

Lowell City Council
Regular Meeting
Tuesday, April 19, 2022 at 7 P.M.

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

Members of the public are able to provide comment or testimony in person at the meeting location above or through the following:

- Joining remotely 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 ___ Murray ___

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 March 2022
2. Financial report for February 2022
3. Approval of the minutes for the March 1, 2022 regular meeting
4. Approval of the minutes for the March 15, 2022 regular meeting

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.

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

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

New Business

1. Motion to approve Resolution #779, "A resolution of the Lowell City Council authorizing a loan from the Special Public Works Fund by entering into a financing contract with the Oregon Infrastructure Finance Authority." – Discussion/Possible action
2. Motion to approve an "Agreement" with Bridgeway Contracting in the amount of \$450,653 for the "Maggie Osgood Library and City Hall renovation" project, and to authorize the City Administrator to sign. – Discussion/ Possible action
3. Motion to approve Resolution #780, "A resolution making appointments to the Code Committee." – Discussion/ Possible action
4. Motion to approve an "Additional professional surveying services" proposal with S&F Land Services in the amount of \$4,902 and to authorize the City Administrator to sign. – Discussion/ Possible action
5. Review "Renewal notification process" letter from the Oregon Liquor and Cannabis Commission for liquor license renewals. – Discussion/ Possible action

Other Business

Mayor Comments

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

Adjourn the Regular Meeting.

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Other Business

Mayor Comments

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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
16883								
16883	Banner Bank	JEREMY 2-2	1	Microsoft - Subscription	110-410-6220	.00	17.96	17.96
16883	Banner Bank	JEREMY 2-2	2	PayPal - Oregon Econ Developm	110-410-6220	.00	250.00	250.00
16883	Banner Bank	JEREMY 2-2	3	Office Depot	110-410-6234	.00	5.60	5.60
16883	Banner Bank	JEREMY 2-2	4	Adobe Acrobat Pro- Subscription	110-410-6220	.00	179.88	179.88
16883	Banner Bank	JEREMY 2-2	5	USPS - Certified Letter - Valencia	110-410-6226	.00	4.33	4.33
16883	Banner Bank	JEREMY 2-2	1	Generator for Tower -	230-490-6712	.00	1,249.00	1,249.00
16883	Banner Bank	MAX 2-2022	2	Battery for Dump Trainler, Bolt for	240-490-6324	.00	78.33	78.33
16883	Banner Bank	MAX 2-2022	3	Parts to Fix Leak on Backwash Li	230-490-6320	.00	273.44	273.44
16883	Banner Bank	MAX 2-2022	4	Sink Repair Kit for RR Park	110-420-6320	.00	6.99	6.99
16883	Banner Bank	SAM 2-2022	1	Staples - Battery Backup	230-490-6712	.00	109.49	109.49
16883	Banner Bank	SAM 2-2022	2	Staples - Battery Backup	240-490-6712	.00	109.50	109.50
16883	Banner Bank	SAM 2-2022	3	Staples	110-410-6234	.00	55.53	55.53
16883	Banner Bank	SAM 2-2022	4	Staples	110-410-6234	.00	14.48	14.48
16883	Banner Bank	SAM 2-2022	5	Staples	110-410-6234	.00	31.49	31.49
16883	Banner Bank	SAM 2-2022	6	Zoom	110-410-6122	.00	14.99	14.99
16883	Banner Bank	SAM 2-2022	7	Allianz Global Assistance - Travel	110-410-6240	.00	43.07	43.07
16883	Banner Bank	SAM 2-2022	8	Allianz Global Assistance- Travel I	110-410-6240	.00	23.76	23.76
16883	Banner Bank	SAM 2-2022	9	Alaska Airlines - Utah Caselle Trai	110-410-6240	.00	383.29	383.29
16883	Banner Bank	SAM 2-2022	10	One box	314-490-6122	.00	17.65	17.65
16883	Banner Bank	SAM 2-2022	11	Travel Insurance	110-410-6240	.00	66.00	66.00
16883	Banner Bank	SAM 2-2022	12	Alaska Car Rental	110-410-6240	.00	343.81	343.81
Total 16883:						.00		3,278.59
16884								
16884	CenturyLink Business Serv	280755181	1	Telephone Service	110-410-6440	.00	2.21	2.21
Total 16884:						.00		2.21
16885								
16885	Charter Communications	0017273020	1	Internet	240-490-6435	.00	127.98	127.98
16885	Charter Communications	0017828021	1	Internet	110-410-6122	.00	99.99	99.99
Total 16885:						.00		227.97
16886								
16886	City of Lowell	FEB 2022 W	1	Water Service	110-410-6420	.00	100.15	100.15
16886	City of Lowell	FEB 2022 W	2	Water Service	110-420-6420	.00	273.09	273.09
16886	City of Lowell	FEB 2022 W	3	Water Service	110-450-6420	.00	7.49	7.49
16886	City of Lowell	FEB 2022 W	4	Water Service	220-490-6420	.00	3.00	3.00
16886	City of Lowell	FEB 2022 W	5	Water Service	230-490-6420	.00	35.93	35.93
16886	City of Lowell	FEB 2022 W	6	Water Service	240-490-6420	.00	608.36	608.36
16886	City of Lowell	FEB 2022 W	7	Sewer Service	110-410-6425	.00	233.38	233.38
16886	City of Lowell	FEB 2022 W	8	Sewer Service	110-420-6425	.00	127.88	127.88
16886	City of Lowell	FEB 2022 W	9	Sewer Service	110-450-6425	.00	15.99	15.99
16886	City of Lowell	FEB 2022 W	10	Sewer Service	220-490-6425	.00	6.39	6.39
16886	City of Lowell	FEB 2022 W	11	Sewer Service	230-490-6425	.00	63.94	63.94
16886	City of Lowell	FEB 2022 W	12	Sewer Service	240-490-6425	.00	575.46	575.46

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
Total 16886:						.00		2,051.06
16887								
16887	Evergreen Land Title Comp	DEED	1	Bargain and Sale Deed	110-440-8225	.00	332.00	332.00
Total 16887:						.00		332.00
16888								
16888	Grainger	9220151709	1	Timing Belt for Wasting Pump	240-490-6324	.00	190.32	190.32
Total 16888:						.00		190.32
16889								
16889	Lane Electric Cooperative	FEB 2022 LE	1	Electricity	110-410-6430	.00	346.43	346.43
16889	Lane Electric Cooperative	FEB 2022 LE	2	Electricity	110-420-6430	.00	163.33	163.33
16889	Lane Electric Cooperative	FEB 2022 LE	3	Electricity	110-450-6430	.00	47.20	47.20
16889	Lane Electric Cooperative	FEB 2022 LE	4	Electricity	110-470-6326	.00	73.42	73.42
16889	Lane Electric Cooperative	FEB 2022 LE	5	Electricity	220-490-6430	.00	18.88	18.88
16889	Lane Electric Cooperative	FEB 2022 LE	6	Electricity	230-490-6430	.00	1,493.87	1,493.87
16889	Lane Electric Cooperative	FEB 2022 LE	7	Electricity	240-490-6430	.00	2,091.79	2,091.79
16889	Lane Electric Cooperative	FEB 2022 LE	8	Electricity	312-490-6430	.00	965.98	965.98
Total 16889:						.00		5,200.90
16890								
16890	Penny Hummel Consulting	1216	1	Operational Support/Consulting M	110-450-6128	.00	1,914.94	1,914.94
Total 16890:						.00		1,914.94
16891								
16891	Renewable Resource Grou	145848,1459	1	Invoice 145848 BOB, TSS	240-490-6755	.00	196.20	196.20
16891	Renewable Resource Grou	145848,1459	2	Invoice 145919 E-Coli	240-490-6755	.00	62.10	62.10
16891	Renewable Resource Grou	145848,1459	3	Invoice 145918 Bac-T	230-490-6755	.00	45.90	45.90
Total 16891:						.00		304.20
16892								
16892	Sanders, Tim	90	1	Monthly DRC fee for Collections	240-490-6128	.00	300.00	300.00
Total 16892:						.00		300.00
16893								
16893	City of Lowell	1/2022 FRAN	1	Water Franchise fees	230-490-6760	.00	1,183.21	1,183.21
16893	City of Lowell	1/2022 FRAN	2	Sewer Franchise Fees	240-490-6760	.00	1,644.83	1,644.83
Total 16893:						.00		2,828.04
16894								
16894	City of Lowell	2/2022 FRAN	1	Water Franchise fees	230-490-6760	.00	1,273.69	1,273.69
16894	City of Lowell	2/2022 FRAN	2	Sewer Franchise Fees	240-490-6760	.00	1,593.41	1,593.41
Total 16894:						.00		2,867.10
16895								
16895	City of Oakridge	COURT 10/2	1	Court Service	110-480-6128	.00	471.54	471.54

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
16895	City of Oakridge	COURT 10/2	2	Bailiff	110-480-6121	.00	63.34	63.34
Total 16895:						.00		534.88
16896								
16896	Oregon Dept.of Revenue	DEC 2021 C	1	Criminal Fine Account - 928	110-480-6560	.00	450.00	450.00
Total 16896:						.00		450.00
16897								
16897	BB&A Enviornmental	M-23771	1	Phase 2 Enviornmental assment f	110-440-8225	.00	8,592.00	8,592.00
Total 16897:						.00		8,592.00
16898								
16898	Bridge Tower OPCo, LLC	745330542	1	Public Notice of Bid Advertistment	110-440-6220	.00	370.26	370.26
Total 16898:						.00		370.26
16899								
16899	Caselle	115915	1	Utah Training for Sam	110-410-6240	.00	1,025.26	1,025.26
16899	Caselle	115915	2	Utah Training for Sam	110-420-6240	.00	255.91	255.91
16899	Caselle	115915	3	Utah Training for Sam	220-490-6240	.00	77.16	77.16
16899	Caselle	115915	4	Utah Training for Sam	230-490-6240	.00	1,218.08	1,218.08
16899	Caselle	115915	5	Utah Training for Sam	240-490-6240	.00	1,218.08	1,218.08
16899	Caselle	115915	6	Utah Training for Sam	312-490-6240	.00	265.51	265.51
Total 16899:						.00		4,060.00
16900								
16900	Century Link	MAR 2022	1	Telephone Service	110-410-6440	.00	123.03	123.03
16900	Century Link	MAR 2022	2	Telephone Service	110-450-6440	.00	32.09	32.09
16900	Century Link	MAR 2022	3	Telephone Service	220-490-6440	.00	17.24	17.24
16900	Century Link	MAR 2022	4	Internet Service	230-490-6435	.00	75.00	75.00
16900	Century Link	MAR 2022	5	Telephone Service	230-490-6440	.00	139.04	139.04
16900	Century Link	MAR 2022	6	Telephone Service	240-490-6440	.00	160.13	160.13
Total 16900:						.00		546.53
16901								
16901	Charter Communications	0017273030	1	Internet	110-440-6122	.00	127.98	127.98
Total 16901:						.00		127.98
16902								
16902	City of Oakridge	0056-03-202	1	Police Service	110-430-6118	.00	2,534.60	2,534.60
Total 16902:						.00		2,534.60
16903								
16903	Holiday Outdoor Decor/Te	INV1710 TDL	1	Christmas Banner Attachment Bra	110-420-6334	.00	946.94	946.94
Total 16903:						.00		946.94
16904								
16904	Hunter Communications	187094	1	Internet Service	110-410-6435	.00	120.21	120.21

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
16904	Hunter Communications	187094	2	Internet Service	110-450-6435	.00	46.24	46.24
16904	Hunter Communications	187094	3	Internet Service	220-490-6435	.00	18.49	18.49
Total 16904:						.00		184.94
16905								
16905	Lowell Mini Storage	MARCH 202	1	Storage Rental Unit #L029	314-490-6705	.00	80.00	80.00
Total 16905:						.00		80.00
16906								
16906	Municode	00371094	1	Website Hosting Maintenance Ser	110-410-6122	.00	2,700.00	2,700.00
Total 16906:						.00		2,700.00
16907								
16907	Nichols, Layli	MARCH 202	1	Consulting Services	110-410-6114	.00	351.75	351.75
16907	Nichols, Layli	MARCH 202	2	Consulting Services	312-490-6114	.00	117.25	117.25
16907	Nichols, Layli	MARCH 202	3	Consulting Services	230-490-6114	.00	351.75	351.75
16907	Nichols, Layli	MARCH 202	4	Consulting Services	240-490-6114	.00	351.75	351.75
Total 16907:						.00		1,172.50
16908								
16908	Northwest Code Profession	3893	1	Building Permit Cost	220-490-6150	.00	10,615.09	10,615.09
16908	Northwest Code Profession	3893	2	Electrical Permit Cost	220-490-6152	.00	1,200.00	1,200.00
Total 16908:						.00		11,815.09
16909								
16909	Pacific Office Automation In	5019158714	1	Postage Machine	110-410-6128	.00	39.33	39.33
16909	Pacific Office Automation In	5019158714	2	Postage Machine	230-490-6128	.00	78.65	78.65
16909	Pacific Office Automation In	5019158714	3	Postage Machine	240-490-6128	.00	78.65	78.65
Total 16909:						.00		196.63
16910								
16910	SAIF Corporation	1000595298	1	Worker's Comp Allocation	110-410-5320	.00	10.03	10.03
16910	SAIF Corporation	1000595298	2	Worker's Comp Allocation	110-420-5320	.00	130.49	130.49
16910	SAIF Corporation	1000595298	3	Worker's Comp Allocation	110-440-5320	.00	.59	.59
16910	SAIF Corporation	1000595298	4	Worker's Comp Allocation	110-420-5320	.00	6.37	6.37
16910	SAIF Corporation	1000595298	5	Worker's Comp Allocation	110-460-5320	.00	3.78	3.78
16910	SAIF Corporation	1000595298	6	Worker's Comp Allocation	110-480-5320	.00	3.30	3.30
16910	SAIF Corporation	1000595298	7	Worker's Comp Allocation	312-490-5320	.00	1.30	1.30
16910	SAIF Corporation	1000595298	8	Worker's Comp Allocation	230-490-5320	.00	482.78	482.78
16910	SAIF Corporation	1000595298	9	Worker's Comp Allocation	240-490-5320	.00	418.11	418.11
16910	SAIF Corporation	1000595298	10	Worker's Comp Allocation	220-490-5320	.00	123.05	123.05
Total 16910:						.00		1,179.80
16911								
16911	Sara A Fraser Real Estate	LO030922	1	Appraisal of 8 N Hyland Lane	110-440-8225	.00	900.00	900.00
Total 16911:						.00		900.00

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16912								
16912	Southside Bank	MARCH 202	1	Main Street Property - Interest	110-800-7510	.00	667.28	667.28
Total 16912:						.00		667.28
16913								
16913	U.S. Equipment Finance	466770245	1	Copier Contract	110-410-6124	.00	147.98	147.98
Total 16913:						.00		147.98
16914								
16914	Verizon Wireless	9900169718	1	Cell Phone, tablet	110-410-6440	.00	76.61	76.61
16914	Verizon Wireless	9900169718	2	Cell Phone, tablet	230-490-6440	.00	94.63	94.63
16914	Verizon Wireless	9900169718	3	Cell Phone	240-490-6440	.00	54.71	54.71
Total 16914:						.00		225.95
16915								
16915	Wilson Architecture	21031-08	1	Library Renovation Project	110-450-8225	.00	7,147.87	7,147.87
Total 16915:						.00		7,147.87
Grand Totals:						.00		64,078.56

