

Lowell City Council
Regular Meeting
Tuesday, August 2, 2022 at 7:00 p.m.

Lowell Rural Fire Protection District Fire Station 1
389 N. Pioneer Street, Lowell, OR 97452

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

- Joining remotely by phone, tablet, or personal computer. 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.

Public Comments

Speakers will be limited to three (3) minutes. The Council may ask questions but will not engage in discussion or make decisions based on public comment at this time. The Mayor may direct the City Administrator to follow up on comments received. When called, please state your name and address for the record.

Direct all comments to the Council through the Mayor. All speakers are expected to be polite, courteous, and respectful when making their comments. Personal attacks, insults, profanity, and inflammatory comments are prohibited.

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

Council Comments (three minutes per speaker)

Staff Reports

Old Business

1. Presentation by Regional Accelerator and Innovation Network (RAIN) – Discussion/ Action
 - a. Presentation by Robert Killen, Deputy Director, and Aqsa Khan, Lane County Venture Catalyst – 15 minutes
 - b. Questions and answers with City Council – 10 minutes
 - c. At this time, City Council may vote to approve or take any other action on the memorandum of understanding with RAIN

Recommended motion: “I move to approve a 2-year memorandum of understanding among RAIN and the City of Oakridge in the amount of \$10,000 per year, and to authorize the City Administrator to sign.”

2. Ordinance 307, “An ordinance declaring a ban on psilocybin service centers and the manufacture of psilocybin products.” – Discussion/ Action
 - a. Staff report: City Administrator Jeremy Caudle
 - b. Rescind the motion to approve a first reading by title

Recommended motion: “I move to rescind the July 19, 2022 motion to approve a first reading of Ordinance 307 by title only.”
 - c. First reading of Ordinance 307. The City Administrator will read the full text.
 - d. First reading approval of Ordinance 307

Recommended motion. “I move to approve a first reading of Ordinance 307.”
 - e. Schedule public hearing and second reading

Recommended motion. “I move to schedule a public hearing and second reading of Ordinance 307 at the August 16, 2022 city council meeting.”

New Business

1. Motion to approve Resolution 790, “A resolution authorizing an extension of the maturity of the City of Lowell, Lane County, Oregon’s full faith and credit financing agreement and note, series 2020 (taxable) and related matters.” – Discussion/ Action
2. Follow up discussion on the Land and Water Conservation grant application for Rolling Rock Park. – Discussion/ Action
3. Motion to approve Resolution 792, “A resolution to amend the ‘Utility Assistance Program.’” – Discussion/ Action

City Council Meeting Agenda

4. Motion to approve Resolution 793, "A resolution to authorize the issuance of a city credit card to the Library Director under the City of Lowell general account." – Discussion/ Action
5. Motion to approve sales order 21193 with Correct Equipment for water meters in the amount not to exceed \$41,500 and to authorize the City Administrator to sign. – Discussion/ Action
6. Discussion on development code update project timeline. – Discussion
 - a. September 28 – community meeting on proposed updates
 - b. October 18 – joint meeting with City Council and Planning Commission

Other Business

Mayor Comments

Community Comments: Limited to two (2) minutes if prior to 9:30 p.m.

Adjourn

Agenda Item Sheet
City of Lowell City Council



Type of item:	Contract
---------------	----------

Item title/recommended action:

Presentation by Regional Accelerator and Innovation Network (RAIN) – Discussion/ Action

a. Presentation by Robert Killen, Deputy Director, and Aqsa Khan, Lane County Venture Catalyst – 15 minutes

b. Questions and answers with City Council – 10 minutes

c. At this time, City Council may vote to approve or take any other action on the memorandum of understanding with RAIN

Recommended motion: "I move to approve a 2-year memorandum of understanding among RAIN and the City of Oakridge in the amount of \$10,000 per year, and to authorize the City Administrator to sign."

Justification or background:

At the July 19 meeting, City Council voted to postpone action on the memorandum of understanding (MOU) with the Regional Accelerator and Innovation Network (RAIN). This is a two-year agreement at \$10,000 per year--an increase from the previous \$7,500 per year. The City Council postponed action on this item to receive additional information prior to making a decision. That information includes answers to the following questions: Why is the annual contract cost increasing from \$7,500 to \$10,000 per year? What success has RAIN had in attracting new clients in Lowell to its training and networking events? To answer those questions, representatives from RAIN are scheduled to make a 15 minute presentation in person at the August 2 meeting. Afterwards, there will be an opportunity for questions and answers. After the presentation, City Council may approve or take any other action on the MOU.

Agenda Item Sheet
City of Lowell City Council



Type of item:	Contract
---------------	----------

Budget impact:

\$10,000 per year for 2 years. (This amount is budgeted in the 2022/2023 adopted budget.)

