5220 OVERTIME	.00	15.04	42.00	26.96	35.8
110-480-5315 SOCIAL SECURITY/MEDICARE	42.32	363.40	567.00	203.60	64.1
110-480-5320 WORKER'S COMP	.16	11.97	135.00	123.03	8.9
110-480-5350 UNEMPLOYMENT	.00	.00	599.00	599.00	.0
110-480-5410 HEALTH INSURANCE	97.95	1,020.84	1,468.00	447.16	69.5
110-480-5450 PUBLIC EMPLOYEES RETIREMENT	73.00	671.69	1,456.00	784.31	46.1
TOTAL PERSONAL SERVICES	766.51	6,817.46	11,644.00	4,826.54	58.6

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
110-480-6120	.00	750.00	1,250.00	500.00	60.0
110-480-6128	.45	1,457.56	1,000.00	(457.56)	145.8
110-480-6226	.00	17.16	50.00	32.84	34.3
110-480-6238	38.58	72.10	200.00	127.90	36.1
110-480-6560	.00	600.00	630.00	30.00	95.2
110-480-6565	.00	46.72	61.00	14.28	76.6
TOTAL MATERIALS & SERVICES	39.03	2,943.54	3,191.00	247.46	92.3
TOTAL MUNICIPAL COURT	805.54	9,761.00	14,835.00	5,074.00	65.8
<u>DEBT SERVICE</u>					
<u>DEBT SERVICES</u>					
110-800-7110	.00	.00	298,000.00	298,000.00	.0
110-800-7111	.00	.00	10,458.00	10,458.00	.0
110-800-7112	.00	.00	68,171.00	68,171.00	.0
110-800-7510	667.28	4,670.96	8,010.00	3,339.04	58.3
110-800-7511	.00	.00	12,194.00	12,194.00	.0
110-800-7512	.00	.00	9,526.00	9,526.00	.0
TOTAL DEBT SERVICES	667.28	4,670.96	406,359.00	401,688.04	1.2
TOTAL DEBT SERVICE	667.28	4,670.96	406,359.00	401,688.04	1.2
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
110-900-9590	.00	.00	39,825.00	39,825.00	.0
110-900-9895	.00	.00	2,500.00	2,500.00	.0
110-900-9899	.00	.00	168,248.00	168,248.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	210,573.00	210,573.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	210,573.00	210,573.00	.0
TOTAL FUND EXPENDITURES	22,624.22	269,980.26	2,274,435.00	2,004,454.74	11.9

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(10,421.27)	91,727.45	(410,423.00)	(502,150.45)	22.4

CITY OF LOWELL
 BALANCE SHEET
 JANUARY 31, 2022

BUILDING FUND

ASSETS

220-1110	ALLOCATED CASH	44,389.09	
	TOTAL ASSETS		44,389.09

LIABILITIES AND EQUITY

LIABILITIES

220-2205	WAGES PAYABLE	68.26	
220-2210	PAYROLL TAXES PAYABLE	28.57	
220-2245	HEALTH INSURANCE PAYABLE	66.30	
220-2250	RETIREMENT PAYABLE	(2.76)	
	TOTAL LIABILITIES		160.37

FUND EQUITY

220-3100	BEGINNING FUND BALANCE	29,944.12	
	REVENUE OVER EXPENDITURES - YTD	14,284.60	
	BALANCE - CURRENT DATE	14,284.60	
	TOTAL FUND EQUITY		44,228.72
	TOTAL LIABILITIES AND EQUITY		44,389.09

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

BUILDING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
220-315-4125 INTEREST EARNED	.71	5.50	.00	(5.50)	.0
TOTAL INVESTMENT EARNINGS	.71	5.50	.00	(5.50)	.0
<u>LICENSES & PERMITS</u>					
220-335-4356 BUILDING PERMIT FEES	6,122.26	52,946.73	45,000.00	(7,946.73)	117.7
220-335-4358 ELECTRICAL PERMIT FEES	285.60	5,995.84	5,250.00	(745.84)	114.2
TOTAL LICENSES & PERMITS	6,407.86	58,942.57	50,250.00	(8,692.57)	117.3
TOTAL FUND REVENUE	6,408.57	58,948.07	50,250.00	(8,698.07)	117.3

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

BUILDING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>PERSONAL SERVICES</u>					
220-490-5110 CITY ADMINISTRATOR	.00	179.59	.00	(179.59)	.0
220-490-5114 CITY CLERK	181.20	1,785.32	2,914.00	1,128.68	61.3
220-490-5220 OVERTIME	.00	15.04	42.00	26.96	35.8
220-490-5315 SOCIAL SECURITY/MEDICARE	13.86	151.45	226.00	74.55	67.0
220-490-5320 WORKER'S COMP	.08	274.90	54.00	(220.90)	509.1
220-490-5350 UNEMPLOYMENT	.00	.00	240.00	240.00	.0
220-490-5410 HEALTH INSURANCE	65.55	686.42	984.00	297.58	69.8
220-490-5450 PUBLIC EMPLOYEES RETIREMENT	.00	115.66	580.00	464.34	19.9
TOTAL PERSONAL SERVICES	260.69	3,208.38	5,040.00	1,831.62	63.7
<u>MATERIALS & SERVICES</u>					
220-490-6110 AUDITING	.00	.00	500.00	500.00	.0
220-490-6112 LEGAL SERVICES	.00	.00	500.00	500.00	.0
220-490-6122 IT SERVICES	23.70	436.41	2,400.00	1,963.59	18.2
220-490-6128 OTHER CONTRACT SERVICES	.00	5.49	.00	(5.49)	.0
220-490-6150 BUILDING INSPECTION SERVICES	1,727.44	32,653.43	22,500.00	(10,153.43)	145.1
220-490-6152 ELECTRICAL INSPECTION SERVICES	.00	3,393.00	2,625.00	(768.00)	129.3
220-490-6226 POSTAGE	.00	17.16	.00	(17.16)	.0
220-490-6230 OFFICE SUPPLIES/EQUIPMENT	.45	.45	.00	(.45)	.0
220-490-6238 BANK SERVICE CHARGES	.35	.35	125.00	124.65	.3
220-490-6290 MISCELLANEOUS	.00	.00	100.00	100.00	.0
220-490-6420 WATER SERVICES	3.03	20.25	175.00	154.75	11.6
220-490-6425 SEWER SERVICES	6.39	38.16	125.00	86.84	30.5
220-490-6430 ELECTRICITY SERVICES	18.38	80.96	225.00	144.04	36.0
220-490-6435 INTERNET SERVICES	18.49	129.43	148.00	18.57	87.5
220-490-6440 TELEPHONE SERVICES	17.34	122.76	225.00	102.24	54.6
220-490-6445 REFUSE SERVICES	.00	.00	50.00	50.00	.0
220-490-6524 BUILDING STATE SURCHARGE	1,566.00	3,978.36	5,850.00	1,871.64	68.0
220-490-6525 ELECTRICAL STATE SURCHARGE	170.52	578.88	683.00	104.12	84.8
TOTAL MATERIALS & SERVICES	3,552.09	41,455.09	36,231.00	(5,224.09)	114.4
TOTAL NON-DEPARTMENTAL	3,812.78	44,663.47	41,271.00	(3,392.47)	108.2
<u>OTHER REQUIREMENTS</u>					

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

BUILDING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER REQUIREMENTS</u>					
220-900-9590 CONTINGENCY	.00	.00	7,959.00	7,959.00	.0
220-900-9899 UNAPPROPRIATED ENDING BALANCE	.00	.00	20,875.00	20,875.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	28,834.00	28,834.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	28,834.00	28,834.00	.0
TOTAL FUND EXPENDITURES	3,812.78	44,663.47	70,105.00	25,441.53	63.7
NET REVENUE OVER EXPENDITURES	2,595.79	14,284.60	(19,855.00)	(34,139.60)	71.9

CITY OF LOWELL
 BALANCE SHEET
 JANUARY 31, 2022

WATER FUND

ASSETS

230-1110	ALLOCATED CASH	23,613.98	
230-1115	CASH IN BANK - LGIP	90,489.71	
230-1510	ACCOUNTS RECEIVABLE	35,697.15	
230-1710	LAND	81,179.00	
230-1720	BUILDINGS & FACILITIES	35,875.00	
230-1730	EQUIPMENT & FURNISHINGS	108,645.38	
230-1740	VEHICLES & ROLLING STOCK	34,066.66	
230-1750	INFRASTRUCTURE	4,432,770.46	
230-1820	AD - BUILDINGS & FACILITIES	(19,711.68)	
230-1830	AD - EQUIPMENT & FURNISHINGS	(75,105.02)	
230-1840	AD - VEHICLES & ROLLING STOCK	(17,729.64)	
230-1850	AD - INFRASTRUCTURE	(2,255,795.60)	
	TOTAL ASSETS		<u>2,473,995.40</u>

LIABILITIES AND EQUITY

LIABILITIES

230-2205	WAGES PAYABLE	3,425.31	
230-2210	PAYROLL TAXES PAYABLE	1,582.63	
230-2245	HEALTH INSURANCE PAYABLE	2,136.74	
230-2250	RETIREMENT PAYABLE	1,205.50	
230-2255	DEFERRED COMP PAYABLE	127.51	
230-2520	UTILITY DEPOSITS	38,200.00	
230-2530	H2O DONATIONS	360.00	
230-2750	LONG TERM DEBT	1,051,825.87	
	TOTAL LIABILITIES		1,098,863.56

FUND EQUITY

230-3100	BEGINNING FUND BALANCE	41,481.94	
230-3275	GASB - FIXED ASSETS	2,324,194.56	
230-3277	GAAP - LONG TERM DEBT	(1,051,825.87)	
	REVENUE OVER EXPENDITURES - YTD	<u>61,281.21</u>	
	BALANCE - CURRENT DATE	<u>61,281.21</u>	
	TOTAL FUND EQUITY		<u>1,375,131.84</u>
	TOTAL LIABILITIES AND EQUITY		<u>2,473,995.40</u>

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
230-315-4125	36.99	160.44	2,200.00	2,039.56	7.3
	36.99	160.44	2,200.00	2,039.56	7.3
<u>GRANT REVENUES</u>					
230-325-4151	.00	54,248.82	120,000.00	65,751.18	45.2
	.00	54,248.82	120,000.00	65,751.18	45.2
<u>LICENSES & PERMITS</u>					
230-335-4370	250.00	3,750.00	2,750.00	(1,000.00)	136.4
	250.00	3,750.00	2,750.00	(1,000.00)	136.4
<u>CHARGES FOR SERVICE</u>					
230-340-4425	26,499.23	259,075.61	364,700.00	105,624.39	71.0
230-340-4426	.00	7,016.77	10,000.00	2,983.23	70.2
230-340-4435	328.64	2,852.91	4,240.00	1,387.09	67.3
230-340-4450	.00	740.00	1,500.00	760.00	49.3
	26,827.87	269,685.29	380,440.00	110,754.71	70.9
<u>SDC REVENUE</u>					
230-345-4531	745.00	10,430.00	7,450.00	(2,980.00)	140.0
	745.00	10,430.00	7,450.00	(2,980.00)	140.0
<u>MISCELLANEOUS REVENUE</u>					
230-385-4895	.00	.00	500.00	500.00	.0
	.00	.00	500.00	500.00	.0
	27,859.86	338,274.55	513,340.00	175,065.45	65.9

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>PERSONAL SERVICES</u>					
230-490-5110	CITY ADMINISTRATOR	2,045.32	16,669.46	24,544.00	7,874.54 67.9
230-490-5114	CITY CLERK	1,449.54	14,282.01	23,310.00	9,027.99 61.3
230-490-5150	PUBLIC WORKS DIRECTOR	2,690.32	20,166.48	32,284.00	12,117.52 62.5
230-490-5152	UTILITY WORKER I	3,070.08	23,058.76	19,341.00 (3,717.76)	119.2
230-490-5154	UTILITY WORKER II	.00	.00	19,341.00	19,341.00 .0
230-490-5156	TEMPORARY/ SEASONAL	.00	512.82	606.00	93.18 84.6
230-490-5158	MAINTENANCE WORKER I	223.91	1,714.67	3,293.00	1,578.33 52.1
230-490-5220	OVERTIME	518.08	4,545.27	5,000.00	454.73 90.9
230-490-5315	SOCIAL SECURITY/MEDICARE	764.80	6,192.71	9,993.00	3,800.29 62.0
230-490-5320	WORKER'S COMP	3.24	1,581.15	6,317.00	4,735.85 25.0
230-490-5350	UNEMPLOYMENT	.00	.00	10,420.00	10,420.00 .0
230-490-5410	HEALTH INSURANCE	2,128.27	21,504.25	31,270.00	9,765.75 68.8
230-490-5450	PUBLIC EMPLOYEES RETIREMENT	1,677.92	13,601.07	25,639.00	12,037.93 53.1
	TOTAL PERSONAL SERVICES	14,571.48	123,828.65	211,358.00	87,529.35 58.6

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
230-490-6110	.00	5,775.00	6,000.00	225.00	96.3
230-490-6112	.00	.00	500.00	500.00	.0
230-490-6114	351.75	2,723.00	4,100.00	1,377.00	66.4
230-490-6116	2,613.00	13,317.63	1,500.00	(11,817.63)	887.8
230-490-6122	374.13	3,358.41	5,500.00	2,141.59	61.1
230-490-6128	78.65	742.53	8,500.00	7,757.47	8.7
230-490-6210	.00	8,736.69	8,000.00	(736.69)	109.2
230-490-6220	75.00	319.30	1,200.00	880.70	26.6
230-490-6226	.00	652.00	1,100.00	448.00	59.3
230-490-6230	.00	84.70	3,500.00	3,415.30	2.4
230-490-6234	220.77	1,139.93	3,000.00	1,860.07	38.0
230-490-6238	293.99	1,820.71	4,000.00	2,179.29	45.5
230-490-6240	.00	.00	1,500.00	1,500.00	.0
230-490-6290	.00	.00	1,500.00	1,500.00	.0
230-490-6320	1,936.68	1,936.68	3,000.00	1,063.32	64.6
230-490-6324	781.22	12,149.66	5,000.00	(7,149.66)	243.0
230-490-6330	60.00	6,898.95	17,000.00	10,101.05	40.6
230-490-6334	.00	3,619.95	2,000.00	(1,619.95)	181.0
230-490-6420	35.90	528.46	500.00	(28.46)	105.7
230-490-6425	63.94	445.72	775.00	329.28	57.5
230-490-6430	1,451.72	10,776.80	19,800.00	9,023.20	54.4
230-490-6435	75.00	605.92	900.00	294.08	67.3
230-490-6440	247.05	1,576.47	3,950.00	2,373.53	39.9
230-490-6445	44.40	309.25	540.00	230.75	57.3
230-490-6710	.00	425.00	2,000.00	1,575.00	21.3
230-490-6712	54.80	1,360.77	1,500.00	139.23	90.7
230-490-6750	1,987.03	9,140.26	18,000.00	8,859.74	50.8
230-490-6755	291.80	2,126.00	6,400.00	4,274.00	33.2
230-490-6758	.00	5,831.20	3,200.00	(2,631.20)	182.2
230-490-6760	1,244.12	10,095.58	18,235.00	8,139.42	55.4
TOTAL MATERIALS & SERVICES	12,280.95	106,496.57	152,700.00	46,203.43	69.7
TOTAL NON-DEPARTMENTAL	26,852.43	230,325.22	364,058.00	133,732.78	63.3
<u>CAPITAL OUTLAY</u>					
<u>CAPITAL OUTLAY</u>					
230-700-8335	.00	.00	27,500.00	27,500.00	.0
230-700-8540	29,960.00	29,960.00	.00	(29,960.00)	.0
TOTAL CAPITAL OUTLAY	29,960.00	29,960.00	27,500.00	(2,460.00)	109.0
TOTAL CAPITAL OUTLAY	29,960.00	29,960.00	27,500.00	(2,460.00)	109.0

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICE</u>					
<u>DEBT SERVICES</u>					
230-800-7122	.00	.00	4,962.00	4,962.00	.0
230-800-7124	.00	.00	16,991.00	16,991.00	.0
230-800-7125	.00	11,025.28	7,651.00	(3,374.28)	144.1
230-800-7522	.00	.00	2,705.00	2,705.00	.0
230-800-7524	.00	.00	22,390.00	22,390.00	.0
230-800-7525	.00	5,682.84	3,915.00	(1,767.84)	145.2
TOTAL DEBT SERVICES	.00	16,708.12	58,614.00	41,905.88	28.5
TOTAL DEBT SERVICE	.00	16,708.12	58,614.00	41,905.88	28.5
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
230-900-9590	.00	.00	35,532.00	35,532.00	.0
230-900-9899	.00	.00	73,190.00	73,190.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	108,722.00	108,722.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	108,722.00	108,722.00	.0
TOTAL FUND EXPENDITURES	56,812.43	276,993.34	558,894.00	281,900.66	49.6
NET REVENUE OVER EXPENDITURES	(28,952.57)	61,281.21	(45,554.00)	(106,835.21)	134.5

CITY OF LOWELL
 BALANCE SHEET
 JANUARY 31, 2022

SEWER FUND

ASSETS

240-1110	ALLOCATED CASH	70,196.02	
240-1115	CASH IN BANK - LGIP	87,820.40	
240-1510	ACCOUNTS RECEIVABLE	38,734.62	
240-1710	LAND	11,000.00	
240-1720	BUILDINGS & FACILITIES	89,114.40	
240-1730	EQUIPMENT & FURNISHINGS	68,330.05	
240-1740	VEHICLES & ROLLING STOCK	21,779.50	
240-1750	INFRASTRUCTURE	4,708,963.28	
240-1820	AD - BUILDINGS & FACILITIES	(42,695.71)	
240-1830	AD - EQUIPMENT & FURNISHINGS	(28,515.11)	
240-1840	AD - VEHICLES & ROLLING STOCK	(5,444.88)	
240-1850	AD - INFRASTRUCTURE	(2,898,225.48)	
	TOTAL ASSETS		<u>2,121,057.09</u>

LIABILITIES AND EQUITY

LIABILITIES

240-2205	WAGES PAYABLE	3,425.27	
240-2210	PAYROLL TAXES PAYABLE	1,582.65	
240-2245	HEALTH INSURANCE PAYABLE	2,136.75	
240-2250	RETIREMENT PAYABLE	1,205.46	
240-2255	DEFERRED COMP PAYABLE	127.48	
240-2750	LONG TERM DEBT	547,119.72	
	TOTAL LIABILITIES		555,597.33

FUND EQUITY

240-3100	BEGINNING FUND BALANCE	184,427.11	
240-3275	GASB - FIXED ASSETS	1,924,306.05	
240-3277	GAAP - LONG TERM DEBT	(547,119.72)	
	REVENUE OVER EXPENDITURES - YTD	<u>3,846.32</u>	
	BALANCE - CURRENT DATE	<u>3,846.32</u>	
	TOTAL FUND EQUITY		<u>1,565,459.76</u>
	TOTAL LIABILITIES AND EQUITY		<u>2,121,057.09</u>

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
240-315-4125 INTEREST EARNED	36.06	387.70	2,150.00	1,762.30	18.0
TOTAL INVESTMENT EARNINGS	36.06	387.70	2,150.00	1,762.30	18.0
<u>GRANT REVENUES</u>					
240-325-4151 SEWER - OPERATING GRANTS	.00	.00	20,000.00	20,000.00	.0
TOTAL GRANT REVENUES	.00	.00	20,000.00	20,000.00	.0
<u>LICENSES & PERMITS</u>					
240-335-4370 WATER/SEWER CONNECTION PERMIT	115.00	1,725.00	1,150.00	(575.00)	150.0
TOTAL LICENSES & PERMITS	115.00	1,725.00	1,150.00	(575.00)	150.0
<u>CHARGES FOR SERVICE</u>					
240-340-4425 WATER/SEWER SALES	33,499.32	267,134.57	406,700.00	139,565.43	65.7
240-340-4426 BULK GREY WATER DISPOSAL	.00	10,425.00	.00	(10,425.00)	.0
240-340-4450 WATER/SEWER PENALTIES	.00	670.00	2,200.00	1,530.00	30.5
TOTAL CHARGES FOR SERVICE	33,499.32	278,229.57	408,900.00	130,670.43	68.0
<u>SDC REVENUE</u>					
240-345-4541 SEWER REIMBURSEMENT SDC	618.00	8,652.00	6,180.00	(2,472.00)	140.0
TOTAL SDC REVENUE	618.00	8,652.00	6,180.00	(2,472.00)	140.0
<u>MISCELLANEOUS REVENUE</u>					
240-385-4895 MISCELLANEOUS REVENUE	.00	.00	500.00	500.00	.0
TOTAL MISCELLANEOUS REVENUE	.00	.00	500.00	500.00	.0
TOTAL FUND REVENUE	34,268.38	288,994.27	438,880.00	149,885.73	65.9

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>PERSONAL SERVICES</u>					
240-490-5110	2,045.28	16,669.22	24,544.00	7,874.78	67.9
240-490-5114	1,449.52	14,281.84	23,310.00	9,028.16	61.3
240-490-5150	2,690.34	20,166.61	32,284.00	12,117.39	62.5
240-490-5152	3,070.04	23,058.44	19,341.00	(3,717.44)	119.2
240-490-5154	.00	.00	19,341.00	19,341.00	.0
240-490-5156	.00	512.82	606.00	93.18	84.6
240-490-5158	223.91	1,714.67	3,293.00	1,578.33	52.1
240-490-5220	518.08	4,545.26	7,663.00	3,117.74	59.3
240-490-5315	764.74	6,192.48	9,993.00	3,800.52	62.0
240-490-5320	3.23	1,373.36	5,716.00	4,342.64	24.0
240-490-5350	.00	.00	10,420.00	10,420.00	.0
240-490-5410	2,128.29	21,504.26	31,270.00	9,765.74	68.8
240-490-5450	1,677.92	13,600.95	25,639.00	12,038.05	53.1
TOTAL PERSONAL SERVICES	14,571.35	123,619.91	213,420.00	89,800.09	57.9

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
240-490-6110	.00	5,775.00	6,000.00	225.00	96.3
240-490-6112	.00	.00	500.00	500.00	.0
240-490-6114	351.75	2,723.00	5,000.00	2,277.00	54.5
240-490-6116	.00	.00	2,500.00	2,500.00	.0
240-490-6122	374.13	3,358.41	5,500.00	2,141.59	61.1
240-490-6128	378.65	2,842.53	8,600.00	5,757.47	33.1
240-490-6210	.00	8,307.21	9,000.00	692.79	92.3
240-490-6220	50.00	294.30	1,200.00	905.70	24.5
240-490-6226	.00	652.00	1,100.00	448.00	59.3
240-490-6230	.00	.00	500.00	500.00	.0
240-490-6234	370.14	3,967.33	2,500.00	(1,467.33)	158.7
240-490-6238	293.94	1,820.66	4,000.00	2,179.34	45.5
240-490-6240	.00	.00	1,500.00	1,500.00	.0
240-490-6290	.00	49.99	500.00	450.01	10.0
240-490-6320	1,026.00	1,206.00	3,000.00	1,794.00	40.2
240-490-6324	222.00	10,338.61	5,000.00	(5,338.61)	206.8
240-490-6330	.00	1,358.33	15,000.00	13,641.67	9.1
240-490-6334	.00	.00	7,500.00	7,500.00	.0
240-490-6420	872.83	5,133.16	21,500.00	16,366.84	23.9
240-490-6425	575.46	4,017.86	6,200.00	2,182.14	64.8
240-490-6430	1,776.85	13,334.60	24,000.00	10,665.40	55.6
240-490-6435	127.98	897.77	1,440.00	542.23	62.4
240-490-6440	228.22	1,697.58	2,200.00	502.42	77.2
240-490-6445	44.41	309.27	9,450.00	9,140.73	3.3
240-490-6520	.00	.00	3,000.00	3,000.00	.0
240-490-6710	.00	270.29	1,450.00	1,179.71	18.6
240-490-6712	4.80	635.18	1,500.00	864.82	42.4
240-490-6750	2,292.55	11,312.64	15,500.00	4,187.36	73.0
240-490-6755	1,199.70	6,585.30	11,250.00	4,664.70	58.5
240-490-6758	.00	.00	3,000.00	3,000.00	.0
240-490-6760	1,645.16	9,748.10	19,344.00	9,595.90	50.4
TOTAL MATERIALS & SERVICES	11,834.57	96,635.12	198,734.00	102,098.88	48.6
TOTAL NON-DEPARTMENTAL	26,405.92	220,255.03	412,154.00	191,898.97	53.4
<u>CAPITAL OUTLAY</u>					
<u>CAPITAL OUTLAY</u>					
240-700-8335	.00	.00	6,000.00	6,000.00	.0
240-700-8550	.00	23,377.31	.00	(23,377.31)	.0
TOTAL CAPITAL OUTLAY	.00	23,377.31	6,000.00	(17,377.31)	389.6
TOTAL CAPITAL OUTLAY	.00	23,377.31	6,000.00	(17,377.31)	389.6

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICE</u>					
<u>DEBT SERVICES</u>					
240-800-7110	LOAN PRINCIPAL - G02002	.00	18,628.00	18,628.00	.00 100.0
240-800-7122	LOAN PRINCIPAL - J05001 SPWF	.00	9,435.49	4,962.00 (4,473.49)	190.2
240-800-7124	LOAN PRINCIPAL - RUS 92-05	.00	.00	6,794.00	6,794.00 .0
240-800-7510	LOAN INTEREST - G02002	.00	8,042.61	8,043.00	.39 100.0
240-800-7522	LOAN INTEREST - J05001 SPWF	.00	5,409.51	2,705.00 (2,704.51)	200.0
240-800-7524	LOAN INTEREST - RUS 92-05	.00	.00	9,133.00	9,133.00 .0
TOTAL DEBT SERVICES		.00	41,515.61	50,265.00	8,749.39 82.6
TOTAL DEBT SERVICE		.00	41,515.61	50,265.00	8,749.39 82.6
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
240-900-9590	CONTINGENCY	.00	.00	40,342.00	40,342.00 .0
240-900-9899	UNAPPROPRIATED ENDING BALANCE	.00	.00	144,968.00	144,968.00 .0
TOTAL OTHER REQUIREMENTS		.00	.00	185,310.00	185,310.00 .0
TOTAL OTHER REQUIREMENTS		.00	.00	185,310.00	185,310.00 .0
TOTAL FUND EXPENDITURES		26,405.92	285,147.95	653,729.00	368,581.05 43.6
NET REVENUE OVER EXPENDITURES		7,862.46	3,846.32	(214,849.00)	(218,695.32) 1.8

CITY OF LOWELL
 BALANCE SHEET
 JANUARY 31, 2022

STREET FUND

ASSETS

312-1110	ALLOCATED CASH	38,228.87	
312-1115	CASH IN BANK - LGIP	55,770.86	
312-1720	BUILDINGS & FACILITIES	528.00	
312-1730	EQUIPMENT & FURNISHINGS	6,061.05	
312-1740	VEHICLES & ROLLING STOCK	11,299.83	
312-1750	INFRASTRUCTURE	1,610,571.62	
312-1820	AD - BUILDINGS & FACILITIES	(35.20)	
312-1830	AD - EQUIPMENT & FURNISHINGS	(1,361.79)	
312-1840	AD - VEHICLES & ROLLING STOCK	(2,824.95)	
312-1850	AD - INFRASTRUCTURE	(414,193.72)	
	TOTAL ASSETS		<u>1,304,044.57</u>

LIABILITIES AND EQUITY

LIABILITIES

312-2205	WAGES PAYABLE	370.92	
312-2210	PAYROLL TAXES PAYABLE	179.11	
312-2245	HEALTH INSURANCE PAYABLE	200.56	
312-2250	RETIREMENT PAYABLE	170.72	
312-2255	DEFERRED COMP PAYABLE	15.00	
312-2750	LONG TERM DEBT	83,091.72	
	TOTAL LIABILITIES		84,028.03

FUND EQUITY

312-3100	BEGINNING FUND BALANCE	76,010.79	
312-3275	GASB - FIXED ASSETS	1,210,044.84	
312-3277	GAAP - LONG TERM DEBT	(83,091.72)	
	REVENUE OVER EXPENDITURES - YTD	<u>17,052.63</u>	
	BALANCE - CURRENT DATE	<u>17,052.63</u>	
	TOTAL FUND EQUITY		<u>1,220,016.54</u>
	TOTAL LIABILITIES AND EQUITY		<u>1,304,044.57</u>

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
312-315-4125 INTEREST EARNED	22.71	123.92	1,400.00	1,276.08	8.9
TOTAL INVESTMENT EARNINGS	22.71	123.92	1,400.00	1,276.08	8.9
<u>INTERGOVERNMENTAL</u>					
312-320-4142 STATE DISTRIBUTIONS	9,666.85	52,396.16	64,212.00	11,815.84	81.6
TOTAL INTERGOVERNMENTAL	9,666.85	52,396.16	64,212.00	11,815.84	81.6
<u>SDC REVENUE</u>					
312-345-4513 TRANSPORTATION REIMBURSEMENT S	104.00	1,456.00	1,560.00	104.00	93.3
TOTAL SDC REVENUE	104.00	1,456.00	1,560.00	104.00	93.3
<u>MISCELLANEOUS REVENUE</u>					
312-385-4895 MISCELLANEOUS REVENUE	.00	.00	77.00	77.00	.0
TOTAL MISCELLANEOUS REVENUE	.00	.00	77.00	77.00	.0
TOTAL FUND REVENUE	9,793.56	53,976.08	67,249.00	13,272.92	80.3

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>PERSONAL SERVICES</u>					
312-490-5110 CITY ADMINISTRATOR	371.88	2,769.61	4,463.00	1,693.39	62.1
312-490-5150 PUBLIC WORKS DIRECTOR	316.50	2,372.47	3,798.00	1,425.53	62.5
312-490-5152 UTILITY WORKER I	361.20	2,712.90	2,275.00	(437.90)	119.3
312-490-5154 UTILITY WORKER II	.00	.00	2,275.00	2,275.00	.0
312-490-5156 TEMPORARY/ SEASONAL	.00	1,025.62	1,210.00	184.38	84.8
312-490-5220 OVERTIME	60.95	520.59	861.00	340.41	60.5
312-490-5315 SOCIAL SECURITY/MEDICARE	84.92	718.87	1,140.00	421.13	63.1
312-490-5320 WORKER'S COMP	.33	129.11	1,350.00	1,220.89	9.6
312-490-5350 UNEMPLOYMENT	.00	.00	1,281.00	1,281.00	.0
312-490-5410 HEALTH INSURANCE	200.18	2,002.15	2,924.00	921.85	68.5
312-490-5450 PUBLIC EMPLOYEES RETIREMENT	217.95	1,648.01	2,929.00	1,280.99	56.3
TOTAL PERSONAL SERVICES	1,613.91	13,899.33	24,506.00	10,606.67	56.7
<u>MATERIALS & SERVICES</u>					
312-490-6110 AUDITING	.00	1,925.00	1,812.00	(113.00)	106.2
312-490-6114 FINANCIAL SERVICES	117.25	908.00	1,737.00	829.00	52.3
312-490-6116 ENGINEERING SERVICES	.00	80.00	2,500.00	2,420.00	3.2
312-490-6122 IT SERVICES	81.55	867.74	2,102.00	1,234.26	41.3
312-490-6128 OTHER CONTRACT SERVICES	.00	16.44	8,500.00	8,483.56	.2
312-490-6210 INSURANCE & BONDS	.00	3,034.14	2,225.00	(809.14)	136.4
312-490-6234 GENERAL SUPPLIES	87.10	87.10	200.00	112.90	43.6
312-490-6238 BANK SERVICE CHARGES	1.04	1.04	2.00	.96	52.0
312-490-6290 MISCELLANEOUS	.00	.00	500.00	500.00	.0
312-490-6324 EQUIPMENT REPAIR & MAINTENANCE	.00	.00	500.00	500.00	.0
312-490-6330 OTHER REPAIR & MAINTENANCE	.00	9,200.00	10,000.00	800.00	92.0
312-490-6334 NON-CAPITALIZED ASSETS	.00	.00	2,500.00	2,500.00	.0
312-490-6430 ELECTRICITY SERVICES	965.98	6,904.66	13,250.00	6,345.34	52.1
312-490-6720 STORM DRAIN MAINTENANCE	.00	.00	1,218.00	1,218.00	.0
312-490-6724 STREET SIGNS	.00	.00	1,000.00	1,000.00	.0
TOTAL MATERIALS & SERVICES	1,252.92	23,024.12	48,046.00	25,021.88	47.9
 TOTAL NON-DEPARTMENTAL	 2,866.83	 36,923.45	 72,552.00	 35,628.55	 50.9
<u>DEBT SERVICE</u>					

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICES</u>					
312-800-7125 LOAN PRINCIPAL - L21001	.00	.00	3,429.00	3,429.00	.0
312-800-7525 LOAN INTEREST - L21001	.00	.00	1,746.00	1,746.00	.0
TOTAL DEBT SERVICES	.00	.00	5,175.00	5,175.00	.0
TOTAL DEBT SERVICE	.00	.00	5,175.00	5,175.00	.0
 <u>OTHER REQUIREMENTS</u>					
 <u>OTHER REQUIREMENTS</u>					
312-900-9590 CONTINGENCY	.00	.00	7,368.00	7,368.00	.0
312-900-9899 UNAPPROPRIATED ENDING BALANCE	.00	.00	45,865.00	45,865.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	53,233.00	53,233.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	53,233.00	53,233.00	.0
TOTAL FUND EXPENDITURES	2,866.83	36,923.45	130,960.00	94,036.55	28.2
NET REVENUE OVER EXPENDITURES	6,926.73	17,052.63	(63,711.00)	(80,763.63)	26.8

CITY OF LOWELL
 BALANCE SHEET
 JANUARY 31, 2022

BLACKBERRY JAM FUND

ASSETS

314-1110	ALLOCATED CASH	11,559.13	
	TOTAL ASSETS		11,559.13

LIABILITIES AND EQUITY

FUND EQUITY

314-3100	BEGINNING FUND BALANCE	11,467.99	
	REVENUE OVER EXPENDITURES - YTD	91.14	
	BALANCE - CURRENT DATE	91.14	
	TOTAL FUND EQUITY		11,559.13
	TOTAL LIABILITIES AND EQUITY		11,559.13

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

BLACKBERRY JAM FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>						
314-315-4125	INTEREST EARNED	.20	1.83	.00	(1.83)	.0
	TOTAL INVESTMENT EARNINGS	.20	1.83	.00	(1.83)	.0
<u>FUNDRAISING & EVENT REVENUE</u>						
314-380-4864	JAM SALES	.00	335.00	.00	(335.00)	.0
314-380-4866	QUILT RAFFLE SALES	.00	4,358.00	4,000.00	(358.00)	109.0
314-380-4889	BBJ FESTIVAL OTHER REVENUE	.00	85.06	.00	(85.06)	.0
	TOTAL FUNDRAISING & EVENT REVENUE	.00	4,778.06	4,000.00	(778.06)	119.5
	TOTAL FUND REVENUE	.20	4,779.89	4,000.00	(779.89)	119.5

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

BLACKBERRY JAM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>MATERIALS & SERVICES</u>					
314-490-6122	IT SERVICES	30.05	209.25	500.00	290.75 41.9
314-490-6220	PUBLICATIONS, PRINTING & DUES	.00	50.45	.00 (50.45)	.0
314-490-6238	BANK SERVICE CHARGES	.00	17.90	.00 (17.90)	.0
314-490-6705	RENT	80.00	560.00	1,250.00	690.00 44.8
314-490-6816	QUILT RAFFLE	.00	3,600.00	4,000.00	400.00 90.0
314-490-6852	CAR SHOW EXP	.00	251.15	1,000.00	748.85 25.1
	TOTAL MATERIALS & SERVICES	110.05	4,688.75	6,750.00	2,061.25 69.5
	TOTAL NON-DEPARTMENTAL	110.05	4,688.75	6,750.00	2,061.25 69.5
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
314-900-9899	UNAPPROPRIATED ENDING BALANCE	.00	.00	7,795.00	7,795.00 .0
	TOTAL OTHER REQUIREMENTS	.00	.00	7,795.00	7,795.00 .0
	TOTAL OTHER REQUIREMENTS	.00	.00	7,795.00	7,795.00 .0
	TOTAL FUND EXPENDITURES	110.05	4,688.75	14,545.00	9,856.25 32.2
	NET REVENUE OVER EXPENDITURES	(109.85)	91.14	(10,545.00)	(10,636.14) .9

CITY OF LOWELL
 BALANCE SHEET
 JANUARY 31, 2022

PARKS SDC FUND

ASSETS

410-1110	ALLOCATED CASH	12,821.88	
410-1115	CASH IN BANK - LGIP	59,802.04	
	TOTAL ASSETS		<u>72,623.92</u>

LIABILITIES AND EQUITY

FUND EQUITY

410-3100	BEGINNING FUND BALANCE	58,681.83	
	REVENUE OVER EXPENDITURES - YTD	13,942.09	
	BALANCE - CURRENT DATE	13,942.09	
	TOTAL FUND EQUITY		<u>72,623.92</u>
	TOTAL LIABILITIES AND EQUITY		<u>72,623.92</u>

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2022

PARKS SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
410-315-4125 INTEREST EARNED	23.98	152.09	200.00	47.91	76.1
TOTAL INVESTMENT EARNINGS	23.98	152.09	200.00	47.91	76.1
<u>SDC REVENUE</u>					
410-345-4510 PARK SDC FEES	985.00	13,790.00	14,775.00	985.00	93.3
TOTAL SDC REVENUE	985.00	13,790.00	14,775.00	985.00	93.3
TOTAL FUND REVENUE	1,008.98	13,942.09	14,975.00	1,032.91	93.1

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2022

PARKS SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
410-900-9895 RESERVED FOR FUTURE USE - PARK	.00	.00	5,000.00	5,000.00	.0
410-900-9899 UNAPPROPRIATED ENDING BALANCE	.00	.00	67,725.00	67,725.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	72,725.00	72,725.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	72,725.00	72,725.00	.0
TOTAL FUND EXPENDITURES	.00	.00	72,725.00	72,725.00	.0
NET REVENUE OVER EXPENDITURES	1,008.98	13,942.09	(57,750.00)	(71,692.09)	24.1

CITY OF LOWELL
 BALANCE SHEET
 JANUARY 31, 2022

STREETS SDC FUND

ASSETS

412-1110	ALLOCATED CASH	12,165.93	
412-1115	CASH IN BANK - LGIP	46,278.24	
	TOTAL ASSETS		58,444.17

LIABILITIES AND EQUITY

FUND EQUITY

412-3100	BEGINNING FUND BALANCE	50,028.24	
	REVENUE OVER EXPENDITURES - YTD	8,415.93	
	BALANCE - CURRENT DATE	8,415.93	
	TOTAL FUND EQUITY		58,444.17
	TOTAL LIABILITIES AND EQUITY		58,444.17

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2022

STREETS SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
412-315-4125 INTEREST EARNED	18.59	127.93	200.00	72.07	64.0
TOTAL INVESTMENT EARNINGS	18.59	127.93	200.00	72.07	64.0
<u>SDC REVENUE</u>					
412-345-4512 TRANSPORTATION SDC	592.00	8,288.00	8,880.00	592.00	93.3
TOTAL SDC REVENUE	592.00	8,288.00	8,880.00	592.00	93.3
TOTAL FUND REVENUE	610.59	8,415.93	9,080.00	664.07	92.7

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

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	5,000.00	5,000.00	.0
TOTAL MATERIALS & SERVICES	.00	.00	5,000.00	5,000.00	.0
TOTAL NON-DEPARTMENTAL	.00	.00	5,000.00	5,000.00	.0
<u>CAPITAL OUTLAY</u>					
<u>CAPITAL OUTLAY</u>					
412-700-8530 STREET IMPROVEMENTS	.00	.00	40,000.00	40,000.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	40,000.00	40,000.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	40,000.00	40,000.00	.0
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
412-900-9899 UNAPPROPRIATED ENDING BALANCE	.00	.00	13,710.00	13,710.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	13,710.00	13,710.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	13,710.00	13,710.00	.0
TOTAL FUND EXPENDITURES	.00	.00	58,710.00	58,710.00	.0
NET REVENUE OVER EXPENDITURES	610.59	8,415.93	(49,630.00)	(58,045.93)	17.0

CITY OF LOWELL
 BALANCE SHEET
 JANUARY 31, 2022

WATER SDC FUND

ASSETS

430-1110	ALLOCATED CASH	41,002.24	
430-1115	CASH IN BANK - LGIP	302,118.65	
	TOTAL ASSETS		<u>343,120.89</u>

LIABILITIES AND EQUITY

FUND EQUITY

430-3100	BEGINNING FUND BALANCE	329,227.75	
	REVENUE OVER EXPENDITURES - YTD	13,893.14	
	BALANCE - CURRENT DATE	13,893.14	
	TOTAL FUND EQUITY		<u>343,120.89</u>
	TOTAL LIABILITIES AND EQUITY		<u>343,120.89</u>

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2022

WATER SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>						
430-315-4125	INTEREST EARNED	120.78	907.85	1,000.00	92.15	90.8
	TOTAL INVESTMENT EARNINGS	120.78	907.85	1,000.00	92.15	90.8
<u>SDC REVENUE</u>						
430-345-4530	WATER SDC	3,830.00	53,620.00	57,450.00	3,830.00	93.3
	TOTAL SDC REVENUE	3,830.00	53,620.00	57,450.00	3,830.00	93.3
	TOTAL FUND REVENUE	3,950.78	54,527.85	58,450.00	3,922.15	93.3

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

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	40,634.71	102,446.00	61,811.29	39.7
TOTAL MATERIALS & SERVICES	.00	40,634.71	102,446.00	61,811.29	39.7
TOTAL NON-DEPARTMENTAL	.00	40,634.71	102,446.00	61,811.29	39.7
 <u>OTHER REQUIREMENTS</u>					
 <u>OTHER REQUIREMENTS</u>					
430-900-9899 UNAPPROPRIATED ENDING BALANCE	.00	.00	284,506.00	284,506.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	284,506.00	284,506.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	284,506.00	284,506.00	.0
TOTAL FUND EXPENDITURES	.00	40,634.71	386,952.00	346,317.29	10.5
NET REVENUE OVER EXPENDITURES	3,950.78	13,893.14	(328,502.00)	(342,395.14)	4.2

CITY OF LOWELL
 BALANCE SHEET
 JANUARY 31, 2022

SEWER SDC FUND

ASSETS

440-1110	ALLOCATED CASH	53,879.59	
440-1115	CASH IN BANK - LGIP	67,965.14	
	TOTAL ASSETS		<u>121,844.73</u>

LIABILITIES AND EQUITY

FUND EQUITY

440-3100	BEGINNING FUND BALANCE	146,159.38	
	REVENUE OVER EXPENDITURES - YTD	(24,314.65)	
	BALANCE - CURRENT DATE	(24,314.65)	
	TOTAL FUND EQUITY		<u>121,844.73</u>
	TOTAL LIABILITIES AND EQUITY		<u>121,844.73</u>

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2022

SEWER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
440-315-4125 INTEREST EARNED	27.94	361.13	1,000.00	638.87	36.1
TOTAL INVESTMENT EARNINGS	27.94	361.13	1,000.00	638.87	36.1
<u>SDC REVENUE</u>					
440-345-4540 SEWER SDC	1,071.00	14,994.00	16,065.00	1,071.00	93.3
TOTAL SDC REVENUE	1,071.00	14,994.00	16,065.00	1,071.00	93.3
TOTAL FUND REVENUE	1,098.94	15,355.13	17,065.00	1,709.87	90.0

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2022

SEWER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>MATERIALS & SERVICES</u>					
440-490-6128 OTHER CONTRACT SERVICES	1,011.17	39,669.78	53,616.00	13,946.22	74.0
TOTAL MATERIALS & SERVICES	1,011.17	39,669.78	53,616.00	13,946.22	74.0
TOTAL NON-DEPARTMENTAL	1,011.17	39,669.78	53,616.00	13,946.22	74.0
 <u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
440-900-9899 UNAPPROPRIATED ENDING BALANCE	.00	.00	109,194.00	109,194.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	109,194.00	109,194.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	109,194.00	109,194.00	.0
TOTAL FUND EXPENDITURES	1,011.17	39,669.78	162,810.00	123,140.22	24.4
NET REVENUE OVER EXPENDITURES	87.77	(24,314.65)	(145,745.00)	(121,430.35)	(16.7)

CITY OF LOWELL
BALANCE SHEET
JANUARY 31, 2022

STORMWATER SDC FUND

ASSETS

445-1110	ALLOCATED CASH	9,538.00	
445-1115	CASH IN BANK - LGIP	48,241.93	
	TOTAL ASSETS		<u>57,779.93</u>

LIABILITIES AND EQUITY

FUND EQUITY

445-3100	BEGINNING FUND BALANCE	47,976.04	
	REVENUE OVER EXPENDITURES - YTD	9,803.89	
	BALANCE - CURRENT DATE	9,803.89	
	TOTAL FUND EQUITY		<u>57,779.93</u>
	TOTAL LIABILITIES AND EQUITY		<u>57,779.93</u>

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2022

STORMWATER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
445-315-4125 INTEREST EARNED	19.34	121.94	635.00	513.06	19.2
TOTAL INVESTMENT EARNINGS	19.34	121.94	635.00	513.06	19.2
<u>SDC REVENUE</u>					
445-345-4545 STORM DRAINAGE SDC	673.00	9,681.95	10,095.00	413.05	95.9
TOTAL SDC REVENUE	673.00	9,681.95	10,095.00	413.05	95.9
TOTAL FUND REVENUE	692.34	9,803.89	10,730.00	926.11	91.4

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2022

STORMWATER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
445-900-9899 UNAPPROPRIATED ENDING BALANCE	.00	.00	59,008.00	59,008.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	59,008.00	59,008.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	59,008.00	59,008.00	.0
TOTAL FUND EXPENDITURES	.00	.00	59,008.00	59,008.00	.0
NET REVENUE OVER EXPENDITURES	692.34	9,803.89	(48,278.00)	(58,081.89)	20.3

CITY OF LOWELL
 BALANCE SHEET
 JANUARY 31, 2022

WATER RESERVE FUND

ASSETS

520-1110	ALLOCATED CASH	9,399.49	
520-1115	CASH IN BANK - LGIP	30,000.00	
	TOTAL ASSETS		39,399.49

LIABILITIES AND EQUITY

FUND EQUITY

520-3100	BEGINNING FUND BALANCE	39,395.13	
	REVENUE OVER EXPENDITURES - YTD	4.36	
	BALANCE - CURRENT DATE	4.36	
	TOTAL FUND EQUITY		39,399.49
	TOTAL LIABILITIES AND EQUITY		39,399.49

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2022

WATER RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>						
520-315-4125	INTEREST EARNED	.16	4.36	4.00	(.36)	109.0
	TOTAL INVESTMENT EARNINGS	.16	4.36	4.00	(.36)	109.0
	TOTAL FUND REVENUE	.16	4.36	4.00	(.36)	109.0

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2022

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	.16	4.36	(39,398.00)	(39,402.36)	.0

CITY OF LOWELL
 BALANCE SHEET
 JANUARY 31, 2022

SEWER RESERVE FUND

ASSETS

521-1110	ALLOCATED CASH	5,752.66	
521-1115	CASH IN BANK - LGIP	10,000.00	
	TOTAL ASSETS		15,752.66

LIABILITIES AND EQUITY

FUND EQUITY

521-3100	BEGINNING FUND BALANCE	15,750.85	
	REVENUE OVER EXPENDITURES - YTD	1.81	
	BALANCE - CURRENT DATE	1.81	
	TOTAL FUND EQUITY		15,752.66
	TOTAL LIABILITIES AND EQUITY		15,752.66

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2022

SEWER RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>						
521-315-4125	INTEREST EARNED	.10	1.81	2.00	.19	90.5
	TOTAL INVESTMENT EARNINGS	.10	1.81	2.00	.19	90.5
	TOTAL FUND REVENUE	.10	1.81	2.00	.19	90.5

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2022

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	.10	1.81	(15,754.00)	(15,755.81)	.0

City of Lowell, Oregon
Minutes of the City Council Regular Session
February 15, 2022

The Regular Session was called to order at 7:00 PM by Mayor Bennett.

Members Present: Mayor Don Bennett, Gail Harris, Maureen Weathers

Absent: Tim Stratis,

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

Consent Agenda: Councilor Weathers moved to approve the Consent Agenda, second by Councilor Harris. PASS 3:0

Public Comments:

Representative Cedric Hayden introduced himself and offered contact encouragement and information

Jean Robinson of 263 N Pioneer Street– spoke about fireworks being set off and the affect that this has on the animals in town.

Hall O’Regan of 62 E 3rd Street—echoed the concern over the fireworks and the related stress to those affected by PTSD and to the animals

Council Comments: None

City Administrator Report: CA Caudle presented report which included an update on the Maggie Osgood Library project –both the Ford Family Foundation Grant and the Business Oregon loan had been secured as well as all the funding sources to start the Library /City Hall renovation. He presented the project schedule offered by Wilson Architecture. Discussions with the library consultant Penny Hummel regarding other funding sources that may be available for the collection and for IT. Update regarding the Parks and Recreation Committee and the grant options. He stated that he had been in contact with Governmental Capital Corporation regarding extending the maturity date from September 22, 2022, out one year, to September 22, 2023.He will bring the documents for that to a future Council meeting. Due to City Clerk Training the City Hall will be closed the week of March 7- March 10th for walk ins. The Black Berry Jam Committee has met to decide what events they hope to hold this year. They had three volunteers step up to lead. The Parks and Recreation Committee met and interview for a vacant position. City Council planning retreat is scheduled for Saturday, February 26. The building code updates regarding the third-party building program that council approved has been received by the state. The right of way for the library property has been completed and they will be delivering the document by Title Company for signing. The survey and partition work has been completed in preparation for sale. There have been no applications received for the vacancy on the City Council at this time with the closing date of February 18, 2022.

Public Works Report: Public Works Director Max Baker presented his report with an update on Rolling Rock Park. There has not yet been a response from the fencing company regarding the fencing for the stage. The Bathrooms have been repaired and are back open for use. There was a break in at the Water Plant, the fence was cut – no evidence that there was anything stolen. Waiting for the fence to be repaired. They have installed 64 meters of the last 100 lot shipment. There will need to be another purchase of meters to get the rest of the city updated. The purchase will e brought before council in the future.

Police Report: January report provided in packet.

Old Business: None

New Business:

1. Presentation by Susan Hardy, Coordinator for 90by30 East Lane Region.
2. Follow up discussion on policing services and next steps, including public outreach. – Discussion regarding the council’s direction towards decision making on the possibility of further action. CA Caudle presented a recommended schedule of outreach which included household surveys. CA will prepare a survey for council review
3. Motion to approve Resolution #775, “A resolution adopting standard operating procedures for processing floodplain development permits and adopting the ‘Oregon Model Floodplain Development Permit.’” CA Caudle presented – the last task the Department of Land Conservation and Development is requiring the city to complete to remain in the National Floodplain program.
Councilor Harris made a Motion to approve Resolution #775, “A resolution adopting standard operating procedures for processing floodplain development permits and adopting the ‘Oregon Model Floodplain Development Permit. Councilor Weathers seconded **PASS 3:0**
4. Councilor Harris made a Motion to approve a contract with Lane County for the “Low-Income Household Water Assistance Program” and to authorize the City Administrator to sign. – Motion to approve a contract with Lane County for the “Low-Income Household Water Assistance Program” and to authorize the City Administrator to sign. Seconded by Councilor Weathers **PASS 3:0**
5. Mayor Bennett made a Motion to approve an intergovernmental agreement with the Oregon Department of Transportation for the “Downtown Plan Implementation and General Code Amendments - Phase 2” project and to authorize the City Administrator to sign. Councilor Harris seconded. **PASS 3:0**
6. Councilor Weathers made a Motion to approve a “Focused Phase II Environmental Site Assessment (ESA) Scope of Work and Cost Proposal” with BB&A Environmental in the amount of \$8,592 and to authorize the City Administrator to sign. This was seconded by Councilor Harris **PASS 3:0**
7. Mayor Bennett made a Motion to approve an “Agreement for Improvements” with Bahen Investment Group, LLC and to authorize the mayor to sign. Seconded by Councilor Weathers **PASS 3:0**
8. Councilor Harris made a Motion to authorize the City Administrator to terminate the “Exclusive Authorization of Sale” agreement with Campbell Commercial Real Estate for the sale of 8 N. Hyland Street. Seconded by Councilor Weathers **PASS 3:0**
9. Mayor Bennett made a Motion to approve Resolution #776, “A resolution accepting a real property donation and authorizing the city administrator to administer the acceptance of the real property.” Seconded by Councilor Harris **PASS 3:0**

Other Business:

1. Parks and Recreation Committee updates
 - a. Receive recommendation on the approval of a “Community Shade Tree Program” for

Paul Fisher Park. –Presenter: Hall O’Regan, Committee Chair. Councilor Weathers made a motion to approve the ‘Community Shade Tree Program’ for Paul Fisher Park, as recommended by the Parks and Recreation Committee.” Councilor Harris seconded the motion **PASS 3:0**

b. Receive recommendation on the appointment of Shannon Fassbender to the Parks and Recreation Committee. –Presenter: Hall O’Regan, Committee Chair Recommended. Mayor Bennett made a motion to approve to appoint Shannon Fassbender to the Parks and Recreation Committee.” Seconded by Councilor Weathers **PASS 3:0**

c. Parks and Recreation committee will be meeting on Saturday February 19 for a walk-through Paul Fisher Park to assess other needs that the park has and then will head to Rolling Rock Park after that tour to assess that park as well.

Mayor Comments: none.

Community Comments – none.

Adjourn: 8:38 PM

Approved: _____
Don Bennett, Mayor

Date

Attest: _____
Jeremy Caudle, City Recorder

Date



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: Friday, March 11, 2022
Re: Administrator's report for February

MEMO

This City Administrator's report covers activities since the February 15 regular meeting. A summary of major activities is as follows:

Library renovation project.

1. We have advertised for bids as of February 28. We have advertised in the Register Guard and Daily Journal of Commerce. We have also advertised on OregonBuys.gov. The project manual and drawings are available at 7 plan centers throughout the state. The project manual and drawings are also available on the city website.
2. We held a non-mandatory pre-bid meeting on March 10, which was well-attended by general contractors and representatives from a variety of construction trades.
3. We will hold additional non-mandatory pre-bid site visits on March 17 and March 24. This will give interested bidders an opportunity to review existing conditions at the project site.
4. Bidding closes on March 31 at 2:00 pm. Immediately thereafter, we will hold a bid opening at City Hall. We anticipate putting a contract on your agenda for approval in April, with a notice to proceed issued shortly thereafter.
5. Penny Hummel has submitted one grant application for \$20,000 for the Oregon Community Foundation. The grant funds are for the opening-day collection, as well as subscription for digital book service. She is applying for another \$20,000 grant, also to go towards the opening day collection.
6. I have received an IT system budget from our LCOG IT consultants for the hardware and software needs of the new city hall/library. Total costs approximately \$30,000. This includes parts and labor for computers, phone system, server and server rack, setting up all the equipment, and so on. They are working on an MOU to start the work, which I will present to you for approval.

Park renovation projects.

1. The Local Government Grant Program application is due April 1. Focusing on this application is the highest priority for me right now. I am waiting on updated cost estimate information from Dougherty Landscape Architects.

E. Main Street Property.

1. I am expecting the final phase 2 environmental report next week. I have spoken with the consultants, and they did find 1 gas tank underground on the property. Their report will contain recommendations on the next steps to decommission the tank.
2. Later on the agenda you will see approval of a “purchase and sale” agreement for the E. Main St. buyer. The buyer, the buyer’s realtor, the city’s realtor, and I met this week to negotiate the final contract language. We have reached an agreement, and the contract that I am recommending is on your agenda. There is one change to what you reviewed this past fall. I intend to sign the contract as soon as it is approved and as soon as I can set up a meeting with the buyer.

Code update project.

1. On March 7, I participated in a project team meeting regarding the development code update. The meeting consisted of the city’s planning consultants with LCOG, a representative of DLCD’s Transportation and Growth Management division, and a representative of the urban design firm that LCOG has retained to work on the project. We discussed next steps in the project schedule.
2. We also discussed restarting the Code Update Committee. I placed an advertisement in the last version of “The Bridge” asking for volunteers to serve on the committee. We need a youth representative, someone from the school district and fire district, and someone who is knowledgeable about development in Lowell’s downtown. The committee needs to be in place by April. Interested members of the public should submit an interest form. I am planning on presenting the list of potential committee members to City Council for review and approval.

City property partitions and sales.

1. On March 3, the city engineer and I met with the city’s LCOG planning consultants to discuss the property partition process for the properties that we recently had surveyed. The city engineer will be preparing the partition plats for Planning Commission and City Council approval so we can prepare these properties for sale.
2. This week, I received the appraisal report for 8 N Hyland. I have asked the city attorney to prepare recommendations for me on how to sale the property through a “for sale by owner” method. Once I receive these recommendations, I will present them to City Council so we can begin the process to sell 8 N Hyland.

Other items.

1. For the remainder of this month, and for the entirety of April, I must focus all of my time on preparing the recommended budget. This means that I must place everything else that isn't necessary on hold until the recommended budget is completed. I am planning on the first Budget Committee meeting for April 27 at 6:00 pm. I will schedule two additional Budget Committee meetings, just in case, for May 4 and May 11—also at 6:00 pm. Please mark your calendar.
2. The Blackberry Jam Festival Committee has had several meetings. Their planning for a July event is underway. I have informed the BBJ Committee that I must step back from my involvement in the committee due to all the other projects on which I am working. The committee members are off to a good start, and I am confident in their ability to plan for and carry out the event in July.
3. I did not receive any applications for the City Council vacancy by the last deadline. In the latest edition of "The Bridge," I extended the deadline until March 28. With this timeframe, I anticipate scheduling interviews with candidates at your April 5 meeting. I have received two applications since the deadline extension. One applicant does not meet qualifications due to not residing within the city limits.



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

TO: Mayor Bennett and Council
FROM: Max Baker, Public Works Director
DATE: March 15, 2022
SUBJECT: Public Works Report

Streets and Parks

The gate at the Covered Bridge is damaged preventing it from opening and closing. Staff is working with Lane County Parks to determine a permanent fix.

The plumbing was repaired at RR Park and restrooms were re-opened.

Water Treatment Plant/Distribution

City staff replaced the UPS for the PLC during the scheduled power outage on Thursday the 10th.

Staff is working on a leak detection survey Citywide. Two confirmed leaks were discovered on Parker Lane.

250 meters in total have been replaced to the new Kamstrup meters.

Wastewater Treatment

On February 23, 2022, the City received a Notice of Civil Penalty Assessment and Order from DEQ. The letter is to inform the City of Lowell that DEQ has issued a civil penalty of \$2,362.50 for the Lift Station Overflow in November 2021 and for exceeding Effluent BOD limits in July 2021. The letter offers 20 days to appeal the Notice. City Staff worked with Civil West to write an appeal letter and on March 10, 2022 sent it to DEQ. In the appeal, The City is not contesting the violations, or the penalty assessed, we are contesting the term Negligence used in determining the formula for penalty.

The remaining parts to install the second RAS pump were received and installed. Both pumps are now in operation.

Civil West was onsite Thursday March 3 to perform Manhole inspection and flow measurements for the I&I study.

LOWELL PATROL LOG Febuary 2022

DATE	OFFICERS	START TIME	END TIME	# HOURS	CONTACTS	ARRESTS	CITES	WARNINGS	CALLS	REPORT #
1-Feb	401	6:30	8:00	1:30						
1-Feb	401	19:00	20:30	1:30						
6-Feb	423	10:30	15:45	5:15						
6-Feb	429	10:30	15:45	5:15						
7-Feb	409	21:45	22:45	1:00						
7-Feb	401	18:30	21:00	2:30						
13-Feb	423	13:00	18:00	5:00						
13-Feb	429	13:00	18:00	5:00						
18-Feb	409	14:30	15:30	1:00						
19-Feb	409	20:15	21:15	1:00						
25-Feb	423	16:30	22:30	6:00						
25-Feb	429	16:30	22:30	6:00						
25-Feb	421	17:15	18:45	1:30						
26-Feb	429	17:15	18:45	1:30						
27-Feb	409	22:15	23:45	1:30						
				45.5						

TRAFFIC VIOLATIONS	CITATION	WARNING
SPEED	5	
DWS		
FAIL TO SIGNAL		
STOP VIOLATIONS		
OTHER MOVING	1	

DATE	TIME	DESCRIPTION
6-Feb	12:25	Traffic Stop
	?	Traffic Stop
	?	Traffic Stop
13-Feb	13:47	Traffic Stop
	14:30	Treatment Plant Patrol Check
25-Feb	19:00	Traffic Stop
	21:50	Traffic Stop

Agenda Item Sheet

City of Lowell City Council

Type of item:

Other

Item title/recommended action:

"Long-Term Residential Right-of-Way Use Agreement" with Lowell Investment Properties, LLC. – Discussion/ Possible action

At this time, City Council may vote to approve, deny, or take any other action on the application for the "long-term residential right-of-way-use agreement."

Justification or background:

See attached memo.

Budget impact:

N/A

Department or Council sponsor:

Administration

Attachments:

"Permit and Agreement"; Appendix A, "Land Use Application"; Appendix B, correspondence with Fire Department; Appendix C, public comment received.

Meeting date:

03/15/2022



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: Friday, March 11, 2022
Re: Long-term residential right-of-way application

MEMO

1. Summary. Section 2.413 of the Lowell Revised Code (LRC) authorizes the City Council to grant long-term right-of-way permits. Applicant Jimmy Martini, of Lowell Investment Properties, LLC, is requesting a long-term residential right-of-way agreement from the city. The agreement would allow the property at 103 N. Shore Dr. to access W. 2nd St. via a city-owned public access.

The applicant owns 103 N. Shore Dr. and intends to build a single-family residence on the property. The applicant is requesting access to the city-owned public access due to the permitting difficulties of obtaining driveway access off North Shore Drive, which is county-owned. The existing driveway leading from 103 N. Shore Dr. to North Shore Drive has not been properly permitted through the county. Staff recommended that the applicant obtain a residential right-of-way permit through the public access to secure legal and long-term access for the property. Without legal, long-term access for the property, the City would be unable to approve building permits for the intended single-family residence.

The application is complete. In the opinion of staff, the application meets the requirements and restrictions of Section 2.413 of the LRC as specified below.

City Council first reviewed the application at its meeting on Tuesday, March 1, 2022. At this meeting, City Council decided to postpone action on the application until the Tuesday, March 15, 2022 meeting. This was to allow any interested party the opportunity to comment on the application.

Staff have prepared and posted a public hearing notice on the application, which is included in the agenda packet. Staff also mailed the public hearing notice to each property that is adjacent to and across from the public access. As of this writing, staff have received a letter from the owners of 68 W. 2nd Street, which is adjacent to the public access.

The owners state in their letter that "we respectfully request that the Council deny LIP's [Lowell Investment Property's] request for a long-term right-of way permit. The city owned

alley in question should not be allowed to carry thru traffic.” The owners, in their letter, claim that “Detrimental Affects” of allowing access would include “Thru Traffic,” “Parking,” “Property Values,” and “Effects on current residents of 68 W. 2nd St., Lawrence and Marla Dixon.”

2. **Staff findings from Section 2.413 of the LRC (sections from the LRC are in bold):**

Application for a long term residential right-of-way use permit shall be made in writing and contain the following information:

- (1) Name, address and phone number of the applicant.**
- (2) A specific description of the proposed use, including all drawings necessary to identify the exact location of the use within the right-of-way.**
- (3) The reason for the proposed use, including an explanation of why use of the right-of-way is necessary.**
- (4) The duration of the proposed use.**

Staff finding: The applicant has met the application requirements. The application includes a written narrative, site plan of the property, description and illustration of the right-of-way access requested, and building plan of the proposed single-family home to be constructed at 103 N. Shore Dr. The application is include in this packet.

(b)The following restrictions apply to issuance of a long-term right-of-way permit:

- (1)The use must be limited to normal residential type uses. Long term uses related to home occupations and other approved use of residential properties for business related purposes require a right-of-way use license in accordance with sections [2.408](#) through [2.412](#).**

Staff finding: The use is limited to a single-family dwelling. Therefore, the right-of-way license procedures related to home-based businesses or other businesses do not apply.

(2) No permit will be considered for a right-of-way use specifically prohibited elsewhere in the Lowell Revised Code.

Staff finding: Use of the public access for access is not prohibited elsewhere in the LRC.

(3) The City Council must find that a grant of a long term right-of-way permit would not be detrimental to the public health, welfare, motorist or pedestrian safety or to neighboring residents of the applicant.

Staff finding: The public access will function as driveway access to a single-family residence. The risk of this access causing detrimental public health, welfare, motorist, or pedestrian safety issues is low.

The access passes by a single-family residence at 68 W 2nd St. As mentioned above, the owners of this property have expressed several concerns related to the use of this access.

(4) The City Council may require whatever conditions it feels necessary insure public safety and mitigate impacts of the proposed use.

Staff finding: Staff have requested that the applicant record an access easement across the northern portion of neighboring tax lot 7400 to ensure that 103 N. Shore Dr. has legal access to the public access. The applicant has recorded that easement, which is included in the application materials for reference. Staff have also requested that the applicant maintain the landscaping of the public access, including putting and maintaining gravel in the public access. That requirement is included in the agreement. Finally, staff have requested comment from the fire department on if emergency services would be able to access the residence at 103 N. Shore Dr. via the public access. The fire department has stated that it would be able to access the residence with no further improvements being necessary.

(c) The decision to grant a long-term right-of-way permit, or deny an application for a long-term right-of-way permit, shall be a decision solely within the discretion of the Lowell City Council, who may consult with any person deemed appropriate while making a decision on such application.

Staff finding: In reviewing the application and preparing the right-of-way agreement, staff have consulted with the Public Works Department, LCOG planning consultants, fire department, and city legal counsel.

(d) An application fee, established by resolution, is required to be submitted with an application for a long-term right-of-way use permit.

Staff finding: The applicant has paid the application fee of \$165.00.

LONG-TERM RESIDENTIAL RIGHT-OF-WAY USE PERMIT AND AGREEMENT

This Agreement is between Lowell Investment Properties, LLC, hereinafter referred to as “Applicant,” and Lowell, Oregon, an Oregon municipality, hereinafter referred to as “City.”

WHEREAS, the Applicant wishes to utilize an existing public accessway, located off of W. 2nd St, between 68 W. 2nd Street and 135 N. Moss Street, to access Tax Lot 9809, Assessor’s Map 19-01-14-23, which has a mailing address of 103 North Shore Drive. This accessway is unimproved and is approximately 150 feet in length; and

WHEREAS, the accessway does not abut Tax Lot 9809. In order to access 103 North Shore Drive, an easement will have to be granted across the northern portion of Tax Lot 7400, Assessor’s Map 19-01-14-22, which has a mailing address of 133 North Moss Street; and

WHEREAS, the Applicant has proposed to improve the existing public accessway with a gravel base and maintain this base until the dwelling at 103 North Shore Drive no longer utilizes this accessway.

NOW THEREFORE, the parties agree to the following:

1. The City shall grant the applicant right-of-way access across the public accessway described above for access to Tax Lot 9809 for the duration of the time that access is utilized by that property.
2. In consideration for the City’s grant of access, the Applicant shall landscape the accessway as needed and add additional rock when necessary to keep the accessway in good repair and in a condition that will support fire and emergency service vehicles.
3. This Agreement shall take effect upon the date last signed by the parties.

CITY

APPLICANT

Jeremy Caudle, City Administrator

James Martini, for Lowell Investment Properties, LLC

Date

Date

Appendix A

Land Use Permit Application

Site Plan Review Lot Line Adjustment Partition Subdivision
 Conditional Use Variance Map Amendment Text Amendment
 Annexation Vacation Other, specify Sec 2.413 Long term residential right-of-way

Please complete the following application. If any pertinent required information or material is missing or incomplete, the application will not be considered complete for further processing. If you have any questions about filling out this application, please contact staff at Lowell City Hall, phone (541) 937-2157, 107 East Third, Lowell.

List all Assessor's Map and Tax Lot numbers of the property included in the request.

Map# _____ Lot # _____

Map# _____ Lot # _____

Map# _____ Lot # _____

Street Address (if applicable): Public alleyway off of W 2nd St, between 68 W 2nd St and 135 N Moss St

Area of Request (square feet/acres): Estimated 2,700 sq. ft.

Existing Zoning: R1

Existing Use of the Property: Public alleyway

Proposed Use of the Property Private access to 103 N Shore Dr

Pre-application Conference Held: No Yes _____ If so, Date _____

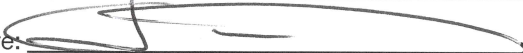
Submittal Requirements:

- _____ 1. Copy of deed showing ownership or purchase contract with property legal description.
- _____ 2. Site Plan/Tentative Plan with, as a minimum, all required information. Submit one copy of all plans 11X17 or smaller; 12 copies of all plans larger than 11x17. (See attached checklist for required information)
- _____ 3. Applicant's Statement: Explain the request in as much detail as possible. Provide all information that will help the decision makers evaluate the application, including addressing each of the decision criteria for the requested land use action.
4. Other submittals required by the City or provided by the applicant. Please List.
 - a. Name, address, phone of applicant
 - b. Access easement filing
 - c. Description of proposed use
 - d. Preliminary building plans
 - e. Site plan and map
 - f. _____
5. Filing Fee: Amount Due: \$165.00.

Appendix A

By signing, the undersigned certifies that he/she has read and understood the submittal requirements outlined, and that he/she understands that incomplete applications may cause delay in processing the application. I (We), the undersigned, acknowledge that the information supplied in this application is complete and accurate to the best of my (our) knowledge. I (We) also acknowledge that if the total cost to the City to process this application exceeds 125% of the application fee, we will be required to reimburse the City for those additional costs in accordance with Ordinance 228.

PROPERTY OWNER

Name (print): James Martini Phone: _____
Address: 149 W. Main
City/State/Zip: Lowell OR 97452
Signature: 

APPLICANT, if Different

Name (print): _____ Phone: _____
Company/Organization: _____
Address: _____
City/State/Zip: _____
Signature: _____
E-mail (if applicable): _____

APPLICANTS REPRESENTATIVE, if applicable

Name (print): _____ Phone: _____
Company/Organization: _____
Address: _____
City/State/Zip: _____
E-mail (if applicable): _____

For City Use. Application Number _____
Date Submitted: 1/12/22 Received by: J Caudle Fee Receipt # _____
Date Application Complete: _____ Reviewed by: _____
Date of Hearing: _____ Date of Decision _____ Date of Notice of Decision _____

Appendix A
Lowell Investment Properties, LLC

105 N Moss Street/PO Box 447
Lowell, OR 97452
541 251-1670

January 12, 2022

City of Lowell
107 E Third St
Lowell, OR 97452

RE: Permanent Right-of-Way Access 103 N Shore Dr

To Whom it May Concern,

Lowell Investment Properties, LLC is seeking permanent right-of-way access to the alley located behind the post office South of W 2nd St (see attached maps). This right-of-way will be used to access the residential property being built at 103 N Shore Dr (drawings with the City).

The current ingress/egress off N Shore Dr provides service to 133 N Moss St not 103 N Shore Dr. This requested right-of-way will create proper access for the residential property being constructed at 103 N Shore Dr via W 2nd St. It will also allow for additional privacy for the new residence by allowing a fence to be built between 103 N Shore Dr and 133 N Moss St along the SE border of the property.

This right-of-way will simply allow 103 N Shore Dr access to its residence via W 2nd St. It will not in any way impede access to the alley, its use or maintenance by the City nor will it restrict any adjacent properties from accessing their lots. Also, it will not interfere or be detrimental to public health or welfare of any Lowell resident or property.

Should the City of Lowell ever need to get ahold of anyone regarding this request/property my information is:

Jimmy Martini
PO Box 447, Lowell, OR 97452
541 251-1670 cell

Appendix A

During the use of this permanent right-of-way Lowell Investment Properties, LLC offers to landscape the alley as needed and add additional rock as needed to keep the alley in good repair as far as the surface of the alley is concerned.

Let me know if you have any questions or need anything else.

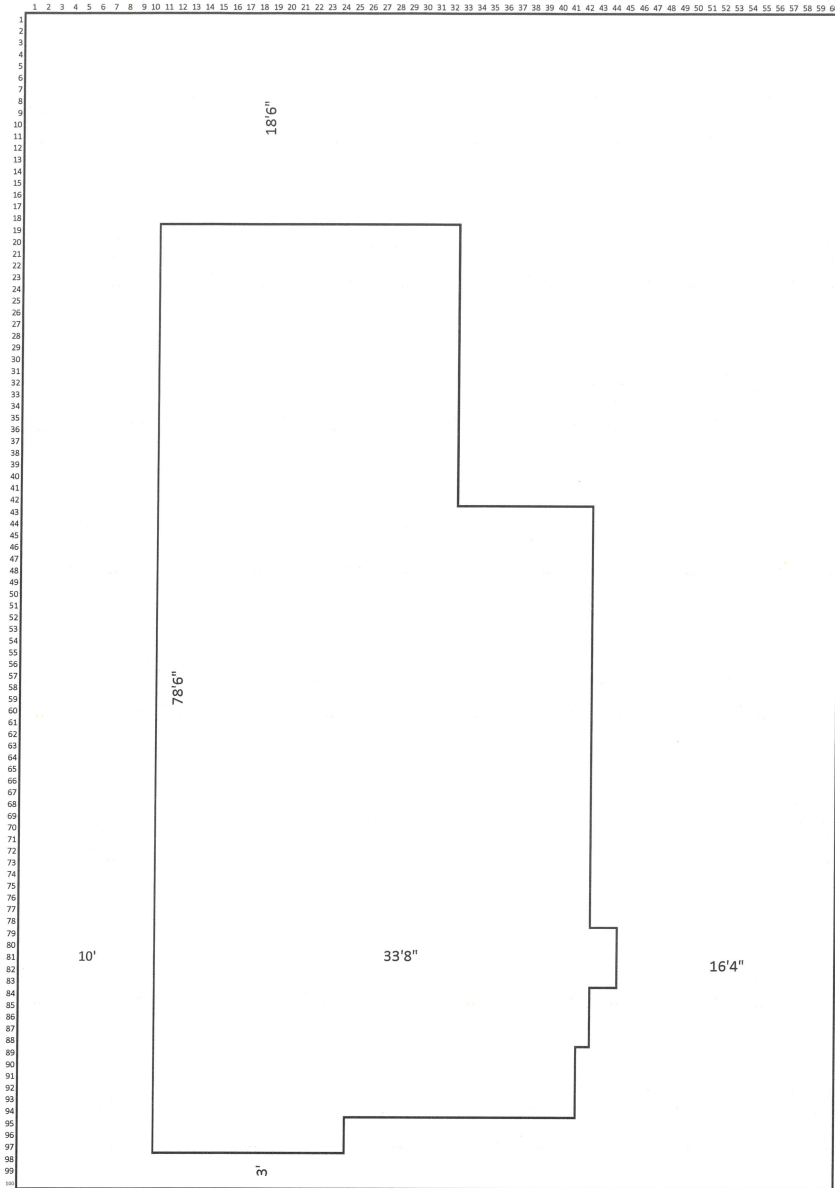
Sincerely,

A handwritten signature in black ink, consisting of a large, stylized letter 'J' followed by a horizontal line and a small flourish. The signature is enclosed within a hand-drawn oval.