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
110-2125	.00	32,523.46-	32,523.46-
110-410-5320	10.03	.00	10.03
110-410-6114	351.75	.00	351.75
110-410-6122	2,814.98	.00	2,814.98
110-410-6124	147.98	.00	147.98
110-410-6128	39.33	.00	39.33
110-410-6220	447.84	.00	447.84
110-410-6226	4.33	.00	4.33
110-410-6234	107.10	.00	107.10
110-410-6240	1,885.19	.00	1,885.19
110-410-6420	100.15	.00	100.15
110-410-6425	233.38	.00	233.38
110-410-6430	346.43	.00	346.43
110-410-6435	120.21	.00	120.21
110-410-6440	201.85	.00	201.85
110-420-5320	136.86	.00	136.86
110-420-6240	255.91	.00	255.91
110-420-6320	6.99	.00	6.99
110-420-6334	946.94	.00	946.94
110-420-6420	273.09	.00	273.09
110-420-6425	127.88	.00	127.88
110-420-6430	163.33	.00	163.33
110-430-6118	2,534.60	.00	2,534.60
110-440-5320	.59	.00	.59
110-440-6122	127.98	.00	127.98
110-440-6220	370.26	.00	370.26

GL Account	Debit	Credit	Proof
110-440-8225	9,824.00	.00	9,824.00
110-450-6128	1,914.94	.00	1,914.94
110-450-6420	7.49	.00	7.49
110-450-6425	15.99	.00	15.99
110-450-6430	47.20	.00	47.20
110-450-6435	46.24	.00	46.24
110-450-6440	32.09	.00	32.09
110-450-8225	7,147.87	.00	7,147.87
110-460-5320	3.78	.00	3.78
110-470-6326	73.42	.00	73.42
110-480-5320	3.30	.00	3.30
110-480-6121	63.34	.00	63.34
110-480-6128	471.54	.00	471.54
110-480-6560	450.00	.00	450.00
110-800-7510	667.28	.00	667.28
220-2125	.00	12,079.30-	12,079.30-
220-490-5320	123.05	.00	123.05
220-490-6150	10,615.09	.00	10,615.09
220-490-6152	1,200.00	.00	1,200.00
220-490-6240	77.16	.00	77.16
220-490-6420	3.00	.00	3.00
220-490-6425	6.39	.00	6.39
220-490-6430	18.88	.00	18.88
220-490-6435	18.49	.00	18.49
220-490-6440	17.24	.00	17.24
230-2125	.00	8,168.40-	8,168.40-
230-490-5320	482.78	.00	482.78
230-490-6114	351.75	.00	351.75
230-490-6128	78.65	.00	78.65
230-490-6240	1,218.08	.00	1,218.08
230-490-6320	273.44	.00	273.44
230-490-6420	35.93	.00	35.93
230-490-6425	63.94	.00	63.94
230-490-6430	1,493.87	.00	1,493.87
230-490-6435	75.00	.00	75.00
230-490-6440	233.67	.00	233.67
230-490-6712	1,358.49	.00	1,358.49
230-490-6755	45.90	.00	45.90
230-490-6760	2,456.90	.00	2,456.90
240-2125	.00	9,859.71-	9,859.71-
240-490-5320	418.11	.00	418.11
240-490-6114	351.75	.00	351.75
240-490-6128	378.65	.00	378.65
240-490-6240	1,218.08	.00	1,218.08
240-490-6324	268.65	.00	268.65
240-490-6420	608.36	.00	608.36
240-490-6425	575.46	.00	575.46
240-490-6430	2,091.79	.00	2,091.79
240-490-6435	127.98	.00	127.98
240-490-6440	214.84	.00	214.84
240-490-6712	109.50	.00	109.50
240-490-6755	258.30	.00	258.30
240-490-6760	3,238.24	.00	3,238.24
312-2125	.00	1,350.04-	1,350.04-
312-490-5320	1.30	.00	1.30
312-490-6114	117.25	.00	117.25
312-490-6240	265.51	.00	265.51

GL Account	Debit	Credit	Proof
312-490-6430	965.98	.00	965.98
314-2125	.00	97.65-	97.65-
314-490-6122	17.65	.00	17.65
314-490-6705	80.00	.00	80.00
Grand Totals:	<u>64,078.56</u>	<u>64,078.56-</u>	<u>.00</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: GL detail

Check.Type = {<->} "Adjustment"

Bank.Name = "General"

CITY OF LOWELL
 COMBINED CASH INVESTMENT
 FEBRUARY 28, 2022

COMBINED CASH ACCOUNTS

999-1111	CASH IN BANK - CHECKING	507,830.53
999-1115	CASH IN BANK - LGIP	1,016,714.47
		1,524,545.00
	TOTAL COMBINED CASH	1,524,545.00
999-1110	CASH ALLOCATED TO FUNDS	(1,524,545.00)
		.00
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

110	ALLOCATION TO GENERAL FUND	330,106.27
220	ALLOCATION TO BUILDING FUND	57,942.60
230	ALLOCATION TO WATER FUND	138,264.37
240	ALLOCATION TO SEWER FUND	169,774.07
312	ALLOCATION TO STREET FUND	93,215.59
314	ALLOCATION TO BLACKBERRY JAM FUND	11,425.10
410	ALLOCATION TO PARKS SDC FUND	77,570.65
412	ALLOCATION TO STREETS SDC FUND	61,421.01
430	ALLOCATION TO WATER SDC FUND	341,043.47
440	ALLOCATION TO SEWER SDC FUND	127,467.03
445	ALLOCATION TO STORMWATER SDC FUND	61,162.45
520	ALLOCATION TO WATER RESERVE FUND	39,399.64
521	ALLOCATION TO SEWER RESERVE FUND	15,752.75
		1,524,545.00
	TOTAL ALLOCATIONS TO OTHER FUNDS	1,524,545.00
	ALLOCATION FROM COMBINED CASH FUND - 999-1110	(1,524,545.00)
		.00
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

CITY OF LOWELL
BALANCE SHEET
FEBRUARY 28, 2022

GENERAL FUND

ASSETS

110-1110	ALLOCATED CASH	112,151.34	
110-1115	CASH IN BANK - LGIP	217,954.93	
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		3,557,933.96

LIABILITIES AND EQUITY

LIABILITIES

110-2205	WAGES PAYABLE	1,984.88	
110-2210	PAYROLL TAXES PAYABLE	904.93	
110-2245	HEALTH INSURANCE PAYABLE	795.74	
110-2250	RETIREMENT PAYABLE	990.88	
110-2255	DEFERRED COMP PAYABLE	30.00	
110-2510	BAIL HELD	595.00	
110-2515	CET TAX COLLECTED	13,736.69	
110-2525	OTHER DEPOSITS	103.00	
110-2750	LONG TERM DEBT	803,036.97	
	TOTAL LIABILITIES		822,178.09

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	105,411.68	
	BALANCE - CURRENT DATE	105,411.68	
	TOTAL FUND EQUITY		2,735,755.87
	TOTAL LIABILITIES AND EQUITY		3,557,933.96

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
110-310-4112	PROPERTY TAXES - CURRENT	932.93	173,176.12	153,139.00 (20,037.12) 113.1
110-310-4114	PROPERTY TAXES - PRIOR	32.39	1,895.67	2,600.00	704.33 72.9
	TOTAL TAXES	965.32	175,071.79	155,739.00 (19,332.79) 112.4
<u>INVESTMENT EARNINGS</u>					
110-315-4125	INTEREST EARNED	88.07	821.82	2,500.00	1,678.18 32.9
	TOTAL INVESTMENT EARNINGS	88.07	821.82	2,500.00	1,678.18 32.9
<u>INTERGOVERNMENTAL</u>					
110-320-4132	STATE REVENUE SHARING	3,612.68	9,422.96	11,000.00	1,577.04 85.7
110-320-4134	CIGARETTE TAX	77.41	664.95	3,407.00	2,742.05 19.5
110-320-4136	LIQUOR TAX	3,288.00	15,581.68	22,000.00	6,418.32 70.8
110-320-4148	MARIJUANA TAX DISTRIBUTION	.00	1,178.66	6,000.00	4,821.34 19.6
	TOTAL INTERGOVERNMENTAL	6,978.09	26,848.25	42,407.00	15,558.75 63.3
<u>GRANT REVENUES</u>					
110-325-4151	GENERAL GOVT - OPERATING GRANT	.00	78,436.55	140,000.00	61,563.45 56.0
110-325-4152	TOURISM - OPERATING GRANT	.00	10,586.00	10,200.00 (386.00) 103.8
110-325-4154	SUMMER READING - OPER GRANT	.00	1,000.00	.00 (1,000.00) .0
110-325-4155	LIBRARY - CAPITAL GRANT	.00	.00	225,500.00	225,500.00 .0
110-325-4158	COMM DEV - OPERATING GRANT	.00	999.55	.00 (999.55) .0
110-325-4160	PARKS - OPERATING GRANT	.00	.00	240,000.00	240,000.00 .0
	TOTAL GRANT REVENUES	.00	91,022.10	615,700.00	524,677.90 14.8
<u>FRANCHISE FEES</u>					
110-330-4310	CABLE FRANCHISE FEES	1,809.79	5,243.60	5,900.00	656.40 88.9
110-330-4312	ELECTRIC FRANCHISE FEES	25,548.48	53,452.44	53,000.00 (452.44) 100.9
110-330-4316	TELECOM FRANCHISE FEES	1,338.54	1,338.54	3,000.00	1,661.46 44.6
110-330-4318	WATER FRANCHISE FEES	.00	10,095.58	18,500.00	8,404.42 54.6
110-330-4320	SEWER FRANCHISE FEES	.00	9,748.10	20,335.00	10,586.90 47.9
	TOTAL FRANCHISE FEES	28,696.81	79,878.26	100,735.00	20,856.74 79.3

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LICENSES & PERMITS</u>					
110-335-4352	.00	4,415.00	15,000.00	10,585.00	29.4
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	4,714.00	16,075.00	11,361.00	29.3
<u>CHARGES FOR SERVICE</u>					
110-340-4410	42.10	269.75	1,030.00	760.25	26.2
110-340-4415	.00	.00	250.00	250.00	.0
110-340-4417	35.00	680.00	515.00	(165.00)	132.0
110-340-4419	.00	.00	100.00	100.00	.0
110-340-4421	1,299.75	5,679.25	4,005.00	(1,674.25)	141.8
110-340-4423	.00	45.75	125.00	79.25	36.6
	1,376.85	6,674.75	6,025.00	(649.75)	110.8
<u>SDC REVENUE</u>					
110-345-4511	235.00	893.00	735.00	(158.00)	121.5
	235.00	893.00	735.00	(158.00)	121.5
<u>FINES & FORFEITURES</u>					
110-350-4625	3,025.00	7,313.19	3,146.00	(4,167.19)	232.5
	3,025.00	7,313.19	3,146.00	(4,167.19)	232.5
<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	.00	301.85	.00	(301.85)	.0
110-370-4826	1,000.00	945.00	.00	(945.00)	.0
110-370-4849	.00	.00	418,700.00	418,700.00	.0
	1,000.00	1,246.85	418,700.00	417,453.15	.3

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FUNDRAISING & EVENT REVENUE</u>					
110-380-4865 LIBRARY CAPITAL CAMPAIGN	2,150.00	11,270.00	.00	(11,270.00)	.0
TOTAL FUNDRAISING & EVENT REVENUE	2,150.00	11,270.00	.00	(11,270.00)	.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	44,515.14	406,222.85	1,864,012.00	1,457,789.15	21.8

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
<u>PERSONAL SERVICES</u>					
110-410-5110	1,487.50	12,925.01	17,850.00	4,924.99	72.4
110-410-5114	380.50	3,950.96	5,828.00	1,877.04	67.8
110-410-5158	137.08	1,280.27	2,195.00	914.73	58.3
110-410-5220	.00	30.07	84.00	53.93	35.8
110-410-5315	153.39	1,391.17	1,978.00	586.83	70.3
110-410-5320	.58	37.66	457.00	419.34	8.2
110-410-5350	.00	.00	1,728.00	1,728.00	.0
110-410-5410	260.72	2,971.23	3,901.00	929.77	76.2
110-410-5450	393.61	3,071.57	5,095.00	2,023.43	60.3
	<u>2,813.38</u>	<u>25,657.94</u>	<u>39,116.00</u>	<u>13,458.06</u>	<u>65.6</u>
<u>TOTAL PERSONAL SERVICES</u>					
 <u>MATERIALS & SERVICES</u>					
110-410-6110	.00	5,775.00	5,500.00	(275.00)	105.0
110-410-6112	(896.25)	1,049.14	2,500.00	1,450.86	42.0
110-410-6114	351.75	3,074.75	6,215.00	3,140.25	49.5
110-410-6122	(1,771.64)	4,629.00	12,000.00	7,371.00	38.6
110-410-6124	147.98	1,183.84	2,250.00	1,066.16	52.6
110-410-6128	97.22	1,310.91	12,500.00	11,189.09	10.5
110-410-6210	.00	1,033.45	6,426.00	5,392.55	16.1
110-410-6220	204.52	2,357.88	1,400.00	(957.88)	168.4
110-410-6222	.00	.00	1,200.00	1,200.00	.0
110-410-6226	.00	432.73	500.00	67.27	86.6
110-410-6228	.00	293.85	500.00	206.15	58.8
110-410-6230	68.16	2,273.62	2,000.00	(273.62)	113.7
110-410-6234	115.75	424.51	1,000.00	575.49	42.5
110-410-6238	21.81	216.70	1,000.00	783.30	21.7
110-410-6240	.00	99.00	5,700.00	5,601.00	1.7
110-410-6290	.00	272.38	500.00	227.62	54.5
110-410-6320	24.00	36.00	1,000.00	964.00	3.6
110-410-6324	566.00	566.00	100.00	(466.00)	566.0
110-410-6334	.00	.00	2,000.00	2,000.00	.0
110-410-6420	100.23	1,989.58	1,398.00	(591.58)	142.3
110-410-6425	233.38	1,860.25	825.00	(1,035.25)	225.5
110-410-6430	370.84	1,958.20	2,100.00	141.80	93.3
110-410-6435	861.47	1,702.94	1,322.00	(380.94)	128.8
110-410-6440	213.25	1,681.73	1,875.00	193.27	89.7
110-410-6445	.00	420.09	120.00	(300.09)	350.1
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>708.47</u>	<u>35,190.37</u>	<u>74,581.00</u>	<u>39,390.63</u>	<u>47.2</u>
<u>TOTAL MATERIALS & SERVICES</u>					