Department or Council sponsor:

Administration

Attachments:

MOU with Regional Accelerator and Innovation Network

Meeting date:	08/02/2022
---------------	------------

MEMORANDUM OF UNDERSTANDING

Among Regional Accelerator & Innovation Network (RAIN), City of Lowell, and City of Oakridge

1. Purpose

1.1. The purpose of this Memorandum of Agreement (MOU) is to set out the terms by which the Regional Accelerator & Innovation Network (RAIN), the City of Lowell, and the City of Oakridge (“The Parties”) will work together to continue developing and scaling up the Rural Entrepreneurial Program in the City of Lowell and the City of Oakridge.

1.2. The key contacts for this project will be **Caroline Cummings** (Executive Director) for RAIN, **Jeremy Caudle** (City Administrator of Lowell), and **Christina Hollett** (Mayor of Oakridge). The key contacts are responsible for ensuring performance of the activities and duties described in this MOU. Changes to key contacts shall be made in writing to the following addresses.

RAIN

Caroline Cummings
Chief Executive Officer
PO Box 1564
Eugene, OR 97440
541.968.2982
caroline@oregonRAIN.org

City of Lowell

Jeremy Caudle
City Administrator
107 E. 3rd Street
Lowell, OR 97452
541.937.2157
jcaudle@ci.lowell.or.us

City of Oakridge

Christina Hollett
Mayor
48370 7th St.
Oakridge, OR 97463
541-953-4624
mayorhollett@ci.oakridge.or.us

1.3. Through this MOU, the City of Lowell and the City of Oakridge **each** agree to provide RAIN \$10,000 in FY 22/23 and \$10,000 in FY 23/24. These funds will be allocated for Rural Venture Catalyst support and resources for entrepreneurs and innovators in the City of Lowell and the City of Oakridge and for creating a culture of entrepreneurship through ecosystem-building.

1.4. RAIN’s Rural Venture Catalyst shall bring entrepreneurs and potential entrepreneurs together, providing them with increased access to **people** (mentors and accomplished entrepreneurs), **programs** (workshops and accelerators), **physical assets** (space and equipment), and **capital** (access to statewide funding sources, including RAIN’s crowdfunding platform, RAINcap).

1.5. The Parties recognize that \$20,000 total per year is a significant investment in advancing the innovation economy in the City of Lowell and the City of Oakridge and further recognize that **more investment will be required to fully implement and sustain the program**. The City of Lowell and the City of Oakridge will support RAIN’s efforts to advance additional funding opportunities from foundations, counties, private corporations, the State of Oregon, and the Federal Government.

2. Duration of Agreement

2.1. This MOU will be in effect from **July 1, 2022 through June 30, 2024** and may be updated at any time through mutual written agreement of the parties.

2.2. No party may assign or transfer all or any portion of this MOU without the prior written consent of the other party.

3. Goals

3.1. Continue to sustain and elevate the regional entrepreneurial ecosystem.

3.2. Raise additional funds for Rural Venture Catalyst activities in the City of Lowell and the City of Oakridge.

3.3. Support and expand mentoring, meetups, and other events to help gather, educate, and support entrepreneurs and innovators.

3.4. Continue to activate capital in the region.

3.5. Track overall budget and report progress to funders and partners.

3.6. Maintain and expand an established database of entrepreneurs, mentors, and ecosystem stakeholders.

3.7. Continue launching and supporting previously identified and assisted startups.

3.8. Deliver wrap-around mentoring services to startups with the best potential in the City of Lowell and the City of Oakridge.

3.9 Continue identifying and building partnerships to sustain and elevate the region's entrepreneurial ecosystem.

3.10. Meet other goals, as mutually agreed-upon by The Parties.

4. RAIN's Responsibilities

4.1. RAIN shall provide ongoing training, support, and supervision to the Rural Venture Catalyst and other staff serving the City of Lowell and the City of Oakridge.

4.2. RAIN shall work collaboratively with the City of Lowell and the City of Oakridge to continue implementing its Rural Entrepreneurial Development Program, which includes tracking and supporting

ecosystem partners and key stakeholders, asset mapping, community outreach, surveying, and other investigative activities to assess culture and climate as it relates to entrepreneurship and overall community readiness to continue building and sustaining the region's entrepreneurial ecosystem.

4.3. RAIN shall monitor the overall budget and metrics for this program and report progress to the City of Lowell, the City of Oakridge, and other funders. Metrics tracked and reported shall include: number of entrepreneurs identified and assisted, number of companies identified and assisted, revenue generated by companies assisted, jobs created by companies assisted, number and type of activities hosted, mentors engaged, partners engaged, and investors engaged.