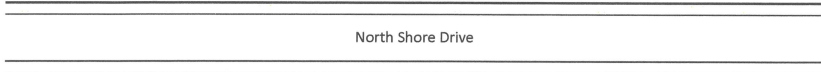
James Martini

Managing Member

Lowell Investment Properties, LLC



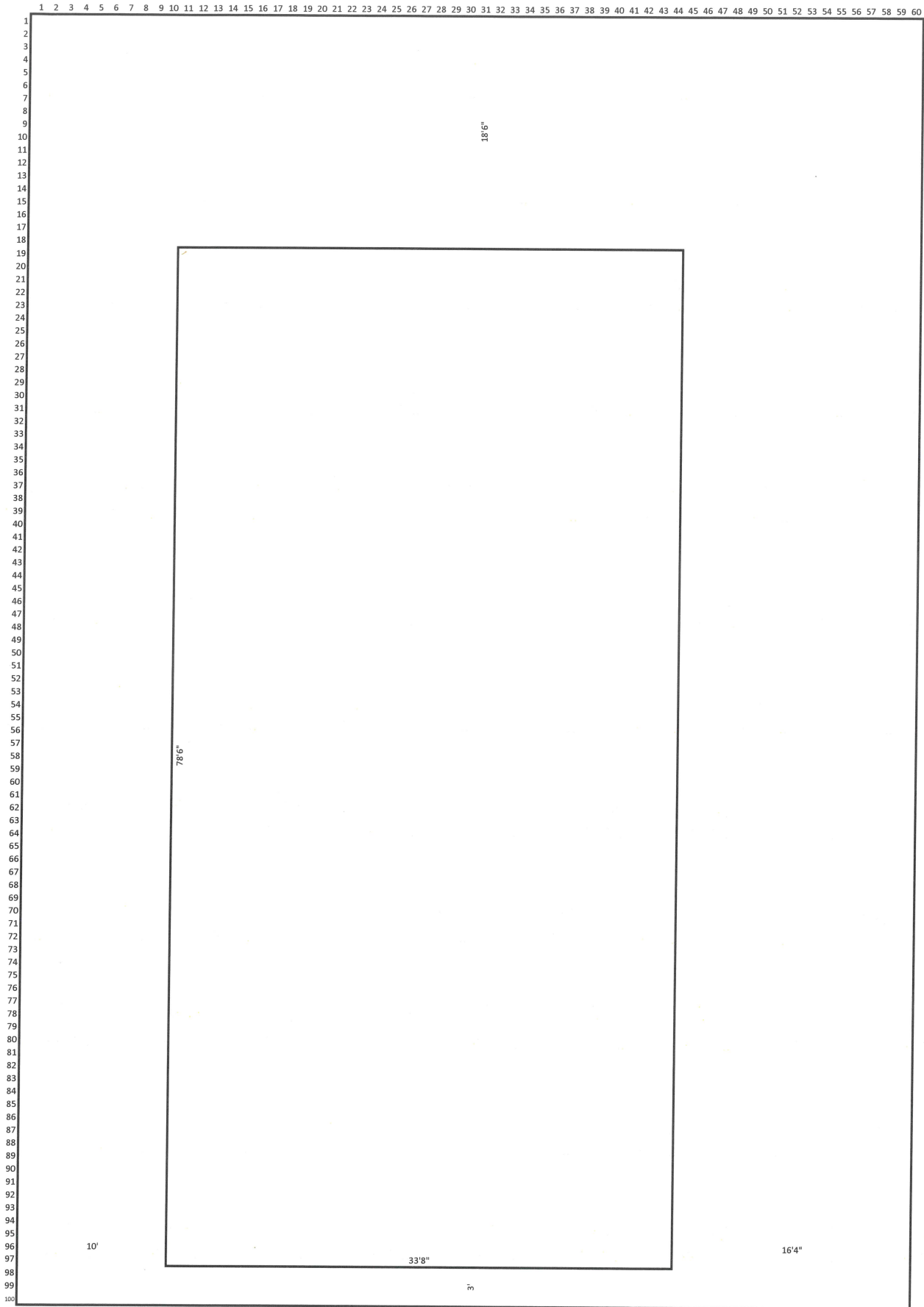
Approximately 57' - County ROW



Appendix A

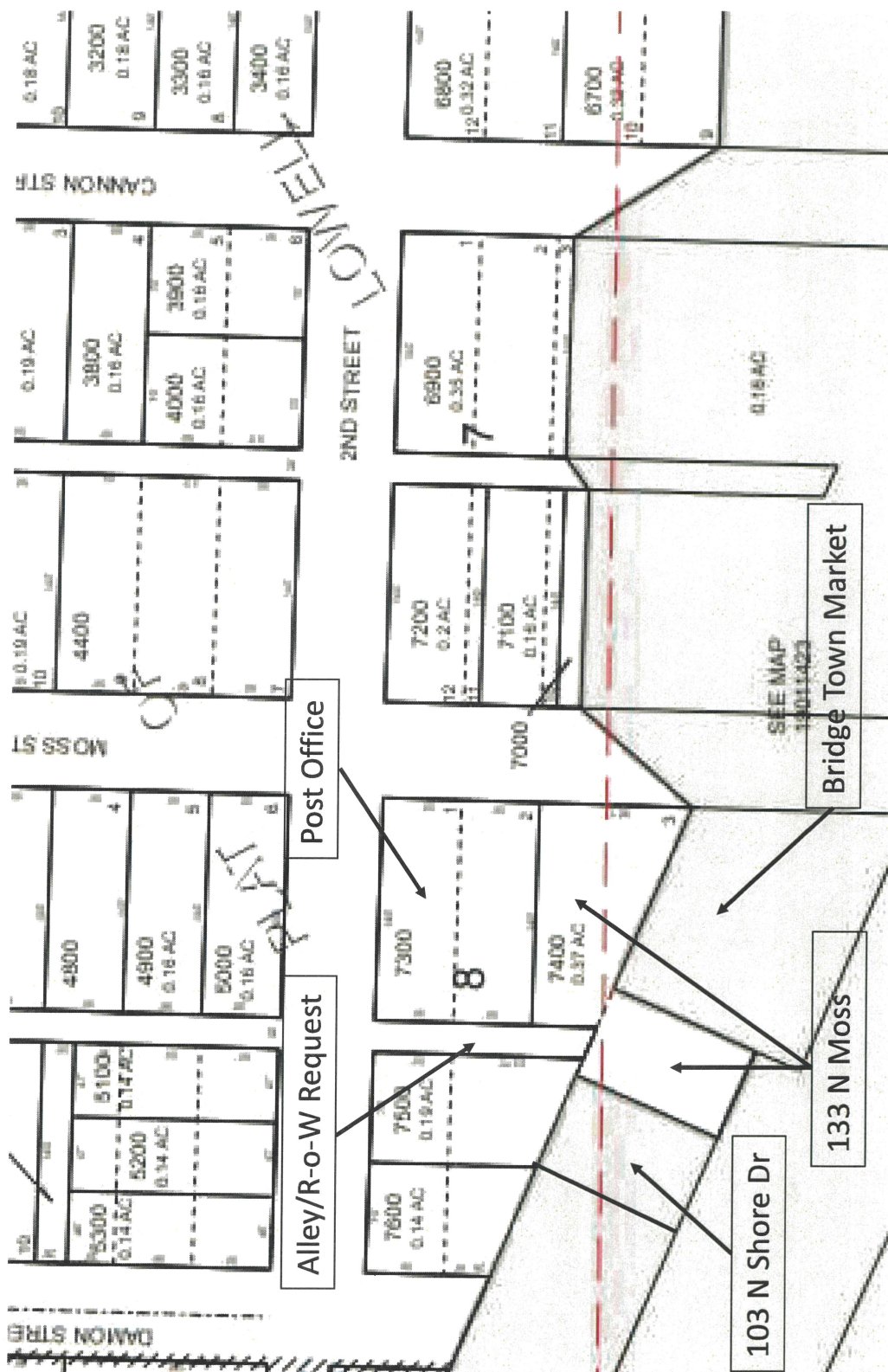
Site Plan

103 North Shore



North Shore Drive

Appendix A



Appendix A



Appendix A

AFTER RECORDING RETURN TO:
CASCADE TITLE COMPANY
811 WILLAMETTE ST., EUGENE, OR 97401

158158 JJ

Lane County Clerk
Lane County Deeds & Records

2022-001685

01/11/2022 02:31:48 PM

RPR-ESMT Cnt=1 Stn=8 CASHIER 12 4pages
\$20.00 \$11.00 \$10.00 \$20.00 \$61.00

\$122.00

After recording return to:
Lowell Investments Properties, LLC
105 N. Moss St. #447
Lowell, OR 97452

DECLARATION OF 20' PRIVATE JOINT ACCESS, MAINTENANCE, AND UTILITY EASEMENT

This Declaration of 20' Private Joint Access, Maintenance, and Utility Easement (Declaration) is made this 21 day of Dec, 2021

RECITALS:

A. Declarant: Lowell Investments Properties, LLC, is the owner of certain real property more particularly described as follows:

Parcels 1 and 2, Land Partition Plat No. 92-P0262, as platted and filed on October 7, 1992, Lane County Oregon Plat Records.

B. Purpose: This Declaration of Joint Access, Maintenance and Utility Easement is made to specifically provide for:

- (1) Access and Utilities to the Parcels described above, and any future division of these Parcels.
- (2) Maintenance requirements of the Easement, and
- (3) Responsibilities for all persons who are or who may become parties using said Easement.

WITNESSETH:

Now therefore in consideration of the foregoing recitals, which are expressly made a part of this Declaration of Joint Access, Maintenance and Utility Easement, the undersigned hereby declares as follows:

(1) Declaration of Access and Utility Easement: There is hereby declared, granted, conveyed and created a perpetual and non-exclusive Easement 20.00 feet in width, as a means of ingress and egress to and from said Parcels. It is further declared and provided that said Easement may be utilized for the installation and maintenance of such utilities as may be needed to serve said Parcels. It is expressly understood that no rights outside the Easement are provided. The Easement is more particularly described as follows:

Appendix A

A strip of land 20.00 feet in width, the North line of which is described as follows: Beginning at the Northwest corner of Parcel 1, Land Partition Plat No. 92-P0262, as platted and filed on October 7, 1992, Lane County Oregon Plat Records, thence Southeasterly along the North line of said Parcel 1 a distance of 37.91 feet to the Southeast corner of the 20.00 foot wide alley of Block 8, Plat of Lowell, as platted and filed on April 4, 1910, in Book 4, Page 37, Lane County Oregon Plat Records.

A drawing of the easement is attached as Exhibit A.

(2) Extent: The Easement created by this declaration is not personal or in gross but is appurtenant to each said Parcel.

(3) Duration of Covenants Binding or Successors and Assigns: The Easement created by this declaration shall be permanent and perpetual and shall constitute a covenant running with the land and shall be binding on and inure to the benefit of all heirs, successors and assigns of said Parcels.

(4) Exclusive: The Easement provided herein shall be exclusive to the owners, heirs, successors and assigns (and their guests) of said Parcels, or any portion thereof and each shall be entitled to use the Easement for the vehicular and pedestrian access for which it is provided. The Easement shall not be impeded by any party.

(5) Maintenance: Any party may cause the Easement right-of-way or any portion thereof to be maintained or repaired. The party causing said maintenance or repair to the roadway shall pay for such work. Other persons using the roadway shall be liable for contribution based on that party's relative use proportional to the total roadway use. This payment shall be made in a timely manner, not to exceed 30 days, from the date of receipt of proof of expense.

(6) Taxes: Real property taxes shall be paid by the owners of the property upon which the Easement is located.

(7) Indemnification: Each party shall indemnify and save any other of the parties harmless from any liability, loss or expenses resulting from that parties agents and employees, any independent contractor hired by that party, and that parties permittees, invitees, licensees and guests unless that injury is caused in part by any of the other parties' failure to contribute to the expenses of maintenance of the Easement.

(8) Further Documents: In the event that the any of the Parcels require any further grants or easements to document and effectuate the Easement created herein, Grantors each represent that each will execute said grants of easements.

(9) Not a Public Dedication: Nothing contained in this Declaration shall, or shall be deemed to constitute a gift or dedication of any portion of the Parcels to the general public or for the benefit of the general public or for any public purpose whatsoever, it bien the intention of the parties that this Declaration will be strictly limited to and for the purposes expressed herein.

Appendix A

(10) No Merger: It is the Declarant's intention that this easement shall not merge with the title of the dominant and servient estates and thereby eliminate it, as the Declarant intends that no such merger take place and that the restrictions on the use of the real estate, as embodied in this Easement shall become and remain permanent and perpetual as provided for in this Easement, and that merger, which would eliminate such restrictions, shall not take place.

Granted and declared this 21 day of Dec., 2021.



James D. Martini, Member
Lowell Investments Properties, LLC

State of Oregon)ss
County of Lane)

Personally appeared the above named James D. Martini, Member of Lowell Investments Properties, LLC, who being known to me to be the identical individual who executed the foregoing instrument, and does acknowledge said instrument to be his voluntary act and deed. Acknowledged before me this 21 day of Dec, 2021.


NOTARY PUBLIC FOR OREGON

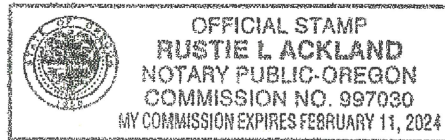
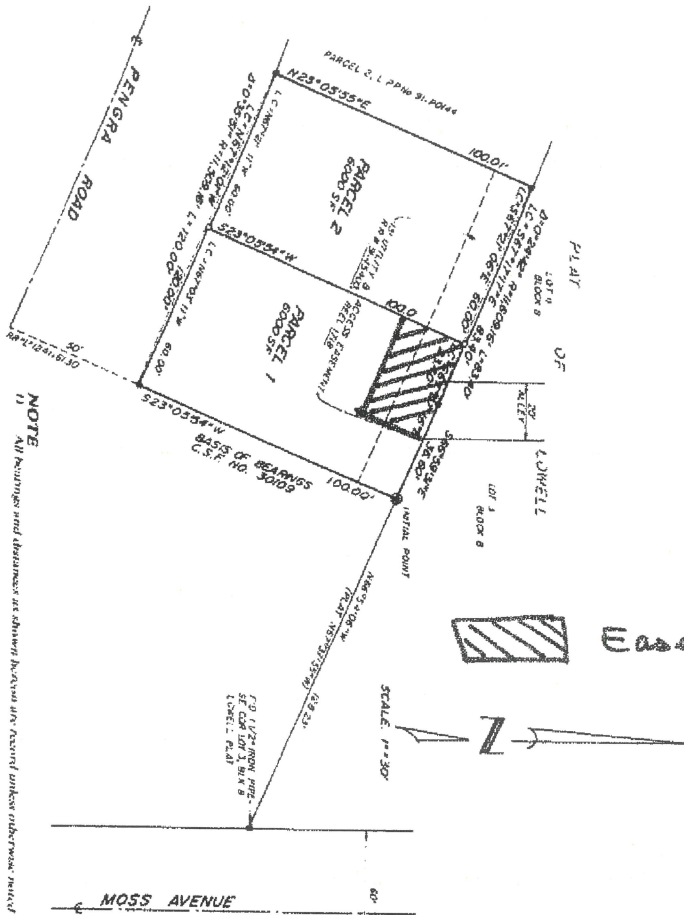


Exhibit "A"

SURVEY NARRATIVE
 This survey was requested by the Property Owner, Mrs. Judy E. Allen for the purpose of Partitioning the same. The monumentation from Land Partition No. 91-270144 was found and kept. Hence the property was partitioned according to the owners' instructions.

I, Lawrence B. Olson, do hereby certify that this is a true and correct copy of the final Partition plat as shown.



Easement Area



FILED
 OCT 07 1992
 SQUANT COUNTY CLERK

SPRINGFIELD, OREGON

LAND PARTITION PLAT NO. **92-P0262**

MINOR PARTITION PLAT

for

JUDY E. ALLEN
 NW 1/4 SECTION 14, T.19 S., R.1 W., W.M.
 LOWELL, LANE COUNTY OREGON
 ASSESSOR'S MAP NO. 19-01-1423 TAX LOT 9803
 DATE OF SUBMITTAL 9-1-92

SURVEYOR'S CERTIFICATE

State of Oregon
 County of Lane

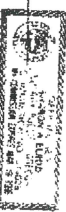
I, Lawrence B. Olson, a Registered Professional Land Surveyor, do hereby certify that I have carefully surveyed and plotted the above described parcel with proper monumentation and proper monumentation the following described parcel of land partition plat No. 91-270144, more particularly described as follows: Assumed to be a true and correct copy of the original and true plat of said parcel, bearing North 66° 54' 00\"/>

DECLARATION

I, the undersigned, do hereby declare that I am the owner of the above described parcel of land and that I have executed this plat in conformity with the laws of the State of Oregon.

ACKNOWLEDGEMENTS

I, the undersigned, do hereby acknowledge that I am the owner of the above described parcel of land and that I have executed this plat in conformity with the laws of the State of Oregon.



ZONING: R-1

LEGEND
 • "S" symbol from road plat in L.P. No. 91-270144
 • "C" symbol from road plat in L.P. No. 91-270144
 • "O" symbol from road plat in L.P. No. 91-270144
 (text) Record This
 SF Square Feet

REFERENCES
 LAND PARTITION PLAT NO. 91-270144, C.S.F. NO. 3009
 PLAT OF LOWELL SURVEY NO. 444

There are no other rights in this property
 R.R. No. 2143399 AND 21434

LANE COUNTY SURVEYORS OFFICE
 CS FILE NO. 20612
 FILING DATE 10-13-92

APPROVALS (177) OF LOWELL
 [Signature]
 [Signature]
 [Signature]

9/1/92
 9/1/92
 9/5/1992

OLSON & THOMPSON P.C.



House Plan Zone, LLC
 Email: Sales@HPZplans.com
 Fax: 1-800-574-1387

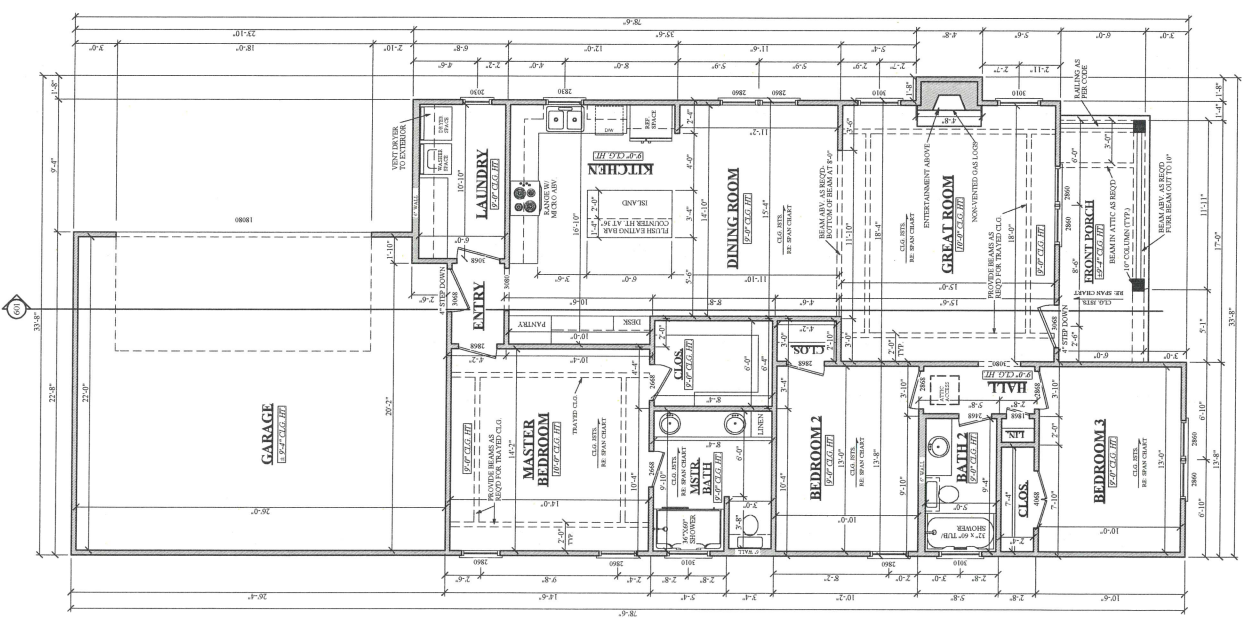


Plan ID:
BB-1300

Date: 05/02/07
 Drawn By: C.T.B.

SHEET NUMBER
X

Appendix A



NOTE: HVAC UNIT TO BE LOCATED IN ATTIC SPACE ABOVE.

FLOOR PLAN

SCALE: 1/4" = 1'-0"

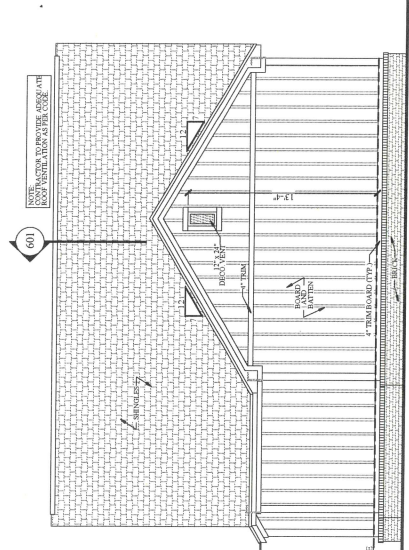
AREAS: 1541 | S.F. HEATED
591 | S.F. UNHEATED - GARAGE
102 | S.F. UNHEATED - FRONT PORCH
693 | S.F. UNHEATED - TOTAL
2234 | S.F. TOTAL

WINDOW LABEL SIZE: THIS IS A WINDOW THAT IS 17"6" HIGH BY 4'0" WIDE. THE WINDOW LABELS ARE PLACED IN THE CORNER OF THE WINDOW. THE WINDOW LABELS ARE PLACED IN THE CORNER OF THE WINDOW. THE WINDOW LABELS ARE PLACED IN THE CORNER OF THE WINDOW.

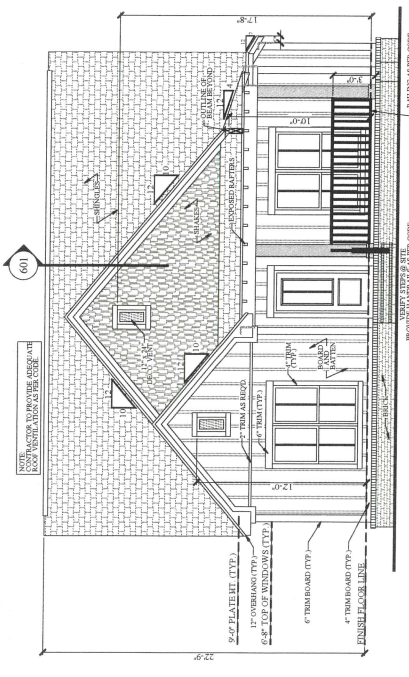
WINDOW LABEL SIZE: THIS IS A WINDOW THAT IS 17"6" HIGH BY 4'0" WIDE. THE WINDOW LABELS ARE PLACED IN THE CORNER OF THE WINDOW. THE WINDOW LABELS ARE PLACED IN THE CORNER OF THE WINDOW. THE WINDOW LABELS ARE PLACED IN THE CORNER OF THE WINDOW.

*** NOT FOR CONSTRUCTION ***

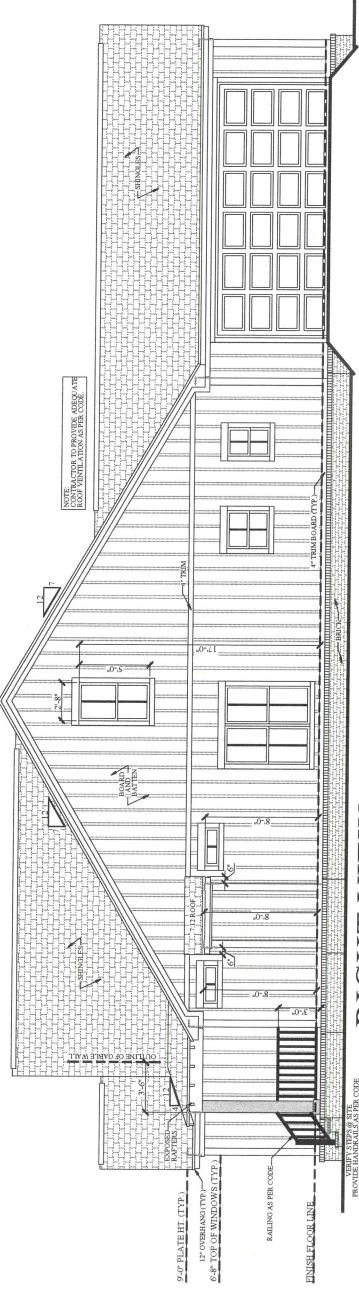
Notes: These plans are for preliminary purposes only and not for construction. Any attempt to build from these plans is unlawful and unsafe. The design of this plan is protected under copyright and shall not be reproduced or distributed without prior written consent from House Plan Zone, LLC.



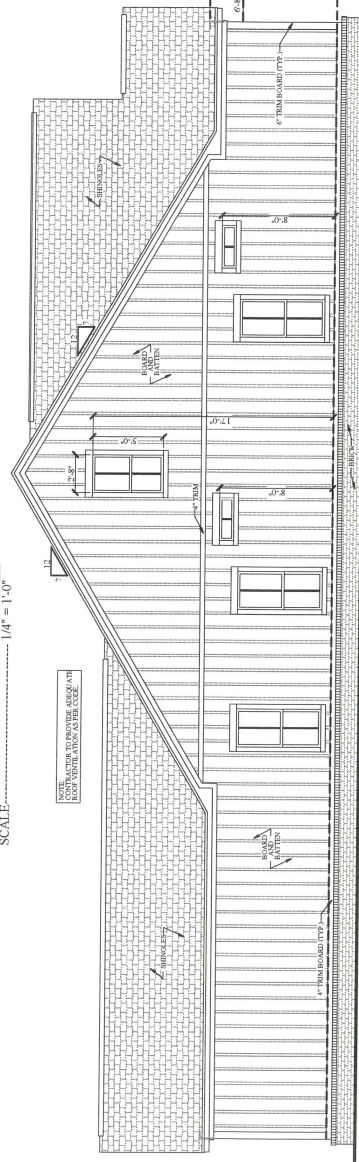
FRONT VIEW
 SCALE: 1/4" = 1'-0"



REAR VIEW
 SCALE: 1/4" = 1'-0"



LEFT VIEW
 SCALE: 1/4" = 1'-0"



RIGHT VIEW
 SCALE: 1/4" = 1'-0"

NOT FOR CONSTRUCTION

Notes: These plans are for preliminary purposes only and not for construction. Any attempt to build from these plans is unlawful and unsafe. The design of this plan is protected under copyright and shall not be reproduced or distributed without prior written consent from House Plan Zone, LLC.

Appendix A



City of Lowell
PO Box 490 | 107 East 3rd St.
Lowell, OR 97452
(541) 937-2157
www.ci.lowell.or.us

XBP Confirmation Number: 113139911

▶ Transaction detail for payment to City of Lowell.		Date: 01/12/2022 - 2:30:13 PM MT	
Transaction Number: 164306101PT MastercardXXXX-XXXX-XXXX-9701 Status: Successful			
Account #	Item	Quantity	Item Amount
	Land Use Permit	1	\$165.00

TOTAL: \$165.00

Billing Information
James Martini
, 97452

Transaction taken by: Admin sdragt

Appendix B

Jeremy Caudle

From: Jeremy Caudle
Sent: Thursday, January 27, 2022 9:02 AM
To: 'Lon Dragt'
Subject: RE: Long-term residential right-of-way permit application

Thank you.

From: Lon Dragt <dragt2300@gmail.com>
Sent: Thursday, January 27, 2022 7:47 AM
To: Jeremy Caudle <JCaudle@ci.lowell.or.us>
Subject: Re: Long-term residential right-of-way permit application

Yes we would be able to access this along the alley.

Sent from my iPad

On Jan 26, 2022, at 14:24, Jeremy Caudle <JCaudle@ci.lowell.or.us> wrote:

Hi Lon:

I am asking for your review of a right-of-way permit application that we have received.

The application materials are attached. The applicant is requesting access to the city alleyway indicated on the picture below for access off of 103 N Shore Dr. They have an access easement across 101 N Shore Dr. to get to 103 N Shore Dr.

They are requesting access through the alleyway because of difficulty obtaining an access permit from Lane County for N Shore Dr.

I would like your opinion on the ability of the fire department to respond to this address. Would you be able to access them through the alleyway? Off of N. Shore Dr.?

Feel free to call me if we need to discuss over the phone. We are hoping to complete the final documents within the next one to two weeks.

--Jeremy

Appendix B



From: Jeremy Caudle

Sent: Wednesday, January 12, 2022 1:45 PM

To: HEARLEY Henry O <HHEARLEY@Lcog.org>; 'Gary Darnielle (GDARNIELLE@lcog.org)' <GDARNIELLE@lcog.org>

Cc: Max Baker <mbaker@ci.lowell.or.us>; Matt Wadlington <Mwadlington@civilwest.net>

Subject: Long-term residential right-of-way permit application

Appendix B

Good afternoon:

I have attached a long-term residential right-of-way permit application from Jimmy Martini.

The last we talked about this—May/June 2021 (see attached email)—we asked Martini to record a permanent access easement across 101 N Shore Dr.

He has recorded the easement (copy included in the application). He is ready to obtain building permits for a new home on 103 N Shore Dr., and he is ready to move forward with the right-of-way permit so the new home will have access to W 2nd St.

I would like LCOG's help in reviewing the application and drafting the permit for City Council action. It seems to me that we should have in place a right-of-way agreement to be filed with the county deeds and records department.

The next regular city council meeting will be February 15. Provided the application is complete, do you think we could have something ready by then?

Thank you and feel free to call/email me if you need additional info from me.

Jeremy

Jeremy B. Caudle
City Administrator
City of Lowell, OR
(541) 937-2157
www.ci.lowell.or.us

Appendix C

Mr. & Mrs. Bob Kiser
4406 N.E. 105th Street
Vancouver, WA 98686
March 9, 2022

Lowell City Administrator's Office
P.O. Box 490
Lowell, Oregon 97452
Attn: Jeremy Caudle, City Administrator
jcaudle@ci.lowell.or.us

Dear Sir,

We are the owners of the single-family residence located at 68 W. 2nd Street, Lowell. One of two properties adjacent to the City of Lowell's utility easement, sometimes referred to as "the alley". By this letter we offer our comments and concerns regarding Lowell Investment Properties', LLC (hereafter referred to as LIP) application for a Long-Term Residential Right-of-Way Use Agreement; how approving the application represents a detriment to our property and the current residents, and will attempt to show how the requirements of Section 2.413 of the Lowell Revised Code (LRC) have not been adequately addressed.

1) History and Background

To the best of our ability with the time and resources available we offer the following facts regarding the history of the subject alley.

- a) The alley was first established, along with most of the city of Lowell, in 1910. The original Plat stated that the "...use of the streets, alleys, lane(s) and avenue(s)..." be dedicated to the public "forever". However, the original Lowell City Plat clearly shows that the alley did not facilitate thru traffic to the south because it was incumbered by existing Oregon Eastern Railroad fee owned right-of-way. The alley stopped at what was then, and still is, the southern boundary of our property, 68 W. 2nd St.
- b) Since the original plat of the City of Lowell, this alley has never been open to thru traffic until LIP acquired the properties along North Shore Drive (cc 2017).
- c) The residence at 68 W. 2nd St. was built in 1946 by brothers Milo and Forest Dixon, longtime residents of the Lowell, Dexter, and Fall Creek areas.
- d) The residence at 68 W. 2nd St. has been, and continues to be, owned by members of the Dixon/Erickson family since 1946.

[note: Lawrence Dixon, son of Milo, graduated from Lowell High School and is one of the first inductees into the Lowell High School Hall of Fame for his roll in helping Lowell win the 1961 State Basketball Championship. Donna (Dixon) Erickson (now deceased), daughter of Milo, also graduated from Lowell and taught in the Lowell School District for her entire career. She too was one of the first inductees into the Lowell High School Hall of Fame.]

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- e) As far back as anyone in the family can remember, the alley was used and maintained solely by the Dixon/Erickson family. Maintenance included vegetation management, rocking and occasional removal and disposal of debris from people who dumped, illegally, from the Post Office and Gas Station parking lot onto the subject alley. Again, to our knowledge, with the singular exception of early sewer work, the City of Lowell has never utilized the alley, nor have they incurred any expense in the maintenance thereof. The Dixon/Erickson family has always treated it as their own and maintained it accordingly.
- f) The current residents of 68 W. 2nd St. are Lawrence and Marla Dixon; 78 and 74 years of age respectfully. They have lived there since 1992. Both have debilitating health issues and are visited by caregivers multiple times a week. They are not used to traffic on the alley and become alarmed and concerned when it occurs.
- g) As shown above, prior to LIP acquiring the property along North Shore Drive, in the 112 years the alley has existed, there has never been traffic through the alley. It was blocked by a residence located on what used to be 101 North shore drive and a fence on our southern property line and before that the railroad easement. LIP's acquisition of the properties along North Shore Dr., has allowed the public, to use the alley to access the Bridge Town Market west side parking lot and North Shore Dr., and correspondingly, North Shore Dr. to W 2nd St.

2) Right of Way Application Concerns

- a) Section 2.413 (2) requires the applicant, in this case LIP, to "...provide a description of the proposed use..." of the right-of-way. LIP's Land Use Permit Application states that the proposed use of the property is to provide "*Private access to 103 N. Shore Dr.*" However, when questioned by the City Council during the meeting of Tuesday, March 1, 2022, LIP acknowledged that, in addition to the future residents of 103 N. Shore Dr., the right-of-way would also be used by employees of Bridge Town Market. During follow up questioning by the Council, LIP stated that the market employed two shifts of four employees per day. Use of the alley by Bridge Town Market employees or its contractors may constitute "commercial use" and would violate Section 2.413(b) of the Lowell Revised code.
- b) In the Memo from the Lowell City Administrator to the Mayor and City Council the City Administrator states in the second paragraph that "*The applicant is requesting access to the city-owned alley due to the permitting difficulties of obtaining driveway access off North Shore Dr., which is county owned.*" Again, in follow up questioning by the City Council, LIP acknowledged that they hadn't actually applied for access with the County. When asked why, LIP stated that it would cost too much, the process would take an undetermined amount of time, and they didn't believe it would ultimately be approved.

It seems obvious that access from North Shore Dr. would be much better for LIP and the future residents of 103 North Shore Dr. Since the City Council meeting on March 1st, we contacted Lane County and asked if there were any extenuating factors which might impact the processing of such an application and were instructed to review Lane County Code, chapters 15 and 16. We did that and found that while there are numerous roads and highways with specific access

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requirements which might impact the processing of such an application, North Shore Drive through the City of Lowell is not one of them.

3) Detrimental Affects

a) Thru Traffic

We believe that the subject alley was never intended to provide for through traffic from W. 2nd St. to what is now North Shore Dr. Approving LIP's application for access does not limit the access to the future residents of 103 North Shore Dr., as implied in LIP's application. In fact, it opens the alley to vehicle and foot traffic from North Shore Dr. to W. 2nd St., thereby turning the alley into a de-facto through street. There would be no way to control traffic. It has already occurred. Since LIP removed the previous residences along North Shore Dr., the alley has been, and continues to be, used by Bridge Town Market employees, construction vehicles, people salvaging material from the LIP demolition of the previous buildings and dirt bikes, . This thru traffic on what was clearly intended to be a dead-end alley is a hazard to the residents of 68 W. 2nd and the public. We suggest that it would even be a hazard to the future residents of 103 North Shore Dr., should LIP's application be approved.

b) Parking

To the best of our knowledge, there is only a 5 ft. set back from our east property line to the City owned alley. This means that there is no way to park a vehicle on our property without encroaching on the City's alley and, if approved, on LIP's right-of way. In the past this has not been an issue because there was no thru traffic and no other use of the alley other than our own. The City and LIP might attempt to verbally assure us that this will not be an issue, however, with the inability to control thru traffic on the alley verbal assurances are less than adequate. Additionally, the property to the east of the alley (post office) is higher in elevation than the right-of -way. This has resulted in soil and asphalt from the parking lot sluffing off the west edge of the post office property line effectively narrowing the alley. This not been a significant concern in the past because the residents of 68 W. 2nd were the only users of the alley. However, thru traffic would be forced to move westward on to our property due to the physical narrowing of the alley.

c) Property Values

The effects of 3) a) and b) noted above will without question have an adverse impact on the value of our property. When we acquired the property in 2015 we questioned the City about the alley and were told that this was a sewer easement and that it stopped at the south boundary of our property and the north boundary of what was then 101 North Shore Dr. All of which was accurate but did not take into account revising adjacent property boundaries, and opening the alley to thru traffic. Had we have known about this possibility it would have affected our view of the property value.

d) Effects on the current residents of 68 W. 2nd St., Lawrence and Marla Dixon.

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As stated in 1) d) above, as far back as anyone in the family can remember, the alley was used and maintained solely by the Dixon/Erickson family. The family has always treated it as their own. As Lawrence and Marla Dixon advance in years and decline in health they have difficulty understanding why strangers are using what they have long considered their driveway. This is a significant safety concern and can be more than a bit disconcerting. Additionally, they are checked on by family and caregivers in the area multiple times a week and the aforementioned parking concerns could become problematic.

4) Summary

- Approving the LIP application is tantamount to creating a new through street from W 2nd St. to North Shore Drive. A thru street that has not existed in 112 years.
- The subject alley has been accessed and used solely by the owners and residents of 68 W. 2nd St. since 1946.
- The alley has been maintained by the Dixon/Erickson family since 1946 at no cost to the City.
- LIP's Land Use Permit Application states that the proposed use of the property is to provide "*Private access to 103 N. Shore Dr.*" However, LIP has acknowledged that the right-of-way would also be used by employees of Bridge Town Market. In fact, LIP, it's employees, and others began using the alley as a thru street shortly after it acquired the properties along North Shore Dr.
- In the Memo from the Lowell City Administrator to the Mayor and City Council the City Administrator states in the second paragraph that "*The applicant is requesting access to the city-owned alleyway due to the permitting difficulties of obtaining driveway access off North Shore Dr., which is county owned.*" Again, LIP has acknowledged that they hadn't actually applied for access with the County.
- Approving LIP's application for access does not simply provide private access to the future residents of 103 North Shore Dr., as suggested by LIP. It opens the alley to vehicle and foot thru traffic thereby turning the alley into a de-facto through street. This unavoidable thru traffic represents a hazard to the residents of 68 W. 2nd and the public.
- To the best of our knowledge, there is only a 5 ft. set back from our east property line to the City owned alley. This means that there is no way to park a vehicle on our property without encroaching on the City's alley and LIP's right-of way, should it be approved.
- The effects of 3) a) and b) noted above will, without question, have an adverse (detrimental) impact on the value of our property.
- As the current residents of 68 W 2nd St. advance in years and decline in health they have difficulty understanding why strangers are using what they have long considered their driveway. At times this can be more than a bit disconcerting. Additionally, the aforementioned parking concerns could become problematic.

5) Conclusion

- In the 112 years the alley has existed, prior to LIP acquiring the property along North Shore Drive it has never carried thru traffic.

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- Were it not for the request by LIP there is no public need to facilitate thru traffic on the alley.
- If LIP request is approved there is no way to control or limit thru traffic.
- The fact that the subject alley has been accessed and use solely by the owners and residents of 68 W. 2nd St. since 1946 represents a significant precedent.
- The alley has been maintained by the Dixon/Erickson family since 1946 at no cost to the City, also a significant precedent.
- Approving LIP's request offers no public benefit. In fact, it would be a benefit to LIP and only LIP and would be a detriment to the owners and residents of 68 W. 2nd St.
- The unfortunate failure of one property owner to anticipate, plan and schedule time and resources sufficient to satisfy permitting processes should not result in negative, detrimental impacts to another.
- It seems obvious that an access from North Shore Dr. to 103 North Shore Dr. would be better for the future residents and LIP. It would allow for the alley to remain closed to thru traffic and thereby alleviate the thru traffic concerns.
- Based on the facts and opinions outlined above, we respectfully request that the Council deny LIP's request for a long-term right-of way permit. The city owned alley in question should not be allowed to carry thru traffic.

Respectfully,

Bob & Leslie Kiser

Public Notice
Notice of Public Hearing for a Long-Term Residential Right-of-Way Permit
City of Lowell, Oregon

The City of Lowell will be holding a public hearing at 7:00 PM on March 15, 2022 at the Maggie Osgood Library located at 70 N. Pioneer Street, Lowell, OR 97452. The purpose of the public hearing is to take comments on an application requesting a long-term residential right-of-way permit.

The applicant, Lowell Investment Properties, LLC, is requesting a long-term residential right-of-way permit to access a city-owned alleyway located off of W. 2nd St, between 68 W. 2nd Street and 135 N. Moss Street. This accessway is unimproved, approximately 150 feet in length, and approximately 20 feet in width. The applicant owns tax lot 9808, located at 103 N. Shore Dr. The applicant is requesting a long-term residential right-of-use permit so that they can have legal access from 103 N. Shore Dr. to W. 2nd St. via the alleyway. The applicant intends to build a single-family residence at 103 N. Shore Dr.

Any written comments concerning the long-term residential right-of-use permit received by the City prior to the public hearing will be provided to the City Council. Any interested party may submit oral or written comments at the public hearing on March 15, 2022.

Due to the COVID-19 pandemic, the City is providing an electronic option to listen, watch, and participate. Members of the public may participate in person with physical distancing measures or electronically through Zoom by PC, tablet, or phone. For instructions on how to join via Zoom, go to the following web address and select the meeting in question: <https://www.ci.lowell.or.us/calendar>.

Questions concerning the long-term residential right-of-use permit may be directed to City Administrator, Jeremy Caudle by calling (541) 937-2157, or by email at admin@ci.lowell.or.us. Copies of the application are available upon request.



Applicant's property

Private access easement

Agenda Item Sheet

City of Lowell City Council

Type of item:

Land Use Application

Item title/recommended action:

Lake Town tentative subdivision plat approval – LU #2021-13 – Review Planning Commission recommendation for approval of a 16-lot subdivision for property located at Assessor’s Map 19–01–14-13, Tax Lot 03700. – Discussion/Possible action

Justification or background:

See attached staff report.

Budget impact:

N/A

Department or Council sponsor:

Planning Commission

Attachments:

Staff report and associated attachments.

Meeting date:

03/15/2022

**Staff Report & Findings of Fact for City Council
Assessor’s Map 19-01-14-13, Tax Lot 03700
Lake Town Tentative Subdivision Plat Approval
LU 2021-13
Date of Report: March 8, 2022**

Referrals: Lane County Transportation Planning, Oregon Department of Transportation, Civil West Engineering, and Lowell Rural Fire Protection District.

Mailed Notice: February 4, 2022

Staff Report Date: March 8, 2022

Planning Commission
Public Hearing: March 2, 2022

City Council
Public Hearing: March 15, 2022

BASIC DATA

Application Request: Subdivision to create 16 lots

Agent: The Favreau Group
Anthony Favreau, PE
3750 Norwich Ave
Eugene, OR 97408

Property Owner: Jerry and Julie Valencia
11 North Alder Street
Lowell, OR 97452

Location: Adjacent to Wetleau Drive, south of East 1st Street.

Assessor’s map: 19-01-14-13

Tax lot: 03700

Area: 3.47 acres

Plan Designation: Low Density Residential

Zoning: R-1 Single-Family Residential District

1. Proposal. The City Council is being asked to review Planning Commission's recommendation for approval of a 16-lot subdivision for property located at Assessor's Map 19-01-14-13, Tax Lot 03700. The subject property is owned by Mr. and Mrs. Jerry and Julie Valencia. The applicant's civil engineer for the subdivision is Mr. Anthony Favreau, of The Favreau Group. The subject property is zoned R-1 Single Family Residential. The subject property currently is vacant but cleared of most trees and brush. The subject property is within the surrounding previous phases of the Sunridge and Wetleau subdivisions. The proposed subdivision will take its legal access from Wetleau Drive, which will be improved to current city standards and a new looped road Jazzie Loop. A further discussion of the street improvements planned for Wetleau Drive will be discussed later in this report.

2. Items of Note.

- Lots 9,10,12, 14,15, and 16 contain slopes of 15 percent or greater. Lowell's hillside development standards will apply to these lots. The applicant has submitted a Geotechnical report that was previously completed as part of a larger subdivision development in the immediate vicinity.
- The Department of State Lands (DSL) has reviewed the preliminary subdivision and has determined the subdivision will not require a state permit because based on the site plan, the project avoids impacts to jurisdictional wetland, waterways, or other waters.
- Drainage will largely be handled by existing City infrastructure. The City's current stormwater collection system south of First Street has the ability to handle the anticipated stormwater drainage from the subdivision. The stormwater drainage plans have been reviewed by Public Works and Engineering.
- Wetleau Drive will be improved to 28-foot wide of pavement with a full dedicated width of 60-feet. Sidewalk, curb and gutter will be placed where not presently located.
- The subdivision will create a new street to be called Jazzie Loop. Jazzie Loop will be 28-foot wide within a 50-foot right-of-way with sidewalk, curb and gutter.
- On March 2, 2022, the Lowell Planning Commission held a public hearing on the subdivision and accepted oral testimony from those in favor and in opposition to the subdivision. At the conclusion of the hearing, Planning Commission recommended approval onto City Council.
 - During the public hearing, the issue of on-street parking was raised. There was some disagreement as to whether or not on-street parking should be permitted with a 28-foot pavement width.
 - Public Works commented that a pavement width of 28-feet is adequate to accommodate on-street parking on both sides. There are several instances of on-street parking occurring in Lowell on streets that are paved to a width of

28-feet.

- From staff’s point of view on this matter, it may be irrelevant. Lowell has adopted off-street parking standards. For one- and two-family dwellings that contain 2 or more bedrooms, two off-street parking spaces are required; parking of vehicles will occur in the driveway that is build for each residence. The issue may warrant a wider discussion amongst the Council and community, not necessarily in a land use hearing for tentative subdivision approval.
 - On-street parking is not an approval criterion for tentative subdivision approval. Although, there may be an augment for the issue of fire and life safety due to inadequate fire access due to vehicles parked on both sides of the street would fall under Section 9.228(h) which relates to unreasonable risk to public health and safety, including impaired emergency response.
- The Fire Chief cited, during the Planning Commission hearing – acting as the Fire Chief and not Planning Commission Chair, Section D103.6.1 2019 Oregon Fire Code which states, “fire lane signs as specified in Section 103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide and less than 32 feet wide.” The Fire Chief may be present to provide further comment on this matter at the Council hearing or answer questions that Council may have.
 - The Fire Chief also issued comment (comment dated March 8, 2022) ahead of the City Council hearing stating in part - the Fire District would like to have no on-street parking on at least one side of the road for narrow streets. Since it was not brought up with previous developments, it would not benefit anyone but the Fire District. So, at this time, the issue of on-street parking should be removed and addressed at a later time between the Fire District and City separate of the land use process for the proposed subdivision. To see the Fire Chief’s comment in its entirety, please see **Attachment K**.

3. Public comments. No written comments were received before the Planning Commission or City Council public hearing. At the Planning Commission public hearing two oral comments were received. The first comment was in favor of the subdivision. The commenter owns property nearby the subject property and has long known the vacant property would become developed at some point. The subdivision may improve drainage on the commenter’s property because water continually runs downhill onto the commenter’s property; the drainage improvements proposed on the property may end up abating some historical drainage issues on the commenter’s property. The commenter believes in the City’s school system and feels growth is good for the City and the schools. Lowell will benefit from more housing for families.

The second commenter was in opposition to the subdivision. The commenter states existing ordinances in Lowell are not followed or enforced. The addition of 16 homes would negatively impact their privacy. There are constant noise issues with fireworks and barking dogs. The commenters are against the proposal until Lowell enforces the ordinances it

already has on the books.

4. **Approval Criteria.** Section 9.204 Application Site Plan. Section 9.223 General Information. Section 9.220 Subdivision or Partition Tentative Plan. Section 9.224 Existing Conditions Information. Section 9.518 and Section 9.228 Decision Criteria. Section 9.230 Subdivision or Partition Plat. Section 9.516 Access. Section 9.517 Streets. Section 9.518 Sidewalks. Section 9.519 Bikeways. Section 9.520 Storm Drainage. Section 9.521 Water. Section 9.522 Sanitary Sewer. Section 9.523 Utilities. Section 9.630 Hillside Development. Section 9.524 Easements. Section 9.805 Improvements Agreement. Section 9.806 Security. Section 9.807 Noncompliance Provisions. Section 9.231 Submission Requirements. Comprehensive Plan Policies: Housing Need Policy (c) 4 & 5; Development Constraints (c) (1) & (2). Notice of decision will be sent to the applicant, and parties of record.
5. **Staff review of applicable criteria for subdivision.**

LDC 9.204 Application Site Plan

FINDING: The applicant has submitted the necessary information as required for an application site plan, and application narrative in order for staff to make findings on the proposal. Criterion met.

LDC 9.220. Subdivision or Partition Tentative Plan

(a) The Planning Commission shall have the authority to review and approve Land Partitions and the City Council, with recommendation from the Planning Commission, shall have the authority to review and approve all Subdivisions, under the provisions of this Code.

(b) In the event that a single land use application requires more than one decision, the highest deciding authority will make all decision requested in the application.

FINDING: The requested land use action is a subdivision. As such, per LDC, the proposal will go through a two-step land use process: a public hearing in front of Planning Commission for a recommendation and a public hearing in front of City Council for a decision and final action.

The City of Lowell has followed the required processes for approval of a subdivision. The proposal received a recommendation from Planning Commission for approval which has been forwarded onto City Council for a decision and final action. Criterion met.

LDC 9.223. General Information.

(b) No Tentative Plan shall be approved which bears a name using a word which is the same as, similar to or pronounced the same as a word in the name of any other subdivision in the same county, except for the words “town,” “city,” “place,” “court,” “addition,” or similar words, unless the land Platted is contiguous to and Platted by the same party that Platted the subdivision bearing that name or unless the party files and records the consent of the party that Platted the subdivision bearing that name. All

Plats must continue the lot and block numbers of the Plat of the same last filed.

FINDING: The proposed name of the subdivision is “Lake Town.” “Lake Town” is not the same as, similar to or pronounced the same as any other subdivision in Lane County. Staff find this criterion met.

LDC 9.224 Existing Conditions Information.

(a) The location, widths and names of both opened and unopened streets within or adjacent to the land division, together with easements, other rights-of-ways and other important locational information such as section line, corners, city boundary lines and monuments.

FINDING: As seen on the tentative map (**Attachment A**), the utility plan, (**Attachment B**), and the grading plan (**Attachment C**), the applicant has identified the required information in order for staff to make an informed recommendation to Planning Commission.

Wetleau Drive is currently a 50-foot-wide easement, with two-lanes of vehicular travel. Wetleau Drive is proposed to be widened and expanded to a full 60-foot right-of-way. The 60-foot right-of-way will be dedicated to the City on the final plat. The interior lots will be served by a new road “Jazzie Loop,” which will contain 50-foot of right-of-way, with sidewalks on both sides, curb and gutter and two 14-foot vehicular travel lanes (28-foot total, the travel lane may be reduced due to on-street parking on both sides of Wetleau). The tentative plat includes the location of existing and proposed easements. Running along the southern boundary of proposed lots 1, 14, 15 and 16 an existing 14-foot easement. Each proposed lot will also have a 7-foot public utility easement (PUE) placed within the foremost 7-feet of each lot, adjacent to the right-of-way.

(b) The location of all existing sewers, septic tanks and drain fields, water lines, storm drains, culverts, ditches, and utilities, together with elevation data, on the site and on adjoining property or streets, if applicable.

FINDING: The necessary information is contained on the tentative map and the accompanying grading and utility sheets. There is an existing 8” water line on the west and north sides of Wetleau Drive. This water line can serve up to an elevation of 880 which includes all lots depicted in the proposed subdivision.

There is an existing 8” sewage line in Wetleau Drive that the proposed subdivision will connect to. This sewerage line can serve all proposed lots.

LCD 9.225 Proposed Plan Information.

...

(c) The location, width, and purpose of existing and proposed easements.

FINDING: The tentative plat includes the location of existing and proposed easements. Running along the southern boundary of proposed lots 1, 14, 15 and 16 is an existing 14-foot easement.

Each proposed lot will also have a 7-foot public utility easement (PUE) placed within the foremost 7-feet of each lot, adjacent to the right-of-way. All easements associated with the proposal shall be included on the final plat and recorded and filed in accordance with ORS 92, Lane County, and the Lowell Development Code (LDC). The general requirement for the proper recording of all easements in accordance with ORS 92 and Lane County will be a condition of approval. Criterion met.

(d) The total acreage and the proposed land use for the land division including sites for special purposes or those allocated for public use.

FINDING: The total acreage of the subject property is 3.47 acres. The proposed subdivision is adjacent to existing subdivisions within the immediate vicinity. The property is zoned residential and is planned for residential uses.

(e) The location and approximate location dimensions of lots or parcels and the proposed lot or parcel numbers. Where the property division results in any lots or parcels that are larger than 2 and one-half times the minimum lot size, the applicant shall provide a sketch plan showing how the parcels may be re-divided in the future to provide for at least 80% of maximum density within current minimum lot sizes, existing site constraints and requirements of this Code.

FINDING: As seen on the Tentative Subdivision Plat, all 16 proposed lots are correctly identified and indicate the square footage of each lot. No proposed lot is larger than 2.5 times the minimum lot size nor does the proposed subdivision have large remaining tracts of land leftover after subdivision.

...

(g) a general layout of all public utilities and facilities to be installed including provisions for connections and extensions beyond the proposed land division.

FINDING: A general layout of all public utilities and facilities to be installed has been shown on the utility plan (**Attachment B**).

(h) The proposed method of connection to all drainage channels located outside of the proposed land division and the proposed method of flood control (retention ponds, swales.) and contamination protection (settling basins, separators, etc.)

FINDING: Drainage will largely be handled by the existing City stormwater drainage infrastructure. The City's existing stormwater system located south of First Street has the ability to accommodate full build-out of the proposed subdivision. The applicant will be responsible for stormwater drainage improvements required to connect to the City's stormwater system. The City Engineer expressed some concern about stormwater drainage on the western side (lots 1-4). These lots naturally drain to the southwest, so would drain off the subdivision. To address this, the applicant may need to provide a more detailed grading plan, as part of the construction level drawing phase of the subdivision. The applicant's civil engineer is aware of the issue and has indicated a trench drain can be installed to connect to the City's existing storm drain system. No

retention ponds or swales are proposed nor necessary for the land division.

(i) Identification of all proposed public dedications including streets, pedestrian or bike ways, parks, or open spaces.

FINDING: The section of Wetleau Drive that abuts the proposed subdivision is presently 50-feet wide and is not officially dedicated right-of-way. As seen on the grading plan, this section of Wetleau Drive is proposed to be widened to a right-of-way width of 60-feet; this will match the right-of-way width of Wetleau Drive located above the subdivision. At the time of final plat approval, the entire 60-feet of Wetleau Drive will be formally dedicated to the City as right-of-way. Wetleau Drive will be improved to include two 14-foot-wide travel lanes, sidewalk, curb and gutter (on the northern side of Wetleau Drive – the southern portion of Wetleau Drive, abutting proposed lots 14-16 already contain sidewalk, curb and gutter). The newly constructed Jazzie Loop will contain two 14-foot travel lanes, complete with sidewalk, curb and gutter on both sides. Once constructed, inspected and accepted by the City, Jazzie Loop will become dedicated City right-of-way. The subdivision does not propose dedication of pedestrian or bikeways, parks or open space.

(j) Identification of any requirements for future streets and easements required for extension of public infrastructure beyond the development together with restrictions on building within those future streets and easements as well as future setback areas required by this Code.

FINDING: Following land division and build out of the subdivision, it will no longer be able to further subdivide. The proposed streets are the streets necessary to serve the proposed subdivision. One new street is being constructed to serve the internal lots of the subdivision – Jazzie Loop. The existing portion of Wetleau Drive that abuts the proposed subdivision will be improved to a right-of-way width of 60-feet and officially dedicated to the City once completed.

(k) Identification and layout of all special improvements. Special improvements may include, but are not limited to, signs, lighting, benches, mailboxes, bus stops, greenways, bike or pedestrian paths.

FINDING: Staff have not identified any special improvements for tentative approval. The applicant has submitted the necessary information, as seen on the tentative map and related Sheets, for staff to determine and recommend compliance with this provision. However, staff note that during the construction review process between the City Engineer and the applicant’s engineer, a need for certain special improvements may be deemed necessary, such as signs, lighting, and mailboxes. Improvements related to exterior lighting or signs shall conform to Exterior Lighting, Section 9.529 and Signs, Section 9.530.

LDC 9.226 Accompanying Statements. The Tentative Plan shall be accompanied by written statements from the applicant giving essential information regarding the following matters:

- (a) Identify the adequacy and source of water supply including:*
(1) Certification that water will be available to the lot line of each and every lot depicted on The Tentative Plan for a subdivision, or.

(2) A bond, contract or other assurance by the applicant that a public water supply system will be installed by or on behalf of the applicant to each and every lot depicted on the Tentative Plan.

FINDING: The proposed subdivision is adjacent to an existing residential development. City services are available to each of the proposed lots. A bond, contract or other assurance will be required on behalf of the developer. Bonds on public infrastructure will be further discussed later in this staff report under Section 9.805, Improvement Agreements.

(b) Identify the proposed method of sewage disposal including:

(1) Certification that a sewage disposal system will be available to the lot line of each and every lot depicted on the Tentative Plan for a subdivision, or.

(2) A bond, contract or other assurance by the applicant that a public water supply system will be installed by or on behalf of the applicant to each and every lot depicted on the Tentative Plan.

FINDING: See staff's discussion above in response to LDC 9.226(a).

(c) Protective covenants, conditions and deed restrictions (CC&R's) to be recorded, if any.

FINDING: Any CC & Rs, will be identified and recorded at the time of final plat filing.

(d) Identify all proposed public dedications including streets, pedestrian or bike ways, parks or open space areas.

(e) Identify all public improvements proposed to be installed, the approximate time installation is anticipated and the proposed method of financing. Identify required improvements that are proposed to not be provided and the reason why they are not considered necessary for the proposed land division.

FINDING: The proposed subdivision will require widening of the portion of Wetleau Drive that abuts the subject property, the construction of sidewalk, curb and gutter on the north side of Wetleau Drive and the creation of a new street called Jazzie Loop. The new street will contain sidewalk, curb and gutter on both sides. The necessary water, sewer and storm drain lines are existing in Wetleau Drive and will be extended to serve each lot. The applicant shall be responsible for the construction costs associated with all public improvements necessary for the subdivision. Once the existing section of Wetleau Drive is improved to a full right-of-way of 60-feet, including widened travel lanes, it will be officially dedicated to the City as right-of-way on the final plat.

(f) A statement that the declarations required by ORS 92.075 on the final plat can be achieved by the fee owner, vendor and/or the mortgage or trust deed holder of the property.

FINDING: Prior to issuance of building permits, the property owner shall submit the final plat in accordance with ORS 92.075. A final plat will be prepared with a licensed surveyor in the state of Oregon and in conformance with ORS 92 requirements.

The applicant has submitted the necessary information, as seen on the tentative map and associated Sheets and in the written narrative, for staff to determine the necessary criteria contained in LDC 9.226 are met, or can be met conditionally, where applicable. Criterion met.

LDC 9.227 Supplemental Information. Any of the following may be required by the City, in writing to the applicant, to supplement the Tentative Plan.

(d) If lot areas are to be graded, a plan showing the nature of cuts and fill and information on the character of the soil.

FINDING: The applicant has submitted a preliminary grading plan for review. The preliminary grading plan has been reviewed by the City Engineer. The preliminary grading plan shows 1-foot contour intervals and areas of the subdivision that contain slopes of 15 percent or greater. The City Engineer commented on the preliminary grading plan that stormwater drainage behind the western lots (1-4) naturally drain to the southwest, so stormwater would drain off the subdivision itself. In general, the City's existing stormwater system has capacity to handle the increased stormwater runoff generated from the subdivision, but attention should be paid to increased runoff along the western boundary. To achieve this, a final, more detailed grading plan will be required. The applicant's civil engineer is aware of the City Engineer's comments and has a plan to address them during the construction level drawing part of the project. The applicant's civil engineer indicated a trench drain can be added and connect into existing storm drain.

Another comment about the preliminary grading plan was about the bottom of the new loop (Jazzie Loop), where it connects to Wetleau Drive. The City will require a relatively flat spot at the bottom where cars will stop (a landing pad). The applicant's civil engineer is aware of this and has a plan to address it. The applicant's civil engineer has profiled the new street and will have a centerline vertical curve (L=20') into a 6 percent grading – a landing pad of 20', at the bottom on the west intersection.

The preliminary grading plan is acceptable for tentative subdivision plat approval, but a final grading plan shall be required of the applicant, prior to the commencement of earth-moving activities. This will be a condition of approval.

Condition of Approval #1: Prior to the commencement of earth-moving activities associated with construction of the subdivision, a final grading plan shall be submitted for review and approval by the City Administrator, or their designee. The grading plan shall conform to the grading standards are listed in Section 9.527 GRADING and Lowell Ordinance 227, Section 2, Excavation and Grading Building Code.

FINDING: Staff find the preliminary grading plans submitted are acceptable for tentative approval, but a final grading plan will need to be submitted in accordance with the Lowell grading standards as contained in Section 9.527 of the LDC, reviewed and approved, by the City Engineer, prior to any earth-moving activities. Staff find this criterion conditionally met.

(e) Specifications and details of all proposed improvements.

FINDING: The applicant has shown all proposed improvements on the tentative map and the

associated Sheets, as prepared by the applicant's civil engineer.

(f) Wetland delineation if identified as an existing condition in Section 9.224(f).

FINDING: The subject property does not contain any jurisdictional wetlands of the state. Staff have sent the application materials to DSL for preliminary review. DSL has responded that no state fill or removal permit is necessary for the subdivision. See **Attachment D** for DSL's response.

LDC 9.228 Decision Criteria. A Partition Tentative Plan may be approved by the Planning Commission and a Subdivision Tentative Plan may be approved by the City Council. Approval shall be based upon compliance with the submittal requirements specified above and the following findings.

(a) That the proposed land division complies with applicable provision of City Codes and Ordinances, including zoning district standards.

FINDING: The underlying zoning designation of the subject property is R-1. In the R-1 zone, the minimum lot size is 7,000 square feet. As seen on the Tentative Plat, all proposed lots meet the minimum lot size. All proposed lots also meet the minimum lot width and depth standards of the R-1 zone.

As discussed in this staff report and these recommended findings, including staff's recommended conditions of approval, the proposed 16-lot subdivision meets the applicable provisions of City Codes and Ordinances, including the zoning district standards.

(b) Where the property division results in any lots or parcels that are larger than 2 and one-half times the minimum lot size, the applicant shall provide a sketch plan showing how the parcels may be re-divided in the future to provide for at least 80% of maximum density within current minimum lot sizes, existing site constraints and requirements of this Code.

FINDING: There are no lots involved in the subdivision that are 2.5 times the minimum lot size. Staff find this criterion does not apply.

(c) The applicant has demonstrated that the proposed land division does not preclude development on properties in the vicinity to at least 80% of maximum density possible within current minimum lot sizes, existing site conditions and the requirements of this Code.

FINDING: The proposed subdivision will not preclude development on properties in the vicinity to at least 80% of maximum density possible within current minimum lot sizes, existing site conditions and the requirements of this Code. The subject property will be completely built-out as part of the proposal. There is no more adjacent land to be subdivided by the developer. The proposed subdivision is infilling a vacant residential piece of property that is surrounded by adjacent existing residential development.

(d) The proposed street plan:

(1) Is in conformance with City standards and with the Master Road Plan or other transportation planning document.

FINDING: The applicant is proposing to widen Wetleau Drive to two 14-foot travel lanes (a total width of 28-feet), sidewalk, curb and gutter along the north end of Wetleau, and a full dedication of 60-foot of right-of-way. The 60-foot right-of-way dedication will match the existing road width on the portion of Wetleau Drive that is above the subject property. The Lowell Master Road Plan does not indicate any future road projects in the area of the subject property. The proposed subdivision utilizes the existing Wetleau Drive for access and will also include a newly constructed road (Jazzie Loop) to serve internal lots of the subdivision. Following the widening and improvement of the portion of Wetleau Drive that abuts the subject property, the developer will dedicate the full 60-foot-wide right-of-way to the City. Per the applicant’s surveyor, the portion of Wetleau Drive abutting the property is currently an easement – not dedicated right-of-way.

(2) Provides for adequate and safe traffic and pedestrian circulation both internally and in relation to the existing City street system.

FINDING: The proposed street plan will provide for adequate and safe traffic and pedestrian circulation both internally and in relation to the existing City street system. Wetleau Drive will be expanded to 60-foot of right-of-way and Jazzie Loop will contain 50-feet of right-of-way with two 14-foot travel lanes. The Fire Chief has indicated that one proposed fire hydrant is sufficient because there is less than 500’ around the circular Jazzie Loop roadway. The proposed fire hydrant will need to meet minimum water flow standards. This will be included as an informational item.

(3) Will not preclude the orderly extension of streets and utilities on undeveloped and underdeveloped portions of the subject property or on surrounding properties.

FINDING: The proposed subdivision will not preclude the orderly extension of streets and utilities on undeveloped and underdeveloped portions of the subject property or on surrounding properties. The subject property will be fully built-out in one phase. There will be no remaining undeveloped portions of the subject property. The area surrounding the subject property is already fully developed with residential uses. The proposed subdivision is in-filling a development on vacant residential portion of land in Lowell.

- (e) Adequate public facilities and services are available to the site, or if public services and facilities are not presently available, the applicant has demonstrated that the services and facilities will be available prior to need, by providing at least one of the following:*
- (1) Prior written commitment of public funds by the appropriate public agency.*
 - (2) Prior acceptance of public funds by the appropriate public agency of a written commitment by the applicant or other party to provide private services and facilities.*
 - (3) A written commitment by the applicant or other party to provide for offsetting all added public costs or early commitment of public funds made necessary by development, submitted on a form acceptable to the City.*

FINDING: No public funds are requested for the required public facilities required for lots associated with the subdivision. Adequate public city services are available to all lots associated with

the proposed subdivision. The applicant, at their own expense, will construct the public facilities in order to provide the city services to all lots seen on the tentative map. The required public improvements will be bonded and written into an improvement agreement that is signed and executed between the developer and City. Criterion met.

(f) That proposed public utilities can be extended to accommodate future growth beyond the proposed land division.

FINDING: All utilities required to serve the proposed lots will be installed at the expense of the applicant. Adequate public facilities are proposed to be constructed in order to deliver city services to all lots at the applicant's expense. See the applicant's preliminary utility plan.

(g) Stormwater runoff from the proposed land division will not create significant and unreasonable negative impacts on natural drainage courses either on-site or downstream, including, but not limited to, erosion, scouring, turbidity, or transport of sediment due to increased peak flows and velocity.

FINDING: Drainage will largely be handled by the existing City stormwater drainage infrastructure. The City's existing stormwater system located south of First Street has the ability to accommodate full build-out of the proposed subdivision. The applicant will be responsible for stormwater drainage improvements required to connect to the City's stormwater system. The City Engineer expressed some concern about stormwater drainage on the western side (lots 1-4). These lots naturally drain to the southwest, so would drain off the subdivision. To address this, the applicant may need to provide a more detailed grading plan, as part of the construction level drawing phase of the subdivision. The applicant's civil engineer is aware of the issue and has indicated a trench drain can be installed to connect to the City's existing storm drain system. No retention ponds or swales are proposed nor necessary for the land division. A final grading plan, with stormwater drainage details, will be required prior to the commencement of construction activities as a condition of approval. Criterion met.

(h) The proposed land division does not pose a significant and unreasonable risk to public health and safety, including but not limited to fire, slope failure, flood hazard, impaired emergency response or other impacts identified in Section 9.204(u).

FINDING: The proposed subdivision is not expected to pose a significant and unreasonable risk to public health and safety. Proposed lots 9,10,12,14,15, and 16 contain areas of slopes of 15 percent or greater. The City's Hillside Development Standards will apply to development on those lots. The subject property is located outside of the regulated flood plain. The Lowell Rural Fire Protection Fire Chief has commented that the one proposed fire hydrant is sufficient but must be able to meet minimum flows. The need for the fire hydrant to meet minimum flows will be added as an informational item.

LDC 9.518 Sidewalks. Public sidewalk improvements are required for all land divisions and property development in the City of Lowell. Sidewalks may be deferred by the City where future road or utility improvements will occur and on property in the rural fringe of the City where urban construction standards have not yet occurred. The property owner is obligated to provide sidewalk when requested by the City or is obligated to pay their fair

share if sidewalks are installed by the City at a later date. An irrevocable Waiver of Remonstrance shall be recorded with the property to guarantee compliance with this requirement.

FINDING: As per LDC all land divisions in Lowell require public sidewalk improvements to be installed. As such, the applicant will be required to install public sidewalks, including curb and gutter, in accordance with Section 9.518 and the Lowell Standards Documents for engineering and construction. The southern portion of Wetleau Drive already contains sidewalks. New sidewalks will be put in on the northern portion of Wetleau Drive and on both sides of the new Jazzie Loop.

Condition of Approval #2: Prior to the commencement of construction of sidewalks, the applicant shall submit for review and approval by the City Administrator or their designee detailed construction plans for sidewalks. Sidewalks shall be installed by the applicant as part of subdivision development. Plans are subject to comment and revision.

LDC 9.516 Access.

(a) Every property shall abut a street other than an alley for a minimum width of 16 feet, of which 12 foot must be paved, except where the City has approved an access to multiple lots sharing the same access in which case the total width must be at least 16 feet. No more than two properties may utilize the same access unless more are approved with the tentative plan.

(b) The following access alternatives to Panhandle properties may be approved by the City:

(1) Approval of a single access road easement to serve proposed parcels. The City may require a provision for conversion to a dedicated public road right-of-way at some future date, in which case the easement shall have the same width as a required right-of-way.

(2) Approval of a road right-of-way without providing the road improvements until the lots are developed. This places the burden for road improvements on the City although the City can assess all of the benefiting properties when improvements are provided in the future. As a condition of approval, the City may require an irrevocable Waiver of Remonstrance to be recorded with the property.

(3) Approval of a private road. This approach should only be used for isolated short streets serving a limited number of sites and where future City street alignments will not be needed.

FINDING: All lots have legal access onto a right of way. Lots 4, 5, and 9 will have a panhandle portion of the lot abutting the right-of-way. Each of lots the panhandle portion exceeds a width of 16-feet. No panhandle is proposed to serve more than one lot. Criterion met.

LDC 9.517 Streets.

(a) Urban public street improvements including curbs, gutters and storm drainage are required for all land divisions and property development in the City of Lowell. Urban street improvements may be deferred by the City if there is not existing sidewalk or storm drain system to which connection can be made, conditional upon the responsible party agreeing to an irrevocable waiver of remonstrance to a future assessment at the time of construction of a sidewalk which is otherwise required to be constructed.

FINDING: The applicant will be responsible for all costs and installation of all required urban public street improvements consistent with the standards of the City of Lowell. Wetleau Drive will be widened to a total right-of-way width of 60-feet, and a widened pavement surface to 28-feet with two 14-foot vehicular travel lanes. Streets proposed for the subdivision shall conform to the Lowell Public Works details and are subject to review and approval by the City Engineer. All newly constructed streets and the improved portion of Wetleau Drive shall be inspected before acceptance by the City. Final construction-level plans for street improvements shall be submitted for review and approval by the City Administrator, or their designee, prior to the commencement of construction activities. This will be a condition of approval.

Condition of Approval #3: Prior to the commencement of construction activities, the applicant shall submit for review and approval by the City Administrator or their designee, detailed construction plans for street improvements. Plans are subject to comment and revision.

(b) The location and grade of streets shall be considered in their relation to existing and planned streets, topographical conditions, public convenience and safety, and to the proposed use of land to be served by the streets. The street system shall assure an adequate traffic circulation system with intersection angles, grades, tangents and curves appropriate for the traffic to be carried considering the terrain. The arrangement of streets shall either:

(1) Provide for the continuation or appropriate extension of existing principal streets in the surrounding area; or

(2) Conform to a plan for the neighborhood approved or adopted by the City to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impractical.

FINDING: Applicant has shown on the tentative map and on the associated Sheets that urban public street improvements including curbs, gutters and storm drainage can be constructed to City of Lowell standards. Applicant shall submit final street improvement plans to the City Engineer, for review and approval, before street construction commences. Prior to final plat approval and acceptance by the City, the urban public street improvements shall be inspected by the City of Lowell for compliance.

(c) Minimum right-of-way and roadway widths. Right-of-way widths and the paved width of streets and sidewalks shall be as prescribed in the City's most current Standards for Public Improvements. Right-of-way widths may be reduced to that needed only for construction of streets and sidewalks if a minimum of a five-foot utility easement is dedicated on both sides of the right-of-way.

FINDING: Applicant has shown on the tentative map and on the associated Sheets that urban public street improvements including curbs, gutters and storm drainage can be constructed to City of Lowell standards. A reduction in right-of-way widths is not proposed nor necessary. Criterion met.

(d) Where conditions, particularly topography or the size and shape of the tract make strict adherence to the standards difficult, narrower developed streets may be approved by elimination of parking on one or both sides of the street and/or elimination of sidewalks on one side of the street.

FINDING: Narrower streets are not proposed nor are the elimination of sidewalks on one side of the street. Criterion met.

(e) Where topographical conditions necessitate cuts or fills for proper grading of streets, additional rights-of-way or slope easements may be required.

FINDING: Proposed lots 9,10,12,14,15, and 16 contain areas of slopes of 15 percent or greater. The City's Hillside Development Standards will apply to development on those lots. It is unknown at this time if slope easements will be required. If slope easements are determined to be necessary as more refined construction plans are produced and reviewed, such slope easement shall be recorded on the final plat in accordance with ORS 92. This will be an informational item. Criterion met.

(f) Reserve Strips: A reserve strip is a 1-foot strip of land at the end of a right-of-way extending the full width of the right-of-way used to control access to the street. Reserve strips will not be approved unless necessary for the protection of the public welfare or of substantial property rights. The control of the land comprising such strips shall be placed within the jurisdiction of the City by deed under conditions approved by the City. In addition, a barricade shall be constructed at the end of the street by the land divider which shall not be removed until authorized by the City. The cost shall be included in the street construction costs by the land divider.

FINDING: Reserve strips are not required nor necessary for the proposed subdivision. Criterion not applicable.

(g) Alignment: As far as is practicable, streets shall be in alignment with existing streets by continuations of the center lines thereof. Staggered street alignment resulting in "T" intersections shall, wherever practical, leave a minimum distance of 260 feet between the center lines of streets having approximately the same direction.

FINDING: There are no existing streets that stub to the site therefore the street continuation does not apply. Both "T" intersections are on the same side of the street and not an alignment of one street, so this is not a staggered street alignment, so therefore this does not apply.

(h) Future Extensions of Streets: Where necessary to give access to or permit a satisfactory future division of adjoining land, streets shall be extended to the boundary of the subdivisions or partition and the resulting dead-end streets may be approved with a turn-around instead of a cul-de-sac. Reserve strips and street plugs may be required to preserve the objectives of street extensions.

FINDING: The Lowell Master Road Plan/Map does not show any future extensions of streets in

the vicinity of the proposed subdivision. The subdivision will abut the existing Wetleau Drive (which will be improved) and will have a new street constructed off Wetleau Drive that serves the internal lots of the subdivision. There is no additional adjacent land to which needs access preserved. Criterion not applicable. Reserve strips or street plugs are not required or necessary. Criterion not applicable.

(i) Intersection Angles: Streets shall be laid out to intersect at angles as near to right angles as practical except where topography require a lesser angle, but in no case shall the acute angle be less than 60 degrees unless there is a special intersection design.

FINDING: The easterly intersection is about 89 degrees, and the west centerline intersection is radial to the centerline of Wetleau Dr at 90 degrees. Criterion met.

(j) Existing Streets: Whenever existing streets adjacent to or within a tract are of inadequate width, additional right-of-way shall be provided at the time of approval of the land division or land use approval.

FINDING: The portion of Wetleau Drive abutting the proposed subdivision is an approximately 50-foot-wide easement – not official dedicated right-of-way. This portion of Wetleau Drive is narrower than other sections of Wetleau Drive and will be widened to a full 60-foot-wide right-of-way, with the pavement being widened to 28-feet, with two 14-foot travel lanes for vehicles. The full 60-foot-wide dedication of this portion of Wetleau Drive will be included on the final plat for dedication and acceptance by the City as formal City right-of-way. Criterion met.

(k) Half Street: Half streets, while generally not acceptable, may be approved where essential to the reasonable development of the subdivision or partition when in conformity with the other requirements of these regulations and when the Planning Commission finds it will be practical to require the dedication of the other half when the adjoining property is divided. Whenever a half street is adjacent to a tract to be divided, the other half of the street shall be provided within such tract. Reserve strips and street plugs may be required to preserve the objectives of half streets.

FINDING: Half streets are not proposed. This criterion is not applicable.

(l) Cul-de-sacs: A cul-de-sac should have a maximum length of 500 feet but may be longer where unusual circumstances exist. A cul-de-sac shall terminate with a circular or hammerhead turn-around.

FINDING: Cul-de-sacs are not proposed. This criterion is not applicable.

(m) Street Name Signs: Street name signs shall be installed at all street intersections to City standards.

FINDING: The applicant will be required to install street signs in accordance with LDC. Street name signs shall be included on the final plat. This will be a condition of approval.

The applicant shall submit evidence, prior to final plat approval, street name signs are installed in

accordance with LDC. This will be a condition of approval. Criterion met with the following Condition of Approval.

Condition of Approval #4: Prior to final plat approval, applicant shall submit evidence to the City Administrator or his or her designee, that the proposal complies with the street name signs standards as listed in the LDC.

(n) Street Lights: Street lights shall be installed to City standards and shall be served from an underground utility.

FINDING: Street lights will be installed at the expense of the applicant and shall be served from an underground utility, consistent with LDC. This will be a condition of approval

The applicant shall submit evidence, prior to final plat approval, demonstrating the proposed streetlights are in compliance with LDC standards. Criterion met with the following Condition of Approval.

Condition of Approval #5: Street light installation by the applicant is required for the subdivision. Prior to final plat approval, applicant shall submit evidence to the City Administrator of his or her designee, that the proposal complies with streetlights standards as listed in the LDC.

(o) Traffic Signs/Signals: Where a proposed intersection will result in the need for street signals to serve the increased traffic generated by the proposed development, they shall be provided by the developer or land divider and the costs shall be borne by the developer or land divider unless an equitable means of cost distribution is approved by the City.

FINDING: A street signal is not necessary for the proposed subdivision. Criterion not applicable.

(p) Private Streets: Private streets are permitted within Planned Developments, Manufactured Home Parks, singularly owned developments of sufficient size to warrant interior circulation on private streets or on small developments where integration into the public road system is impractical. Design standards shall be the same as those required for public streets unless approved otherwise by the City. The City shall require verification of legal requirements for the continued maintenance of private streets.

FINDING: Private streets are not part of the proposal. Criterion not applicable.

(q) Mailboxes: Provisions for mailboxes shall be provided in all residential developments where mail service is provided. Mailbox structures shall be placed as recommended by the Post Office having jurisdiction and shall be noted on the plan.

FINDING: Mailboxes shall be provided in all residential developments. Mailbox structures shall be placed as recommended by the Post Office having jurisdiction and shall be noted on the plan. This will be an informational item.

(r) Clear Vision Areas: In all districts a clear vision area shall be maintained at the

corners of all property located at the intersection of two streets or a street-alley. A clear vision area shall also be maintained at all driveways intersecting a street. See Figure 9.5-2 All properties shall maintain a clear triangular area at street intersections, alley- street intersections and driveway-street intersections for safety vision purposes. The two sides of the triangular area shall be 15 feet in length along the edge of roadway at all street intersections and 10 feet in length at all alley-street intersections and driveway-street intersections. Where streets intersect at less than 30 degrees, the triangular sides shall be increased to 25 feet in length. The third side of the triangle shall be a line connecting the two exterior sides.

A clear vision area shall contain no plantings, fences, walls, structures, or temporary or permanent obstruction exceeding 3 feet in height, measured from the top of the curb, or, where no curb exists, from the established street center line grade. Trees exceeding this height may be located in this area, provided all branches or foliage are removed to a height of 8 feet above grade.

FINDING: The proposed subdivision plat layout and street intersections can comply with the Clear Vision Area standards. A clear vision area shall contain no plantings, fences, walls, structures, or temporary or permanent obstruction exceeding 3 feet in height, measured from the top of the curb, or where no curb exists, from the established street center line grade. Trees exceeding this height may be located in this area, provided all branches or foliage are removed to a height of 8 feet above grade. This will be an informational item.

LDC 9.519 Bikeways. Bikeways are required along Arterial and Major Collector streets. Currently the only Bikeway requirements are those required by the County as a part of the County owned Major Collector streets within the City. Future requirements for Bikeways may be addressed at such time that a Transportation System Plan (TTSP) is completed for the City., but until specific Bikeway requirements are adopted, travel lanes of all streets that do not require Bikeways are approved for joint use with bicycles.

FINDING: Wetleau Drive is a not Arterial or Major Collector, as such this criterion does not apply.

LDC 9.520 Storm Drainage. Until completion of a Storm Drainage Master Plan for the City of Lowell, Section IV, of the Standards for Public Improvements and the following shall apply. In the event of a conflict, the following takes precedence.

(a) General Provisions. It is the obligation of the property owner to provide proper drainage and protect all runoff and drainage ways from disruption or contamination. On-site and off-site drainage improvements may be required. Property owners shall provide proper drainage and shall not direct drainage across another property except as a part of an approved drainage plan. Paving, roof drains and catch basin outflows may require detention ponds or cells and discharge permits. Maintaining proper drainage is a continuing obligation of the property owner. The City will approve a development request only where adequate provisions for storm and flood water run-off have been made as determined by the City. The storm water drainage system must be separate and independent of any sanitary sewerage system. Inlets should be provided so surface water is

not carried across any intersection or allowed to flood any street. Surface water drainage patterns and proposed storm drainage must be shown on every development plan submitted for approval. All proposed drainage systems must be approved by the City as part of the review and approval process.