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
110-410-8225 BUILDINGS & FACILITIES	.00	1,100.00	185,700.00	184,600.00	.6
TOTAL CAPITAL OUTLAY	.00	1,100.00	185,700.00	184,600.00	.6
TOTAL ADMINISTRATION	3,521.85	61,948.31	299,397.00	237,448.69	20.7
<u>PARKS & RECREATION</u>					
<u>PERSONAL SERVICES</u>					
110-420-5110 CITY ADMINISTRATOR	371.88	3,141.49	4,463.00	1,321.51	70.4
110-420-5150 PUBLIC WORKS DIRECTOR	316.50	2,688.97	3,798.00	1,109.03	70.8
110-420-5152 UTILITY WORKER I	722.36	6,147.86	4,551.00	(1,596.86)	135.1
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	685.37	6,401.02	10,976.00	4,574.98	58.3
110-420-5220 OVERTIME	107.83	1,075.00	1,409.00	334.00	76.3
110-420-5315 SOCIAL SECURITY/MEDICARE	168.62	1,684.64	2,512.00	827.36	67.1
110-420-5320 WORKER'S COMP	.94	429.88	1,670.00	1,240.12	25.7
110-420-5350 UNEMPLOYMENT	.00	.00	2,328.00	2,328.00	.0
110-420-5410 HEALTH INSURANCE	300.16	3,302.73	4,384.00	1,081.27	75.3
110-420-5450 PUBLIC EMPLOYEES RETIREMENT	432.65	3,808.82	6,444.00	2,635.18	59.1
TOTAL PERSONAL SERVICES	3,106.31	31,244.41	50,114.00	18,869.59	62.4

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
110-420-6122	78.60	626.05	.00	(626.05)	.0
110-420-6128	28.94	1,638.31	20,000.00	18,361.69	8.2
110-420-6210	.00	1,826.14	1,861.00	34.86	98.1
110-420-6234	58.99	2,528.47	2,000.00	(528.47)	126.4
110-420-6238	.00	5.21	4.00	(1.21)	130.3
110-420-6290	(58.99)	226.01	500.00	273.99	45.2
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	564.95	2,376.72	2,000.00	(376.72)	118.8
110-420-6334	.00	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	272.60	4,547.99	25,000.00	20,452.01	18.2
110-420-6425	127.88	1,019.32	1,650.00	630.68	61.8
110-420-6430	179.01	1,367.73	2,129.00	761.27	64.2
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	88.93	1,275.86	1,500.00	224.14	85.1
TOTAL MATERIALS & SERVICES	1,340.91	34,167.29	84,009.00	49,841.71	40.7
<u>CAPITAL OUTLAY</u>					
110-420-8520	.00	11,237.39	740,000.00	728,762.61	1.5
TOTAL CAPITAL OUTLAY	.00	11,237.39	740,000.00	728,762.61	1.5
TOTAL PARKS & RECREATION	4,447.22	76,649.09	874,123.00	797,473.91	8.8
<u>POLICE</u>					
<u>MATERIALS & SERVICES</u>					
110-430-6118	2,534.60	19,316.01	29,530.00	10,213.99	65.4
TOTAL MATERIALS & SERVICES	2,534.60	19,316.01	29,530.00	10,213.99	65.4
TOTAL POLICE	2,534.60	19,316.01	29,530.00	10,213.99	65.4
<u>COMMUNITY DEVELOPMENT</u>					

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONAL SERVICES</u>					
110-440-5110 CITY ADMINISTRATOR	371.88	3,141.49	4,463.00	1,321.51	70.4
110-440-5315 SOCIAL SECURITY/MEDICARE	28.46	240.41	341.00	100.59	70.5
110-440-5320 WORKER'S COMP	.09	2.61	68.00	65.39	3.8
110-440-5350 UNEMPLOYMENT	.00	.00	360.00	360.00	.0
110-440-5410 HEALTH INSURANCE	32.40	366.82	484.00	117.18	75.8
110-440-5450 PUBLIC EMPLOYEES RETIREMENT	73.00	629.04	876.00	246.96	71.8
TOTAL PERSONAL SERVICES	505.83	4,380.37	6,592.00	2,211.63	66.5
<u>MATERIALS & SERVICES</u>					
110-440-6116 ENGINEERING SERVICES	2,365.50	17,799.26	20,000.00	2,200.74	89.0
110-440-6122 IT SERVICES	17.50	138.90	.00	(138.90)	.0
110-440-6128 OTHER CONTRACT SERVICES	625.19	8,130.68	10,000.00	1,869.32	81.3
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	7,183.21	17,499.96	20,000.00	2,500.04	87.5
TOTAL MATERIALS & SERVICES	10,191.40	43,919.08	50,525.00	6,605.92	86.9
<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	10,697.23	66,158.39	67,117.00	958.61	98.6
<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	137.08	1,280.27	2,194.00	913.73	58.4
110-450-5315 SOCIAL SECURITY/MEDICARE	10.49	137.21	1,467.00	1,329.79	9.4
110-450-5320 WORKER'S COMP	.08	21.61	326.00	304.39	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	26.91	249.38	3,764.00	3,514.62	6.6
TOTAL PERSONAL SERVICES	174.56	2,201.29	30,893.00	28,691.71	7.1

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
110-450-6122	218.42	753.31	1,460.00	706.69	51.6
110-450-6128	2,185.75	2,213.18	500.00	(1,713.18)	442.6
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	.00	206.26	1,500.00	1,293.74	13.8
110-450-6238	3.63	100.87	1.00	(99.87)	10087.
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	7.54	66.08	950.00	883.92	7.0
110-450-6425	15.99	127.45	750.00	622.55	17.0
110-450-6430	46.97	251.39	2,400.00	2,148.61	10.5
110-450-6435	46.24	369.92	780.00	410.08	47.4
110-450-6440	32.08	259.81	350.00	90.19	74.2
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	2,556.62	5,350.31	12,672.00	7,321.69	42.2
 <u>CAPITAL OUTLAY</u>					
110-450-8225	3,675.14	41,112.00	307,115.00	266,003.00	13.4
TOTAL CAPITAL OUTLAY	3,675.14	41,112.00	307,115.00	266,003.00	13.4
 TOTAL LIBRARY	 6,406.32	 48,663.60	 350,680.00	 302,016.40	 13.9
 <u>CODE ENFORCEMENT</u>					
<u>PERSONAL SERVICES</u>					
110-460-5110	371.88	3,141.49	4,463.00	1,321.51	70.4
110-460-5150	316.50	2,688.97	3,798.00	1,109.03	70.8
110-460-5220	.00	73.95	315.00	241.05	23.5
110-460-5315	52.66	451.69	341.00	(110.69)	132.5
110-460-5320	.17	13.59	154.00	140.41	8.8
110-460-5350	.00	.00	692.00	692.00	.0
110-460-5410	100.07	1,101.15	1,462.00	360.85	75.3
110-460-5450	135.14	1,167.84	1,684.00	516.16	69.4
TOTAL PERSONAL SERVICES	976.42	8,638.68	12,909.00	4,270.32	66.9

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
110-460-6128 OTHER CONTRACT SERVICES	.00	188.97	.00	(188.97)	.0
110-460-6234 GENERAL SUPPLIES	.00	.45	100.00	99.55	.5
110-460-6238 BANK SERVICE CHARGES	.00	.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	.00	189.77	2,801.00	2,611.23	6.8
TOTAL CODE ENFORCEMENT	976.42	8,828.45	15,710.00	6,881.55	56.2
<u>TOURISM</u>					
<u>MATERIALS & SERVICES</u>					
110-470-6224 MARKETING	295.00	415.00	295.00	(120.00)	140.7
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	66.37	503.38	2,466.00	1,962.62	20.4
110-470-6527 COMMUNITY GRANT PROGRAM	.00	1,993.92	3,000.00	1,006.08	66.5
TOTAL MATERIALS & SERVICES	361.37	2,929.46	6,111.00	3,181.54	47.9
TOTAL TOURISM	361.37	2,929.46	6,111.00	3,181.54	47.9
<u>MUNICIPAL COURT</u>					
<u>PERSONAL SERVICES</u>					
110-480-5110 CITY ADMINISTRATOR	371.88	3,321.08	4,463.00	1,141.92	74.4
110-480-5114 CITY CLERK	190.26	1,975.58	2,914.00	938.42	67.8
110-480-5220 OVERTIME	.00	15.04	42.00	26.96	35.8
110-480-5315 SOCIAL SECURITY/MEDICARE	43.02	406.42	567.00	160.58	71.7
110-480-5320 WORKER'S COMP	.17	12.14	135.00	122.86	9.0
110-480-5350 UNEMPLOYMENT	.00	.00	599.00	599.00	.0
110-480-5410 HEALTH INSURANCE	97.95	1,118.79	1,468.00	349.21	76.2
110-480-5450 PUBLIC EMPLOYEES RETIREMENT	110.34	782.03	1,456.00	673.97	53.7
TOTAL PERSONAL SERVICES	813.62	7,631.08	11,644.00	4,012.92	65.5

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
110-480-6120	330.00	1,080.00	1,250.00	170.00	86.4
110-480-6128	.00	1,457.56	1,000.00	(457.56)	145.8
110-480-6220	75.00	75.00	.00	(75.00)	.0
110-480-6226	.00	17.16	50.00	32.84	34.3
110-480-6238	.00	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	405.00	3,348.54	3,191.00	(157.54)	104.9
TOTAL MUNICIPAL COURT	1,218.62	10,979.62	14,835.00	3,855.38	74.0
<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	5,338.24	8,010.00	2,671.76	66.6
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	5,338.24	406,359.00	401,020.76	1.3
TOTAL DEBT SERVICE	667.28	5,338.24	406,359.00	401,020.76	1.3
<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

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	30,830.91	300,811.17	2,274,435.00	1,973,623.83	13.2
NET REVENUE OVER EXPENDITURES	13,684.23	105,411.68	(410,423.00)	(515,834.68)	25.7

CITY OF LOWELL
 BALANCE SHEET
 FEBRUARY 28, 2022

BUILDING FUND

ASSETS

220-1110	ALLOCATED CASH	57,942.60	
	TOTAL ASSETS		57,942.60

LIABILITIES AND EQUITY

LIABILITIES

220-2205	WAGES PAYABLE	66.95	
220-2210	PAYROLL TAXES PAYABLE	29.03	
220-2245	HEALTH INSURANCE PAYABLE	66.30	
220-2250	RETIREMENT PAYABLE	21.62	
	TOTAL LIABILITIES		183.90

FUND EQUITY

220-3100	BEGINNING FUND BALANCE	29,944.12	
	REVENUE OVER EXPENDITURES - YTD	27,814.58	
	BALANCE - CURRENT DATE	27,814.58	
	TOTAL FUND EQUITY		57,758.70
	TOTAL LIABILITIES AND EQUITY		57,942.60

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

BUILDING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
220-315-4125 INTEREST EARNED	.80	6.30	.00	(6.30)	.0
TOTAL INVESTMENT EARNINGS	.80	6.30	.00	(6.30)	.0
<u>LICENSES & PERMITS</u>					
220-335-4356 BUILDING PERMIT FEES	15,045.21	67,991.94	45,000.00	(22,991.94)	151.1
220-335-4358 ELECTRICAL PERMIT FEES	1,792.00	7,787.84	5,250.00	(2,537.84)	148.3
TOTAL LICENSES & PERMITS	16,837.21	75,779.78	50,250.00	(25,529.78)	150.8
TOTAL FUND REVENUE	16,838.01	75,786.08	50,250.00	(25,536.08)	150.8

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 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	190.26	1,975.58	2,914.00	938.42	67.8
220-490-5220 OVERTIME	.00	15.04	42.00	26.96	35.8
220-490-5315 SOCIAL SECURITY/MEDICARE	14.56	166.01	226.00	59.99	73.5
220-490-5320 WORKER'S COMP	.08	274.98	54.00	(220.98)	509.2
220-490-5350 UNEMPLOYMENT	.00	.00	240.00	240.00	.0
220-490-5410 HEALTH INSURANCE	65.55	751.97	984.00	232.03	76.4
220-490-5450 PUBLIC EMPLOYEES RETIREMENT	37.34	153.00	580.00	427.00	26.4
TOTAL PERSONAL SERVICES	307.79	3,516.17	5,040.00	1,523.83	69.8
<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	275.37	711.78	2,400.00	1,688.22	29.7
220-490-6128 OTHER CONTRACT SERVICES	.00	5.49	.00	(5.49)	.0
220-490-6150 BUILDING INSPECTION SERVICES	2,446.95	35,100.38	22,500.00	(12,600.38)	156.0
220-490-6152 ELECTRICAL INSPECTION SERVICES	191.25	3,584.25	2,625.00	(959.25)	136.5
220-490-6226 POSTAGE	.00	17.16	.00	(17.16)	.0
220-490-6230 OFFICE SUPPLIES/EQUIPMENT	22.72	23.17	.00	(23.17)	.0
220-490-6238 BANK SERVICE CHARGES	.00	.35	125.00	124.65	.3
220-490-6290 MISCELLANEOUS	.00	.00	100.00	100.00	.0
220-490-6420 WATER SERVICES	3.01	23.26	175.00	151.74	13.3
220-490-6425 SEWER SERVICES	6.39	44.55	125.00	80.45	35.6
220-490-6430 ELECTRICITY SERVICES	18.79	99.75	225.00	125.25	44.3
220-490-6435 INTERNET SERVICES	18.49	147.92	148.00	.08	100.0
220-490-6440 TELEPHONE SERVICES	17.27	140.03	225.00	84.97	62.2
220-490-6445 REFUSE SERVICES	.00	.00	50.00	50.00	.0
220-490-6524 BUILDING STATE SURCHARGE	.00	3,978.36	5,850.00	1,871.64	68.0
220-490-6525 ELECTRICAL STATE SURCHARGE	.00	578.88	683.00	104.12	84.8
TOTAL MATERIALS & SERVICES	3,000.24	44,455.33	36,231.00	(8,224.33)	122.7
TOTAL NON-DEPARTMENTAL	3,308.03	47,971.50	41,271.00	(6,700.50)	116.2
<u>OTHER REQUIREMENTS</u>					

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 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	3,308.03	47,971.50	70,105.00	22,133.50	68.4
NET REVENUE OVER EXPENDITURES	13,529.98	27,814.58	(19,855.00)	(47,669.58)	140.1

CITY OF LOWELL
BALANCE SHEET
FEBRUARY 28, 2022

WATER FUND

ASSETS

230-1110	ALLOCATED CASH	47,742.14	
230-1115	CASH IN BANK - LGIP	90,522.23	
230-1510	ACCOUNTS RECEIVABLE	34,510.67	
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		2,496,969.60

LIABILITIES AND EQUITY

LIABILITIES

230-2205	WAGES PAYABLE	3,374.90	
230-2210	PAYROLL TAXES PAYABLE	1,574.06	
230-2245	HEALTH INSURANCE PAYABLE	2,136.74	
230-2250	RETIREMENT PAYABLE	1,387.41	
230-2255	DEFERRED COMP PAYABLE	127.52	
230-2520	UTILITY DEPOSITS	38,440.00	
230-2530	H2O DONATIONS	360.00	
230-2750	LONG TERM DEBT	1,051,825.87	
	TOTAL LIABILITIES		1,099,226.50

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	83,892.47	
	BALANCE - CURRENT DATE	83,892.47	
	TOTAL FUND EQUITY		1,397,743.10
	TOTAL LIABILITIES AND EQUITY		2,496,969.60