4.4. RAIN shall work collaboratively with the City of Lowell and the City of Oakridge to create and implement specific strategies to scale up an entrepreneurial ecosystem in the City of Lowell, the City of Oakridge, and the region. Within the City of Lowell and the City of Oakridge, RAIN shall:

4.4.1. Meet entrepreneurs in public spaces in their communities (i.e., coffee shops, libraries, city town halls, community centers, granges, restaurants, schools, etc.) to learn about their startup ideas and connect them to resources. These activities take the form of hosted events, workshops, and one-to-one mentoring. **They create a new social infrastructure by going to the entrepreneur, rather than requiring the entrepreneur to come to them.** Examples of recent RAIN Rural Venture Catalysts activities:

- Helping entrepreneurs navigate local and federal emergency loan and grant funds (e.g., Paycheck Protection Program, Economic Injury Disaster Loans, City and County Funds, national emergency grant programs, etc.)
- Getting entrepreneur's food products onto the shelves at national/regional retail grocers
- Assisting an entrepreneur in hiring their first employees at a living wage
- Helping an entrepreneur find the right co-founders to launch their startup
- Connecting entrepreneurs to small manufacturers to scale production
- Coaching entrepreneurs on developing and delivering investor pitches
- Raising an entrepreneur's first rounds of significant investment capital
- Ensuring entrepreneurs spend the capital they raise efficiently to reduce failure rates
- Connecting entrepreneurs to technical training resources (e.g., SBDC workshops, webinars, etc.)
- Showcasing entrepreneurs' stories to local, regional, and national media outlets
- Connecting entrepreneurs to physical spaces (e.g., kitchens, co-working, makerspaces, etc.)
- Bringing national opportunities to entrepreneurs to help expand their businesses
- Connecting entrepreneurs to state resources that will help them cover the cost of attending and exhibiting at national expos

4.4.2. Conduct interactive educational events both online and offline.

4.4.3. Find and educate angel investors.

4.4.4. Conduct and update (at least annually) “Regional Entrepreneurial Ecosystem Readiness Assessment” and “Entrepreneurial Ecosystem Elements Scorecard”.

4.4.5. Conduct (and regularly update) stakeholder and asset mapping to identify resources and gaps in the regional entrepreneurial ecosystem.

4.4.6. Conduct ongoing community outreach.

4.4.7. Track and report program metrics.

4.4.8. Provide marketing and communications support for the program.

4.4.9. Activate capital in the region, as appropriate and possible.

4.4.10. Gather and report success stories at least twice a year.

4.5. RAIN shall continue building a network of stakeholders who have a shared vision for establishing an entrepreneurial ecosystem in the City of Lowell and the City of Oakridge, including entrepreneurs, volunteers, businesses, local and regional governments, and organizations representing underserved populations.

4.6. RAIN shall provide communication and public relations support for this program.

4.7. RAIN shall work with the City of Lowell and the City of Oakridge to develop strategies for a sustainable program, including collaborative fundraising, grant writing efforts, and joint financial “asks,” where appropriate.

4.8. RAIN shall work collaboratively with the City of Lowell and the City of Oakridge to gather case study documentation, including videos, interviews, quotes, stories, and “essential questions” at community events, town halls, and forums.

5. The City of Lowell and the City of Oakridge’s Responsibilities

5.1. The City of Lowell and the City of Oakridge shall work collaboratively with RAIN to create and implement specific strategies to continue assessing, supporting, and building an entrepreneurial ecosystem in the City of Lowell and the City of Oakridge, including strategies that are innovative.

5.2. The City of Lowell and the City of Oakridge shall work with RAIN to develop strategies for a sustainable program, including collaborative fundraising, grant writing efforts, and joint financial “asks,” where appropriate.

5.3. The City of Lowell and the City of Oakridge shall help RAIN promote outreach and activities for this program by encouraging its staff and economic development partners to increase engagement with RAIN and to work collaboratively with RAIN in the ecosystem.

5.4. The City of Lowell and the City of Oakridge shall support RAIN’s communication and public relations activities for this program, as needed.

5.5. The City of Lowell and the City of Oakridge shall work collaboratively with RAIN to gather case study documentation, including videos, interviews, quotes, stories, and “essential questions” at community events, town halls, and forums.

5.6. The City of Lowell and the City of Oakridge work collaboratively with RAIN to develop and submit a sustainability plan that identifies potential sources of support and a timeline and action plan for accessing or applying to those sources.

5.7 The City of Lowell and the City of Oakridge will include language in their respective strategic plans (Comp Plans) that supports entrepreneurship, emerging businesses, and small businesses as part of building a resilient economy for the region.

5.8. The City of Lowell and the City of Oakridge shall engage with the RAIN Rural Venture Catalyst and actively support the program to foster maximum program results.

6. Payment Schedule

6.1. The City of Lowell and the City of Oakridge shall each provide \$10,000 per year for two (2) years to RAIN to scale up an entrepreneurial ecosystem in the City of Lowell and the City of Oakridge that focuses on helping startups launch and thrive.

6.1.1. The first payment shall be paid to RAIN **by August 15, 2022** in the amount of **\$10,000** by the **City of Lowell** and **\$10,000** by the **City of Oakridge**.

6.1.2. The second payment shall be paid to RAIN **by July 30, 2023** in the amount of **\$10,000** by the **City of Lowell** and **\$10,000** by the **City of Oakridge**.