FINDING: Drainage will largely be handled by the existing City stormwater drainage infrastructure. The City's existing stormwater system located south of First Street has the ability to accommodate full build-out of the proposed subdivision. The applicant will be responsible for stormwater drainage improvements required to connect to the City's stormwater system. The City Engineer expressed some concern about stormwater drainage on the western side (lots 1-4). These lots naturally drain to the southwest, so would drain off the subdivision. To address this, the applicant may need to provide a more detailed grading plan, as part of the construction level drawing phase of the subdivision. The applicant's civil engineer is aware of the issue and has indicated a trench drain can be installed to connect to the City's existing storm drain system. No retention ponds or swales are proposed nor necessary for the land division. A final grading plan, with stormwater drainage details, will be required prior to the commencement of construction activities as a condition of approval. Criterion met.

Condition of Approval #6: Prior to the commencement of construction activities, the applicant shall submit a final grading plan, with stormwater drainage details, addressing the City Engineer's concerns around stormwater drainage for Lot 1-4. Plan is subject to comment and revision.

(b) Urban level inlets, catch basins, and drainage pipe improvements are required for all land divisions and property development in the City of Lowell. Urban storm drainage systems may be deferred by the City in lieu of a rural system of culverts and open drainageways.

FINDING: If urban level inlets, catch basins, and drainage pipe improvements are required to adequately handle stormwater drainage, those improvements shall be put in place at the developer's expense. The applicant has shown the site has adequate drainage and will utilize the City's existing stormwater drainage system to tie into. Criterion met.

(c) Natural Drainageways. Open natural drainageways of sufficient width and capacity to provide for flow and maintenance are permitted and encouraged. For the purposes of this Section, an open natural drainageway is defined as a natural path which has the specific function of transmitting natural stream water or storm water run-off from a point of higher elevation to a point of lower elevation. Significant natural drainageways shall be protected as a linear open space feature wherever possible and shall be protected from pollutants and sediments. A 15-foot setback is required from the centerline of any significant drainageway.

FINDING: No natural drainageways have been identified as being necessary or required. Criterion not applicable.

(d) Easements. Where a land division is traversed by a water course, drainageway, channel or stream, there shall be provided a public storm water easement or drainage right-of-way conforming substantially with the lines of such water course and such further width as the

City determines will be adequate for conveyance and maintenance. Improvements to existing drainageways may be required of the property owner. The property owner is also responsible for the continuing maintenance and protection of natural drainageways.

FINDING: Easements will be required on lots in which water drains onto or across. Any easements shall be shown and recorded on the final plat. This will be an informational item.

(e) Accommodation of Upstream Drainage. A culvert or other drainage facility shall be large enough to accommodate potential run-off from its entire upstream drainage area, whether inside or outside of the development. The City must review and approve the necessary size of the facility, based on sound engineering principles and assuming conditions of maximum potential watershed development permitted by the Comprehensive Plan.

(f) Effect on Downstream Drainage. Where it is anticipated by the City that the additional run-off resulting from the development will overload an existing drainage facility, the City may deny approval of the development unless mitigation measures have been approved.

(g) Drainage Management Practices. Developments within the City must employ drainage management practices approved by the City. The City may limit the amount and rate of surface water run-off into receiving streams or drainage facilities by requiring the use of one or more of the following practices:

(1) Temporary ponding or detention of water to control rapid runoff.

(2) Permanent storage basins.

(3) Minimization of impervious surfaces.

(4) Emphasis on natural drainageways.

(5) Prevention of water flowing from the development in an uncontrolled fashion.

(6) Stabilization of natural drainageways as necessary below drainage and culvert discharge points for a distance sufficient to convey the discharge without channel erosion.

(7) Runoff from impervious surfaces must be collected and transported to a natural drainage facility with sufficient capacity to accept the discharge; and

(8) Other practices and facilities designed to transport storm water and improve water quality.

FINDING: The applicant's preliminary storm drainage plan has been submitted and reviewed by the City Engineer and adequately addresses storm drainage as part of the tentative map approval process. There may be minor revisions or added details to the grading plan to further detail storm drainage for lots 1-4. These lots naturally drain to the southwest, so would drain off the subdivision.

(h) NPDES Permit Required. A National Pollutant Discharge Elimination System (NPDES) permit must be obtained from the Department of Environmental Quality (DEQ) for construction activities (including clearing, grading, and excavation) that disturb one or more acres of land.

FINDING: A NPDES Permit will be required before earth-moving work is performed as the subject site is largely going to be disturbed for the construction of public infrastructure and preparation of home sites. This will be a condition of approval, prior to any earth-moving work is performed.

Condition of Approval #7: Prior to the commencement of any site preparation, clearing, grading, or fill, the applicant shall obtain an approved NPDES Permit. Applicant shall submit evidence of an approved NPDES Permit to the City Administrator, or his or her designee, prior to any site preparation, grading, or fill.

LDC 9.521 Water.

(a) All new development must connect to the public water system unless specifically approved otherwise as a part of a development approval for parcels exceeding 5 acres in size after division for which the public water system is located further than 300 feet from any property line. All water line extensions, required fire hydrants, and related appurtenances shall be installed and paid for by the developer unless the City has approved otherwise as a part of the tentative plan decision process.

FINDING: The applicant is proposing city water connection to all lots being proposed. The City has the ability to serve each lot with city water service. All water line extensions required for fire hydrants and related appurtenances will be installed and paid for by the developer.

(b) All public water system improvements shall comply with Section II of the City's Standard for Public Improvements, dated September 1994. The City may modify those requirements upon a recommendation by the City Engineer in the event of special circumstances.

FINDING: The public water system improvements will be installed in accordance with the City's Standard for Public Improvements. All public improvement plans, including improvement for water, will be reviewed by the City Engineer before any construction commences.

(c) Water Line Extensions. Water distribution lines must be extended along the full length of the property's frontage along the right-of-way or to a point identified by the City Administrator as necessary to accommodate likely system expansion. Water line extensions may be required through the interior of properties, within dedicated public utility easements, when necessary to provide for service to other properties or to provide system looping for fire flows. All public water system line extensions shall have a minimum 6-inch diameter unless a smaller size is recommended by the City Engineer and approved by the City. The City Engineer may also require a larger size if needed to extend transmission capacity or for fire hydrant flow where looping is not available.

FINDING: Water distribution lines must be extended along the full length of the property's frontage along the right-of-way. All public water system line extensions shall have a minimum 6-inch diameter unless a smaller size is recommended by the City Engineer and approved by the City. The City Engineer may also require a larger size if needed to extend transmission capacity or for fire hydrant flow where looping is not available.

Condition of Approval #8: Water distribution lines must be extended along the full length of the property's frontage along the right-of-way.

(d) Water Plan Approval. All proposed plans for extension and installation of the public water system must be approved by the City as part of the tentative plan review and approval process.

FINDING: The applicant's civil engineer has submitted a tentative utility plan for review by the City Engineer. The utility plan has been preliminary reviewed by the City Engineer. No concerns were noted, but a final, more detailed utility plan will be required prior to the commencement of construction activities. It is feasible for the applicant to meet the water requirements of the City. This will be a condition of approval.

Condition of Approval #9: All proposed plans for extension and installation of the public water system must be approved by the City.

(e) Restriction of Development. The Planning Commission or City Council may limit or deny development approvals where a deficiency exists in the water system or portion thereof which will not be corrected as a part of the proposed development improvements.

FINDING: No restriction of development is necessary by the Planning Commission or City Council. The City's water system has the capacity and ability to serve all proposed lots.

LDC 9.522 Sewer.

(a) All new development must extend and connect to the public sewer system unless specifically approved otherwise as a part of a development approval for parcels exceeding 5 acres in size after division for which the public sewer system is located further than 300 feet from any property line. All sewer line extensions, manholes, required lift stations and related appurtenances shall be installed and paid for by the developer unless the City has approved otherwise as a part of the tentative plan decision process.

FINDING: The applicant is proposing city sewer connection to all lots being proposed. The City has the ability to serve each lot with city sewer service. All sewer line extensions, manholes, required lift stations and related appurtenances shall be installed and paid for by the developer

(b) All public sewer system improvements shall comply with Section III of the City's Standards for Public Improvements, dated September 1994. The City may modify those requirements upon a recommendation by the City Engineer in the event of special circumstances.

FINDING: The public sewer system improvements will be installed in accordance with the City's

Standard for Public Improvements. All public improvement plans, including improvement for sewer, will be reviewed by the City Engineer before any construction commences.

(c) Sewer Line Extensions. Sewer collection lines must be extended along the full length of the property's frontage along the right-of-way or to a point identified by the City Administrator as necessary to accommodate likely system expansion.

(d) Sewer Plan Approval. All proposed sewer plans and systems must be approved by the City as part of the tentative plan review and approval process.

(e) restriction of Development. The City may limit or deny development approvals where a deficiency exists in the sewer system or portion thereof which will not be corrected as a part of the development improvements.

FINDING: Sewer collection lines must be extended along the full length of the property's frontage along the right-of-way. All proposed sewer plans and systems must be approved by the City as part of the tentative plan review and process. This will be a condition of approval.

Condition of Approval #10: Sewer collection lines must be extended along the full length of the property's frontage along the right-of-way. All proposed sewer plans and systems must be approved by the City.

LDC 9.523 Utilities.

(a) It is the policy of the City to place all utilities underground except as otherwise exempted below. Developers shall make all necessary arrangements with serving utility companies for installation of such utilities.

(b) Exceptions. The City may permit overhead utilities as a condition of approval where the Applicant can demonstrate one of the following conditions:

(1) Underground utility locations are not feasible.

(2) Temporary installations.

(3) Major transmission facilities located within rights-of-way or easement

(4) Surface mounted structures, substations or facilities requiring above ground locations by the serving utility.

FINDING: All utilities must be placed underground. The applicant's civil engineer has submitted a preliminary utility plan for review and approval. The utility plan has been preliminary approved by the City Engineer. The preliminary utility plan is sufficient for tentative subdivision approval. A final and more detailed utility plan will be required before the commencement of construction activities. The City Engineer will review the final utility plan before construction commences.

Condition of Approval #11: Prior to the commencement of construction activities, a final utility plan shall be submitted by the applicant for review by the City Administrator or their designee. Final plat is subject to comment and revision.

LDC 9.524 Easements.

(a) Easements granting limited use of property for any defined purpose may be approved for any lot or parcel.

(b) Access easements may be approved by the City as provided in Section 9.516. The Planning Commission or City Council may require wider access easements if special circumstances exist.

(c) Utility easements shall be provided for sewers, water mains and public or private utilities necessary to provide full service to all developments. Land dividers shall show on the Tentative Plan and on the final Plat all easements and shall provide all dedications, covenants, conditions or restrictions with the Supplemental Data submitted for review. Minimum interior utility easements shall be 10 feet wide centered on lot or parcel lines where feasible. A wider easement may be required if multiple utilities will be utilizing the same easement or if topography dictates otherwise. An exterior utility easement adjacent to the public right-of-way will be required if at least five feet of unimproved public right-of-way is not available.

(d) Water Courses. If a tract is traversed by a water course such as a drainage way, channel or stream, there shall be provided a storm water easement or drainage right-of-way containing the top of bank, vegetative fringe, and such further width as will be adequate for protection and maintenance purposes. Culverts or other drainage facilities shall be sized to accommodate storm and flood run-off from the entire upstream drainage area at full build out and shall be verified and approved by the City.

FINDING: Easements for any use shall be described and included on the final plat. Easements shall be properly recorded at Lane County Deeds and Records in accordance with ORS 92. Criterion addressed.

LDC 9.630 Hillside Development. The purpose of this Section is to provide standards governing development of hillside land within the City to alleviate harmful and damaging effects of on-site erosion, sedimentation, runoff, access issues and to regulate the effects of excavation and grading on hillsides.

LDC 9.631 Scope. This Section shall apply to all areas of the City where the slope of the land is 15 percent or greater. In all areas of the City, concurrent with application for a building permit, excavation or fill permit or land division, the applicant shall provide elevation data adequate to determine slope characteristics of the property or portions thereof being developed. If the City determines that the property does have areas of 15 percent slope or greater, then the proposed development shall, in addition to other applicable City ordinances, rules and regulations, also be reviewed for compliance with the requirements of Sections 9.630 through 9.635.

FINDING: The hillside developments standards of Section 9.632 will apply to lots 9,10,12,14,15, and 16 because these lots contain slopes of 15 percent or greater. Development activities on these lots shall adhere to the hillside development standards of Section 9.632 and the applicant is

responsible for submitting the required technical materials for site-specific development on these lots. The City may require a separate land use fee and application and review by the City Engineer for compliance with the hillside development standards. Development on lots 9, 10, 12, 14, 15 and 16 shall comply with the hillside developments standards. This will be a condition of approval.

LDC. 9.633 Submission Requirements for Land Divisions. When land division application is submitted in which all or a portion of the development contain slopes which are 15% or greater, the following additional reports and plans shall be submitted:

(a) Surveyor's Report. A scale drawing of the property prepared by a licensed surveyor, showing existing topography at two-foot contour intervals, watercourses both permanent and intermittent, and natural physical features such as rock outcroppings, springs and wetlands. Also show the location and dimensions of any existing buildings or structures on the property where the work is to be performed, the location of existing buildings or structures on land of adjacent owners that are within 100 feet of the property.

FINDING: The applicant's civil engineer submitted a map showing the one-foot intervals and identified lots containing slopes of 15 percent or greater. The map is sufficient for tentative staff review. If during the construction drawing phase of the project for lots that contain slopes of 15 percent or greater, a finer detailed Surveyor's Report may be required. This will be an informational item.

(b) Soils and Geology Report. This report shall be prepared by a suitably experienced and qualified licensed engineering geologist or geotechnical engineer, and shall include the following for each proposed lot and for public right-of-way areas proposed for development which have slopes greater than 15%:

(1) Data regarding the subsurface condition of the whole site such as the nature, depth and strength of existing soils, depth to bedrock, location of soft soils, hard stratum, potential slip planes, geological weak zones, clay seams or layers, unconsolidated deposits, and previous grading activities. The report shall also address existing water tables, springs, watercourses and drainage patterns, seismic considerations, and any offsite geologic features or conditions that could impact or be impacted by onsite development. Locations of exploratory boreholes shall take into consideration the terrain and geology of the site instead of following a general grid pattern.

(2) Conclusions and recommendations regarding the stability of underlying slopes and of proposed cuts and fills, any remedial or preventative actions that are required, any limitations upon the use of the site, grading procedures, requirements for vegetation preservation and revegetation, special coverings or treatments for areas that cannot be readily revegetated, erosion control methods, drainage systems, setbacks from slopes or other geologic features, foundation and building design, and backfills.

FINDING: The applicant has submitted a Geotech Report that the City Engineer will use when reviewing site specific construction plans. The subject property contains majority Hazelair Silty Clay Loam (92 percent). Per the Geotech, Hazelair soil is poorly suited for homesite development. Drainage will be needed for buildings and roads built on these soils. If buildings are constructed on

the soils, footing designs will need to be reviewed by a qualified engineer to prevent structural damage from shrink-swell soils, and will require drainage around footings and control of surface runoff to ensure longevity of the structures. Criterion met.

(c) Engineer's Plans. Detailed plans shall be prepared for all proposed public improvements by a suitably qualified licensed civil engineer. Detailed plans for private development on each parcel may also be provided and if provided, will be accepted as required building permit submittals. These plans shall be based upon the findings of the required soils and geology report, and shall include the following information:

(1) Infrastructure Plan. A scale drawing plan showing the location and approximate grade of all proposed streets, walkways and alleys, and the location of proposed easements, lots, common areas, parks, open space and other land proposed for dedication to the City. Also indicate the locations of utilities such as sewer and water lines.

(2) Grading Plan. A scale drawing grading plan of the property, showing existing and proposed finished grades at two-foot contour intervals, retaining walls or other slope stabilization measures, cuts and fills, and all other proposed changes to the natural grade. Include cross-sectional diagrams of typical cuts and fills, drawn to scale and indicating depth, extent and approximate volume, and indicating whether and to what extent there will be a net increase or loss of soil.

(3) Drainage Plan. Detailed plans and locations of all proposed surface and subsurface drainage devices, catch basins, area drains, dewatering provisions, drainage channels, dams, sediment basins, storage reservoirs, and other protective devices together with a map showing drainage areas, the complete drainage network, including outfall lines and natural drainageways which may be affected by the proposed development, and the estimated runoff of the area(s) served by the drains.

(4) Erosion Control Plan. Descriptions and/or drawings of proposed changes to soils and/or existing vegetation on the site; specific methods proposed to restore disturbed topsoil, minimize the identified potential erosion problems, and revegetate areas which will be stripped of existing vegetation; and a schedule showing when each stage of the project will be started and completed, including the total area of soil surface which is to be disturbed during each stage and the length of time soils will be left exposed.

(5) Affidavit. The authoring engineer shall include a statement that the plans are consistent with the soils and geology report required by this Section, and with the standards of Section 9.632.

FINDING: Engineer's Plans (1 through 5) will be required following tentative plat approval and shall be submitted for review and approval by the City Administrator or his or her designee, as part of the construction plan drawing process and before issue of building permits. Engineer's Plan submitted by the applicant to the City shall be in conformance with the standards and specifications as cited in LDC 9.633 (c) (1-5).

The proposal is consistent with these criteria with the condition of approval the applicant shall

submit Engineer's Plan 1 through 5. for review and approval by the City Administrator or his or her designee, prior to the issuance of building permits.

Condition of Approval #12: Because Hillside Development Standards apply, prior to the commencement of any site preparation, grading, or fill, on lots 9, 10, 12, 14, 15 and 16, the applicant shall submit specific construction plans for review and approval by the City Administrator, or his or her designee. Plans submitted shall be consistent with the Hillside Development Standards listed in LDC 9.632.

(d) One copy of each individual lot survey, geotechnical report and development engineering plans submitted and approved with the tentative plan shall be filed with the City at the time of submission of the final plat and one copy shall be provided to the purchaser of the individual lot.

FINDING: Consistent with subsection (d) of LDC 9.632, above, upon final plat submittal to the City, the applicant shall include one copy of each individual lot survey, and development engineering plans. One copy shall be provided to the purchasers of lots that contain 15 percent slopes or greater. The City is already in receipt of a copy of the geotechnical report. The proposal is consistent with this criterion with the condition of approval that:

Condition of Approval #13: Prior to final plat approval, the applicant shall submit final copies of each individual lot survey, and development engineering plans for the City's record keeping purposes.

Condition of Approval #14: Prior to the issuance of certificate of occupancy for the proposed residential lots 9, 10, 12, 14, 15 and 16, evidence shall be submitted to the City Administrator that at the time of purchase, each lot owner has been provided copies of the respective individual lot survey, geotechnical report, and development engineering plans. Proof may be in the form of a standard real estate affidavit that states the purchaser of the respective lot(s) has received the required information cited in LDC 9.632(d).

LDC 9.236 Dedication Requirements

(a) All lots or parcels of land shown on the final Plat intended for public use shall be offered for dedication to the City at the time the Plat is filed. Exception: Those lots or parcels, or common linear open spaces which are intended for the exclusive use of the owners, their licensees, visitors, tenants or employees; and also excepted are those parcels of land reserved for public acquisition.

(b) All streets, pedestrian ways, drainage channels, open spaces, easements and other rights- of-way shown on the final Plat intended for public use shall be offered for dedication for public use at the time the final Plat is filed.

(c) All rights of access to and from streets, lots and parcels of land shown on the final Plat intended to be surrendered shall be offered for dedication at the time the final Plat is filed.

(d) The land divider shall provide and designate one-foot reserve strips across the ends of stubbed streets adjoining undivided land or along half streets adjoining undivided land. The reserve strip shall be included in the dedication granting to the City the right to control access over the reserve strip to assure the continuation or completion of the street. This reserve strip shall overlay the dedicated street right-of-way.

FINDING: The proposal is consistent with these criteria with the condition of approval the applicant shall submit a final plat in consistent with the dedication requirements as indicated in LDC 9.236. Dedication requirements will be required as part of final plat approval, and prior to final plat approval. The portion of Wetleau Drive that abuts the subject property and that will be improved shall be fully dedicated as 60-foot right-of-way to the City.

Condition of Approval #15: Prior to final plat approval, dedication requirements as contained in LDC 9.236 (Dedication Requirements) shall be met by the applicant. The portion of Wetleau Drive that abuts the subject property and that will be improved shall be fully dedicated as 60-foot right-of-way to the City.

LDC 9.805 Improvement Agreement.

Before City final approval of a development, site plan or land division, the developer or land divider shall file with the City an agreement between developer or land divider and the City, specifying the period within which required improvements and repairs shall be completed and providing that, if the work is not completed within the period specified, the City may complete the work and recover the full cost and expense, together with court costs and attorney fees necessary to collect said amounts from the developer or land divider. The agreement shall also provide for reimbursement of the City's cost of inspection in accordance with Section 9.801 (f).

FINDING: Prior to final plat approval, the applicant and or developer shall enter into an agreement, with the City of Lowell, consistent with the specifications of LDC 9.805, Improvement Agreement. Criterion met as conditioned.

Condition of Approval #16: Prior to final plat approval, the applicant and/or developer shall enter into an Improvement Agreement, with the City of Lowell, consistent with the specification of LDC 9.805.

LDC 9.806 Security.

(a) The developer or land divider shall file with the agreement, to assure full and faithful performance thereof, one of the following:

(1) A surety or performance bond executed by a surety company authorized to transact business in the State of Oregon in a form approved by the City Attorney; or

(2) A personal bond co-signed by at least one additional person together with evidence of financial responsibility and resources of those signing the bond sufficient to provide reasonable assurance of ability to proceed in accordance with the agreement to the satisfaction of the City Council: or

(3) A cash or negotiable security deposit.

(b) Such assurance of full and faithful performance shall be for a sum approved by the City as sufficient to cover the cost of the improvements and repairs, including related engineering and incidental expenses, and to cover the cost of City inspections and other costs.

(c) Prior to acceptance of required public improvements, the developer or land divider shall file one of the above listed assurances with the City, in an amount equal to 20% of actual construction costs, as a warranty towards defects in materials and workmanship identified for a period of no less than one year after City acceptance of the public improvements. The City may agree to a longer warranty period in lieu of the above required assurances.

FINDING: Securities in the form of a surety or performance bond, or a personal bond co-signed by at least one additional person together with evidence of financial responsibility or a cash or negotiable security deposit shall be required of the applicant / developer to ensure public improvements are performing adequately for a period of not less than one year after city acceptance. This will be a condition of approval.

Securities in the form(s) listed above in LDC 9.806 shall be required to assure performance of public improvements installed by the applicant. Prior to final plat approval, the applicant shall provide the City Administrator evidence showing that the requirements as listed in LDC 9.806 are satisfied and an agreement has been reached between the applicant and the City. Criterion met as conditioned.

Condition of Approval #17: Prior to final plat approval, the applicant shall provide the City Administrator evidence showing that the requirements as listed in LDC 9.806 are satisfied and a security agreement has been reached between the applicant and the City.

LDC 9.807 Noncompliance Provisions.

(a) If the developer or land divider fails to carry out provisions of the agreement, the City shall provide written notice to the developer or land divider and the surety specifying the details of noncompliance. Unless the City allows more time for compliance because of circumstances beyond the developer or land divider's control, within 30 days after receiving the notice, the developer or land divider or the surety shall commence compliance and proceed diligently to comply with the agreement.

(b) If the developer or land divider or the surety does not begin compliance within the 30 days or the additional time allowed by the City, or compliance is not completed within the time specified in granting the land division approval, the City may take the following action:

(1) Notify the developer or land divider and the surety of the developer or land divider's failure to perform as required by this Code and the agreement.

(2) Demand payment from the developer or land divider or the developer or land divider's

surety for the unfulfilled obligation.

(3) Enter upon the site and carry out the obligation in accordance with the provisions of the approval and agreement.

(4) If the security for the obligation is a performance bond, notify the surety that reimbursement for City expenses for fulfillment of the obligation is due and payable to the City. If the security is a deposit of cash or other assets, appropriate as much of the deposit as is necessary to recoup City expenses.

(5) Void all approvals granted in reliance on the agreement.

(c) If the bond or other required security is not sufficient to compensate the City for expenses incurred to fulfill the obligation, the amount due to the City for the obligation is a lien in favor of the City upon the entire contiguous real property of the owner of the land subject to the obligation.

(d) The lien attaches upon the filing with the City Recorder of notice of the claim for the amount due for the fulfillment of the obligation. The notice shall demand the amount due, allege the insufficiency of the bond or other security to compensate the City fully for the expense of the fulfillment of the obligation, and allege the developer or land divider's failure to fulfill the required obligation.

(e) The lien may be foreclosed in the manner prescribed by law for foreclosing other liens on real property.

(f) The remedies set forth for non-compliance are cumulative. In addition to the remedies set forth above, non-compliance by the developer or his surety with any term of a performance guarantee shall entitle the City to pursue any civil remedy permitted by law.

FINDING: In the event the developer or land divider cannot fulfill its obligation, as provided for in LDC 9.807, the City has the authority to commence the securities provision of LDC 9.806 or enter upon the site and carry out the obligation in accordance with provision of the approval and agreement. In such events, the City will work closely with the City Attorney to initiate proceedings, if necessary. Criterion met as discussed.

LDC 9.231 Submission Requirements. Within 18 months after approval of the Tentative Plan, the land divider shall cause the land division to be surveyed and a Plat prepared and submitted to the City for approval. This time period may be extended for up to one year upon the approval of the Deciding Authority. The Plat shall be in conformance with the approved tentative Plan. All public improvements required by the tentative plan approval must be completed and accepted prior to the City's approval of the Plat, unless the applicant provides security to assure public improvements will be completed. If the land divider fails to submit the Plat for approval within 18 months or as extended, he must reapply for approval and resubmit the Tentative Plan with any revision necessary to comply with changed conditions.

FINDING: Within 18 months after approval of the Tentative Plan, the land divider shall cause the land division to be surveyed and a plat prepared and submitted to the City for approval. This time period may be extended for up to one (1) year upon the approval of the Deciding Authority, in the case of a subdivision, the Deciding Authority shall be City Council. All public improvements required by the tentative plan approval must be completed and accepted prior to the City’s approval of the final plat. If the land divider fails to submit the final plat for approval within 18 months or as extended, they must reapply for approval and resubmit the tentative plan with any revision necessary to comply with and changed conditions. The tentative plat approval will expire 18 months after final City tentative approval or as extended, by the Deciding Authority. Criterion met as discussed.

5. Consistency with applicable Comprehensive Plan policies.

Housing Need Policy (c) 4. The City shall insure that residential development is supported by the timely and efficient extension of public facilities and services.

FINDING: The proposed subdivision will not preclude the orderly extension of streets and utilities on undeveloped and underdeveloped portions of the subject property or on surrounding properties. The subject property will be fully built-out in one phase. The proposed subdivision is supported by the timely and efficient extension of public facilities and services. There will be no remaining undeveloped portions of the subject property. The area surrounding the subject property is already fully developed with residential uses. The proposed subdivision is in-filling a development on vacant residential portion of land in Lowell.

Housing Need Policy (c) 5. The City shall continue to support increased residential development while also encouraging businesses and commercial activities that support residential community needs.

FINDING: The City is continuing to support residential growth because the addition of a 16-lot single family residential home development has the ability to attract more people that wish to live and work in Lowell, thereby, spurring the chance for increased business and commercial activity. The proposal is consistent with Housing Need Policy (c) 5.

Development Constraints (c) (1) Topography and Slope.

FINDING: The Lowell Comprehensive Plan lists topography and slope as a development constraint. As such, Lowell adopted specific Hillside Development Standards that developers shall adhere to in the event development occurs on slopes of 15 percent or greater. As contained in this staff report and associated findings and conditions of approval. Hillside Development standards apply and will be enforced by the City. The proposal as conditioned is consistent with addressing the development constraints of topography and slope.

Development Constraints (c) (2) Soils & Geology/Landslide Hazards.

FINDING: The City has no comprehensive geological study related to the potential for landslide hazards as a result of additional development. As such the City is unable to quantify the extended of

landslide hazard development constraints. However, as included in the Hillside Development Standards of the LDC and the reports required for development in areas that quantify as hillside development, the City does require a Soils and Geology Report, which has been completed by the applicant.

6. City Council Options for a Decision

City Council can accept Planning Commission's recommendation for approval of the subdivision subject to the findings and conditions contained in the staff report; or

City Council can deny the subdivision subject to denial findings being drafted and brought back for adoption; or

City Council can keep the record open to accept additional materials from the applicant before making a final decision.

It is staff's recommendation that City Council accept Planning Commission's recommendation for approval of the subdivision, subject to the findings and conditions contained in the staff report.

City Council is not bound by Planning Commission's recommendation.

7. Conditions of Approval

Staff have included a running list of all condition approval applicable to this proposal:

Condition of Approval #1: Prior to the commencement of earth-moving activities associated with construction of the subdivision, a final grading plan shall be submitted for review and approval by the City Administrator, or their designee. The grading plan shall conform to the grading standards are listed in Section 9.527 GRADING and Lowell Ordinance 227, Section 2, Excavation and Grading Building Code.

Condition of Approval #2: Prior to the commencement of construction of sidewalks, the applicant shall submit for review and approval by the City Administrator or their designee detailed construction plans for sidewalks. Sidewalks shall be installed by the applicant as part of subdivision development. Plans are subject to comment and revision.

Condition of Approval #3: Prior to the commencement of construction activities, the applicant shall submit for review and approval by the City Administrator or their designee, detailed construction plans for street improvements. Plans are subject to comment and revision.

Condition of Approval #4: Prior to final plat approval, applicant shall submit evidence to the City Administrator or his or her designee, that the proposal complies with the street name signs standards as listed in the LDC.

Condition of Approval #5: Street light installation by the applicant is required for the subdivision. Prior to final plat approval, applicant shall submit evidence to the City Administrator of his or her designee, that the proposal complies with streetlights standards as listed in the LDC.

Condition of Approval #6: Prior to the commencement of construction activities, the applicant shall submit a final grading plan, with stormwater drainage details, addressing the City Engineer's concerns around stormwater drainage for Lot 1-4. Plan is subject to comment and revision.

Condition of Approval #7: Prior to the commencement of any site preparation, clearing, grading, or fill, the applicant shall obtain an approved NPDES Permit. Applicant shall submit evidence of an approved NPDES Permit to the City Administrator, or his or her designee, prior to any site preparation, grading, or fill.

Condition of Approval #8: Water distribution lines must be extended along the full length of the property's frontage along the right-of-way.

Condition of Approval #9: All proposed plans for extension and installation of the public water system must be approved by the City.

Condition of Approval #10: Sewer collection lines must be extended along the full length of the property's frontage along the right-of-way. All proposed sewer plans and systems must be approved by the City.

Condition of Approval #11: Prior to the commencement of construction activities, a final utility plan shall be submitted by the applicant for review by the City Administrator or their designee. Final plat is subject to comment and revision.

Condition of Approval #12: Because Hillside Development Standards apply, prior to the commencement of any site preparation, grading, or fill, on lots 9, 10, 12, 14, 15 and 16, the applicant shall submit specific construction plans for review and approval by the City Administrator, or his or her designee. Plans submitted shall be consistent with the Hillside Development Standards listed in LDC 9.632.

Condition of Approval #13: Prior to final plat approval, the applicant shall submit final copies of each individual lot survey, and development engineering plans for the City's record keeping purposes.

Condition of Approval #14: Prior to the issuance of certificate of occupancy for the proposed residential lots 9, 10, 12, 14, 15 and 16, evidence shall be submitted to the City Administrator that at the time of purchase, each lot owner has been provided copies of the respective individual lot survey, geotechnical report, and development engineering plans. Proof may be in the form of a standard real estate affidavit that states the purchaser of the respective lot(s) has received the required information cited in LDC 9.632(d).

Condition of Approval #15: Prior to final plat approval, dedication requirements as contained in LDC 9.236 (Dedication Requirements) shall be met by the applicant. The portion of Wetleau Drive that abuts the subject property and that will be improved shall be fully dedicated as 60-foot right-of-way to the City.

Condition of Approval #16: Prior to final plat approval, the applicant and/or developer shall enter into an Improvement Agreement, with the City of Lowell, consistent with the specification of LDC

9.805.

Condition of Approval #17: Prior to final plat approval, the applicant shall provide the City Administrator evidence showing that the requirements as listed in LDC 9.806 are satisfied and a security agreement has been reached between the applicant and the City.

8. Informational items

Informational #1: Appropriate permits to perform work within City of Lowell rights-of-way will have to be obtained by the property owner/applicant/contractor before any work in public rights-of-way can be undertaken. For questions related to performing work within City rights of way, please contact the Lowell Public Works department at 541-937-2776.

Informational #2: Fire hydrant shall meet minimum water flow standards.

Informational #3: If slope easements are determined to be necessary as more refined construction plans are produced and reviewed, such slope easement shall be recorded on the final plat in accordance with ORS 92. This will be an informational item.

Informational #4: Mailboxes shall be provided in all residential developments. Mailbox structures shall be placed as recommended by the Post Office having jurisdiction and shall be noted on the plan. This will be an informational item.

Informational #5: Easements will be required on lots in which water drains onto or across. Any easements shall be shown and recorded on the final plat. This will be an informational item.

Informational #6: Easements for any use shall be described and included on the final plat. Easements shall be properly recorded at Lane County Deeds and Records in accordance with ORS 92.

Informational #7: The applicant's civil engineer submitted a map showing the one-foot intervals and identified lots containing slopes of 15 percent or greater. The map is sufficient for tentative staff review. If during the construction drawing phase of the project for lots that contain slopes of 15 percent or greater, a finer detailed Surveyor's Report may be required.

9. Attachments

Attachment A: Tentative Subdivision Plat

Attachment B: Utility Plan

Attachment C: Grading Plan

Attachment D: Applicant Application Materials

Attachment E: Applicant Narrative Materials

Attachment F: DSL Response to Wetlands

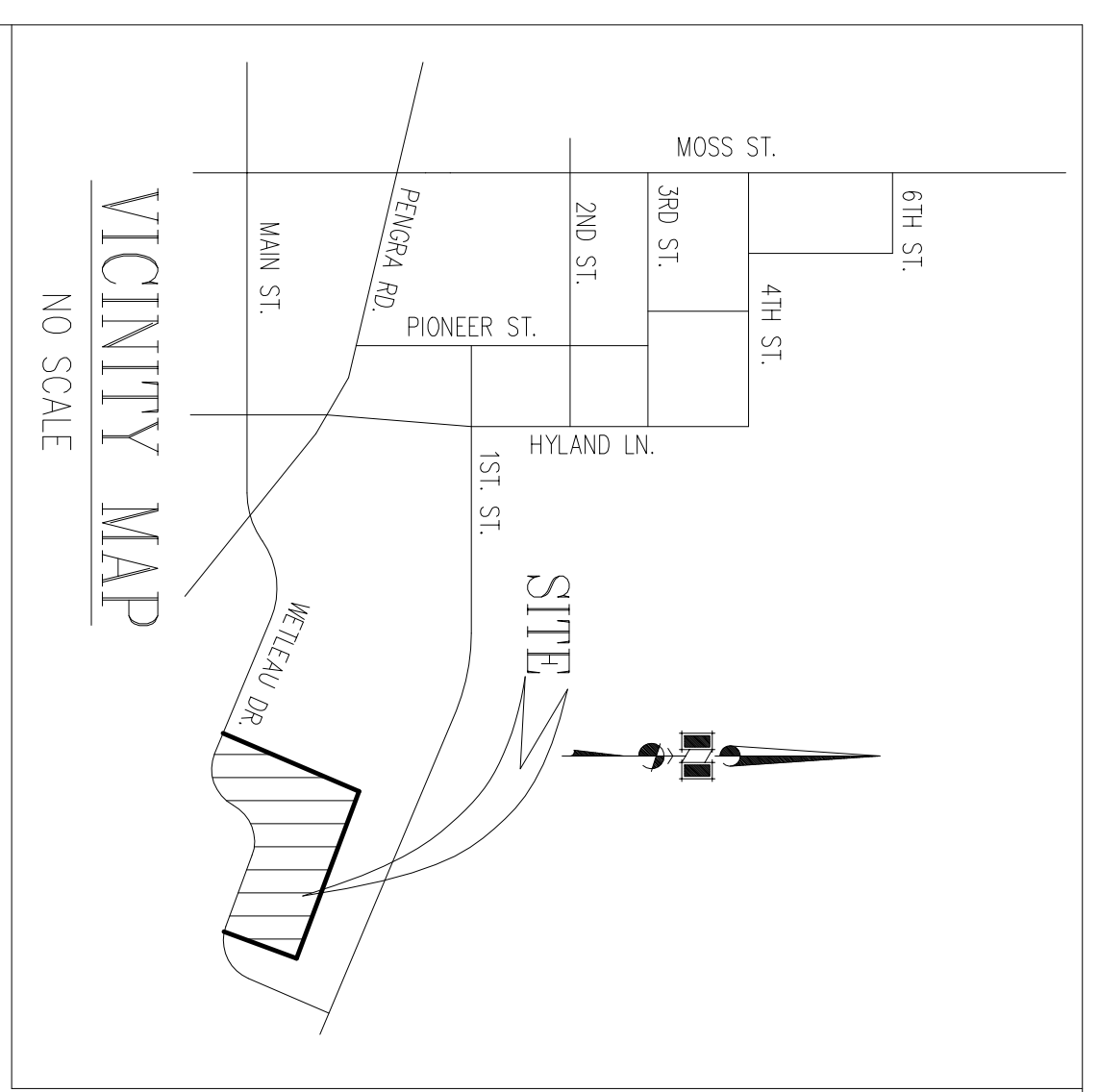
Attachment G: Notice Materials

Attachment H: Referral Comments

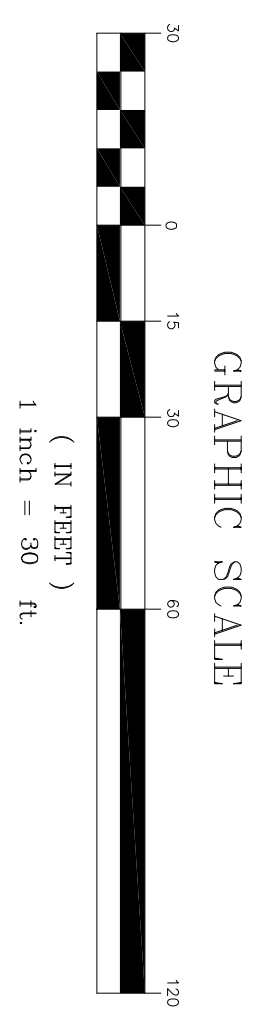
Attachment I: Pre-Application Meeting Summary

Attachment J: Geotech Report

Attachment K: Fire Chief's Comment Dated March 8, 2022



- EASEMENTS
- ① EXISTING 14" WASTEWATER EASEMENT
 - ② PROPOSED 7" PUBLIC UTILITY EASEMENT



**TENTATIVE MAP
FOR
LAKE TOWN ESTATES**

CITY OF LOWELL
PUBLIC WORKS DEPARTMENT

DATE
**TAX MAP 19-01-14-13
TAX LOT 3700**

APPROVED:

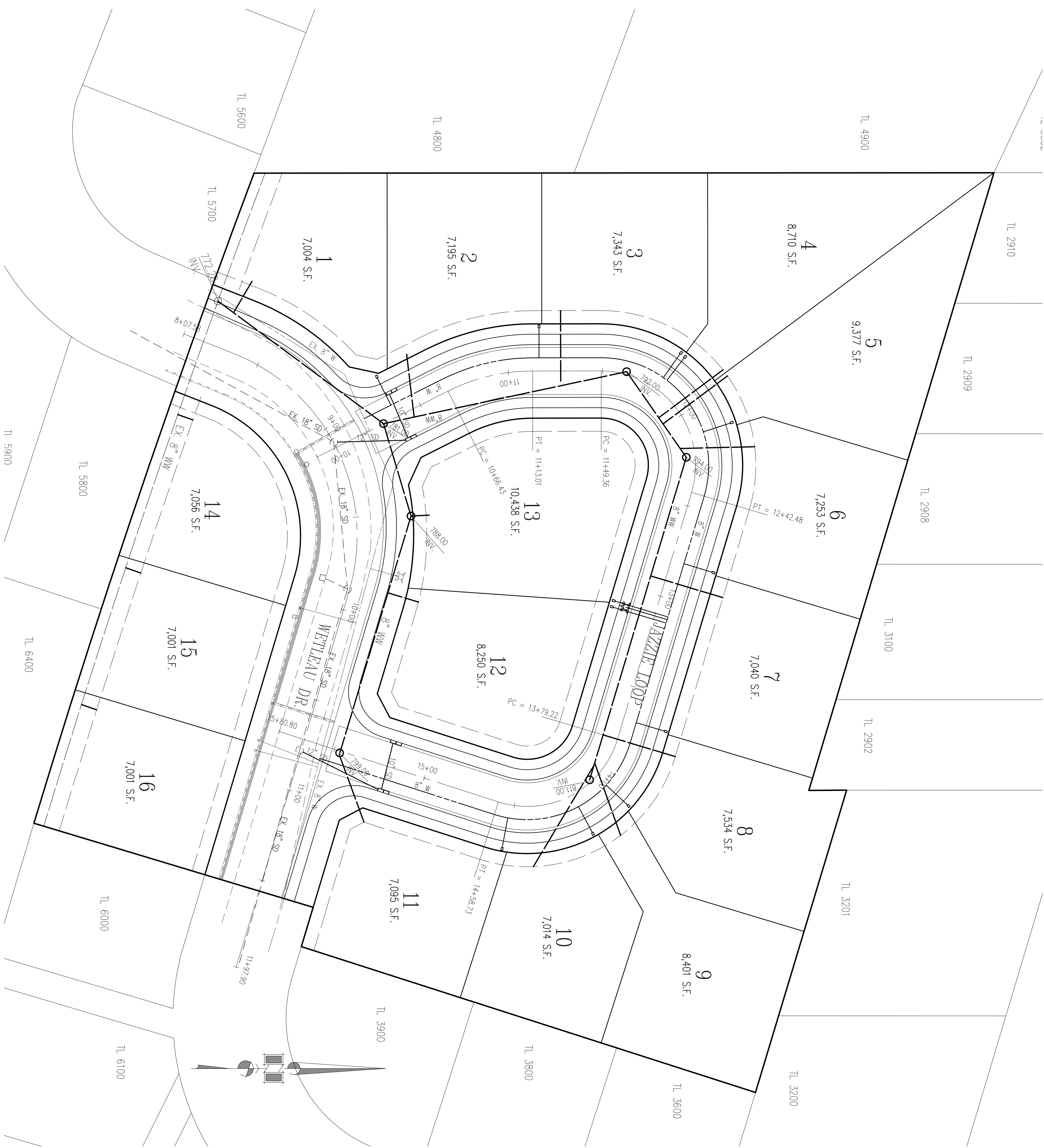
DESIGNED	DRAWN
CHECKED	DATE 01-31-22

DATE	BY	DESCRIPTION	APP.

PLANS PREPARED BY:
**THE FAVREAU GROUP
CIVIL ENGINEERING**

3750 NORWICH AVE.
EUGENE, OR 97408 (541) 683-7048





**UTILITY PLAN
FOR
LAKE TOWN ESTATES**

CITY OF LOWELL
PUBLIC WORKS DEPARTMENT

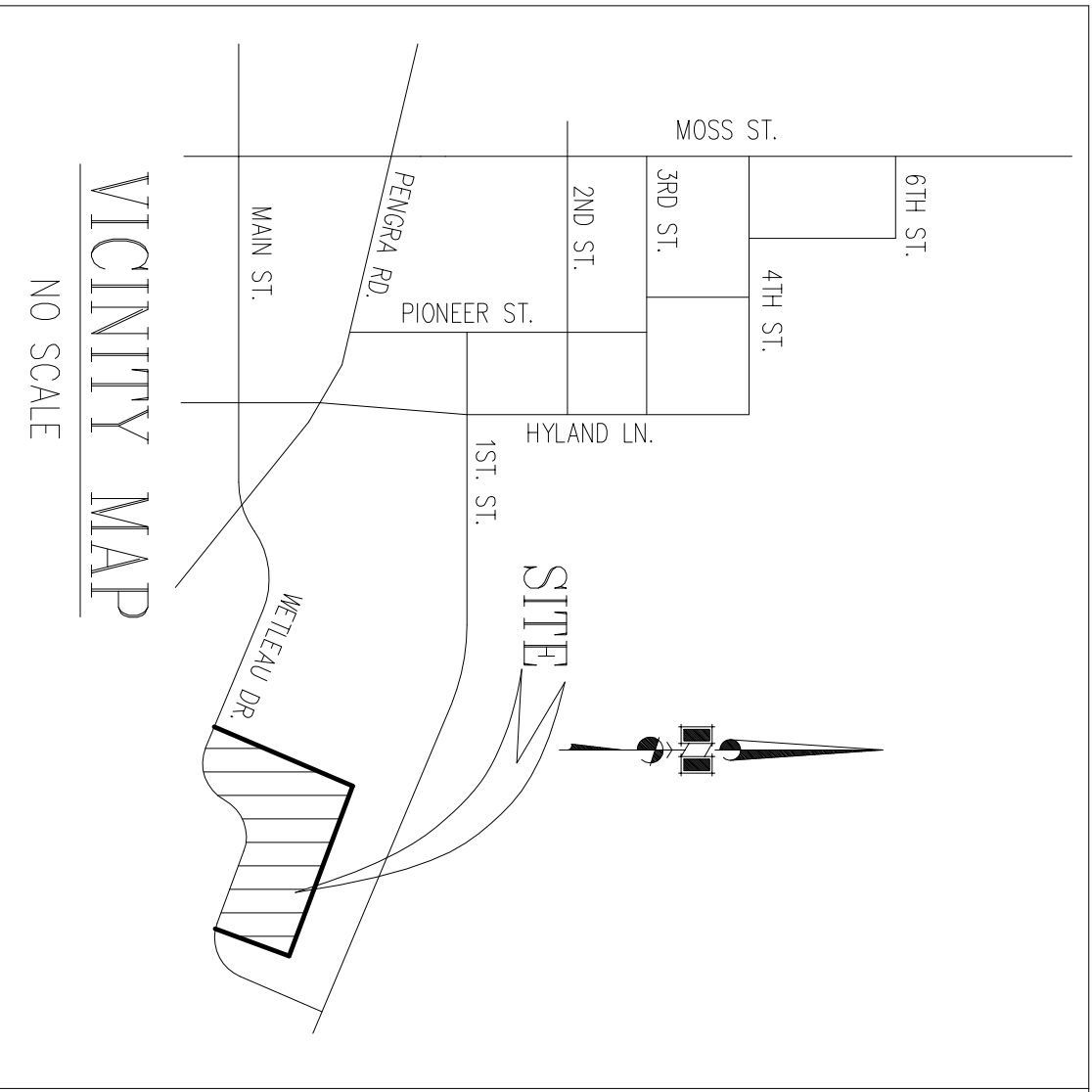
TAX MAP 19-01-14-13
TAX LOT 3700

DESIGNED	DRAWN	DATE
CHECKED	DATE	01-31-22

DATE	BY	DESCRIPTION	APP.

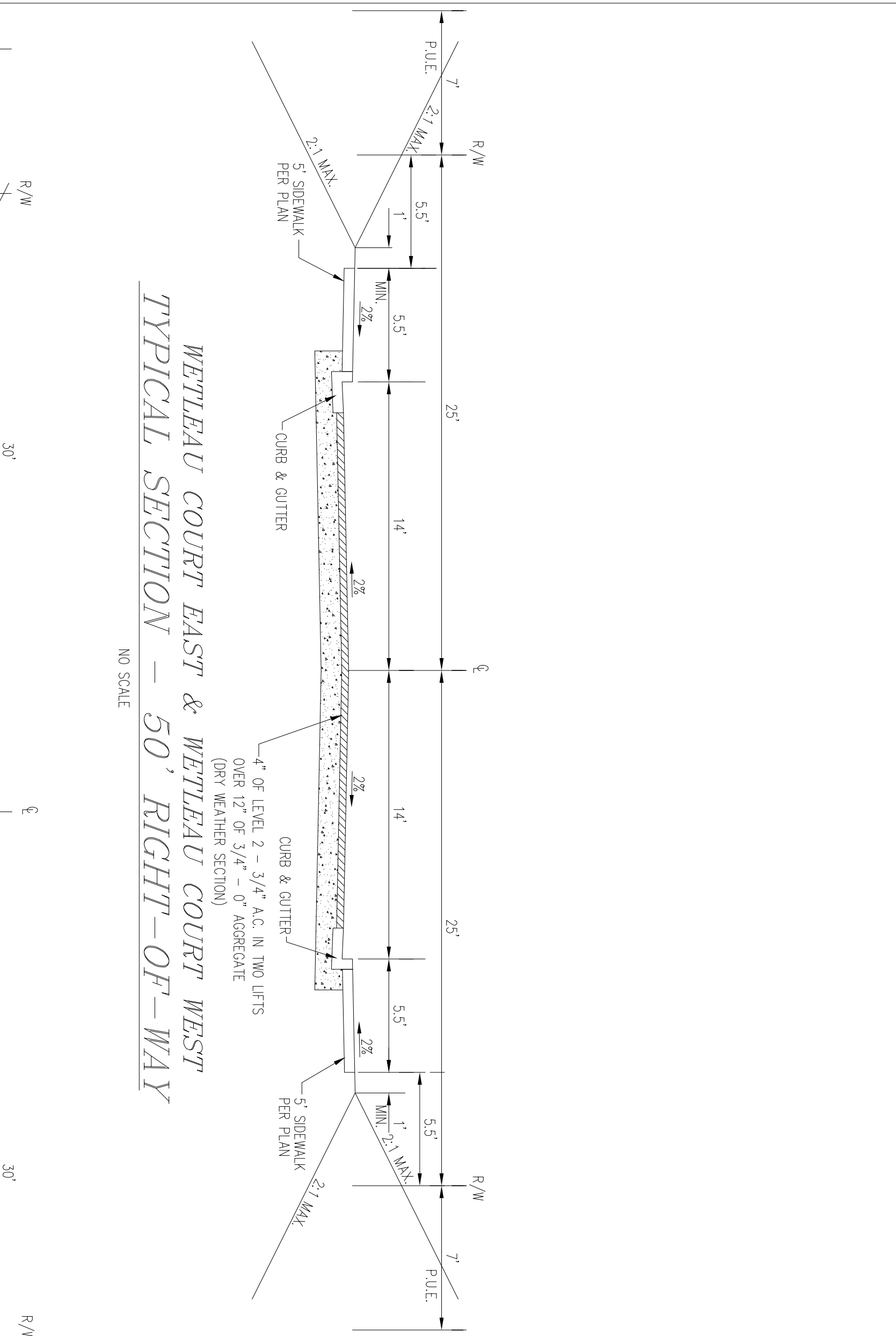
PLANS PREPARED BY:
**THE FAVREAU GROUP
CIVIL ENGINEERING**
3750 NORWICH AVE.
EUGENE, OR 97408 (541) 683-7048

REGISTERED PROFESSIONAL ENGINEER
ANTHONY J. FAVREAU
NO. 11294
STATE OF OREGON
EXPIRES DEC. 31, 2023



LEGEND

- - - - -7.95- EXISTING MAJOR CONTOUR AND ELEVATION
- - - - - EXISTING MINOR CONTOUR
- 7.95— PROPOSED MAJOR CONTOUR AND ELEVATION
- - - - - PROPOSED MINOR CONTOUR
- W — EXISTING WATER
- EX. MW — EXISTING 2" WASTEWATER FORCE MAIN
- MW — WASTEWATER
- SD — STORM DRAIN



	PLANS PREPARED BY: THE FAVREAU GROUP CIVIL ENGINEERING 3750 NORWICH AVE. EUGENE, OR 97408 (541) 683-7048	APPROVED: _____ DATE: _____	GRADING PLAN FOR LAKE TOWN ESTATES	CITY OF LOWELL PUBLIC WORKS DEPARTMENT												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> <th>APP.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	DATE	BY	DESCRIPTION	APP.					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DESIGNED</td> <td>DRAWN</td> <td rowspan="2" style="text-align: center;"> TAX MAP 19-01-14-13 TAX LOT 3700 </td> </tr> <tr> <td>CHECKED</td> <td>DATE 01-31-22</td> </tr> </table>	DESIGNED	DRAWN	TAX MAP 19-01-14-13 TAX LOT 3700	CHECKED	DATE 01-31-22	TAX MAP 19-01-14-13 TAX LOT 3700
DATE	BY	DESCRIPTION	APP.													
DESIGNED	DRAWN	TAX MAP 19-01-14-13 TAX LOT 3700														
CHECKED	DATE 01-31-22															

Land Use Permit Application

<input type="checkbox"/> Site Plan Review	<input type="checkbox"/> Lot Line Adjustment	<input type="checkbox"/> Partition	<input checked="" type="checkbox"/> Subdivision
<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Variance	<input type="checkbox"/> Map Amendment	<input type="checkbox"/> Text Amendment
<input type="checkbox"/> Annexation	<input type="checkbox"/> Vacation	<input type="checkbox"/> Other, specify _____	

Please complete the following application. If any pertinent required information or material is missing or incomplete, the application will not be considered complete for further processing. If you have any questions about filling out this application, please contact staff at Lowell City Hall, phone (541) 937-2157, 107 East Third, Lowell.

List all Assessor's Map and Tax Lot numbers of the property included in the request.

Map# 19-01-14-13-03700 Lot # 1400
 Map# _____ Lot # _____
 Map# _____ Lot # _____

Street Address (if applicable): _____

Area of Request (square feet/acres): 3.57 AC

Existing Zoning: R1 - Single family Residential

Existing Use of the Property: Field

Proposed Use of the Property: New Subdivision

Pre-application Conference Held: No Yes If so, Date Aug. 4th 2021

Submittal Requirements:

1. Copy of deed showing ownership or purchase contract with property legal description.
2. Site Plan/Tentative Plan with, as a minimum, all required information. Submit one copy of all plans 11x17 or smaller; 12 copies of all plans larger than 11x17. (See attached checklist for required information)
3. Applicant's Statement: Explain the request in as much detail as possible. Provide all information that will help the decision makers evaluate the application, including addressing each of the decision criteria for the requested land use action.
- _____ 4. Other submittals required by the City or provided by the applicant. Please List.

a. _____	b. _____
c. _____	d. _____
e. _____	f. _____
5. Filing Fee: Amount Due: \$3,374⁰⁰

By signing, the undersigned certifies that he/she has read and understood the submittal requirements outlined, and that he/she understands that incomplete applications may cause delay in processing the application. I (We), the undersigned, acknowledge that the information supplied in this application is complete and accurate to the best of my (our) knowledge. I (We) also acknowledge that if the total cost to the City to process this application exceeds 125% of the application fee, we will be required to reimburse the City for those additional costs in accordance with Ordinance 228.

PROPERTY OWNER

Name (print): Jomy & Julie Valencia Phone: 541-606-2571

Address: 110. Alder

City/State/Zip: Lowell, OR 97452

Signature: [Signature]

APPLICANT, (Different)

Name (print): _____ Phone: _____

Company/Organization: _____

Address: _____

City/State/Zip: _____

Signature: _____

E-mail (if applicable): _____

APPLICANTS REPRESENTATIVE, if applicable

Name (print): _____ Phone: _____

Company/Organization: _____

Address: _____

City/State/Zip: _____

E-mail (if applicable): _____

For City Use.

Date Submitted: 1/18/21 Received by: [Signature] Application Number _____ Fee Receipt # 109421702

Date Application Complete: _____ Reviewed by: _____

Date of Hearing: _____ Date of Decision _____ Date of Notice of Decision _____

After recording return to,
& send tax statements to:
Lookout Point LLC
40160 East First Street
Lowell, OR 97452

Lane County Clerk
Lane County Deeds and Records

2014-047900



\$52.00

01470243201400479000020028

12/04/2014 02:18:56 PM

RPR-DEED Cnt=1 Str=15 CRSHIER 01

\$10.00 \$11.00 \$21.00 \$10.00

3

WARRANTY DEED

SHADE TREE, INC., an Oregon corporation, as Grantor, conveys and warrants to LOOKOUT POINT LLC, an Oregon limited liability company, Grantee, the real property described on the attached Exhibit A, and situated in the County of Lane, State of Oregon, free of encumbrances except, covenants, conditions, restrictions and easements of record.

The true and actual consideration for this conveyance is \$734,036.

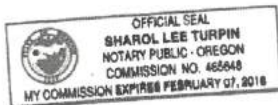
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

DATED this 2nd day of December, 2014.

STATE OF OREGON, County of Lane, ss.


Shade Tree, Inc. by Mia Nelson, President

On December 2, 2014, personally appeared the above named Mia Nelson, and did say that she is the President of Grantor Shade Tree, Inc. and that this instrument was signed on behalf of the corporation and by the authority of its board of directors, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:




Notary Public for Oregon
My Commission Expires February 7, 2016

EXHIBIT A

Lots 41 through 57, inclusive, Sunridge Second Addition, recorded in Lane County, Oregon official records as reception number 2005-057003.

A parcel of land in Lane County, Oregon described as follows: Beginning at the northwest corner of Lot 17, Sunridge First Addition, recorded in Lane County, Oregon official records as reception number 2005-008200; thence South $17^{\circ}48'00''$ West 253.00 feet along the west line of said Sunridge First Addition to the southwest corner of Lot 19 thereof; thence, North $73^{\circ}16'37''$ West 21.66 feet along the northern right-of-way line of Wetleau Drive to a point marked by a reinforcing rod; thence, South $16^{\circ}43'23''$ West 154.73 feet to a reinforcing rod on the northerly line of the former Southern Pacific Railroad Company right of way as surveyed and monumented in that survey filed at the office of the Lane County Surveyor under No. 31330; thence 364.06 feet, more or less, along said northerly line as it follows the arc of a curve to the right having a radius of 5579.56 feet, to the southeast corner of Hern Subdivision, recorded in Lane County, Oregon official records as reception number 2003-082234; thence northerly along the east line of said Hern Subdivision 392.72 feet, more or less, to the northeast corner thereof; thence along the southerly line of those certain parcels surveyed in that survey filed at the Office of the Lane County Surveyor under No. 25662 South $73^{\circ}16'39''$ East 341.74 feet, more or less, to a 1/2 inch iron pipe; thence northerly 20.00 feet, more or less, to a reinforcing rod; thence South $73^{\circ}16'39''$ East 167.39 feet, more or less, to the point of beginning, and excepting therefrom the area lying within the right-of-way of Wetleau Drive.



Sale Agreement # 20210526

FINAL AGENCY ACKNOWLEDGMENT

1 Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet and hereby acknowledge and consent to the following agency relationships in this transaction: Mia Nelson
3 (Name of Buyer's Agent(s))* Oregon Lic # 200803176
4 of Quantum Real Estate (Name of Real Estate Firm(s))*
5 Buyer's Agent's Office Address 40160 East First Street, Lowell, OR 97462 Company Lic # 201205465
6 Phone #1 (541)520-3763 Phone #2 (541)520-3763 E-mail mia@sunnridge.net
7 Is/are the agent of (check one): [X] Buyer exclusively ("Buyer Agency") [] Both Buyer and Seller ("Disclosed Limited Agency").
8 (Name of Seller's Agent(s))* Oregon Lic #
9 (Name of Real Estate Firm(s))*
10 Seller's Agent's Office Address Company Lic #
11 Phone #1 Phone #2 E-mail
12 Is/are the agent of (check one): [] Seller exclusively ("Seller Agency") [] Both Buyer and Seller ("Disclosed Limited Agency").
13 *If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agents and Firm names should be disclosed above.
14
15 If both parties are each represented by one or more Agent in the same Real Estate Firm, and Agents are supervised by the same principal broker in that Real Estate Firm, Buyer and Seller acknowledge said principal broker shall become the disclosed limited agent for both Buyer and Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and Agent(s).
16
17 Buyer shall sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller shall sign this acknowledgment at the time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counter offer will be made. Seller's signature to this Final Agency Acknowledgment shall not constitute acceptance of this Agreement or any terms therein.
20
21 Buyer Print Jerry Valencia Date 6/2/21
22 Buyer Print Julie Valencia Date 6/2/21
23 Seller Print Lookout Point LLC Date
24 Seller Print Date

VACANT LAND REAL ESTATE SALE AGREEMENT

25 THIS AGREEMENT IS INTENDED TO BE A LEGAL AND BINDING CONTRACT. IF IT IS NOT UNDERSTOOD, SEEK COMPETENT LEGAL
26 NOTICE BEFORE SIGNING. FOR AN EXPLANATION OF THE PRINTED TERMS AND PROVISIONS IN THIS FORM REGARDING TIMING,
27 NOTICE, BINDING EFFECT, ETC., SELLER AND BUYER ARE ENCOURAGED TO CLOSELY REVIEW DEFINITIONS AND INSTRUCTIONS
28 SECTION BELOW.
29
30 1. PRICE/PROPERTY DESCRIPTION: Buyer (print name(s)) Jerry Valencia, Julie Valencia
31 offers to purchase from Seller (print name(s)) Lookout Point LLC
32 the following described real property (hereinafter "the Property") situated in the State of Oregon, County of Lane
33 and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.)
34 See Exhibit A, 3.57 ac, Wetleau Dr, Lowell, OR 97462
35
36 (Buyer and Seller agree if it is not provided herein, a complete legal description as provided by the title insurance company in accordance with Section 7
37 (Title Insurance), below, shall, where necessary, be used for purposes of legal identification and conveyance of title.)
38 for the Purchase Price (in U.S. currency) of A \$ 475,000.00
39 on the following terms: Earnest money herein receipted for B \$ 30,000.00
40 on C \$
41 at or before Closing, the balance of down payment D \$
42 at Closing and upon delivery of [X] DEED [] CONTRACT the balance of the Purchase Price E \$ 445,000.00
43 shall be paid as agreed in Financing Section of the Agreement (Lines B, C, D and E should equal Line A)

Buyer Initials Date 6/2/21

Seller Initials Date 6/2/21

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LINES WITH THIS SYMBOL — REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE
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FINANCING

2. BALANCE OF PURCHASE PRICE: (Select A or B)

Buyer represents Buyer has liquid and available funds for the earnest money deposit and down payment, and if an all cash transaction, the full purchase price, sufficient to close the transaction described herein and is not relying upon any contingent source of funds (e.g., from loans, gifts, sale or closing of other property, 401K disbursements, etc.), except as follows (describe): Balance paid by loans from Roy Nelson, Mia Nelson and/or Wiley Nelson, secured by first position Trust Deed on Lots 1, 2, 4 and 23, Block 2, Meridian Park Addition, Lowell Oregon, AKA 11 North Alder.

A. This is an all cash transaction. Buyer to provide verification ("Verification") of readily available funds as follows (select only one):
 Buyer has attached a copy of the Verification with the submission of this Agreement to Seller Buyer will provide Seller with the Verification within _____ business days (five [5] if not filled in) after this Agreement has been signed and accepted, or Other (Describe):

Seller may notify Buyer, in writing, of Seller's unconditional disapproval of the Verification within _____ business days (two [2] if not filled in) ("Disapproval Period") following its receipt by Seller. Provided, however, such disapproval must be objectively reasonable. Upon such disapproval, all earnest money deposits shall be promptly refunded to Buyer and this transaction shall be terminated. If Seller fails to provide Buyer with written unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval Period, Seller shall be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree otherwise in writing, all earnest money deposits shall be promptly refunded, and this transaction shall be terminated.

B. Balance of Purchase Price to be financed through one of the following Loan Programs (Select only one): Conventional;
 Other (Describe): See lines 48 & 49 (hereinafter "Loan Program") Buyer agrees to seek financing through a lending institution or mortgage broker (hereinafter collectively referred to as "Lender") participating in the Loan Program selected above.

C. Pre-Approval Letter. Buyer has attached a copy of a Pre-Approval Letter from Buyer's Lender or mortgage broker; Buyer does not have a Pre-Approval Letter at the time of making this offer. Buyer agrees to secure a Pre-Approval Letter and provide a copy to Seller as follows: _____

3.1 FINANCING CONTINGENCIES: If Buyer is financing any portion of the Purchase Price, then this transaction is subject to the following financing contingencies: (1) Buyer and the Property to qualify for the loan from Lender; (2) Lender's appraisal shall not be less than the Purchase Price; and, (3) Other (Describe): No financing contingencies other than provision of personal loans described in lines 48-29 and 126-128.

Except as otherwise provided herein, all Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

3.2 FAILURE OF FINANCING CONTINGENCIES: If Buyer receives actual notification from Lender that any Financing Contingencies identified above have failed or otherwise cannot occur, Buyer shall promptly notify Seller, and the parties shall have _____ business days (two [2] if not filled in) following the date of Buyer's notification to Seller to either (a) Terminate this transaction by signing an OREF 057 Termination Agreement and/or such other similar form as may be provided by Escrow, or (b) Reach a written mutual agreement upon such price and terms that will permit this transaction to continue. Neither Seller nor Buyer is required under the preceding provision (b) to reach such agreement, if (a) or (b) fail to occur within the time period identified in this Section 3.2 (Failure of Financing Contingencies), this transaction shall be automatically terminated, and all earnest money shall be promptly refunded to Buyer. Buyer understands upon termination of this transaction, Seller shall have the right to place the Property back on the market for sale upon any price and terms as Seller determines, in Seller's sole discretion.

3.3 BUYER REPRESENTATION REGARDING FINANCING: Buyer makes the following representations to Seller: (1) Buyer's completed loan application, as hereinafter defined, shall be submitted to the Lender who provided the Pre-Approval Letter, a copy of which has been delivered to Seller, or will be, pursuant to Section 2C (Pre-Approval Letter), above

(2) Buyer shall submit to Buyer's Lender a completed loan application for purchase of the Property not later than _____ business days (three [3] if not filled in) following the date Buyer and Seller have signed and accepted this Agreement. A "completed loan application" shall include the following information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of the value of the Property; and (vi) the loan amount sought.

(3) Buyer agrees if Buyer intends to proceed with the loan transaction, Buyer will so notify Lender within _____ business days (three [3] if not filled in - but not to exceed ten [10]) in such form as required by said Lender, following Buyer's receipt of Lender's Loan Estimate. Upon request, Buyer shall promptly notify Seller of the date of Buyer's signed notice of intent to proceed with the loan.

(4) Buyer will thereafter complete all paperwork requested by the Lender in a timely manner, and exercise best efforts (including payment of all application, appraisal and processing fees, where applicable) to obtain the loan.

Buyer Initials [Signature] Date 6/17/21

Seller Initials [Signature] Date 6/17/21

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OREF 008

VACANT LAND REAL ESTATE SALE AGREEMENT- Page 2 of 11



92 (5) Buyer understands and agrees Buyer may not replace the Lender or Loan Program already selected, without Seller's written consent, which may
93 be withheld in Seller's sole discretion.
94 (6) Following submission of the loan application, Buyer agrees to keep Seller promptly informed of all material non-confidential developments
95 regarding Buyer's financing and the time of Closing.

96 (7) Buyer shall request the ordering of the Lender's appraisal no later than expiration of the Inspection Period at Section 10 of this Agreement. (or
97 Section 1 of the OREF 058 Professional Inspection Addendum if used).

98 (8) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application
99 status.

100 4.1 INSURANCE: Buyer is encouraged to promptly verify the availability and cost of property/casualty/fire insurance that will be secured for the
101 Property. Additionally, lenders may require proof of property/casualty/fire insurance as a condition of the loan

102 4.2 FLOOD INSURANCE; ELEVATION CERTIFICATE: If the Property is located in a designated flood zone, flood insurance may be required
103 as a condition of a new loan. Buyer is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation
104 Certificate ("EC") is the document used by the federal National Flood Insurance Program ("NFIP") to determine the difference in elevation between
105 a home or building, and the base flood elevation ("BFE"), which is a computed elevation to which floodwater is anticipated to rise during certain
106 floods. The amount of flood insurance premium for a particular property is based upon the EC. Not all properties in flood zones require an EC,
107 depending upon when they were constructed. ECs must be prepared and certified by a land surveyor, engineer, or architect who is authorized by
108 the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand. If the
109 Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, lenders may require an EC as
110 a condition of loan approval. For more information, go to the following website: www.fema.gov

111 5. SELLER-CARRIED FINANCING (E.G., LAND SALE CONTRACT/TRUST DEED/MORTGAGE/OPTION AGREEMENTS, RENT-TO-OWN,
112 ETC.): Notice to Buyer and Seller: If this transaction involves a land sale contract, trust deed, mortgage, option, or lease-to-own agreement
113 (hereinafter a "Seller Carried Transaction"), Oregon law requires, unless exempted, individuals offering or negotiating the terms must hold a
114 mortgage loan originator ("MLO") license. Your real estate agent is not qualified to provide these services or to advise you in this regard. Legal
115 advice is strongly recommended. If this is a Seller-Carried Transaction, Buyer and Seller are advised to review the OREF 032 Seller-Carried
116 Transactions Buyer and Seller Advisory. Buyer and Seller agree as follows (select only one).

- 117 (a) Use the OREF 033 Seller-Carried Transaction Addendum and related forms; or
- 118 (b) Secure separate legal counsel to negotiate and draft the necessary documents or employ an MLO

119 Seller and Buyer agree regardless of whether (a) or (b) is selected, they will reach a signed written agreement upon the terms and
120 conditions of such financing (e.g., down payment interest rate, amortization, term, payment dates, late fees, balloon dates, etc.) within
121 ___ business days (ten [10] if not filled in) commencing on the next business day following the date they have signed and accepted this
122 Sale Agreement ("Negotiation of Terms Period"). Upon failure of Buyer and Seller to reach agreement by 5:00 p.m. on the last day of the Negotiation
123 of Terms Period, or such other times as may be agreed upon in writing, all earnest money deposits shall be refunded to Buyer
124 and this transaction shall be automatically terminated. *Caveat: Buyer's and Seller's Agents are not authorized to render advice on
125 these matters. Buyer and Seller are advised to secure competent legal advice while engaged in a Seller-Carried Transaction.*

126 6. ADDITIONAL FINANCING PROVISIONS (e.g. Closing Costs): Terms of loan described in lines 46-48 to be as follows: 7% interest-only,
127 paid monthly, 5-year balloon, no pre-payment penalty. Buyer pays escrow setup and collection fees.
128

CONTINGENCIES

130 7. TITLE INSURANCE: When this Agreement is signed and accepted by Buyer and Seller, Seller will, at Seller's sole expense, promptly order from
131 the title insurance company selected at Section 16 (Escrow) below, a preliminary title report and copies of all documents of record ("the Report and
132 Documents of Record") for the Property, and furnish them to Buyer at Buyer's contact location as defined at Section 23.3 (Definitions/Instructions),
133 below. Unless otherwise provided herein, this transaction is subject to Buyer's review and approval of the Report and Documents of Record (if,
134 upon receipt, the Report and Documents of Record are not fully understood, Buyer should contact the title insurance company for
135 further information or seek competent legal advice). The Buyer's and Seller's Agents are not qualified to advise on specific legal or title
136 issues.) Upon receipt of the Report and Documents of Record Buyer shall have ___ business days (five [5] if not filled in) within which to notify
137 Seller. In writing, of any matters disclosed in the Report and Documents of Record which is/are unacceptable ("the Objections"). Buyer's failure to
138 timely object in writing shall constitute acceptance of the Report and/or Documents of Record. However, Buyer's failure to timely object shall not

Buyer Initials [Signature] Date 4/2/21

Seller Initials [Signature] Date 4/2/21

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LINES WITH THIS SYMBOL — REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE



139 relieve Seller of the duty to convey marketable title to the Property pursuant to Section 21 (Deed), below, if within ____ business days (five [5] if not
 140 filed in) following Seller's receipt of the Objections, Seller fails to remove or correct the matters identified therein, or fails to give written assurances
 141 reasonably satisfactory to Buyer of removal or correction prior to Closing, all earnest money shall be promptly refunded to Buyer, and this
 142 transaction shall be terminated. This contingency is solely for Buyer's benefit and may be waived by Buyer in writing. Within thirty (30) days after
 143 Closing, the title insurance company shall furnish to Buyer, an owner's standard form policy of title insurance insuring marketable title in the
 144 Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if any, and all other title exceptions agreed to be removed
 145 as part of this transaction. (Note: This Section 7 (Title Insurance) provides Seller will pay for Buyer's standard owner's policy of title
 146 insurance. In some areas of the country, such a payment might be regarded as a "seller concession." Under the TILA/RESPA Integrated
 147 Disclosure Rules ("The Rules"), there are limitations, regulations and disclosure requirements on "seller concessions", unless the
 148 product or service paid for by the Seller was one customarily paid by sellers in residential sales transactions. In Oregon, sellers
 149 customarily and routinely pay for their buyer's standard owner's policy of title insurance. Accordingly, unless the terms of this Section 7
 150 (Title Insurance) are modified in writing by Buyer and Seller, the parties acknowledge, agree and so instruct Escrow, in this transaction,
 151 Seller's payment of Buyer's standard owner's policy of title insurance is not a "seller concession" under the Rules or any other federal
 152 law.)

153 **8. INSPECTIONS/ENVIRONMENTAL HEALTH CONDITIONS:** The following list identifies some, but not all, environmental conditions found in and
 154 around all real property that may affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants
 155 in drinking water and well water, lead based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about
 156 these conditions or others, Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health expert, for
 157 information and guidance. Neither the Buyer's nor Seller's Agents are experts in environmental health hazards or conditions. Buyer understands it is
 158 advisable to have a complete inspection of the Property by qualified licensed professional(s) relating to such matters as soil
 159 condition/compaction/stability, environmental issues, survey, zoning, availability of utilities, and suitability for Buyer's intended purpose. Neither the Buyer's nor
 160 Seller's Agents are qualified to conduct such inspections and shall not be responsible to do so. For further details, Buyer is encouraged to review the Buyer
 161 Advisory at www.oregonrealtors.org and the Oregon Public Health Division at www.oregon.gov.

162 Check only one box below:

163 **LICENSED PROFESSIONAL INSPECTIONS:** At Buyer's expense, Buyer may have the Property and all elements and systems thereof inspected
 164 by one or more licensed professionals of Buyer's choice. Provided, however, Buyer must specifically identify in this Agreement any desired
 165 invasive inspections that may include testing or removal of any portion of the Property including, for example, radon and mold
 166 Buyer shall have the right to enter the Property and to conduct an investigation and a feasibility study of the suitability of the Property for Buyer's
 167 intended use including, but not limited to, market feasibility, engineering and soils studies, investigation of zoning, subdivision, or other land use
 168 restrictions, and availability of utilities
 169 Identify Invasive Inspections: _____

170 Buyer understands Buyer is responsible for the restoration of the Property following any inspection(s)/test(s) performed by Buyer or on Buyer's
 171 behalf. Buyer shall have ____ business days (ten [10] if not filled in), after the date Buyer and Seller have signed and accepted this Agreement
 172 (hereinafter "the Inspection Period"), in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any
 173 inspection report. Buyer shall not provide all or any portion of the inspection reports to Seller unless requested by Seller. However, at any time
 174 during this transaction, or promptly following termination, upon request by Seller, Buyer shall promptly provide a copy of such reports or portions of
 175 reports, as requested. During the Inspection Period, Seller shall not be required to modify any terms of this Agreement already reached with Buyer.
 176 Unless a written agreement has already been reached with Seller regarding Buyer's requested repairs, at any time during the Inspection Period,
 177 Buyer may notify Seller, in writing, of Buyer's unconditional disapproval of the Property based on any inspection report(s), in which case, all earnest
 178 money deposits shall be promptly refunded, and this transaction shall be terminated. If Buyer fails to provide Seller with written unconditional
 179 disapproval of any inspection report(s) by 5:00 p.m. of the final day of the Inspection Period, Buyer shall be deemed to have accepted the
 180 condition of the Property. Note if, prior to expiration of the Inspection Period, written agreement is reached with Seller regarding
 181 Buyer's requested repairs, the Inspection Period shall automatically terminate unless the parties agree otherwise in writing.

182 **ALTERNATIVE INSPECTION PROCEDURES: OREF-056 PROFESSIONAL INSPECTION ADDENDUM**

183 **OTHER INSPECTION ADDENDUM** _____

184 **BUYER'S WAIVER OF INSPECTION CONTINGENCY:** Buyer represents to Seller and all Agents and Firms Buyer is fully satisfied with the condition
 185 of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections performed as a
 186 contingency to the Closing of the transaction. Buyer's election to waive the right of inspection is solely Buyer's decision and at Buyer's own risk.

187 **9.1 PRIVATE WELL:** Does the Property include a well that supplies or is intended to supply domestic water for household use? Yes No.
 188 If the Property contains a private well, the OREF 082 Private Well Addendum will be attached to this Sale Agreement.

Buyer Initials PN Date 6/2/21

Seller Initials JW Date 6/2/21

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Sale Agreement # 20210526

189 9.2 SEPTIC/ONSITE SEWAGE SYSTEM: Does the Property include a septic/onsite sewage system? Yes No If the Property contains a
 190 septic/onsite sewage system, the OREF 081 Septic/Onsite Sewage System Addendum will be attached to this Sale Agreement.

191 10.1 SELLER PROPERTY DISCLOSURE LAW: Buyer and Seller acknowledge, subject to certain exclusions, Oregon's Seller Property Disclosure Law
 192 (ORS 105.462 - 105.490) applies only to real property transactions improved with 1-to-4 family dwellings and does not apply to transactions involving vacant
 193 land.

194 10.2 SELLER VACANT LAND DISCLOSURES: Although not required by law, unless waived by Buyer in writing, Seller shall complete the OREF 019
 195 Vacant Land Disclosure Addendum (the "Disclosure Addendum") for delivery to all prospective buyers making offers to purchase the Property. The
 196 Disclosure Addendum addresses the current condition of the Property, and asks Seller to provide pertinent documents and information. Seller's answers
 197 are based solely upon Seller's actual knowledge of the condition of the Property, without necessarily having performed any inspections or tests.
 198 Notwithstanding receipt and review of Seller's completed Disclosure Addendum, Buyer is cautioned to exercise their own due diligence by using experts
 199 and specialists of Buyer's choice. Neither Seller's nor Buyer's Agents are experts or specialists in vacant land. As more fully described in the Disclosure
 200 Addendum, Buyer shall have a right to revoke their offer if timely given in writing to Seller within the defined Revocation Period, which shall
 201 commence on the first business day following its date of delivery to Buyer. Unless waived below, until the Disclosure Addendum is delivered to
 202 Buyer with all relevant documents and information, the Revocation Period does not commence. This means that a Buyer can revoke the
 203 transaction at any time until said delivery and the Revocation Period has expired, or the time of closing, whichever first occurs.

204 Buyer(s) to check one box below:

205 Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three business days following the date this Agreement is
 206 signed and accepted by the parties. Buyer does not waive the right of revocation provided therein.

207 Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three business days following the date this Agreement is
 208 signed and accepted by the parties. Buyer expressly waives the right of revocation provided therein.

209 Buyer expressly waives the right to receive the Vacant Land Disclosure Addendum and all rights arising therefrom.

SELLER REPRESENTATIONS

210
 211
 212 11. SELLER REPRESENTATIONS: Subject to other written disclosures made by Seller as a part of this transaction, Seller makes the following
 213 representations to Buyer:

214 (1) The Property is served by and/or connected to (check all that apply): a public sewer system; an onsite sewage system; a public
 215 water system; a private well and/or shared well; other (e.g., surface springs, cistern, etc.) described: _____
 216 none of the preceding.