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
230-315-4125 INTEREST EARNED	32.88	193.32	2,200.00	2,006.68	8.8
TOTAL INVESTMENT EARNINGS	32.88	193.32	2,200.00	2,006.68	8.8
<u>GRANT REVENUES</u>					
230-325-4151 WATER - OPERATING GRANTS	.00	54,248.82	120,000.00	65,751.18	45.2
TOTAL GRANT REVENUES	.00	54,248.82	120,000.00	65,751.18	45.2
<u>LICENSES & PERMITS</u>					
230-335-4370 WATER/SEWER CONNECTION PERMIT	1,250.00	5,000.00	2,750.00	(2,250.00)	181.8
TOTAL LICENSES & PERMITS	1,250.00	5,000.00	2,750.00	(2,250.00)	181.8
<u>CHARGES FOR SERVICE</u>					
230-340-4425 WATER/SEWER SALES	24,019.44	283,095.05	364,700.00	81,604.95	77.6
230-340-4426 BULK WATER SALES	463.73	7,480.50	10,000.00	2,519.50	74.8
230-340-4435 FIRE HYDRANT FEE	328.64	3,181.55	4,240.00	1,058.45	75.0
230-340-4450 WATER/SEWER PENALTIES	.00	740.00	1,500.00	760.00	49.3
TOTAL CHARGES FOR SERVICE	24,811.81	294,497.10	380,440.00	85,942.90	77.4
<u>SDC REVENUE</u>					
230-345-4531 WATER REIMBURSEMENT SDC	3,725.00	14,155.00	7,450.00	(6,705.00)	190.0
TOTAL SDC REVENUE	3,725.00	14,155.00	7,450.00	(6,705.00)	190.0
<u>MISCELLANEOUS REVENUE</u>					
230-385-4895 MISCELLANEOUS REVENUE	.00	.00	500.00	500.00	.0
TOTAL MISCELLANEOUS REVENUE	.00	.00	500.00	500.00	.0
TOTAL FUND REVENUE	29,819.69	368,094.24	513,340.00	145,245.76	71.7

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 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	18,714.78	24,544.00	5,829.22 76.3
230-490-5114	CITY CLERK	1,522.00	15,804.01	23,310.00	7,505.99 67.8
230-490-5150	PUBLIC WORKS DIRECTOR	2,690.32	22,856.80	32,284.00	9,427.20 70.8
230-490-5152	UTILITY WORKER I	3,070.08	26,128.84	19,341.00 (6,787.84) 135.1
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	205.61	1,920.28	3,293.00	1,372.72 58.3
230-490-5220	OVERTIME	458.30	5,003.57	5,000.00 (3.57) 100.1
230-490-5315	SOCIAL SECURITY/MEDICARE	764.35	6,957.06	9,993.00	3,035.94 69.6
230-490-5320	WORKER'S COMP	3.42	1,584.57	6,317.00	4,732.43 25.1
230-490-5350	UNEMPLOYMENT	.00	.00	10,420.00	10,420.00 .0
230-490-5410	HEALTH INSURANCE	2,128.27	23,632.52	31,270.00	7,637.48 75.6
230-490-5450	PUBLIC EMPLOYEES RETIREMENT	1,961.35	15,562.42	25,639.00	10,076.58 60.7
	TOTAL PERSONAL SERVICES	14,849.02	138,677.67	211,358.00	72,680.33 65.6

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
230-490-6110	AUDITING	.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	3,074.75	4,100.00	1,025.25 75.0
230-490-6116	ENGINEERING SERVICES	(9,452.13)	3,865.50	1,500.00	(2,365.50) 257.7
230-490-6122	IT SERVICES	1,073.20	4,431.61	5,500.00	1,068.39 80.6
230-490-6128	OTHER CONTRACT SERVICES	78.65	821.18	8,500.00	7,678.82 9.7
230-490-6210	INSURANCE & BONDS	.00	8,736.69	8,000.00	(736.69) 109.2
230-490-6220	PUBLICATIONS, PRINTING & DUES	1,545.00	1,864.30	1,200.00	(664.30) 155.4
230-490-6226	POSTAGE	.00	652.00	1,100.00	448.00 59.3
230-490-6230	OFFICE SUPPLIES/EQUIPMENT	159.05	243.75	3,500.00	3,256.25 7.0
230-490-6234	GENERAL SUPPLIES	2,493.97	3,633.90	3,000.00	(633.90) 121.1
230-490-6238	BANK SERVICE CHARGES	268.81	2,089.52	4,000.00	1,910.48 52.2
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	1,936.68	3,000.00	1,063.32 64.6
230-490-6324	EQUIPMENT REPAIR & MAINTENANCE	(7,742.73)	4,406.93	5,000.00	593.07 88.1
230-490-6330	OTHER REPAIR & MAINTENANCE	.00	6,898.95	17,000.00	10,101.05 40.6
230-490-6334	NON-CAPITALIZED ASSETS	(1,809.98)	1,809.97	2,000.00	190.03 90.5
230-490-6420	WATER SERVICES	126.74	655.20	500.00	(155.20) 131.0
230-490-6425	SEWER SERVICES	63.94	509.66	775.00	265.34 65.8
230-490-6430	ELECTRICITY SERVICES	1,574.39	12,351.19	19,800.00	7,448.81 62.4
230-490-6435	INTERNET SERVICES	75.00	680.92	900.00	219.08 75.7
230-490-6440	TELEPHONE SERVICES	247.03	1,823.50	3,950.00	2,126.50 46.2
230-490-6445	REFUSE SERVICES	89.48	398.73	540.00	141.27 73.8
230-490-6710	GAS & OIL	37.50	462.50	2,000.00	1,537.50 23.1
230-490-6712	OPERATIONS & SUPPLIES	.00	1,360.77	1,500.00	139.23 90.7
230-490-6750	CHEMICALS & LAB SUPPLIES	89.70	9,229.96	18,000.00	8,770.04 51.3
230-490-6755	WATER/SEWER ANALYSIS	45.90	2,171.90	6,400.00	4,228.10 33.9
230-490-6758	WATER/SEWER CONNECTION EXPENDI	(5,831.20)	.00	3,200.00	3,200.00 .0
230-490-6760	WATER/SEWER FRANCHISE FEES	.00	10,095.58	18,235.00	8,139.42 55.4
	TOTAL MATERIALS & SERVICES	(16,515.93)	89,980.64	152,700.00	62,719.36 58.9
	TOTAL NON-DEPARTMENTAL	(1,666.91)	228,658.31	364,058.00	135,399.69 62.8
<u>CAPITAL OUTLAY</u>					
<u>CAPITAL OUTLAY</u>					
230-700-8335	EQUIPMENT & FURNISHINGS	.00	.00	27,500.00	27,500.00 .0
230-700-8540	WATER SYSTEMS IMPROVEMTS	6,624.38	36,584.38	.00	(36,584.38) .0
	TOTAL CAPITAL OUTLAY	6,624.38	36,584.38	27,500.00	(9,084.38) 133.0
	TOTAL CAPITAL OUTLAY	6,624.38	36,584.38	27,500.00	(9,084.38) 133.0

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICE</u>					
<u>DEBT SERVICES</u>					
230-800-7122	LOAN PRINCIPAL - J05001 SPWF	4,717.75	4,717.75	4,962.00	244.25 95.1
230-800-7124	LOAN PRINCIPAL - RUS 91-03	.00	.00	16,991.00	16,991.00 .0
230-800-7125	LOAN PRINCIPAL - L21001	(3,412.58)	7,612.70	7,651.00	38.30 99.5
230-800-7522	LOAN INTEREST - J05001 SPWF	2,704.76	2,704.76	2,705.00	.24 100.0
230-800-7524	LOAN INTEREST - RUS 91-03	.00	.00	22,390.00	22,390.00 .0
230-800-7525	LOAN INTEREST - L21001	(1,758.97)	3,923.87	3,915.00	(8.87) 100.2
TOTAL DEBT SERVICES		2,250.96	18,959.08	58,614.00	39,654.92 32.4
TOTAL DEBT SERVICE		2,250.96	18,959.08	58,614.00	39,654.92 32.4
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
230-900-9590	CONTINGENCY	.00	.00	35,532.00	35,532.00 .0
230-900-9899	UNAPPROPRIATED ENDING BALANCE	.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		7,208.43	284,201.77	558,894.00	274,692.23 50.9
NET REVENUE OVER EXPENDITURES		22,611.26	83,892.47	(45,554.00)	(129,446.47) 184.2

CITY OF LOWELL
BALANCE SHEET
FEBRUARY 28, 2022

SEWER FUND

ASSETS

240-1110	ALLOCATED CASH	81,922.11	
240-1115	CASH IN BANK - LGIP	87,851.96	
240-1510	ACCOUNTS RECEIVABLE	40,338.90	
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		2,134,419.02

LIABILITIES AND EQUITY

LIABILITIES

240-2205	WAGES PAYABLE	3,374.97	
240-2210	PAYROLL TAXES PAYABLE	1,574.02	
240-2245	HEALTH INSURANCE PAYABLE	2,136.74	
240-2250	RETIREMENT PAYABLE	1,387.36	
240-2255	DEFERRED COMP PAYABLE	127.48	
240-2750	LONG TERM DEBT	547,119.72	
	TOTAL LIABILITIES		555,720.29

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	17,085.29	
	BALANCE - CURRENT DATE	17,085.29	
	TOTAL FUND EQUITY		1,578,698.73
	TOTAL LIABILITIES AND EQUITY		2,134,419.02

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
240-315-4125 INTEREST EARNED	32.81	420.51	2,150.00	1,729.49	19.6
TOTAL INVESTMENT EARNINGS	32.81	420.51	2,150.00	1,729.49	19.6
<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	575.00	2,300.00	1,150.00	(1,150.00)	200.0
TOTAL LICENSES & PERMITS	575.00	2,300.00	1,150.00	(1,150.00)	200.0
<u>CHARGES FOR SERVICE</u>					
240-340-4425 WATER/SEWER SALES	33,595.80	300,730.37	406,700.00	105,969.63	73.9
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	33,595.80	311,825.37	408,900.00	97,074.63	76.3
<u>SDC REVENUE</u>					
240-345-4541 SEWER REIMBURSEMENT SDC	3,090.00	11,742.00	6,180.00	(5,562.00)	190.0
TOTAL SDC REVENUE	3,090.00	11,742.00	6,180.00	(5,562.00)	190.0
<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	37,293.61	326,287.88	438,880.00	112,592.12	74.4

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>PERSONAL SERVICES</u>					
240-490-5110	CITY ADMINISTRATOR	2,045.28	18,714.50	24,544.00	5,829.50 76.3
240-490-5114	CITY CLERK	1,521.98	15,803.82	23,310.00	7,506.18 67.8
240-490-5150	PUBLIC WORKS DIRECTOR	2,690.34	22,856.95	32,284.00	9,427.05 70.8
240-490-5152	UTILITY WORKER I	3,070.04	26,128.48	19,341.00 (6,787.48) 135.1
240-490-5154	UTILITY WORKER II	.00	.00	19,341.00	19,341.00 .0
240-490-5156	TEMPORARY/ SEASONAL	.00	512.82	606.00	93.18 84.6
240-490-5158	MAINTENANCE WORKER I	205.61	1,920.28	3,293.00	1,372.72 58.3
240-490-5220	OVERTIME	458.29	5,003.55	7,663.00	2,659.45 65.3
240-490-5315	SOCIAL SECURITY/MEDICARE	764.33	6,956.81	9,993.00	3,036.19 69.6
240-490-5320	WORKER'S COMP	3.42	1,376.78	5,716.00	4,339.22 24.1
240-490-5350	UNEMPLOYMENT	.00	.00	10,420.00	10,420.00 .0
240-490-5410	HEALTH INSURANCE	2,128.28	23,632.54	31,270.00	7,637.46 75.6
240-490-5450	PUBLIC EMPLOYEES RETIREMENT	1,961.37	15,562.32	25,639.00	10,076.68 60.7
	TOTAL PERSONAL SERVICES	14,848.94	138,468.85	213,420.00	74,951.15 64.9

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 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	3,074.75	5,000.00	1,925.25	61.5
240-490-6116	526.00	526.00	2,500.00	1,974.00	21.0
240-490-6122	1,073.20	4,431.61	5,500.00	1,068.39	80.6
240-490-6128	378.65	3,221.18	8,600.00	5,378.82	37.5
240-490-6210	.00	8,307.21	9,000.00	692.79	92.3
240-490-6220	50.00	344.30	1,200.00	855.70	28.7
240-490-6226	.00	652.00	1,100.00	448.00	59.3
240-490-6230	159.05	159.05	500.00	340.95	31.8
240-490-6234	(2,183.18)	1,784.15	2,500.00	715.85	71.4
240-490-6238	268.81	2,089.47	4,000.00	1,910.53	52.2
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	.00	1,206.00	3,000.00	1,794.00	40.2
240-490-6324	7,979.73	18,318.34	5,000.00	(13,318.34)	366.4
240-490-6330	.00	1,358.33	15,000.00	13,641.67	9.1
240-490-6334	1,809.98	1,809.98	7,500.00	5,690.02	24.1
240-490-6420	1,192.16	6,325.32	21,500.00	15,174.68	29.4
240-490-6425	575.46	4,593.32	6,200.00	1,606.68	74.1
240-490-6430	2,259.60	15,594.20	24,000.00	8,405.80	65.0
240-490-6435	.00	897.77	1,440.00	542.23	62.4
240-490-6440	228.39	1,925.97	2,200.00	274.03	87.5
240-490-6445	89.47	398.74	9,450.00	9,051.26	4.2
240-490-6520	.00	.00	3,000.00	3,000.00	.0
240-490-6710	74.74	345.03	1,450.00	1,104.97	23.8
240-490-6712	.00	635.18	1,500.00	864.82	42.4
240-490-6750	1,019.50	12,332.14	15,500.00	3,167.86	79.6
240-490-6755	774.90	7,360.20	11,250.00	3,889.80	65.4
240-490-6758	.00	.00	3,000.00	3,000.00	.0
240-490-6760	.00	9,748.10	19,344.00	9,595.90	50.4
TOTAL MATERIALS & SERVICES	16,628.21	113,263.33	198,734.00	85,470.67	57.0
TOTAL NON-DEPARTMENTAL	31,477.15	251,732.18	412,154.00	160,421.82	61.1
<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 8 MONTHS ENDING FEBRUARY 28, 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	(4,717.75)	4,717.74	4,962.00	244.26 95.1
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	(2,704.76)	2,704.75	2,705.00	.25 100.0
240-800-7524	LOAN INTEREST - RUS 92-05	.00	.00	9,133.00	9,133.00 .0
	TOTAL DEBT SERVICES	(7,422.51)	34,093.10	50,265.00	16,171.90 67.8
	TOTAL DEBT SERVICE	(7,422.51)	34,093.10	50,265.00	16,171.90 67.8
<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	24,054.64	309,202.59	653,729.00	344,526.41 47.3
	NET REVENUE OVER EXPENDITURES	13,238.97	17,085.29	(214,849.00)	(231,934.29) 8.0

CITY OF LOWELL
BALANCE SHEET
FEBRUARY 28, 2022

STREET FUND

ASSETS

312-1110	ALLOCATED CASH	37,424.69	
312-1115	CASH IN BANK - LGIP	55,790.90	
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><u>1,303,260.43</u></u>

LIABILITIES AND EQUITY

LIABILITIES

312-2205	WAGES PAYABLE	370.37	
312-2210	PAYROLL TAXES PAYABLE	178.83	
312-2245	HEALTH INSURANCE PAYABLE	200.55	
312-2250	RETIREMENT PAYABLE	170.53	
312-2255	DEFERRED COMP PAYABLE	15.00	
312-2750	LONG TERM DEBT	83,091.72	
	TOTAL LIABILITIES		84,027.00