6.2. The second payment shall be contingent on satisfactory progress toward the performance of the agreed-upon metrics named in Section 4.3. and on budget considerations for The Parties. The decision by the City of Lowell and the City of Oakridge about the second payment shall be made no later than May 1, 2023 to enable RAIN to address budget and contract issues.

7. Diversity, Equity, and Inclusion

7.1. Just as biodiversity strengthens natural systems, the diversity of human experience strengthens our entrepreneurial ecosystem building efforts. RAIN represents and reflects that human diversity, embracing it in all the communities where we work, in order to achieve our goals. To that end, we are committed to increasing the diversity of our staff, board, volunteers, mentors, and partners, and to fostering an inclusive network of stakeholders and partners in all kinds of communities, from rural to urban.

7.2. Equity, diversity, and inclusion is not only a best practice for business, it's a strategic imperative. Our business and strategies are enriched and made stronger by the contribution of the experiences, perspectives, and values of diverse individuals and communities. Creating an innovation economy transcends political, cultural, and social boundaries, and so must RAIN in order to expand our reach and engage more people in Oregon's entrepreneurial ecosystem.

7.3. RAIN is dedicated to providing a work environment that prioritizes fairness and respect. At RAIN, everyone is treated equally and is encouraged to achieve their fullest potential. We respect the individuality of each member of our community, and we are committed to a workplace free of any kind of discrimination based on race, color, religion, sex, age, sexual orientation, gender identity and expression, disability, national or ethnic origin, politics, or veteran status.

7.4. With a plurality of voices, RAIN will inspire more entrepreneurs and help create more jobs and revenue in Oregon. Respect, inclusion, and opportunity for people of all backgrounds, lifestyles, and perspectives will attract the best ideas and harness the greatest passion to shape a more vibrant future for all Oregonians. By honoring and celebrating the remarkable diversity of the human species, RAIN will bring new creativity, effectiveness, and leadership to our work.

8. Intellectual Property

8.1. The Parties agree that any intellectual property that is jointly-developed by the parties to this MOU may be used by both parties for non-profit, non-commercial purposes without obtaining consent from the other and without any need to account to the other.

8.2. All intellectual property that was developed independently by one party to this MOU shall be the sole property of that party, requiring written consent before it could be used by the other party.

9. Association

9.1 The Parties are not entering into a legal partnership, joint venture, commercial undertaking for monetary gain, or other such business arrangement.

9.2. The Parties shall not refer to this MOU or treat the arrangements of this MOU as a legal partnership, joint venture, commercial undertaking for monetary gain, or other such business arrangement.

9.3. The Parties shall not take any actions that would be inconsistent with the intentions of this paragraph.

10. Dispute Resolution

10.1. The Parties agree that, in the event of any dispute between them relating to this MOU, they shall first seek to resolve the dispute through informal discussions, which shall be initiated in writing.

10.2. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days from the written notice of dispute, The Parties agree to attempt to resolve the dispute by mediation.

10.3. The Parties agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration, or other dispute procedures.

10.4. Any party to this MOU may commence the mediation process by providing to the other party written notice (Initial Mediation Notice) setting forth the subject of the dispute, claim, or controversy and the relief requested.

10.5. Within ten (10) days after receipt of the Initial Mediation Notice, the other party shall deliver a written response to the initiating party's notice.

10.6. The initial mediation session shall be held within thirty (30) days after the Initial Mediation Notice.

10.7. The costs of mediation shall be shared equally by each party to the mediation.

10.8. The Parties do not waive their legal right to adjudicate this MOU in a legal forum.

11. Entirety

11.1. This MOU constitutes the entire agreement among The Parties concerning the subject matter thereof.

11.2. All prior agreements, discussions, representations, warranties, and covenants are merged herein.


11.3. There are no warranties, representations, covenants, or agreements (expressed or implied) between the parties except those expressly set forth in this agreement.

11.4. Any amendments or modifications of this agreement shall be in writing and executed by The Parties.

11.5. Electronic signatures are valid and binding.

11.6. Each person signing this MOU represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this agreement.

11.7. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of each party's responsibilities and obligations hereunder have been duly authorized and that this MOU is a valid and legal agreement binding on each party and enforceable in accordance with its terms.

For RAIN	For City of Lowell	For City of Oakridge
		
_____	_____	_____
Signature	Signature	Signature
<u>Caroline Cummings</u>	<u>Jeremy Caudle</u>	<u>Christina Hollett</u>
Name	Name	Name
<u>Chief Executive Officer</u>	<u>City Administrator</u>	<u>Mayor</u>
Title	Title	Title
<u>7/8/2022</u>	_____	_____
Date	Date	Date

Agenda Item Sheet

City of Lowell City Council



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

Item title/recommended action:

Ordinance 307, "An ordinance declaring a ban on psilocybin service centers and the manufacture of psilocybin products." – Discussion/ Action

a. Staff report: City Administrator Jeremy Caudle

b. Rescind the motion to approve a first reading by title

Recommended motion: "I move to rescind the July 19, 2022 motion to approve a first reading of Ordinance 307 by title only."

c. First reading of Ordinance 307. The City Administrator will read the full text.

d. First reading approval of Ordinance 307

Recommended motion. "I move to approve a first reading of Ordinance 307."

e. Schedule public hearing and second reading

Recommended motion. "I move to schedule a public hearing and second reading of Ordinance 307 at the August 16, 2022 city council meeting."