217 (2) The Property will be in substantially its present condition at the time Buyer is entitled to possession.

218 (3) Seller has no notice of any liens or assessments to be levied against the Property.

219 (4) Seller has no notice from any governmental agency of a condemnation, environmental, zoning or similar proceeding, existing or
 220 planned, which could detrimentally affect the use, development, or value of the Property.

221 (5) Seller knows of no material defects in or about the Property.

222 (6) Seller has no notice from any governmental agency of any violation of law relating to the Property.

223 (7) Seller has no knowledge of any of the following matters affecting the use or operation of the Property: (a) past or present non-
 224 resource uses (e.g., cemeteries, landfills, dumps, etc.); (b) unrecorded access easements or agreements (e.g., for harvesting, fishing,
 225 hunting, livestock movement and pasture, etc.); (c) state or federal agreements/requirements regarding crops, grazing, reforestation,
 226 etc.; (d) supplier agreements, production processing commitments or other similar contracts.

227 (8) Well(s), water source(s), and/or water district resources have been adequate under Seller's current usage of the Property.

228 (9) Water rights (e.g., irrigation, agricultural), for not less than (Seller to complete) _____ acres, have been utilized and applied for
 229 beneficial use within the last five (5) years and are current and shall be transferred to Buyer at Closing. Water rights may be subject to
 230 certain conditions. Buyer should verify compliance with appropriate agency.

231 (10) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping,
 232 structures, driveways, and other such improvements) currently existing on the Property offered for sale and the legal description of the Property.

233 (11) Seller agrees to promptly notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in
 234 making any previously disclosed material information relating to the Property substantially misleading or incorrect.

Buyer Initials [Signature] Date 6/2/21

Seller Initials [Signature] Date 6/2/21

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235 These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (11)
236 are: _____ (For more exceptions see Addendum _____)

237 ~~Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu~~
238 ~~of Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where~~
239 ~~appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended use. Neither~~
240 ~~the Buyer's nor Seller's Agents shall be responsible for conducting any inspection or investigation of any aspects of the Property.~~

241 12.1 SELLER ADVISORY: OREGON STATE TAX WITHHOLDING OBLIGATIONS: Subject to certain exceptions, Escrow is required to withhold a portion
242 of Seller's proceeds if Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate with Escrow by
243 executing and delivering any instrument, affidavit or statement as requested, and to perform any acts reasonable or necessary to carry out the provisions of
244 Oregon law.

245 12.2 FIRPTA TAX WITHHOLDING REQUIREMENT: Seller and Buyer are advised during Closing, a Federal law, known as the Foreign Investment
246 In Real Property Tax Act of 1980 ("FIRPTA"), requires a buyer to withhold a portion of a seller's proceeds (up to 15% of the Purchase Price) if the
247 real property is located within the United States and the seller is a "foreign person" who does not qualify for an exemption. A "foreign person"
248 includes a nonresident alien individual, foreign corporation that has not made an election under Section 897(j) of the Internal Revenue Code to be
249 treated as a domestic corporation, foreign partnership, foreign trust, or a foreign estate, but it does not include a resident alien individual.
250 If FIRPTA applies (i.e. Seller is a foreign person), even if there is an exemption, Buyer and Seller must so inform Escrow to determine the extent to
251 which Escrow can assist the parties in compliance with FIRPTA (see OREF 092 - FIRPTA Advisory). Seller's failure or refusal to comply with
252 FIRPTA requirements constitutes a material default under this Agreement.

253 If FIRPTA does not apply (i.e. Seller is not a foreign person), then Seller shall complete, sign and deliver to Escrow a form of certification of non-
254 foreign status provided by escrow that complies with the requirements of 26 CFR § 1.1445-2 (the "Certificate") prior to Closing. If Seller fails or
255 refuses to complete, sign, and deliver the Certificate to Escrow prior to Closing, Seller understands and agrees Seller will be presumed to be a
256 foreign person in which case the terms of the above paragraph applies. Escrow is hereby instructed to act as a "Qualified Substitute" and provide
257 Buyer with a qualified substitute statement that complies with the requirements of 26 USC § 1445(b)(9) in lieu of the Certificate at Closing so Seller's
258 personal information is not disclosed to Buyer.

259 If Escrow is unable or unwilling to assist with the FIRPTA-related portion of the Closing (including, without limitation, providing the form Certificate or
260 acting as a Qualified Substitute), Buyer or Seller (as applicable) has the right, but not the obligation, to move Escrow to another Oregon licensed
261 escrow agent who is willing to assist with the FIRPTA-related portion of the Closing, in which case the parties' shall share equally in the cost of any
262 cancellation fees (if applicable). If, due to moving Escrow, this transaction cannot be closed by the Closing Date, the parties agree that the Closing
263 Date will be extended for a reasonable period of time not to exceed five (5) business days to accommodate moving the transaction to the new
264 escrow agent.

265 Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee agent or "Qualified Substitute" for purposes of the
266 Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with FIRPTA
267 related the law and regulations. For further information, Seller and Buyer should go to, www.irs.gov.

268 12.3 AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT OF 1978 ADVISORY: The Agricultural Foreign Investment Disclosure Act of 1978
269 requires that a foreign person who acquires, disposes of, or holds an interest in United States agricultural land shall disclose such transactions and holdings
270 to the Secretary of Agriculture in the manner prescribed in said regulations. Clients who are foreign persons should consult with their attorney regarding this
271 requirement.

272 13. "AS-IS": Except for Seller's express written agreements and written representations contained herein, and Seller's Property Disclosure, if
273 any, Buyer is purchasing the Property "AS-IS," in its present condition and with all defects apparent or not apparent.

MISCELLANEOUS ITEMS

275 14. HOMEOWNERS ASSOCIATION/TOWN/HOME/PLANNED COMMUNITY ADDENDUM: Is the property a townhome in a planned community, or
276 have a Homeowner's Association? Yes No Unknown

277 15. ADDITIONAL PROVISIONS:
278 _____
279 _____
280 _____
281 _____ For additional provisions, see Addendum _____

Buyer Initials *MN* Date *10/2/21*

Seller Initials *AW* Date *10/2/21*

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Sale Agreement # 20210526

CLOSING/ESCROW

263 16. **ESCROW:** This transaction shall be Closed at Cascade Escrow - Nadja Judish ("Escrow"), a neutral escrow
 264 located in the State of Oregon. Costs of Escrow shall be shared equally between Buyer and Seller, unless otherwise provided herein. Unless otherwise
 265 provided herein, the parties agree as follows: Seller authorizes Listing Firm to order a preliminary title report and owner's title policy at Seller's expense and
 266 further authorizes Escrow to pay out of the cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing costs and any
 267 encumbrances on the Property payable by Seller on or before Closing. Buyer shall deposit with Escrow sufficient funds necessary to pay Buyer's recording
 268 fees, Buyer's Closing costs, and lender's fees, if any. Real estate fees, commissions or other compensation for professional real estate services provided by
 269 Buyer's or Seller's Agents' Firms shall be paid at Closing in accordance with the listing agreement, buyer service agreement or other written agreement for
 290 compensation.

291 17. **PRORATIONS:** Prorates for rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the
 292 Property shall be as of (check one) the Closing Date; date Buyer is entitled to possession; or _____

293 18.1 **EARNEST MONEY DEPOSIT(S) AND BUYER INSTRUCTIONS:** When this Sale Agreement is signed and accepted by Buyer and Seller, the following
 294 instructions shall apply to the handling of Buyer's earnest money deposit in the sum of \$ 30,000.00 ("the Deposit")

295 18.2 The Deposit shall be payable by wire transfer or check and deposited within ____ (three [3] if not filled in) business days (the "Deposit Deadline") as
 296 follows (check all that apply).

297 Directly with Escrow;

298 Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing; and/or

299 Directly into Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow/Title Company prior to Closing.

300 As follows: _____

301 Caution: The Deposit, payable by whatever method selected by Buyer above, shall be placed with Escrow or Buyer's Agent's Firm's Client Trust account no
 302 later than 5:00 p.m. on the last day of the Deposit Deadline. The failure to do so may result in a breach of the Sale Agreement under Sections 19.1 and 19.2
 303 (Earnest Money Refund to Buyer and Earnest Money Payment to Seller), below.

304 If an additional Deposit ("Additional Deposit") is to be paid, it shall be handled in accordance with the above-selected instructions, or (Describe):
 305 _____
 306 _____

307 Once the Deposit and Additional Deposit, if any, is/are placed with Escrow, Seller's and Buyer's Agents and Firms shall have no further responsibility
 308 to Buyer or Seller regarding said funds.

309 18.1 **EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW:** Escrow is hereby instructed by Buyer and Seller as follows: (1) Upon your
 310 receipt of a copy of this Agreement marked "rejected" by Seller, or Seller's Agents Firm's written advice that the offer is "rejected" by Seller, you are
 311 to refund all earnest money to Buyer; (2) Upon your receipt of a copy of this Agreement signed by Buyer and Seller establish an escrow account and
 312 proceed with Closing in accordance with the terms of this Agreement. If you determine the transaction cannot be Closed for any reason (whether or
 313 not there is a dispute between Buyer and Seller), you are to hold all earnest money deposits until you receive written instructions from Buyer and
 314 Seller, or a final ruling from a court or arbitrator, as to the disposition of such deposits.

315 19.2 **EARNEST MONEY REFUND TO BUYER:** If (1) Seller does not approve this Agreement; or (2) Seller signs and accepts this Agreement but
 316 fails to furnish marketable title; or (3) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (4) any
 317 condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer; then
 318 all earnest money deposits shall be promptly refunded to Buyer. However, acceptance by Buyer of the refund shall not constitute a waiver of other
 319 legal remedies available to Buyer.

320 19.3 **EARNEST MONEY PAYMENT TO SELLER:** If Seller signs and accepts this Agreement and title is marketable, and (1) Buyer has materially
 321 mis-represented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely make
 322 an wire transfer for Buyer's earnest money; or (3) Buyer fails to complete this transaction in accordance with the material terms of this Agreement,
 323 then Seller, at Seller's option, may terminate this Agreement and all earnest money paid or agreed to be paid shall be paid to Seller as liquidated
 324 damages. The parties expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction in
 325 accordance with the terms of this Agreement would be difficult or impossible to ascertain with any certainty and said earnest money deposit(s) identified
 326 herein shall represent a binding liquidated sum, and it is a fair, reasonable and appropriate pre-estimate of Seller's damages, and is not a penalty. It is
 327 the intention of the parties, the Seller's sole remedy against Buyer for Buyer's failure to close this transaction in accordance with the

Buyer Initials

Date 6/2/21

Seller Initials

Date 6/2/21

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329 material terms of this Agreement shall be limited to the amount of earnest money paid or agreed to be paid herein. Seller's right to recover
330 from Buyer any unpaid earnest money agreed to be paid herein shall be in accordance with the provisions of the Dispute Resolution
Sections below.

331 20.1 CLOSING: Closing shall occur on a date mutually agreed upon between Buyer and Seller, but in no event later than 06/30/2021 ("the Closing
332 Deadline"). The terms "Closed", "Closing" or "Closing Date" shall mean when the deed or contract is recorded and funds are available to Seller. Buyer and
333 Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that date
334 Caveat: Section 5 (Seller-Carried Financing) requires three (3) days prior to the Closing Deadline if Escrow is to prepare a note and a deed of trust or
335 mortgage.

336 20.2 THE CLOSING DISCLOSURE: If the Property will be used, or is expected to be used, as Buyer's primary residence, and lender financing is
337 involved, pursuant to the federal TILA-RESPA Integrated Disclosure Rules ("TRID"), Buyer and Seller will each receive a federally-required
338 document called a "Closing Disclosure" which, among other things, summarizes each party's closing costs. TRID requires the Closing
339 Disclosure must be received by a residential loan borrower at least three (3) business days prior to "consummation" of the transaction, which in
340 most cases in Oregon will be the date on which Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure
341 late in the transaction could result in a delay in Closing to comply with the three business day rule. Such a delay beyond the Closing Deadline
342 could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.

343 20.3 NOTICE REGARDING TITLE INSURANCE COSTS: The manner in which TRID requires title insurance costs to be disclosed differs from the actual
344 costs that may be charged to the parties under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing the actual costs
345 for an owner's policy of title insurance and, where applicable, the lender's policy of title insurance. Seller and Buyer are encouraged to discuss this with
346 Escrow prior to Closing.

347 21. DEED: Seller shall convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's or
348 similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet payable, zoning
349 ordinances, building and use restrictions, recorded valuations in federal patents, easements of record that affect the Property, covenants, conditions and restrictions
350 of record, and those matters accepted by Buyer pursuant to Section 7 (Title Insurance). If Buyer's title will be held in the name of more than one person see
351 Section 30 (Offer to Purchase) regarding forms of co-ownership.

352 22. POSSESSION: Seller shall deliver possession of the Property to Buyer (select one)
353 (1) by 5:00 p.m. on Closing;
354 (2) by _____ [a.m. / p.m.] _____ days after Closing;
355 (3) by _____ [a.m. / p.m.] on the _____ day of _____

DEFINITIONS/INSTRUCTIONS

357 23. DEFINITIONS/INSTRUCTIONS: (1) Buyer and Seller. Any reference to Buyer and Seller in this agreement shall include singular and plural
358 (2) All references in this Sale Agreement to "Agent" and "Firm" shall refer to Buyer's and Seller's real estate agents licensed in the State of Oregon
359 and the respective real estate companies with which they are affiliated.
360 (3) Time is of the essence of this Agreement
361 (4) Except as provided in Section 7 (Title Insurance), above, all written notices or documents, required or permitted under this Agreement to be
362 delivered to Buyer or Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer or Seller. Upon opening of
363 this transaction with the title company identified at Section 16 (Escrow), above, Buyer, Seller, and their respective Agents, where applicable, shall
364 provide escrow with their preferred means of notification (e.g., email or text address, facsimile number, or mailing or personal delivery address, or
365 other), which shall serve as the primary location for receipt of all notices or documents (hereinafter, "Contact Location")
366 (5) Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section, above, are not parties to this Agreement but are subject to Section
367 29.3 (Mediation and Arbitration Involving Agents/Firms)
368 (6) A "business day" shall mean Monday through Friday, except recognized state and/or federal holidays
369 (7) Any reference in the Agreement to a specific time shall refer to the time in the time zone where the Property is located
370 (8) "Agreement" or "sale agreement" collectively shall be defined as this real estate sale agreement in its entirety and includes any written offer,
371 counter offer, or addendum in any form or language that adds to, amends or otherwise modifies this real estate sale agreement that has been signed
372 and accepted in accordance with the requirements of item 8 herein

Buyer Initials [Signature] Date 6/2/21

Seller Initials [Signature] Date 6/2/21

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375 (9) The phrase "signed and accepted" in the printed text of this Sale Agreement, or any addendum or counter offer, however designated
 374 (collectively, "the Agreement" or "the Sale Agreement"), shall mean the date and time either the Seller and/or Buyer has/have: (a) Signed their
 375 acceptance of the Agreement received from the other party, or their Agents, ~~and~~ (b) Transmitted it to the sending party, or their Agent, either by
 376 manual delivery ("Manual Delivery"), facsimile or electronic mail (collectively, "Electronic Transmission") When the Agreement is "signed and
 377 accepted" as defined herein, the Agreement becomes legally binding on Buyer and Seller, and neither has the ability to withdraw their offer or
 378 counter offer, as the case may be.

379 (10) The sending of a signed acceptance of the Agreement via Electronic Transmission from one party or their Agent, to the other party, or their
 380 Agent, shall have the same effect as Manual Delivery of the signed original. If the parties intend to use any other method for transmitting a signed
 381 offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 15 (Additional
 382 Provisions) of this Sale Agreement.

383 (11) Time calculated in days after the date Buyer and Seller have signed and accepted this Agreement shall start on the first full business day after
 384 the date they have signed and accepted it.

385 (12) This Agreement is binding upon the heirs, personal representatives, successors and assigns of Buyer and Seller. However, Buyer's rights under
 386 this Agreement or in the Property are not assignable without prior written consent of Seller.

387 (13) This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same document.

388 (14) Unless a different time is specified in the Agreement, all deadlines for performance, measured in business or calendar days, shall terminate as
 389 of 5:00 p.m. on the last day of that deadline, however designated.

390 (15) Notice, as used in this Agreement and any document relating to this Agreement, "Notice" shall mean the providing of a true and accurate copy
 391 of the document to the other party or their Agent. Notice shall be deemed delivered as of (a) the date and time the notice is sent by email or fax, (b)
 392 the time the notice is personally delivered to either the Agent or the Agent's Office, or (c) three (3) calendar days after the date the notice is mailed.

393 24. APPROVED USES: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING
 394 STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS WHICH, IN FARM OR FOREST ZONES, MAY NOT
 395 AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS
 396 DEFINED IN ORS 30.930. IN ALL ZONES, BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE
 397 SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11,
 398 CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8,
 399 OREGON LAWS 2010, BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT. THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY
 400 SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THE UNIT OF LAND BEING TRANSFERRED
 401 IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010. TO VERIFY THE APPROVED USES OF THE LOT OR
 402 PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING
 403 PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS
 404 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

405 25. IRC 1031 EXCHANGE: In the event Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with
 406 them, and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the Close of escrow or cause additional
 407 expense or liability to the cooperating party. Unless otherwise provided herein, this provision shall not become a contingency to the Closing of this transaction.

408 26. LEVY OF ADDITIONAL PROPERTY TAXES: The Property (check one) is is not specially assessed for property taxes (e.g., farm, forest or other)
 409 in a way resulting in the levy of additional taxes in the future. If it is specially assessed, Seller represents the Property is current as to income or other
 410 conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this transaction, the Property either is disqualified from
 411 special use assessment or loses its deferred property tax status, unless otherwise specifically provided in this Agreement, Buyer shall be responsible for and
 412 shall pay when due, any deferred and/or additional taxes and interest levied against the Property and shall hold Seller completely harmless therefrom.
 413 However, if as a result of Seller's actions prior to Closing, the Property either is disqualified from its entitlement to special use assessment or loses
 414 its deferred property tax status, Buyer may, at Buyer's sole option, promptly terminate this transaction and receive a refund of all deposits paid by Buyer in
 415 anticipation of Closing, or Close this transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest that may be
 416 levied or recaptured against the Property and shall hold Buyer completely harmless therefrom. The preceding shall not be construed to limit Buyer's or Seller's
 417 available remedies or damages arising from a breach of this Section 26 (Levy of Additional Property Taxes).

Buyer Initials [Signature] Date 1/2/21Seller Initials [Signature] Date 1/2/21

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 VACANT LAND REAL ESTATE SALE AGREEMENT- Page 9 of 11 OREF 008



DISPUTE RESOLUTION

418 27. FILING OF CLAIMS: All claims, controversies and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or
 419 interpretation of this Sale Agreement (including those for rescission), as well as those relating to the validity or scope of the Sale Agreement, and all
 420 matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of rights of arbitration
 421 (hereinafter collectively referred to as "Claims"), shall be exclusively resolved in accordance with the procedures set forth herein, which shall survive
 422 Closing or earlier termination of this transaction. All Claims shall be governed exclusively by Oregon law, and venue shall be placed in the county
 423 where the real property is situated. Filing a Claim for arbitration shall be treated the same as filing in court for purposes of meeting any applicable
 424 statutes of limitation or statute of ultimate repose, and for purposes of filing a *lis pendens*. BY CONSENTING TO THE PROVISIONS HEREIN, BUYER AND
 425 SELLER ACKNOWLEDGE THEY ARE GIVING UP THE CONSTITUTIONAL RIGHT TO HAVE CLAIMS TRIED BY A JUDGE OR JURY IN STATE OR FEDERAL
 426 COURT, INCLUDING ALL ISSUES RELATING TO THE ARBITRABILITY OF SAID CLAIMS.

427 28. EXCLUSIONS: The following shall not constitute Claims: (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract
 428 or recorded construction lien, (2) A forcible entry and detainer action (eviction); (3) If the matter is exclusively between REALTORS® and is
 429 otherwise required to be resolved under the Professional Standards Ethics and Arbitration provisions of the National Association of REALTORS®,
 430 (4) If the matter relates to a commission or fee with an Agent or Firm, and the written listing, service or fee agreement with Buyer or Seller
 431 contains a mandatory mediation and/or arbitration provision; and (5) Filing in court for the issuance of provisional process described under the
 432 Oregon Rules of Civil Procedure, provided, however, such filing shall not constitute a waiver of the right or duty to utilize the dispute resolution
 433 procedures described herein for the adjudication of any Claims.

434 29.1 SMALL CLAIMS BETWEEN BUYER AND SELLER: All Claims between Buyer and Seller within the jurisdiction of the Small Claims
 435 Court of the county in which the property is located, shall be brought and decided there, in lieu of mediation, arbitration or litigation in any other
 436 forum. Notwithstanding ORS 46.455(3), neither Buyer nor Seller shall have a right to request a jury trial and so remove the matter from the Small
 437 Claims Department of the Circuit Court, A Judgment in Small Claims Court is final and binding and there is no right of appeal.

438 29.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER: If Buyer's and/or Seller's Agent is a member of the National Association
 439 of REALTORS®, all Claims shall be submitted to mediation as offered by the local Realtor Association, if available. If mediation is not available
 440 through the Agent's Realtor® organization, then all Claims shall be submitted to mediation through the program administered by Arbitration Service
 441 of Portland ("ASP"). All Claims that have not been resolved by mediation as described herein shall be submitted to final and binding arbitration in
 442 accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller shall be entitled to recovery of all
 443 reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party shall not be
 444 entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or judge, if applicable) the prevailing party
 445 offered or agreed in writing to participate in mediation prior to, or promptly upon, the filing for arbitration.

446 29.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS: All Claims that include Agents or their Firms shall be resolved in
 447 accordance with the mediation and arbitration process described in Section 29.2 (Mediation and Arbitration Between Buyer and Seller) above, and
 448 if applicable, the prevailing party shall be entitled to an award of attorney fees, filing fees, cost, disbursements and mediator and arbitrator fees, as
 449 provided therein.

SIGNATURE INSTRUCTIONS

451 30. OFFER TO PURCHASE: Buyer offers to purchase the Property upon the terms and conditions set forth in this Agreement. Buyer
 452 acknowledges receipt of a completely filled in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges
 453 Buyer has not relied upon any oral or written statements, made by Seller or any Agents that are not expressly contained in this Agreement. Neither
 454 Seller nor any Agent(s) warrant the square footage of any structure or the size of any land being purchased. If square footage or land size is a
 455 material consideration, all structures and land should be measured by Buyer prior to signing, or should be made an express contingency in this
 456 Agreement.

457 Deed or contract shall be prepared in the name of to be provided by Buyer in escrow.

458 Co-Ownership Note: Buyer should secure advice from an expert or attorney regarding different forms of co-ownership and rights of survivorship.
 459 Agents are not qualified to provide advice on these issues. Once the form of ownership is determined, Buyer should promptly notify Escrow.

460 This offer shall automatically expire on (insert date) May 31, 2021 at 5 PM (the "Offer Deadline"), if not
 461 accepted by that time. Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This
 462 offer may be accepted by Seller only in writing.

463 Buyer Jerry Valencia Date 6/2/2021 7:50 a.m.

464 Buyer Julie Valencia Date 6/2/21 7:57 a.m.

Buyer Initials JV Date 6/2/21

Seller Initials MN Date 6/2/21

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LINES WITH THIS SYMBOL — REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE

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OREF 006

VACANT LAND REAL ESTATE SALE AGREEMENT-Page 10 of 11



Sale Agreement # 20210526

465 This offer was delivered/transmitted to Seller for signature on (insert date) _____ at _____ a.m. / p.m.
466 By _____ (Agent's presenting offer)

467 31. AGREEMENT TO SELL / ACKNOWLEDGEMENTS / DISPOSITION OF EARNEST MONEY: Seller accepts Buyer's offer. Seller acknowledges
468 receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands. Seller acknowledges Seller has not
469 relied upon any oral or written statements of Buyer or of any Agent(s) that are not expressly contained in this Agreement.

470 Seller Lookout Point LLC Date 4/2/21 _____ a.m. / p.m. ←

471 Seller _____ Date _____ a.m. / p.m. ←

472 Note: If delivery/transmission occurs after the Offer Deadline identified at Section 30 (Offer to Purchase), above, it will not
473 become binding upon Seller and Buyer unless the parties agree to extend said Deadline by an Addendum, Counter offer, or other
474 writing, jointly signed by the parties. The parties' failure to do so shall be treated as a rejection under Section 32 (Seller's
475 Rejection), below, and this transaction shall be automatically terminated.

476 32. SELLER'S REJECTION/COUNTER OFFER (select only one): Seller does not accept the above offer but makes the attached counter offer;
477 Seller rejects Buyer's offer

478 Seller _____ Date _____ a.m. / p.m. ←
Lookout Point LLC

479 Seller _____ Date _____ a.m. / p.m. ←

480 NO CHANGES OR ALTERATIONS ARE PERMITTED TO ANY PORTION OF THE PRE-PRINTED FORMAT OR TEXT OF THIS FORM. ANY
481 SUCH PROPOSED CHANGES OR ALTERATIONS SHOULD BE MADE ON A SEPARATE DOCUMENT. CHANGES BY BUYER'S OR
482 SELLER'S AGENT TO THE TERMS OR PROVISIONS ABOVE BUYER'S SIGNATURE SHOULD ALSO BE ON A SEPARATE DOCUMENT.

Buyer Initials [Signature] Date 4/2/21

Seller Initials [Signature] Date 4/2/21

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VACANT LAND REAL ESTATE SALE AGREEMENT- Page 11 of 11 OREF 008

EXHIBIT A

A parcel of land in Lane County, Oregon described as follows: Beginning at the northwest corner of Lot 17, Sunridge First Addition, recorded in Lane County, Oregon official records, reception number 2005-008200; thence South $17^{\circ}48'00''$ West 253.00 feet along the west line of said Sunridge First Addition to the southwest corner of Lot 19 thereof; thence, North $73^{\circ}16'37''$ West 21.66 feet along the northern right-of-way line of Wetleau Drive to a point marked by a reinforcing rod; thence, South $16^{\circ}43'23''$ West 154.73 feet to a reinforcing rod on the northerly line of the former Southern Pacific Railroad Company right of way as surveyed and monumented in that survey filed at the office of the Lane County Surveyor under No. 31330; thence 364.06 feet, more or less, along said northerly line as it follows the arc of a curve to the right having a radius of 5579.56 feet, to the southeast corner of Hem Subdivision, as recorded August 26, 2003 as document no. 2003-082234; thence northerly along the east line of said Hem Subdivision 392.72 feet, more or less, to the northeast corner thereof; thence along the southerly line of those certain parcels surveyed in that survey filed at the Office of the Lane County Surveyor under No. 25662 South $73^{\circ}16'39''$ East 341.74 feet, more or less, to a 1/2 inch iron pipe; thence northerly 20.00 feet, more or less, to a reinforcing rod; thence South $73^{\circ}16'39''$ East 167.39 feet, more or less, to the point of beginning, and excepting therefrom the area lying within the right-of-way of Wetleau Drive.



WALLA WALLA, WA 99362
(800) 273-5333

1151783

REMITTER: JERRY L VALENCIA

Date 6/02/21

PAY TO THE ORDER OF CASCADE ESCROW

EXACTLY **30,000 AND 00/100 DOLLARS

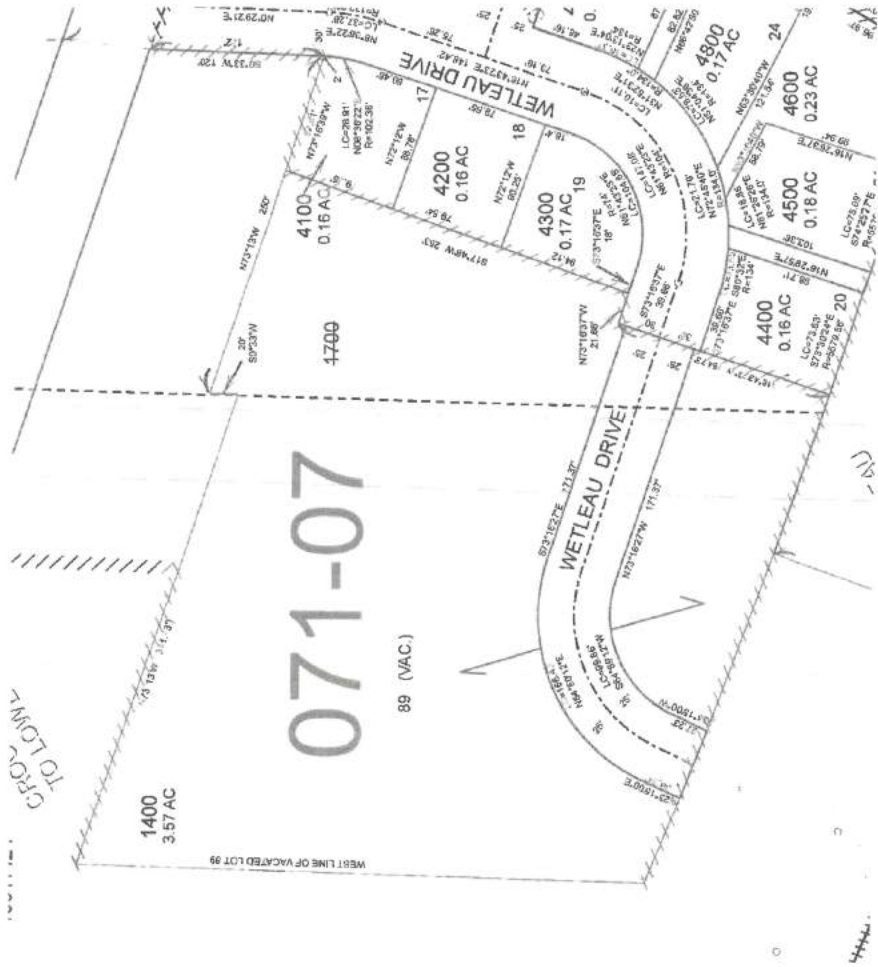
\$ *****30,000.00

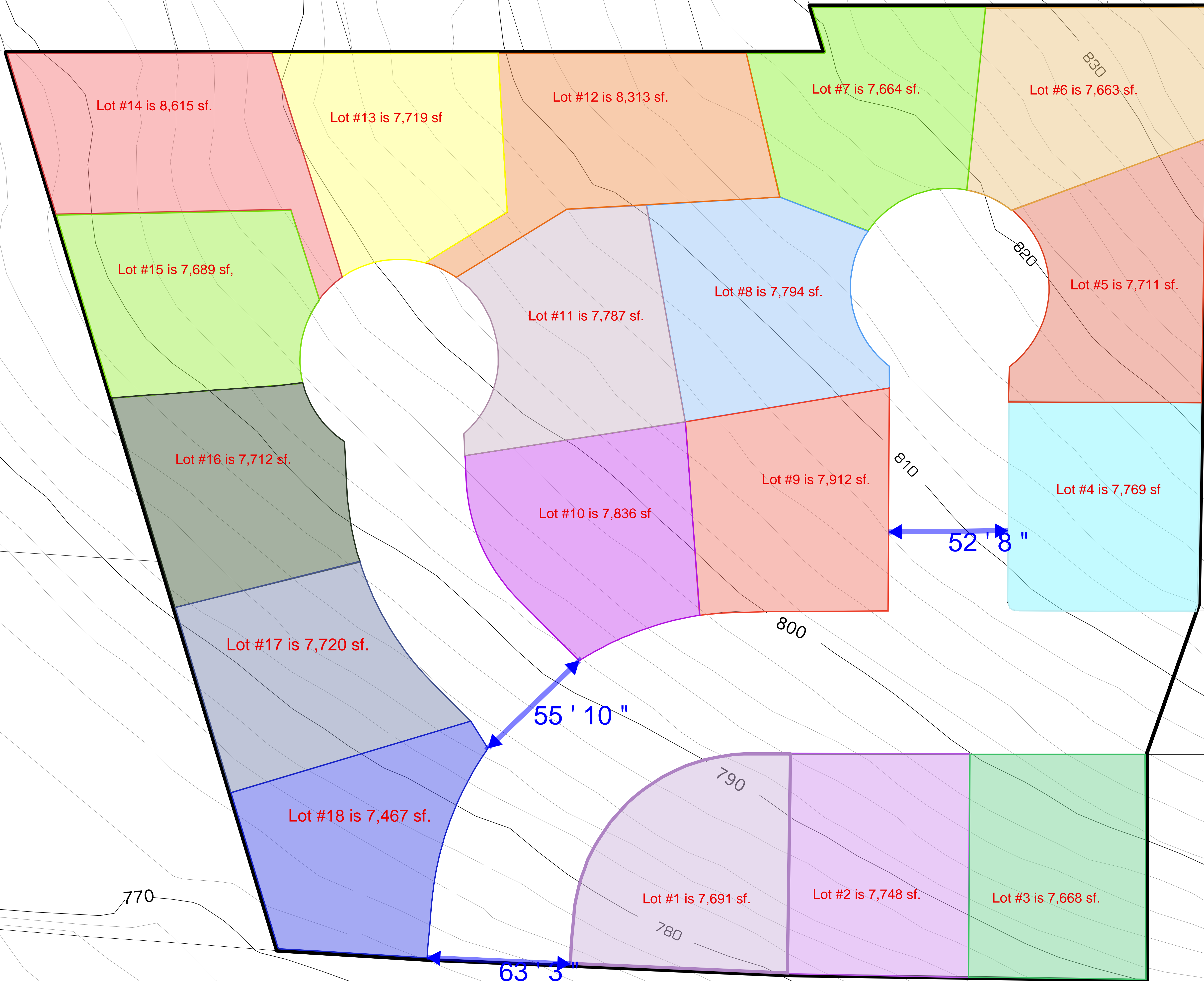
CASHIER'S CHECK

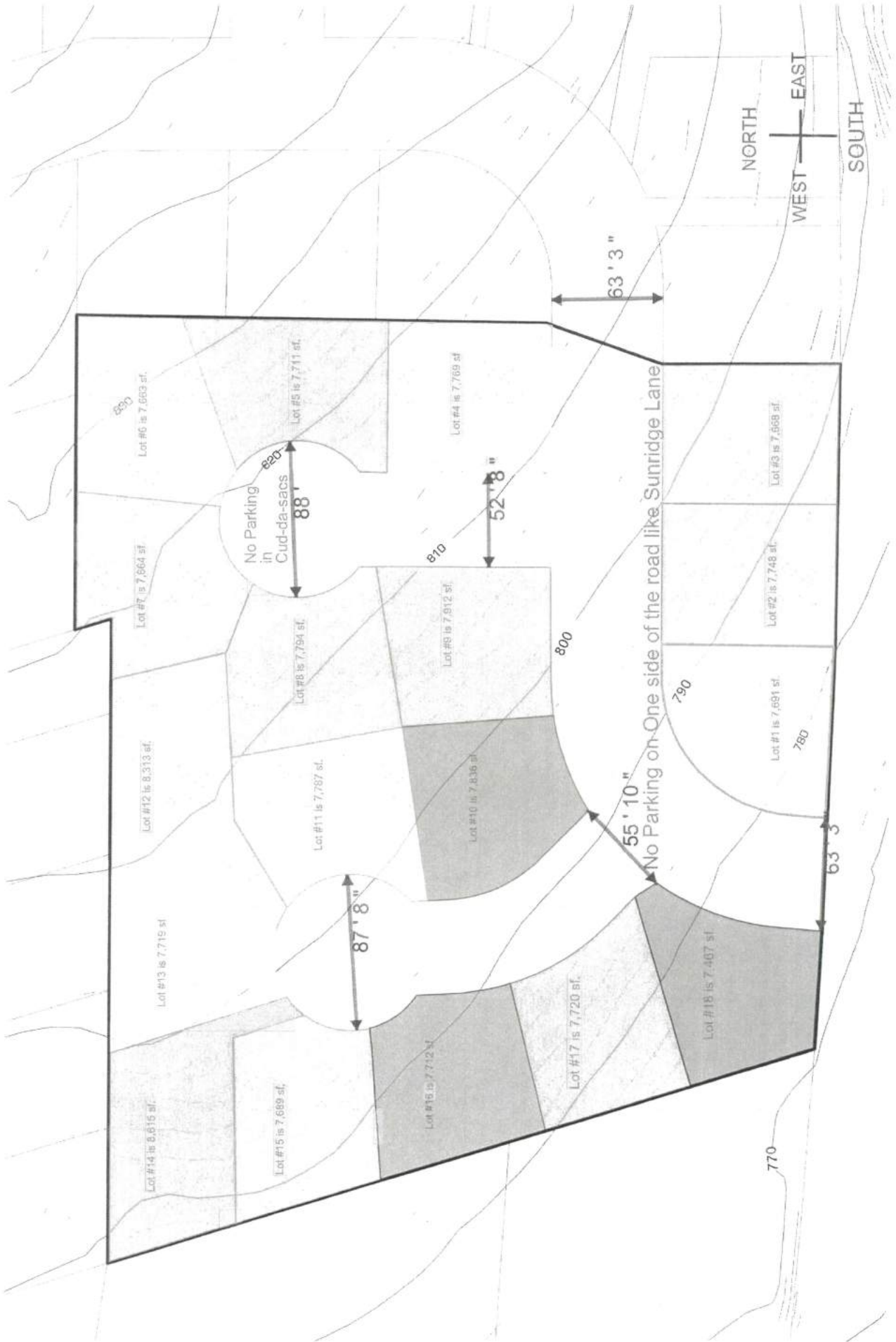
THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED, OR STOLEN.

AUTHORIZED SIGNATURE
Alvaro J. Soria

⑈0001151783⑈ 1:3233?1076⑆ 0100450021⑈







NORTH
WEST — EAST
SOUTH

No Parking on One side of the road like Sunridge Lane

No Parking in Cud-da-sacs

770

830

790

780

800

810

820

87' 8"

88'

52' 8"

55' 10"

63' 3"

63' 3"



City of Lowell
 PO Box 490 | 107 East 3rd St.
 Lowell, OR 97452
 (541) 937-2157
 www.ci.lowell.or.us

XBP Confirmation Number: 109421702

▶ Transaction detail for payment to City of Lowell.		Date: 11/08/2021 - 10:32:35 AM MT	
Transaction Number: 160094601PT VisaXXXX-XXXX-XXXX-1785 Status: Successful			
Account #	Item	Quantity	Item Amount
	Land Use Permit	1	\$3374.00
Notes: map # 1901413037001400			

TOTAL: \$3374.00

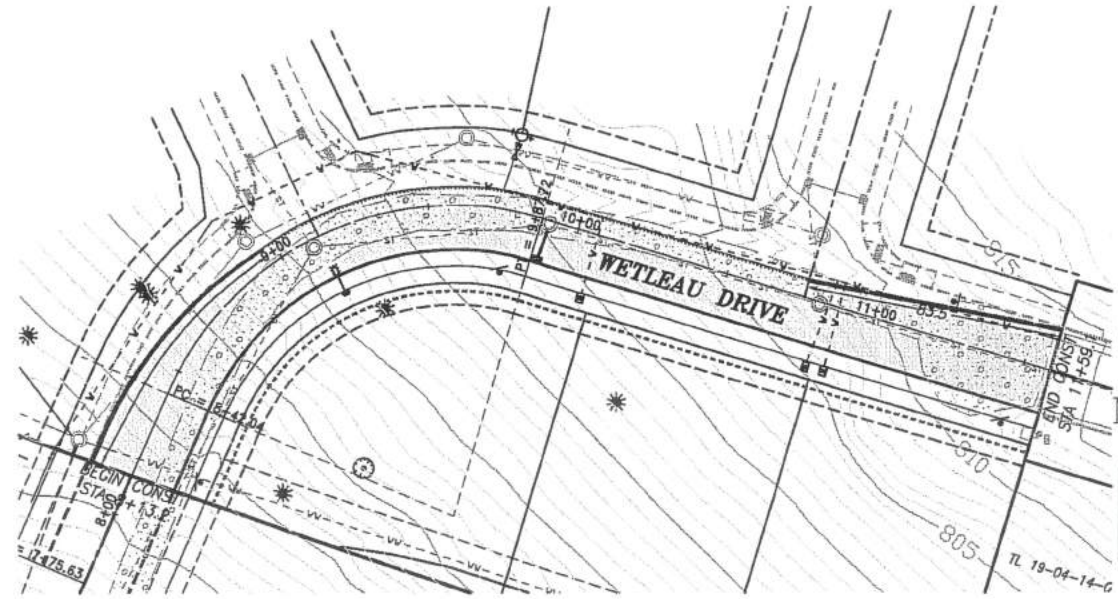
Billing Information
 Jerry Valencia
 , 97452

Transaction taken by: sdragt

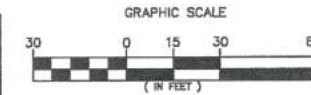
GENERAL CONSTRUCTION NOTES:

- CONSTRUCTION SHALL CONFORM TO THE CITY SPECIFICATIONS "CITY OF LOWELL PUBLIC WORKS CONSTRUCTION STANDARDS" (FEBRUARY 2003 EDITION) AND THE APWA 2008 OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION. WHERE THE TWO SPECIFICATIONS ARE IN CONFLICT, CONTACT THE CITY FOR RESOLUTION.
- PRIME CONTRACTOR SHALL ARRANGE AND CONDUCT A PRE-CONSTRUCTION MEETING WITH ALL AFFECTED PARTIES INCLUDING, BUT NOT LIMITED TO, THE PUBLIC WORKS DIRECTOR, CITY ENGINEER, ALL UTILITY COMPANY REPRESENTATIVES AND SUBCONTRACTORS.
- ALL REFERENCES TO THE CITY SHALL MEAN: CITY OF LOWELL PUBLIC WORKS DEPARTMENT. THE DIRECTOR OF PUBLIC WORKS, CITY ENGINEER OR AN AUTHORIZED REPRESENTATIVE SHALL INSPECT THE CONTRACTOR'S WORKMANSHIP AND MATERIAL TO ENSURE COMPLIANCE WITH THE PLANS AND SPECIFICATIONS.
- THE CONTRACTOR SHALL REPLACE ANY AND ALL SURVEY MONUMENTS WHICH ARE AFFECTED BY THE CONSTRUCTION. ALL MONUMENTS SHALL BE RESET BY A LICENSED LAND SURVEYOR.
- THE CONTRACTOR SHALL PROVIDE THE CITY WITH A ONE YEAR WRITTEN WARRANTY. WARRANTY PERIOD SHALL BEGIN UPON FINAL ACCEPTANCE OF THE IMPROVEMENTS BY THE CITY.
- PIPE BEDDING MATERIAL FOR ALL PIPE INSTALLATIONS SHALL MEET THE APPROVAL OF THE CITY AND DESIGN ENGINEER. CLASS "B" BACKFILL MATERIAL SHALL BE USED IN ALL TRENCHES IN PUBLIC STREETS AND RIGHTS-OF-WAY.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN, AND FURNISH TO THE OWNER AND CITY ACCEPTABLE COMPACTION TESTS FOR THIS PROJECT.
- UNLESS OTHERWISE SPECIFIED, MINIMUM COMPACTION SHALL BE 95% MAXIMUM DENSITY AS DETERMINED BY THE STANDARD PROCTOR TEST, AASHTO T-99.
- 14 GAUGE COPPER TONE WIRE APPROVED FOR DIRECT BURY SHALL BE PLACED IN ALL TRENCHES.
- THE CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES FOR LOCATIONS OF MAINLINE AND SERVICE LOCATIONS PRIOR TO DIGGING. UTILITIES WHICH ARE DAMAGED AND WERE MARKED PROPERLY WILL BE REPAIRED BY THE CONTRACTOR. THOSE UTILITIES WHICH WERE UNMARKED OR IMPROPERLY MARKED WILL BE PAID FOR BY THE OWNER OF THE AFFECTED UTILITY. CONTRACTOR SHALL CONTACT OREGON UTILITY NOTIFICATION CENTER AT LEAST 48 HOURS PRIOR TO CONSTRUCTION AT 1-800-332-2344.
- THE CITY OF LOWELL PUBLIC WORKS IS TO BE NOTIFIED 48 HOURS PRIOR TO THE START OF ANY PHASE OF CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY, INCLUDING WATER, STORM SEWER, OR SANITARY SYSTEMS, TELEPHONE: (541) 937-2776.
- THE CONTRACTOR SHALL PROVIDE ALL TRAFFIC CONTROL DEVICES NECESSARY TO PROTECT AND SAFEGUARD THE PUBLIC AND WORKERS AGAINST INJURY AND PROTECT THE WORK AGAINST DAMAGE. ALL TEMPORARY TRAFFIC CONTROL SIGNING AND DEVICES SHALL BE IN PLACE PRIOR TO BEGINNING WORK. ALL TRAFFIC CONTROL SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD), 2009 EDITION, AS SUPPLEMENTED AND AMENDED BY THE OREGON SUPPLEMENTS. FLAGGING SHALL BE PERFORMED AS SHOWN IN THE OREGON STATE HIGHWAY DIVISION HANDBOOK, "OREGON TEMPORARY TRAFFIC CONTROL HANDBOOK", 2006 EDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REQUIRED TRAFFIC CONTROL AS FIELD CONDITIONS WARRANT. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN AT THE PRE-CONSTRUCTION MEETING FOR CITY REVIEW AND APPROVAL.

WETLEAU DRIVE EXTENSION PUBLIC IMPROVEMENTS LOWELL, OREGON



VICINITY MAP
NTS

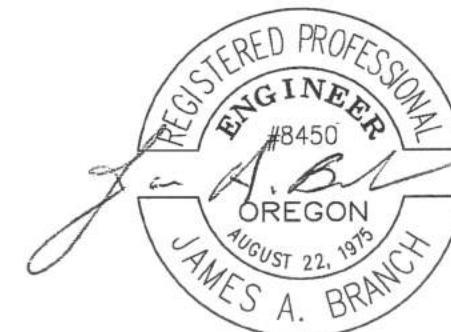


LEGEND

- PROPOSED WASTEWATER PIPE
- PROPOSED STORM PIPE
- PROPOSED CURB AND GUTTER
- PROPOSED SIDEWALK
- CURB AND GUTTER CONST CONCURRENTLY
- SIDEWALK CONST CONCURRENTLY W/ PROJECT
- - - PRELIMINARY WASTE WATER PIPE
- - - PROPOSED WATER LINE
- FUTURE CURB AND GUTTER
- FUTURE SIDEWALK
- EX GRAVEL
- EX CURB AND GUTTER
- EX ASPHALT
- EX STORM DRAIN PIPE
- EX WASTEWATER PIPE
- PROPOSED CURB INLET
- PROPOSED SIGN
- PROPOSED BOX FOR FUTURE WATER METER
- PRELIMINARY WASTEWATER MANHOLE
- PROPOSED WATER VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED STREET LIGHT
- EX MANHOLE, WASTEWATER & STORM DRAIN
- EX CATCH BASIN
- EX WATER METER
- EX CATV PEDESTAL
- EX TELEPHONE PEDESTAL
- EX WATER VALVE
- EX DECIDUOUS TREE
- EX CONIFEROUS TREE
- EX GRAVEL ROAD

SHEET INDEX

- 1.....COVER SHEET
- 2.....TYPICAL SECTIONS
- 3.....PLAN VIEW
- 4.....PROFILE VIEW
- EC1.....EROSION CONTROL PLAN
- D1 THRU D12.....DETAILS

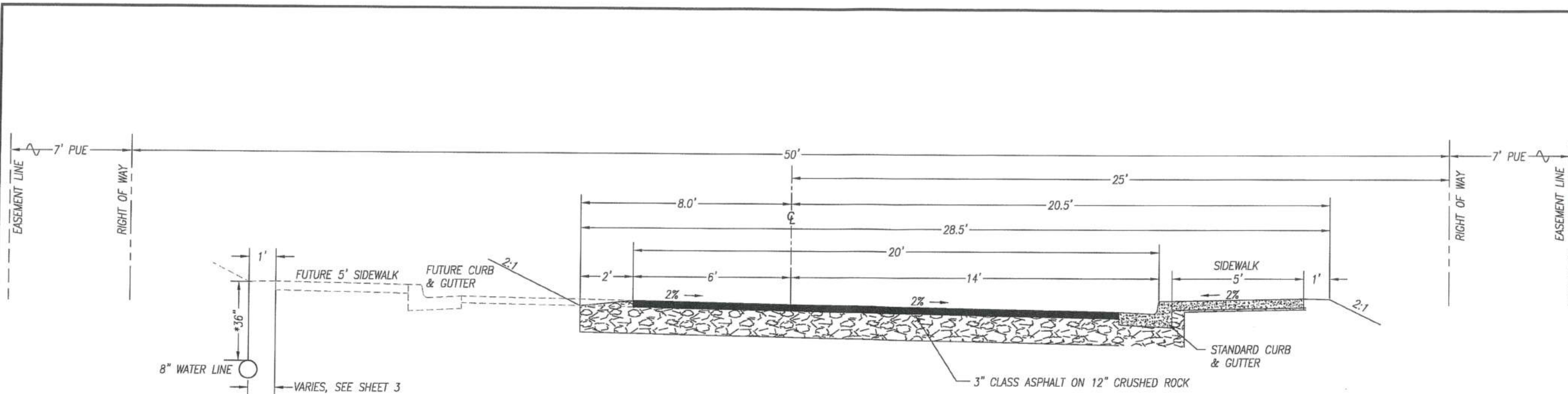


Expires: December 31, 2011

OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THESE RULES FROM THE CENTER BY CALLING 503-232-1987. IF YOU HAVE ANY QUESTIONS ABOUT THE RULES, YOU MAY CONTACT THE CENTER. YOU MUST NOTIFY THE CENTER AT LEAST TWO BUSINESS DAYS BEFORE COMMENCING AN EXCAVATION; CALL 503-246-6699.

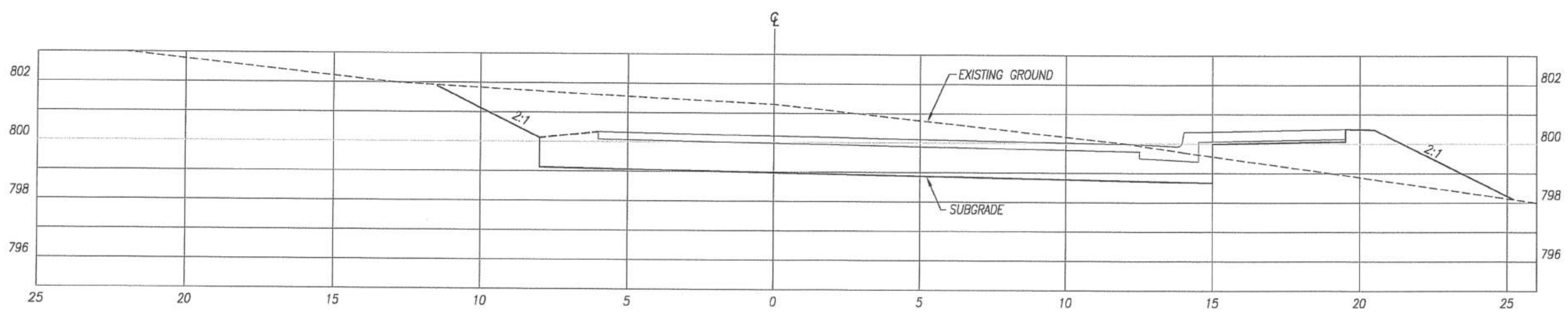
TAX MAP 19-01-14-00-D001 TAX LOT 1400

REVISIONS	DATE:	REVISION DESCRIPTION:
AGENCY APPROVALS		
PROJECT TITLE: WETLEAU DRIVE EXTENSION PAVING, UTILITIES, LOWELL, OREGON		DESCRIPTION: COVER SHEET
Headquarters: 310 Fifth Street, Springfield, Oregon 97477 (541) 746-0837 Salem Office: 147 Commercial St. NE, Suite 10, Salem, Oregon 97301 (503) 779-8877 www.BranchEngineering.com Civil • Structures • Transportation • Geotechnical • Surveying		
DATE	APRIL 20, 2010	
SCALE	1" = 30'	
DRAWN BY	MLD	
DESIGNER	JB/MLD	
CHECKED BY	JB	
PROJECT NUMBER	10-035	
SHEET NO.	1	
1 OF 17 SHEET(S)		



* INSTALL WATER LINE
A MINIMUM 36" BELOW
FUTURE FINISH GRADE,
NOT 36" BELOW
EXISTING GROUND

TYPICAL SECTION
WETLEAU DRIVE
STA 8+96.5 TO STA 10+75.8
TAPER SECTIONS
STA 8+13.2 TO STA 8+96.5 &
STA 10+75.8 TO STA 11+59.1



CROSS SECTION
STA 10+00



Expires: December 31, 2011

REVISIONS	DATE	REVISION DESCRIPTION	BY:

AGENCY APPROVALS

PROJECT TITLE:
**WETLEAU DRIVE EXTENSION
PAVING, UTILITIES,
LOWELL, OREGON**

DESCRIPTION:
TYPICAL SECTIONS

Branch Engineering, Inc.

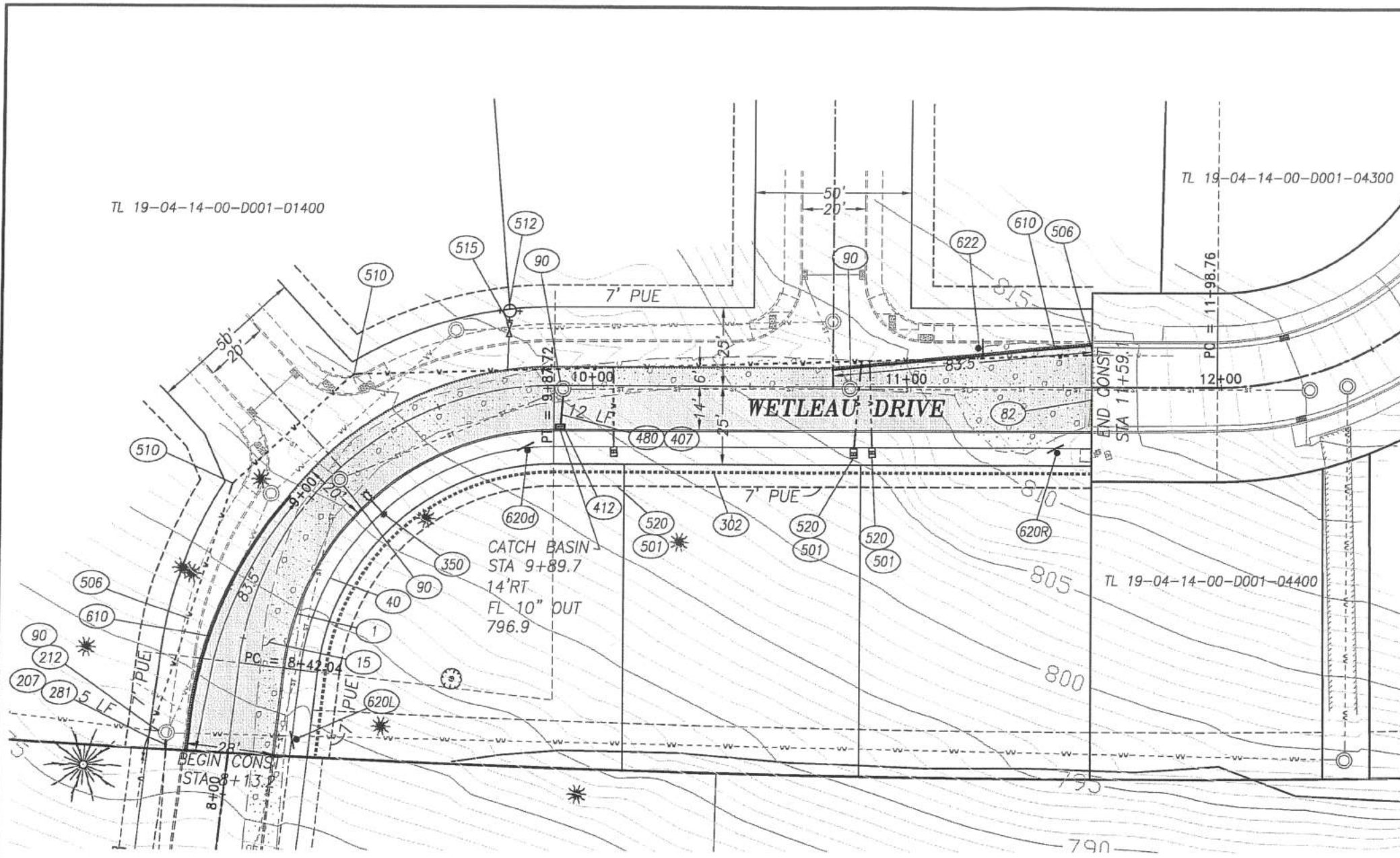
Headquarters
810 Fifth Street
Springfield, Oregon 97477
(541) 746-0837

Salem Office
147 Commercial St. NE,
Suite 10
Salem, Oregon 97301
(503) 779-8577

www.BranchEngineering.com
Civil • Structures • Transportation • Geotechnical • Surveying

DATE	APRIL 20, 2010
SCALE	1" = 20'
DRAWN BY	MLD
DESIGNER	JB/MLD
CHECKED BY	JB
PROJECT NUMBER	10-035

SHEET NO.
2
2 OF 17 SHEET(S)



CONSTRUCTION NOTES

- (1) CONST STANDARD CURB AND GUTTER, E = 6", GUTTER PAN = 18", DETAIL RD700 SHEET D8
- (15) CONST 3" AC ON 12" CRUSHED ROCK, DETAILS ON SHEET 2
- (40) CONST 4" CONCRETE ON 1" CRUSHED ROCK, DETAIL RD720 SHEET D9
- (82) SAWCUT EXISTING ASPHALT
- (90) ADJUST MANHOLE, CONVERT TO FLAT TOP, 48" BARREL, DETAILS 315A, RD342, RD356, SHEETS D1, D4, D5
- (207) CUT INTO EXISTING WASTEWATER MANHOLE BASE & INSTALL NEW WW PIPE AND CONST NEW CHANNEL
- (212) ABANDON EX PIPE OUT TO WEST; PLUG W/ CONCRETE
- (281) CONST 8" WASTEWATER PIPE, TRENCH DETAIL 301 SHEET D1
- (302) CONST JOINT UTILITY TRENCH
- (350) CONST STREET LIGHT; OWNER TO PROVIDE DESIGN TO THE CITY FOR APPROVAL PRIOR TO CONSTRUCTION
- (407) CUT INTO EXISTING STORM DRAIN MANHOLE AND INSTALL NEW PIPE
- (412) CONST TYPE G-1 CATCH BASIN, SEE DETAIL RD364 SHEET D6 & RD366 SHEET D7
- (480) CONST 10" STORM PIPE, TRENCH DETAIL 301 SHEET D1
- (501) INSTALL 3/4" POLYETHYLENE WATER SERVICE LINE, CITY DETAIL 407:1 SHEET D3; PLUG WITH WATER TIGHT CAP AND MARK WITH 14 GA TRACER WIRE
- (506) INSTALL AWWA C900 8" CLASS 150 WATER PIPE, MARK WITH 14 GA TRACER WIRE
- (510) INSTALL DI MJ ELBOW; INSTALL THRUST BLOCKING OR MEGALUG THRUST RESTRAINT; SEE CITY STANDARD DETAIL 401 SHEET D2
- (512) INSTALL 8"x8" TEE PIPE, STD FIRE HYDRANT AND VALVE ASSEMBLY, SEE CITY STD DETAIL 402 SHEET D2
- (515) INSTALL MJxMJxFLANGE 8" DI TEE AND THRUST BLOCKING; AND 8" FLANGExMJ RESILIENT SEATED GATE VALVE W/ VALVE BOX ASSEMBLY, SEE CITY STANDARD DETAIL 403 SHEET D3
- (520) INSTALL AMETEK JUMBO PLASTIC WATER METER BOX; DO NOT INSTALL METER
- (610) CONST 4" WIDE PAVEMENT STRIPING PAINT, WHITE
- (620d) INSTALL R7-1 NO PARKING WITH DOUBLE ARROWS, 12"x18", TYPE R, SIGN AND 4"x 4" WOOD POST, SEE DETAIL LEFT; PER 2009 MUTCD SPECIFICATIONS & DETAILS TM670 & TM671 SHEETS D11 & D12
- (620n) INSTALL R7-1 NO PARKING WITH ONE ARROW LEFT OR RIGHT AS INDICATED, 12"x18", TYPE R, SIGN AND 4"x 4" WOOD POST, SEE DETAIL LEFT; PER 2009 MUTCD SPECIFICATIONS & DETAILS TM670 & TM671 SHEETS D11 & D12
- (622) INSTALL OBJECT MARKER OM3-R, 12"x36", TYPE Y1, SIGN, AND 4"x 4" WOOD POST, SEE DETAIL LEFT; PER 2009 MUTCD SPECIFICATIONS & DETAILS TM670 & TM671 SHEETS D11 & D12

SIGNS

-  OM3-R
12" x 36"
BLACK &
YELLOW
-  R7-1
12"x18"
RED & WHITE



Expires: December 31, 2011

REVISIONS	DATE	REVISION DESCRIPTION	BY

AGENCY APPROVALS

PROJECT TITLE:
**WETLEAU DRIVE EXTENSION
PAVING, UTILITIES,
LOWELL, OREGON**

DESCRIPTION:
PLAN

Branch Engineering, Inc.

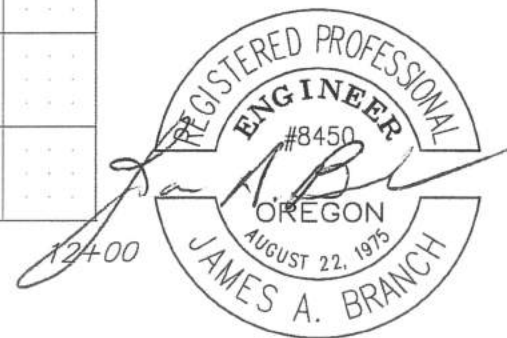
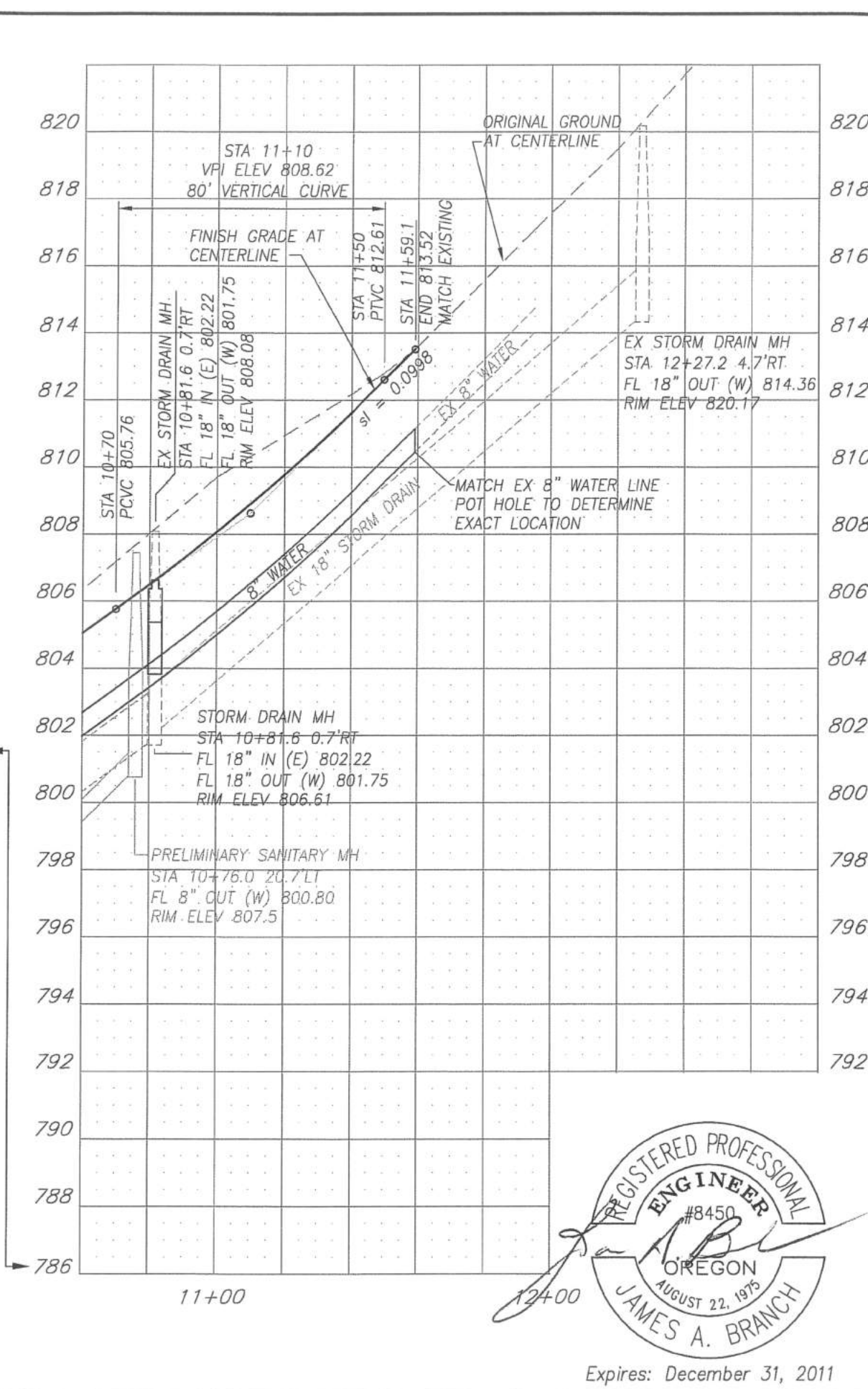
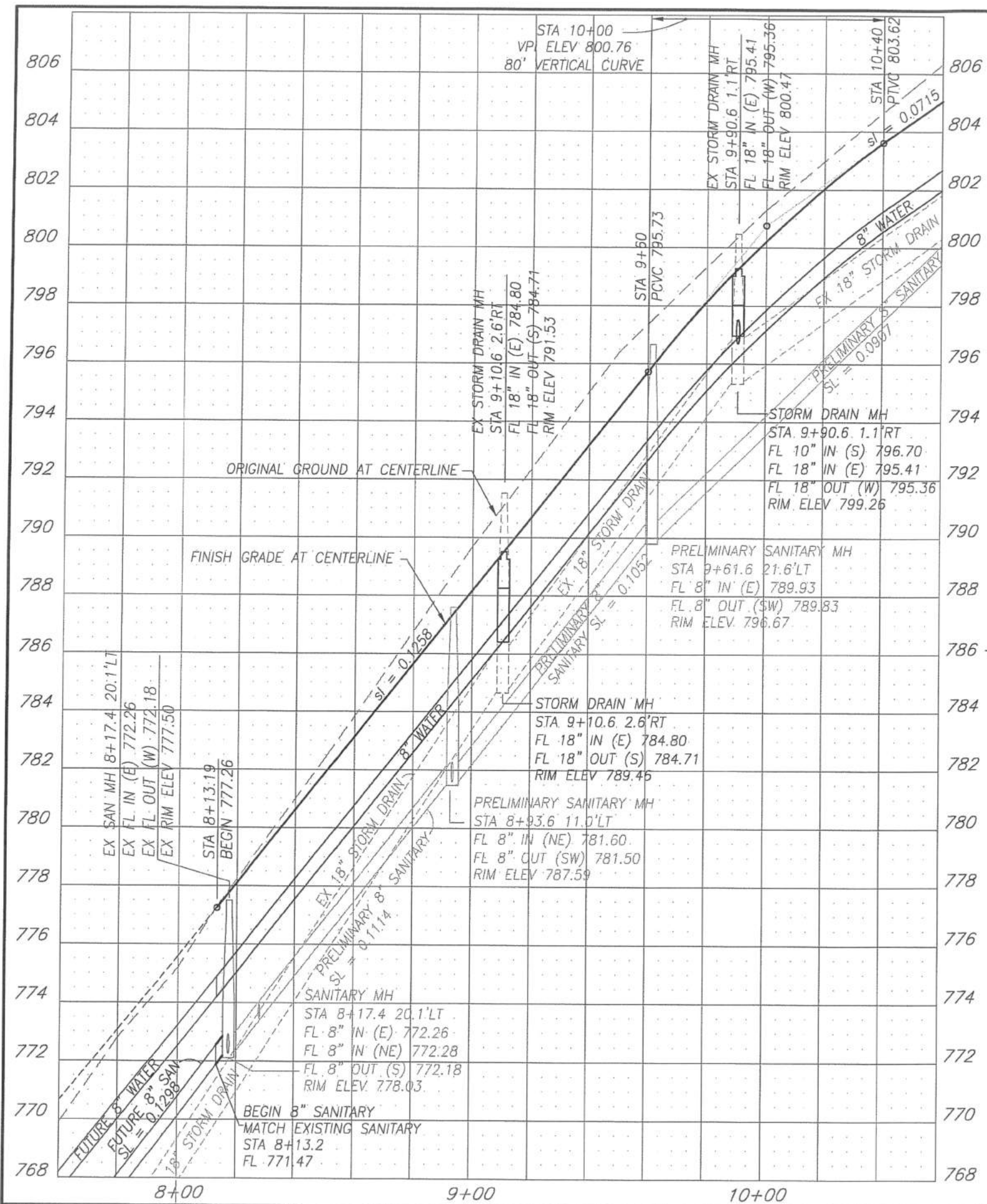
Salem Office
147 Commercial St. NE,
Suite 10
Salem, Oregon 97301
(503) 779-2577

Headquarters
310 Fifth Street
Springfield, Oregon 97477
(541) 746-0887

www.BranchEngineering.com
Civil • Structures • Transportation • Geotechnical • Surveying

DATE	APRIL 20, 2010
SCALE	1" = 20'
DRAWN BY	MLD
DESIGNER	JB/MLD
CHECKED BY	JB
PROJECT NUMBER	10-035

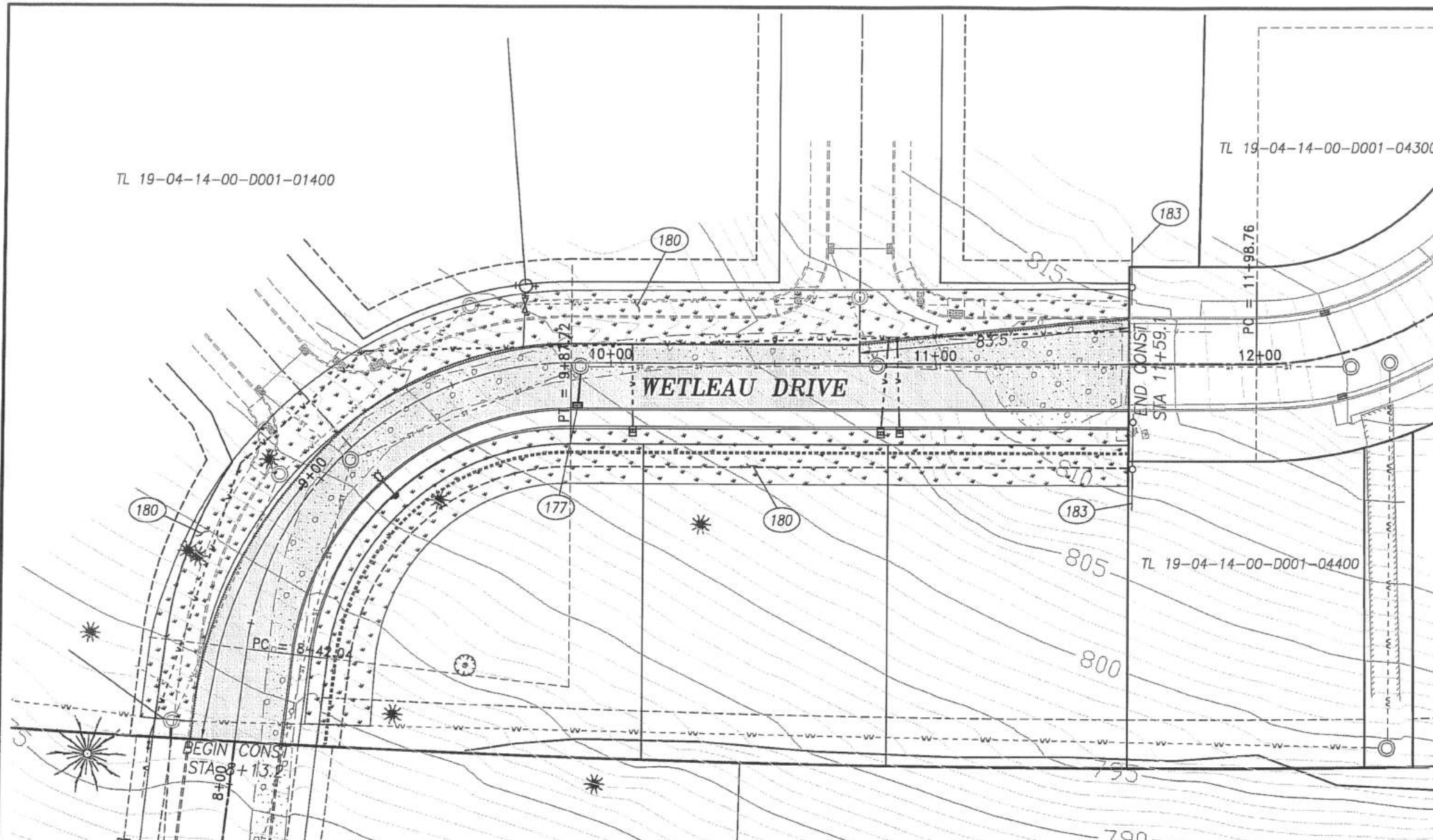
SHEET NO.
3
3 OF 17 SHEET(S)



REVISIONS DATE: _____ BY: _____ DESCRIPTION: _____	
PROJECT TITLE: WETLEAU DRIVE EXTENSION PAVING, UTILITIES, LOWELL, OREGON	
DESCRIPTION: PROFILE	
AGENCY APPROVALS	
Branch Engineering, Inc. Headquarters: 310 Fifth Street, Springfield, Oregon 97477, (541) 746-0687 Salem Office: 147 Commercial St. NE, Suite 10, Salem, Oregon 97301, (503) 770-2577 www.BranchEngineering.com Civil • Structures • Transportation • Geotechnical • Surveying	
DATE	APRIL 20, 2010
SCALE	1" = 20'
DRAWN BY	MLD
DESIGNER	JB/MLD
CHECKED BY	JB
PROJECT NUMBER	10-035
SHEET NO.	4

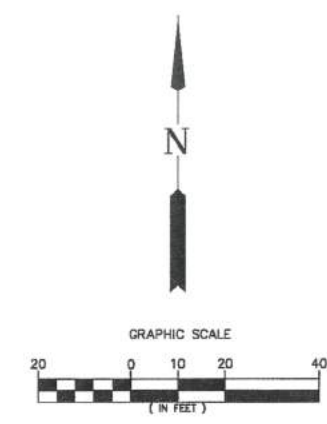
Expires: December 31, 2011

Z:\2010\10-035 WETLEAU EXTENSION\Drawings\Branch dwgs\Public Improvement dwgs\10-035 WETLEAU EXTENSION CIVIL.dwg, 4PROF, 4/20/2010 11:23:16 AM, 1:2



CONSTRUCTION NOTES

- (177) INSTALL CATCH BASIN PROTECTION, PREFABRICATED FILTER INSERT, TYPE 3, STANDARD DRAWING RD1010 SHEET D10
- (180) INSTALL STRAW MULCH FROM EDGE OF ROADWAY TO OUTSIDE OF DISTURBED AREA
- (183) INSTALL ORANGE PLASTIC SAFETY FENCING



NARRATIVE DESCRIPTION

EXISTING SITE CONDITIONS
 WITHIN THE CITY LIMITS, UNDEVELOPED LAND; VEGETATION IS PRIMARILY GRASSES WITH A FEW FIR AND SCRUB OAK TREES. THERE IS AN EXISTING 8" SANITARY SEWER ALONG THE SOUTHERN BOUNDARY AND A EXISTING 18" STORM SEWER WITHIN WETLEAU DRIVE.

DEVELOPED CONDITIONS
 PROPOSED DEVELOPMENT INCLUDE AN 8" WATER LINE AND A 20' WIDE PAVED STREET WITH CURB AND GUTTER AND SIDEWALK ON ONE SIDE. FUTURE DEVELOPMENT INCLUDE A FULL WIDTH 28' WIDE STREET WITH CURB AND GUTTER AND SIDEWALK ON BOTH SIDES AND AN 8" SANITARY SEWER.

TOTAL SITE AREA
 3.89 ACRES

TOTAL DISTURBED AREA
 0.36 ACRES

SITE SOIL CLASSIFICATION

52D HAZELAIR SILTY CLAY LOAM, 7% TO 20% SLOPES
 THIS SOIL IS MODERATELY WELL DRAINED WITH A HIGH HAZARD OF EROSION AND RAPID RUNOFF.

RECEIVING WATER BODIES

DEXTER RESERVOIR

NATURE OF CONSTRUCTION ACTIVITY AND ESTIMATED TIME TABLE

EROSION CONTROL MEASURES - MAY 31, 2010
 EXCAVATION - JUNE 3
 WATER LINE CONSTRUCTION - JUNE 14
 CURB AND GUTTER AND PAVING - JUNE 21
 SIDEWALK - JUNE 28
 CLEAN UP AND FINAL STABILIZATION - JULY 5
 THIS PROJECT WILL BE CONSTRUCTED CONCURRENTLY WITH THE WETLEAU DRIVE CONSTRUCTION PROJECT TO THE WEST

PROJECT LOCATION

CITY OF LOWELL
 LANE COUNTY, OREGON
 LATITUDE 43° 55' 23"
 LONGITUDE 122° 50' 43"

PROPERTY DESCRIPTION

ALL WORK WITHIN LOCAL RIGHT OF WAY AND PUBLIC UTILITY EASEMENTS
 TAX MAP 19S-01W-14-00-DOO1 TAX LOT 1400



Expires: December 31, 2011

REVISIONS	DATE	REVISION DESCRIPTION

AGENCY APPROVALS

PROJECT TITLE:
WETLEAU DRIVE EXTENSION PAVING, UTILITIES, LOWELL, OREGON

DESCRIPTION:
EROSION CONTROL PLAN

Branch Engineering, Inc.