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>16,269.52</u>	
	BALANCE - CURRENT DATE	<u>16,269.52</u>	
	TOTAL FUND EQUITY		<u><u>1,219,233.43</u></u>
	TOTAL LIABILITIES AND EQUITY		<u><u>1,303,260.43</u></u>

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
312-315-4125 INTEREST EARNED	20.63	144.55	1,400.00	1,255.45	10.3
TOTAL INVESTMENT EARNINGS	20.63	144.55	1,400.00	1,255.45	10.3
<u>INTERGOVERNMENTAL</u>					
312-320-4142 STATE DISTRIBUTIONS	8,573.26	60,969.42	64,212.00	3,242.58	95.0
TOTAL INTERGOVERNMENTAL	8,573.26	60,969.42	64,212.00	3,242.58	95.0
<u>SDC REVENUE</u>					
312-345-4513 TRANSPORTATION REIMBURSEMENT S	520.00	1,976.00	1,560.00	(416.00)	126.7
TOTAL SDC REVENUE	520.00	1,976.00	1,560.00	(416.00)	126.7
<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	9,113.89	63,089.97	67,249.00	4,159.03	93.8

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 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	3,141.49	4,463.00	1,321.51	70.4
312-490-5150 PUBLIC WORKS DIRECTOR	316.50	2,688.97	3,798.00	1,109.03	70.8
312-490-5152 UTILITY WORKER I	361.20	3,074.10	2,275.00	(799.10)	135.1
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	53.92	574.51	861.00	286.49	66.7
312-490-5315 SOCIAL SECURITY/MEDICARE	84.40	803.27	1,140.00	336.73	70.5
312-490-5320 WORKER'S COMP	.30	129.41	1,350.00	1,220.59	9.6
312-490-5350 UNEMPLOYMENT	.00	.00	1,281.00	1,281.00	.0
312-490-5410 HEALTH INSURANCE	200.17	2,202.32	2,924.00	721.68	75.3
312-490-5450 PUBLIC EMPLOYEES RETIREMENT	216.57	1,864.58	2,929.00	1,064.42	63.7
TOTAL PERSONAL SERVICES	1,604.94	15,504.27	24,506.00	9,001.73	63.3
<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	1,025.25	1,737.00	711.75	59.0
312-490-6116 ENGINEERING SERVICES	82.50	162.50	2,500.00	2,337.50	6.5
312-490-6122 IT SERVICES	361.18	1,228.92	2,102.00	873.08	58.5
312-490-6128 OTHER CONTRACT SERVICES	400.00	416.44	8,500.00	8,083.56	4.9
312-490-6210 INSURANCE & BONDS	.00	3,034.14	2,225.00	(809.14)	136.4
312-490-6230 OFFICE SUPPLIES/EQUIPMENT	45.44	45.44	.00	(45.44)	.0
312-490-6234 GENERAL SUPPLIES	.00	87.10	200.00	112.90	43.6
312-490-6238 BANK SERVICE CHARGES	.00	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	1,148.16	10,348.16	10,000.00	(348.16)	103.5
312-490-6334 NON-CAPITALIZED ASSETS	.00	.00	2,500.00	2,500.00	.0
312-490-6430 ELECTRICITY SERVICES	965.98	7,870.64	13,250.00	5,379.36	59.4
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	3,120.51	26,144.63	48,046.00	21,901.37	54.4
TOTAL NON-DEPARTMENTAL	4,725.45	41,648.90	72,552.00	30,903.10	57.4
<u>DEBT SERVICE</u>					

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICES</u>					
312-800-7125 LOAN PRINCIPAL - L21001	3,412.58	3,412.58	3,429.00	16.42	99.5
312-800-7525 LOAN INTEREST - L21001	1,758.97	1,758.97	1,746.00	(12.97)	100.7
TOTAL DEBT SERVICES	5,171.55	5,171.55	5,175.00	3.45	99.9
TOTAL DEBT SERVICE	5,171.55	5,171.55	5,175.00	3.45	99.9
 <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	9,897.00	46,820.45	130,960.00	84,139.55	35.8
NET REVENUE OVER EXPENDITURES	(783.11)	16,269.52	(63,711.00)	(79,980.52)	25.5

CITY OF LOWELL
 BALANCE SHEET
 FEBRUARY 28, 2022

BLACKBERRY JAM FUND

ASSETS

314-1110	ALLOCATED CASH	11,425.10	
	TOTAL ASSETS		11,425.10

LIABILITIES AND EQUITY

FUND EQUITY

314-3100	BEGINNING FUND BALANCE	11,467.99	
	REVENUE OVER EXPENDITURES - YTD	(42.89)	
	BALANCE - CURRENT DATE	(42.89)	
	TOTAL FUND EQUITY		11,425.10
	TOTAL LIABILITIES AND EQUITY		11,425.10

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

BLACKBERRY JAM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
314-315-4125 INTEREST EARNED	.18	2.01	.00	(2.01)	.0
TOTAL INVESTMENT EARNINGS	.18	2.01	.00	(2.01)	.0
<u>FUNDRAISING & EVENT REVENUE</u>					
314-380-4864 JAM SALES	5.00	340.00	.00	(340.00)	.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	5.00	4,783.06	4,000.00	(783.06)	119.6
TOTAL FUND REVENUE	5.18	4,785.07	4,000.00	(785.07)	119.6

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

BLACKBERRY JAM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>MATERIALS & SERVICES</u>					
314-490-6122	IT SERVICES	59.21	268.46	500.00	231.54 53.7
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	640.00	1,250.00	610.00 51.2
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	139.21	4,827.96	6,750.00	1,922.04 71.5
	TOTAL NON-DEPARTMENTAL	139.21	4,827.96	6,750.00	1,922.04 71.5
<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	139.21	4,827.96	14,545.00	9,717.04 33.2
	NET REVENUE OVER EXPENDITURES	(134.03)	(42.89)	(10,545.00)	(10,502.11) (.4)

CITY OF LOWELL
 BALANCE SHEET
 FEBRUARY 28, 2022

PARKS SDC FUND

ASSETS

410-1110	ALLOCATED CASH	17,747.12	
410-1115	CASH IN BANK - LGIP	59,823.53	
	TOTAL ASSETS		<u>77,570.65</u>

LIABILITIES AND EQUITY

FUND EQUITY

410-3100	BEGINNING FUND BALANCE	58,681.83	
	REVENUE OVER EXPENDITURES - YTD	18,888.82	
	BALANCE - CURRENT DATE	18,888.82	
	TOTAL FUND EQUITY		<u>77,570.65</u>
	TOTAL LIABILITIES AND EQUITY		<u>77,570.65</u>

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

PARKS SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
410-315-4125 INTEREST EARNED	21.73	173.82	200.00	26.18	86.9
TOTAL INVESTMENT EARNINGS	21.73	173.82	200.00	26.18	86.9
<u>SDC REVENUE</u>					
410-345-4510 PARK SDC FEES	4,925.00	18,715.00	14,775.00	(3,940.00)	126.7
TOTAL SDC REVENUE	4,925.00	18,715.00	14,775.00	(3,940.00)	126.7
TOTAL FUND REVENUE	4,946.73	18,888.82	14,975.00	(3,913.82)	126.1

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 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	4,946.73	18,888.82	(57,750.00)	(76,638.82)	32.7

CITY OF LOWELL
 BALANCE SHEET
 FEBRUARY 28, 2022

STREETS SDC FUND

ASSETS

412-1110	ALLOCATED CASH	15,126.14	
412-1115	CASH IN BANK - LGIP	46,294.87	
	TOTAL ASSETS		61,421.01

LIABILITIES AND EQUITY

FUND EQUITY

412-3100	BEGINNING FUND BALANCE	50,028.24	
	REVENUE OVER EXPENDITURES - YTD	11,392.77	
	BALANCE - CURRENT DATE	11,392.77	
	TOTAL FUND EQUITY		61,421.01
	TOTAL LIABILITIES AND EQUITY		61,421.01

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

STREETS SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
412-315-4125 INTEREST EARNED	16.84	144.77	200.00	55.23	72.4
TOTAL INVESTMENT EARNINGS	16.84	144.77	200.00	55.23	72.4
<u>SDC REVENUE</u>					
412-345-4512 TRANSPORTATION SDC	2,960.00	11,248.00	8,880.00	(2,368.00)	126.7
TOTAL SDC REVENUE	2,960.00	11,248.00	8,880.00	(2,368.00)	126.7
TOTAL FUND REVENUE	2,976.84	11,392.77	9,080.00	(2,312.77)	125.5

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 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	2,976.84	11,392.77	(49,630.00)	(61,022.77)	23.0

CITY OF LOWELL
 BALANCE SHEET
 FEBRUARY 28, 2022

WATER SDC FUND

ASSETS

430-1110	ALLOCATED CASH	38,816.25	
430-1115	CASH IN BANK - LGIP	302,227.22	
	TOTAL ASSETS		341,043.47

LIABILITIES AND EQUITY

FUND EQUITY

430-3100	BEGINNING FUND BALANCE	329,227.75	
	REVENUE OVER EXPENDITURES - YTD	11,815.72	
	BALANCE - CURRENT DATE	11,815.72	
	TOTAL FUND EQUITY		341,043.47
	TOTAL LIABILITIES AND EQUITY		341,043.47

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

WATER SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>						
430-315-4125	INTEREST EARNED	109.34	1,017.19	1,000.00	(17.19)	101.7
	TOTAL INVESTMENT EARNINGS	109.34	1,017.19	1,000.00	(17.19)	101.7
<u>SDC REVENUE</u>						
430-345-4530	WATER SDC	19,150.00	72,770.00	57,450.00	(15,320.00)	126.7
	TOTAL SDC REVENUE	19,150.00	72,770.00	57,450.00	(15,320.00)	126.7
	TOTAL FUND REVENUE	19,259.34	73,787.19	58,450.00	(15,337.19)	126.2

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 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	21,336.76	61,971.47	102,446.00	40,474.53	60.5
TOTAL MATERIALS & SERVICES	21,336.76	61,971.47	102,446.00	40,474.53	60.5
TOTAL NON-DEPARTMENTAL	21,336.76	61,971.47	102,446.00	40,474.53	60.5
 <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	21,336.76	61,971.47	386,952.00	324,980.53	16.0
NET REVENUE OVER EXPENDITURES	(2,077.42)	11,815.72	(328,502.00)	(340,317.72)	3.6

CITY OF LOWELL
 BALANCE SHEET
 FEBRUARY 28, 2022

SEWER SDC FUND

ASSETS

440-1110	ALLOCATED CASH	59,477.47	
440-1115	CASH IN BANK - LGIP	67,989.56	
	TOTAL ASSETS		<u>127,467.03</u>

LIABILITIES AND EQUITY

FUND EQUITY

440-3100	BEGINNING FUND BALANCE	146,159.38	
	REVENUE OVER EXPENDITURES - YTD	(18,692.35)	
	BALANCE - CURRENT DATE	(18,692.35)	
	TOTAL FUND EQUITY		<u>127,467.03</u>
	TOTAL LIABILITIES AND EQUITY		<u>127,467.03</u>

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

SEWER SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>						
440-315-4125	INTEREST EARNED	25.30	386.43	1,000.00	613.57	38.6
	TOTAL INVESTMENT EARNINGS	25.30	386.43	1,000.00	613.57	38.6
<u>SDC REVENUE</u>						
440-345-4540	SEWER SDC	5,355.00	20,349.00	16,065.00	(4,284.00)	126.7
	TOTAL SDC REVENUE	5,355.00	20,349.00	16,065.00	(4,284.00)	126.7
	TOTAL FUND REVENUE	5,380.30	20,735.43	17,065.00	(3,670.43)	121.5

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 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	(242.00)	39,427.78	53,616.00	14,188.22	73.5
	TOTAL MATERIALS & SERVICES	(242.00)	39,427.78	53,616.00	14,188.22	73.5
	TOTAL NON-DEPARTMENTAL	(242.00)	39,427.78	53,616.00	14,188.22	73.5
<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	(242.00)	39,427.78	162,810.00	123,382.22	24.2
	NET REVENUE OVER EXPENDITURES	5,622.30	(18,692.35)	(145,745.00)	(127,052.65)	(12.8)

CITY OF LOWELL
 BALANCE SHEET
 FEBRUARY 28, 2022

STORMWATER SDC FUND

ASSETS

445-1110	ALLOCATED CASH	12,903.18	
445-1115	CASH IN BANK - LGIP	48,259.27	
	TOTAL ASSETS		61,162.45

LIABILITIES AND EQUITY

FUND EQUITY

445-3100	BEGINNING FUND BALANCE	47,976.04	
	REVENUE OVER EXPENDITURES - YTD	13,186.41	
	BALANCE - CURRENT DATE	13,186.41	
	TOTAL FUND EQUITY		61,162.45
	TOTAL LIABILITIES AND EQUITY		61,162.45

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

STORMWATER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
445-315-4125 INTEREST EARNED	17.52	139.46	635.00	495.54	22.0
TOTAL INVESTMENT EARNINGS	17.52	139.46	635.00	495.54	22.0
<u>SDC REVENUE</u>					
445-345-4545 STORM DRAINAGE SDC	3,365.00	13,046.95	10,095.00	(2,951.95)	129.2
TOTAL SDC REVENUE	3,365.00	13,046.95	10,095.00	(2,951.95)	129.2
TOTAL FUND REVENUE	3,382.52	13,186.41	10,730.00	(2,456.41)	122.9

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 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	3,382.52	13,186.41	(48,278.00)	(61,464.41)	27.3

CITY OF LOWELL
 BALANCE SHEET
 FEBRUARY 28, 2022

WATER RESERVE FUND

ASSETS

520-1110	ALLOCATED CASH	9,399.64	
520-1115	CASH IN BANK - LGIP	30,000.00	
	TOTAL ASSETS		39,399.64

LIABILITIES AND EQUITY

FUND EQUITY

520-3100	BEGINNING FUND BALANCE	39,395.13	
	REVENUE OVER EXPENDITURES - YTD	4.51	
	BALANCE - CURRENT DATE	4.51	
	TOTAL FUND EQUITY		39,399.64
	TOTAL LIABILITIES AND EQUITY		39,399.64

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

WATER RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>						
520-315-4125	INTEREST EARNED	.15	4.51	4.00	(.51)	112.8
	TOTAL INVESTMENT EARNINGS	.15	4.51	4.00	(.51)	112.8
	TOTAL FUND REVENUE	.15	4.51	4.00	(.51)	112.8

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 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	.15	4.51	(39,398.00)	(39,402.51)	.0

CITY OF LOWELL
 BALANCE SHEET
 FEBRUARY 28, 2022

SEWER RESERVE FUND

ASSETS

521-1110	ALLOCATED CASH	5,752.75	
521-1115	CASH IN BANK - LGIP	10,000.00	
	TOTAL ASSETS		15,752.75

LIABILITIES AND EQUITY

FUND EQUITY

521-3100	BEGINNING FUND BALANCE	15,750.85	
	REVENUE OVER EXPENDITURES - YTD	1.90	
	BALANCE - CURRENT DATE	1.90	
	TOTAL FUND EQUITY		15,752.75
	TOTAL LIABILITIES AND EQUITY		15,752.75

CITY OF LOWELL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

SEWER RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>						
521-315-4125	INTEREST EARNED	.09	1.90	2.00	.10	95.0
	TOTAL INVESTMENT EARNINGS	.09	1.90	2.00	.10	95.0
	TOTAL FUND REVENUE	.09	1.90	2.00	.10	95.0

CITY OF LOWELL
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 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	.09	1.90	(15,754.00)	(15,755.90)	.0

City of Lowell, Oregon
Minutes of the City Council Regular Session
March 1, 2022

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

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

Members Absent: Tim Stratis

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

Public Comments: Lon Dragt, 306 N. Damon – relayed the information that a member of our surrounding community and volunteer for the food pantry and the Lowell Rural Fire department, Ronald Ballanger, had died and there was a pending memorial for him.