Justification or background:

This is to re-do the first reading of Ordinance 307 to ensure we are following the process outlined in the City Charter for adopting ordinances. At the July 19 meeting, City Council voted to approve a first reading by title. However, Chapter VIII of the City Charter requires a notice to be published in a newspaper of general circulation within the city to avoid a full reading of the ordinance. Staff did not place a notice in the newspaper prior to the first reading, so a full reading of the text was required. This was due to a misunderstanding on the part of staff on the correct process.

To correct this deficiency, staff recommend the following steps:

- (1) Approve a motion to rescind the July 19 motion to approve a first reading by title only. This will undo the first reading.
- (2) The City Administrator will then read the full text of the ordinance.
- (3) After a full reading of the text, approve a first reading.

Agenda Item Sheet
City of Lowell City Council



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

(4) Schedule a public hearing and second reading at your next available meeting on August 16. This will meet the August 19 deadline for City Council to provide me with a ballot title.

After the second reading, the next step will be for staff to publish in the newspaper a "Notice of measure and receipt of ballot title." There will then be a 7-day period where a citizen can challenge the ballot title. Afterwards, staff will turn in a "Notice of measure election" to the County Elections Official.

Budget impact:

N/A

Department or Council sponsor:

City Council

Attachments:

Ordinance 307; ballot title; question; summary; and explanatory statement.

Meeting date:	08/02/2022
---------------	------------

CITY OF LOWELL

ORDINANCE 307

AN ORDINANCE DECLARING A BAN ON PSILOCYBIN SERVICE CENTERS AND THE MANUFACTURE OF PSILOCYBIN PRODUCTS.

WHEREAS, in November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act (codified at ORS 475A), which allows for the manufacture, delivery and administration of psilocybin at licensed facilities; and

WHEREAS, ORS 475A.235 provides that the Oregon Health Authority will regulate the manufacturing, transportation, delivery, sale and purchase of psilocybin products and the provision of psilocybin services in the state; and

WHEREAS, the Oregon Health Authority has initiated a rulemaking process to implement the state's psilocybin regulatory program and intends to begin accepting applications for psilocybin-related licenses on January 2, 2023; and

WHEREAS, as of July 19, 2022, the Oregon Health Authority has not completed the rulemaking process for implementing the state's psilocybin regulatory program, and the City of Lowell is uncertain how the manufacture, delivery and administration of psilocybin at licensed psilocybin facilities will operate within the city; and

WHEREAS, ORS 475A.718 provides that a city council may adopt an ordinance to be referred to the electors of the city prohibiting the establishment of state licensed psilocybin product manufacturers and/or psilocybin service centers in the area subject to the jurisdiction of the city; and

WHEREAS, the City of Lowell City Council believes that prohibiting psilocybin product manufacturers and psilocybin service centers within the city's jurisdictional boundaries to enable the adoption of the state's psilocybin licensing and regulatory program and to allow the city to adopt reasonable time, place, and manner regulations on the operation of psilocybin facilities is in the best interest of the health, safety and welfare of the people of City of Lowell; and

WHEREAS, the City Council seeks to refer to the voters of City of Lowell the question of whether to establish a ban on state-licensed psilocybin product manufacturers and psilocybin service centers within the city's jurisdictional boundaries.

NOW, THEREFORE, the City of Lowell ordains as follows:

Section 1. Prohibition.

The establishment of psilocybin product manufacturers licensed under ORS 275A.290 and psilocybin service centers licensed under ORS 475A.305 is prohibited in the City of Lowell.

Section 2. Referral.

This ordinance is referred to the electors of the City of Lowell for approval at the next statewide general election on November 8, 2022.

Section 3. Effective Date.

This ordinance takes effect and becomes operative 30 days after the day on which it is approved by a majority of voters.

First reading this ___ day of _____, 2022.

Second reading and passage by this Council this ___ day of _____, 2022.

Signed by the Mayor this ___ day of _____, 2022.

ATTEST:

SIGNED:

Jeremy Caudle, City Recorder

Don Bennett, Mayor

BALLOT TITLE

Prohibits psilocybin-related businesses within City of Lowell.

QUESTION

Shall the City of Lowell prohibit psilocybin-related businesses within the City of Lowell?

SUMMARY

State law allows operation, manufacture, distribution and possession of psilocybin and psilocin. State law provides that a city council may adopt an ordinance to be referred to the voters to prohibit the establishment of any of those registered or licensed activities. Approval of this measure would prohibit the establishment of psilocybin product manufacturers and psilocybin service center operators within the area subject to the jurisdiction of the city.