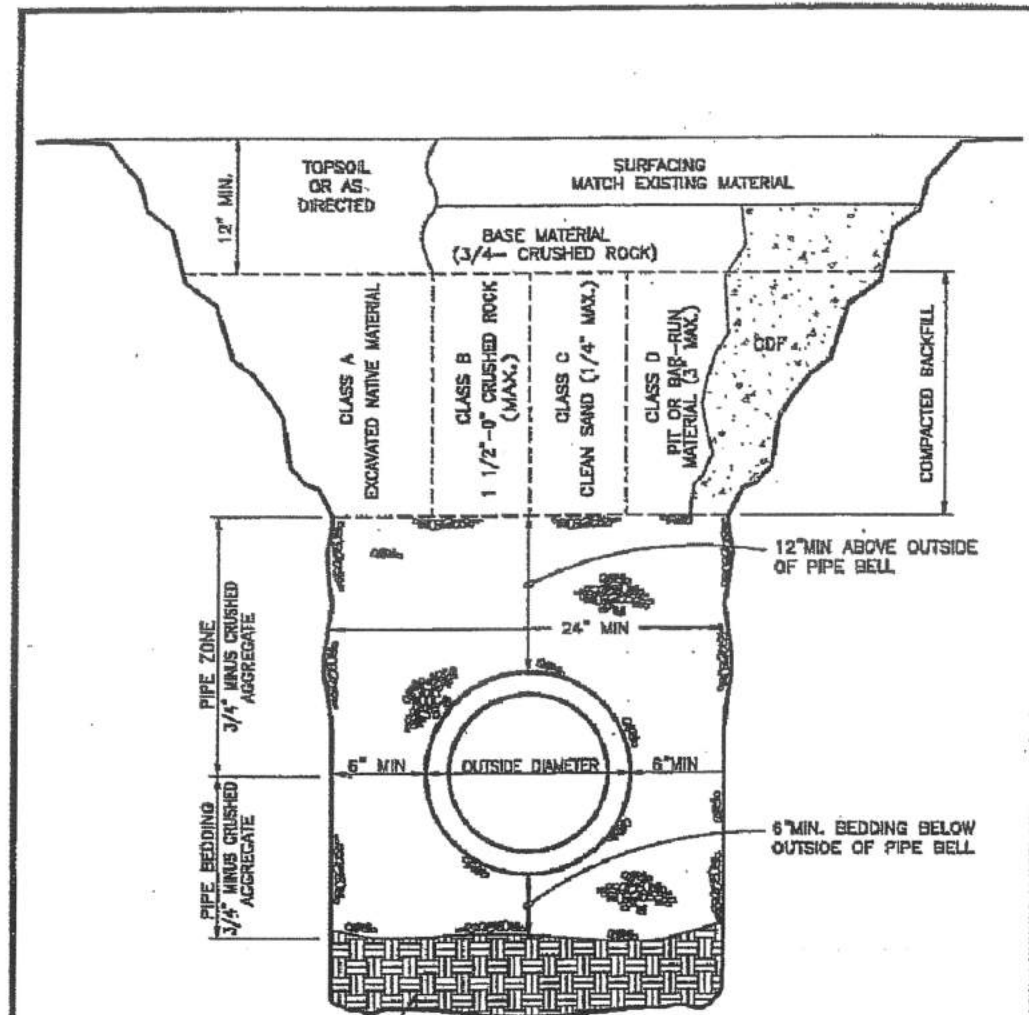
Headquarters: 310 Fifth Street, Springfield, Oregon 97477, (541) 746-0637

Salem Office: 147 Commercial St. NE, Suite 10, Salem, Oregon 97301, (503) 779-2577

www.BranchEngineering.com
 Civil • Structures • Transportation • Geotechnical • Surveying

DATE	APRIL 20, 2010
SCALE	1" = 20'
DRAWN BY	MLD
DESIGNER	JB/MLD
CHECKED BY	JB
PROJECT NUMBER	10-035

SHEET NO.
EC1
 5 OF 17 SHEET(S)

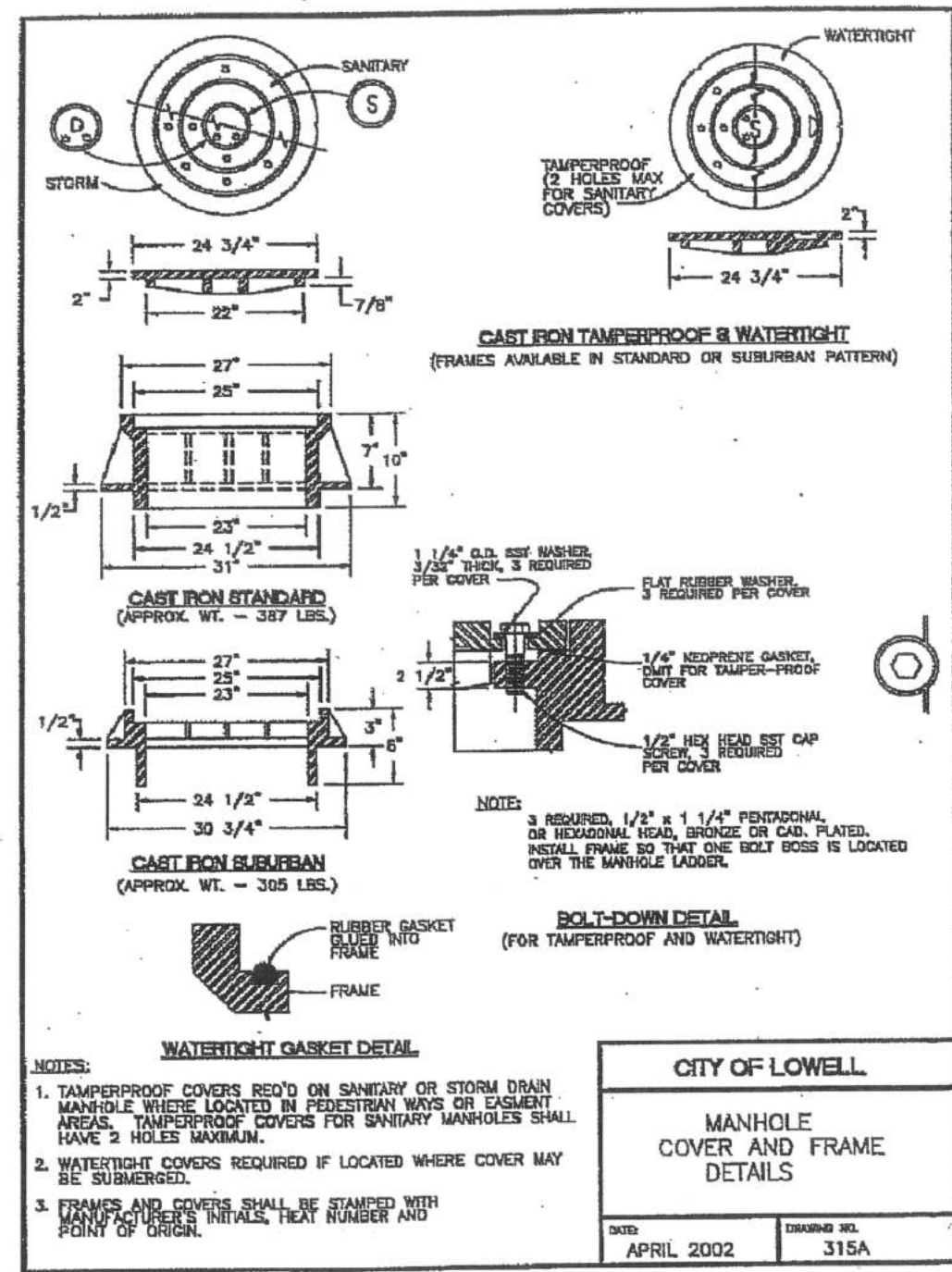


TRENCH FOUNDATION STABILIZATION, AS REQUIRED

NOTE:
SURFACING OF PAVED AREAS SHALL COMPLY WITH STREET CUT STANDARD DRAWING.

CITY OF LOWELL	
TRENCH BACKFILL, BEDDING, AND PIPE ZONE	
DATE: APRIL 2002	DRAWING NO. 301

FILENAME: AP16A0015.DWG



- NOTES:
- TAMPERPROOF COVERS REQ'D ON SANITARY OR STORM DRAIN MANHOLE WHERE LOCATED IN PEDESTRIAN WAYS OR EASMENT AREAS. TAMPERPROOF COVERS FOR SANITARY MANHOLES SHALL HAVE 2 HOLES MAXIMUM.
 - WATERTIGHT COVERS REQUIRED IF LOCATED WHERE COVER MAY BE SUBMERGED.
 - FRAMES AND COVERS SHALL BE STAMPED WITH MANUFACTURER'S INITIALS, HEAT NUMBER AND POINT OF ORIGIN.

CITY OF LOWELL	
MANHOLE COVER AND FRAME DETAILS	
DATE: APRIL 2002	DRAWING NO. 315A

REVISIONS	BY:	DATE:	REVISION DESCRIPTION:

AGENCY APPROVALS

PROJECT TITLE:
**WETLEAU DRIVE EXTENSION
PAVING, UTILITIES,
LOWELL, OREGON**

DESCRIPTION:
DETAILS

Branch Engineering, Inc.

Headquarters
310 Fifth Street
Springfield, Oregon 97477
(541) 748-0857

Salem Office
147 Commercial St. NE
Salem, Oregon 97301
(503) 798-2577

www.BranchEngineering.com
Civil • Structures • Transportation • Geotechnical • Surveying

DATE	APRIL 20, 2010
SCALE	1" = 20'
DRAWN BY	MLD
DESIGNER	JB/MLD
CHECKED BY	JB
PROJECT NUMBER	10-035

SHEET NO.
D1
6 OF 17 SHEET(S)

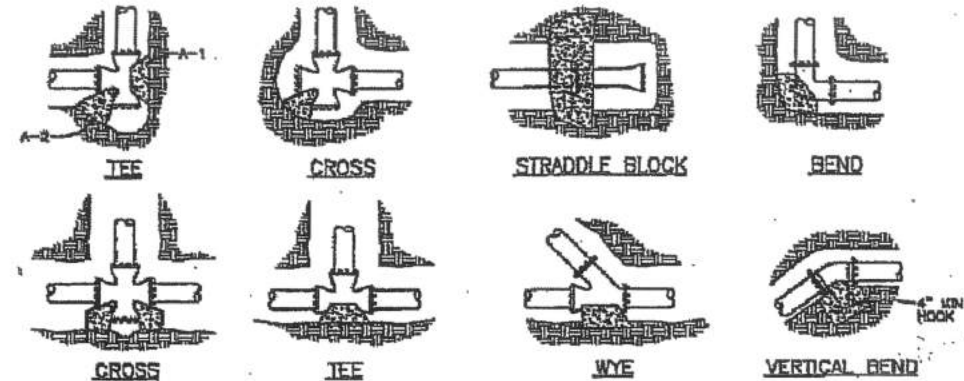
FITTING SIZE	(HORIZONTAL) BEARING AREA OF THRUST BLOCKS IN SQUARE FEET								(VERTICAL) VOLUME OF THRUST BLOCK IN CUBIC YARDS			
	TEE, WYE, DEAD END AND HYDRANT	STRADDLE BLOCK	90° BEND PLUGGED CROSS	TEE PLUGGED ON RUN		45° BEND	22-1/2° BEND	11-1/4° BEND	80° BEND	45° BEND	22-1/2° BEND	11-1/4° BEND
				A-1	A-2							
4	2.0	3.2	2.8	3.8	2.8	2.8	—	—	—	—	—	—
6	4.2	7.4	6.0	8.8	6.0	3.2	2.0	—	2.8	—	—	—
8	7.8	13	10.8	15.2	10.8	5.8	3.0	2.0	4.6	2.8	—	—
10	11.8	20.4	15.8	23.6	18.8	8.2	4.8	3.4	7.4	3.6	—	—
12	17.0	29.4	24.0	34.0	24.0	13.2	6.8	3.4	11.0	5.6	2.4	—
14	23.0	—	32.8	48.0	32.8	17.8	9.2	4.8	15.2	7.8	3.4	—
16	30.0	52.2	43.8	60.8	42.8	23.2	12.0	6.0	18.8	10.2	4.8	1.8
18	38.0	—	54.0	76.0	54.0	28.2	15.2	7.8	—	—	—	—
20	47.0	81.8	65.6	84.0	65.6	36.2	18.8	8.4	—	—	—	—
24	65.0	117.6	88.0	136.0	88.0	52.4	27.2	13.6	—	—	—	—

NOTES:
1. ABOVE BEARING AREAS BASED ON TEST PRESSURE OF 150 PSI AND AN ALLOWABLE SOIL BEARING STRESS OF 1000 POUNDS PER SQUARE FOOT. TO COMPUTE BEARING AREAS FOR DIFFERENT TEST PRESSURES AND SOIL BEARING STRESSES, USE THE FOLLOWING EQUATION:

$$\text{BEARING AREA} = (\text{TEST PRESSURE} / 150) \times (1000 / \text{SOIL BEARING STRESS}) \times (\text{TABLE VALUE})$$

2. ABOVE VOLUMES BASED ON TEST PRESSURE OF 150 PSI AND THE HEIGHT OF CONCRETE = 4050 POUNDS PER CUBIC YARD. TO COMPUTE FOR DIFFERENT TEST PRESSURES, USE THE FOLLOWING EQUATION:

$$\text{VOLUME} = (\text{TEST PRESSURE} / 150) \times (\text{TABLE VALUE})$$



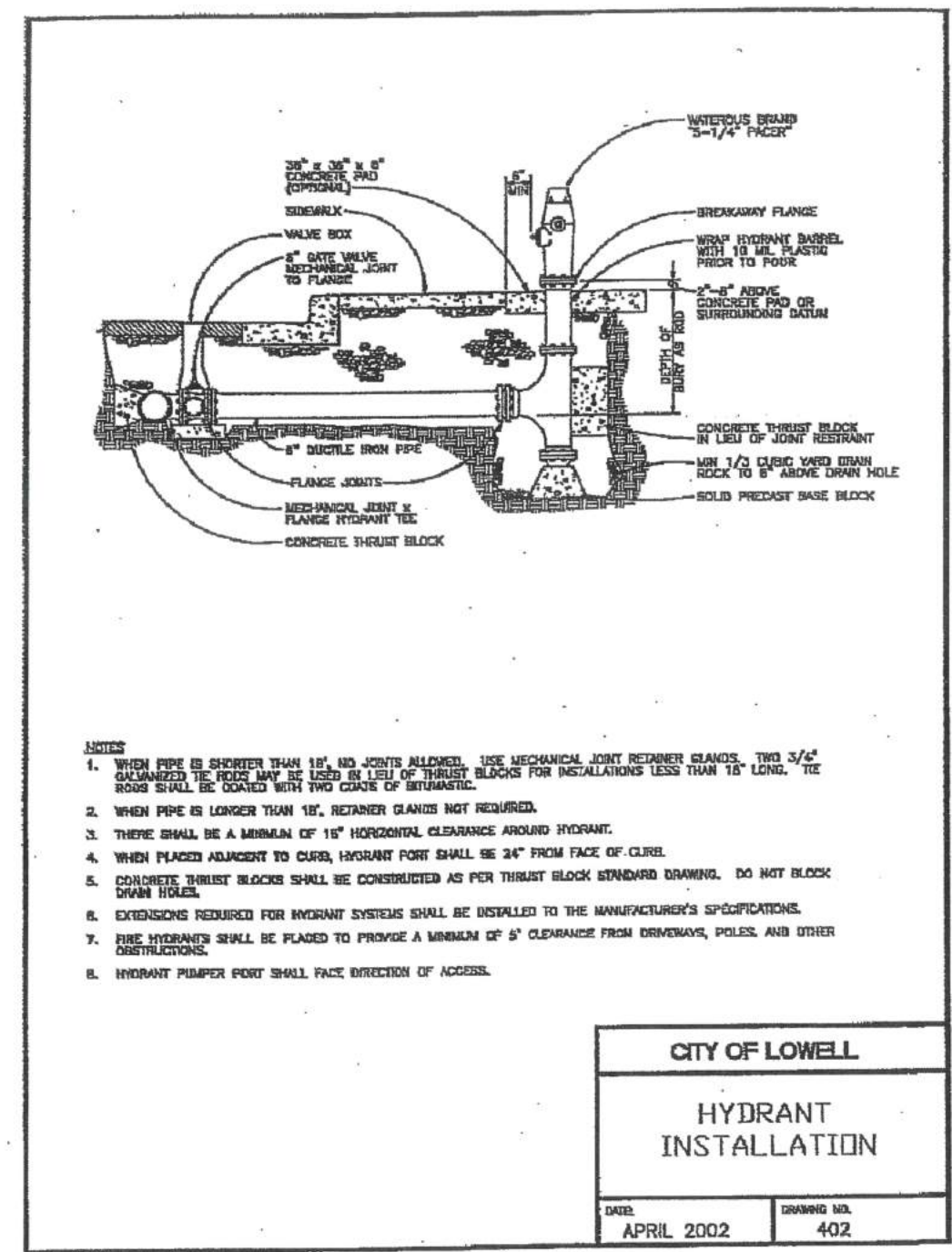
RODS FOR VERTICAL BENDS		
FITTING SIZE	ROD SIZE	EMBEDMENT
12" AND LESS	#8	30"
14"-18"	#8	36"

NOTES:
1. CONCRETE BLOCKING TO BE POURED AGAINST UNDISTURBED EARTH.
2. ALL CONCRETE TO BE CLASS 2400 MINIMUM.
3. INSTALL ISOLATION MATERIAL BETWEEN PIPE AND/OR FITTINGS BEFORE POURING CONCRETE BLOCKING.
4. CONCRETE SHALL BE KEPT CLEAR OF ALL JOINTS AND ACCESSORIES.
5. THE RODS SHALL BE DEFORMED GALVANIZED COLD ROLLED STEEL, 40000 PSI TENSILE STRENGTH.

CITY OF LOWELL

THRUST BLOCKING

DATE: APRIL 2002 DRAWING NO. 401



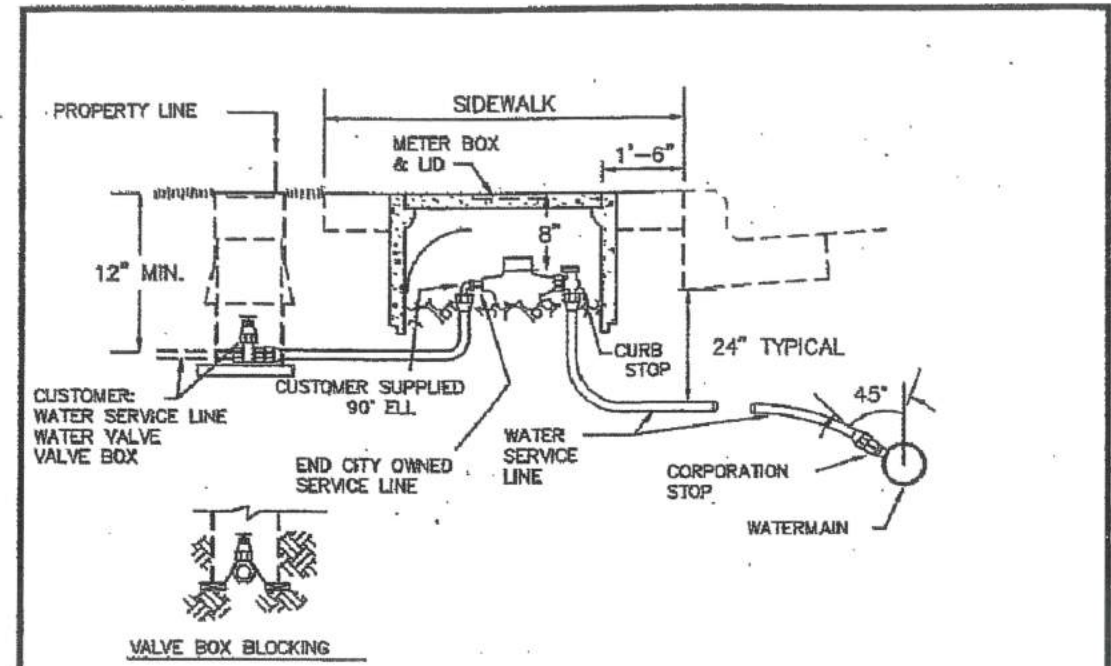
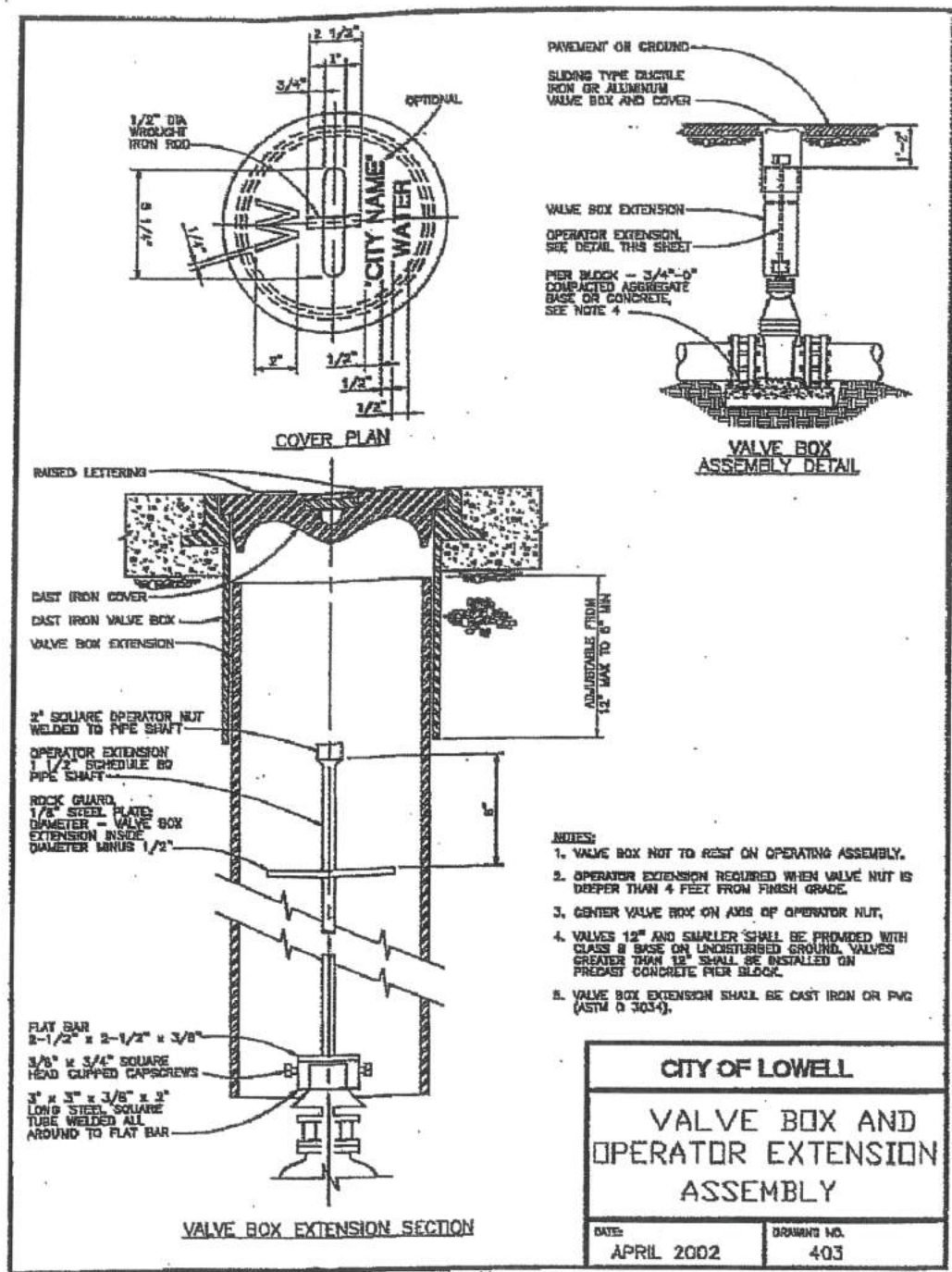
NOTES:
1. WHEN PIPE IS SHORTER THAN 18', NO JOINTS ALLOWED. USE MECHANICAL JOINT RETAINER GLANDS. TWO 3/4" GALVANIZED TIE RODS MAY BE USED IN LIEU OF THRUST BLOCKS FOR INSTALLATIONS LESS THAN 18' LONG. TIE RODS SHALL BE COATED WITH TWO COATS OF BITUMASTIC.
2. WHEN PIPE IS LONGER THAN 18', RETAINER GLANDS NOT REQUIRED.
3. THERE SHALL BE A MINIMUM OF 16" HORIZONTAL CLEARANCE AROUND HYDRANT.
4. WHEN PLACED ADJACENT TO CURB, HYDRANT PORT SHALL BE 24" FROM FACE OF CURB.
5. CONCRETE THRUST BLOCKS SHALL BE CONSTRUCTED AS PER THRUST BLOCK STANDARD DRAWING. DO NOT BLOCK DRAIN HOLES.
6. EXTENSIONS REQUIRED FOR HYDRANT SYSTEMS SHALL BE INSTALLED TO THE MANUFACTURER'S SPECIFICATIONS.
7. FIRE HYDRANTS SHALL BE FLAGGED TO PROVIDE A MINIMUM OF 5' CLEARANCE FROM DRIVEWAYS, POLES, AND OTHER OBSTRUCTIONS.
8. HYDRANT PUMPER PORT SHALL FACE DIRECTION OF ACCESS.

CITY OF LOWELL

HYDRANT INSTALLATION

DATE: APRIL 2002 DRAWING NO. 402

REVISIONS DATE: _____ BY: _____ REVISION DESCRIPTION: _____	AGENCY APPROVALS 	PROJECT TITLE: WETLEAU DRIVE EXTENSION PAVING, UTILITIES, LOWELL, OREGON	DESCRIPTION: DETAILS
Branch Engineering, Inc.		CITY OF LOWELL HYDRANT INSTALLATION	
Headquarters 310 Fifth Street Springfield, Oregon 97477 (541) 746-0837		Salem Office 147 Commercial St. NE Suite 10 Salem, Oregon 97301 (503) 778-6577	
www.BranchEngineering.com Civil • Structures • Transportation • Geotechnical • Surveying		DATE: APRIL 20, 2010 SCALE: 1" = 20' DRAWN BY: MLN DESIGNER: JB/MLN CHECKED BY: JB PROJECT NUMBER: 10-035	
SHEET NO. <div style="font-size: 2em; font-weight: bold; text-align: center;">D2</div>		7 OF 17 SHEET(S)	



NOTES:

- CORPORATION STOP SHALL BE FORD 3/4"-F600 OR 1"-F600. CURB STOP SHALL BE FORD KV23-323 (3/4") OR KV23-444 (1"). WATER SERVICE LINE SHALL BE 3/4" OR 1" SOFT COPPER IN SAME SIZE AS METER (OR WITH ADAPTOR) CONFORMING TO ASTM B-88. METER BOX SHALL BE BROOKS 37-A5 PRECAST CONCRETE OR EQUAL, PLASTIC METER BOXES NOT PERMITTED.
- BACKFILL IN METER BOX SHALL BE 3/4"-0" CRUSHED ROCK TO THE BOTTOM OF THE METER.
- VALVE BOX BLOCKING SHALL BE INSTALLED TO PREVENT THE VALVE BOX FROM RESTING ON THE WATER SERVICE LINE(S). BLOCKS MAY BE CEDAR, REDWOOD, P.T. FIR, CONCRETE, BRICK, ETC. AND SHALL BE APPROXIMATELY 2"x6"x12" (EACH).
- TRENCH BACKFILL AND RESTORATION WORK (IF ANY) SHALL CONFORM TO CITY STANDARD DRAWINGS AND SPECIFICATIONS AND ALL WORK SHALL BE DONE TO THE SATISFACTION OF THE ENGINEER.

CITY OF LOWELL	
3/4" TO 1" WATER METER SETTING DETAIL	
DATE: FEBRUARY 2003	DRAWING NO. 407.1

REVISIONS	DATE	REVISION DESCRIPTION	BY

AGENCY APPROVALS

PROJECT TITLE: **DRIVE EXTENSION
WETLEAU UTILITIES,
PAVING, LOWELL, OREGON**

DESCRIPTION: **DETAILS**

Branch Engineering, Inc.

Headquarters: 310 Fifth Street, Springfield, Oregon 97477, (541) 746-0837

Salem Office: 147 Commercial St. NE, Suite 10, Salem, Oregon 97301, (903) 779-2377

www.BranchEngineering.com

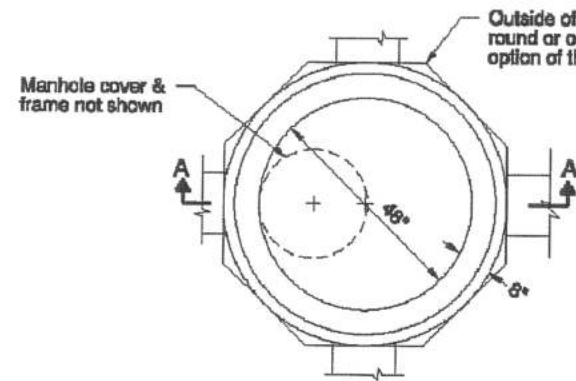
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DATE	APRIL 20, 2010
SCALE	1" = 20'
DRAWN BY	MLD
DESIGNER	JB/MLD
CHECKED BY	JB
PROJECT NUMBER	10-035

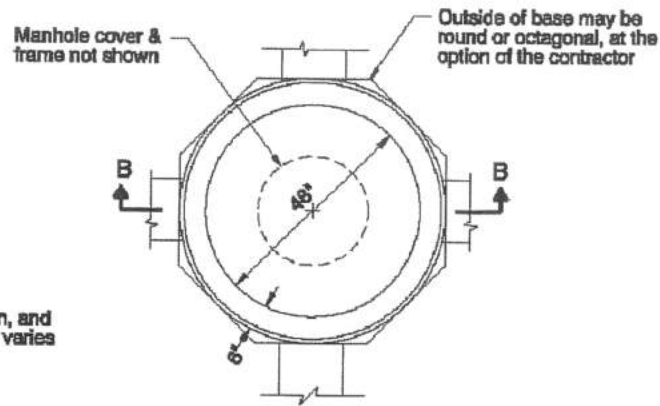
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8 OF 17 SHEET(S)

rd342.dgn 31-DEC-2008

RD342



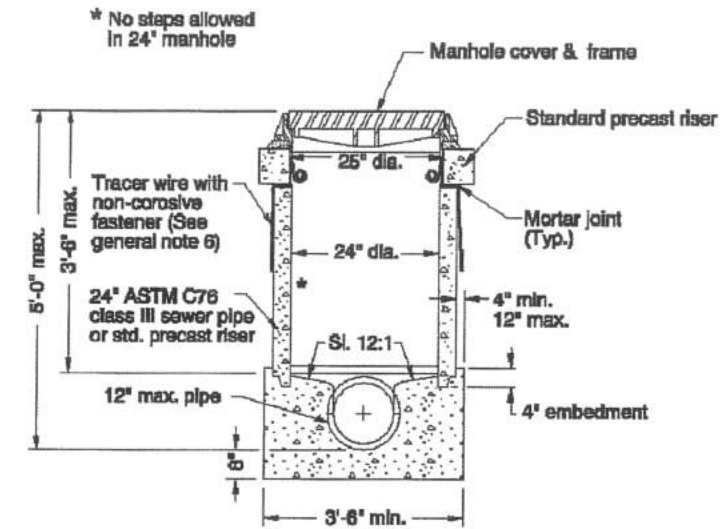
TOP VIEW
(Base, Riser & Cover Slab)



TOP VIEW
(Base & Cover Slab)

NOTE:
Location, elevation, and number of pipe(s) varies

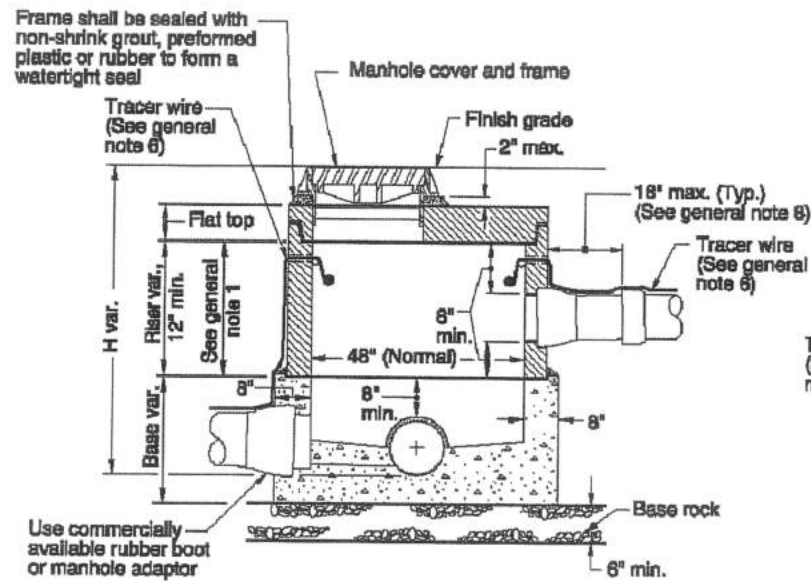
NOTE:
When H=60" or less make hole for frame in center of cover slab.
When H=42" or less omit steps.



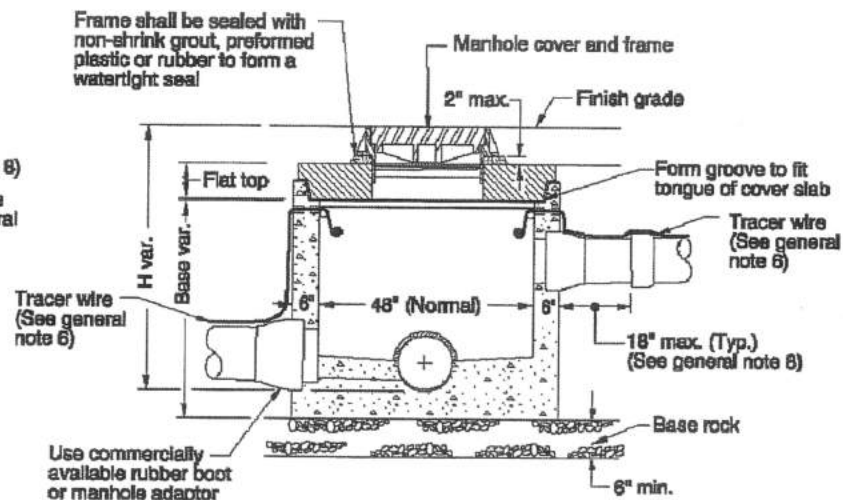
24" MANHOLE

GENERAL NOTES FOR ALL DETAILS:

1. Minimum length if laterals or connections are inserted: outside diameter of pipe + 17".
2. Use Section B-B when length of riser becomes less than minimum shown.
3. Base may be precast or cast-in-place.
4. All precast sections shall conform to the requirements of ASTM C478.
5. See Std. Drg. RD336 for manhole steps details.
6. See Std. Drg. RD336 for tracer wire details.
7. See Std. Drg. RD344 for manhole base section.
8. All connecting pipes shall have a flexible, gasketed, and unrestrained joint within 18" of manhole wall.
9. See Std. Drg. RD356 for manhole covers and frames.
10. All concrete shall be commercial grade concrete.



SECTION A-A
(Base, Riser & Cover Slab)



SECTION B-B
(Base & Cover Slab)

LEGEND

- Cast-in-Place concrete
- Precast concrete
- 1: 2 cement mortar
- Sewer pipe

CALC. BOOK NO. _____

BASLINE REPORT DATE _____

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS

SHALLOW MANHOLES

2008

DATE	REVISION DESCRIPTION

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

Effective Date: June 1, 2010 - November 30, 2010

RD342

REVISIONS	DATE	REVISION DESCRIPTION	BY:

AGENCY APPROVALS

PROJECT TITLE: DRIVE EXTENSION
WETLEAU UTILITIES,
PAVING, LOWELL, OREGON

DESCRIPTION:
DETAILS

Branch Engineering, Inc.

Salem Office
147 Commercial St. NE,
Suite 10
Salem, Oregon 97301
(503) 719-2577

Headquarters
310 Fifth Street
Springfield, Oregon 97477
(541) 746-9837

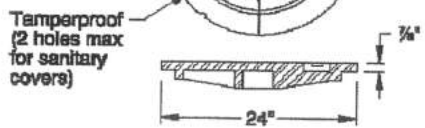
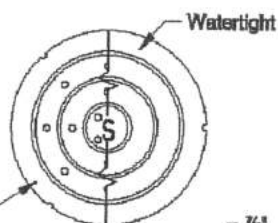
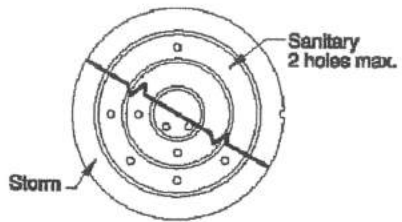
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DATE	APRIL 20, 2010
SCALE	1" = 20'
DRAWN BY	MLD
DESIGNER	JB/MLD
CHECKED BY	JB
PROJECT NUMBER	10-035

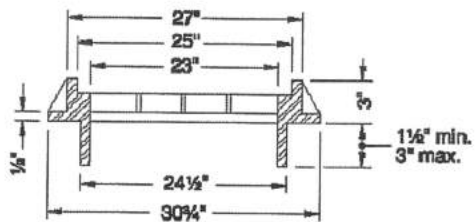
SHEET NO.
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RD356

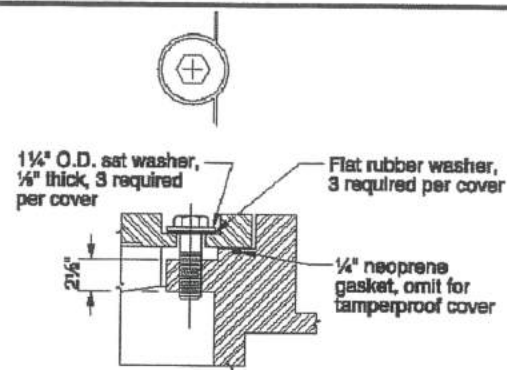


Cast iron tamperproof & watertight (Frames available in standard or suburban pattern)



CAST IRON SUBURBAN FRAME
For use on local streets only, as specified

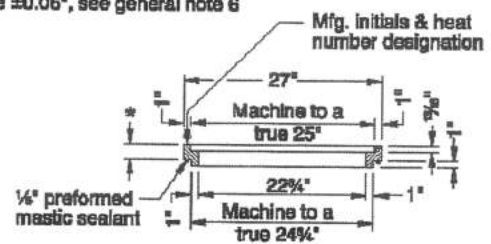
SUBURBAN MANHOLE COVER & FRAME



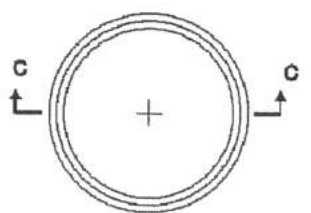
NOTE:
3 reqd., 1/2" x 1 1/4" pentagonal or hexagonal head, bronze or stainless steel. Install frame so that one bolt boss is located over the manhole ladder.

**BOLT-DOWN DETAIL
(FOR TAMPERPROOF AND WATERTIGHT)**

* Std. depths 1 1/2", 2", 2 1/4" & 3"
Matl. to be gray cast iron ASTM A-48, Class 30. Tolerance on non-machined surfaces to be ±0.06", see general note 6

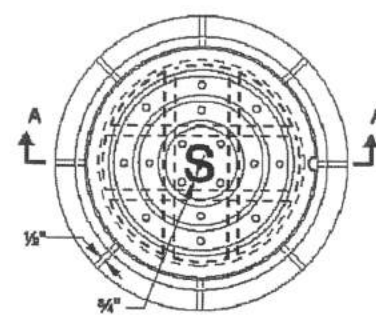


SECTION C-C

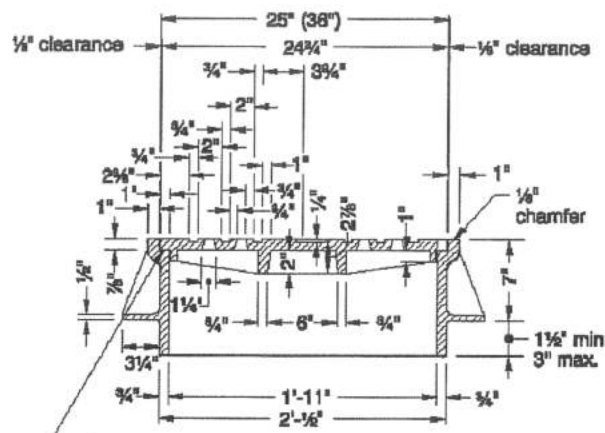


MANHOLE ADJUSTMENT RING
For use with Standard Manhole Frame

STANDARD MANHOLE COVER & FRAME



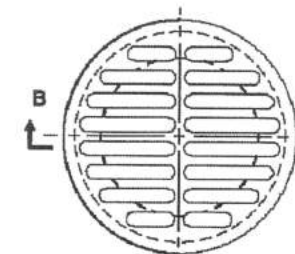
PLAN



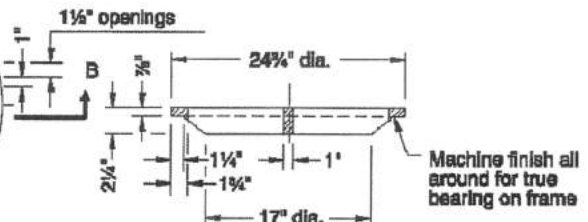
SECTION A-A

36" min. diameter cover is reqd. for manholes with depths of 20' or greater. (See general note 4)

MANHOLE FRAME



PLAN



SECTION B-B

MANHOLE GRATE

For use with Standard Manhole Frame

GENERAL NOTES FOR ALL DETAILS:

1. Tamperproof covers reqd. on sanitary or storm drain manhole where located in pedestrian ways or easement areas. Covers for sanitary manholes shall have 2 holes maximum.
2. Watertight covers required if located where cover may be submerged. (no holes)
3. Covers and frames shall be stamped with manufacturer's initials, heat number and point of origin.
4. Ladder with notched safety rail and removable extension is reqd. for manholes with depths between 24'-0" and 50'-0"

5. See Std. Drg. RD360 for manhole frame adjustment.
6. See ODOT's QPL for alternate manhole adjustment rings.

CALC. BOOK NO. _____	BASILINE REPORT DATE _____
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications	
OREGON STANDARD DRAWINGS	
MANHOLE COVERS AND FRAMES	
2008	
DATE	REVISION DESCRIPTION

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

Effective Date: June 1, 2010 - November 30, 2010

RD356

REVISIONS	DATE	REVISION DESCRIPTION	BY:

AGENCY APPROVALS

PROJECT TITLE: **DRIVE EXTENSION
WETLEAU
PAVING, UTILITIES,
LOWELL, OREGON**

DESCRIPTION: **DETAILS**

Branch Engineering, Inc.

Salem Office
147 Commercial St. NE,
Suite 10
Salem, Oregon 97301
(503) 779-2577

Headquarters
310 Fifth Street
Springfield, Oregon 97477
(541) 746-0037

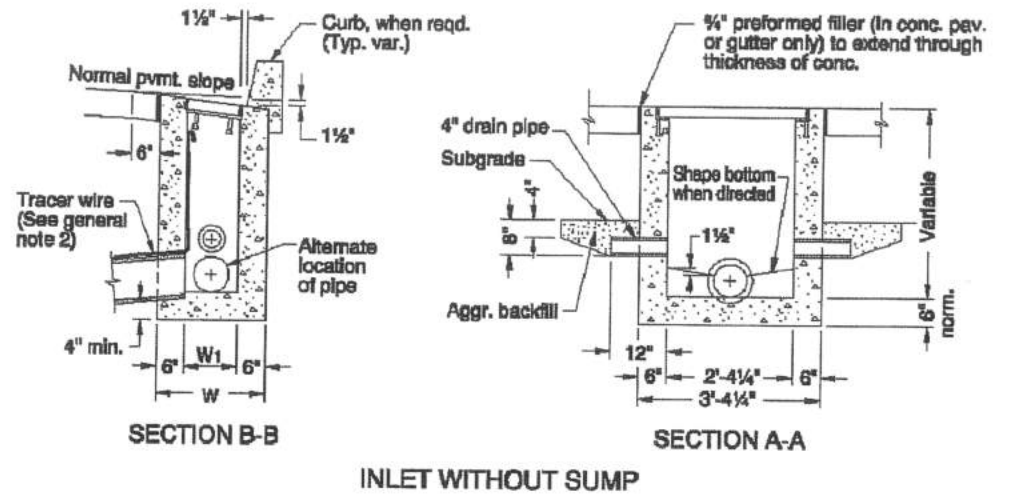
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DATE	APRIL 20, 2010
SCALE	1" = 20'
DRAWN BY	MLD
DESIGNER	JB/MLD
CHECKED BY	JB
PROJECT NUMBER	10-035

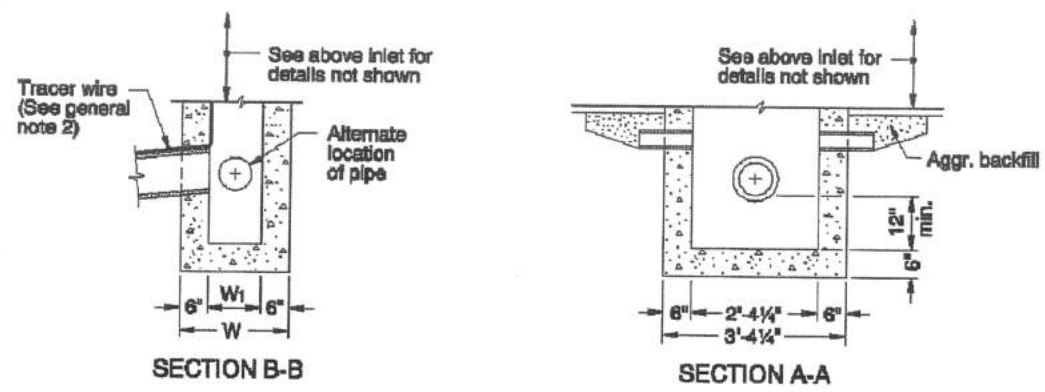
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10 OF 17 SHEET(S)

rd364.dgn 31-DEC-2009

RD364

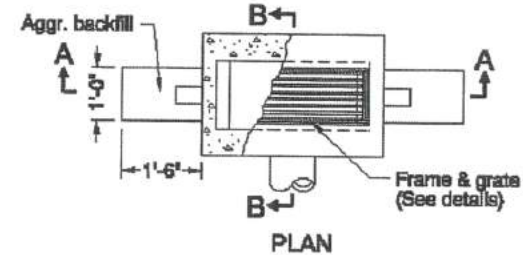


INLET WITHOUT SUMP

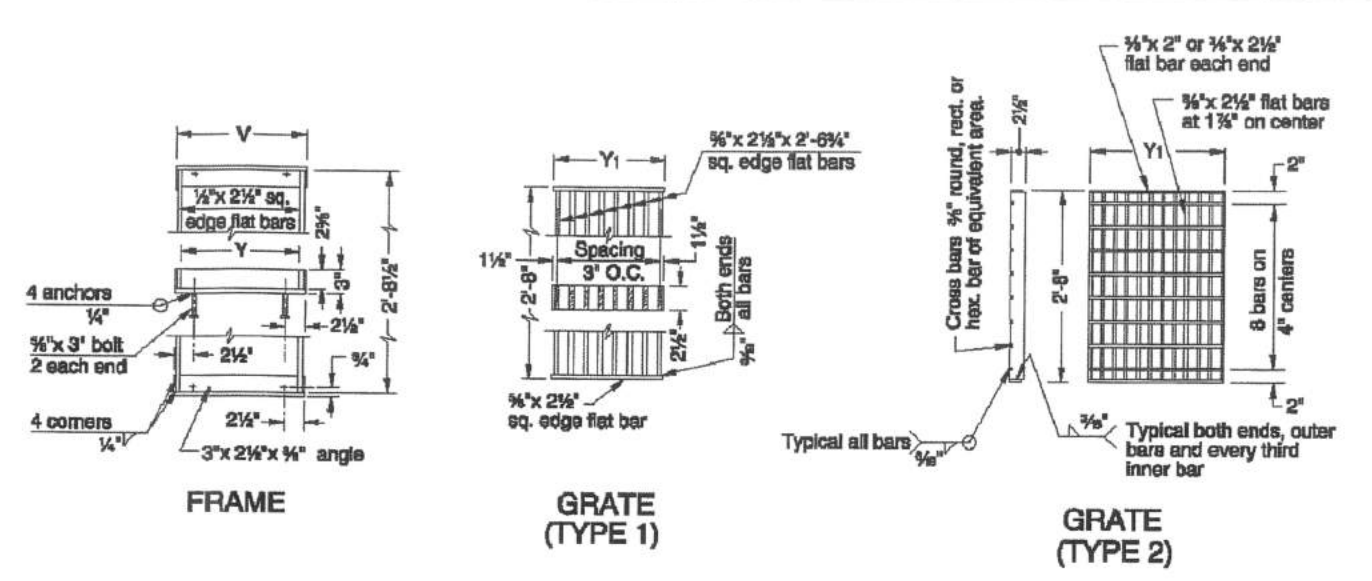


INLET WITH SUMP
(See general note 3)

INLET TYPE	W	W ₁
G-1	2'-8 3/4"	1'-8 3/4"
G-2, G-2M	3'-3 3/8"	2'-3 3/8"

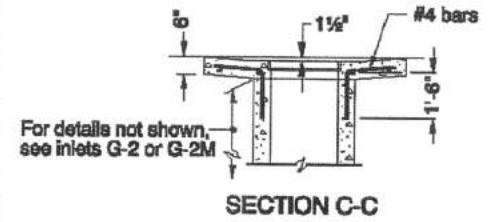


TYPES G-1, G-2, G-2M

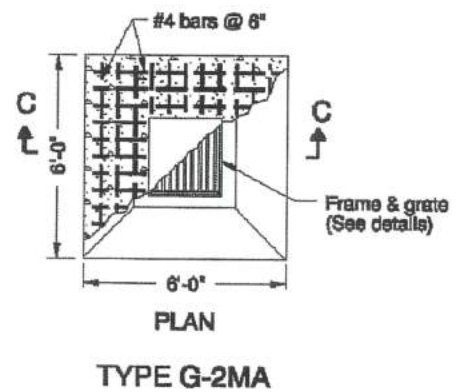


NOTE:
3/8" cross bars shall be flush with the grate surface and may be fillet welded, resistance welded or electroforged to bearing bars.

INLET TYPE	FRAME		GRATE			REMARKS
	V	Y	Y ₁	NO. OF BARS	TYPE	
G-1	1'-10 3/4"	1'-8 3/4"	1'-8"	12	2	
G-2	2'-4 1/4"	2'-3 3/8"	1'-1 1/2"	8	2	2-Grates
G-2M, G-2MA	2'-4 1/4"	2'-3 3/8"	2'-3"	9	1	



NOTE:
All reinforcement to be placed 2" clear of nearest face of concrete unless shown or noted otherwise.



TYPE G-2MA

- GENERAL NOTES FOR ALL DETAILS:
- See Std. Drg. RD366 for gutter transition.
 - See Std. Drg. RD336 for tracer wire details, or approved alternate.
 - Provide sump only where shown on plans, and allowed by jurisdiction. For sump details, see Std. Drg. RD364.

CALC. BOOK NO. _____ BASELINE REPORT DATE _____

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS

CONCRETE INLETS
TYPE G-1, G-2, G-2M & G-2MA

2008

DATE	REVISION DESCRIPTION
08-02-09	REVISED & ADDED NOTES
08-02-09	REVISED DETAILS AND NOTES

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

Effective Date: June 1, 2010 - November 30, 2010 RD364

REVISIONS	DATE	REVISION DESCRIPTION	BY

PROJECT TITLE: DRIVE EXTENSION
WETLEAU UTILITIES,
PAVING, LOWELL, OREGON

DESCRIPTION: DETAILS

AGENCY APPROVALS

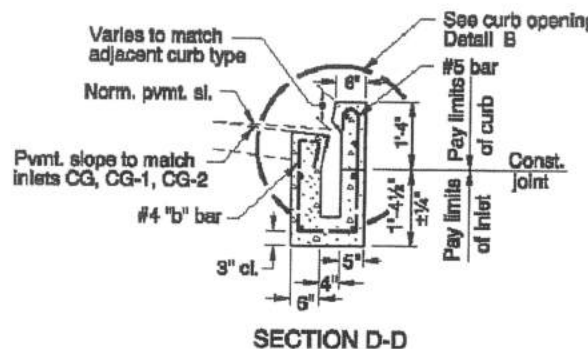
Branch Engineering, Inc.
Salem Office: 147 Commercial St. NE, Suite 10, Salem, Oregon 97301 (503) 779-2577
Headquarters: 310 Fifth Street, Springfield, Oregon 97477 (541) 748-0837
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DATE	APRIL 20, 2010
SCALE	1" = 20'
DRAWN BY	MLD
DESIGNER	JB/MLD
CHECKED BY	JB
PROJECT NUMBER	10-035

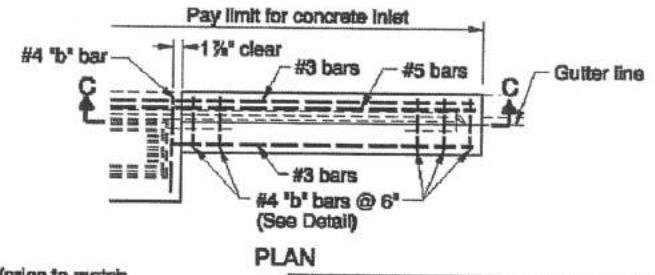
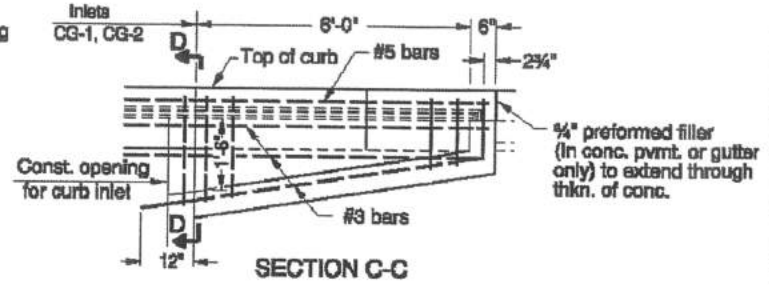
SHEET NO. D6
11 OF 17 SHEET(S)

rd366.dgn 30-JUN-2009

RD366

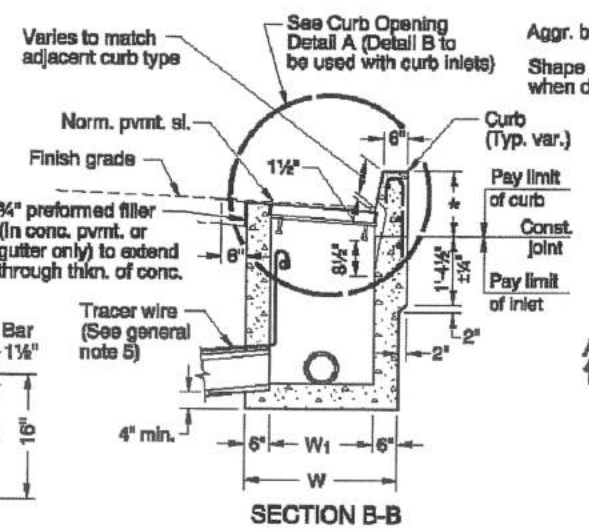


NOTES:
 1. #4 "b" bar replaces #3 "a" bar of type CG-1 and CG-2 inlets.
 2. #4 & #3 "b" bars to be placed during curb construction.
 3. All bars to be placed 1 1/2" clear of nearest face of concrete unless shown or noted otherwise.
 4. All bar splices shall be 20 dia.

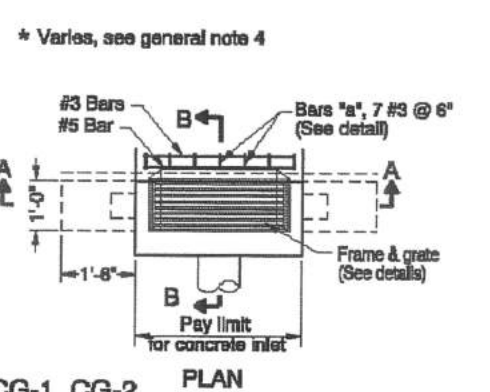
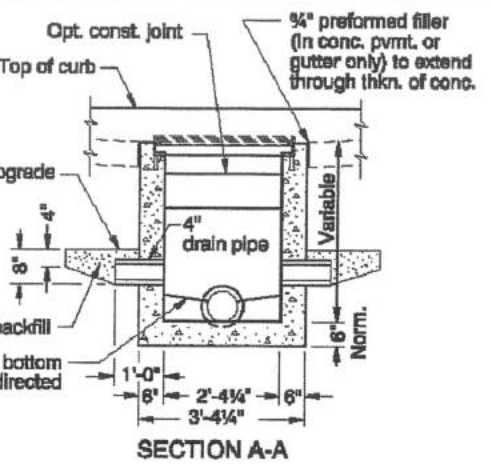


INLET TYPE	W	W ₁
CG-1	2'-8 3/4"	1'-8 3/4"
CG-2	3'-3 3/4"	2'-3 3/4"

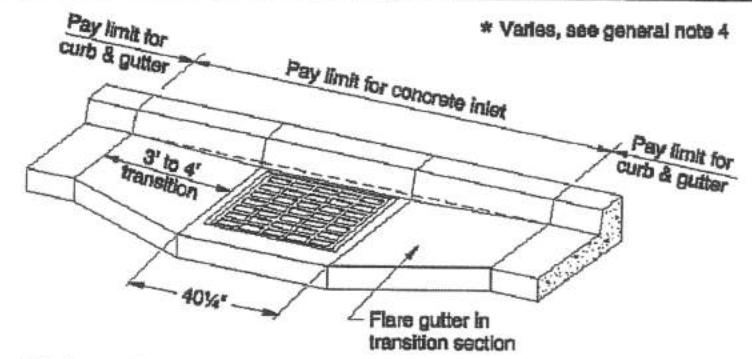
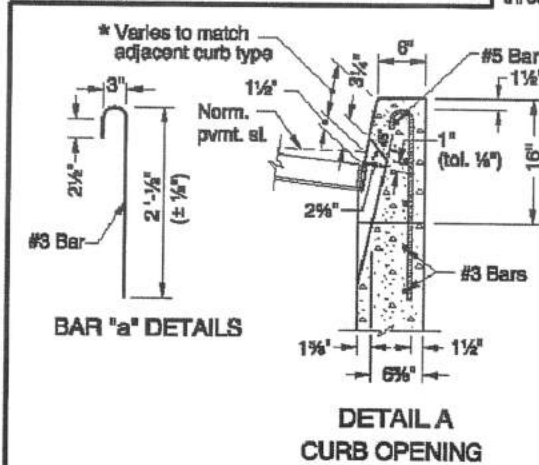
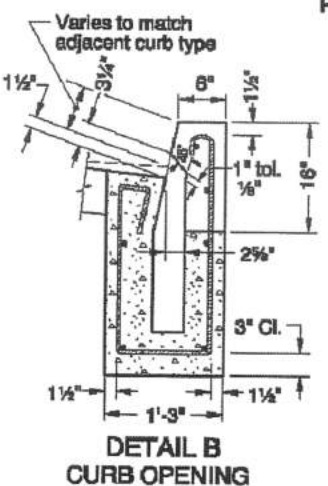
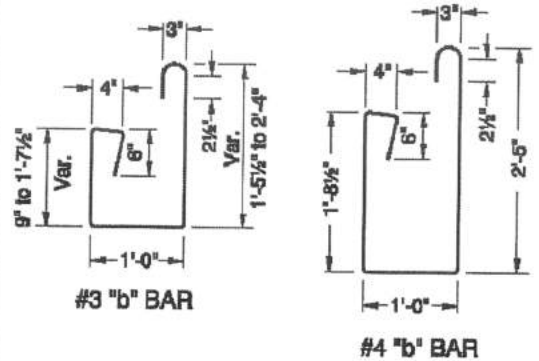
NOTES:
 1. #3 "a" bars to be placed during curb construction (see note 1 for curb inlet)
 2. All bars to be placed 1 1/2" clear of nearest face of concrete unless shown or noted otherwise.
 3. All bar splices shall be 20 dia.



CURB INLET CHANNEL TYPES CG-1, CG-2

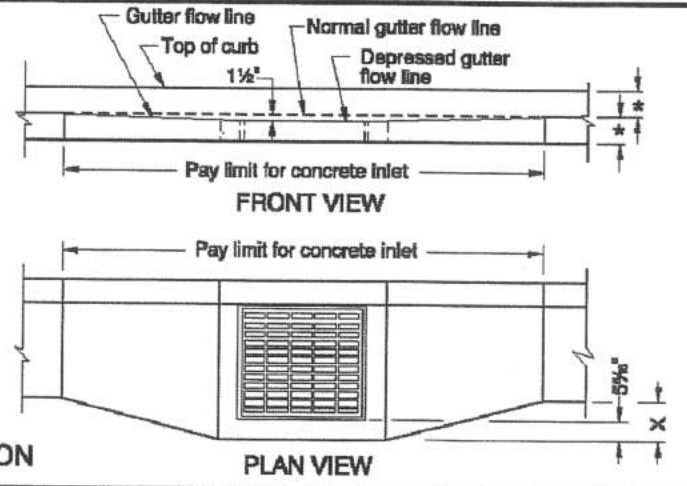


PLAN



NOTE:
 Precast top slab shown with gutter transition flare if the top slab is cast-in-place, no flare is required in the transition section: match the top front edge of the frame and the top front edge of the cast-in-place top slab to the normal pavement grade.

GUTTER TRANSITION SECTION



PLAN VIEW

GENERAL NOTES FOR ALL DETAILS:
 1. Where precast inlets are used as an alternate to cast-in-place inlets, a 4" compacted leveling bed of sand or 1/4"-0 crushed aggregate shall be provided.
 2. For frame and grate details, see Std. Drg. RD364.
 3. Provide sump only where shown on plans, and allowed by jurisdiction. For sump details, see Std. Drg. RD384.
 4. For curb details, see Std. Drgs. RD700 & RD701.
 5. See Std. Drg. RD338 for tracer wire details, or approved alternate.

CALC. BOOK NO.	BASLINE REPORT DATE
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications	
OREGON STANDARD DRAWINGS	
CONCRETE INLETS TYPE CG-1, CG-2 AND CURB INLET CHANNEL	
2008	
DATE	REVISION DESCRIPTION
04-2008	REVISED & ADDED NOTES

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

Effective Date: June 1, 2010 - November 30, 2010 RD366

REVISIONS	DATE	REVISION DESCRIPTION

PROJECT TITLE: DRIVE EXTENSION
 WETLEAU UTILITIES,
 PAVING, LOWELL, OREGON

DESCRIPTION:
 DETAILS

AGENCY APPROVALS

Branch Engineering, Inc.

Salem Office
 147 Commercial St. NE,
 Suite 10
 Salem, Oregon 97301
 (503) 778-2877

Headquarters
 310 Fifth Street
 Springfield, Oregon 97477
 (541) 746-0037

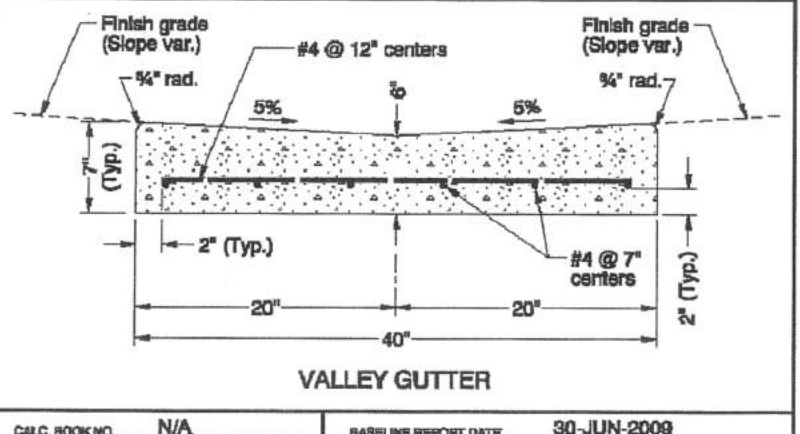
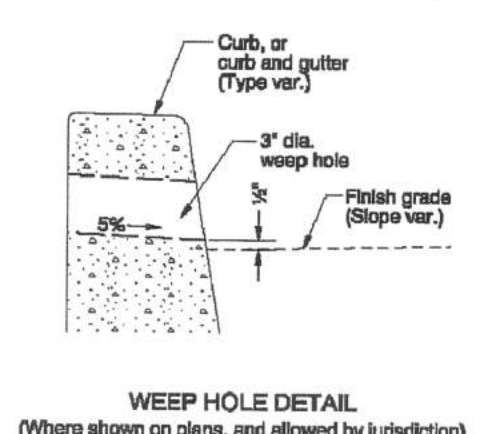
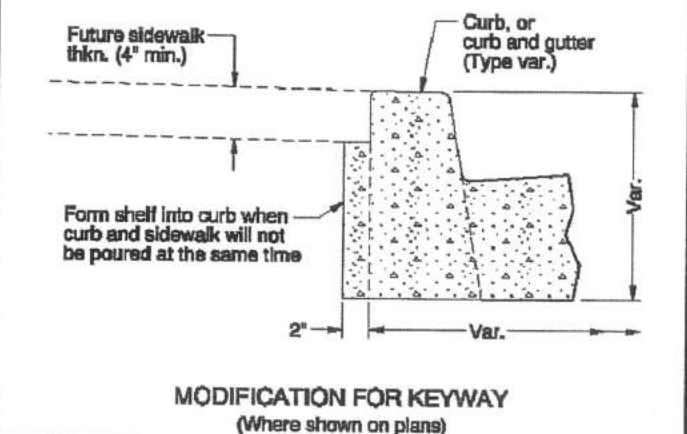
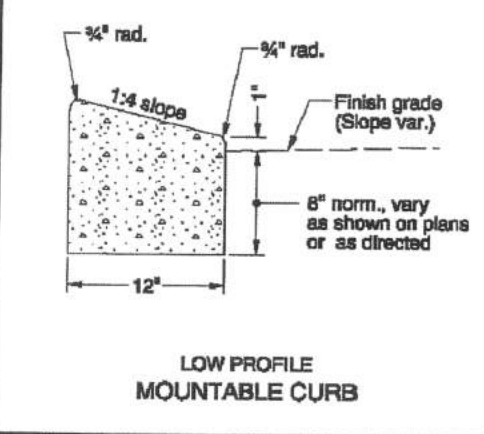
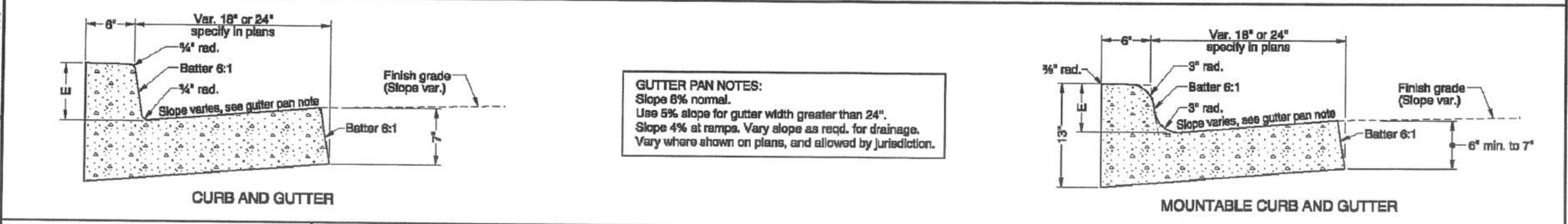
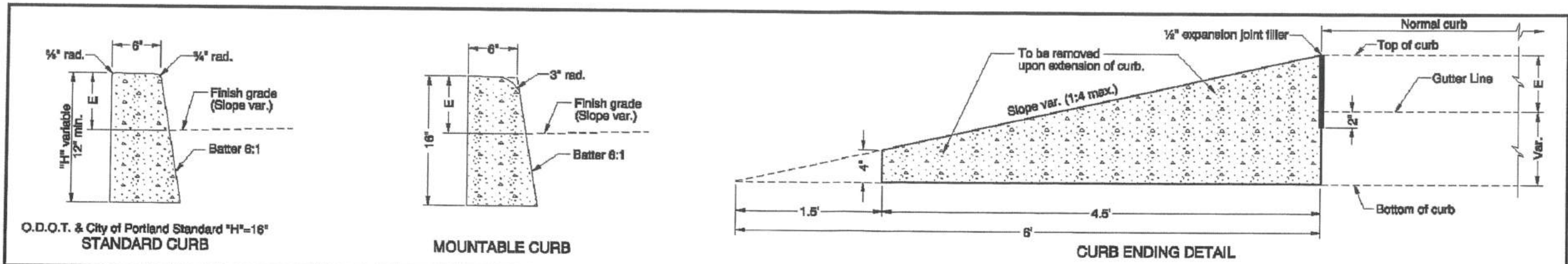
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DATE	APRIL 20, 2010
SCALE	1" = 20'
DRAWN BY	MLD
DESIGNER	JB/MLD
CHECKED BY	JB
PROJECT NUMBER	10-035

SHEET NO.
D7
 12 OF 17 SHEET(S)

rd700.dgn 30-JUN-2009

RD700



GENERAL NOTES FOR ALL DETAILS:

- Curb exposure "E" = 6" to 9", as measured vertically from flowline to highest point on curb. Vary as shown on plans or as directed. O.D.O.T standard "E"=7".
- Const. expansion joints at 200' maximum spacing, and at points of tangency, and at ends of each driveways.
- Const. contraction joints at 15' maximum spacing, and at ends of each inlet and ramp.
- Transitions shall be used to connect curbs of different exposures "E". ("E" is the total vertical dimension of those curb surfaces having a slope of 1:1 or steeper). Minimum desirable transition length shall be 20' for each 1" difference in "E".
- Tops of all curbs shall slope toward the roadway at 2% normal, unless otherwise shown, or as directed.
- Dimensions are nominal, vary to conform with curb machine approved by the engineer.
- Dimensions adjacent to radii are measured to the point of intersection of curb surfaces.
- For sidewalk details, and monolithic curb & sidewalk, see Std. Drg. RD720.
- For drainage curbs, see Std. Drg. RD701.

CALC. BOOK NO. N/A BASELINE REPORT DATE 30-JUN-2009

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS

CURBS

2008

DATE	REVISION DESCRIPTION
07-2008	REVISED DETAILS & NOTES

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

Effective Date: June 1, 2010 - November 30, 2010 RD700

REVISIONS	DATE	REVISION DESCRIPTION

PROJECT TITLE: **DRIVE EXTENSION WETLEAU PAVING, UTILITIES, LOWELL, OREGON**

DESCRIPTION: **DETAILS**

AGENCY APPROVALS

Branch Engineering, Inc.

Salem Office
147 Commercial St. NE
Suite 10
Salem, Oregon 97301
(503) 779-2877

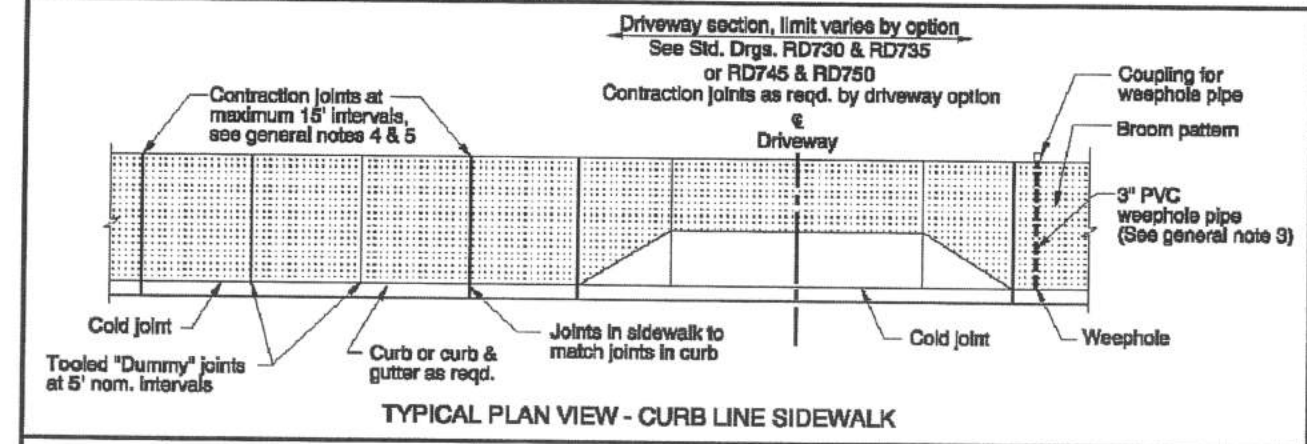
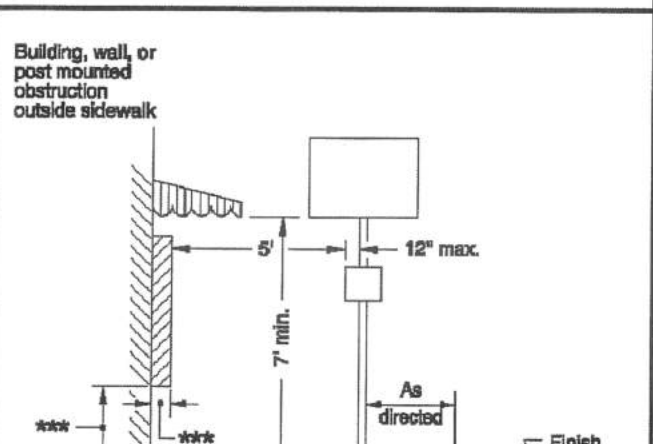
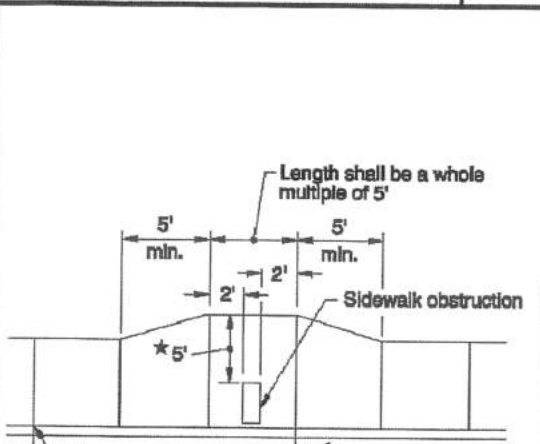
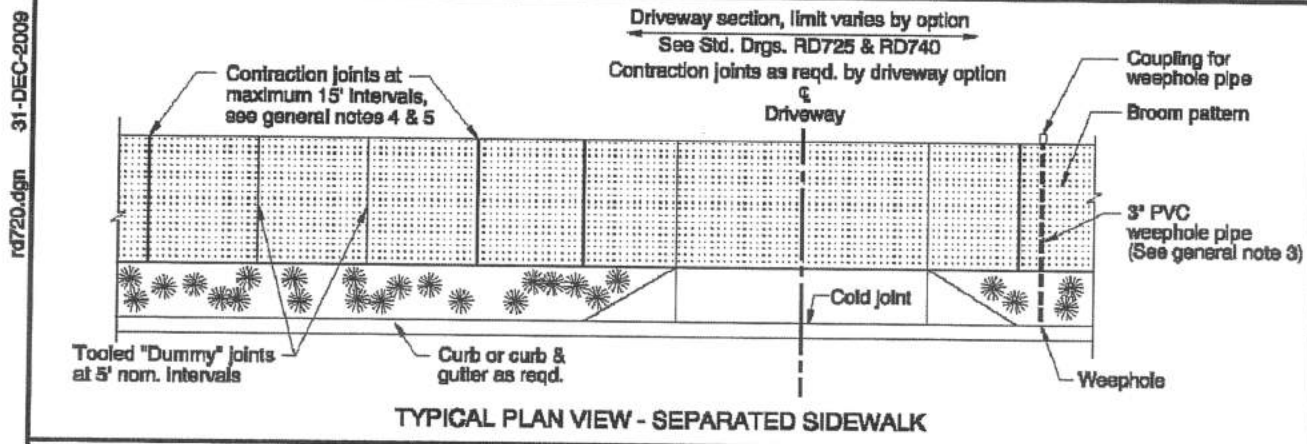
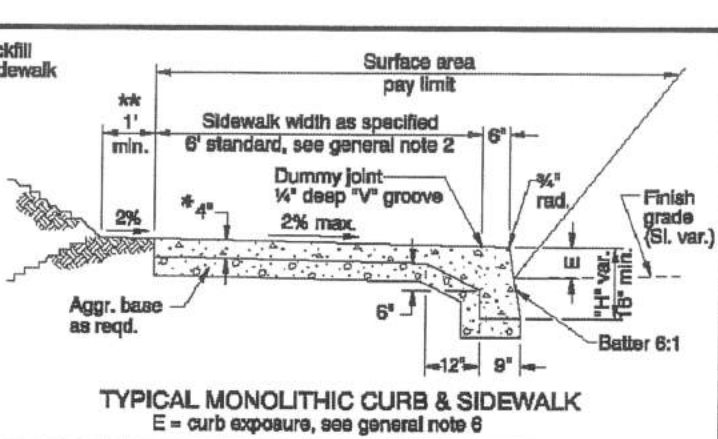
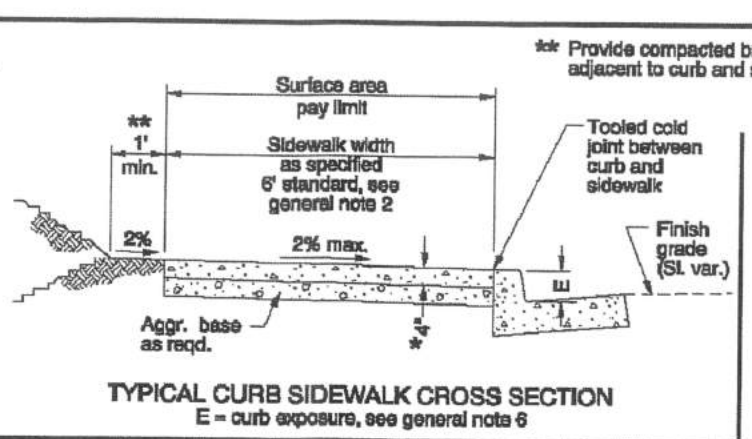
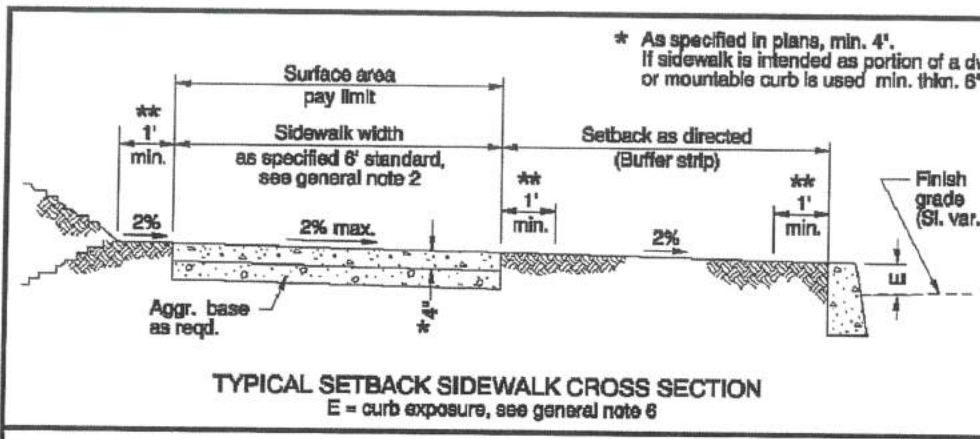
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310 Fifth Street
Springfield, Oregon 97477
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DATE	APRIL 20, 2010
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DESIGNER	JB/MLD
CHECKED BY	JB
PROJECT NUMBER	10-035

SHEET NO. **D8**

13 OF 17 SHEET(S)



* When site constraints prohibit a 5' passage, the Engineer may direct this to be reduced, but no less than 4'.