Robert Burr – 566 E 1st St – expounded on the information regarding Ronald Ballanger and how the community would miss his contributions.

Jerry Valencia, 11 N Alder – requested that the city council get together to get “on the same page” regarding the Downtown master plan.

Written comment – Bob Kiser and Leslie Kiser motion to approve 68 W 2nd St – sent a letter requesting that the council postpone decision on the Right of way use agreement for the Lowell investment property at 103 North Shore, to allow the resident to gather

Council Comments: None

Old Business: None

New Business:

Lon Dragt, Fire Chief, Lowell Rural Fire Protection District made a presentation on recommended burning regulations within the City of Lowell.

CA Caudle presented the information on the public outreach survey on law enforcement services. Explained the survey questions and what the possible future options could be. The council

CA Caudle presented the request to approve Motion to approve a "Grant Agreement" with The Ford Family Foundation for the Maggie Osgood Library in the amount of \$191,466 and to authorize the City Administrator to sign. Motion was made by Councilor Harris and seconded by Councilor Weathers. PASS 3:0

CA Caudle presented volunteer application from Lisa Bee-Wilson for the Lowell Budget Committee. Motion to approve Lisa Bee-Wilsons application for the Lowell Budget Committee was made by Councilor Weathers and seconded by Councilor Harris. PASS 3:0

CA Caudle presented information regarding the “Long-Term Residential Right-of-Way Use Agreement” with Lowell Investment Properties, LLC. and to authorize the City Administrator to sign. Applicant Jimmy Martini 149 W Main St – gave his information

regarding the reason for the request for access. Decision was put on hold to have a public hearing 3/15/2022, after letters are sent out to inform the surrounding properties.

CA Caudle presented information regarding the Motion to authorize the City Administrator to sign a “Donation Agreement” and “Temporary Construction Easement” with Lane County for the Safe Routes to School sidewalk construction project. Motion was made to authorize the City Administrator to sign a “Donation Agreement” and “Temporary Construction Easement” with Lane County for the Safe Routes to School sidewalk construction project by Councilor Weathers and seconded by Councilor Harris.
PASS 3:0

Other Business: None

Mayor Comments: Mayor spoke about the drawdown that is upcoming on Fall Creek reservoir and Dexter Lake regarding how the Corps would soon to be releasing the timeline and what it will mean to the area. The Gales fire and the Kwis fire \$78,000,000 dollars Federal for disaster recovery

Community Comments: None

Adjourn: 7:53 PM

Approved: _____
Don Bennett, Mayor

Date

Attest: _____
Jeremy Caudle, City Recorder

Date

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

The Regular Session was called to order at 7:03 PM by Mayor Bennett.

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

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

Consent Agenda: Councilor Weathers moved to approve the Consent Agenda as presented, second by Councilor Harris. PASS 4:0

Public Comments: None

Council Comments: None

City Administrator Report: CA Caudle presented report which included Library project update on the advertising for bids on the construction for the building update, with bidding closing March 31, 2022, at 2:00 pm.

Our Library Consultant has submitted applications for grants for \$20,000 and a second application also for \$20,000.00 for building our collection that includes media.

LCOG is working on an IT systems budget for the new library/city hall for phone, computer and server and server rack as well as equipment set up. They are working on the MOU which will be brought to the council for approval when completed.

A Parks renovation update and information regarding a second grant. East Main Street property update.

Code update project update and restarting the code Update committee.

The 8 North Hyland property sale and surplus property partitions.

Budget is the current immediate focus at this time, the planned first meeting for the Budget committee is scheduled for 4/27/2022 at 6pm with potential follow up meetings 5/4/22, 5/11/22 if needed.

Blackberry Jam committee has met and plans to hold the event at the end of July.

Two applications have been received for the open position for the City Council vacancy.

Public Works Report: Max Baker, Public Works Director presented report which included information about 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 IGA with Lane County regarding the parks has expired and will be brought before council for review

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

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

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.

Police Report: February report provided in packet.

Old Business:

1. “Long-Term Residential Right-of-Way Use Agreement” with Lowell Investment Properties, LLC. –

Regular session in recess at 7:24pm

The public hearing open at 7:24pm

CA Jeremy Caudle presented that 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.

Public comments:

Bob Kizer 68 W 2nd Street – he stated that the alley way does not go through and has never gone through. That the family had used and maintained the alley way for decades.

Public hearing closed at 7:41 pm

Regular session reconvened at 7:41 pm

Councilor Harris made a motion to approve the application for the “long-term residential right-of-way-use agreement.” With Lowell Investment Properties. This was seconded by Councilor Weathers. PASS 4:0

New Business:

- 2. 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**

Regular session in recess at 8:02 pm

The public hearing open at 8:02 pm

Staff report was given by Henry Hearley, Associate Planner, Lane Council of Governments.

Public comment:

Breanna Roberts 456 E 1st Street – can the property be divided and why not. How can the current residents who currently live in the area recoup the equity they will surely lose by the blocking of the view?

Response to which was that the previous owner did not choose to make any changes in the partitioning of the property. There is no known rule that would limit the second story of the current dwellings.

Ken Hern 40 Trailblazer Court – he spoke in approval for the Lake Town Subdivision.

Public hearing closed at 8:27 pm

Regular session reconvened at 8:27 pm

Councilor Harris made a motion 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.” This was seconded by Councilor Weathers. PASS 4:0

3. CA Caudle informed Council on a proposed Dollar General commercial business and four-plex multi-family residential development on N. Moss Street and options for public input and engagement for our citizens.
4. Motion to approve Resolution #777, “A resolution adopting a supplemental budget for fiscal year 2021-2022 and making supplemental appropriations.” – Discussion/Possible action

Regular session in recess at 8:51 pm

The public hearing open at 8:51 pm

CA Jeremy Caudle made a presentation that 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.

Public comment: None

Public hearing closed at 8:52 pm

Regular session reconvened at 8:52 pm

Councilor Weathers made a Motion to approve Resolution #777, “A resolution adopting a supplemental budget for fiscal year 2021-2022 and making supplemental appropriations.” Seconded by Councilor Harris. PASS 4:0

5. CA Caudle presented information regarding the property at 205 E Main Street. Councilor Stratis made a 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. this was seconded by Councilor Harris. PASS 4:0

6. Mayor Bennett made a 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.” Seconded by Councilor Weathers. PASS 4:0
7. Council approved Review Blackberry Jam Festival Committee application from Marisa (Meesa) Anders. Councilor Weathers made a motion to approve Meesa Anders to the Blackberry Jam Committee Councilor Stratis seconded

Other Business:

Hall O’Regan, Parks Committee Chair brought the priority recommendation list to the Council for improvements to the two city parks. He stated that they are working on obtaining cost estimates for the items that cannot be done by volunteers.

Mayor Comments: None

Councilor Comments: None

Community Comments: None

Adjourn: 9:02 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 15, 2022
Re: Administrator's report for April

MEMO

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

Library renovation project.

1. Penny Hummel submitted a grant to the State Library of Oregon for new IT equipment. A list of the equipment follows this report. The State Library of Oregon informed me on 4/14 that our request was approved for \$12,275. This will require a memorandum of understanding, which I will place on the agenda for approval at City Council's next meeting. LCOG will handle the purchasing for us, and they will pass the cost through to us in their regular billing. We are required to spend every penny of the grant by the end of August.
2. I have asked LCOG to complete a draft agreement to handle the IT/phone system upgrades to the library/city hall, which I will present to you for approval at a later meeting.

Park renovation projects.

1. I submitted a rehabilitation grant application with the Local Government Grant Program (LGGP) application in advance of the April 1 deadline. The LGGP timeline shows that projects will be selected for approval in August or September. If we receive the LGGP grant, this will enable us to meet the dollar-for-dollar match for the Land and Water Conservation Fund grant. We would then have a total project of around \$750,000.

E. Main Street Property.

1. We are officially under contract with Lowell Investment Properties for the sale of E. Main St.
2. BB&A has completed the gas tank removal. See included after this report for pictures for what they found. We must now wait for the final report from BB&A, as well as a

“no further action” determination letter from DEQ. Soon, we will need to exercise our option to purchase the Lane County right-of-way for \$45,700 to complete the sale.

3. City Council has asked me for an updated total of our selling expenses for the property. A list of those expenses is attached, showing a net loss of \$48,126 so far. Most of the items are from unanticipated issues with the property, such as the asbestos in the house and the underground storage tanks. This is a quick estimate. There may be additional expenses not captured here.

Other items.

1. On 4/15, I participated in a League of Oregon Cities webinar regarding the reporting requirements for our ARPA funding. Our first report is due April 30. The final rule from the US Department of Treasury gives local governments the option to make a one-time election regarding the use of ARPA funds for revenue replacement. Cities can either elect to calculate lost revenues using a formula from the interim rule. Or, cities can elect to declare that up to \$10 million of their ARPA funding falls within revenue replacement. I intend to file a declaration that Lowell is declaring that our entire ARPA allocation falls within the revenue replacement category. The advantage to this approach is that it gives us greater flexibility in how to use the funds, and it simplifies our reporting requirements. There are no advantages to electing to use the revenue replacement formula from the interim rule.

Maggie Osgood Library Technology Cost Estimates (prepared by Library IT Consultant Lance Murty and Library Consultant Penny Hummel)
 Updated 4/6/22

Assumptions:

- Prices need to be updated from State contracts or other local vendors
- Computer software (OS & Office) is licensed through the city using state pricing
- Estimate does not include staff time for installation & setup

Full Cost Estimate - all new equipment

Item/Device	Qty	Unit Cost	Total	Notes
Public Internet laptop	4	700	2,800	
Public catalog computer	1	800	800	
Circ desk computer	1	800	800	small form factor w/ 20" monitor
Staff printer	1	400	400	small networked b&w laser printer
Staff laptop (for librarian's use)	1	800	800	
Public printer	1	400	400	small networked b&w laser printer
Bar code scanner	2	200	400	
Receipt printer	1	250	250	
Network router	1	750	750	
Managed wifi access point	1	500	500	commercial grade, e.g., Meraki MR36
Managed network firewall	1	1,000	1,000	commercial grade, e.g., Cisco, SonicWall, etc.
OS Software image mgmt	5	75	375	public PCs, e.g., Pharonics DeepFreeze or WinLock Prof.
Internet Filtering Software	5	160	800	public PCs, e.g., CurrentWare Browse Control
Integrated Library System	1	800	800	Apollo setup (Biblionix)
Catalog migration and maintenance	1	1,200	1,200	Software to accompany Apollo ILS that provides capability to migrate existing collection, catalog future items (Biblionix)
Migration supplies (labels, etc.)	1	200	200	Barcode labels and other supplies
Total Estimate			\$ 12,275	

Other notes:

- No print management system included.
- All computers, public printers and network equipment are commercial grade for greater reliability, security & lifespan

Public and staff computers are specified to current processor standards and at least 8GB memory to achieve a 4/5 year life cycle

Public desktop computers are micro form factor and use a CPU/monitor stand to save space

Price estimates are based on retail pricing for top tier products such as Dell, Cisco, HP, and others

(utilize state contract pricing and cooperative purchasing agreements whenever possible to get best possible pricing)



Net loss on sale of E. Main St. as of 4/15/2022

Sale price: 375,000

Total expenditures for E. Main Street

Government Capital Corp - Pay off loan principal 307,977

Interest from 10/22/2020 through 5/1/22022. (\$667 in interest charges per month.) 9,338

Right-of-way acquisition - option to purchase from Lane County 475

Phase 1 environmental study 3,100

Phase 2 environmental study 8,592

Underground storage tank decommissioning 11,161

Right-of-way acquisition - once we exercise the option 45,700

Demolition clean up - burn house 6,800

Dumpster to remove trash from the house 125

Asbestos removal 7,358

Real estate commission payable 22,500

Total costs: 423,126

Gain/(loss) on sale of property: (48,126)

Not included:

Attorney's fees and engineering fees that we have incurred up to this point.

If we need to extend the loan term, that will cost an additional \$3,300.



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: April 19, 2022
SUBJECT: Public Works Report

Streets and Parks

Staff repaired the gate at the Covered Bridge allowing the Bridge to be reopened to the Public. Staff still has not heard back from Lane County on the expired IGA and most recent Bridge inspection report.

Park restrooms remain closed. I have received quotes to place portable restrooms at RR park.

Water Treatment Plant/Distribution

After completing leak detection staff identified several leaks. Two of these leaks were repaired last week. The leak on D street was estimated to be between 50-80 GPM.

Wastewater Treatment

Civil West sent the results of the overnight flowing mapping for the I&I testing. This included a list of recommended lines to be cleaned and video inspected and a quote to perform the work needed.

LOWELL PATROL LOG March 2022

DATE	OFFICERS	START TIME	END TIME	# HOURS	CONTACTS	ARRESTS	CITES	WARNINGS	CALLS	REPORT #
3-Mar	401	11:15	12:45	1:30						
4-Mar	423	17:00	22:30	5:30						
4-Mar	429	17:00	22:30	5:30						
5-Mar	409	23:45	0:45	1:00						
10-Mar	423	17:00	21:40	4:40						
10-Mar	429	17:00	21:40	4:40						
13-Mar	429	18:30	19:30	1:00						
16-Mar	409	22:30	23:59	1:29						
23-Mar	409	14:00	15:00	1:00						
24-Mar	409	7:45	8:45	1:00						
25-Mar	423	17:00	23:00	6:00						
25-Mar	429	17:00	23:00	6:00						
26-Mar	421	16:00	17:00	1:00						
28-Mar	409	3:30	5:00	1:30						
30-Mar	409	1:00	2:00	1:00						
				43.0						

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

DATE	TIME	DESCRIPTION
10-Mar	18:29	Code Complaint - public nuisance
	18:44	Code Complaint - illegal parking
	20:45	Traffic Stop
	20:54	Traffic Stop
	20:11	Code Complaint - illegal parking
13-Mar	18:30	Follow up on code
25-Mar	18:45	Traffic Stop
	19:00	Traffic Stop X 2
	20:05	Traffic Stop

Agenda Item Sheet

City of Lowell City Council

Type of item:	Resolution
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Item title/recommended action:

Motion to approve Resolution #779, "A resolution of the Lowell City Council authorizing a loan from the Special Public Works Fund by entering into a financing contract with the Oregon Infrastructure Finance Authority." – Discussion/Possible action

Justification or background:

At the November 16, 2021 meeting, City Council approved an application to finance the library/city hall renovation project through a loan with Business Oregon. Staff submitted the loan application. On January 26, 2022, Business Oregon informed staff that the loan application for \$230,224 was approved. On March 15, 2022, Business Oregon sent staff the loan agreement and other paperwork needed to complete the loan. The resolution authorizing the loan, as well as the agreement, is presented here for City Council approval. The lending agency, Oregon Infrastructure Finance Authority (IFA), is an independent board that oversees Business Oregon's infrastructure financing programs. Business Oregon is a state agency, and this loan is provided through the State of Oregon's "Special Public Works Fund" program. As discussed at several City Council meetings, the goal is to pay off this loan through selling surplus city properties. That includes: 8 N Hyland; the current city hall campus; a portion of the 70 N Pioneer St campus; and the northeastern corner of Rolling Rock Park, as contemplated in the Parks Master Plan and Downtown Master Plan.