EXPLANATORY STATEMENT

Approval of this measure would prohibit the establishment and operation of psilocybin-related businesses within the city. A city council may adopt an ordinance prohibiting the establishment of psilocybin related businesses within the city or, but the council must refer the ordinance to the voters at a statewide general election. The City of Lowell city council has adopted an ordinance prohibiting the establishment of psilocybin-related businesses within the city and, as a result, has referred this measure to the voters. If approved, this measure would prohibit psilocybin-related businesses within the city.

Agenda Item Sheet

City of Lowell City Council

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

Item title/recommended action:

Motion to approve Resolution 790, "A resolution authorizing an extension of the maturity of the City of Lowell, Lane County, Oregon's full faith and credit financing agreement and note, series 2020 (taxable) and related matters." – Discussion/ Action

Justification or background:

City Council approved a loan with Government Capital Corporation on August 18, 2020 for \$310,000. The proceeds from that loan financed the 205/295 E. Main St. acquisition. The city is under contract to sell the property to Lowell Investment Properties. However, we are still waiting on a "no further action" letter from DEQ to satisfy the conditions of sale. Once we complete the sale, we will use the sale proceeds to pay off the loan. In the meantime, the principal on that loan is due September 22, 2022. It is possible that we will not complete the sale prior to September 22. For that reason, staff recommend extending the loan for another year. Government Capital Corporation has said they will extend the loan for a maximum of one year. Additional costs include a bank fee of \$4,003 and bond attorney fees of \$3,500.

Budget impact:

Bank fee of \$4,003; bond attorney fees of \$3,500; maximum additional interest payments of \$8,004. Total principal due in September 2023.

Department or Council sponsor:

Administration

Attachments:

Resolution 790; first amendment to financing agreement; first amendment to full faith and credit note.

Meeting date:	08/02/2022
---------------	------------

RESOLUTION NO. 790

A RESOLUTION AUTHORIZING AN EXTENSION OF THE MATURITY OF THE CITY OF LOWELL, LANE COUNTY, OREGON'S FULL FAITH AND CREDIT FINANCING AGREEMENT AND NOTE, SERIES 2020 (TAXABLE) AND RELATED MATTERS

WHEREAS, the Council of the City of Lowell, Lane County, Oregon (the "City") finds:

A. The City is authorized pursuant to the Constitution and laws of the State of Oregon, namely, Oregon Revised Statutes ("ORS") Section 271.390 to enter into financing agreements to finance real and personal property which the City determines is needed; and

B. On August 18, 2020 the Council of the City adopted Resolution 752 authorizing a full faith and credit financing in an amount not to exceed \$310,000; and

C. On September 22, 2020 the City issued its Full Faith and Credit Financing Agreement and Note, Series 2020 (Taxable) in the principal amount of \$307,977.50 (collectively, the "Series 2020 Note"), which matures September 22, 2022; and

D. The City desires to extend the final maturity of the Series 2020 Note for an additional one year period; and

E. The owner of the Series 2020 Note has agreed to extend the maturity of the Series 2020 Note for an additional one year period; and

F. It is in the best interest of the City to extend the final maturity of the Series 2020 Note and to pay all costs incidental thereto.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF LOWELL, LANE COUNTY, OREGON RESOLVES AS FOLLOWS:

Section 1. Extension of Maturity of Note. The Council authorizes the extension of the maturity of the Series 2020 Note and the execution of an amendment to the Series 2020 Note (the "2022 Note Amendment"). The City authorizes the City Administrator or the Mayor (the "Authorized Representative") to determine and designate the final maturity date, such other provisions as are deemed necessary and desirable for the 2022 Note Amendment, to act on behalf of the City to finalize the terms and financing documents and to execute on behalf of the City all documents required in order to extend the maturity of the Series 2020 Note.

Section 2. Incorporate by Reference. All other terms and conditions of Resolution No. 752 and the Series 2020 Note not inconsistent with the provisions hereof are incorporated herein by reference.

Section 3. Appointment of Note Counsel. The City does appoint the law firm of Mersereau Shannon LLP as Note Counsel to the City for the issuance of the 2022 Note Amendment.

This resolution shall take effect immediately upon its adoption by the Council of the City.

DATED this 2nd day of August, 2022.

Don Bennett
Mayor

Attest:

Jeremy Caudle
City Administrator

**FIRST AMENDMENT TO FULL FAITH AND CREDIT NOTE, SERIES 2020
(TAXABLE)**

THIS FIRST AMENDMENT TO FULL FAITH AND CREDIT NOTE, SERIES 2020 (TAXABLE) (this “First Amendment to Note”) is entered into as of August 2, 2022, by the CITY OF LOWELL, Lane County, Oregon (“Borrower”), and consented to by GOVERNMENT CAPITAL CORPORATION (“Lender”), owner of the Note.

RECITALS

WHEREAS, Borrower is currently indebted to Lender pursuant to the terms and conditions of that certain Financing Agreement (the “Agreement”) and that certain Full Faith and Credit Note, Series 2020 (Taxable) (the “Note”), both being between the Borrower and Lender and both dated as of September 22, 2020.