** Objects with base below 2'-4\"/>

- GENERAL NOTES FOR ALL DETAILS:**
1. Include additional paved or unpaved 2' clearance to vertical faces higher than 5' such as retaining walls, sound walls, fences and buildings.
 2. Curb type and sidewalk width as shown on plans or as directed. On sidewalks 8' and wider, provide a longitudinal joint at the midpoint.
 3. Install 3" pvc weep hole pipes in sidewalks where shown on plans, and allowed by jurisdiction. Place contraction joint over top of pipe.

4. Const. expansion joints at 200' maximum spacing, and at points of tangency, and at ends of each driveway. For monolithic curb & sidewalk, const. expansion joints at 45' maximum spacing.
5. Const. contraction joints at 15' maximum spacing, and at ends of each driveway and ramp.
6. For curb details, see Std. Drgs. RD700 & RD701.
7. Sidewalk details are based on United States Access Board Standards.
8. For driveway details, see Std. Drgs. RD725, RD730, RD735, RD740, RD745 & RD750.

CALC. BOOK NO. N/A	BASELINE REPORT DATE 11-DEC-2009
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications	
OREGON STANDARD DRAWINGS	
SIDEWALKS	
2008	
DATE	REVISION DESCRIPTION
09-2008	REVISED DETAILS & NOTES
12-2009	REVISED DETAILS, DETAIL TITLES & NOTES

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

Effective Date: June 1, 2010 - November 30, 2010 RD720

REVISIONS	DATE	REVISION DESCRIPTION

AGENCY APPROVALS

PROJECT TITLE: DRIVE EXTENSION WETLEAU PAVING, UTILITIES, LOWELL, OREGON
 DESCRIPTION: DETAILS

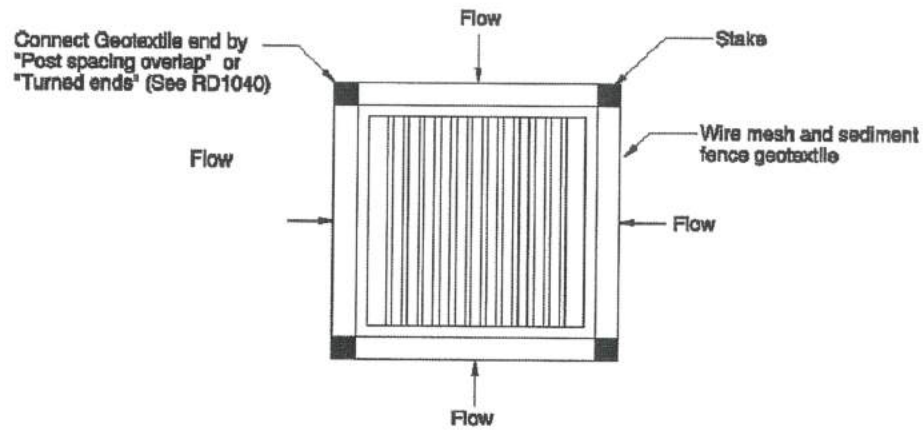
Branch Engineering, Inc.
 Salem Office: 147 Commercial St. NE, Suite 10, Salem, Oregon 97301, (503) 779-2577
 Headquarters: 310 Fifth Street, Springfield, Oregon 97477, (541) 746-0837
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DATE	APRIL 20, 2010
SCALE	1" = 20'
DRAWN BY	MLD
DESIGNER	JB/MLD
CHECKED BY	JB
PROJECT NUMBER	10-035

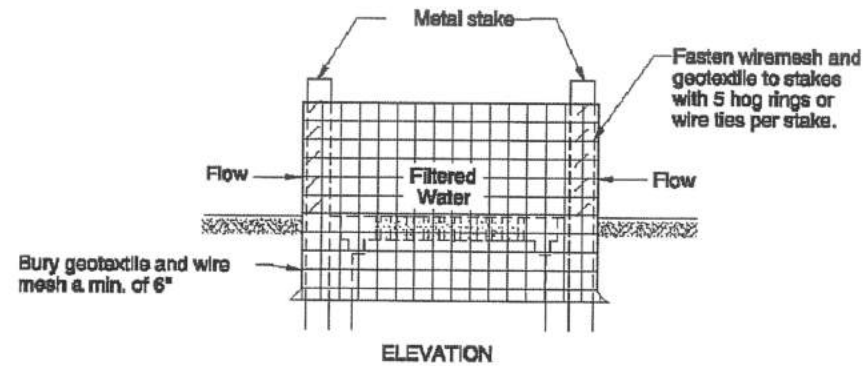
SHEET NO. **D9**
 14 OF 17 SHEET(S)

rd1010.dgn 12-31-08

RD1010



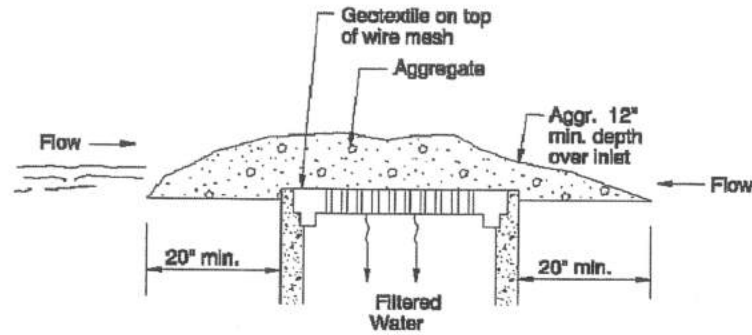
PLAN



ELEVATION

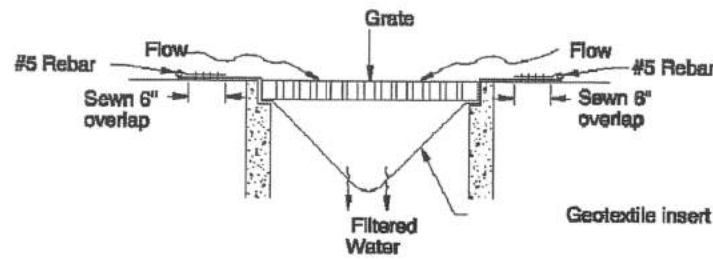
SEDIMENT FENCE
TYPE 1

- Note:
- Type 1 Sediment Fence
 - Type 2 Geotextile/wire mesh/aggregate
 - Type 3 Prefabricated filter insert
 - Type 4 Biofilter bags
 - Type 5 Masonry/aggregate
 - Type 6 Sod



GEOTEXTILE/WIREMESH/AGGREGATE

TYPE 2



PREFABRICATED FILTER INSERT

TYPE 3

Site Conditions Where Types Are Appropriate	TYPE					
	1	2	3	4	5	6
Area Drain, Soil	Y	Y	Y	Y	Y	Y
Area Drain, Pavement	N	Y	Y	Y	Y	N
Ditch Inlet, Soil	Y	N	Y	Y	N	Y
Ditch Inlet, Pavement	N	N	Y	Y	N	N
Grate Inlet Along Curb, Soil	N	Y	Y	Y	Y	Y
Grate Inlet Along Curb, Pavement	N	Y	Y	Y	Y	N
Curb Opening Inlet, Soil	N	N	N	Y	Y	Y
Curb Opening Inlet, Pavement	N	N	N	Y	Y	N

For Inlet Protection Types 4 and 5 see RD1015 and RD1020.

NOTE: This plan is not a legal engineering document but an electronic duplicate. The original signed by the engineer and approved for publication is kept on file at the Oregon Department of Transportation. A copy may be obtained upon request.

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS

INLET PROTECTION
(TYPE 1, 2 & 3)

2008

DATE	REVISIONS	DESCRIPTION

Effective Date: June 1, 2010 - November 30, 2010

RD1010

REVISIONS	DATE	REVISION DESCRIPTION	BY:

AGENCY APPROVALS

PROJECT TITLE:
WETLEAU DRIVE EXTENSION
PAVING, UTILITIES,
LOWELL, OREGON

DESCRIPTION:
DETAILS

Branch Engineering, Inc.

Salem Office
147 Commercial St. NE,
Suite 10
Salem, Oregon 97301
(503) 779-6577

Headquarters
310 17th Street
Springfield, Oregon 97477
(541) 748-0637

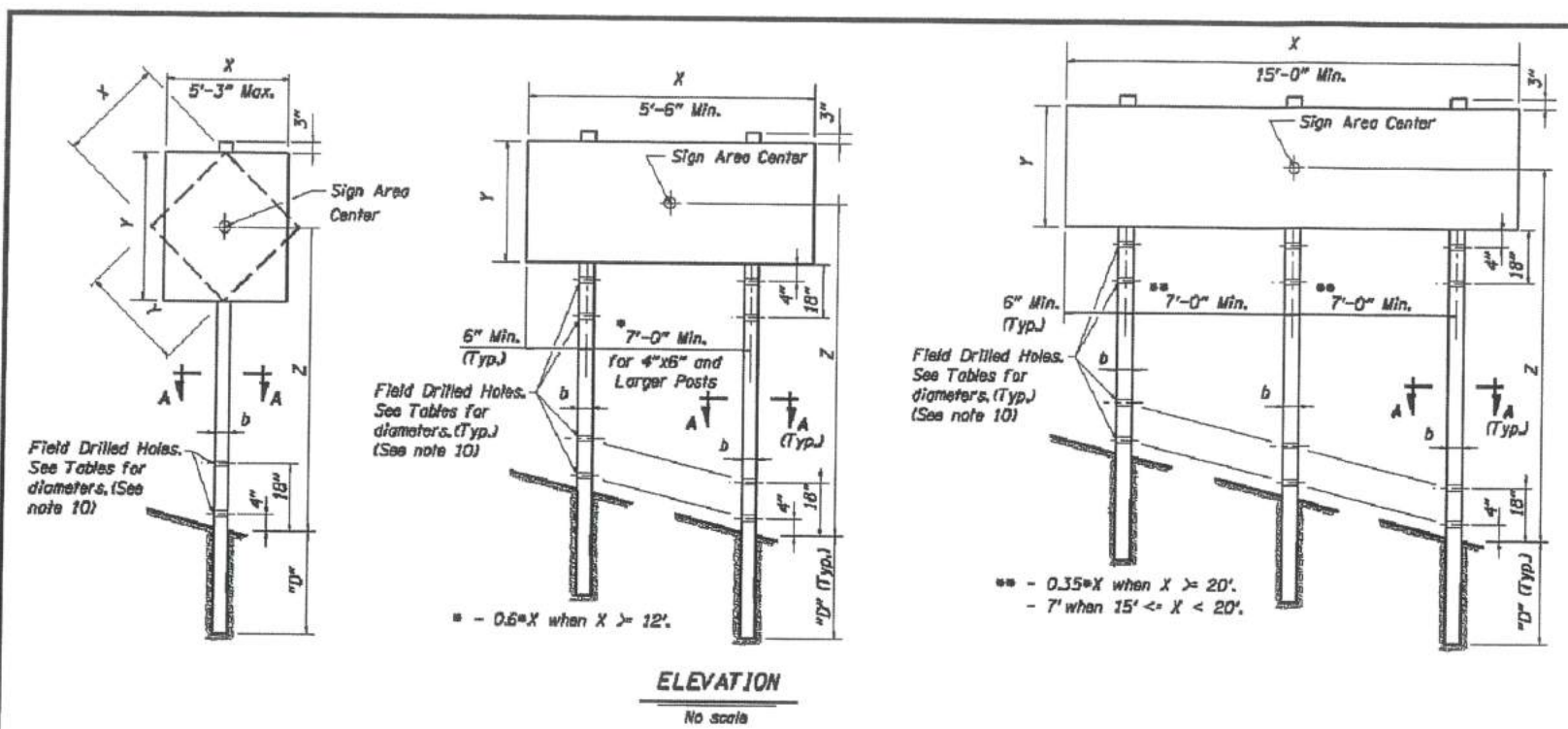
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SCALE	1" = 20'
DRAWN BY	MLD
DESIGNER	JB/MLD
CHECKED BY	JB
PROJECT NUMBER	10-035

SHEET NO.
D10
15 OF 17 SHEET(S)

1m670.dgn 08-JAN-2010

0.19/WL TM670

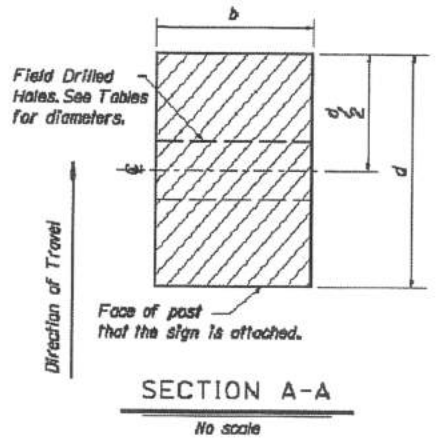


General Notes:

1. Wood posts are available in the following commercial lengths: 12', 14', 16', 18', 20', 22', 24', 26'.
2. Material shall be Douglas Fir No. 1 and according to Section 02110.40.
3. For horizontal and vertical clearances of permanent signs refer to TM200 and of temporary signs refer to TM821.
4. Wood post design in accordance with the 5th Edition 2009 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals.
5. Use the 3 second gust wind speeds shown on TM671 for the site specific sign location.
6. General design parameters are $K_z = 0.87$, SIF (duration factor) = 1.6, C_d (sign) = 1.20, and $G = 1.14$.
7. The sign width to sign height or sign height to sign width ratio shall not exceed 5.0.
8. Permanent signing uses an $I_r = 0.71$ for a recurrence interval of 10 years.
9. Temporary signing uses an $I_r = 0.45$ for a recurrence interval of 1.5 years.
10. Posts protected by barrier or guardrail do not require field drilled holes.
11. 4" x 4" posts should not be used in snow plow areas.

Post Embedment Installation:

1. Excavate the hole at least 12" larger in diameter than the diagonal dimension of the post. Maintain at least 6" of space around the edges of the post to accommodate compaction equipment.
2. Align the post in the hole to a vertical position.
3. The space around the wood post shall be backfilled to finished ground surface.
4. Backfill with selected general backfill meeting the requirements of 00330.13.
5. Place in layers not greater than 6 inches.
6. Solidly ram and tamp the layers into the excavation area around the post.
7. Dampen during placement if too dry to compact properly.
8. Replace and finish the surface around the post to match the surrounding surface.



		(X = Y = Z) in ft ³												Field Drilled Hole Diameters	Post Embedment Depth "D"
		3 Second Gust Wind Speed (TM671)													
		85 MPH				95 MPH				105 and 110 MPH					
		Number of Posts				Number of Posts				Number of Posts					
POST SIZE b x d	X	1	2	3*	3*	1	2	3*	3*	1	2	3*	3*	Not Req'd	4' - 0"
		X=15'	X=20'	X=15'	X=20'	X=15'	X=20'	X=15'	X=20'						
4" x 4"	77	154	165	231	62	124	132	186	56	112	120	168			
4" x 6"	162	324	347	486	130	260	278	390	117	234	250	351	1 1/2"	5' - 0"	
6" x 6"	270	540	578	810	216	432	462	648	195	390	417	585	2"	5' - 0"	
6" x 8"	494	988	1058	1482	395	790	846	1185	356	712	762	1068	3"	7' - 0"	

PERMANENT WOOD POST TABLE ** - Linear Interpolate X*Y*Z 3 post values for signs greater than 15' and less than 20'. ** - See note 8

		(X = Y = Z) in ft ³												Field Drilled Hole Diameters	Post Embedment Depth "D"
		3 Second Gust Wind Speed (TM671)													
		85 MPH				95 MPH				105 and 110 MPH					
		Number of Posts				Number of Posts				Number of Posts					
POST SIZE b x d	X	1	2	3*	3*	1	2	3*	3*	1	2	3*	3*	Not Req'd	4' - 0"
		X=15'	X=20'	X=15'	X=20'	X=15'	X=20'	X=15'	X=20'						
4" x 4"	122	244	261	366	98	196	210	294	88	176	188	264			
4" x 6"	257	514	550	771	205	410	439	615	185	370	396	555	1 1/2"	5' - 0"	
6" x 6"	426	852	912	1278	341	682	730	1023	308	616	660	924	2"	5' - 0"	
6" x 8"	779	1558	1669	2337	624	1248	1337	1872	563	1126	1206	1689	3"	7' - 0"	

TEMPORARY WOOD POST TABLE ** - Linear Interpolate X*Y*Z 3 post values for signs greater than 15' and less than 20'. ** - See note 9

<p>DATE: 08-JAN-2010</p> <p>REVISION DESCRIPTION:</p>	<p>DATE: APRIL 20, 2010</p> <p>SCALE: 1" = 20'</p> <p>DRAWN BY: MLD</p> <p>DESIGNER: JB/MLD</p> <p>CHECKED BY: JB</p> <p>PROJECT NUMBER: 10-035</p>
<p>5850</p> <p>08-JAN-2010</p> <p>TM200, TM671, TM821</p> <p>1 of 1</p>	<p>NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications</p> <p>OREGON STANDARD DRAWINGS</p> <p>WOOD POST SIGN SUPPORTS</p> <p>2008</p>

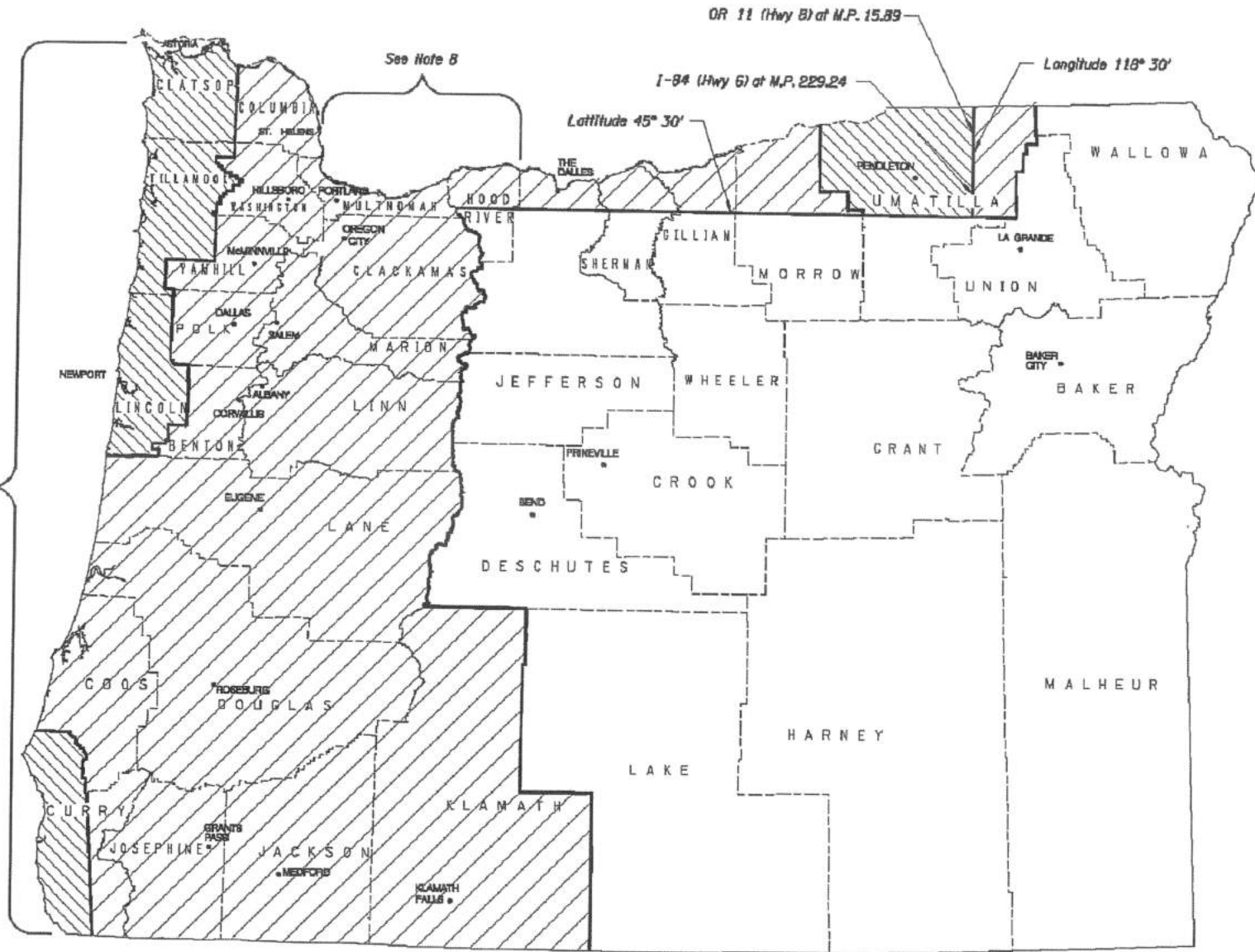
The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

Effective Date: June 1, 2010 - November 30, 2010 TM670

<p>REVISIONS</p> <p>DATE:</p> <p>REVISION DESCRIPTION:</p>	<p>AGENCY APPROVALS</p>
<p>PROJECT TITLE: DRIVE EXTENSION WETLEAU UTILITIES, PAVING, LOWELL, OREGON</p> <p>DESCRIPTION: DETAILS</p>	<p>Branch Engineering, Inc.</p> <p>Salem Office 317 Commercial St. NE, Suite 10 Salem, Oregon 97301 (503) 798-2577</p> <p>Headquarters 310 Fifth Street, Springfield, Oregon 97477 (541) 746-0837</p> <p>www.BranchEngineering.com Civil • Structural • Transportation • Geotechnical • Surveying</p>
<p>DATE: APRIL 20, 2010</p> <p>SCALE: 1" = 20'</p> <p>DRAWN BY: MLD</p> <p>DESIGNER: JB/MLD</p> <p>CHECKED BY: JB</p> <p>PROJECT NUMBER: 10-035</p>	<p>SHEET NO. D11</p> <p>16 OF 17 SHEET(S)</p>

1m671.dgn 05-JAN-2009

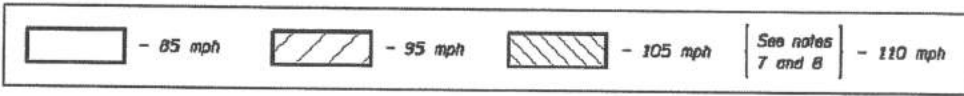
TM671



NOTES:

1. The wind velocity map as shown is adapted from AASHTO 2001 4th Edition - "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals", Appendix C, Figure C-3 and Section 3, Figure 3-2. It uses the wind speed map shown in Figure 1609 of the 2007 Oregon Structural Code to account for locations in the State with special wind regions.
2. The wind velocities shown above are 3-Second Gust wind velocities.
3. The Exposure Category is C.
4. The mean recurrence Interval is 50-Years.
5. Mountainous terrain, gorges, and ocean promontories are classified as special wind regions and shall be examined for unusual wind conditions.
6. The Interval Height (Kz) is 30 ft.
7. All areas with full exposure to ocean winds shall be designated 110 mph areas.
8. Areas in Multnomah and Hood River counties with full exposure to Columbia River Gorge winds shall be designated 110 mph areas.
9. Localities may have adapted wind speed higher than shown on this map. Those higher wind speed shall be used.

See Note 7



DATE BOOKING	DATE OF REPORT	DATE OF DRAWING	SHEET
			1 of 1
<p><i>The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.</i></p>			
<p>NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications</p>			
<p>OREGON STANDARD DRAWINGS</p> <p>3 SECOND GUST WIND SPEED ISOTACH</p> <p>2008</p>			
DATE	REVISION DESCRIPTION		
01/08	Initial map to reflect Oregon Structural Specialty Code modification.		

Effective Date: June 1, 2010 - November 30, 2010 TM671

REVISIONS	DATE	REVISION DESCRIPTION	BY:

PROJECT TITLE: DRIVE EXTENSION WETLEAU UTILITIES, LOWELL, OREGON		AGENCY APPROVALS
DESCRIPTION: DETAILS		

Branch Engineering, Inc.

Headquarters
310 Fifth Street
Springfield, Oregon 97477
(541) 746-0837

Salem Office
147 Commercial St. NE,
Suite 10
Salem, Oregon 97301
(503) 779-2577

www.BranchEngineering.com
Civil • Structures • Transportation • Geotechnical • Surveying

DATE	APRIL 20, 2010
SCALE	1" = 20'
DRAWN BY	MLD
DESIGNER	JB/MLD
CHECKED BY	JB
PROJECT NUMBER	10-035

SHEET NO.
D12
17 OF 17 SHEET(S)

TRUST DEED

THIS TRUST DEED, made on day ____ of June, 2021, between **JERRY VALENCIA and JULIE VALENCIA, AS TENANTS BY THE ENTIRETY as Grantor, CASCADE TITLE COMPANY, as Trustee, and ROY NELSON, as to an undivided 56.18% interest AND WILEY NELSON as to an undivided 43.82% interest, as Beneficiary,**

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Lane County, Oregon, described as:

Lots 1, 2, 4 and 23, Block 2, MERIDIAN PARK ADDITION, as platted and recorded in Book 15, Page 4, Lane County, Oregon Plat Records, in Lane County, Oregon.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ****FOUR HUNDRED FORTY-FIVE THOUSAND AND NO/100ths** Dollars, with interest thereon,** according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made payable by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable **July 01, 2026.**

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned, or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein or herein, shall become immediately due and payable. Said consent shall not be unreasonably withheld.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.
2. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.
4. To provide and continuously maintain insurance on the buildings now or hereafter erected on said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than the full insurable value, written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with obligations

NOTE: The Trust Deed Act provides that the Trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company, or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

TRUST DEED

JERRY VALENCIA and JULIE VALENCIA

Grantor

ROY NELSON AND WILEY NELSON

Beneficiary

After recording return to
CASCADE TITLE COMPANY
811 WILLAMETTE STREET
EUGENE OR 97401
TDDUETP (NRR)

described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust deed including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decrees of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any such reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee. The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the

grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto and that the grantor will warrant and forever defend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

- (a) primarily for grantor's personal, family, or household purposes [NOTICE: Line out the warranty that does not apply]
- (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors, and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the Grantor or Beneficiary may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.



JERRY VALENCIA

JULIE VALENCIA

State of Oregon
County of Lane

This instrument was acknowledged before me on _____, 2021 by JERRY VALENCIA and JULIE VALENCIA.

(Notary Public for Oregon)

My commission expires _____

ATTACHMENT E

TENTATIVE PLAN NARRATIVE

CONTACT INFORMATION

Applicant: Jerry Valencia

Phone: (541) 606-2571

Civil Engineer: The Favreau Group, LLC

Phone: (541) 683-7048

Date: 01-31-22

Map: 19-01-14-13-3700

REQUEST

The request is for approval of a 16-Lot Residential Subdivision to be constructed on TL 19-01-14-13-3700.

SECTION 9.226. – ACCOMPANING STATEMENTS

The tentative plan shall be accompanied by written statements from the applicant giving essential information regarding the following matters:

(a) Identify the adequacy and source of water supply including:

(1) Certification that water will be available to the lot line of each and every lot depicted on the Tentative Plan for a subdivision, or

(2) A bond, contract or other assurance by the applicant that a public water supply system will be installed by or on behalf of the applicant to each and every lot depicted on the Tentative Plan. The amount of such bond, contract or other assurance shall be determined by the City Council.

RESPONSE: There is an existing 8” water line on the west side and north side of Wetleau Drive that the proposed subdivision will connect. This water line can serve up to elevation 880 which includes all lots depicted in the proposed subdivision.

(b) Identify the proposed method of sewage disposal including:

(1) Certification that a sewage disposal system will be available to the lot line of each and every lot depicted on the Tentative Plan for a subdivision, or

(2) A bond, contract or other assurance by the applicant that a sewage disposal system will be installed by or on behalf of the applicant to each and every lot depicted on the Tentative Plan. The amount of such bond, contract or other assurance shall be determined by the City.

RESPONSE: There is an existing 8” sewage line in Wetleau Drive that the proposed subdivision will connect. This sewage line can serve all of the proposed lots. A bond, contract or other assurance by the applicant that a public sewage disposal system will be installed by or on behalf of the applicant as depicted on the Tentative Plan.

(c) Protective covenants, conditions and deed restrictions (CC&R'S) to be recorded, if any.

RESPONSE: CC&Rs may be recorded at the time of Final Plat.

(d) Identify all proposed public dedications including streets, pedestrian or bike ways, parks or open space areas.

RESPONSE: The Tentative Plan shows the proposed dedication of street right-of-way.

(e) Identify all public improvements proposed to be installed, the approximate time installation is anticipated and the proposed method of financing. Identify required improvements that are proposed to not be provided and the reason why they are not considered necessary for the proposed land division.

RESPONSE: The applicant is proposing to install public streets, street lights, water system, storm drain system, sewage disposal system and communication lines. The applicant is proposing to self-finance and begin installation the summer of 2022. There are no required improvements not being provided.

(f) A statement that the declarations required by ORS 92.075 on the final Plat can be achieved by the fee owner, vendor and/or the mortgage or trust deed holder of the property.

RESPONSE: The declarations required by ORS 92.075 on the Final Plat can be achieved by the fee owner.

(g) Proposed staged subdivisions or serial partitions shall be clearly identified on the application. A time schedule for future Platting shall also be submitted. The deciding authority may require a specific time schedule for approval.

RESPONSE: The proposed residential subdivision will be constructed under one phase.

SECTION 9.228 DECISION CRITERIA

A Partition Tentative Plan may be approved by the Planning Commission and a Subdivision Tentative Plan may be approved by the City Council. Approval shall be based upon compliance with the submittal requirements specified above and the following findings:

(a) That the proposed land division complies with applicable provisions of City Codes and Ordinances, including zoning district standards.

Response: The applicant is proposing to create a 16-lot subdivision. The underlying zoning classification is Single-Family residential and is consistent with the proposal. As seen on Sheet 1, all lots are above the minimum lot size, and lot width. The proposal includes three lots (lots 4, 5 and 9) that are panhandle (or “flag lots”). LDC Section 9.516 Access calls for every property to abut a street for a minimum of 16-feet, of which 12-foot must be paved, unless where the City approved an access to multiple lots sharing the same access in which case the total width must be at least 16-feet. The proposal complies with the applicable provision of City Codes and Ordinances, including zoning district standards.

(b) Where the proposed land division results in any lots or parcels that are at least two and one half times the allowed minimum lot size, the applicant has demonstrated that all such lots or parcels may be re-divided in the future to at least 80% of maximum density possible within current minimum lot sizes, existing site constraints, and requirements of this Code.

Response: The proposed property division will not result in lots that are larger than 2.5 times the minimum lot size.

(c) The applicant has demonstrated that the proposed land division does not preclude development on properties in the vicinity to at least 80% of maximum density possible within current minimum lot sizes, existing site conditions and the requirements of this Code.

Response: The adjacent properties are fully developed so therefore, this section does not apply.

(d) The proposed street plan:

(1) Is in conformance with City standards and with the Master Road Plan or other transportation planning document.

Response: The Master Road Plan does not show any additional street connections in this area.

(2) Provides for adequate and Safe traffic and pedestrian circulation both internally and in relation to the existing City street system.

Response: The proposed subdivision provides for adequate and safe traffic and pedestrian circulation along the looped street on to Wetleau Drive via sidewalks.

(3) Will not preclude the orderly extension of streets and utilities on undeveloped and underdeveloped portions of the subject property or on surrounding properties.

Response: The adjacent properties are fully developed so therefore, this section does not apply.

(e) Adequate public facilities and services are available to the site, or if public services and facilities are not presently available, the applicant has demonstrated that the services and facilities will be available prior to need, by providing at least one of the following:

(1) Prior written commitment of public funds by the appropriate public agency.

Response: No public funds are requested.

(2) Prior acceptance by the appropriate public agency of a written commitment by the applicant or other party to provide private services and facilities.

Response: No private services are proposed.

(3) A written commitment by the applicant or other party to provide for offsetting all added public costs or early commitment of public funds made necessary by development, submitted on a form acceptable to the City.

Response: No public funds are requested

(f) That proposed public utilities can be extended to accommodate future growth beyond the proposed land division.

Response: The adjacent properties are fully developed so therefore, this section does not apply.

(g) Stormwater runoff from the proposed land division will not create significant and unreasonable negative impacts on natural drainage courses either onsite or downstream, including, but not limited to erosion, scouring, turbidity, or transport of sediment due to increased peak flows and velocity.

Response: The existing drainage system in Wetleau Drive was designed to include the development of the subject land and therefore will accommodate this development.

(h) The proposed land division does not pose a significant and unreasonable risk to public health and safety, including but not limited to fire, slope failure, flood hazard, impaired emergency response or other impacts identified in Section 9.204(u).

Response: The proposed land division will be designed per the city code which was established to address the above mentioned risks.

SECTION 9.516 ACCESS

(a) Every property shall abut a street other than an alley for a minimum width of 16 feet, of which 12 foot must be paved, except where the City has approved an access to multiple lots sharing the same access in which case the total width must be at least 16 feet. No more than two properties may utilize the same access unless more are approved with the tentative plan.

RESPONSE: Lots 5 & 6 will share a common driveway and be at least 16 feet wide. Lot 9 will have a 20 foot wide access.

SECTION 9.526 BUILDING SITES

(d) Through Lots and Parcels: Through lots and parcels shall be avoided except where they are essential to the intended use.

RESPONSE: Lots 12 & 13 are through lots. These lots are essential due to the physical configuration of the overall parcel. Alternative layouts were examined to avoid the through lots, but several variances would be required for those layouts, therefore the through lots are essential to the intended use.

SECTION 9.631 SCOPE.

This Section shall apply to all areas of the City where the slope of the land is 15 percent or greater. In all areas of the City, concurrent with application for a building permit, excavation or fill permit or land division, the applicant shall provide elevation data adequate to determine slope

characteristics of the property or portions thereof being developed. If the City determines that the property does have areas of 15 percent slope or greater, then the proposed development shall, in addition to other applicable City ordinances, rules and regulations, also be reviewed for compliance with the requirements of Sections 9.630 through 9.635.

RESPONSE: Lots 9, 10, 12, 14 – 16 have portions that contain slopes over 15% as shown on the Conceptual Grading Plan. Sections 9.630 through 9.635 shall be reviewed during the building permit process.

Applicant: Jerry Valencia

Civil Engineer: The Favreau Group, LLC

Date: 02-10-22

Map: 19-01-14-13-3700

Additional Responses to City Code:

(g) Alignment: As far as is practicable, streets shall be in alignment with existing streets by continuations of the center lines thereof. Staggered street alignment resulting in "T" intersections shall, wherever practical, leave a minimum distance of 260 feet between the center lines of streets having approximately the same direction.

Response: There are no existing streets that stub to the site therefore the street continuation does not apply. Both "T" intersections are on the same side of the street and not an alignment of one street, so this is not a staggered street alignment, so therefore this does not apply.

(i) Intersection Angles: Streets shall be laid out to intersect at angles as near to right angles as practical except where topography require a lesser angle, but in no case shall the acute angle be less than 60 degrees unless there is a special intersection design.

Response: The easterly intersection is about 89 degrees and the west centerline intersection is radial to the centerline of Wetleau Dr. so therefore it is at 90 degrees.

ATTACHMENT F



Wetland Land Use Notice Response

Response Page

Department of State Lands (DSL) WN#*

WN2021-1233

Responsible Jurisdiction

Staff Contact Henry Hearley	Jurisdiction Type City	Municipality Lowell
Local case file # LU 2021 13	County Lane	

Activity Location

Township 19S	Range 01W	Section 14	QQ section	Tax Lot(s) 1400
------------------------	---------------------	----------------------	-------------------	---------------------------

Street Address

18 new lots on Wettleau Dr

Address Line 2

City

State / Province / Region

Postal / Zip Code

Country

Lane

Latitude

43.918793

Longitude

-122.776007

Wetland/Waterway/Other Water Features

- There are/may be wetlands, waterways or other water features on the property that are subject to the State Removal-Fill Law based upon a review of wetland maps, the county soil survey and other available information.

Your Activity

- A state permit will not be required for the proposed project because, based on the submitted site plan, the project avoids impacts to jurisdictional wetlands, waterways, or other waters.

Applicable Oregon Removal-Fill Permit Requirement(s)

- A state permit is required for 50 cubic yards or more of fill removal or other ground alteration in wetlands, below ordinary high water of waterways, within other waters of the state, or below highest measured tide.

Closing Information



Additional Comments

A removal-fill permit/Wetland Land Use notice is not needed for just a tax lot partition. If resources are indicated on the SW/Lowell LWI, and ground disturbance is proposed, feel free to send in a WLUN. Please contact me with any further questions.

This is a preliminary jurisdictional determination and is advisory only.

This report is for the State Removal-Fill law only. City or County permits may be required for the proposed activity.

A Federal permit may be required by The Army Corps of Engineers: (503)808-4373

Contact Information

- o For information on permitting, use of a state-owned water, wetland determination or delineation report requirements please contact the respective DSL Aquatic Resource, Proprietary or Jurisdiction Coordinator for the site county. The current list is found at: <http://www.oregon.gov/dsl/ww/pages/wwstaff.aspx>
- o The current Removal-Fill permit and/or Wetland Delineation report fee schedule is found at: <https://www.oregon.gov/dsl/WW/Documents/Removal-FillFees.pdf>

Response Date

12/7/2021

Response by:

Matthew Unitis

Response Phone:

503-986-5262

FEB 04 2022

ATTACHMENT G


AFFIDAVIT OF MAILING

LANE COUNCIL OF GOVERNMENTS

859 Willamette Street. Suite 500

Eugene, OR 97401

I, Henry Hearley, contracted planner, depose and state that I mailed, by regular first-class mail, on **FEBURARY 4, 2022**, a notice of a public hearing for a Tentative Subdivision Plan (Lake Town Subdivision) at Map and Tax Lot 19-01-14-13-03700, known as the **LU 2021 13** in the City of Lowell to the addresses contained herein.



Signature

Henry Hearley

Print Name

LOOKOUT POINT LLC
40160 E FIRST ST
Lowell, OR 97452

CITY OF LOWELL
PO BOX 490
Lowell, OR 97452

PLISKA DANIEL J & KATHLENE A
13289 SE TUMBLEWEED CT
Happy Valley, OR 97086

ROGERS JOSHUA J
539 E 1ST ST
Lowell, OR 97452

ELICKSON STEVEN R & DONNA
536 E 1ST ST
Lowell, OR 97452

FLINT-GERNER APRILLE
542 E 1ST ST
Lowell, OR 97452

PIERCE FAMILY TRUST
515 SUNRIDGE LN
Lowell, OR 97452

JUHLIN FAMILY TRUST
503 SUNRIDGE LN
Lowell, OR 97452

HANSEN FAMILY REV LIV TRUST
191 WETLEAU DR
Lowell, OR 97452

VALENCIA JERRY & JULIE
11 N ALDER ST
Lowell, OR 97452

FINCH KEVIN D
183 WETLEAU DR
Lowell, OR 97452

SCHWENDIMAN BRANT
165 WETLEAU DR
Lowell, OR 97452

JURASEVICH ROBERT & DIANA
PO BOX 42027
Eugene, OR 97404

BENNETT MARK GORDON
512 SUNRIDGE LN
Lowell, OR 97452

LITTON AVA M
172 WETLEAU DR
Lowell, OR 97452

KOZUMA LILIA
36058 ENTERPRISE RD
Creswell, OR 97426

HENTON BRYANT D & LAURA A
3335 HARLOW RD
Eugene, OR 97401

BRAZILL JOE & JASMINE
156 WETLEAU DR
Lowell, OR 97452

WHITE MARK ALLEN & GWENDOLYN
MADGE
160 WETLEAU DR
Lowell, OR 97452

LISTER JASON W & VICTORIA L
409 E 1ST ST
Lowell, OR 97452

WHITE DAVID LEE & THERESA A
PO BOX 478
Lowell, OR 97452

FLANARY KOLBY & JODIE
466 E 1ST ST
Lowell, OR 97452

JACKSON DONALD P & RITA M
PO BOX 344
Lowell, OR 97452

CARROLL GWENDOLYN
429 E 1ST ST
Lowell, OR 97452

SHOOT RICK & SUSAN
PO BOX 298
Lowell, OR 97452

PELROY DANIEL L & DIANNA A
PO BOX 341
Lowell, OR 97452

KAHLER LUCIA & ALEX
446 E 1ST ST
Lowell, OR 97452

NEET MICHAEL J
436 E 1ST ST
Lowell, OR 97452

MARTIN ROBERT & LINDA KAY
PO BOX 134
Lowell, OR 97452

LANDIN GREGORY M & SIGNE L
439 E 1ST ST
Lowell, OR 97452

ROBERTS KORY ALLEN
456 E 1ST ST
Lowell, OR 97452

GILLILAND JEFFERY J & CYNTHIA D
PO BOX 1132
Fall Creek, OR 97438

COURTNEY TRAVIS O PO BOX 389
Lowell, OR 97452

BUCHHOLZ BRUCE E & PAMELA J
422 E 1ST ST
Lowell, OR 97452

LOIS MAY ROYCE TRUST
424 E 1ST ST
Lowell, OR 97452

HAMPTON GREGORY CLARK & LISA
AILEEN
396 E 1ST ST
Lowell, OR 97452

SIEGEL HERLINDA
398 E 1ST ST
Lowell, OR 97452

POST ISAAK J & JOHNSON CAITLIN E
465 E 1ST ST
Lowell, OR 97452

DOAN RANDY R
475 E 1ST ST
Lowell, OR 97452

WISEMAN LEON F III & NANCY M
495 E 1ST ST
Lowell, OR 97452

RICHMAN CHRISTINE R
10 TRAILBLAZER CT
Lowell, OR 97452

SILEBI BENJAMIN M & REBECCA J
PO BOX 484
Lowell, OR 97452

HERN STEVEN P & BRANDY L
40 TRAILBLAZER CT
Lowell, OR 97452

HERN JOINT TRUST
40 TRAILBLAZER CT
Lowell, OR 97452

CORL JEFFERY L
PO BOX 420
Lowell, OR 97452

MCBEE MARY LYNN
49 WETLEAU DR
Lowell, OR 97452

MCNAMEE ZACHARY DANIEL &
JANET LEA
61 WETLEAU DR
Lowell, OR 97452

BEAUDRO STORMY LEE
73 WETLEAU DR
Lowell, OR 97452-9500

HOLLENBERRY JEFFREY S L & AMY L
81 WETLEAU DR
Lowell, OR 97452

WINTERS KERRI L
97 WETLEAU DR #9
Lowell, OR 97452

COLEMAN JONATHAN SHANE &
JESSICA RAE
98 WETLEAU DR
Lowell, OR 97452

BAINES GIENIA L
PO BOX 26
Dexter, OR 97431

CLAY RICHARD ANDREW & ANNE
MARIE
707 55TH PL
Springfield, OR 97478

THOMPSON MONICA L
92 WETLEAU DR
Lowell, OR 97452

CANTWELL JOHNNY RAY
84 WETLEAU DR
Lowell, OR 97452

MURRAY JIMMY LEE & KRISTIN
EVERETT
72 WETLEAU DR
Lowell, OR 97452

GANIEANY MICHAEL E & AMANDA I
60 WETLEAU DR
Lowell, OR 97452

WHITNEY HEATHER
50 WETLEAU DR
Lowell, OR 97452

CITY OF LOWELL
NOTICE OF PUBLIC HEARING
Mailing Date February 4, 2022

Notice is hereby given for a Public Hearing by the Lowell Planning Commission and City Council for a **16-lot subdivision** of a property located at 19-01-14-13 Tax Lot 03700. Per Lowell Development Code, a subdivision requires a recommendation by Planning Commission forwarded onto City Council for final action. The dates for the Planning Commission and City Council hearings are listed below.

The Planning Commission Hearing will occur on March 2, 2022, at 7:00 P.M.

The City Council Hearing will occur on March 15, 2022, at 7:00 P.M.

The hearing will occur at 70 North Pioneer Street. A remote option will also be available via Zoom. To receive the Zoom link please contact the City Administrator by 3PM on March 2.

Requested Action: Creation of a 16- lot Subdivision for residences

Owner/Applicant: Jerry and Julie Valencia

Applicant's Representative: Anthony Favreau, PE, The Favreau Group.

Property Location: No Address

Assessor Map: 19-01-14-13

Tax Lot: 03700

Existing Area: 3.47 acres

Existing Zone: R-1, Single Family Residential

The Lowell Land Use Development Code specifies the applicable procedures and criteria for evaluation of the requested action. Applicable Code Sections include **Section 9.204 Application Site Plan, Section 9.220 Subdivision or Partition Tentative Plan, Section 9.223 General Information, Section 9.520 Storm Drainage, Section 9.516 Access, Section 9.517 Streets, Section 9.518 Sidewalks, Section 9.236 Dedication Requirements, and Section 9.630 Hillside Development.** Additional criteria may be identified and incorporated into the Staff Report. The specific criteria will be addressed in the Staff Report. See map on reverse.

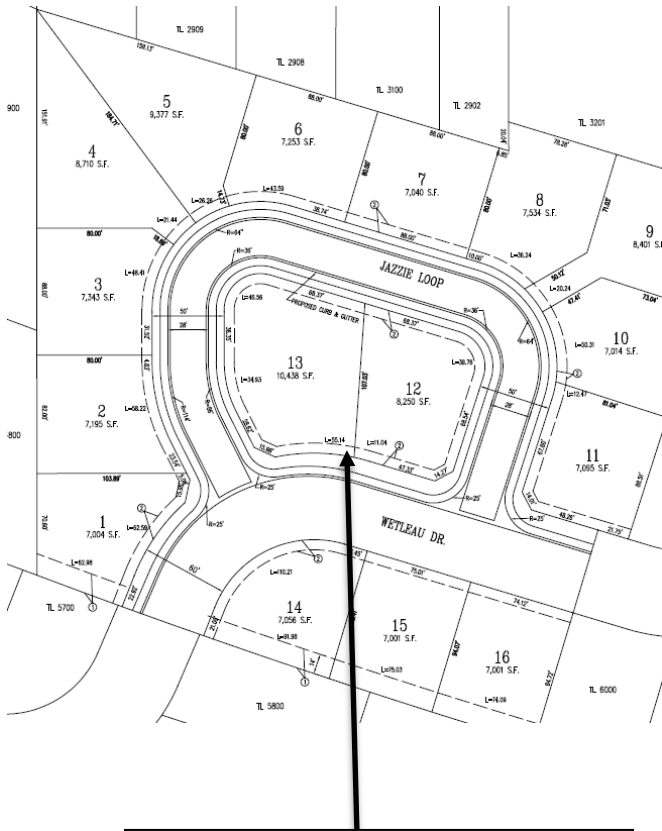
A copy of the Application, all documents and evidence relied upon by the Applicant and the Staff Report containing the applicable criteria will be available for inspection at the Lowell City Hall at least seven days prior to the public hearing meeting. The application and all applicant maps are available for anyone to inspect at City Hall or by calling or emailing Henry Hearley or Jeremy Caudle. See below for contact information. Copies provided at cost of printing.

Failure of an issue to be raised in the Hearing or by letter, or failure to provide sufficient detail to afford the decision makers an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals (LUBA) on that issue.

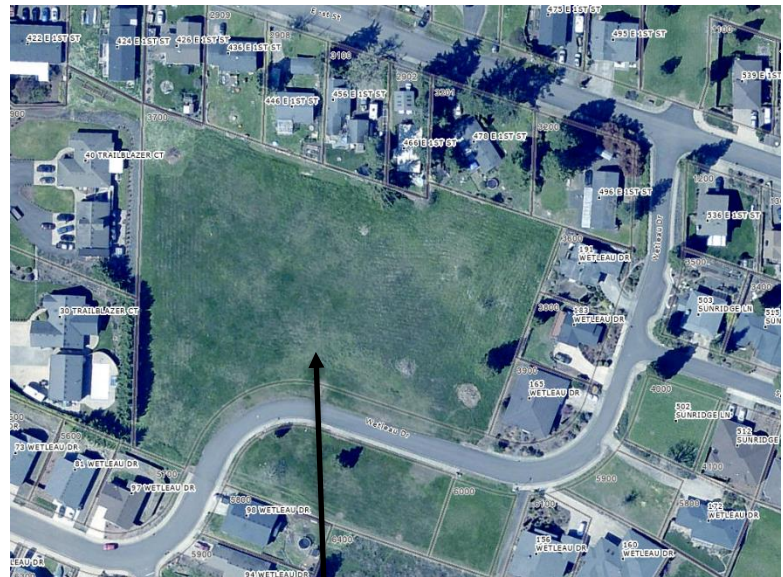
A Subdivision requires a Public Hearing (dates noted above). Oral testimony may be presented at the Hearing in person, via Zoom or written testimony may be delivered or mailed to the Lowell City Hall located at 107 East Third Street, Lowell, Oregon 97452 or emailed to Jeremy Caudle, City Administrator, at Caudle@ci.lowell.or.us. Or to Henry Hearley, Lane Council of Governments, 859 Willamette Street, Suite 500, Eugene, OR, 97401, hhearley@lcog.org 541-682-3089.

Written Testimony shall be received by the City no later than 3:00 pm on February 23, 2022, to be included in the Staff Report.

For additional information please write to City Hall at the above address or call City Hall at (541) 937-2157 or fax to 541-937-2066, or to Henry Hearley or Jeremy Caudel at the address listed in this notice.



Tentative Subdivision Plat Submission



Subject Property

ATTACHMENT H

HEARLEY Henry O

From: Matt Wadlington <Mwadlington@civilwest.net>
Sent: November 8, 2021 12:13 PM
To: HEARLEY Henry O
Subject: RE: Referral comment request for subdivision in Lowell, OR

CAUTION: This email originated from outside the organization. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Henry,

I don't have anything specific I'm looking for, just how they're planning on meeting the stormwater requirements. It doesn't look like they've planned for any detention ponds, so I'd look to see pre and post development flows and how they're mitigating that.

-Matt

--

Matt Wadlington, PE, Principal
Willamette Valley Regional Manager
Licensed in OR, WA, CA
d 541.982.4373 | c 520.444.4220

Civil West



Civil West Engineering Services, Inc.

200 Ferry St. SW, Albany, OR 97321

p 541.266.8601

www.civilwest.com

From: HEARLEY Henry O <HHEARLEY@Lcog.org>
Sent: Monday, November 8, 2021 12:06 PM
To: Matt Wadlington <Mwadlington@civilwest.net>
Subject: RE: Referral comment request for subdivision in Lowell, OR

Thank you, Matt!

Is there something you'd like to see with respect to drainage? They have submitted a Geotech that was done for that entire area back when it was first developed as part of the Sunridge Subdivision (Geotech attached here).

Henry

From: Matt Wadlington <Mwadlington@civilwest.net>
Sent: November 8, 2021 11:56 AM

To: HEARLEY Henry O <HHEARLEY@Lcog.org>; TAYLOR Becky <becky.taylor@lanecountyor.gov>; Alycia Lenzen <alycia.lenzen-hammerel@lanecountyor.gov>; Lon Dragt (dragt2300@gmail.com) <dragt2300@gmail.com>; ODOT Reg 2 Planning Manager <ODOTR2PLANMGR@odot.state.or.us>; Max Baker <mbaker@ci.lowell.or.us>
Cc: CAUDLE Jeremy <JCaudle@ci.lowell.or.us>
Subject: RE: Referral comment request for subdivision in Lowell, OR

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Hi Henry,

Thanks for the email. I agree, this doesn't seem complete without a tentative plan showing public (streets, water, sewer, storm) improvements. Given the amount of topography on this and neighboring parcels, I'd also want to see preliminary grading plans.

Regarding the plans that were submitted, I believe those are just the plans for the existing Wetleau Drive. I don't have a problem with them being 12 years old since they're not going to be used for construction. However, I would reiterate my comment from the pre-application meeting about needing to reconstruct the north side of Wetleau to meet City standards.

-Matt

--
Matt Wadlington, PE, Principal
Willamette Valley Regional Manager
Licensed in OR, WA, CA
d 541.982.4373 | c 520.444.4220



Civil West Engineering Services, Inc.
200 Ferry St. SW, Albany, OR 97321
p 541.266.8601
www.civilwest.com

From: HEARLEY Henry O <HHEARLEY@Lcog.org>
Sent: Monday, November 8, 2021 11:29 AM
To: TAYLOR Becky <becky.taylor@lanecountyor.gov>; Alycia Lenzen <alycia.lenzen-hammerel@lanecountyor.gov>; Lon Dragt (dragt2300@gmail.com) <dragt2300@gmail.com>; ODOT Reg 2 Planning Manager <ODOTR2PLANMGR@odot.state.or.us>; Matt Wadlington <Mwadlington@civilwest.net>; Max Baker <mbaker@ci.lowell.or.us>
Cc: CAUDLE Jeremy <JCaudle@ci.lowell.or.us>
Subject: RE: Referral comment request for subdivision in Lowell, OR

Apologies – attached are the application materials.

Henry

From: HEARLEY Henry O

Sent: November 8, 2021 11:27 AM

To: 'TAYLOR Becky' <becky.taylor@lanecountyor.gov>; Alycia Lenzen <alycia.lenzen-hammerel@lanecountyor.gov>; Lon Dragt (dragt2300@gmail.com) <dragt2300@gmail.com>; 'ODOT Reg 2 Planning Manager' <ODOTR2PLANMGR@odot.state.or.us>; 'Matt Wadlington' <Mwadlington@civilwest.net>; 'Max Baker' <mbaker@ci.lowell.or.us>

Cc: CAUDLE Jeremy <JCaudle@ci.lowell.or.us>

Subject: Referral comment request for subdivision in Lowell, OR

Importance: High

All:

The City of Lowell is respectfully requesting comments on a proposed subdivision in Lowell, Oregon. Upon initial review of the application materials, it is evident to staff that the application is incomplete. There is no tentative subdivision plat, no proposed subdivision name, no road improvement plans for the two cul-de-sacs, and the public improvement plans that are submitted are nearly 12 years old. These are a few of the comments the staff will include in the applicant's incompleteness letter. If your agency has any comments for the applicant, please let me know by November 23, 2021. If you require additional information for your review, please indicate what information you need so that I may relay that to the applicant.

Respectfully,

Henry

Henry O. Hearley
Associate Planner
Lane Council of Governments
hhearley@lcog.org
541-682-3089

HEARLEY Henry O

From: Matt Wadlington <Mwadlington@civilwest.net>
Sent: February 1, 2022 1:49 PM
To: HEARLEY Henry O
Cc: CAUDLE Jeremy; CALLISTER Jacob (LCOG); Max Baker
Subject: RE: Jerry Valencia Tentative Subdivision Submittal

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Hi Henry,

I had a chance to look over the Tentative Subdivision Submittal this morning and have the following comments. In general, I'm OK with the completeness of the application from my perspective.

- Sidewalk will need to be built on both sides of Wetleau Dr.
- It's not explicitly stated in the application, but this project will require widening of Wetleau Dr on the west and north sides to meet the cross section on either side of the proposed development.
- I'm OK with the drainage report/statement provided, but would like to express some concern over the drainage behind the lots on the western side (lots 1-4). These lots naturally drain to the southwest, so would drain off the proposed subdivision. In general, the storm drainage system in Wetleau Dr has capacity to accept the increase in water, but we need to make sure that there is no increase in runoff along the western boundary. Ideally, I'd like to see all of the runoff routed to the storm system. This may require more detailed grading design along that property line.
- It is unclear from the grading plan if it has been accounted for or not, but at the bottom end of the new loop, where it connects to Wetleau Dr, we'll need to see a relatively flat spot at the bottom where cars will stop (landing pad).

--

Matt Wadlington, PE, Principal
Willamette Valley Regional Manager
Licensed in OR, WA, CA
d 541.982.4373 | c 520.444.4220



Civil West Engineering Services, Inc.
200 Ferry St. SW, Albany, OR 97321
p 541.266.8601
www.civilwest.com

From: ANTHONY J FAVREAU <favreaugroup@msn.com>
Sent: Tuesday, February 1, 2022 8:19 AM

To: HEARLEY Henry O <HHEARLEY@Lcog.org>; jerryv bridgewaycontracting.com <jerryv@bridgewaycontracting.com>
Cc: CAUDLE Jeremy <JCaudle@ci.lowell.or.us>; Matt Wadlington <Mwadlington@civilwest.net>; CALLISTER Jacob (LCOG) <jcallister@lcog.org>; Max Baker <mbaker@ci.lowell.or.us>
Subject: RE: Jerry Valencia Tentative Subdivision Submittal

Henry,

Attached are the revised maps, narrative and a Drainage Study. I added a fire hydrant to the middle of the new street. I have submitted to Lane County the Plat Name for approval. Let me know if you need anything else.

Thanks,
Tony Favreau
541-683-7048

From: HEARLEY Henry O <HHEARLEY@Lcog.org>
Sent: Monday, January 31, 2022 3:57:03 PM
To: jerryv bridgewaycontracting.com <jerryv@bridgewaycontracting.com>; ANTHONY J FAVREAU <favreaugroup@msn.com>
Cc: CAUDLE Jeremy <JCaudle@ci.lowell.or.us>; Matt Wadlington <Mwadlington@civilwest.net>; CALLISTER Jacob (LCOG) <jcallister@lcog.org>; Max Baker <mbaker@ci.lowell.or.us>
Subject: RE: Jerry Valencia Tentative Subdivision Submittal

Thank you for the revised plans, Jerry and Tony. One other thing that was brought up at the pre-app meeting was the location of fire hydrants. I may be wrong, but I didn't see any proposed locations of fire hydrants.

Henry

From: jerryv bridgewaycontracting.com <jerryv@bridgewaycontracting.com>
Sent: January 31, 2022 3:29 PM
To: HEARLEY Henry O <HHEARLEY@Lcog.org>; ANTHONY J FAVREAU <favreaugroup@msn.com>
Cc: CAUDLE Jeremy <JCaudle@ci.lowell.or.us>; Matt Wadlington <Mwadlington@civilwest.net>; CALLISTER Jacob (LCOG) <jcallister@lcog.org>
Subject: Re: Jerry Valencia Tentative Subdivision Submittal

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We will attach to the existing storm water system that Mia had approved by the city of Lowell. We have given Max both sets of drawing with the

Jerry Valencia
Owner/PM/Estimator
Bridgeway Contracting, LLC
CCB #176939

From: HEARLEY Henry O <HHEARLEY@Lcog.org>
Sent: Monday, January 31, 2022 3:26:25 PM

To: ANTHONY J FAVREAU <favreaugroup@msn.com>

Cc: jerryv bridgewaycontracting.com <jerryv@bridgewaycontracting.com>; CAUDLE Jeremy <JCaudle@ci.lowell.or.us>;
Matt Wadlington <Mwadlington@civilwest.net>; CALLISTER Jacob (LCOG) <jcallister@lcog.org>

Subject: RE: Jerry Valencia Tentative Subdivision Submittal

Received. Thank you, Tony.

One thing I noticed that I wanted to bring to your attention is that lots 12 and 13 are through lots. Through lots in Lowell shall be avoided except when they are essential to the intended land use. Now, I think there's an argument the through lots are essential to the new layout because the previous layout would have required variances. So that being said, if you could please add a discussion as to why through lots are essential to the layout to the narrative, that would be appreciated.

We are still reviewing the new plans, but one thing we still need for technical completeness is how you're proposing to meet stormwater requirements, in particular, the City would like to see pre and post development peak flows and how you're mitigating that.

I understand paper copies of the revised plans were dropped off at the City today – thank you for that. We'll send a copy to the City Engineer.

Henry

From: ANTHONY J FAVREAU <favreaugroup@msn.com>

Sent: January 29, 2022 1:00 PM

To: HEARLEY Henry O <HHEARLEY@Lcog.org>

Cc: jerryv bridgewaycontracting.com <jerryv@bridgewaycontracting.com>; CAUDLE Jeremy <JCaudle@ci.lowell.or.us>;
Matt Wadlington <Mwadlington@civilwest.net>

Subject: RE: Jerry Valencia Tentative Subdivision Submittal

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Henry,

We have decided to revise the Tentative Map so all of the lots conform to the City lot standards. Also, we are able to meet the fire truck turning radius. Let me know if you need anything else.

Thanks,

Tony Favreau
541-683-7048

From: [HEARLEY Henry O](#)

Sent: Friday, January 28, 2022 1:24 PM

To: [ANTHONY J FAVREAU](#)

Cc: jerryv@bridgewaycontracting.com; CAUDLE Jeremy

Subject: RE: Jerry Valencia Tentative Subdivision Submittal

Thank you, Tony.

Yes, you may request a variance to the lot depth standards. The variance must be able to meet the approval criteria for a variance. A variance will be heard by the Planning Commission and can happen concurrently with the subdivision. A variance is a separate application and fee. The variance criteria are attached here.

Are there any lots that are below the minimum 60-foot lot width (65 for corner lots)? Similar to how you can find lot depth for irregular lots, see the attached for how you can find lot width for irregular lots.

Let me know if you need anything else.

Henry

From: ANTHONY J FAVREAU <favreaugroup@msn.com>
Sent: January 28, 2022 10:25 AM
To: HEARLEY Henry O <HHEARLEY@Lcog.org>
Cc: jerryv bridgewaycontracting.com <jerryv@bridgewaycontracting.com>
Subject: RE: Jerry Valencia Tentative Subdivision Submittal

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Henry,

The Lot Depths are as follows:

Lot 3 = 72.5'
Lot 7 = 64'
Lot 9 = 63.4'
Lot 13 = 62'

Can we ask for a variance on the lot depths? If not, we will probably lose 2 - 3 lots.

Thanks,
Tony Favreau
541-683-7048

From: HEARLEY Henry O <HHEARLEY@Lcog.org>
Sent: Friday, January 28, 2022 9:57:02 AM
To: ANTHONY J FAVREAU <favreaugroup@msn.com>
Subject: RE: Jerry Valencia Tentative Subdivision Submittal

Tony:

I am looking at the plans a little more in depth now. We will have comments back to you sooner than later. One thing I just wanted to quickly have you calculate for me is the lot depth of lots 3 and 9. The minimum lot depth is 80-feet. Those two lots are not your typical lot configuration so lot depth is calculated by finding the midpoint of the front property and rear property line, then connecting those two points with a line – the length of that line is lot depth.

https://qcode.us/codes/sealbeach/view.php?topic=11-i-11_1_15-11_1_15_030

Henry

From: ANTHONY J FAVREAU <favreaugroup@msn.com>
Sent: January 28, 2022 8:39 AM
To: HEARLEY Henry O <HHEARLEY@Lcog.org>; CAUDLE Jeremy <JCaudle@ci.lowell.or.us>
Cc: jerryv bridgewaycontracting.com <jerryv@bridgewaycontracting.com>; Matt Wadlington <Mwadlington@civilwest.net>
Subject: RE: Jerry Valencia Tentative Subdivision Submittal

CAUTION: This email originated from outside the organization. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Henry,

Here you go.

Thanks,

Tony Favreau
541-683-7048

From: [HEARLEY Henry O](#)
Sent: Friday, January 28, 2022 8:08 AM
To: [ANTHONY J FAVREAU](#); [CAUDLE Jeremy](#)
Cc: [jerryv bridgewaycontracting.com](#); [Matt Wadlington](#)
Subject: RE: Jerry Valencia Tentative Subdivision Submittal

Tony, thank you for these materials. Please give us some time to review them. In the meantime, please sign and return the attached form.

Henry

From: ANTHONY J FAVREAU <favreaugroup@msn.com>
Sent: January 27, 2022 3:12 PM
To: CAUDLE Jeremy <JCaudle@ci.lowell.or.us>; HEARLEY Henry O <HHEARLEY@Lcog.org>
Cc: jerryv bridgewaycontracting.com <jerryv@bridgewaycontracting.com>
Subject: Jerry Valencia Tentative Subdivision Submittal

CAUTION: This email originated from outside the organization. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Jeremy,

Attached are the response documents to the subject Tentative Map. Jerry Valencia will drop off two paper copies of the submittal documents to City Hall. Please let me know if you need anything else.

Thanks,
Tony Favreau
541-683-7048

From: [HEARLEY Henry O](#)
Sent: Thursday, January 27, 2022 1:35 PM
To: [ANTHONY J FAVREAU](#)
Cc: [CAUDLE Jeremy](#)
Subject: Lowell Stuff

Tony: Jerry already has a pending application for subdivision (if this is indeed the same subdivision we're talking about)... The application has been deemed "incomplete." So, there's really no need to submit a new application. I would focus on the items missing for completeness. By law, the applicant has 180 days from November 8, 2021 to respond to the incompleteness letter. To my knowledge Jerry has not done that yet. On the 181st if no response is received, then the application is void. The 181st day is May 7, 2022.

<https://www.ci.lowell.or.us/cd/page/land-use-permit-application>

Jeremy Caudle, City Administrator, JCaudle@ci.lowell.or.us

Henry

Henry O. Hearley
Associate Planner
Lane Council of Governments
hhearley@lcog.org
541-682-3089

ATTACHMENT I



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

Pre-application follow up letter

August 16, 2021

Jerry Valencia
PO Box 246
Lowell, OR 97452

Dear Mr. Valencia:

This is to follow up on the August 10, 2021 pre-application consultation that the City held with you regarding your proposal for a new single-family subdivision located at map and tax lot #19-01-14-13-03700. Joining us at this meeting was City Attorney Gary Darnielle, Public Works Director Max Baker, Lowell Fire District Chief Lon Dragt, and City Engineer Matt Wadlington.

The purpose of this letter is to summarize the discussion and provide information on next steps. A pre-application consultation is "an informal review of a proposal prior to application to determine the general feasibility of the proposal" (L.R.C. §9.201). For that reason, the City will hold off on following the application processing steps in L.R.C. §9.203 regarding your proposal until we receive a completed application from you that addresses the topics summarized below.

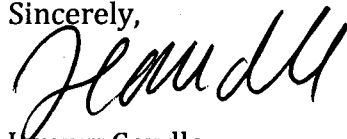
A summary of what we discussed in the pre-application consultation is as follows:

- Your preferred proposal includes "Option #2," as notated on the site plan that you submitted. Option 2 includes 22 lots with 5,500 square foot lot sizes. The City noted that current zoning regulations require a minimum lot size of 7,000 feet for this zoning district, meaning your proposal would not meet zoning requirements.
- You indicated that changes in state zoning law might require the City to implement smaller lot sizes that would accommodate your proposal. The City Attorney agreed to research this matter to determine what these changes in state law will require for the City of Lowell.
- The City also mentioned that the current zoning code update (scheduled for completion in early 2022) contemplates smaller lot sizes. Waiting for these changes to occur could be an option for you in order to proceed with Option 2.

- The City also mentioned that proceeding with an application for a “Planned Development District” could be an option for you to move forward with the 5,500 square foot lots prior to the changes in the zoning code being implemented. A copy of the development code relating to planned development districts is included for your reference.
- The City Engineer observed that the street drawings in the plans prepared by Branch Engineering show Wetleau Drive narrowing in certain areas. A requirement of any future application for this project may be to require that Wetleau Drive be widened to a standard road width.
- The Fire Chief and Public Works Director discussed fire hydrants. They mentioned that an analysis of the fire flows would be needed and would affect how many fire hydrants would be required. The Fire Chief and Public Works Director agreed to work together on getting an answer to this question.
- It is possible that the City’s hillside development standards would apply to this development. A topographical survey may be required as a condition of moving forward with the application.
- The Fire Chief expressed concerns about cars parking on the side of the road with Option 2. This would need to be addressed with future applications. The Fire Chief also requested for future site plans to provide a measurement showing the sizes of the cul-de-sacs.

If you have any questions, or if I’ve missed anything in this summary, feel free to let me know.

Sincerely,



Jeremy Caudle
City Administrator

Sec. 9.460. Planned development overlay district PD.

The purpose of the PD overlay district is to provide opportunities to create more desirable working or living environments by the application of new development standards applied under an approved plan and program that is professionally prepared. The PD overlay district is intended to be used to encourage the application of new techniques and new technology to community development that can achieve economies in land development and maintenance while providing building groupings, open spaces and circulation systems that enhance the working or living environment of the inhabitants. A planned development may be residential, commercial or industrial or a mixed combination of land uses. Application procedures are as follows:

(a) *Planned development applications.*

- (1) The City or a property owner may request a PD overlay zone in combination with any primary zone in accordance with the application requirements of sections 9.201 through 9.204, the amendment procedure of section 9.253 and the requirements of sections 9.430 to 9.437 contained herein.
- (2) A property owner located in an existing PD overlay zone may request approval of a PD plan in conformance with the requirements of Sections 9.421 and 9.430 to 9.437 contained herein.
- (3) Application for a PD overlay zone or a PD Plan is divided into three phases:
 - A. The applicant shall first submit a PD conceptual plan containing drawings and a written program that is presented in enough detail to clearly describe the proposed development. An informal pre-application review by members of the Planning Commission and City Council will be scheduled in conformance with sections 9.201 and 9.202 to determine if the requested PD conforms to the City's PD requirements and is conceptually acceptable to the City. This preliminary process is intended to save time and expense for the applicant and the City.
 - B. After receiving approval in principle of the PD conceptual plan the applicant shall have a PD development plan prepared by a professional design team that contains drawings and a written program for a formal public hearing and decision by the City.
 - C. Verification of compliance with the conditions of approval by the City Administrator and acceptance of the Official PD Development Plan in conformance with the approved PD Development Plan.

Sec. 9.461. PD development standards.

- (a) *Minimum site size.* A PD overlay district shall not be established on less than five acres unless the City finds a smaller area is suitable by virtue of its characteristics or location.
- (b) *Comprehensive plan compliance and adjacent property protection.*
 - (1) The development plan and program shall present an organized arrangement of buildings, service facilities, open spaces and improvements in compliance with the intent of the Comprehensive Plan that also protects the property rights of adjacent property owners.
 - (2) Periphery yards of a PD overlay district shall be at least as deep as those required by the yard regulations of the underlying District unless the City finds that equal protection will be accorded through the specific design features of the approved plan.

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- (c) *Lot coverage and building height.* Lot coverage and building height shall be no greater than for the underlying district unless the City finds that an exception is warranted in terms of the adjacent property protection and amenities proposed in the total development.
- (d) *Open space.* Open space in a PD overlay district means the land area to be used for scenic or open recreational purposes within the development.
- (1) Open space does not include street right-of-way, driveways, parking areas, required setbacks, or public service easements unless these areas have some special recreational design or purpose.
 - (2) Open space shall be adequate for the recreational and leisure use of the population occupying the development and shall be designed to enhance the development.
 - (3) To the maximum extent possible, the plan and program shall assure that natural features of the land are preserved and landscaping is provided.
 - (4) Instruments guaranteeing the maintenance of open space shall be provided with the proposed plan. Documents dedicating development rights and provisions for maintenance of open space shall be approved as to form by the City Attorney.
- (e) *Density.* Greater overall density than that specified in the Primary District may be allowed under a PD overlay district based on the entire development design. Generally the density provision of the underlying district shall be used as a guideline for a deviation from the standard density. Areas used for public street right-of-way or private roadway intended to provide access to more than two structures may be excluded when determining the overall density of the development.
- (f) *Subdivision lot sizes.* Minimum area, width, depth and frontage requirements for subdivision lots in a PD overlay district shall be the same as the basic district unless smaller lots are approved in accordance with proposed plan and program.
- (g) *Additional standards and controls.* The City may require additional standards or controls to protect adjacent property rights or the health, safety and welfare of the general public in compliance with the comprehensive plan based upon the specific development request. Additional standards and controls may include, but are not limited to, the following:
- (1) Increasing the required setbacks to protect adjacent properties or solar access.
 - (2) Controlling the location and number of vehicular access points.
 - (3) Establishing new streets, increasing the right-of-way or roadway width of existing streets, requiring curbs and sidewalks, and in general, improving the traffic circulation system.
 - (4) Requiring improvements for utilities or storm drainage facilities.
 - (5) Increasing the number of parking spaces and improving design standards for parking areas.
 - (6) Limiting the number, size, location, and lighting of signs.
 - (7) Designating sites for open space and recreation and, in general, improving landscaping requirements.
 - (8) Requiring view obscuring screening or fencing.
 - (9) Establishing time limits for completion of all or any portion of the project, including, but not limited to utilities, drainage facilities, streets, curbs, gutters, sidewalks, parking areas, landscaping, fencing, screening or recreation areas.
 - (10) Requiring contractual agreements with the City to assure development of streets, sidewalks, drainage facilities, utilities, and other improvements to standards acceptable to the City.

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- (h) *Phased development.* The applicant may elect to develop the site in successive stages as proposed in the PD development plan.
- (1) Each such stage shall be a substantially complete unit of development.
 - (2) The City may require that development be done in stages if public facilities are not adequate to service the entire development initially.
- (i) *Permitted uses in residential PD overlay districts.* The following uses and their accessory uses may be permitted in a PD overlay district which has been combined with a residential district.
- (1) Residential use of land.
 - (2) Related commercial uses when approved by the City.
 - (3) Related community service uses when approved by the City.
 - (4) Proposed standards or controls shall be specified in the PD development plan and signed by the owners. Where applicable the requirements may be made part of future deed CC&R's.

Sec. 9.462. PD conceptual plan.

An applicant shall submit at least 15 copies of a conceptual drawings and a written program to the City for review and acceptance of the proposed development in principle. An informal review by members of the Planning Commission and City Council will be scheduled to determine if the requested PD conforms to the City's PD requirements and is conceptually acceptable to the City. The proposal shall address the following elements.

(a) *Elements of the plan.*

- (1) Vicinity map showing location of streets and lots in the area within 300 feet of the proposed development.
- (2) Existing lands uses.
- (3) Proposed land uses including housing unit densities (number of units per acre, type of residence, and number of bedrooms by type of residence); commercial facilities such as shopping and community facilities such as schools or parks.
- (4) Building types and approximate bulk.
- (5) Vehicular and pedestrian access, circulation, and parking pattern. Status of street ownership.
- (6) Proposed subdivision layout.
- (7) Parks, playgrounds, and open spaces.
- (8) Existing natural features such as trees, streams and topography.
- (9) Landscaping, screening, and fencing proposals.
- (10) Proposed method of solid waste disposal.
- (11) Proposed method for provisions of water supply and sewage disposal.
- (12) Proposed method for the handling of surface water drainage.
- (13) Proposed grading patterns.
- (14) Street and open space lighting proposals.

(b) *Elements of the program.*

- (1) Proposed members of the professional design team.

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- (2) Proposed ownership pattern.
 - (3) Operation and maintenance proposal, such as condominium, co-op, or Homeowners Association.
 - (4) Time table of the development, to include expected starting dates, projection of completion time, and project phasing, if anticipated.
 - (5) Method of public improvements financing, if any.
- (c) *Review of PD conceptual plan.*
- (1) An informal review with the applicant and City Officials will be scheduled to determine if the requested PD conforms to the City's PD requirements and is conceptually acceptable to the City.
 - (2) Members of the Planning Commission and City Council shall informally review the PD conceptual plan and may recommend either preliminary approval in principle, with or without modifications, or denial. Such action shall be based upon compliance with the intent of City's Comprehensive Plan, the intent of City development standards and the extent of deviation from City standards proposed in the PD.
 - (3) Approval in principle of the PD conceptual plan shall be limited to the preliminary acceptability of the land uses proposed and their interrelationships and shall not be construed to endorse the precise location of uses nor engineering feasibility. The City may require the submission of additional information for the PD development plan review.
 - (4) The City shall review and may recommend expansion, additions, or modifications in the proposed design team for the preparation of the PD development plan.
 - (5) The City shall determine the extent of any environmental assessment to be included with the PD development plan.

Sec. 9.463. PD development plan.

- (a) After receiving approval in principle of the PD conceptual plan, the applicant shall have a PD development plan prepared by a professional design team in such design-related fields as architecture, landscape architecture, urban planning, and civil engineering.
- (b) An applicant for a PD overlay district shall also petition for an amendment to the zoning map as specified in section 9.253. Fifteen copies of the PD development plan shall be submitted to the Planning Commission and City Council at least 30 days prior to the date of public hearing.
- (c) Upon receipt of the PD development plan, the Planning Commission and City Council shall hold separate public hearings or a single joint public hearing in accordance with the provisions of section 9.306. At the public hearing the applicant shall present the PD development plan.
- (d) Plan elements. In addition to the application site plan required in section 9.204, the PD development plan shall contain the following elements:
 - (1) A complete development plan in conformance with the approved conceptual plan.
 - (2) Existing and proposed contour map of the site to a scale commensurate with the size of the development.
 - (3) Location, widths, and names of all existing or platted streets or other public ways, railroad and utility rights-of-way, parks, or other public open spaces and land uses within 300 feet of the development.
 - (4) Existing sewers, water mains, and other underground facilities within and adjacent to the development and their certified capacities.

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- (5) Proposed location and capacity of sewers or other disposal facilities, water mains and other underground utilities.
 - (6) Proposed system for the handling of storm drainage.
 - (7) A subdivision tentative plan in conformance with section 9.220, if the property is proposed to be subdivided.
 - (8) A land use plan indicating the uses planned for the development.
 - (9) Areas proposed to be dedicated or reserved for interior circulation, public parks, playgrounds, school sites, public buildings, or other uses dedicated or reserved to the public, if any.
 - (10) Open space that is to be maintained and controlled by the owners of the property and the proposed uses thereof.
 - (11) A traffic flow map showing the circulation pattern within and adjacent to the proposed development.
 - (12) Location and dimensions of bikeways, pedestrian walkways, malls, trails, or easements.
 - (13) Location, arrangement, number and dimensions of automobile garages and parking spaces, width of aisles, bays, and angle of parking.
 - (14) Location, arrangement, and dimensions of truck loading and unloading spaces, if any.
 - (15) Preliminary architectural plans and elevations of typical buildings and structures, indicating the general height, bulk, appearance and number of dwelling units.
 - (16) A preliminary tree planting and landscaping plan. All existing trees over six inches in diameter and groves of trees shall be shown. Trees to be removed by development shall be so marked.
 - (17) The approximate location, height, materials of all walls, fences, and screen plantings. Elevation drawings of typical walls and fences shall be included.
 - (18) The stages, if any, of development construction. Such stages shall be clearly marked on the PD development plan.