Budget impact:

25 year loan at 2.17% interest for \$230,224. Total annual payment is \$12,028, with first payment due a year after project completion date.

Department or Council sponsor:

Administration

Attachments:

Resolution #779; financing contract

Meeting date:	04/19/2022
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CITY OF LOWELL, OREGON

RESOLUTION 779

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

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

A. The Recipient is a “municipality” within the meaning of Oregon Revised Statutes 285B.410(9).

B. Oregon Revised Statutes 285B.410 through 285B.482 (the “Act”) authorize any municipality to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department (“OBDD”) to obtain financial assistance from the Special Public Works Fund.

C. The Recipient has filed an application with the OBDD to obtain financial assistance for a “development project” within the meaning of the Act.

D. The OBDD has approved the Recipient’s application for financial assistance from the Special Public Works Fund pursuant to the Act.

E. The Recipient is required, as a prerequisite to the receipt of financial assistance from the OBDD, to enter into a Financing Contract with the OBDD, number L22010, substantially in the form attached hereto as Exhibit 1. The project is described in Exhibit C to that Financing Contract (the “Project”).

F. Notice relating to the Recipient’s consideration of the adoption of this Resolution was published in full accordance with the Recipient’s charter and laws for public notification.

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

1. Financing Loan Authorized. The Governing Body authorizes the Mayor (the “Authorized Officer”) to execute on behalf of Recipient the Financing Contract and such other documents as may be required to obtain financial assistance (the “Financing Documents”), including a condition that the principal amount of the loan from the OBDD to the Recipient is not in excess of \$230,224 and an interest rate of 2.17% per annum. The proceeds of the loan from the OBDD will be applied solely to the “Costs of the Project” as such term is defined in the Financing Contract.

2. Sources of Repayment. Amounts payable by the Recipient are payable from the sources described in section 4 of the Financing Contract and the Oregon Revised Statutes Section 285B.437(3) which include:

- (a) The revenues of the project, including special assessment revenues;
- (b) Amounts withheld under ORS 285B.449 (1);
- (c) The general fund of the Recipient; or
- (d) Any other source.

Tax-Exempt Status. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The Recipient may enter into covenants to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as may be required by the OBDD or its bond counsel to protect the tax-exempt status of such interest.

Adopted by the City Council of the City of Lowell this 19TH day of April 2022.

AYES: ____

NOES: ____

APPROVED:

Don Bennett, Mayor

ATTEST:

Jeremy Caudle, City Recorder

SPECIAL PUBLIC WORKS FUND DEVELOPMENT PROJECT

FINANCING CONTRACT

Project Name: City Hall and Maggie Osgood Library Project

Project Number: L22010

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

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

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

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

“Estimated Project Cost” means \$515,831.

“Interest Rate” means 2.17% per annum.

“Loan Amount” means \$230,224.

“Maturity Date” means the 25th anniversary of the Repayment Commencement Date.

“Payment Date” means each December 1.

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

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

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

SECTION 2 - FINANCIAL ASSISTANCE

OBDD shall provide Recipient, and Recipient shall accept from OBDD, a non-revolving loan (the “Loan”) in an aggregate principal amount not to exceed the Loan Amount.

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

SECTION 3 - DISBURSEMENTS

A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the

Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).

- B. Financing Availability. OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Payment to Contractors. OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.

SECTION 4 - LOAN PAYMENT; PREPAYMENT

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

The Recipient authorizes OBDD to calculate accrued interest as necessary under this Contract, including for purposes of determining a loan amortization schedule or determining the amount of a loan prepayment or loan payoff. Absent manifest error, such calculations will be conclusive.
- C. Loan Payments. Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.
- D. Loan Prepayments.
 - (1) Mandatory Prepayment. The Recipient shall prepay all or part of the outstanding balance of the Loan as required by this Contract.
 - (2) Optional Prepayment. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.
- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys’ fees, then to unpaid accrued interest (in

the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.

SECTION 5 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.
 - (3) An opinion of Recipient's Counsel.
 - (4) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Special Public Works Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (5) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (6) The Recipient has delivered to OBDD (in form and substance satisfactory to OBDD) an estimated schedule of Disbursement Requests, including anticipated number, submission dates and amounts.
 - (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

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

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. The Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
 - (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

E. No Events of Default.

- (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
- (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, that relate to the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:
 - (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) State labor standards and wage rates found in ORS chapter 279C.
 - (3) OAR 123-042-0165 (5) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. The Recipient shall:

- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
- (2) Provide OBDD with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process, at least ten (10) days before advertising for bids.

- (3) Provide a copy of the bid tabulation, notice of award, and contract to OBDD within ten (10) days after selecting a construction contractor.
 - (4) Permit OBDD to conduct inspection of the Project at any time.
 - (5) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (6) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
 - (7) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a “qualified management contract” as described in IRS Revenue Procedure 97-13, as amended or supplemented.
- E. Operation and Maintenance of the Project. The Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long-term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- F. Insurance, Damage. The Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from asserting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied, to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit C, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days’ prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient’s obligations under the Financing Documents and payment of OBDD’s costs related to such assumption, and receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term “Bond Counsel” means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds]. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees otherwise in writing. If

Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by OBDD.

- H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied to prepay the outstanding balance of the Loan in accordance with section 4.D.(1).
- I. Financial Records. The Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- J. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds until the date that is three years following the later of the final maturity of the Lottery Bonds or the final maturity or redemption date of any obligation, or series of obligations, that refinanced the Lottery Bonds, or such longer period as may be required by other provisions of this Contract or applicable law. Such documentation includes, but may not be limited to, all documentation necessary to establish the uses and investment of the Loan proceeds, all construction contracts and invoices detailing the costs paid from Loan proceeds, and all contracts related to the uses of the Project, including leases, management contracts and service contracts that relate to the use of the Project.
- L. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses...” OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- N. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All

service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. The Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.

- O. Notice of Event of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- P. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- Q. Further Assurances. The Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.
- R. Exclusion of Interest from Federal Gross Income and Compliance with Code.
- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
 - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be "disproportionate related business use" or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.
 - (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.
 - (4) The Recipient shall not cause any Lottery Bonds to be treated as "federally guaranteed" for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the

Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.

- (5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD’s request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Loan and the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Loan.

SECTION 9 - DEFAULTS

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

- A. The Recipient fails to make any Loan payment when due.
- B. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the

Project or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.

- D. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
 - (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
 - (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
 - (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
 - (5) The Recipient takes any action for the purpose of effecting any of the above.
- E. The Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating OBDD's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
 - (2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
 - (3) Barring Recipient from applying for future awards.
 - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449;
 - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, to pay interest due on the Loan; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.

- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
 - (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
- (1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) The liability of the OBDD under this Contract is contingent upon the availability of moneys in the Special Public Work Fund for use in the project, and in no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

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

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

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

If to Recipient: City Administrator
City of Lowell
107 E. 3rd Street
Lowell, OR 97452

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

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

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

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

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

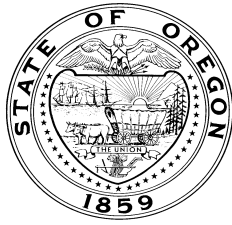
Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county).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

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

- J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

SIGNATURES TO FOLLOW

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



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



CITY OF LOWELL

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
The Honorable Don Bennett
Mayor of Lowell

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Wendy Johnson via email dated 08 March 2022
Wendy Johnson, Senior Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

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

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

“Award” means the award of financial assistance to Recipient by OBDD dated 23 January 2022.

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

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

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

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

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

“Financing Proceeds” means the proceeds of the Loan.

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

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

“ORS” means the Oregon Revised Statutes.

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

EXHIBIT B - SECURITY

Full Faith and Credit Pledge. The Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. All amounts due under this Contract are payable from and secured by all lawfully available funds of Recipient.

EXHIBIT C - PROJECT DESCRIPTION

Recipient will renovate the municipally owned 2,915 square foot building located at 70 N. Pioneer Street, to accommodate City Hall operations and the Public Library. Renovations will include:

- replacement of entrance doors
- new windows
- new flooring
- new interior and exterior paint
- renovations to the HVAC system
- replacing ductwork in the ceiling
- replacing roof
- replacing lights with energy efficient LED lighting
- restroom improvements
- installation of a security system, and
- necessary accessibility improvements

The building renovation will include a multi-purpose conference room which will be available at no charge for local businesses that need a space for meetings.

EXHIBIT D - PROJECT BUDGET

Line Item Activity	OBDD Funds	Other / Matching Funds
Engineering/Architecture	\$0	\$29,000
Construction	\$158,450	\$225,845
Construction Contingency	\$30,950	\$0
Construction Management	\$18,323	\$17,156
Legal Fees	\$1,289	\$0
Equipment, IT System, Furniture	\$0	\$11,606
Permitting, pre-construction studies	\$21,212	\$2,000
Total	\$230,224	\$285,607

Agenda Item Sheet

City of Lowell City Council

Type of item:

Contract

Item title/recommended action:

Motion to approve an "Agreement" with Bridgeway Contracting in the amount of \$450,653 for the "Maggie Osgood Library and City Hall renovation" project, and to authorize the City Administrator to sign. – Discussion/ Possible action

Justification or background:

In February, staff issued an "advertisement for bid" for the library/city hall project. Bids were due March 31. After evaluating the bids, Wilson Architecture determined that Bridgeway Contracting submitted the lowest, responsive bid. Wilson Architecture recommended awarding a contract to Bridgeway Contracting and accepting bid alternates 1 through 4 for a total contract of \$450,663. The attached "agreement" is what was included in the project manual, though with changes recommended by the city attorney. The agreement incorporates by reference several documents, which the architect will compile into a "conformed set." Included for reference is a draft of the "General Conditions - AIA A201-2017," which the agreement incorporates by reference. The "General Conditions" sets forth more specific procedures related to the relationship between the city, architect, and contractor than what is in the "agreement."

Budget impact:

Expenditure of \$450,653

Department or Council sponsor:

Administration/ Library

Attachments:

"Agreement" between city and Bridgeway Contracting; AIA A201-2017 "General Conditions"

Meeting date:

04/19/2022

SECTION 00 5200

AGREEMENT

CITY OF LOWELL

MAGGIE OSGOOD LIBRARY AND CITY HALL RENOVATION

THIS AGREEMENT is made this twentieth (20) day of April, 2022 , by and between the City of Lowell, hereinafter called Owner, and Bridgeway Contracting LLC hereinafter called Contractor, in consideration of mutual covenants hereinafter set forth, agree as follows:

1. **Work.** Contractor shall complete all work as specified in the contract documents and in accordance with the documents and drawings provided for the Project known as the Maggie Osgood Library and City Hall Renovation (Project).
2. **Materials.** Contractor will furnish all materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. **Contract Time.** The Work will commence within ten (10) calendar days after the date of the Notice to Proceed and will achieve substantial completion no later than the date stipulated in Specification Section 01 1000 - Summary, unless the period for completion is extended otherwise by the contract documents or by written agreement of the parties. Other critical milestone dates are listed 01 1000 - Summary.
4. **Contract Price.** Owner shall pay Contractor for performance of the Work in accordance with the documents the sum of \$450,653.00 as shown in Contractor's bid. This includes the Base Bid (\$387,000.00), plus Alternate 1 (+\$13,860.00), plus Alternate 2 (+\$10,285.00), plus Alternate 3 (+\$10,945.00), plus Alternate 4 (+28,563.00).
5. **Progress Payments.** Owner shall make progress payments on the basis of the Contractor's application for payment as approved by the Owner's representative as provided herein. All progress payments shall be on the basis of progress of the Work measured by the schedule of values provided for in the General Conditions. Prior to substantial completion, progress payments will be an amount equal to not more than 95% of the Work completed and 95% of the materials and equipment not incorporated in the Work, but delivered and suitably stored, less in each case the aggregate of payments previously made. Upon substantial completion, the Owner shall pay an amount sufficient to increase total payments to Contractor to 95% of the contract price, less such amounts as the Owner shall determine in accordance with the General Conditions. Final payment shall be upon final completion and acceptance of the Work. Partial payment estimates shall be review and approved by Architect and forwarded to Owner for payment.
6. **Insurance.** Insurance coverage shall be provided in accordance with the General Conditions. Contractor shall maintain commercial general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability with a minimum combined single limit for bodily injury and property damage of not be less than \$2,000,000. Contractor shall maintain statutory workers' compensation and employer's liability insurance as required by Oregon law.
7. **Contract Documents.** The term "contract documents" means and includes the following:
 - Invitation to Bid;
 - Instructions to Bidders;
 - Bid;
 - Bid Bond;

- Construction Agreement;
 - First-Tier Subcontractor Disclosure Form;
 - Oregon Prevailing Wage Rates;
 - General Conditions - AIA A201–2017
 - Payment Bond;
 - Performance Bond;
 - Notice of Intent to Award;
 - Notice to Proceed;
 - Drawings and Specifications (Sheet Index and Table of Contents attached);
 - Change Orders;
 - Addenda; Number: 1 Dated: 3/23/2022
 - Addenda; Number: 2 Dated: 3/25/2022
 - Addenda; Number: 3 Dated: 3/28/2022
 - Addenda; Number: 4 Dated: 3/30/2022
 - Addenda; Number: 5 Dated: 3/31/2022
 - Proof of Insurance
8. Contractor's Representations. In order to induce Owner to enter into this agreement, Contractor makes the following representations:
- a. Contractor has familiarized itself with the nature and extent of the contract documents, work, locality, and with all local conditions and any federal, state, and local laws, ordinances, rules, and regulations which, in any manner, may affect cost, progress, or performance of the Work;
 - b. Contractor has studied carefully all reports, investigations, and tests of subsurface and latent physical conditions at the site which may affect cost, progress, or performance of work and which were relied upon in the preparation of the drawings and specifications;
 - c. Contractor has made or has caused to be made examinations, investigations, tests and studies of reports and related data, in addition to those referred to in paragraph (b), which Contractor deems necessary for the performance of the Work, determination of the contract price, and completion of the Project within the contract time in accordance with the other terms and conditions of the contract documents. No additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes;
 - d. Contractor has reconciled the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the contract documents;
 - e. Contractor has given the Owner's representative written notice of all conflicts, errors or discrepancies which he has discovered in the contract documents and the written resolution thereof by the Owner's representative is acceptable to the Contractor.
 - f. ORS 279C.505 (2) provides that every public improvement contract contain a condition that the Contractor shall demonstrate that an employee drug testing program is in place. The Agency's award of the Contract for which this certificate is required is conditioned, in part, upon the Bidder's demonstration of compliance with the provisions of ORS 279C.505(2).
9. Oregon Public Contracting Required Terms. Section 00 5201 of the Contract Documents contains terms that are required for public improvement contracts in the State of Oregon. As applicable to the Project, Section 00 5201 of the Contract Documents is incorporated herein and made applicable to the Project.
10. Performance Bond. For public improvement projects, Contractor shall provide a Performance Bond in a form acceptable to the City of Lowell. Each bond shall be equal to 100% of the Contract amount. The Performance Bond must be signed by the Surety's Attorney-in-fact, and the Surety's seal must be affixed to each bond. Bonds shall not be canceled without the City of Lowell's consent, nor will the City release them prior to Contract completion. Bonds must be originals – faxed or photocopied bond forms will not be accepted.