WHEREAS, Lender and Borrower have agreed to extend the Maturity Date set forth in the Agreement and the Note and have agreed to amend the Agreement and the Note to reflect said change.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Note shall be amended as follows:

1. The Maturity Date of the Note is hereby amended to be September 22, 2023.
2. The payment schedule for the Note is revised to read as follows:

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	10/22/2020	\$667.28	\$667.28	\$0.00	N/A
2	11/22/2020	\$667.28	\$667.28	\$0.00	N/A
3	12/22/2020	\$667.28	\$667.28	\$0.00	N/A
4	1/22/2021	\$667.28	\$667.28	\$0.00	N/A
5	2/22/2021	\$667.28	\$667.28	\$0.00	N/A
6	3/22/2021	\$667.28	\$667.28	\$0.00	N/A
7	4/22/2021	\$667.28	\$667.28	\$0.00	\$307,977.50
8	5/22/2021	\$667.28	\$667.28	\$0.00	\$307,977.50
9	6/22/2021	\$667.28	\$667.28	\$0.00	\$307,977.50
10	7/22/2021	\$667.28	\$667.28	\$0.00	\$307,977.50
11	8/22/2021	\$667.28	\$667.28	\$0.00	\$307,977.50
12	9/22/2021	\$667.28	\$667.28	\$0.00	\$307,977.50
13	10/22/2021	\$667.28	\$667.28	\$0.00	\$307,977.50
14	11/22/2021	\$667.28	\$667.28	\$0.00	\$307,977.50
15	12/22/2021	\$667.28	\$667.28	\$0.00	\$307,977.50

16	1/22/2022	\$667.28	\$667.28	\$0.00	\$307,977.50
17	2/22/2022	\$667.28	\$667.28	\$0.00	\$307,977.50
18	3/22/2022	\$667.28	\$667.28	\$0.00	\$307,977.50
19	4/22/2022	\$667.28	\$667.28	\$0.00	\$307,977.50
20	5/22/2022	\$667.28	\$667.28	\$0.00	\$307,977.50
21	6/22/2022	\$667.28	\$667.28	\$0.00	\$307,977.50
22	7/22/2022	\$667.28	\$667.28	\$0.00	\$307,977.50
23	8/22/2022	\$667.28	\$667.28	\$0.00	\$307,977.50
24	9/22/2022	\$667.28	\$667.28	\$0.00	\$307,977.50
25	10/22/2022	\$667.28	\$667.28	\$0.00	\$307,977.50
26	11/22/2022	\$667.28	\$667.28	\$0.00	\$307,977.50
27	12/22/2022	\$667.28	\$667.28	\$0.00	\$307,977.50
28	1/22/2023	\$667.28	\$667.28	\$0.00	\$307,977.50
29	2/22/2023	\$667.28	\$667.28	\$0.00	\$307,977.50
30	3/22/2023	\$667.28	\$667.28	\$0.00	\$307,977.50
31	4/22/2023	\$667.28	\$667.28	\$0.00	\$307,977.50
32	5/22/2023	\$667.28	\$667.28	\$0.00	\$307,977.50
33	6/22/2023	\$667.28	\$667.28	\$0.00	\$307,977.50
34	7/22/2023	\$667.28	\$667.28	\$0.00	\$307,977.50
35	8/22/2023	\$667.28	\$667.28	\$0.00	\$307,977.50
36	9/22/2023	<u>\$308,644.78</u>	<u>\$667.28</u>	<u>\$307,977.50</u>	\$0.00
Grand Totals		\$331,999.58	\$24,022.08	\$307,977.50	

3. This First Amendment to Note and the amendment to the Agreement are authorized by City Resolution No. 790 adopted on August 2, 2022.

4. Borrower hereby remakes all representations and warranties contained in the Note and reaffirms all representations and covenants set forth therein. Borrower further certifies that as of the date of this First Amendment to Note there exists no Event of Default as defined in the Agreement, nor any condition, act or event which with the giving of notice or the passage of time or both would constitute any such Event of Default.

5. This First Amendment to Note may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Borrower has caused this First Amendment to Note to be executed as of the day and year first written above.

**CITY OF LOWELL
LANE COUNTY, OREGON**

By: _____
Authorized Representative

CONSENTED TO:

GOVERNMENT CAPITAL CORPORATION

By: _____
Authorized Representative

FIRST AMENDMENT TO FINANCING AGREEMENT

THIS FIRST AMENDMENT TO FINANCING AGREEMENT (the “First Amendment to Financing Agreement”) is entered into as of August 2, 2022, by and between the CITY OF LOWELL, Lane County, Oregon (“Borrower”), and GOVERNMENT CAPITAL CORPORATION (“Lender”).

RECITALS

WHEREAS, Borrower is currently indebted to Lender pursuant to the terms and conditions of that certain Financing Agreement (the “Agreement”) and that certain Full Faith and Credit Note, Series 2020 (Taxable) (the “Note”), both being between the Borrower and Lender and both dated as of September 22, 2020.