(e) *Program elements.*

- (1) Narrative statement of the basic purposes of the planned development.
- (2) An environmental assessment if requested by the City during review of the PD conceptual plan.
- (3) Tables showing the total number of acres and the percentage of the total area which is designated for each type of use including each dwelling type, off-street parking, streets, parks, playgrounds, schools, and open spaces as shown on the proposed development plan.
- (4) Tables showing the overall density of the proposed residential development and showing density by dwelling types and any proposals for the limitation of density.
- (5) Drafts of appropriate restrictive covenants and drafts of documents providing for the maintenance of any common open space, or required dedications or reservations of public open spaces and of any dedications of development rights.
- (6) A timetable indicating when utility and drainage facilities intended to serve the development are to be installed. If the development is to be constructed in stages, the timetable shall reflect this.

Sec. 9.464. Decision and findings.

- (a) *Planning Commission decision.* The Planning Commission, after a public hearing in accordance with the provisions of section 9.306, may recommend approval, denial or approval with conditions of the PD Development Plan and the PD overlay district.
- (b) *City Council decision.* The City Council, after a public hearing in accordance with the provisions of section 9.306 and after receiving the recommendation from the Planning Commission on the PD development plan shall either approve the application, deny the application or approve the application with conditions.
- (c) A single joint public hearing by the Planning Commission and City Council may be utilized in conformance with section 9.306(c).
- (d) *PD development elements.* Approval of the PD development plan includes approval of all attached elements including the PD overlay-district, a subdivision tentative plan and all conditions of approval.
- (e) *Decision criteria.* The recommendation of the Planning Commission and decision by the City Council shall be based upon the following findings:
 - (1) That the proposed development is in conformance with the intent of the City's comprehensive plan.
 - (2) That exceptions from the standards of the underlying district are warranted by the design and amenities incorporated in the proposed PD development plan.
 - (3) That the proposed development is consistent with the purpose and intent of the primary district and that adjacent properties are protected from potential adverse affects resulting from the proposed development by appropriate controls or development standards.
 - (4) That the proposed development, or a unit thereof, can be substantially completed within two years of final approval.
 - (5) That the streets are adequate to support the anticipated traffic and that the development will not overload the streets outside the PD overlay district.
 - (6) That the proposed utilities and drainage facilities are adequate for the population densities and type of development proposed and will not create drainage or pollution problems outside the PD overlay district.
 - (7) That the timing of installation of utility and drainage facilities will be closely coordinated with development construction and will not create a hardship to residents either within or outside the PD overlay district.
 - (8) That the density in the proposed development will not result in any substantial negative impact on any public facility or utility.

Sec. 9.465. Official PD development plan.

- (a) Following approval of the PD overlay district by the City Council, the applicant shall make changes in the PD development plan to comply with the conditions of approval and submit it to the City Administrator for verification of compliance with the PD development plan and conditions of approval applied by the City.
- (b) If the PD development plan is found to be in compliance with the approval conditions, it shall be so certified by the City Administrator and placed in the record file of the application as the official PD development plan along with all documents relating to dedications, improvements, agreements, restrictions, and associations.

-
- (c) The Platting procedures set forth in section 9.210 shall be followed and included in the record file if the property is to be divided or streets are to be dedicated unless private street exceptions have been approved by the City Council.
 - (d) All public site dedications, development rights to open spaces or other dedications for the entire site or approved staged portion shall be certified and placed in the record file prior to the issuance of any building permit.
 - (e) Final copies of all approved articles governing operation and maintenance shall be placed in the Record File prior to the issuance of any building permit.
 - (f) The PD overlay district shall be adopted by City Ordinance. The area shall henceforth be shown on the official zoning map as a PD overlay district in addition to the primary district. All building permits shall be issued only in conformance with the official PD development plan recorded in the record file.
 - (g) All requirements of article 9.8, Improvement Requirements, shall apply to public improvements required by the approved PD development plan unless waivers have been approved by the City Council as a part of the PD development plan approval process.

Sec. 9.466. Proposed changes in approved plans.

- (a) *Major changes.* Major changes in the official development plan after it has been adopted shall be considered a new petition and shall comply with the procedures for adoption.
- (b) *Minor changes.* Minor changes in an approved official development plan may be approved by the City Administrator, provided that such changes:
 - (1) Do not change the character of the development or the population density.
 - (2) Do not change the boundaries of the PD overlay district.
 - (3) Do not change any use, such as residential to commercial.
 - (4) Do not change the location or amount of land devoted to a specific land use.
 - (5) Do not relax dimensional standards or other specific requirements established by the City as a condition of approval.

Sec. 9.467. Expiration.

- (a) If substantial construction or development has not taken place within two years from the date of final approval and acceptance of the official development plan, the City Administrator shall review the status with the owner and make a report of the findings to the Planning Commission and City Council.
- (b) Upon abandonment of a particular planned development, or if its development has not been substantially completed within the time specified in the official development plan, the City may schedule public hearings to remove the PD overlay district unless a request to extend the time limit is approved.
- (c) The procedure for removal of a PD overlay district is essentially the same as for adoption. The proposed removal of the PD overlay district shall be reviewed at a public hearing of the Planning Commission to determine whether or not its continuation in whole or in part is in the public interest. If the PD overlay district is found not to be in the public interest, the Planning Commission shall recommend to the City Council that the PD overlay district of the property be removed. The City Council shall then hold a public hearing on the revocation of the PD overlay district and shall either maintain the District, revoke the development plan approval, or grant a time extension if it appears justifiable. If the PD overlay district is

repealed, further use of the property and future structures thereon shall be in accordance with the existing primary district

ATTACHMENT J



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GEOTECHNICAL EVALUATION
for
FIRST, SECOND and FUTURE ADDITIONS
to
SUNRIDGE ESTATES SUBDIVISION,
LOWELL, OR

PART II: RESIDENTIAL CONSTRUCTION

February 4, 2005

Prepared For:

Mia Nelson
Shadetree Properties, Inc.
40160 East First Street
Lowell, Oregon 97452



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1.00 Introduction

This report was prepared at the request of Mia Nelson, on behalf of Shade Tree, Inc. 40160 East First Street, Lowell, Oregon, 97452. Oregon Geotechnical Services has been providing geotechnical services at this site since January, 1997. Field reconnaissance and site investigation work for this phase of development has been performed between November 13, 2003 and January 4, 2005. Work was performed by David E. Reich, Certified Engineering Geologist (OR Lic. # E1227) of Oregon Geotechnical Services, 7385 SW Alden Street, Portland, OR 97223.

Mr. David Reich, Certified Engineering Geologist of Oregon Geotechnical Services (OGS) has served as part of the Design Team with Shade Tree, Inc., at this site since 1997. The purpose of the design team is to facilitate the development of the property, and assess the feasibility of, and provide recommendations for planned improvements, land modifications, and residential construction.

The purpose of this investigation is to evaluate the subject property and assess the on-site and off-site impact of any development. This report provides specific direction regarding residential construction, excavation characteristics, use of native (on-site) materials, drainage and driveway access, and lot specific geotechnical recommendations for the design and construction of single-family residential structures

This investigation has determined that the area of development for the proposed Sunridge Subdivision is suitable for residential development, with minor restrictions on the construction and locations of roads, utilities and homesites. This report groups the lots according to similar geotechnical constraints, and where possible specific recommendations are provided for development. While optimum areas for home placement have been selected, and home construction is feasible on all lots, the nature and variability of the soil and rock material suggests that some lots (see attached Design Area Map) will need site specific foundation investigations, or at a minimum, construction inspection to address geotechnical concerns relative to specific design plans and location of the structures proposed for the individual lots.

Field Methods

Field procedures consist of field classification of soil and rock materials according to the Unified Soil and Rock classification systems (USCS and URCS). Determination of vertical distribution



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of soil and rock materials is performed through designation of rock and soil units according to the engineering characteristics of the site materials. Other field procedures include in situ soil strength testing, and soil sampling.

Field classification of soil is used to determine material properties including approximate gradation, dilatancy, dry strength and toughness. This is performed according to the standard practice for description and identification of soils according to the American Society for Testing and Materials (ASTM) method D2488-84. Using visual examination and simple manual tests, this practice gives standardized criteria and procedures for describing and identifying soils. The soil can be given an identification by assigning a group of symbol(s) and a name, for example, "SM" denotes a "silty sand" (please refer to the USCS/URCS Summary sheet at the end of the report. In addition to describing the soil, the descriptive information required in this practice can be used to aid in the evaluation of its significant properties for engineering use. The "Annual Book of ASTM Standards, 1997" contains detailed procedure. Laboratory testing of some soils was performed in order to confirm the field classifications, and to provide additional classification information, and soil characteristics.

Back hoe pits were used to determine the vertical soil sequence. The material encountered in each hole is described and noted in a log. Back hoe pits are generally preferred to other types of subsurface exploration (e.g., hand augering) due to the direct exposure of the soil and rock profile as given in a back hoe pit trench.

Estimates of unconfined compressive strength (UCS) are generated by measuring the resistance of the soil to a driven steel rod. A pocket penetrometer, shear vane, and/or standardized hand tests using ones thumb or finger are also used to estimate soil strength. Ultimate allowable bearing capacities were generated for the proposed structure based on soil classification, and using results obtained from these tests. Allowable bearing capacities are reported in Pounds per Square Foot (PSF). Moisture content of the soils is determined according to ASTM D 2216. Atterberg Limits of the soils were determined according to ASTM D 4318. The angle of internal friction (ϕ), cohesion (C), and unit weight (γ) of the site materials were estimated based on the relative density measurements and other tests performed in the field, and the unified soil classifications, additional parameters were derived based on these estimates and lab testing.

Bearing capacities were generated based on manual testing and classification of soil material encountered at the project site. Allowable bearing capacities are reported in pounds per square foot (PSF).



Field developed geologic cross sections are produced on representative slopes to model the lateral extent, thickness, and general composition of the substrate. Each field developed cross-section is a visual portrayal that provides an interpretation of site-specific subsurface conditions at the time of investigation. Distances and elevations were obtained from a site map provided by the Client.

2.00 Location

The project site is located on the broad slopes at the southeast corner of Lowell, Oregon. The legal location of the subject property is Section 14 (NE 1/4), Township 19S, Range 1W, of the Willamette Meridian, Lane County, Oregon. (See attached: "Location Map").

The subject property presently undergoing development (herein referred to as the project area), is located within the Lowell Corporate Boundary at an approximate elevation of 770 to 950 feet above mean sea level, with natural slopes between 5 % and 35% (See attached site maps and cross sections).

The project area is generally gently sloping, southwest aspect, and sparsely wooded. There are no natural or manmade waterways on the property. The highest elevations on the project are found at the northeast corner of the proposed Second Addition. The property is generally rectangular, and the proposed subdivision consists of two additions, to be constructed in phases. Please refer to subdivision plans submitted under separate cover, and the figures attached to this report.

3.00 Local Climate, Geology, Soil, and Groundwater from Published References

Climate

The site is located in the southern portion of the Willamette Valley physiographic province at an approximate elevation between 770 and 950 feet above mean sea level. The area receives approximately 25- 65 (mean 50.90) inches of precipitation per year (nearly 100% of which occurs as rain) with periodic extremes exceeding 75 inches. Approximately 70% of this precipitation falls between the months of November and March. The average air temperature for Eugene during the coldest month (December) is 39.5 degrees Fahrenheit, and the average



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temperature for the warmest month (August) is 66.4 degrees Fahrenheit (period of record from 1971 to 2000) (NOAA & Oregon Climate Service, 2003).

Geology

The local geology of the project site is discussed in the Geologic Map of Oregon, (Walker and MacLoed, 1991), the Preliminary Map of upper Eocene to Holocene volcanic and related rocks of the Cascade Range, Oregon, USGS Open-File Report 89-14, (Sherrod and Smith, 1989); the Geology of Oregon (Orr, Orr, and Baldwin, 1992); and the Soil Survey of the Lane County Area, (Soil Conservation Service, 1987).

According to published geologic mapping, the majority of the site is underlain by volcanic rock of the Tertiary age Little Butte Volcanic Series, with an overlying mantle of soil derived from the volcanic rock, and deposited by the adjacent Willamette River.

Little Butte Formation

According to USGS Open File Report 89-14, the site is on the irregular boundary between sedimentary (Ts4) and andesitic/pyroclastic (Ta4) portions of the Little Butte Formation (25 to 25 Million years old). Work on the project area and adjacent parcels has typically exposed pyroclastic and tuffaceous volcanic rock material underneath the surficial soils, supporting the mapping of the site as andesitic/pyroclastic (Ta4) portions of the Little Butte Formation.

The Little Butte Formation exposed at the project site and in the area, appears to be andesitic and basaltic breccia and ash, with occasional flow material. Sequences of deposits and flows are subsequently interrupted by layers of more easily altered material (e.g., air-fall and ash-flow tuffs).

Soils

Soils are derived from a decomposition and mixing of both organic and mineral material, and as a result, the soil types reflect the underlying geology. In general, the soil distribution on the subject property consists of a surficial soil derived from the downslope movement of material (colluvium), mantling the volcanic bedrock, or in some cases, covering approximately 500,000 year old alluvial deposits left on the sideslopes by the eroding Willamette River.

As shown on the attached "SCS Soil Type Distribution", there are three soil types on the site according to the "Soil Survey of the Lane County Area, Oregon" (USDA-SCS 1987). The



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majority of the subject property is dominated by Dixonville- Philomath- Hazelair Complex . Soils in the west side of the subject property are mapped as Hazelair silty clay loam, and a portion of the soils along the south boundary of the project are mapped as Witzel very cobbly loam. Please refer to attached figure “SCS Soil Type Distribution”, and note that these boundaries are approximate and that the SCS mapping is a planning level document, not to be used for definition of specific boundaries on the ground.

The Philomath and Dixonville soil types are formed in colluvium (decomposed rock undergoing down-slope creep due to gravity) and residuum (decomposed rock "in place") derived from basaltic or basic igneous rock. These soils are dark brown cobbly silty clays and silty clays with an average thickness of approximately 2 feet to the top of decomposed igneous rock. The Hazelair soil is moderately deep (approximately 3 feet to the top of decomposed rock) silty clay, formed in colluvium overlying sedimentary rock (tuff). The Witzel very cobbly loam, is formed in colluvium and residuum derived from basaltic portions of the Little Butte Formation.

According to the SCS Soil Survey, typically the Hazelair soil (52D) has a surface layer of very dark brown silty loam, approximately 11 inches thick. The subsoil is a dark brown silty clay, approximately 4 inches thick. The substratum is a mottled brown and olive brown clay, about 21 inches thick. Total soil depth is typically less than 3 feet, depth to bedrock ranges from 20-40 inches. Permeability of the Hazelair soil is very slow due to the high clay content. Runoff is rapid, and the hazard of water erosion is high. Vegetation is limited by dry soils in the summertime, and a perched watertable within approximately 1 foot of the surface from December to April. The Hazelair soil is poorly suited for homesite development. Drainage will be needed for buildings and roads built on these soils. If buildings are constructed on the soils, footings designs will need to be reviewed by a qualified engineer to prevent structural damage from shrink-swell soils, and will require drainage around the footings and control of surface runoff to ensure longevity of the structures. Roads intended for year-round use will require heavy base rock, or excavation of the clay soils. Cutbanks are not stable, and are subject to slumping. Reinforced retaining walls with proper drainage are required to minimize slumping.

The Dixonville-Philomath-Hazelair complex (43E) is comprised of approximately 35% Dixonville silty clay loam, 30% Philomath cobbly silty clay, and 20% Hazelair silty clay loam. According to the Soil Survey, the components of this unit are so intricately intermixed that it is not practical to map them separately at the scale used. See above paragraph for a description of the Hazelair soil. Typically the Dixonville soil has a surface layer of very dark brown silty clay loam, approximately 14 inches thick. The subsoil is a dark brown silty clay and cobbly clay, approximately 12 inches thick. Total soil depth is approximately 2 feet, depth to bedrock ranges



from 20-40 inches. Permeability of the Dixonville soil is very slow due to the high clay content. Runoff is rapid, and the hazard of water erosion is high. Vegetation is limited by dry soils in the summertime, and a perched watertable within approximately 1 foot of the surface from December to April. The Dixonville soil is poorly suited for homesite development. Drainage will be needed for buildings and roads built on these soils. If buildings are constructed on the soils, footings designs will need to be reviewed by a qualified engineer to prevent structural damage from shrink-swell soils, and will require drainage around the footings and control of surface runoff to ensure longevity of the structures. Roads intended for year-round use will require heavy base rock, or excavation of the clay soils.

According to the SCS Soil Survey, typically the Witzel soil (138E) has a surface layer of dark brown very cobbly loam, approximately 4 inches thick. The subsoil is a dark reddish brown very cobbly clay loam, approximately 13 inches thick. Total soil depth is typically less than 18 inches, depth to bedrock ranges from 12-20 inches. Permeability of the Witzel soil is moderately slow. Runoff is medium to rapid, and the hazard of water erosion is high. Vegetation is limited by dry soils in the summertime, and a perched watertable within approximately 1 foot of the surface from December to April. The Witzel soil is suited for homesite development, however drainage will be needed for buildings and roads built on these soils to control surface runoff to ensure longevity of the structures.

According to the SCS Soil Survey of Lane County, the site soils are not well suited for development, without significant engineering considerations. The following table summarizes the limitations of the soils according to the SCS.

CONSTRUCTION LIMITATIONS

SCS Soil Type:	Building site development	Road construction	Use of native materials for road construction (fill)
43E	Severe: steep slopes, wetness, clay problems ¹	Severe: low-strength shallow soils, steep slopes	Poor: low strength soil, difficult site reclamation



SCS Soil Type:	Building site development	Road construction	Use of native materials for road construction (fill)
52D	Severe: wetness, clay problems	Severe: low strength, clay problems	Poor: low strength soil, difficult site reclamation
138E	Severe: steep slopes, shallow soils, hard rx, blasting needed	Severe: steep slopes, shallow soils, hard rx, blasting needed	Poor: Rocky soil, difficult site reclamation, slope

1. Clay problems include low strength soils, high shrink-swell characteristics, poor drainage

Site observations, and inspection of the adjacent properties, confirm that the site soils are underlain by andesitic, pyroclastic and tuffaceous materials of the Little Butte Formation. In addition alluvial deposits were encountered and interpreted to be associated with the ancestral Willamette River. The site slopes to the south and west, in some locations slopes exceed 30%. In general, the steeper areas tend to be rockier, and the benches and swales typically contain the clayey soils.

Aerial Photographs

Analysis of aerial photographs from 1979, 1990, and 2003 indicate that the project area has not undergone significant slope movement or modification in the past. Aerial photographs document a history of changing land use conditions and gradual growth on properties surrounding the proposed development, but little to no modification, or use other than agricultural (range) on the subject property itself.

4.00 Site Investigation

General Geology and Soils Information

Site inspection was performed in April, 2003, during an initial feasibility study (see May 2, 2003 letter “Re: Sunridge Estates Additions 1 and 2: Proposed Public Improvements”); and on November 13, 2003, OGS staff returned to the site to perform a subsurface investigation to obtain more detailed site information for the report “Geotechnical Evaluation for First, Second



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and Future Additions To Sunridge Estates Subdivision, Lowell, OR Part I: Public Improvements” dated March 15, 2004. In addition, site visits were made during road and utility construction on April 20, 2004, May 20 2004, and January 4, 2005 to observe subsurface soil conditions exposed during construction.

Subsurface materials and geometric relationships were observed in 13 backhoe pits (B1 - B13) excavated across the site, in the test excavation for the residence at 600 E 1st Street, and in the sewer trench excavated along First Street, and road and utility construction for Sunridge Estates Subdivision: First Addition (see attached: “Site Map”). The backhoe pits ranged in depth from 4 to 9.5 feet, and were generally located along the planned road location in areas that represented general site conditions or potential road construction problem areas. The test pits revealed lateral and vertical variations in soil type and soil characteristics, including: color, density, moisture, degree of weathering, soil thickness, and plasticity. Site observations along with information from published sources confirm that the site has shallow soils underlain by partly decomposed volcanic rock types of the Little Butte Formation.

In general the soils in the western portion of Sunridge Subdivision are shallow and silty (1-3 feet) and the soils in the eastern portion of the project are deep and clayey (3 - 9 ½ feet). The deepest clayey soils and colluvial soils are found in the swales and steep lower slopes in the east half of the project (Second Addition). Deposits of well cemented gravels and sands, interpreted to be deposits left by the ancestral Willamette River, were found in two isolated areas on the lower slopes of the east and west sides of the project. All the soils are invariably underlain by weathered bedrock that becomes harder and less altered with increasing depth. The soils are derived from weathering of the underlying material and gradual downslope movement from the slopes above (see Soil/Geology Areas figure).

Andesitic, pyroclastic and tuffaceous materials of the Little Butte Formation are located beneath the soil layer. The bedrock is highly weathered and highly variable flows, pyroclastics and ash deposits, of varying composition. Due to weathering processes, the upper 3 to 7 feet of the rock material is in completely to partly decomposed state and remolds to form silty/clayey soil and fragments of rock material. Beneath the upper weathering zone, is less weathered denser and blockier, non-remoldable bedrock. This harder material blocked further excavation, and accordingly, marks the bottom of each back hoe pit.

The rock types found at the site will provide suitable bearing capacities if all topsoil and clay are removed from the footing areas, however, excavation of building pads and utility trenches will be difficult due to shallow soil depths and steep slopes, requiring deep cuts to achieve level building



pads on many of the lots. Exploration indicates that excavation of basements and utility trenches should not be difficult in proposed areas of development, however, blocky, oversized rock material in addition to very dense bedrock may be encountered. Excavation of the cemented gravels has been found to be especially difficult. Excavation characteristics are addressed in detail later in the report. Please see attached Boring Logs for detailed soil and rock unit descriptions.

Soil and Rock Unit Descriptions

The surficial and subsurface rock and soil materials at the site can be grouped into five separate rock and soil units based on their material characteristics and engineering properties. These five units consist of one top-soil unit, found in all excavations, three subsurface soil units, and one rock units. In general the soils in the western portion of the project are shallow and silty (1-3 feet) and the soils in the eastern portion of the project are deep and clayey (3 - 9 ½ feet). See attached boring logs, cross sections, and text below.

The shallow soil sequence typically consists of 1 to 2 feet of topsoil on top of weathered volcanic rocks (or terrace gravels). The deep soil sequence typically consists of 1 to 2 feet of topsoil overlying up to approximately 7 feet of colluvial and/or residual clays, on top of weathered volcanic rocks (or terrace gravels).

Topsoil

The topsoil unit is a dark brown sandy silt with abundant rock fragments (USCS: ML). In general the topsoil is similar across the site, with the exception of the presence of river gravels and cobbles in the soils found on the lower slopes (see Soil/Geology Areas figure). The upper 12 to 18 inches of topsoil contains a high amount of organic and root material. The soil matrix has a generally soft/loose consistency and medium plasticity. The topsoil is derived from mixing of altered rock material and organics, etc. In some excavations there is an approximately 6 inch transition zone between the topsoil and underlying clays consisting of clayey silt with rock fragments (USCS: MH). The topsoil unit was present in all excavations.

Clay

The residual clay soils are typically dark gray, stiff, and speckled with sand sized rock fragments and residual mineral clasts (USCS: CH). The clay has a generally soft consistency (when wet) and high plasticity. Thickness of the clay varies between 0.5 and 3.5 feet. The clay is derived from the chemical decomposition (weathering) of the underlying volcanic rocks. Residual clays



are encountered under the topsoil and in the colluvium on top of the underlying bedrock, and were present in borings advanced in the eastern half of the project area (see Soil/Geology Areas figure). These clay soils are not anticipated in the First Addition area.

Colluvium

The colluvial soils are typically brown to gray, stiff, and highly varied with rock fragments and blended soils and rock material. The soil matrix tends to be derived from mixing of the other soils on site, and as such, is generally a mix of silt and clay with rock fragments (USCS: CH/MH). The colluvium has a generally soft consistency (when wet) and high plasticity matrix. Thickness of the colluvium varies between 3 and 6.5 feet. The colluvium is derived from the chemical decomposition and mechanical mixing of the residual soils and the underlying volcanic rocks. Colluvial deposits are encountered under the topsoil and on top of the underlying bedrock, and were present in borings advanced in the southern part of the eastern half of the project area (see Soil/Geology Areas figure).

Alluvial Gravels/Sands

Deposits of well cemented gravels and sands, interpreted to be terrace deposits left by the ancestral Willamette River, were found in two isolated areas on the lower slopes of the east and west sides of the project (see Soil/Geology Areas figure). The sands and gravels are well rounded, and of varying lithology. The sands and gravels are highly cemented, and very difficult to excavate. The sands and gravels break up into non-cohesive sands, gravels and blocks of cemented sands. The unit shows hard to very hard in-place consistency.

Weathered Rock

The bedrock of the Little Butte Formation is highly weathered and highly variable flows, pyroclastics and ash deposits, of varying Andesitic, pyroclastic and tuffaceous composition. Due to weathering processes, the upper 3 to 7 feet of the rock material is in completely to partly decomposed state and remolds to form silty/clayey soil and fragments of rock material. Beneath the upper weathering zone, is less weathered, denser and blockier bedrock. The volcanic rock types are highly variable, both laterally and vertically, some flows or deposits being of relatively small volume while other flows or deposits may be of much greater volume.

Hydrology

There are no mapped, or observed channels, or other open bodies of water on the subject property. Due to the slopes and clayey soils, surface runoff is common during storm events. There has been little erosive overland flow on the naturally vegetated (grassy) slopes, there are no



obvious rills and/or gullies observed on the subject property. A shallow swale along the eastern side of the subject property, may carry surface flow during periods of extremely intense precipitation, however, this area was dry during site investigation, and showed no sign of recent surface flow. It appears that in an undisturbed state, the majority of the precipitation falling on the subject property travels laterally through the upper soils as shallow subsurface flow, and surface flow during periods of intense precipitation.

Groundwater was not encountered in any of the 13 backhoe pits, however, site investigation was conducted during the fall, prior to the onset of heavy winter precipitation. The regional groundwater table probably does not interact with the upper 10 feet of soil and rock, however, during extremely wet months, slowly percolating meteoric water may saturate site soils and weathered bedrock. Seeps were encountered in the excavations for the residence at 600 East First St, at the base of the topsoil, flowing laterally downslope on top of the clayey colluvial soils.

Due to the generally low permeability of these soil units, the already highly weathered nature of the bedrock, and the amount of moisture at the project area, drainage will be a concern for development at this site. The most significant amounts of water will probably flow along the soil-rock interface or the topsoil clay interface. The areas that are lower in elevation or in draws will have a greater amount of moisture. The clay soils and colluvium are highly plastic and shrink-swell reactions to wetting and drying should be anticipated. Also, due to the nature of the fines, this material will have poor compaction characteristics. Soils with significant amounts of clay should not be relied upon for foundation placement without treatment (see Recommendations section).

Drainage will need to be addressed during planning and construction of this development. Temporary drainage control may be required during construction, and homesite development in certain areas will require additional geotechnical evaluation to determine the nature of the soils and the need for foundation drains, and/or cut-off trenches.

5.00 Conclusions

General Comments

The surficial and subsurface rock and soil materials anticipated in the First Addition area can be grouped into four separate rock and soil units based on their material characteristics and



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engineering properties. These four units consist of topsoil, found in all excavations, two subsurface soils (colluvium and alluvial gravels/sands, and one rock unit (weathered volcanic rocks). In general the soils in the majority of the 1st Add. are shallow and silty (1-3 feet) and typically consists of 1 to 2 feet of topsoil on top of weathered volcanic rocks. The soils in the southeastern portion of the 1st Add. typically consist of 1 to 2 feet of topsoil overlying up to approximately 7 feet of colluvial and/or residual clays, on top of weathered volcanic rocks (or terrace gravels). The soils in the southwest corner of the 1st Add. typically consist of 1 to 2 feet of topsoil overlying very dense cemented terrace gravels.

The area of development for Sunridge Subdivision is suitable for development, with minor restrictions on the design and construction of roads, utilities and homesites. It should be noted that the design team and developer worked together to design the layout of this project so as to minimize the impact to the site with respect to site development and provide suitable and aesthetic homesites with minimum site disturbance. As a result of the design team process, the majority of geotechnical concerns have been mitigated through careful road locating and homesite placement during the planning phases of this project, and the proposed development plans will minimize potential impact to the site.

The project area was investigated to determine if there were any significant and outstanding natural features that warranted special treatment during development. There were no natural features identified as geotechnically or geologically significant within the proposed development.

Based on the conditions of the site as observed during this investigation, it is my opinion that the site can be safely developed as proposed by the Client (refer to development plans, submitted under separate cover). However, this investigation and report presents information that should be incorporated into the final design and construction plans for this site to ensure long term stability and structural integrity of the development on the subject property, as well as limiting and or mitigating impact to surrounding properties. Oregon Geotechnical Services can provide inspection services at the time of construction to verify compliance with the recommendations in this report. Additional development plans and any design revisions should be submitted to our office for review to verify compliance with the geotechnical recommendations in this report.

If developed according to generally accepted engineering and construction principles and practices, and the recommendations provided in this report, or other geotechnical work recommended in this report, construction at this site should not present hazards to life, public and private property, and the natural environment.



Slope

Homesites are generally located adjacent to the roadway on each lot and will primarily occur on areas of moderate slope and none of the lots considered “unbuildable” due to steepness of slopes or other slope stability concerns. The existing slope stability should not be effected by site development. Residential construction and utility placement adhering to the specific engineering needs and geotechnical recommendations provided here should not affect the stability of the subject property, or adjacent properties.

Site analysis and observation of aerial photographs of the project area indicate that the site is presently in a stable configuration, and that there is no evidence to suggest that slope movements have effected the project area in the recent past. Slope stability of the site should not be effected by residential development, road construction or utility placement if the recommendations in this report are considered in the design of the project, and implemented on the ground during construction.

Geology and Soils

According to published soils information, Sunridge Subdivision can be safely developed, however, some limitations exist for homesite development. These limitations include, but may not be limited to: high shrink-swell potential of the clay soils, creep in the colluvial soils, shallow depth to rock in some areas, slow permeability, droughtyness, slope, and the hazard of soil erosion of disturbed ground.

While the bedrock can be generally favorable for structural subgrade, excavation of deep cuts and utility trenches may be difficult in some locations, particularly within the volcanic rock units, due to the presence of boulders and hard bedrock. In general excavation can be accomplished with an excavator, dozer, or similar heavy equipment. No exceedingly deep cuts are expected to be needed for this development. Excavation characteristics are variable across the site due to variable degrees of moisture content and subsequent weathering, and topographic and geologic changes. Areas of hard excavation may also be encountered in the terrace gravel deposits.

Roads and Homesites

Road construction and utility placement are feasible for this site with respect to engineering characteristics of the native materials and slope stability of the site. Shallow soil depths dominate the western portion of the project and while typically can be excavated to 8 feet, in



some areas may require "rock" excavation for deep cuts or the placement of utilities in some *limited* locations, although blasting should not be necessary. Road locations have been selected to minimize site disturbance and minimize cuts and fills

Roads and homesites have been located and designed so as not to interfere with or alter natural drainage. Where necessary, drainage mitigation requirements can be incorporated into the designs of roads and homesites to avoid damage to structures or slope stability concerns from oversaturation of the soils.

Erosion potential of the disturbed soils in the project area is high, once the vegetation cover has been removed. Erosion control measures will therefore be necessary during construction.

Design Areas

For civil design purposes, the area of Sunridge Subdivision 1st Addition can be subdivided into "design areas" based on similarities and differences of the engineering characteristics of the site soil and rock materials. The project area has been divided into 4 design areas: (A) shallow soils over weathered bedrock, (B) Lot 37, (C) deep colluvial soil, and (D) cemented gravels. Please see attached figure: "Sunridge Subdivision 1st Add., Lowell OR, Geotechnical Design Areas". Boundaries between design areas are approximate. Delineation is based on test pits, surface expression, soils and topography, and can be refined during site grading if necessary.

DESIGN AREA A: Shallow soils over weathered volcanic rock

Lots 17 - 19 are on gently sloping ground to the west of and accessed off of Wetleau Drive. Lots 33 - 36 are above Sunridge Lane and are accessed from below. The building site on Lot 33 is gently sloping and generally at road level. Lot 34 has a gently sloping area adjacent to the road and then slopes moderately uphill toward the back of the lot. Lots 35 slopes uphill from the road, but appears to have room for a daylight basement or lower level garage. Lots 36 has a cut adjacent to Sunridge Lane and the building site are approximately 5 - 10 feet above the adjacent road grade. Lots 23 - 26 are on moderately steep ground below Sunridge Lane or their own driveway. The 15 to 20 % slope building area on lot 26 is restricted due to the steep slopes (>40%) on the lower portion of the lot.



Design Area A is characterized by the shallow soils overlying highly weathered volcanic rocks or terrace gravels (see “Soil/Geology Areas”). Soil thickness varies between 1 and 3 feet. The typical soil profile in this area consists of approximately 1 to 3 feet of bouldery topsoil underlain by highly weathered ashy volcanic rock.

Construction in this area will require treatment of surface and sub-surface runoff of storm water, and subsurface water where the driveway or road construction cuts into the slope. Appropriate drainage and ditching options should be included in development plans. Bearing capacity of the soil and weathered rock will be lower and settlement potential will be greater in areas where the structural subgrades are not protected from saturation due to runoff and/or flooding.

Post-construction alteration and weathering of the volcanic subgrade can readily occur if drainage across the construction area is not appropriately handled. Runoff should not be allowed to flow laterally across the building site. Pudding on areas of structural subgrade should be avoided. The subgrade should be graded with either a crown, or a slope, but care should be taken to avoid any closed depressions in the subgrade.

DESIGN AREA B: Lot 37

Design Area B has the same characteristics as lots 35 and 36 of Design Area A, with the addition of the following: An old cattle-watering pond was filled with topsoil in this location and this soil will have to be removed prior to construction of a residence. The Developer, Shadetree, Inc has a survey of the lot prior to construction to assist in the removal of the fill. It is expected that the pond was built in this location due to pre-existing seeps in this area. Groundwater seepage out of the cuts should be anticipated at this site, and careful attention to drainage recommendations and their implementation will be very important at this lot.

DESIGN AREA C: Deep colluvial soils over volcanic rock

This design area is characterized by the presence of deep colluvial soils with the occasional clay layer. It is likely that the thickness of this clay layer varies laterally, and that its composition is not completely uniform throughout the design area (due to variations in the parent material). The soil profile in Design Area C typically consists of 1 to 2 feet of topsoil overlying up to approximately 6 feet of colluvial soil, on top of weathered volcanic rocks. Prior to residential construction on these lots, the development plans should be reviewed by Oregon Geotechnical



Services to evaluate the placement of the structure on the lot, to determine possible setback restrictions from the lower slopes, and/or methods to mitigate setback issues. The building area on Lots 28, 30 and 32 is restricted due to the steep slopes on the lower portion of the lot. Inspections during construction should be performed to ensure that the structures are placed as evaluated, and that the foundation subgrade material is suitable strength for the proposed structure.

Construction in this area will require treatment of surface and sub-surface runoff of storm water, and subsurface water where the driveway or road construction cuts into the slope. Appropriate drainage and ditching options should be included in development plans. Bearing capacity of the soil and weathered rock will be lower and settlement potential will be greater in areas where the structural subgrades are not protected from saturation due to runoff and/or flooding.

Due to steep slopes, thick soil deposits, possible clayey soils and drainage problems, residential construction within this design area will require foundation options developed by a qualified professional civil/geotechnical engineer, or engineering geologist, based on information contained in this report and/or additional, site specific, drainage or other construction parameters. Driveway construction will require special treatment of the subgrade. This treatment may warrant overexcavation of the subgrade, geotextile fabric, deep free-draining fills, and specific measures for proper drainage (see "Recommendations" section).

DESIGN AREA D: Shallow soils over cemented terrace gravels

Design Area D has the same characteristics as Design Area A, with the addition of the following: The surficial soils are underlain by very dense, cemented gravels and sands. Excavation of the cemented gravels can be difficult, and drainage will be important due to the high runoff off of the cemented gravels.

Slope Stability

Site investigations over the past seven years and analysis of aerial photographs from 1979, 1990, and 2003 indicate that the site has not undergone significant slope movement in the past 25 years. Though slope stability should not be effected by residential development, oversteepened (steeper than the recommendations below) cutbanks potentially created for homesite building pads or road construction may need to be reinforced with retaining structures and provided with proper drainage to prevent slumping.



6.00 Recommendations: All Design Areas (except as noted)

General Grading

Minimize cuts and fills during construction. Locate driveways following existing contours where possible to avoid additional cutting or filling.

General grading may be difficult due to the presence of large boulders up to 4 feet in diameter. It may be necessary to remove “oversize” material and backfill with compacted gravel to establish a smooth finished grade.

Unless approved by a qualified soils engineer or engineering geologist, site soils may not be used as structural fill, with the possible exception of soil created by the remolding of the weathered rock material and the terrace gravels. In no case should the clays or clayey colluvium be used at structural fill. The topsoil unit contains individual clasts too large for use as structural fill, and the matrix of the soil has a high clay content. The colluvium and clayey soils also contains too much clay, and will therefore have high shrink swell reactions to wetting and drying, and has poor compaction characteristics. Suitability of the weathered rock material and terrace gravels for use as select fill may require assessment and approval by a qualified soils engineer or engineering geologist, at the time of exposure (field testing and possible proctor test) to determine suitability for use as structural fill. Some areas may require the use of imported select fill or free draining fill (see below).

Select fill is defined as soil, rock, or soil and rock mixtures with a maximum plasticity index of 12, or 1 inch or ¾ inch minus, clean well graded crushed gravel or rock, meeting the approval of the inspector or engineering representative.

Free draining fill shall consist of clean coarse gravel or crushed stone with no greater than 50% of the material being less than 1/4 inch in size, and having less than 5% fines (silt or clay size particles) meeting the approval of the inspector or engineering representative.

At the time of construction, a qualified specialist may recommend that the exposed subgrades be proof-rolled with a loaded dump truck having a static weight of at least 45,000 pounds. Generally, areas found to be soft or otherwise unsuitable for supporting anticipated structural loads during a proof-roll test can be reinforced by over-excavation and replacement with compacted fill. Subgrade reinforcement at this site may be achieved by placement of a 6 - 12



inch minimum thickness, base course of coarsely crushed (3" minus minimum) or pit-run rock, directly onto the native subgrade, and then capping with the aggregate surfacing (1 ½" minus maximum). Geotextile reinforcement may be used as subgrade reinforcement in lieu or addition of a base-course, however, only on areas with grades less than 10 %. Geotextile used on this project should be open woven (not felt) to accommodate drainage through the road structure.

Cuts and Fills

Minimize cuts and fills. Maximum fill slope should be 2 : 1 (H:V) unless specified and designed by a qualified engineer. Maximum cut slope should be 1 ½ : 1 (H:V), should be used unless specified and designed by a qualified engineer, except in areas of dense bedrock, where a maximum slope for the rock section only, can be steepened to 1 : 1 (H:V).

All fills should be constructed on a subgrade of mineral soil or rock and fills higher than 6 feet should be toe-benched to provide lateral sliding resistance.

Fills crossing draws or wet areas should be constructed to provide drainage through the fill so that the fill does not become saturated. This can be accomplished by use of relief culverts and/or free-draining fill material.

Stripping

Prior to any cutting or filling, the site should be stripped to a sufficient depth to remove all grass, weeds, roots, and other vegetation, including trees and their root systems.

The minimum stripping depth should be ± 6 inches. The site should be stripped to such greater depth as the soil engineer/engineering geologist or their representative in the field may consider necessary to remove materials that in his opinion are unsatisfactory.

The stripped material should either be removed from the site or stockpiled for reuse later as topsoil, but none of this stripped material may be used for engineered fill.

When trees are removed, the soils loosened by the roots should be overexcavated at least to the bottom of the disturbed zone and to the width of the equipment. These excavations should be backfilled with engineered fill if in or adjacent to areas of home or road construction.



Construction activities shall remove only the vegetation necessary to accommodate approved development on the parcel. The boundaries of the clearing limits shown on this plan shall be clearly flagged in the field prior to construction. During the construction period no disturbance beyond the flagged clearing limits shall be permitted. Natural vegetation shall remain on all areas of the property not required for construction. Vegetation shall be placed as rapidly as possible after construction and site development. Seeding and re-vegetation shall be performed no later than Sept. 21 for each phase of construction. All exposed soil shall be seed, sodded, revegetated and/or planted to mitigate erosion. Exposed soils areas can be mulched with straw other cover (bark chips), covered with jute-matting, or other stabilization product to prevent direct erosion of the soil, until the establishment of the vegetative cover. An appropriate fertilizer and regular watering during the dry months shall be used to speed the establishment of the vegetative cover. Native shrubs and trees shall be planted wherever possible to contribute to the long term revegetation and stability of the site.

Scarify and Recompact

Before placing any fill the field inspector may recommend that the surface of the exposed soil should be scarified to a minimum depth of 6 inches, watered or aerated as necessary to bring the soil to a moisture content that will permit compaction, and recompact by mechanical means to a minimum of 90 percent of the maximum dry density determined from the standard Proctor laboratory test. Compaction testing may be performed with nuclear densimeters or preferably by proof rolling with a loaded dump truck having a static weight of at least 45,000 pounds.

Prior to placing fill, the Contractor should obtain the soil engineer's or engineering geologist's approval of the site preparation in the area to be filled.

Compaction

Any fill in proposed construction areas must be placed only after the subgrade is properly prepared and then approved by a qualified engineering geologist or geotechnical specialist. At the time of construction, a qualified specialist may recommend that the exposed subgrades be proof-rolled with a loaded dump truck having a static weight of at least 45,000 pounds. Generally, areas found to be soft or otherwise unsuitable for supporting anticipated structural loads during a proof-roll test are over-excavated and replaced with compacted fill.



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Structural fill materials for rigid structures should be placed in layers that, when compacted, do not exceed about 6 to 8 inches for fine-grained soils (silts and clays) and about 10 to 12 inches for granular materials (sand and gravel). Fill materials may need to be moistened or dried to achieve near optimum moisture conditions and then compacted by mechanical means to a minimum of 95 percent of the maximum dry density determined from the modified Proctor laboratory test for fills less than three feet thick, and a minimum of 90 percent of the maximum dry density determined from the modified Proctor laboratory test for the fill below three feet depth in fills deeper than three feet thick.

Compaction testing should be run frequently during the placement of fill. Due to the rocky and variable nature of the native materials, proctor values and nuclear density testing are fairly inaccurate for the fills being constructed at this site. We recommend that compaction effort during construction is tested by proof-rolling with a loaded dump truck having a static weight of at least 45,000 pounds. Generally, areas found to be soft or otherwise unsuitable for supporting anticipated structural loads during a proof-roll test can be reinforced by over-excavation and replacement with compacted fill. Subgrade reinforcement at this site is best achieved by placement of a 6 - 12 inch thick, base course of coarsely crushed (3" minus minimum) or pit-run rock, directly onto the native subgrade, and then capping with the aggregate surfacing (1 ½" minus maximum). Geotextile reinforcement may be used as subgrade reinforcement in lieu or addition of a base-course, however, only on areas with grades less than 10 %. Geotextile used on this project should be open woven (not felt) to accommodate drainage through the road structure.

If the exposed subgrade has standing water on it or will not accept the weight of excavating equipment without deflection or significant rutting, a geotextile barrier should be installed (Typar 3401, Amoco 2002, or equivalent), or a heavy base barrier (3" open graded quarry rock) should be placed to prevent intermixing of rock fill and the underlying soils. The compacted fill can then be placed as recommended (above). Oregon Geotechnical Services should be notified if this condition is encountered, and should inspect the excavation prior to placement of gravel or forms in order to verify soil conditions.

Approval of sub-grade prior to placement of rock or road structure shall be obtained from Oregon Geotechnical Services, the project engineer, or the City of Lowell.



Engineered Fill

Engineered fill is a structural fill upon which the Soil engineer has made sufficient test and observations to enable him to issue a written statement that in his opinion the fill has been built of appropriate select material, and placed and compacted in accordance with the specification requirements.

Engineered fill placement should be observed by an engineering technician, and density tests or proof rolling should be repeatedly performed to verify that the density of the fill is adequate to meet the degree of compaction recommendations and engineering needs.

Residential Foundation Construction

Design Area A, B, and D:

Design Areas A, B and D are characterized by shallow soils overlying highly weathered volcanic rocks (or in “D” very dense cemented gravels and sands), see “Geotechnical Design Areas” and “Revised Soil/Geology Areas”. Soil thickness varies between 1 and 3 feet. The typical soil profile in this area consists of approximately 1 to 3 feet of bouldery topsoil underlain by highly weathered ash volcanic rock, or very dense cemented gravels and sands. As mentioned previously, Design Area B (Lot 37) has an old cattle-watering pond that was filled with topsoil. The non-structural fill will have to be removed prior to construction of a residence. The Developer, Shadetree, Inc has a survey of the lot prior to construction to assist in the removal of the fill.

Construction in this area will require treatment of surface and sub-surface runoff of storm water, and subsurface water where the construction cuts into the slope. Appropriate drainage and ditching options should be included in development plans. Bearing capacity of the soil and weathered rock will be lower and settlement potential will be greater in areas where the structural subgrades are not protected from saturation due to runoff and/or flooding.

In this design area, the shallow soil and rock units that are generally free of the clay soils. According to this site investigation, soil types expected to be encountered during this phase of



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construction at the site are primarily shallow ML (sandy silt, see following data), underlain by highly varied volcanic rock that remolds to sandy silts with highly variable amounts of rock fragments or clay (Design Area A, B), or very dense cemented gravels and sands (Design Area D).

The footings should extend into medium dense soils or firm to hard, less altered rock material. Footings placed in the silty soils in Design Areas A, B, and D can be designed for allowable pressures of 1500 psf for dead loads, 1800 psf for combined dead plus live loads and 2200 psf for all loads including wind or seismic. Footings placed into weathered volcanic rock can be designed for allowable pressures of 2000 psf for dead loads, 2500 psf for combined dead plus live loads and 3000 psf for all loads including wind or seismic. Spread footing placed in the silty soils could experience $\frac{1}{2}$ inch of differential, and $\frac{3}{4}$ inch of total settlement. Footings placed on bedrock should experience negligible settlement, provided appropriate drainage relief is provided.

Retaining walls supporting level backslopes in the surficial soils may be designed using an equivalent fluid pressure of 45 psf (active pressure). Passive pressure is approximately 225 psf in the silty soil and 500 psf in the underlying bedrock

Where the backslope extends upward behind the wall at an inclination of 2 horizontal to 1 vertical the active pressure should be increased to 60 psf. Pressures associated with intermediate backslope inclinations can be interpolated between these values. The active earth pressures on retaining walls can be reduced by 30% below a depth of 5 feet.

Excavation and grading work may be difficult due to the presence of large blocks within the weathered rock. It may be necessary to remove “oversize” material and backfill with compacted gravel to establish a smooth grade. If there is a delay between the site grading work (building pad preparation), and the construction of the structure, the subgrade should be scarified and recompacted to the 95% minimum at the time of construction.

Large, continuous grade pads will be difficult to prepare due to the slopes, rocky soils, and shallow bedrock. It may be necessary to remove “oversize” material from the surficial soils, and backfill with compacted gravel to establish a smooth grade. Footings in areas of greater than 15% slope will need to be keyed into bedrock, rather than floated on soil or fill. All homesites in



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this Design Area will require treatment of surface and sub-surface runoff of storm water. Appropriate drainage and foundation waterproofing and moisture control options should be included in homesite development plans.

Homesites in Design Areas A, B and D, may be placed on a constructed bench cut into the slope with sufficient depth to allow the footing to be founded directly on undisturbed soils or weathered rock.

A potentially more befitting alternative for this design area might be a series of smaller benches, or benched trenches for the footings, which would be easier to excavate, produce lower cutslopes, and create less site impact. Homes should be constructed only on the “cut” portion of the bench, and in this case can be constructed with shallow spread footings. In areas of steeper slopes, the outer margin of the bench will be a prism of soil that is not suitable for foundation placement.

All grading work associated with residential construction should be performed in accordance with the general grading recommendations described above.

If the exposed subgrade has standing water on it, obvious soft areas, or will not accept the weight of construction equipment without deflection or significant rutting, these areas should be overexcavated and backfilled with compacted select fill. A geotextile barrier may be installed (Tyvar 3401, Amoco 2002, or equivalent), or a heavy base barrier (3” open graded quarry rock) may be placed to prevent intermixing of rock fill and the underlying soils. Compacted fill can then be placed as recommended (above). Oregon Geotechnical Services should be notified if this condition is encountered, and should inspect the excavation prior to placement of gravel or forms in order to verify and approve soil conditions.

The choice of foundation type depends on the site specific conditions for each lot. Specific foundation design recommendations for each lot are beyond the scope of this report. Oregon Geotechnical Services may be contacted for plan review and to prepare a lot-and-home-placement specific Foundation Investigation for the individual lots and the proposed home construction plans prior to construction if needed.



Design Area C:

Design Area C is characterized by the presence of deep colluvial soils with the occasional clay layer see “Geotechnical Design Areas” and “Revised Soil/Geology Areas”. It is likely that the thickness of this clay layer varies laterally, and that its composition is not completely uniform throughout the design area (due to variations in the parent material). The soil profile in Design Area C typically consists of 1 to 2 feet of topsoil overlying up to approximately 6 feet of colluvial soil, on top of weathered volcanic rocks.

Prior to residential construction on these lots, the development plans should be reviewed by Oregon Geotechnical Services to evaluate the placement of the structure on the lot, to determine possible setback restrictions from the lower slopes, and/or methods to mitigate setback issues. Inspections during construction should be performed to ensure that the structures are placed as evaluated, and that the foundation subgrade material is suitable strength for the proposed structure.

The foundations in design area C should be designed to accommodate the potential for differential settlement in the colluvial soils. Footings placed in the silty soils or colluvium in Design Area C can be designed for allowable pressures of 1000 psf for dead loads, 1250 psf for combined dead plus live loads and 1500 psf for all loads including wind or seismic. In addition, the footings should be designed as grade beams to mitigate the potential for differential settlement within the colluvium. Spread footing placed in the colluvial soils without either structural strengthening or underpinning could experience greater than ½ inch of differential, and ¾ inch of total settlement. In order to eliminate to potential for differential settlement, footings can be deepened, and placed into weathered volcanic rock can be designed for allowable pressures of 2000 psf for dead loads, 2500 psf for combined dead plus live loads and 3000 psf for all loads including wind or seismic. Footings placed on bedrock should experience negligible settlement, provided appropriate drainage relief is provided.

Slabs-on-grade (native soil) may be utilized in Design area C, however, these slabs would necessarily have to be supported upon the colluvial soils and could be subjected to movements corresponding to settlement within the colluvial soils. We recommend that the slabs be reinforced with bars and not welded wire mesh, because mesh is usually rendered non-functional by the people and equipment placing the mesh and the fresh concrete. Reinforcing quantity



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should probably be somewhat more than the minimum required by the code for temperature and shrinkage, to provide extra strength that would resist differential movement that might occur as the underlying soil volume changes.

If the exposed subgrade has standing water on it, obvious soft areas, or will not accept the weight of construction equipment without deflection or significant rutting, these areas should be overexcavated and backfilled with compacted select fill. A geotextile barrier may be installed (Tyvar 3401, Amoco 2002, or equivalent), or a heavy base barrier (3" open graded quarry rock) may be placed to prevent intermixing of rock fill and the underlying soils. Compacted fill can then be placed as recommended (above). Oregon Geotechnical Services should be notified if this condition is encountered, and should inspect the excavation prior to placement of gravel or forms in order to verify and approve soil conditions.

Retaining walls supporting level backslopes in the colluvial soils of Design Area C may be designed using an equivalent fluid pressure of 50 psf (active pressure). Passive pressure is approximately 200 psf in the colluvial soil and 500 psf in the underlying bedrock

Where the backslope extends upward behind the wall at an inclination of 2 horizontal to 1 vertical the pressure should be increased to 70 psf. Pressures associated with intermediate backslope inclinations can be interpolated between these values. The earth pressures on retaining walls can be reduced by 30% below a depth of 5 feet.

Foundation options include deep spread footings, grade-beams with underpinning, etc, and will need to be designed by a qualified professional, on a lot by lot basis. Homesites in Design Areas C may be placed on a constructed bench that should cut into the slope with sufficient depth to allow the footing to be founded directly on firm to hard volcanic rock. If, following excavation, a portion of the bench is located on soil instead of rock, approval of soil will be required by a soil engineer or engineering geologist, as described above. If the soil does not meet the approval of the soil engineer or engineering geologist, overexcavation to approved material (or a minimum of 18" and subsequent backfilling with compacted aggregate, if in clayey soils) will be necessary to provide adequate subgrade strength and reduce the threat of shrink-swell reactions from the colluvial and clayey soil



Construction in this area will require treatment of surface and sub-surface runoff of storm water, and subsurface water where the driveway or homesite construction cuts into the slope. Appropriate drainage and ditching options should be included in development plans. Bearing capacity of the soil and weathered rock will be lower and settlement potential will be greater in areas where the structural subgrades are not protected from saturation due to runoff and/or flooding. Homesite construction may require special treatment of the subgrade, including overexcavation of the subgrade, and specific measures for proper drainage.

If the exposed soil has standing water on it or will not accept the weight of excavating and construction equipment without deflection or significant rutting, Oregon Geotechnical Services should be notified, and should inspect the excavations prior to placement of gravel in order to verify soil conditions, and provide additional data and recommendations. Further excavation may be required. Fills are not recommended in this design area due to the steepness of the site slopes.

All grading work associated with street construction should be performed in accordance with the general grading recommendations given above.

Utilities (All Design Areas)

All utility trench backfills should be compacted to a minimum degree of compaction of 90% (95% if sand is used).

Onsite soils can be used to backfill the trenches and excavations except where trenches underlie structural improvements such as streets or slabs on grade. However, due to the blocky nature of the site soils, these materials have poor compaction characteristics, and the additional effort required to achieve compaction often results in damage to the utility lines.

In areas where trenches underlie structural improvements, select fill should be used and a minimum degree of compaction of 95% should be achieved.

Utility trenches should be backfilled with engineered fill if settlement is a concern in non-structural, yet still critical areas such as landscaping.



Trench fill material should be placed in thin layers and each layer should be mechanically compacted to achieve the recommended degree of compaction.

Drainage and Erosion (All Design Areas)

Post-construction alteration and weathering of the volcanic subgrade can readily occur if drainage across the construction area is not appropriately handled. Runoff should not be allowed to flow laterally across the building site. Pudding on areas of structural subgrade should be avoided. The subgrade should be graded with either a crown, or a slope, but care should be taken to avoid any closed depressions in the subgrade.

Grading should be performed during the spring and summer, when dry weather permits, but prior to drying out of the soil profile.

Downspouts should discharge into a piping system that carries the roof runoff away from building perimeters.

Do not allow stormwater to runoff in concentrated streams across the faces of construction slopes.

Protection of existing vegetation and groundcover, and an aggressive revegetation program on exposed soil will aid in minimizing erosion and off site sediment migration. Established vegetation will also reduce the amount of sloughing and ravelling of exposed surfaces.

Due to the sods ability to naturally capture sediment and then disperse the runoff, silt fencing is not needed along the majority of the project length, however this area still needs to be monitored for any area where water is concentrating and not dispersing into the sod. Silt fencing or other ESC devices will be needed along areas where there are construction activities adjacent to a property line (within 50 feet), such as the utility line installation in the southwest corner of the parcel.



Seismic Zone (All Design Areas)

The area of Lowell, Oregon is in Seismic Zone 3. For residential projects, this correlates to a Seismic Zone Factor $Z=0.3$, a seismic coefficient (C_a) of .36, and a seismic coefficient (C_v) of .54.

Crawl Space Moisture (All Design Areas)

Moisture intrusion into the crawl spaces of raised subfloor type construction is a common problem. The following steps should be taken to minimize dampness under buildings. The landscaping and ground surface around the perimeter of the structure should be graded so that the ground surface slopes away from the foundation.

The crawl space can be graded with a slight slope, preventing water from ponding in the crawl space and enabling the water to flow towards one or more designated low areas, where the water could be collected in small area drain type catch basins and discharged out from beneath the foundations through solid pipes.

If a gravity outlet is not possible, it might be necessary to install a sump and a self starting sump pump at the low point.

Vapor transmission in the crawl space can be blocked to a certain extent by covering the space with plastic sheeting.

If a more rigorous attempt to control moisture intrusion is desired, it would be possible to install subsurface drains around the perimeter of the buildings to intercept the migrating subsurface water before it can reach the crawl space.

To be effective subsurface drainage should be constructed as close to the outside of the foundation as possible. The bottom of the drain should extend at least 4 to 6 inches below the level of the adjoining crawl space. The subsurface drain should consist of trenches with a minimum width of 12 inches and backfilled with gravel surrounded by an acetextile. A 3 or 4 inch diameter perforated pipe should be embedded in the permeable material or gravel near the



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subsurface drain trench to facilitate removal of the accumulated water. The upper 6 inches of the subsurface drain should be covered with on site, impervious soil tamped into place to prevent surface water from flowing into the subsurface drain system.

Plan Review

As noted previously, the choice of foundation type depends on the site specific conditions for each lot and individual preferences as to style and size of the home. Specific foundation design recommendations for each lot are beyond the scope of this report

Due to the deep colluvial deposits in Design Area C, prior to residential construction on these lots, the development plans should be reviewed by Oregon Geotechnical Services to evaluate the placement of the structure on the lot, to determine possible setback restrictions from the lower slopes, and/or methods to mitigate setback issues. This will enable us to evaluate specifics of the construction and to make supplemental recommendations if appropriate.

Construction Observation

Building sites in Design Areas A, B, and D do not require special inspections by a geotechnical specialist, however, as mentioned above, if the exposed soil has standing water on it or will not accept the weight of excavating and construction equipment without deflection or significant rutting, Oregon Geotechnical Services should be notified, and should inspect the excavations prior to placement of gravel in order to verify soil conditions, and provide additional data and recommendations.

Due to the deep colluvial deposits in Design Area C, during residential construction on these lots, inspections during construction should be performed to ensure that the structures are placed as evaluated, and that the foundation subgrade material is suitable strength for the proposed structure. Excavations for the footings should be done under the direct observation of the engineering geologist or soil engineer. The purpose of these observations would be to determine the depth at which supporting materials are encountered and to verify that the footings extend to the minimum required depth.



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Oregon Geotechnical Services can provide inspection services at the time of construction to verify compliance with the recommendations in this report. Design revisions or major changes to the development plans should be submitted to our office for review to verify compliance with the geotechnical recommendations in this report.

We recommend that Oregon Geotechnical Services the project engineer, or the City of Lowell be retained to provide construction observation and testing services in connection with the placement and compaction of engineered fills. A technician should be on site while the fills are being placed and being compacted, and field and/or laboratory tests should be made to verify that recommended minimum degrees of compaction are being achieved in the field.



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7.00 Limitations

This report was prepared for the exclusive use of Shade Tree Properties Inc, and its authorized agents. Professional services were rendered in accordance with generally accepted geotechnical services, and using the degree of care and skill ordinarily exercised under similar circumstances by firms or individuals practicing in similar locations. In the event that changes in the nature, design or layout of the project are made, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and verified in writing.

The purpose of a geotechnical investigation is to reasonably evaluate the potential for impact of past and/or present construction practices on a given property. In performing a geotechnical assessment, it is understood that a balance must be struck between a reasonable inquiry into the pertinent issues, and an exhaustive analysis of each conceivable issue of potential concern.

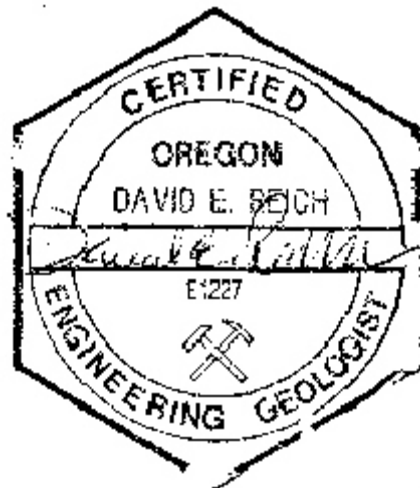
Analysis, conclusions and recommendations included in this report relate to conditions at the time the services were performed. Data was accumulated from overall site reconnaissance exploration. Subsurface exploration provides information at the point of exploration, however, variations in soil conditions may exist between points of exploration.

If you have any comments or questions please give a call at (541) 937-8747

Sincerely,
Oregon Geotechnical Services

David E. Reich
Certified Engineering Geologist

Attachments





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8.00 References

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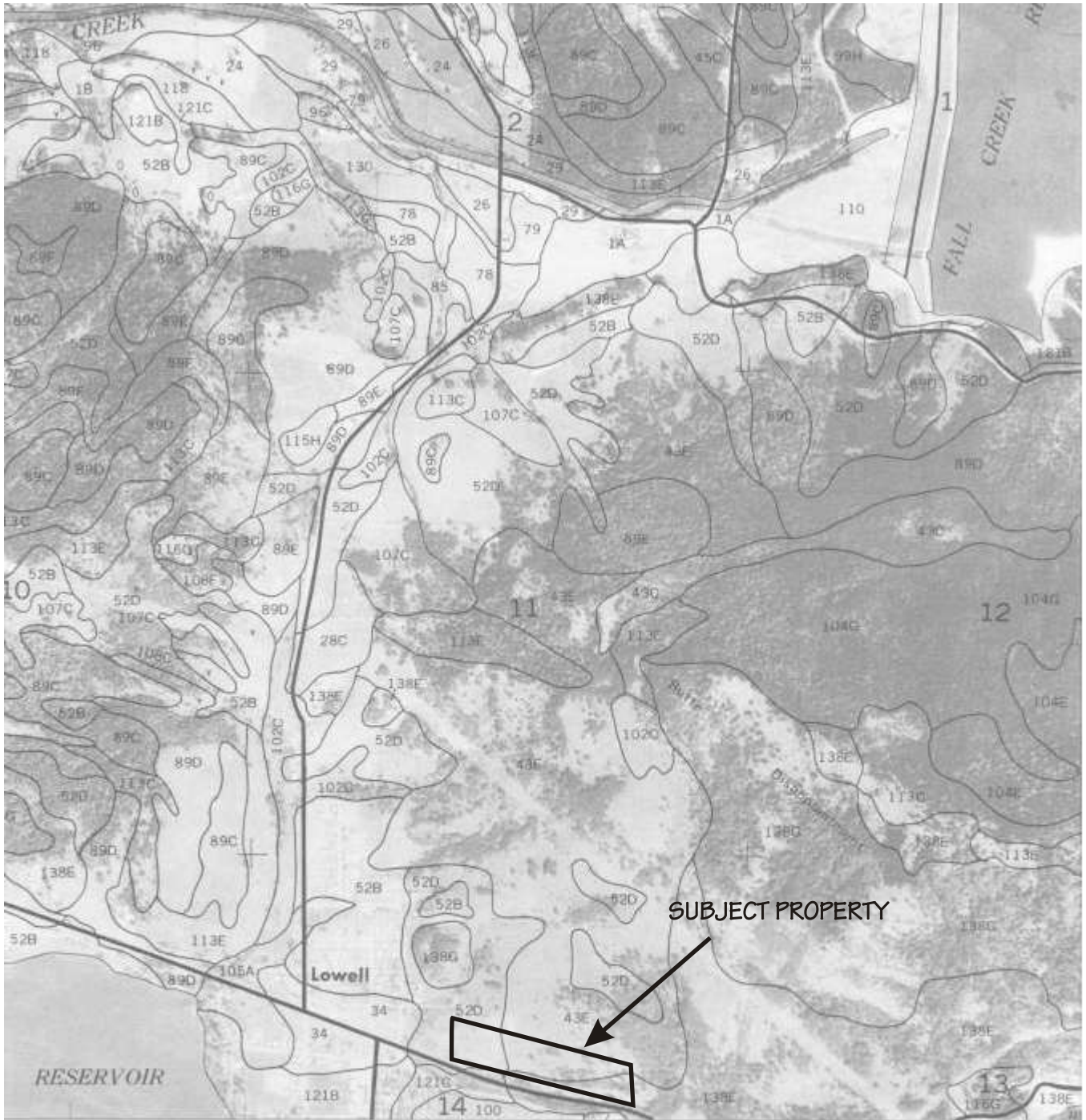
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LOCATION MAP

Sunridge Subdivision, Lowell, Oregon

Base map: USGS 7.5 Minute, Lowell, OR, Quad. Scale 1:24,000



North



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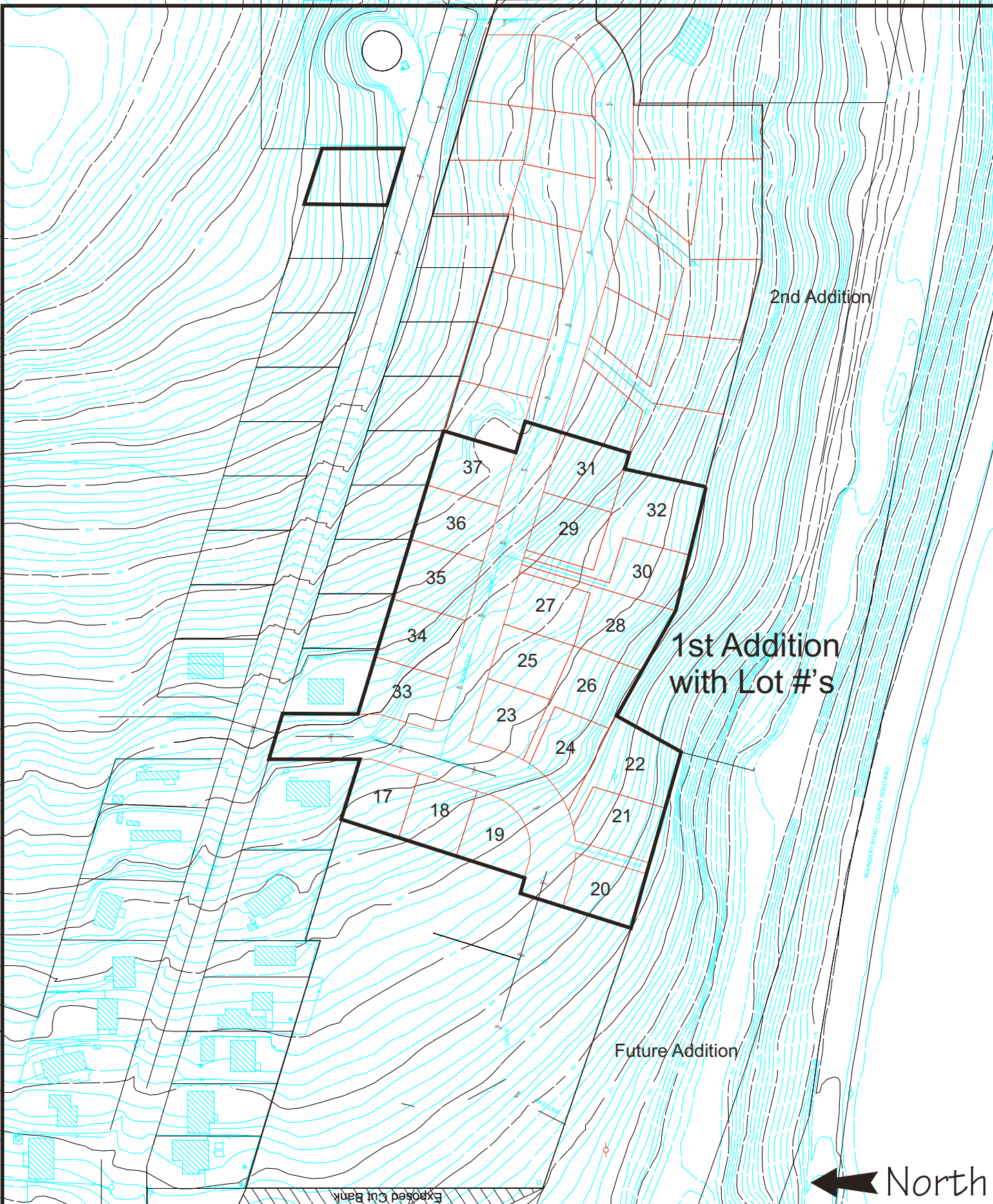
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SCS SOIL TYPE DISTRIBUTION

Sunridge Subdivision, Lowell, Oregon

SCS Soil Survey of the Lane County Area, 1987

Scale: 1:20,000

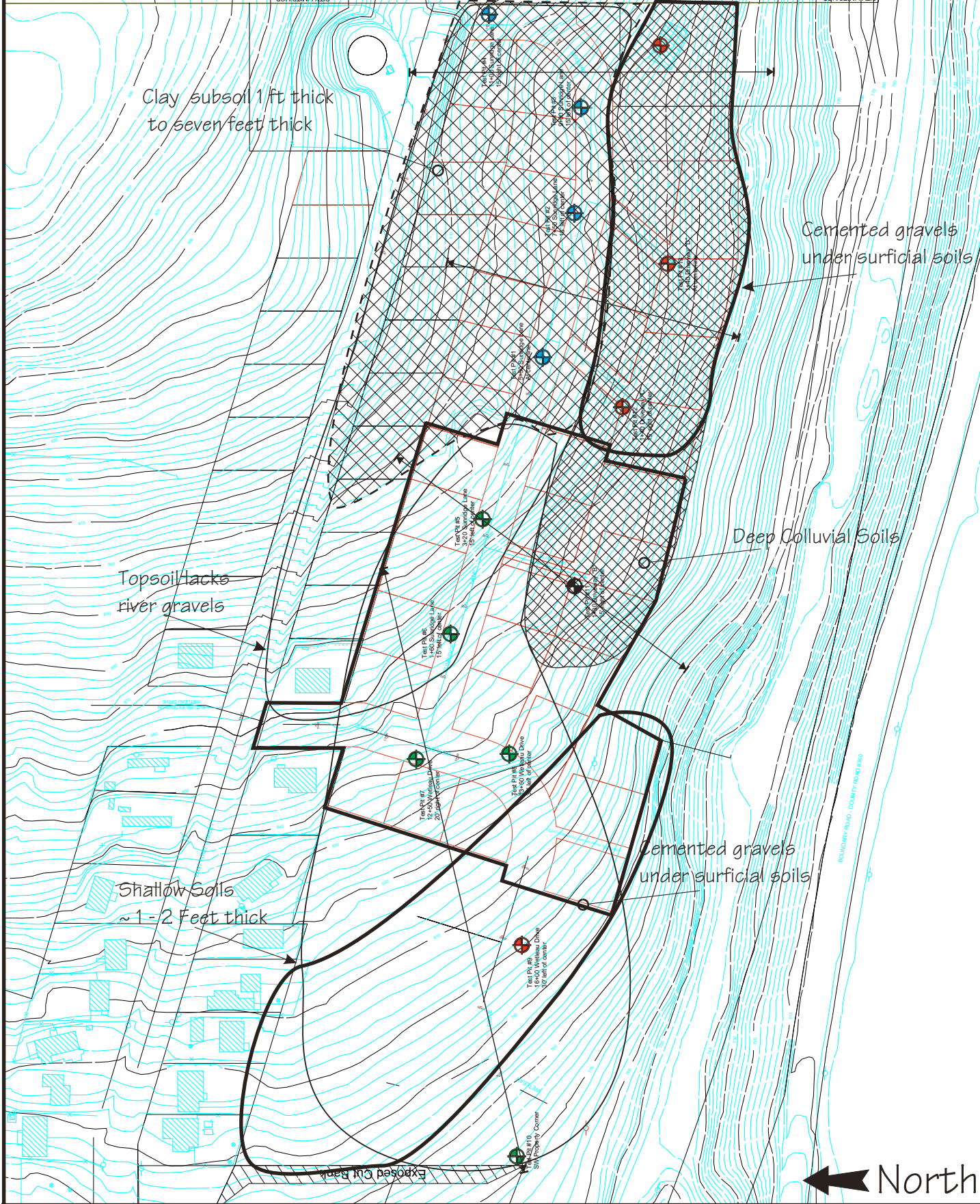


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Sunridge Subdivision, Lowell Oregon

1st Addition Project Area

Base map provided by Shadetree, Inc.



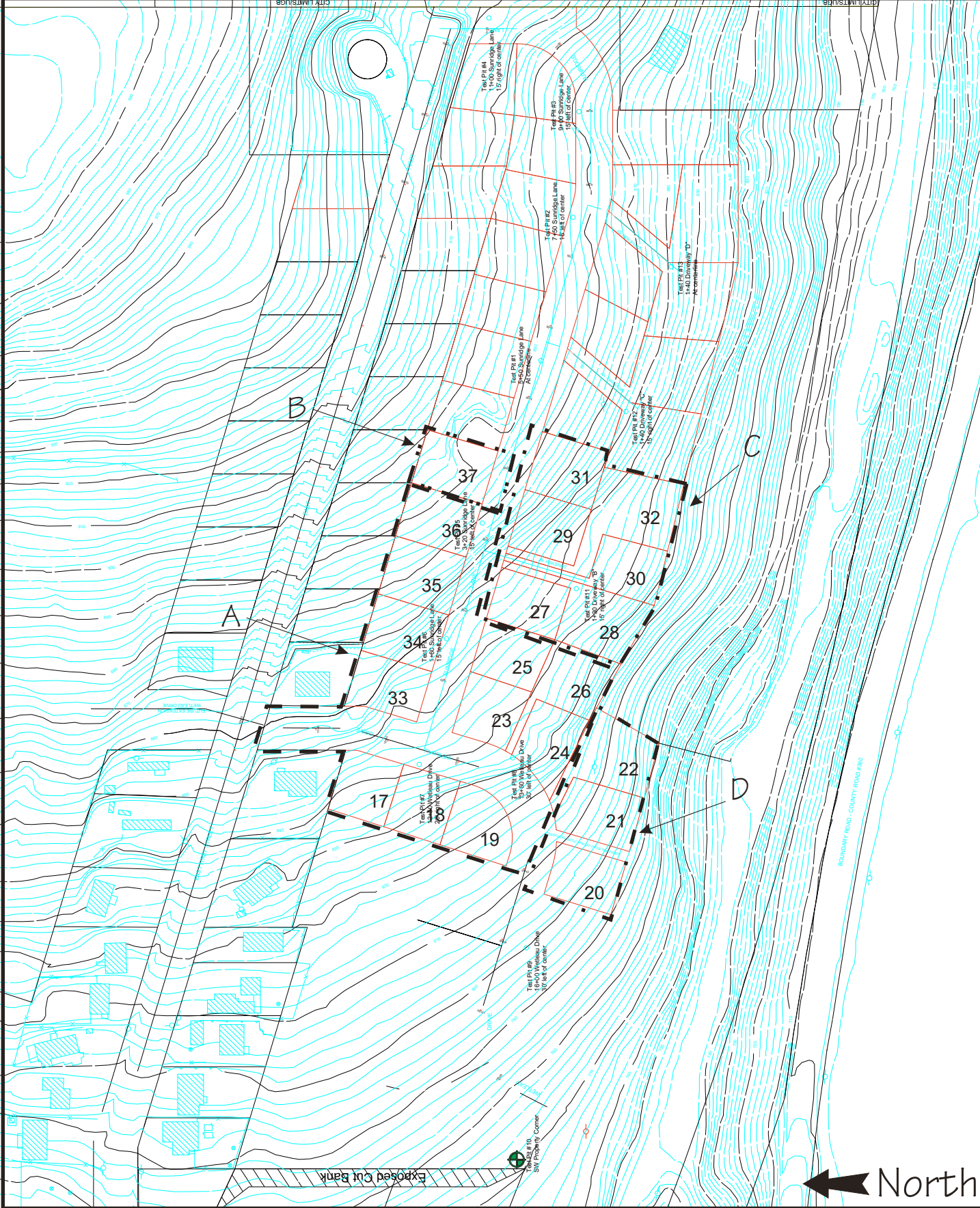
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Sunridge Subdivision, Lowell Oregon

Revised Soil/Geology Areas

Base map : Shadetree, Inc. Geology: DER, 1/05

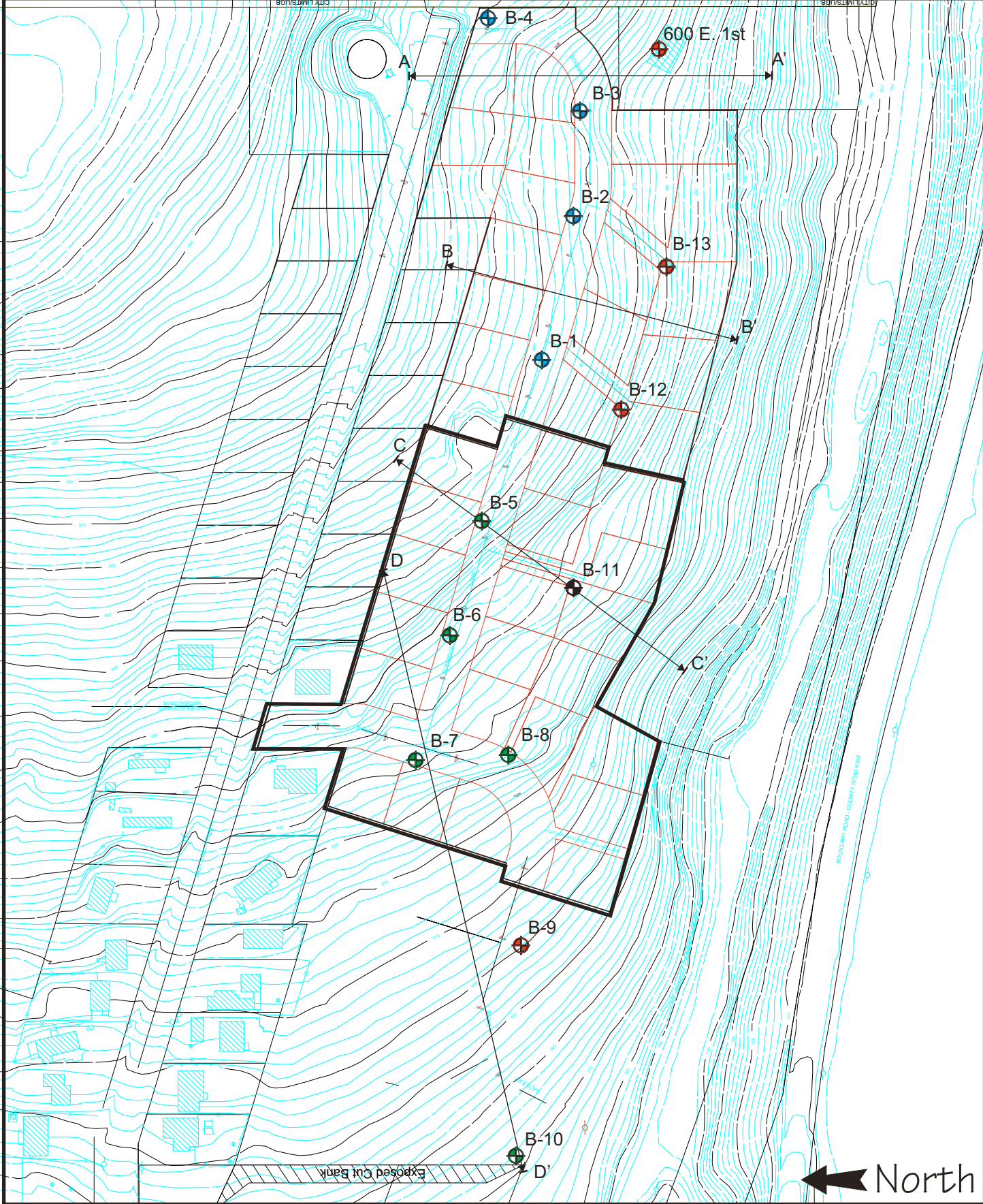


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Sunridge Subdivision 1st Add., Lowell OR
Geotechnical Design Areas

Base map : Shadetree, Inc. Geology: DER, 1/05



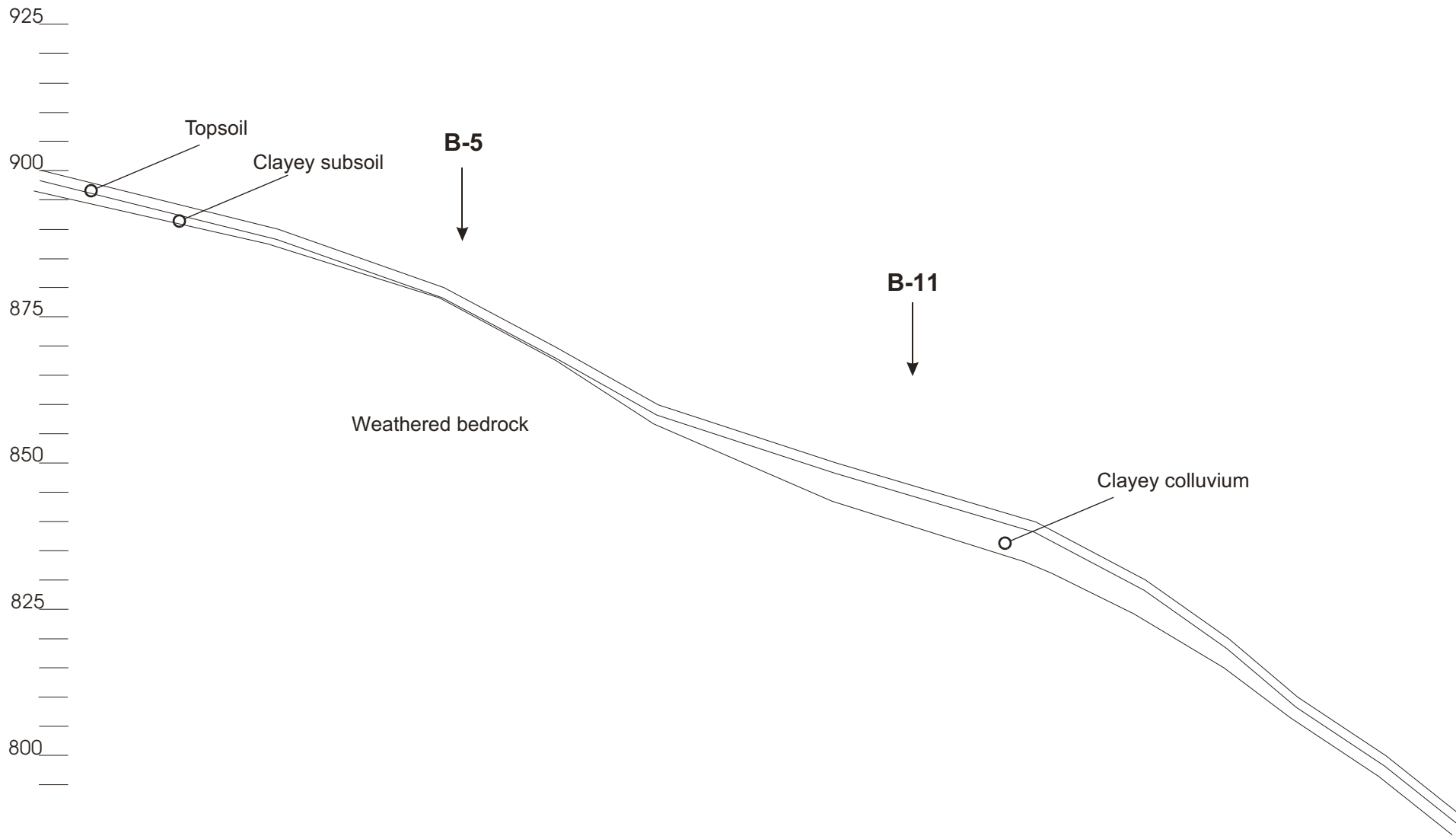
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SITE PLAN

Sunridge Subdivision, Lowell Oregon

Base map provided by Shadetree, Inc.