Payment for the bond premiums are the responsibility of the Contractor and are expected to be included in the Contractor's project bid. Any increase in bond premium due to a change order is also the responsibility of the Contractor and shall be reflected in the Contractor's quote for that change order.

11. Miscellaneous.

The Owner's representative is:

Jeremy Caudle
City Administrator
107 E. 3rd Street, Lowell, OR 97452

The Contractor's representative is:

Jerry Valencia
Owner
100 N. Moss Street, P.O. Box 246, Lowell, OR 97452

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party to this contract without the written consent of the parties sought to be bound; and specifically but without limitation, monies which may become due and monies which are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

This Agreement shall be binding upon all parties to the contract and their respective partners, successor, heirs, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

THIS AGREEMENT is effective on the twentieth (20) day of April, 2021

OWNER: Jeremy Caudle, City Administrator

CONTRACTOR: Jerry Valencia, Owner

By: _____

By: _____

Address for giving notices:

Address for giving notices:

107 E. 3rd Street

100 N. Moss Street, P.O. Box 246

Lowell, OR 97452

Lowell, OR 97452

ATTEST:

ATTEST:

Agent for Service of Process
License #

END OF SECTION

DRAFT



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining

provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building

information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the

site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's

capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes

remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the

time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under

Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the

Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate

Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The

Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable

by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The

foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not

constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the

endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The

Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the

Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5:

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14. TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section

15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly

consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Sample

Agenda Item Sheet

City of Lowell City Council

Type of item:	Resolution
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Item title/recommended action:

Motion to approve Resolution #780, "A resolution making appointments to the Code Committee.

Justification or background:

City Council approved an intergovernmental agreement (IGA) on February 15, 2022 with Lane Council of Governments and the Oregon Department of Transportation to implement the development code updates contemplated in the "Downtown Master Plan." The IGA supports public involvement in providing input on the development code updates through a Code Committee. The Code Committee is required to represent a cross-section of interests and groups. Staff encouraged interested members of the public to apply to serve on the Code Committee. Staff placed an advertisement in "The Bridge" encouraging interested members of the public to apply to serve on the Code Committee. Staff received 5 applications. Each of the applications is included in Resolution 780 for appointment to serve on the Code Committee. We still need a youth representative and a representative from the Lowell Fire Protection District for the committee to be complete.

Budget impact:

None

Department or Council sponsor:

Planning

Attachments:

Resolution 708; copies of applications received to serve on the committee

Meeting date:	04/19/2022
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CITY OF LOWELL, OREGON

RESOLUTION 780

A RESOLUTION MAKING APPOINTMENTS TO THE CODE COMMITTEE SHORT-TERM WORK GROUP.

The City Council of the City of Lowell finds:

A. The City Council adopted Ordinance 299 on July 16, 2019. Ordinance 299 “adopt[ed] the Lowell Downtown Master Plan as a refinement plan to the Lowell Comprehensive Plan and amend[ed] the Lowell Comprehensive plan map accordingly...”

B. The “Lowell Downtown Master Plan” includes as its first project for implementation the “updat[ing] [of] downtown zoning regulations” to “implement comprehensive plan policies.”

C. The City Council approved an intergovernmental agreement (IGA) on February 15, 2022 with Lane Council of Government (LCOG) and the Oregon Department of Transportation (ODOT) to amend the City’s downtown development code to implement the “Lowell Downtown Master Plan.”

D. The IGA requires public involvement in updating the downtown development code through a Code Committee. The Code Committee is required to have members who “should represent the following groups or interests: Planning Commission; Lowell School District; Lowell Rural Fire Protection District; youth; non-motorized transportation advocate; and downtown small business owner or other person familiar with downtown.” The Code Committee is a short-term work group whose responsibility is to “serve as the stakeholder group for the Project and provide feedback” on the proposed amendments to the development code.

E. City staff published an advertisement in “The Bridge” encouraging interested members of the public to serve on the Code Committee. The appointments made pursuant to this Resolution comprise the community members who indicated an interest in serving on the Code Committee.

[This section left intentionally blank.]

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lowell, Oregon as follows:

Section 1. The following individual are appointed to serve on the Code Committee:

Name	Group or interest represented
Bill Clingman	Non-motorized transportation advocate
Jimmy Martini	Downtown business owner
Mia Nelson	Business owner, land developer, expanding housing choices
Lisa Bee Wilson	Interested member of the public
Jason Pickett	Lowell School District

Adopted by the City Council of the City of Lowell this 19TH day of April 2022.

AYES: ____

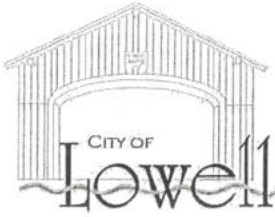
NOES: ____

APPROVED:

Don Bennett, Mayor

ATTEST:

Jeremy Caudle, City Recorder



VOLUNTEER APPLICATION

BOARDS, COMMISSIONS, AND COMMITTEES

Contact Information	
Name:	Bill Clingman
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
Place of Employment:	Retired
Occupation:	"
Educational Background:	M.S. Geology UO
Prior Civic Activities:	Code Update Committee

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

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MAR 01 2022

BY:

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.

Retired from LCOG

Motivation

Discuss your motivation for serving on this Board, Commission, or Committee.

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)	William Clingman
Signature	[Redacted]
Date	3/1/22

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



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VOLUNTEER APPLICATION
BOARDS, COMMISSIONS, AND COMMITTEES

BY:

Contact Information	
Name:	Jimmy Martini
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:	5
Place of Employment:	Bridge Town Market
Occupation:	owner
Educational Background:	BS Accounting
Prior Civic Activities:	Down Town Master Plan

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
code committee

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.

Experience in construction, business operation & have worked extensively on legal contracts

Motivation

Discuss your motivation for serving on this Board, Commission, or Committee.


I have enjoyed seeing Lowell clean up & improve for the benefit of all residents. I feel the down town plan would create a very attractive & unique experience for residents & visitors alike.

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)	Jimmy Martin
Signature	
Date	3/16/22

Our Policy

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107 East Third Street
Lowell, OR 97452
volunteer@ci.lowell.or.us



VOLUNTEER APPLICATION

BOARDS, COMMISSIONS, AND COMMITTEES

Contact Information	
Name:	Mia Nelson
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:	33 years
Place of Employment:	Kaprikorn, Lowell & Eugene
Occupation:	co-owner
Educational Background:	Bachelor of Science, Human Physiology, U of O
Prior Civic Activities:	Board Member, Land Watch Lane County 2009-2010 Willamette Valley Advocate, 1000 Friends of Oregon 2010-2017 DLCD Rule Advisory Committee (housing forecasting) 2014 Eugene Technical Resource Group (UGB planning) 2011-2015

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** Code Committee

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 spent 7 years as Willamette Valley's representative for 1000 Friends of Oregon, a non-profit land use advocacy founded in 1974 by Gov. Tom McCall. During that time I worked extensively with cities all over the valley on housing and economic planning, including code and comprehensive plan amendments and UGB expansions. I am very familiar with the challenges and opportunities of creating affordable housing. In addition, I owned a construction company for over 20 years and have developed several subdivisions, so I have an understanding of how code provisions can support or undermine housing expansion efforts.

Motivation

Discuss your motivation for serving on this Board, Commission, or Committee.


I am particularly interested in increasing housing choices. I would like to help improve Lowell's code to be more supportive of expanded housing types, especially creative approaches to multi-generational living. For example, "mother in law units" are not allowed by Lowell's code, and duplexes are severely limited. These are barriers to affordability and housing choice that could be easily solved. In addition, my family's company, Lookout Point LLC, owns about 120 acres of vacant land inside the Lowell city limits, and therefore is a major stakeholder that should be included in this process.

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.

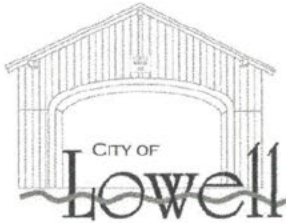
Name (printed)	Mia Nelson
Signature	
Date	3/6/22

Our Policy

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City of Lowell
P.O. Box 490
107 East Third Street
Lowell, OR 97452
volunteer@ci.lowell.or.us



VOLUNTEER APPLICATION

BOARDS, COMMISSIONS, AND COMMITTEES

Contact Information	
Name:	Lisa Bee Wilson
Street Address:	[REDACTED]
Mailing Address:	
City/State/Zip Code:	
Home Phone:	
Work Phone:	
E-Mail Address:	

Background	
Years of Residence in Lowell:	19
Place of Employment:	Lane County
Occupation:	Supervisor
Educational Background:	BA UC Berkeley
Prior Civic Activities:	18 yrs - Lowell Quilt Show 2 yrs - Parks Committee 6 yrs - Fire Dept Budget Committee

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 *code committee*

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MAR 28 2022

BY:

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.

Management (public, private, & nonprofit, & business owner)
25 yrs

Motivation

Discuss your motivation for serving on this Board, Commission, or Committee.

To be involved in Lowell's future plans and direction.

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)	Lisa Bee-Wilson
Signature	[Redacted]
Date	3-27-22

Our Policy

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volunteer@ci.lowell.or.us



VOLUNTEER APPLICATION

BOARDS, COMMISSIONS, AND COMMITTEES

Contact Information	
Name:	Jason Pickett
Street Address:	
Mailing Address:	
City/State/Zip Code:	
Home Phone:	
Work Phone:	
E-Mail Address:	
Background	
Years of Residence in Lowell:	
Place of Employment:	Lowell School District
Occupation:	MOT Director
Educational Background:	Thurston High School GRADUATE Willamette CARPENTERS TRAINING Ctr. - JOURNEYMAN CARP
Prior Civic Activities:	<ul style="list-style-type: none"> • Lowell wrestling club coach • Lowell Fire Board Budget Committee

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.

over 20+ yrs Commercial Building Experience, Code Review & Implementation

Motivation

Discuss your motivation for serving on this Board, Commission, or Committee.

I'm dedicated to improving the school district & relationships between local entities to improve this community

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)	Jason Picken
Signature	[Redacted]
Date	3/29/2022

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volunteer@ci.lowell.or.us

Agenda Item Sheet

City of Lowell City Council

Type of item:

Resolution

Item title/recommended action:

Motion to approve an "Additional professional surveying services" proposal with S&F Land Services in the amount of \$4,902 and to authorize the City Administrator to sign. –
Discussion/ Possible action

Justification or background:

City Council approved a professional services agreement with S&F Land Services for boundary and partition surveys at the October 19, 2021 meeting. Part of the scope of work included adding a partition line for the southeastern corner of 70 N Pioneer St to create a new tax lot, which the city intends to sell. S&F Land Services has completed the field work. However, after further consideration with the City Engineer, staff have determined that proceeding with a property line adjustment, as opposed to filing a partition plat, is the proper way to handle this property. The 70 N Pioneer St campus consists of 3 tax lots. This additional work would shift the lot line to split the southeastern corner into a new lot, as well as consolidating the rest of the lot. This requires writing new legal descriptions, which wasn't included in the original scope of work, necessitating an increase in professional service costs. This additional work will create a new deed for the city hall/library campus, as well as a new deed and tax lot for the southeastern corner that we will be selling. This process will allow us to circumvent the time-consuming and costly process of approving and filing a partition plat.

Budget impact:

Increase in contract cost of \$4,902

Department or Council sponsor:

Administration

Attachments:

April 14 "additional effort" proposal from S&F

Meeting date:

04/19/2022

April 14, 2022

CITY OF LOWELL

Attn: Jeremy Caudle
107 East Third Street
Lowell, OR 97425
Email: jcaudle@ci.lowell.or.us
Phone: 541-937-2157

RE: Additional Effort – Lowell Partitions and BLA – Proposal

Mr. Caudle,

On behalf of S&F Land Services, I am pleased to submit this proposal to provide additional professional surveying services for the Partition and Boundary Line Adjustment sites in Lowell, OR.

Scope of Work:

1. Legal Descriptions for Boundary Line Adjustment:
 - a. Five (5) legal descriptions and sketches
 - i. 2 Existing Parcels
 - ii. 2 Adjusted Parcels
 - iii. Transfer Parcel
2. Legal Description for Right of Way Dedication:
 - a. One (1) legal description for the right-of-way dedication at “Site A” (Rolling Rock Park).

Assumptions:

- i. This scope does NOT include:
 - a. Application with City, correspondence with City planning fore reviews/approvals
 - b. Routing the Final plat for signatures.
 - c. Deed cover language for Boundary Line Adjustment or right-of-way dedicaion

Deliverables:

- i. Signed PDFs

Fees:

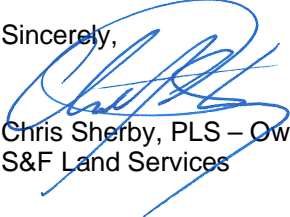
The fees for the scope of services as described above will be on a fixed fee basis. Additional services requested and approved by the Client not described herein will be billed as a Contract Addendum.

FEES	\$4,902
1. Legal Descriptions for Boundary Line Adjustment	\$4,085
2. Legal Description for Right-of-Way Dedication	\$817

EXPENSES	<i>invoiced at cost plus 10%</i>
A. Plotting and Shipping (if hard copies requested)	

If this proposal is acceptable to you, please sign a copy of this letter and return it to us as our notice to proceed. I appreciate the opportunity to provide this proposal for your consideration. If you have any questions or concerns, please feel free to call me at (503) 345-0328.

Sincerely,


 Chris Sherby, PLS - Owner
 S&F Land Services

_____ (Date Accepted)

_____ (Signature)

_____ (Name)

_____ (Title)

Agenda Item Sheet

City of Lowell City Council



Type of item:	Other
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Item title/recommended action:

Review "Renewal notification process" letter from the Oregon Liquor and Cannabis Commission for liquor license renewals. – Discussion/ Possible action

Justification or background:

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

Budget impact:

N/A

Department or Council sponsor:

N/A

Attachments:

Renewal notification process from OLCC

Meeting date:	04/19/2022
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City of Lowell
LOWELL
PO Box 490
Lowell, OR 97452

RENEWAL NOTIFICATION PROCESS

It's time again for liquor license renewals in your area. Liquor licenses are due to expire **6/30/2022**. Attached is the list of licensees who are required to submit their renewal application to local government for comment. According to our records you charge:

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

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

HOW TO MAKE A RECOMMENDATION

You have until **6/5/2022** to make your recommendation. Below are your options for renewals:

RECOMMEND APPROVAL

1. **DO NOTHING.** If you do not submit a recommendation by **6/5/2022**, the OLCC will process the renewal application as a favorable recommendation.

RECOMMEND DENIAL (see additional information on page 2)

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

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

RECEIVED
APR 05 2022

BY: 

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

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

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

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

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

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

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

<u>License No./ Premises No.</u>	<u>Tradename/Licensee/License Type</u>	<u>Premises Address & Phone</u>
Lic. 335727	ARMANDOS 3	243 N MOSS ST
Prem. 50590	GERARDO DE LA CRUZ F-COM - FULL ON-PREMISES SALES	LOWELL, OR 97452 541-937-2300

Count for LOWELL

1