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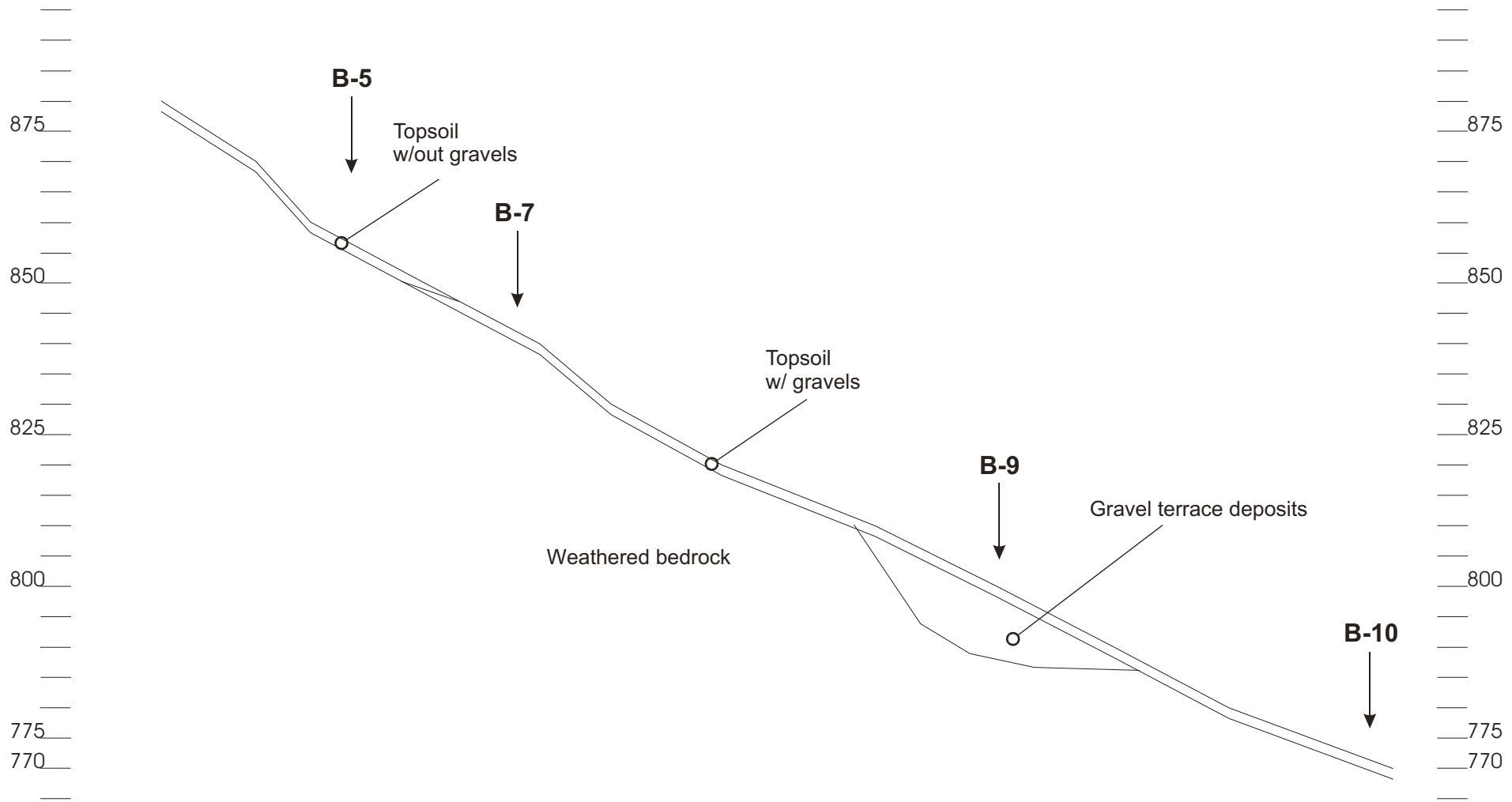
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Cross Section C - C'

Sunridge Subdivision, Lowell Oregon

Base map provided by Shadetree, Inc.

Horiz. Scale: 1" = 50', Vert.. Scale: 1" = 25"



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Cross Section D - D'

Sunridge Subdivision, Lowell Oregon

Base map provided by Shadetree, Inc.

Horiz. Scale: 1" = 100', Vert. Scale: 1" = 25"

BORING NUMBER: B -5

PROJECT: Sunridge Subdivision, Lowell, Oregon

DATE: 11-13-2003

HOLE DIMENSIONS: 2' x 5'

DEPTH OF HOLE: 8 feet

EQUIP: JD Backhoe

HOLE LOC: See Site Plan

DEPTH TO ROCK: See Logs

OPERATOR: Shadetree

HOLE ELEVATION: See Site Plan

DEPTH TO WATER: see below

ELEVATION (feet)	DEPTH	LEGEND	USCS	DESCRIPTION	BPF	SPECIFIC DATA / COMMENTS
	1		ML	TOPSOIL : Sandy Silt with abundant rocks and boulders. Dark brown, Moist, loose/soft.		Contains numerous roots and organic debris
	2		MH	Transition to Brown Silt, Moist, soft to medium consistency		
	3			WEATHERED ROCK: Little Butte Formation Western Cascade Volcanoclastics. Medium dense to dense, with large, hard, rocks and boulders. Color ranges from gray to buff, highly variable. Remolds to sandy silt/silty sand and rocks		Rock fragments and density increasing with depth
	4					
	5					
	6					
	7					
	8					
	9					
	10					
				BOTTOM OF BORING AT 8 FEET		No seepage encountered



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PROJECT: Sunridge Subdivision, Lowell, Oregon

BORING NUMBER: B - 5

DER 11/03

BORING NUMBER: B -6

PROJECT: Sunridge Subdivision, Lowell, Oregon

DATE: 11-13-2003

HOLE DIMENSIONS: 2' x 5'

DEPTH OF HOLE: 8 feet

EQUIP: JD Backhoe

HOLE LOC: See Site Plan

DEPTH TO ROCK: See Logs

OPERATOR: Shadetree

HOLE ELEVATION: See Site Plan

DEPTH TO WATER: see below

ELEVATION (feet)	DEPTH	LEGEND	USCS	DESCRIPTION	BPF	SPECIFIC DATA / COMMENTS
	1		ML	TOPSOIL : Sandy Silt with abundant rocks and boulders. Dark brown, Moist, loose/soft.		Contains numerous roots and organic debris
	2					
	3			WEATHERED ROCK: Little Butte Formation Western Cascade Volcanoclastics. Medium dense to dense, with large, hard, rocks and boulders. Color ranges from gray to buff, highly variable. Remolds to sandy silt/silty sand and rocks		Rock fragments and density increasing with depth
	4					
	5					
	6					
	7					
	8					
	9					
	10					
				BOTTOM OF BORING AT 8 FEET		No seepage encountered



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PROJECT: Sunridge Subdivision, Lowell, Oregon

BORING NUMBER: B - 6

DER 11/03

BORING NUMBER: B -7

PROJECT: Sunridge Subdivision, Lowell, Oregon

DATE: 11-13-2003

EQUIP: JD Backhoe

OPERATOR: Shadetree

HOLE DIMENSIONS: 2' x 5'

HOLE LOC: See Site Plan

HOLE ELEVATION: See Site Plan

DEPTH OF HOLE: 8.5 feet

DEPTH TO ROCK: See Logs

DEPTH TO WATER: see below

ELEVATION (feet)	DEPTH	LEGEND	USCS	DESCRIPTION	BPF	SPECIFIC DATA / COMMENTS					
	1		ML	TOPSOIL : Sandy Silt with abundant rock fragments and alluvial (river) gravel and cobbles. Dark brown, Moist, loose/soft.		Contains numerous roots and organic debris Alluvial gravels					
	2										
	3			WEATHERED ROCK: Little Butte Formation Western Cascade Volcanoclastics. Medium dense to dense, with large, hard, rocks and boulders. Color ranges from gray to buff, highly variable. Remolds to sandy silt/silty sand and rocks		Few rock fragments Ashy parent material No seepage encountered					
	4										
	5										
	6										
	7										
	8										
	9										
	10										
									BOTTOM OF BORING AT 8.5 FEET		



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PROJECT: Sunridge Subdivision, Lowell, Oregon

BORING NUMBER: B -7

DER 11/03

BORING NUMBER: B -8

PROJECT: Sunridge Subdivision, Lowell, Oregon

DATE: 11-13-2003

EQUIP: JD Backhoe

OPERATOR: Shadetree

HOLE DIMENSIONS: 2' x 5'

HOLE LOC: See Site Plan

HOLE ELEVATION: See Site Plan

DEPTH OF HOLE: 6.5 feet

DEPTH TO ROCK: See Logs

DEPTH TO WATER: see below

ELEVATION (feet)	DEPTH	LEGEND	USCS	DESCRIPTION	BPF	SPECIFIC DATA / COMMENTS
	1		ML	TOPSOIL : Sandy Silt with abundant rock fragments and alluvial (river) gravel and cobbles. Dark brown, Moist, loose/soft.		Contains numerous roots and organic debris Alluvial gravels
	2			WEATHERED ROCK: Little Butte Formation Western Cascade Volcanoclastics. Medium dense to dense, with large, hard, rocks and boulders. Color ranges from gray to buff, highly variable. Remolds to sandy silt/silty sand and rocks		Few rock fragments Ashy parent material No seepage encountered
	3					
	4					
	5					
	6					
	7					
	8					
	9					
	10					



OREGON GEOTECHNICAL SERVICES

7385 SW Alden Street, Portland, OR 97223

PROJECT: Sunridge Subdivision, Lowell, Oregon

BORING NUMBER: B - 8

DER 11/03

BORING NUMBER: B - 11

PROJECT: Sunridge Subdivision, Lowell, Oregon

DATE: 11-13-2003

HOLE DIMENSIONS: 2' x 5'

DEPTH OF HOLE: 7 feet

EQUIP: JD Backhoe

HOLE LOC: See Site Plan

DEPTH TO ROCK: See Logs

OPERATOR: Shadetree

HOLE ELEVATION: See Site Plan

DEPTH TO WATER: see below

ELEVATION (feet)	DEPTH	LEGEND	USCS	DESCRIPTION	BPF	SPECIFIC DATA / COMMENTS
	1		ML	TOPSOIL : Sandy Silt with abundant rock fragments and alluvial (river) gravel and cobbles. Dark brown, Moist, loose/soft.		Contains numerous roots and organic debris Alluvial gravels
	2		MH/CH	COLLUVIAL SOIL: Sandy Silt with clay and abundant rock fragments and river cobbles. Brown, moist, medium dense		Excavates easily to 7 feet
	3					
	4					
	5					
	6					
	7					
	8					
	9					
	10					



OREGON GEOTECHNICAL SERVICES
 7385 SW Alden Street, Portland, OR 97223

PROJECT: Sunridge Subdivision, Lowell, Oregon

BORING NUMBER: B - 11

ATTACHMENT K

HEARLEY Henry O

From: Lon Dragt <dragt2300@gmail.com>
Sent: March 8, 2022 11:57 AM
To: HEARLEY Henry O
Subject: Re: Message from KM_C308

CAUTION: This email originated from outside the organization. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Putting thought into this as well as the information gathered, I believe that the parking issue needs to be addressed another way first. The Fire District would like to have no parking on at least one side of the road for narrow streets. Since it was not brought up with other developments, I feel that bringing it now will not appear to benefit anyone but the department. So at this time it should be removed and addressed between the District and the city separate of this.

On Tue, Mar 8, 2022 at 10:27 AM HEARLEY Henry O <HHEARLEY@lcog.org> wrote:

Ok. Thanks, Lon.

Have a nice day!

Henry

From: Lon Dragt <dragt2300@gmail.com>
Sent: March 8, 2022 10:26 AM
To: HEARLEY Henry O <HHEARLEY@Lcog.org>
Cc: Max Baker <mbaker@ci.lowell.or.us>; CAUDLE Jeremy <JCaudle@ci.lowell.or.us>
Subject: Re: Message from KM_C308

CAUTION: This email originated from outside the organization. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

I will get this to you today.

On Tue, Mar 8, 2022 at 9:29 AM HEARLEY Henry O <HHEARLEY@lcog.org> wrote:

Agenda Item Sheet

City of Lowell City Council

Type of item:

Discussion

Item title/recommended action:

Direction from City Council on question-and-answer forum for proposed Dollar General commercial business and four-plex multi-family residential development on N. Moss Street. – Discussion

Justification or background:

See attached memo.

Budget impact:

N/A

Department or Council sponsor:

Planning

Attachments:

N/A

Meeting date:

03/15/2022



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: Friday, March 11, 2022
Re: Question and answer forum for proposed development

MEMO

Staff are requesting direction from City Council on having a question-and-answer forum for a proposed Dollar General commercial business and four-plex multi-family residential development on N. Moss Street.

Background. On March 4, city staff, along with the city's engineering and planning consultants, met with a developer who is proposing to build a 12,480 square foot Dollar General commercial business and a four plex multiple family residential development to the north of the proposed commercial business. The subject property is located on a 1.53-acre parcel of land on County Assessor's map and tax lot 19-01-11-33-06502. The subject property is located adjacent to North Moss Street and is in the vicinity of existing residential developments to the south and east. The subject property is zoned "Public Lands" (PL).

The development would require a zoning map amendment to "General Commercial." The development would also require a site plan review, as is required of all commercial developments. Finally, since the development anticipates partitioning the northern portion of the property for the multi-family residences, a land partition application would be required. All three of these applications would require review and public hearings before the Planning Commission. The zoning map amendment and partition would require public hearings and approval by City Council.

During the pre-application meeting, city staff mentioned the possibility of the developer conducting a question-and-answer session with interested members of the public on the proposed development. The purpose of the question-and-answer session would be for the developer to present the proposal and receive feedback from the public before submittal of an application. The city could provide physical space and assist in the advertising and planning of such an event.

The city cannot require the developer to participate in a question-and-answer session as part of the application process. However, the developer stated their willingness to participate in such a session.

Multiple public hearings on all three land use applications, as mentioned above, would be required. The question-and-answer session would be in addition to the minimum of what is legally required.

Rationale. City staff asked the developer to consider holding a question-and-answer session for the following reasons:

- 1. The size, scope, and unique nature of the proposed development.** If approved, this would be the first chain business to locate to the city. This would also be the first retail business to locate within the city. The size, scope, and nature of the proposed project is uncommon for Lowell. As such, members of the public may have questions about the proposed development.

By the time a land use application arrives at a Planning Commission or City Council meeting, the opportunity to inform the public, especially regarding projects of this nature, is limited. Planning Commission and City Council hearings on land use applications are quasi-judicial in nature. This means that public involvement is limited to providing facts and testimony, as in a courtroom. There is not an opportunity in these formal hearings for interested members of the public to ask questions or have a conversation with staff or the applicant.

Also, members of the public who show up at public hearings for land use applications may not have all the facts related to the proposal. They may have questions about the project that could have been cleared up in advance had they contacted city staff prior to the public hearing. A question-and-answer session will provide the opportunity to answer those questions before starting the formal planning approval processes. It is hoped that members of the public would then have the information they need to offer informed testimony at the subsequent public hearings.

Lastly, it is possible that the developer could receive feedback from the community at the question-and-answer session on how the proposal could better meet the community's needs. This would provide an opportunity for the developer to incorporate such feedback in their proposal prior to applying.

2. Complexity of planning issues. This application contains several complex planning issues: zoning map amendments, a partition plan, and a site review. In addition, the development contains two projects that are not typical for Lowell: a commercial development and a multi-family development. The developer intends to submit all three applications at once for concurrent review.

The question-and-answer session would provide an opportunity for staff to answer questions from the public on the planning process. The role of staff would be limited to providing factual statements on the planning process and approval steps as it relates to the issues mentioned above.

Summary. City staff maintain our neutrality and objectivity regarding this and any other proposed development. Our interest is to organize a process where the public feel like they are involved, where they have a chance to have their questions answered, and where they can voice their opinions.

Staff believe that City Council, as elected representatives of the people, are the best judges on how to engage the public. For that reason, staff are requesting direction from City Council on if the city should proceed with the voluntary question-and-answer session.

If the answer is “yes,” then the next step would be to select a date for the session. Staff will advertise the session, and we will mail notices to all property owners within a certain radius of the proposed development.

In our notices, city staff will be clear in our messaging that by facilitating this event, City Hall neither supports nor opposes the application. Our messaging is that this is an opportunity for the developer to present their proposal prior to submitting a formal application and for interested members of the public to offer questions and comments.

If the answer is not to conduct a question-and-answer session, then staff will inform the developer to turn in their applications and proceed directly to Planning Commission review.

Agenda Item Sheet

City of Lowell City Council

Type of item:	Budget Item
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Item title/recommended action:

Motion to approve Resolution #777, "A resolution adopting a supplemental budget for fiscal year 2021-2022 and making supplemental appropriations." – Discussion/Possible action

Justification or background:

Staff are requesting approval of a supplemental budget resolution for the Building Fund so that expenditures don't exceed budgeted amounts. The supplemental budget increases anticipated revenues from building permit fees by \$57,250. Expenditures are also increased by \$57,250. The reason for the budget amendment is that building activity within the city has greatly exceeded what was projected when the budget was adopted.

Budget impact:

Increase in Building Fund expenditures by \$57,250, mostly for third-party building official services. Offset by corresponding building permit fee revenues.

Department or Council sponsor:

Building Department

Attachments:

Supplemental budget resolution; public notice.

Meeting date:	03/15/2022
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CITY OF LOWELL, OREGON

RESOLUTION 777

A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR FISCAL YEAR BEGINNING JULY 1, 2021 AND MAKING SUPPLEMENTAL APPROPRIATIONS.

WHEREAS, the City of Lowell budget for the fiscal year beginning July 1, 2021 was adopted by the City Council on June 15, 2021; and

WHEREAS, an occurrence or condition which had not been ascertained at the time of the preparation of the budget for the current year requires a change in financial planning; and

WHEREAS, in order not to overspend expenditures, it is necessary to increase a program expenditures within the Building Fund; and

WHEREAS, in accordance with the Oregon Local Budget Law, notice was published on March 10, 2022 of the public hearing that was held before the City Council on March 15, 2022.

NOW, THEREFORE, BE IT RESOVLED by the City Council of the City of Lowell as follows:

Section 1. The City of Lowell amends the budget for the fiscal year beginning July 1, 2021 and ending June 30, 2022 to include increases in revenues and expenditures within the Building Fund as follows:

Buliding Fund			
Revenues:	Adopted Budget	Budget Adjustment	Amended Budget
Beginning fund balance	19,855	0	19,855
Licenses and permits	50,250	57,250	107,500
Total resources:	70,105	57,250	127,355

Expenditures:	Adopted Budget	Budget Adjustment	Amended Budget
Building Department/Contingencies	7,959	0	7,959
Building Department/Materials & services	36,231	56,002	92,233
Building Department/Personnel	5,040	1,248	6,288
Building Department/Reserves & ending balances	20,875	0	20,875
Total resources:	70,105	57,250	127,355

Section 2. This resolution shall become effective immediately upon its passage by the City Council.

[This section left intentionally blank.]

Adopted by the City Council of the City of Lowell this 15TH day of March 2022.

AYES: ____

NOES: ____

APPROVED:

Don Bennett, Mayor

ATTEST:

Jeremy Caudle, City Recorder

Notice of Supplemental Budget Hearing

A public hearing on a proposed supplemental budget for City of Lowell, for the current fiscal year, will be held at 70 N Pioneer St, Lowell OR 97452 and electronically with instructions available at <https://www.ci.lowell.or.us/calendar>.

The hearing will take place on March 15, 2022 at 7:00 a.m. p.m. The purpose of the hearing is to discuss the supplemental budget with interested persons.
(Time)

A copy of the supplemental budget document may be inspected or obtained on or after March 9, 2022 at
(Date)

107 E 3rd Street, between the hours of 8:00 a.m. p.m. and 5:00 a.m. p.m.

Copies of the supplemental budget are also available upon request by calling City Hall at 541-359-8768 or emailing at admin@ci.lowell.or.us

SUMMARY OF PROPOSED BUDGET CHANGES

AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED

FUND: Building

Resource	Amount	Expenditure—indicate Org. unit / Prog. & Activity, and Object class.	Amount
1. Licenses and permits	\$ 57,250	1. Bldg. Dept./Materials & svcs	\$ 56,002
2.		2. Bldg. Dept./Personnel	\$ 1,248
3.		3.	
Revised Total Fund Resources	\$127,355	Revised Total Fund Requirements	\$127,355

Explanation of changes:

The amount of new home construction has exceeded the projections on which the current year's budget was based. As such, the amount of building permit revenue that the city has received have exceeded projections. Also, the expenditures associated with the city's contract building official to conduct inspections and site reviews have exceeded projections.

Agenda Item Sheet

City of Lowell City Council

Type of item:	Contract
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Item title/recommended action:

Motion to authorize the City Administrator to sign a "Purchase and sale agreement and receipt for earnest money" and "Option agreement" with Lowell Investment Properties, LLC for the sale of 205 E. Main St.

Justification or background:

At the November 2, 2021 meeting, City Council approved "a motion to authorize the City Administrator to execute a 'Purchase and Sale Agreement' with Lowell Investment Properties, LLC for the sale of 205 E. Main St. However, neither the city nor the buyer executed the agreement pending further investigation of the underground storage tank issue and a final negotiation of the contract terms. On March 8, the city and the buyer met and reached an agreement. The only change is to Section 2, with the addition: "City will obtain and provide to Buyer a 'No Further Action' determination letter from the Oregon Department of Environmental Quality related to the underground gasoline storage tanks that likely exist on the Property." Since this is a change from the original contract presented to City Council, staff are requesting reauthorization to sign the contract. Afterwards, both parties will execute the contract. The escrow process and closing of the sale, however, will be delayed until the city completes the required environmental remediation.

Budget impact:

Property sales revenues of \$375,000; expenditure of \$500 to retain option to purchase the property.

Department or Council sponsor:

Administration

Attachments:

Purchase and sale agreement; addendum A; option to purchase.

Meeting date:	03/15/2022
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COMMERCIAL ASSOCIATION OF REALTORS® OREGON/SW WASHINGTON
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY
(Oregon Commercial Form)

AGENCY ACKNOWLEDGMENT

Buyer shall execute this Acknowledgment concurrent with the execution of the Agreement below and prior to delivery of that Agreement to Seller. Seller shall execute this Acknowledgment upon receipt of the Agreement by Seller, even if Seller intends to reject the Agreement or make a counter-offer. In no event shall Seller's execution of this Acknowledgment constitute acceptance of the Agreement or any terms contained therein.

Pursuant to the requirements of Oregon Administrative Rules (OAR 863-015-0215), both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and by execution below acknowledge and consent to the agency relationships in the following real estate purchase and sale transaction as follows:

(a) Seller Agent: Suzanne Kintzley of Campbell Commercial firm (the "Selling Firm") is the agent of
(check Buyer exclusively; Seller exclusively; both Seller and Buyer ("Disclosed Limited Agency"). one):

(b) Buyer Agent: Alan Evans of Evans, Elder, Brown & Seubert firm (the "Buying Firm") is the agent of
(check Buyer exclusively; Seller exclusively; both Seller and Buyer ("Disclosed Limited Agency"). one):

If the name of the same real estate firm appears in both Paragraphs (a) and (b) above, Buyer and Seller acknowledge that a principal broker of that real estate firm shall become the Disclosed Limited Agent for both Buyer and Seller, as more fully set forth in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and the named real estate agent(s).

ACKNOWLEDGED

Buyer: (print)	_____	(sign) _____	Date: _____
Buyer: (print)	_____	(sign) _____	Date: _____
Seller: (print)	_____	(sign) _____	Date: _____
Seller: (print)	_____	(sign) _____	Date: _____

[No further text appears on this page.]

PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

This PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (this "Agreement") is accepted, made and entered into on the later of the two dates shown beneath the parties' signatures on the signature page attached hereto (the "Execution Date"):

BETWEEN: City of Lowell ("Seller")
Address: PO Box 490, Lowell, OR 97452
Office Phone:
Fax No.:
E-Mail: Jcaudle@ci.lowell.or.us

AND: Lowell Investment Properties, LLC ("Buyer")
Address:
Office Phone: 541-251-1670
Fax No.:
E-Mail: thefish001@gmail.com

1. Purchase and Sale.

1.1 Generally. In accordance with this Agreement, Buyer agrees to buy and acquire from Seller, and Seller agrees to sell to Buyer the following, all of which are collectively referred to in this Agreement as the "Property:" (a) the real property and all improvements thereon generally described or located at 205 E Main Street in the City of Lowell, County of Lane, and know as tax map/lot 19-01-14-24-02100, lot 02201, and land to be acquired by the Seller from Lane County, Oregon legally described on Exhibit A, attached hereto (the "Real Estate") (if no legal description is attached, the legal description shall be based on the legal description provided in the Preliminary Report (described in Section 5), subject to the review and approval of both parties hereto), all totaling approximately 35,719 square feet, including all of Seller's right, title and interest in and to all fixtures, appurtenances, and easements thereon or related thereto; (b) all of Seller's right, title and interest, if any, in and to any and all lease(s) to which the Real Estate is subject (each, a "Lease"); and (c) any and all personal property located on and used in connection with the operation of the Real Estate and owned by Seller (the "Personal Property"). If there are any Leases, see Section 21.1, below. The occupancies of the Property pursuant to any Leases are referred to as the "Tenancies" and the occupants thereunder are referred to as "Tenants." If there is any Personal Property, see Section 21.2, below.

1.2 Purchase Price. The purchase price for the Property shall be Three hundred and seventy five thousand dollars (\$375,000) (the "Purchase Price"). The Purchase Price shall be adjusted, as applicable, by the net amount of credits and debits to Seller's account at Closing (defined below) made by Escrow Holder pursuant to the terms of this Agreement. The Purchase Price shall be payable as follows:

1.2.1 Earnest Money Deposit.

(a) Within seven (7) days of the Execution Date, Buyer shall deliver into Escrow (as defined herein), for the account of Buyer, \$15,000 as earnest money (the "Earnest Money") in the form of:

[] Promissory note (the "Note"); [] Check; or [X] Cash or other immediately available funds.

If the Earnest Money is being held by the [] Selling Firm [] Buying Firm, then the firm holding such Earnest Money shall deposit the Earnest Money in the [X] Escrow (as hereinafter defined) [] Selling Firm's Client Trust Account [] Buying Firm's Clients' Trust Account, no later than 5:00 PM Pacific Time three (3) business days after such firm's receipt, but in no event later than the date set forth in the first sentence of this Section 1.2.1(a).

49 (b) If the Earnest Money is in the form of a Note, it shall be due and payable no later
50 than 5:00 PM Pacific Time three (3) days after the Execution Date; after satisfaction or waiver by Buyer of the
51 conditions to Buyer's obligation to purchase the Property set forth in this Agreement; or Other: _____. If the terms
52 of the Note and this Agreement conflict, the terms of this Agreement shall govern. If the Note is not redeemed and
53 paid in full when due, then: (i) the Note shall be delivered and endorsed to Seller (if not already in Seller's possession);
54 (ii) Seller may collect the Earnest Money from Buyer, either pursuant to an action on the Note or an action on this
55 Agreement; and (iii) Seller shall have no further obligations under this Agreement.

56
57 (c) The purchase and sale of the Property shall be accomplished through an escrow (the
58 "Escrow") that Seller has established or will establish with Cascade Title, (the "Escrow Holder") within seven days after
59 the Execution Date. Except as otherwise provided in this Agreement: (i) any interest earned on the Earnest Money
60 shall be considered to be part of the Earnest Money; (ii) the Earnest Money shall be non-refundable upon satisfaction
61 or waiver of all Conditions as defined in Section 2.1; and (iii) the Earnest Money shall be applied to the Purchase Price
62 at Closing.

63
64 1.2.2 Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price at Closing by
65 cash or other immediately available funds; or Other: _____.

66
67 1.3 Section 1031 Like-Kind Exchange. Each party acknowledges that either party (as applicable, the
68 "Exchanging Party") may elect to engage in and affect a like-kind exchange under Section 1031 of the Internal Revenue
69 Code of 1986, as amended, involving the Property (or any legal lot thereof) (a "1031 Exchange"). The non-exchanging
70 party with respect to a 1031 Exchange is referred to herein as the "Cooperating Party." Buyer and Seller each hereby
71 agrees to reasonably cooperate with the other in completing each such 1031 Exchange; provided, however, that such
72 cooperation shall be at the Exchanging Party's sole expense and shall not delay the Closing for the Property.
73 Accordingly, the Exchanging Party may assign the Exchanging Party's rights with respect to the Property (or any legal
74 lot thereof) to a person or entity for the purpose of consummating a 1031 Exchange ("Intermediary"), provided that
75 such assignment does not delay the Closing for the Property (or applicable legal lot thereof), or otherwise reduce or
76 diminish the Exchanging Party's liabilities or obligations hereunder. Such assignment by the Exchanging Party shall
77 not release the Exchanging Party from the obligations of the Exchanging Party under this Agreement. The Cooperating
78 Party shall not suffer any costs, expenses or liabilities for cooperating with the Exchanging Party and shall not be
79 required to take title to the exchange property. The Exchanging Party agrees to indemnify, defend and hold the
80 Cooperating Party harmless from any liability, damages and costs arising out of the 1031 Exchange.

81
82 2. Conditions to Purchase.

83
84 2.1 Buyer's obligation to purchase the Property is conditioned on the following:

- 85
86 None;
- 87 Within 90 days of the Execution Date, Buyer's approval of the results of (collectively, the "General
88 Conditions"): (a) the Property inspection described in Section 3 below; (b) the document review
89 described in Section 4 below; and (c) (describe any other condition) Other as described in line
90 93, to be completed at Seller's expense.
- 91 Within _____ days of the Execution Date, Buyer's receipt of confirmation of satisfactory financing
92 (the "Financing Condition"); and/or
- 93 Other Prior to the close of escrow seller to acquire Right of Way from the County so that the total
94 land area being sold is approximately 35,719 square feet. City will obtain and provide to Buyer
95 a "No Further Action" determination letter from the Oregon Department of Environmental Quality
96 related to the underground gasoline storage tanks that likely exist on the Property.

97 The General Conditions, Financing Conditions or any other Conditions noted shall be defined as "Conditions."
98

99 2.2 If, for any reason in Buyer's sole discretion, Buyer has not timely given written waiver of the
100 Conditions set forth in Section 2.1, or stated in writing that such Conditions have been satisfied, by notice given to
101 Seller within the time periods for such conditions set forth above, this Agreement shall be deemed automatically
102 terminated, the Earnest Money shall be promptly returned to Buyer, and thereafter, except as specifically provided to
103 the contrary herein, neither party shall have any further right or remedy hereunder.
104

105 3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter
106 the Property at reasonable times after reasonable prior notice to Seller and after prior notice by Seller to the Tenants
107 as required by the applicable Leases, if any, to conduct any and all inspections, tests, and surveys concerning the
108 structural condition of the improvements, all mechanical, electrical and plumbing systems, hazardous materials, pest
109 infestation, soils conditions, wetlands, Americans with Disabilities Act compliance, zoning, and all other matters
110 affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase of
111 the Property including the economic feasibility of such purchase. If the transaction contemplated in this Agreement
112 fails to close for any reason (or no reason) as a result of the act or omission of Buyer or its agents, Buyer shall promptly
113 restore the Property to substantially the condition the Property was in prior to Buyer's performance of any inspections
114 or work. Buyer shall indemnify, hold harmless, and defend Seller from all liens, costs, and expenses,
115 including reasonable attorneys' fees and experts' fees, arising from or relating to Buyer's entry on and inspection of
116 the Property. This agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination
117 of this Agreement.
118

119 4. Seller's Documents. Within seven days after the Execution Date, Seller shall deliver to Buyer or Buyer's
120 designee, legible and complete copies of the following documents, including without limitation, a list of the Personal
121 Property, and other items relating to the ownership, operation, and maintenance of the Property to the extent now in
122 existence and to the extent such items are or come within Seller's possession or control: copy of agreement with county
123 for the acquisition of the ROW, any environmental or geotechnical reports on the property, a current ALTA survey of
124 the property, seller to provide legal description of the property.
125

126 5. Title Insurance. Within ten days after the Execution Date, Seller shall cause to be delivered to Buyer a
127 preliminary title report from the title company (the "Title Company") selected by Seller (the "Preliminary Report"),
128 showing the status of Seller's title to the Property, together with complete and legible copies of all documents shown
129 therein as exceptions to title ("Exceptions"). Buyer shall have ten days after receipt of a copy of the Preliminary Report
130 and Exceptions within which to give notice in writing to Seller of any objection to such title or to any liens or
131 encumbrances affecting the Property. Within ten days after receipt of such notice from Buyer, Seller shall give Buyer
132 written notice of whether it is willing and able to remove the objected-to Exceptions. Without the need for objection by
133 Buyer, Seller shall, with respect to liens and encumbrances that can be satisfied and released by the payment of
134 money, eliminate such exceptions to title on or before Closing. Within ten days after receipt of such notice from Seller
135 (the "Title Contingency Date"), Buyer shall elect whether to: (i) purchase the Property subject to those objected-to
136 Exceptions which Seller is not willing or able to remove; or (ii) terminate this Agreement. If Buyer fails to give Seller
137 notice of Buyer's election, then such inaction shall be deemed to be Buyer's election to terminate this Agreement.
138 On or before the Closing Date (defined below), Seller shall remove all Exceptions to which Buyer objects and which
139 Seller agrees, or is deemed to have agreed, Seller is willing and able to remove. All remaining Exceptions set forth in
140 the Preliminary Report and those Exceptions caused by or agreed to by Buyer shall be deemed "Permitted Exceptions."
141

142 6. Default; Remedies. Notwithstanding anything to the contrary contained in this Agreement, in the event
143 Buyer fails to deposit the Earnest Money in Escrow strictly as and when contemplated under Section 1.2.1 above,
144 Seller shall have the right at any time thereafter, but prior to Buyer's deposit of the Earnest Money to Escrow, to
145 terminate this Agreement and all further rights and obligations hereunder by giving written notice thereof to Buyer. If
146 the conditions, if any, to Buyer's obligation to consummate this transaction are satisfied or waived by Buyer and Buyer
147 fails, through no fault of Seller, to close on the purchase of the Property, Seller's sole remedy shall be to retain the
148 Earnest Money paid by Buyer. In the event Seller fails, through no fault of Buyer, to close the sale of the Property,
149 Buyer shall be entitled to pursue any remedies available at law or in equity, including without limitation, the return of

150 the Earnest Money paid by Buyer or the remedy of specific performance. In no event shall either party be entitled to
151 punitive or consequential damages, if any, resulting from the other party's failure to close the sale of the Property.
152

153 7. Closing of Sale.
154

155 7.1 Buyer and Seller agree the sale of the Property shall be consummated, in Escrow, on or before
156 _____ or 30 days after the conditions set forth in Sections 2.1, 3, 4 and 5 have been satisfied or waived in writing
157 by Buyer (the "Closing" or the "Closing Date"). The sale of the Property shall be deemed closed when the document(s)
158 conveying title to the Property is/are delivered and recorded and the Purchase Price is disbursed to Seller.
159

160 7.2 At Closing, Buyer and Seller shall deposit with the Escrow Holder all documents and funds required
161 to close the transaction in accordance with the terms of this Agreement. At Closing, Seller shall deliver a certification
162 in a form provided by the Escrow Holder confirming whether Seller is or is not a "foreign person" as such term is defined
163 by applicable law and regulations.
164

165 7.3 At Closing, Seller shall convey fee simple title to the Property to Buyer by statutory warranty deed
166 or _____ (the "Deed"). At Closing, Seller shall cause the Title Company to deliver to Buyer a standard ALTA form
167 owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring fee simple title to the
168 Property in Buyer subject only to the Permitted Exceptions and the standard preprinted exceptions contained in the
169 Title Policy. Seller shall reasonably cooperate in the issuance to Buyer of an ALTA extended form policy of title
170 insurance. Buyer shall pay any additional expense resulting from the ALTA extended coverage and any endorsements
171 required by Buyer.
172

173 8. Closing Costs; Prorations. Seller shall pay the premium for the Title Policy, provided, however, if Buyer
174 elects to obtain an ALTA extended form policy of title insurance and/or any endorsements, Buyer shall pay the
175 difference in the premium relating to such election. Seller and Buyer shall each pay one-half (1/2) of the escrow fees
176 charged by the Escrow Holder. Any excise tax and/or transfer tax shall be paid in accordance with the local custom
177 determined by the Title Company and applicable law. Real property taxes for the tax year of the Closing, assessments
178 (if a Permitted Exception), personal property taxes, rents and other charges arising from existing Tenancies paid for
179 the month of Closing, interest on assumed obligations, and utilities shall be prorated as of the Closing Date. If
180 applicable, prepaid rents, security deposits, and other unearned refundable deposits relating to Tenancies shall
181 be assigned and delivered to Buyer at Closing. Seller Buyer N/A shall be responsible for payment of all
182 taxes, interest, and penalties, if any, upon removal of the Property from any special assessment or program.
183

184 9. Possession. Seller shall deliver exclusive possession of the Property, subject to the Tenancies (if any)
185 existing as of the Closing Date, to Buyer on the Closing Date or _____.
186

187 10. Condition of Property. Seller represents that Seller has received no written notices of violation of any
188 laws, codes, rules, or regulations applicable to the Property ("Laws"). Seller represents that, to the best of Seller's
189 knowledge without specific inquiry, Seller is not aware of any such violations or any concealed material defects in the
190 Property. Unless caused by Buyer, Seller shall bear all risk of loss and damage to the Property until Closing, and
191 Buyer shall bear such risk at and after Closing. Except for Seller's representations set forth in this Section 10 and the
192 attached Exhibit E, Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results of its own
193 inspection and investigation in Buyer's acquisition of the Property. It shall be a condition of Buyer's Closing obligation
194 that all of Seller's representations and warranties stated in this Agreement are materially true and correct on the Closing
195 Date. Seller's representations and warranties stated in this Agreement shall survive Closing for one (1) year.
196

197 11. Operation of Property. Between the Execution Date and the Closing Date, Seller shall continue to
198 operate, maintain and insure the Property consistent with Seller's current operating practices. After Buyer has satisfied
199 or waived the conditions to Buyer's obligation to purchase the Property, and the Earnest Money is non-refundable,
200 Seller may not, without Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned,

201 or delayed, enter into: (a) any new leases or occupancy agreements for the Property; (b) any material amendments
202 or modification agreements for any existing leases or occupancy agreements for the Property; or (c) any service
203 contracts or other agreements affecting the Property that are not terminable at the Closing. It is understood that Seller
204 intends to have the existing vacant structure removed from the property prior to closing
205

206 12. Assignment. Assignment of this Agreement: is PROHIBITED; is PERMITTED, without consent
207 of Seller; is PERMITTED ONLY UPON Seller's written consent; is PERMITTED ONLY IF the assignee is an
208 entity owned and controlled by Buyer. **Assignment is PROHIBITED, if no box is checked.** If Seller's written consent
209 is required for assignment, such consent may be withheld in Seller's reasonable discretion. In the event of a permitted
210 assignment, Buyer shall remain liable for all Buyer's obligations under this Agreement.
211

212 13. Arbitration, IF AND ONLY IF THIS SECTION IS INITIALED BY EACH OF BUYER AND SELLER, THE
213 FOLLOWING SHALL APPLY TO THIS AGREEMENT:
214

215 ANY DISPUTE BETWEEN BUYER AND SELLER RELATED TO THIS AGREEMENT, THE PROPERTY, OR THE
216 TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WILL BE RESOLVED BY ARBITRATION GOVERNED
217 BY THE OREGON UNIFORM ARBITRATION ACT (ORS 36.600 et seq.) AND, TO THE EXTENT NOT
218 INCONSISTENT WITH THAT STATUTE, CONDUCTED IN ACCORDANCE WITH THE RULES OF PRACTICE AND
219 PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF ARBITRATION SERVICES OF
220 PORTLAND ("**ASP**"). THE ARBITRATION SHALL BE CONDUCTED IN PORTLAND, OREGON AND
221 ADMINISTERED BY ASP, WHICH WILL APPOINT A SINGLE ARBITRATOR HAVING AT LEAST FIVE (5) YEARS
222 EXPERIENCE IN THE COMMERCIAL REAL ESTATE FIELD IN THE LANE COUNTY, OREGON GEOGRAPHIC
223 AREA (**IF BLANK IS NOT COMPLETED, PORTLAND METROPOLITAN AREA**). ALL ARBITRATION HEARINGS
224 WILL BE COMMENCED WITHIN THIRTY (30) DAYS OF THE DEMAND FOR ARBITRATION UNLESS THE
225 ARBITRATOR, FOR SHOWING OF GOOD CAUSE, EXTENDS THE COMMENCEMENT OF SUCH HEARING. THE
226 DECISION OF THE ARBITRATOR WILL BE BINDING ON BUYER AND SELLER, AND JUDGMENT UPON ANY
227 ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE PARTIES
228 ACKNOWLEDGE THAT, BY AGREEING TO ARBITRATE DISPUTES, EACH OF THEM IS WAIVING CERTAIN
229 RIGHTS, INCLUDING ITS RIGHTS TO SEEK REMEDIES IN COURT (INCLUDING A RIGHT TO A TRIAL BY JURY),
230 TO DISCOVERY PROCESSES THAT WOULD BE ATTENDANT TO A COURT PROCEEDING, AND TO
231 PARTICIPATE IN A CLASS ACTION.
232

233 _____
234 Initials of Buyer

233 _____
234 Initials of Seller

235 14. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever,
236 including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney
237 are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this
238 Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its
239 attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred
240 in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount of Fees
241 shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or review,
242 and shall be in addition to all other amounts provided by law.
243

244 15. Statutory Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE
245 PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND
246 REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A
247 RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS
248 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING
249 FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND
250 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17,
251 CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS
INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION

252 OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS
253 INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE
254 APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING
255 TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO
256 VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST
257 FARMING OR FOREST PRACTICES, AS DEFINED IN Notice ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS
258 OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND
259 SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON
260 LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010

261 16. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO PERFORMS
262 CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A SALE TO THE
263 PURCHASER FOR A TRANSACTION OR ACTIVITY THAT OCCURRED BEFORE THE SALE. A VALID CLAIM MAY
264 BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE CIRCUMSTANCES THAT
265 GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE PROPERTY. THIS INCLUDES,
266 BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE PROPERTY CONTRACTED WITH A
267 PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT OR SERVICES TO THE PROPERTY
268 AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL.

269
270 17. Brokerage Agreement. For purposes of Sections 14 and 17 of this Agreement, the Agency
271 Acknowledgement on page 1 this Agreement is incorporated into this Agreement as if fully set forth herein. Seller
272 agrees to pay a commission to Selling Firm in the amount of either: six percent (6%) of the Purchase Price or
273 \$ _____. Such commission shall be divided between Selling Firm and Buying Firm such that Selling Firm receives
274 fifty percent (50%) and Buying Firm receives fifty percent (50%). Seller shall cause the Escrow Holder to deliver to
275 Selling Firm and Buying Firm the real estate commission on the Closing Date or upon Seller's breach of this Agreement,
276 whichever occurs first. If the Earnest Money is forfeited by Buyer and retained by Seller in accordance with this
277 Agreement, Seller to retain the earnest money.

278
279
280 18. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement
281 must be in writing and signed by the party to be bound. Any notice will be deemed delivered: (a) when personally
282 delivered; (b) when delivered by facsimile or electronic mail transmission (in either case, with confirmation of delivery);
283 (c) on the day following delivery of the notice by reputable overnight courier; or (d) on the day following delivery of the
284 notice by mailing by certified or registered U.S. mail, postage prepaid, return receipt requested; and in any case shall
285 be sent by the applicable party to the address of the other party shown at the beginning of this Agreement, unless that
286 day is a Saturday, Sunday, or federal or Oregon State legal holiday, in which event such notice will be deemed delivered
287 on the next following business day.

288
289 19. Miscellaneous. Time is of the essence of this Agreement. If the deadline under this Agreement for
290 delivery of a notice or performance of any obligation is a Saturday, Sunday, or federal or Oregon State legal holiday,
291 such deadline will be deemed extended to the next following business day. The facsimile and/or electronic mail
292 transmission of any signed document including this Agreement in accordance with Section 18 shall be the same as
293 delivery of an original. At the request of either party, the party delivering a document by facsimile and/or electronic
294 mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This
295 Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall
296 constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the
297 parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements
298 between them. Without limiting the provisions of Section 12 of this Agreement, this Agreement shall be binding upon
299 and shall inure to the benefit of Buyer and Seller and their respective successors and assigns. Solely with respect to
300 Sections 14 and 17, Selling Firm and Buying Firm are third party beneficiaries of this Agreement. The person signing
301 this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller each represents,
302 covenants and warrants that such person has full right and authority to enter into this Agreement and to bind the party

303 for whom such person signs this Agreement to its terms and provisions. Neither this Agreement nor a memorandum
304 hereof shall be recorded unless the parties otherwise agree in writing.

305
306 20. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and
307 construed by, the laws of the State of Oregon.

308
309 21. Lease(s) and Personal Property.

310
311 21.1 Leases.

312
313 21.1.1 If required by Buyer or Buyer's lender and provided for in such Tenant's Lease, Seller shall
314 use commercially reasonable efforts to deliver to Buyer, at least _____ days (**three (3) if not filled in**) before the
315 Closing Date, a Tenant estoppel certificate, reasonably acceptable to Buyer, pertaining to each Lease at the Property
316 in effect as of the Closing Date (each, a "Tenant Estoppel"). Such Tenant Estoppels shall be dated no more than
317 _____ days (**fifteen (15) if not filled in**) prior to the Closing Date and shall certify, among other things: (a) that the
318 Lease is unmodified and in full force and effect, or is in full force and effect as modified, and stating the modifications;
319 (b) the amount of the rent and the date to which rent has been paid; (c) the amount of any security deposit held by
320 Seller; and (d) that neither party is in default under the Lease or if a default by either party is claimed, stating the nature
321 of any such claimed default. If Seller has not obtained Tenant Estoppels from all Tenants of the Property, then Seller
322 shall execute and deliver to Buyer a Tenant Estoppel with respect to any such Lease setting forth the information
323 required by this Section 21.1 and confirming the accuracy thereof.

324
325 21.1.2 If applicable, the assignment of the Lease(s) by Seller, and assumption of the Lease(s) by
326 Buyer shall be accomplished by executing and delivering to each other through Escrow an Assignment of Lessor's
327 Interest under Lease substantially in the form of Exhibit B attached hereto (the "Assignment").

328
329 21.2 Personal Property. If applicable, Seller shall convey all Personal Property to Buyer by
330 executing and delivering to Buyer at Closing through Escrow (as defined below), a Bill of Sale substantially in the form
331 of Exhibit C attached hereto (the "Bill of Sale"). A list of such Personal Property shall be attached to the Bill of Sale.

332
333 22. Residential Lead-Based Paint Disclosure. IF THE PROPERTY CONSISTS OF RESIDENTIAL
334 HOUSING BUILT PRIOR TO 1978, BUYER AND SELLER MUST COMPLETE THE LEAD-BASED PAINT
335 DISCLOSURE ADDENDUM ATTACHED HERETO AS EXHIBIT D.

336
337 23. Addenda; Exhibits. The following named addenda and exhibits are attached to this Agreement and
338 incorporated within this Agreement:

- 339 Exhibit A – Legal Description of Property **[REQUIRED]**
340 Exhibit B – Assignment of Lessor's Interest under Lease (if applicable)
341 Exhibit C – Bill of Sale (if applicable)
342 Exhibit D – Lead Paint Disclosure Addendum (if applicable)
343 Exhibit E – AS IS Exceptions (if applicable)
344 Addendum A

345
346 24. Time for Acceptance. If Seller does not return to Buyer a signed and dated version of this Agreement on
347 or before 5:00 PM Pacific Time on _____, then the Earnest Money shall be promptly refunded to Buyer and thereafter,
348 neither party shall have any further right or obligation hereunder.

349
350 25. OFAC Certification. The Federal Government, Executive Order 13224, requires that business persons
351 of the United States not do business with any individual or entity on a list of "Specially Designated nationals and Blocked
352 Persons" - that is, individuals and entities identified as terrorists or other types of criminals. Buyer hereinafter certifies
353 that:

354
355 25.1 It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation
356 named by any Executive Order or the United States Treasury Department as a terrorist, specially designated national
357 and/or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or
358 administered by the Office of Foreign Assets Control; and

359
360 25.2 It has not executed this Agreement, directly or indirectly on behalf of, or instigating or
361 facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.

362
363 Buyer hereby agrees to defend, indemnify, and hold harmless Seller from and against any and all claims, damages,
364 losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the
365 foregoing certification. This certification by Buyer and agreement to indemnify, hold harmless, and defend Seller shall
366 survive Closing or any termination of this Agreement.

367
368 **Buyer Signature:** _____ **Date:** _____

369
370 CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR
371 ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR
372 RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF REALTORS® OREGON/SW
373 WASHINGTON OR BY THE REAL ESTATE AGENTS INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL
374 SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.

375
376 THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING,
377 INSERTION MARKS, OR ADDENDA.

378
379 Buyer Lowell Investment Properties LLC

380
381 By _____

382
383 Title _____

384
385 Date _____

386
387 Seller Acceptance. By execution of this Agreement, Seller agrees to sell the Property on the terms and conditions in
388 this Agreement.

389
390 Seller City of Lowell

391
392 By _____

393
394 Title _____

395
396 Date _____

397
398

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 405

CRITICAL DATE LIST:

The last party to execute this Agreement shall complete the information below (the "Critical Date List"), initial where indicated, and return a copy of the same to the other party for such party's review. This Critical Date List is for reference purposes only and, in the event of a conflict between this Critical Date List and the Agreement, the terms of the Agreement shall prevail.

	DATE:
• Execution Date (Introductory paragraph):	_____
• Earnest Money due date (Section 1.2.1(a)):	_____
• Seller shall open Escrow with the Escrow Holder (Section 1.2.1(a)):	Before _____
• Seller shall deliver Seller's documents to Buyer (Section 4):	Within _____ days after the Execution Date
• Seller shall deliver Preliminary Report to Buyer (Section 5):	Within _____ days after the Execution Date
• Buyer's title objection notice due to Seller (Section 5):	Within _____ days after receipt of the Preliminary Report
• Seller's title response due to Buyer (Section 5):	Within _____ days after receipt of Buyer's title objection notice
• Title Contingency Date (Section 5):	Within _____ days after receipt of Seller's title response
• Expiration date for satisfaction of General Conditions (Section 2.1):	Within _____ days of the Execution Date
• Expiration date for satisfaction of Financing Condition (Section 2.1):	Within _____ days of the Execution Date
• By this date, Buyer must deliver the notice to proceed contemplated in Section 2.2.	Within _____ days of the Execution Date
• Closing Date (Section 7.1):	_____

406
 407

Initials of Buyer: _____
 Initials of Buyer: _____

Initials of Seller: _____
 Initials of Seller: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

[TO BE INSERTED BY TITLE COMPANY]

EXHIBIT B

1 RECORDING REQUESTED BY ____ AND ____
2 WHEN RECORDED MAIL TO:

3 Company: ____
4 Address: ____
5 City, State, Zip ____

7 ASSIGNMENT OF LEASES

8
9 THIS ASSIGNMENT OF LEASES (this "Assignment") is made and entered into as of this ____ day of
10 ____, ____, by and between ____, a ____ ("Assignor"), and ____, a ____ ("Assignee").

11
12 RECITALS

13
14 This Assignment is entered into on the basis of and with respect to the following facts, agreements and
15 understandings:

16
17 A. On ____, ____, Assignor, as "Lessor," and ____, ____ as "Lessee," entered into a certain Lease,
18 pursuant to which said Lessor leased to said Lessee certain real property in the City of ____, County of ____, State
19 of ____ (the "Premises"), which Premises are a portion of the property more particularly described on Exhibit A,
20 attached hereto and made part hereof by this reference (the "Property"). Said Lease is hereinafter referred to as the
21 "Lease."

22
23 B. By an instrument dated of even date herewith and recorded prior to this instrument, Assignor sold and
24 conveyed its fee interest in and to the Property to Assignee and, in conjunction therewith, Assignor agreed to assign
25 its interest as Lessor under the Lease to Assignee and Assignee agreed to assume the obligations of the Lessor under
26 the Lease, all as more particularly set forth in this Assignment.

27
28 NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and agreements
29 set forth herein, Assignor and Assignee agree as follows:

30
31 1. Assignment. Assignor hereby sells, assigns, grants, transfers and sets over to Assignee, its heirs,
32 personal representatives, successors and assigns, all of Assignor's right, title and interest as Lessor under the Lease.

33
34 2. Acceptance of Assignment and Assumption of Obligations. Assignee hereby accepts the
35 assignment of the Lessor's interest under the Lease and, for the benefit of Assignor, assumes and agrees faithfully to
36 perform all of the obligations which are required to be performed by the Lessor under the Lease on or after the Effective
37 Date (defined below).

38
39 3. Effective Date. The effective date of this Assignment and each and every provision hereof is and
40 shall be ____ (the "Effective Date"). **(If no dated is identified, the Effective Date shall be the date the deed from
41 Assignor to Assignee is recorded.)**

42
43 4. Assignor's Indemnity of Assignee. Assignor hereby agrees to defend (with counsel reasonably
44 satisfactory to Assignee) and indemnify Assignee, its heirs, personal representatives, successors and assigns, and
45 each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses,
46 damages, costs and expenses (including attorneys' fees) arising out of or resulting from any act or omission committed
47 or alleged to have been committed by Assignor as Lessor under the Lease, including without limitation any breach or
48 default committed or alleged to have been committed by the Lessor under the Lease, prior to the Effective Date.

50 5. Assignee's Indemnity of Assignor. Assignee, for itself and on behalf of its heirs, personal
51 representatives, successors and assigns, hereby agrees to defend (with counsel reasonably satisfactory to Assignor)
52 and indemnify Assignor, its partners, and their respective directors, officers, employees, agents, representatives,
53 successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action,
54 actions, liabilities, losses, damages, costs and expenses (including attorneys' fees) arising out of or resulting from any
55 act or omission committed or alleged to have been committed by Assignee, its heirs, personal representatives,
56 successors and assigns, as Lessor under the Lease, including without limitation any breach or default committed or
57 alleged to have been committed by the Lessor under the Lease, on or after the Effective Date.

58
59 6. Successors and Assigns. This Assignment, and each and every provision hereof, shall bind and
60 inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

61
62 7. Governing Law. This Assignment shall be construed and interpreted and the rights and obligations
63 of the parties hereto determined in accordance with the laws of the state where the Property is located.

64
65 8. Headings and Captions. The headings and captions of the paragraphs of this Assignment are for
66 convenience and reference only and in no way define, describe or limit the scope or intent of this Assignment or any
67 of the provisions hereof.

68
69 9. Gender and Number. As used in this Assignment, the neuter shall include the feminine and
70 masculine, the singular shall include the plural and the plural shall include the singular, as the context may require.

71
72 10. Multiple Counterparts. This Assignment may be executed in counterparts, each of which shall be
73 deemed an original, but all of which together shall constitute one and the same instrument.

74
75 11. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature
76 whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services
77 of an attorney are retained, to interpret or enforce any provision of this Assignment or with respect to any dispute
78 relating to this Assignment, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting
79 party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually
80 incurred in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount
81 of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or
82 review, and shall be in addition to all other amounts provided by law.

83
84 IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the respective dates set
85 opposite their signatures below, but this Assignment on behalf of such party shall be deemed to have been dated as
86 of the date first above written.

87
88 ASSIGNOR: _____

89
90 ASSIGNEE: _____

91
92 *[Acknowledgement page follows.]*
93

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Acknowledgment for Assignor

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 2_____, by
_____ as _____ of _____ a(n) _____, on behalf of
the _____.

Notary Public for Oregon
Printed Name: _____
My Commission Expires: _____

Acknowledgment for Assignee

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 2_____, by
_____ as _____ of _____ a(n) _____, on behalf of
the _____.

Notary Public for Oregon
Printed Name: _____
My Commission Expires: _____

EXHIBIT C
BILL OF SALE

1
2
3
4
5 _____ a _____ ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby
6 acknowledged, does hereby bargain, transfer, convey and deliver to _____, a _____ ("Buyer"), its successors and/or
7 assigns:

8
9 All of the personal property owned by Seller (collectively, "Personal Property") located in or on the real property
10 located at _____ in the City of _____, County of _____, State of _____, which Personal Property is more
11 particularly described on Schedule 1 attached hereto and incorporated herein by reference.
12

13 Seller hereby covenants with Buyer that said Personal Property is free and clear of and from all
14 encumbrances, security interests, liens, mortgages and claims whatsoever and that Seller is the owner of and has the
15 right to sell same. Seller, on behalf of itself and its successors, does hereby warrant and agree to defend the title in
16 and to said Personal Property unto Buyer, its successors or assigns against the lawful claims and demands of all
17 persons claiming by or through Seller.
18

19 IT IS UNDERSTOOD AND AGREED THAT BUYER HAS EXAMINED THE PERSONAL PROPERTY HEREIN
20 SOLD AND THAT THIS SALE IS MADE "AS IS, WHERE IS" AND SELLER DISCLAIMS ANY EXPRESS OR IMPLIED
21 WARRANTY OTHER THAN THE WARRANTY OF TITLE SET FORTH ABOVE, AS TO THE PERSONAL PROPERTY
22 INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A
23 PARTICULAR PURPOSE.
24

25 Buyer and Seller agree that this Bill of Sale shall be effective upon the delivery thereof by Seller to Buyer.
26

27 IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed this _____ day of
28 _____, _____.

29
30 SELLER:

31
32
33 _____
34
35 BUYER:
36
37
38
39 _____
40

EXHIBIT D
LEAD-BASED PAINT DISCLOSURE ADDENDUM
(TO BE COMPLETED IF THE PROPERTY CONSISTS OF RESIDENTIAL HOUSING BUILT PRIOR TO 1978)

Seller and Buyer are parties to that certain Commercial Association of Realtors® Oregon / SW Washington Purchase and Sale Agreement and Receipt for Earnest Money (Oregon Commercial Form) dated _____, 20____ (the "Purchase Agreement") for the sale of the Property described therein. Capitalized terms used in this addendum without definition shall have the meanings given them in the Purchase Agreement. Except as expressly modified by this addendum and any other addendum to the Purchase Agreement executed by Buyer and Seller, the Purchase Agreement is unmodified. This addendum and the Purchase Agreement may not be modified except in a writing signed by both Seller and Buyer.

LEAD WARNING STATEMENT

EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE BUYER OF ANY KNOWN LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

AGENT'S ACKNOWLEDGMENT

Seller Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and Agent is aware of his/her responsibility to ensure compliance.

SELLER'S DISCLOSURE

.1 Presence of lead-based paint and/or lead-based paint hazards (check one below):

Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing (explain).

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

.2 Records and reports available to Seller (check one below):

Seller has provided Buyer with all available records and reports relating to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Seller has no reports or records relating to lead-based paint and/or lead-based paint hazards in the housing.

48 The following parties have reviewed the information above and certify, to the best of their knowledge, that the
49 information they provided is true and accurate. A photocopy of this completed LEAD-BASED PAINT DISCLOSURE
50 ADDENDUM, together with a copy of any documents listed in Section 2 of Seller's Disclosure above, may be treated
51 as an original.

Seller Agent _____ Date _____ ← Seller _____ Date _____ ←
Selling Firm _____ Seller _____ Date _____ ←

52
53 BEFORE BUYER IS OBLIGATED TO PURCHASE THIS PROPERTY UNDER ANY PURCHASE AND SALE
54 AGREEMENT, BUYER'S AND SELLER'S SIGNATURES ARE REQUIRED ON THE FORM BELOW.

55
56 BUYER'S ACKNOWLEDGMENT

57 .1 **Buyer has received copies of all information listed above in Section 2 of Seller's Disclosure of**
58 **this form.**

59
60 .2 **Buyer has received the pamphlet "Protect Your Family from Lead in Your Home."**

61
62 .3 **Buyer has (check one below):**

63 Elected a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or
64 inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, providing Buyer the
65 right to rescind the Purchase Agreement by written notice to Seller no later than the end of such agreed upon 10 day
66 period if Buyer is not satisfied in Buyer's sole discretion with the results of such risk assessments or inspection, as
67 applicable. Buyer and Seller hereby agree the ten (10) day period described in the preceding sentence shall begin
68 _____ and end _____. Buyer's failure to provide written notice of Buyer's election to rescind the Purchase Agreement
69 to Seller on or before _____, 20____ shall be deemed a waiver of Buyer's right to rescind as provided in this
70 addendum. If Buyer timely elects to rescind the Purchase Agreement as provided herein, the Earnest Money shall be
71 returned to Buyer, together with any interest thereon.

72 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
73 lead-based paint hazards.

Buyer _____ Date _____ ←
Buyer _____ Date _____ ←

74
75 **CERTIFICATION OF ACCURACY**

76
77 This section must be signed by Buyer before Seller signs lines below. The following parties have reviewed
78 the information and certify, to the best of their knowledge, that the information they provided herein is true and accurate.

Buyer _____ Date _____ ← Seller _____ Date _____ ←
Buyer _____ Date _____ ← Seller _____ Date _____ ←
Buyer Agent _____ Date _____ ← Seller Agent _____ Date _____ ←
Buying Firm _____ Seller Firm _____

79 LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE

EXHIBIT E
AS IS EXCEPTIONS

1
2
3
4
5
6
7
8
9

<input type="checkbox"/>	None
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

Addendum A

AGREEMENT: Purchase and Sale Agreement and Receipt for Earnest Money and Addendum dated March 16, 2022 (the "Purchase Agreement").

PROPERTY: 205 E. Main Street, Lowell, OR

BUYER: Lowell Investment Properties, LLC a Oregon Limited Liability Company

SELLER: The City of Lowell, Lowell, Oregon

TODAY'S DATE: March 16, 2022

The parties agree to amend the original document as follows:

1. Seller agrees to waive all Systems Development Charges due to the City of Lowell for the project.
2. The parties shall execute the attached "Option Agreement" on closing.
3. Seller shall be responsible for a phase 1 environmental study to be performed after the residence has been removed from the property. In the event the phase 1 (or Level One) study indicates that the property has a significantly-elevated risk for underground tank-associated contamination, then Seller shall perform a Phase 2 environmental study and perform any mitigation necessary to remedy environmental contamination, all at its cost.
4. Buyer shall be responsible for any environment studies, engineering, or surveying associated with this project.

All other terms of the Purchase Agreement not herein modified are unchanged and acceptable to by the parties.

Seller: City of Lowell

Buyer: Lowell Investment Properties, LLC

Jeremy Caudle, City Administrator

Jimmy Martini, Managing Member

Date: _____

Date: _____

OPTION AGREEMENT

This Option Agreement is made on this the ___ day of _____, 2021, by and between the City of Lowell, a municipal corporation in the State of Oregon, hereinafter referred to as the PURCHASER, and Lowell Investment Properties, LLC, an Oregon Limited Liability Company, hereinafter referred to as the SELLER.

FOR AND IN CONSIDERATION of \$500.00 and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. GRANT OF OPTION: The Seller does hereby grant unto the Purchaser the exclusive and irrevocable option to purchase, upon the terms and conditions hereinafter set forth, including without limitation the three following described properties together with all improvements located thereon, to wit: 205 E. Main Street in the City of Lowell, Lane County, and known as tax map/lot 19-01-24-02100; tax map/lot 19-01-14-24-02201; and former Lane County right-of-way, all described in Attachment A.

2. EXERCISE OF OPTION: This option to purchase may be exercised by the Purchaser on or after midnight on _____, 2021 and at any time prior to midnight on _____, 2021 by notice in writing to the Seller addressed to the following address: _____. All notices will be deemed delivered to Seller upon deposit in the U.S. Mail Certified, Return Receipt Requested, addressed to the above address.

The Purchaser may exercise the option if, after 60 months, the Seller has not made substantial progress towards development of the property identified in Exhibit "A" to this Option Agreement. For purposes of this Agreement, "substantial progress" is defined by the approval of a site plan application by the City of Lowell and the expenditure of at least five (5) percent of the real market value of the completed development towards that development.

3. DEFAULT BY PURCHASER: In the event of the failure of the Purchaser to exercise this option, or in the event of any default by the Purchaser after the exercise of this option, all money paid by the Purchaser to the Seller upon the execution of this Agreement, or upon any extension, shall be retained by the Seller as liquidated damages and as consideration for the granting of this Option to the Purchaser, and all rights of the Purchaser under this Agreement shall terminate.

4. TITLE: Within fifteen (15) days after the Purchaser has exercised this Option as hereinabove provided, the Seller shall deliver to the Purchaser, or to Purchaser's attorney, a preliminary title report covering the property described in paragraph I above which shall reflect that marketable fee simple title to the subject property is vested in Seller and that same is insurable by a title company of Purchasers choice. Said report shall be subject only to taxes for the current year, easements, and rights of way of record, and prior mineral reservations. Should said report reflect any monetary exceptions to the title unacceptable to Purchaser and suffered by Seller, Purchaser shall notify the Seller in writing of any defects within fifteen (15) days (the title review period) and the Seller shall have a reasonable time (but not more than 25 days) in which to make the title good and marketable or insurable, and shall use due diligence in an effort to do so. If after using due diligence the Seller is unable to make the title acceptable to Purchaser within such reasonable time, it shall be the option of the Purchaser either to accept the title in its existing condition with no further obligation on the part of the Seller to correct any defect, or to cancel this Agreement. If this Agreement is thus canceled, all money paid by the Purchaser to the Seller upon the execution of this Agreement or upon any extension shall be returned to the Purchaser, and this Agreement shall terminate without further obligation of either party to the other. At closing Seller shall convey title to Purchaser by Warranty Deed subject only to exceptions acceptable to Purchaser.

5. PURCHASE PRICE: The purchase price for the property shall be \$375,000. The purchase price after the application of the option money shall be paid by purchaser to Seller in cash. Closing shall take place within thirty (30) days on or before the thirtieth day of Buyer's removal of title contingency.

6. OPTION MONEY: Upon execution of this Option, Purchaser has paid unto Seller the sum of \$500.00 as "Option Money". In the event that Purchaser exercises the option to purchase this property within the initial option period or any extension thereof and is not in default in any other terms of this Agreement, said Option Money shall apply toward the purchase price at closing.

7. STATUS REPORT: Annually, within two weeks of the anniversary of the execution of this Option Agreement, the Seller shall deliver to the Lowell City Administrator, a written report detailing the progress made towards development of the property subject to this Agreement.

8. EXPENSES OF SALE: In the event that Purchaser exercises his option to purchase the subject property, each party agrees to share equally in the costs and expenses of the sale including recording fees, and any and other costs attributable to the preparation of the

Warranty Deed, Title Certificate and any other closing documents. Each party shall be responsible for their own attorney fees.

9. POSSESSION: Purchaser shall be entitled to possession of the property at closing.

10. RIGHT OF ENTRY: During the term of this Option or any extension hereof, Purchaser shall be entitled to enter upon the property for the purpose of conducting soil tests, engineering studies, and surveys. Upon entering the property, the Purchaser shall not interfere with the Seller's activities. The Purchaser shall indemnify and hold harmless Seller from and against all claims, demands, and liabilities arising from Purchaser entering Seller's property pursuant to this section.

11. TAXES: Taxes shall be prorated as of the date of closing.

12. DEFAULT: This contract shall be binding upon and inure to the benefit of the heirs, administrators and assigns of the parties hereto and upon default in any of the terms of this Agreement the defaulting party agrees to pay all costs of Court and a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the ___ day of _____, 20 ____ .

Jeremy Caudle
City Administrator
PURCHASER

Jimmy Martini
Managing Member
SELLER

STATE OF OREGON }
COUNTY OF LANE }

PERSONALLY appeared before me, the above signed authority in and for the county and state aforesaid, the within named _____, who acknowledged that he signed and delivered the foregoing Purchase Option on the day and year therein stated.

GIVEN under my hand and official seal this the ____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

STATE OF OREGON }
COUNTY OF LANE }

PERSONALLY appeared before me, the above signed authority in and for the county and state aforesaid, the within named _____, who acknowledged that he signed and delivered the foregoing Purchase Option on the day and year therein stated.

GIVEN under my hand and official seal this the ____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

APPENDIX A: DESCRIPTION OF PROPERTIES

County Surplus Land (South Portion)
19-01-14

[LEGAL DESCRIPTION TO BE INSERTED BY TITLE COMPANY]

APPENDIX A: DESCRIPTION OF PROPERTIES

205 E Main St, Lowell, OR
19-01-24-02100

[LEGAL DESCRIPTION TO BE INSERTED BY TITLE COMPANY]

APPENDIX A: DESCRIPTION OF PROPERTIES

19-01-14-24-02201

[LEGAL DESCRIPTION TO BE INSERTED BY TITLE COMPANY]

Agenda Item Sheet

City of Lowell City Council

Type of item:

Resolution

Item title/recommended action:

Motion to approve Resolution #778, "A resolution authorizing the City Administrator to apply for funding through the Local Government Grant Program for the Rolling Rock Park Phase 1 project." – Discussion/Possible action

Justification or background:

Staff intend to apply for funding through the Local Government Grant Program for the Rolling Rock Park Phase 1 project. This is to secure the 50% match for the other grant that we have received from the Land and Water Conservation Fund. The grant application requires a resolution approved by City Council indicating support and authorization to apply for the grant.

Budget impact:

Estimated \$240,000 in grant revenues; matching requirement will be met by city's current award of \$240,000 from LWCF program.

Department or Council sponsor:

Parks and Recreation

Attachments:

Resolution 778

Meeting date:

03/15/2022

CITY OF LOWELL, OREGON

RESOLUTION 778

A RESOLUTION TO APPLY FOR A GRANT THROUGH THE LOCAL GOVERNMENT GRANT PROGRAM FROM THE OREGON PARKS AND RECREATION DEPARTMENT FOR ROLLING ROCK PARK IMPROVEMENTS.

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for the Local Government Grant Program; and

WHEREAS, the City of Lowell desires to participate in this grant program to the greatest extent possible as a means of providing needed park improvements to meet the City's goal of providing optimal park and recreation opportunities for the community; and

WHEREAS, the City Council and Parks and Recreation Committee have identified the Rolling Rock Park Improvements listed in the "2019 Park and Recreation Master Plan" as a high priority for the City of Lowell; and

WHEREAS, the City of Lowell has available local matching funds through the Land and Water Conservation Fund grant program to fulfill its share of obligation related to this grant application should the grant funds be awarded.

NOW, THEREFORE, BE IT RESOVLED by the City Council of the City of Lowell as follows:

Section 1. The City Council supports submitting a grant application to the Oregon Parks and Recreation Department for Rolling Rock Park Improvements, and the City Administrator is authorized to apply for grant funding through the Local Government Grant Program.

Section 2. This Resolution is effective following its adoption by the City Council.

[This section left intentionally blank.]

Adopted by the City Council of the City of Lowell this 15TH day of March 2022.

AYES: ____

NOES: ____

APPROVED:

Don Bennett, Mayor

ATTEST:

Jeremy Caudle, City Recorder

Agenda Item Sheet

City of Lowell City Council

Type of item:

Appointments

Item title/recommended action:

Review Blackberry Jam Festival Committee application from Marisa (Meesa) Anders – Discussion/ Possible action

Justification or background:

A vacancy exists on the Blackberry Jam Festival Committee. Applicant and Lowell resident Meesa Anders has indicated an interest in serving on the committee. Meesa has been to several meetings, the the Blackberry Jam Festival Committee voted to let her, along with two other volunteers, organize an event to be held in July. Staff are recommending that City Council appoint Meesa so she can become an official member of the committee.

Budget impact:

N/A

Department or Council sponsor:

Blackberry Jam Festival Committee

Attachments:

Volunteer application

Meeting date:

03/15/2022



VOLUNTEER APPLICATION

BOARDS, COMMISSIONS, AND COMMITTEES

Contact Information	
Name:	Marisa Anders (Meesa)
Street Address:	[REDACTED]
Mailing Address:	[REDACTED]
City/State/Zip Code:	[REDACTED]
Home Phone:	[REDACTED]
Work Phone:	[REDACTED]
E-Mail Address:	[REDACTED]

Background	
Years of Residence in Lowell:	3.5
Place of Employment:	Peterson Cat
Occupation:	Fluid Analysis manager
Educational Background:	High School / Some College @ Jane GED
Prior Civic Activities:	Volunteer 20+ years ago @ Sacred heart + Catholic Community food bank, - more recent fund raising for Relay for life

Boards, Commissions, or Committees of Interest

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

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

Special Skills or Qualifications

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

I'm very interested in helping with the parks + library. I have excellent project leadership skills + love to plan + organize. For many years I planned all functions for my company. All functions are now planned by corporate + I miss having projects.

Motivation

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

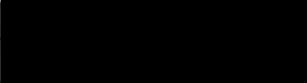
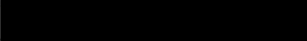
I'm a very Goal Oriented person. Love to plan, Organize + follow through projects that serve a greater purpose. I have always thought about doing something like this but never had the courage to go out and apply.

Special Notice

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

Agreement and Signature

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

Name (printed)	Marisa, m Anders
Signature	
Date	

Our Policy

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

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

City of Lowell
P.O. Box 490
107 East Third Street
Lowell, OR 97452
volunteer@ci.lowell.or.us

City Council Recommendation Sheet

City of Lowell Parks and Recreation Committee

Type of item:	Recommendation
---------------	----------------

Item title/recommended action:

That the City Council should prioritize the following items, in order from highest to lowest priority, in planning and budgeting for parks improvements over the next year.

1. Replace or repair park benches and picnic tables.
2. Clean and apply a fresh coat of paint to caboose at Rolling Rock Park.
3. Restencil the tree rings for the log in Rolling Rock Park.
4. Remove the fire pits in the gazebo.
5. Paint bathroom facilities at both parks.
6. Repair and secure the doors on on the restrooms at both parks.
7. Install new, vandalism-resistant toilets at Paul Fisher Park.
8. Repair cracking in walkways at Rolling Rock Park.
9. Place new garbage cans near the stage at Rolling Rock Park.
10. Place the well heads at Paul Fisher Park below ground.
11. Hold an annual "Park Beautification Day" to remove weeds, other unsightly vegetation, and refuse from the parks.
12. Repair curbing adjacent to playground area at Paul Fisher Park.
13. Remove moss on Wetleau sign at Rolling Rock Park.
14. Improve the lawn at Paul Fisher Park, including aeration, fertilizing, and so on.

Signed: William P. O'Regan
Parks and Recreation Committee

Attest: JEREMY CAUDLE
City Recorder

Meeting date: 03/03/2022

Approved:	5	0
	Yes	No