WHEREAS, Lender and Borrower have agreed to certain changes in the terms and conditions set forth in the Agreement and the Note and have agreed to amend the Agreement and the Note to reflect said changes.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Agreement shall be amended as follows:

1. Section 1 of the Agreement is amended by amending and restating in its entirety the following definitions:

“**First Amendment to Note**” means the First Amendment to Full Faith and Credit Note, Series 2020 (Taxable) dated August 22, 2022.

“**First Amendment to Financing Agreement**” means this First Amendment to Financing Agreement dated August 22, 2022.

“**Maturity Date**” means September 22, 2023.

“**Resolution**” means, collectively, the City’s Resolution No. 752 adopted August 18, 2020 authorizing the Note and the City’s Resolution No. 790 adopted August 2, 2022 authorizing the First Amendment to Note and the First Amendment to Financing Agreement.

2. Exhibit A of the Agreement, the Schedule of Payments & Early Redemption Value, is revised to read as follows:

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	10/22/2020	\$667.28	\$667.28	\$0.00	N/A
2	11/22/2020	\$667.28	\$667.28	\$0.00	N/A
3	12/22/2020	\$667.28	\$667.28	\$0.00	N/A
4	1/22/2021	\$667.28	\$667.28	\$0.00	N/A
5	2/22/2021	\$667.28	\$667.28	\$0.00	N/A
6	3/22/2021	\$667.28	\$667.28	\$0.00	N/A
7	4/22/2021	\$667.28	\$667.28	\$0.00	\$307,977.50

8	5/22/2021	\$667.28	\$667.28	\$0.00	\$307,977.50
9	6/22/2021	\$667.28	\$667.28	\$0.00	\$307,977.50
10	7/22/2021	\$667.28	\$667.28	\$0.00	\$307,977.50
11	8/22/2021	\$667.28	\$667.28	\$0.00	\$307,977.50
12	9/22/2021	\$667.28	\$667.28	\$0.00	\$307,977.50
13	10/22/2021	\$667.28	\$667.28	\$0.00	\$307,977.50
14	11/22/2021	\$667.28	\$667.28	\$0.00	\$307,977.50
15	12/22/2021	\$667.28	\$667.28	\$0.00	\$307,977.50
16	1/22/2022	\$667.28	\$667.28	\$0.00	\$307,977.50
17	2/22/2022	\$667.28	\$667.28	\$0.00	\$307,977.50
18	3/22/2022	\$667.28	\$667.28	\$0.00	\$307,977.50
19	4/22/2022	\$667.28	\$667.28	\$0.00	\$307,977.50
20	5/22/2022	\$667.28	\$667.28	\$0.00	\$307,977.50
21	6/22/2022	\$667.28	\$667.28	\$0.00	\$307,977.50
22	7/22/2022	\$667.28	\$667.28	\$0.00	\$307,977.50
23	8/22/2022	\$667.28	\$667.28	\$0.00	\$307,977.50
24	9/22/2022	\$667.28	\$667.28	\$0.00	\$307,977.50
25	10/22/2022	\$667.28	\$667.28	\$0.00	\$307,977.50
26	11/22/2022	\$667.28	\$667.28	\$0.00	\$307,977.50
27	12/22/2022	\$667.28	\$667.28	\$0.00	\$307,977.50
28	1/22/2023	\$667.28	\$667.28	\$0.00	\$307,977.50
29	2/22/2023	\$667.28	\$667.28	\$0.00	\$307,977.50
30	3/22/2023	\$667.28	\$667.28	\$0.00	\$307,977.50
31	4/22/2023	\$667.28	\$667.28	\$0.00	\$307,977.50
32	5/22/2023	\$667.28	\$667.28	\$0.00	\$307,977.50
33	6/22/2023	\$667.28	\$667.28	\$0.00	\$307,977.50
34	7/22/2023	\$667.28	\$667.28	\$0.00	\$307,977.50
35	8/22/2023	\$667.28	\$667.28	\$0.00	\$307,977.50
36	9/22/2023	<u>\$308,644.78</u>	<u>\$667.28</u>	<u>\$307,977.50</u>	\$0.00
Grand Totals		\$331,999.58	\$24,022.08	\$307,977.50	

3. This First Amendment to Financing Agreement is authorized by the Resolution.

4. Borrower hereby remakes all representations and warranties contained in the Agreement and reaffirms all covenants set forth therein. Borrower further certifies that as of the date of this First Amendment to Financing Agreement there exists no Event of Default as defined in the Agreement, nor any condition, act or event which with the giving of notice or the passage of time or both would constitute any such Event of Default.

5. The City shall pay the fees and costs of Note Counsel in the amount of \$3,500 and any other expenses and costs which the City incurs in connection with this First Amendment to Financing Agreement, including but not limited to a bank fee of \$4,003.71 payable to Southside Bank (as assignee to Government Capital Corporation). This Amendment shall only become effective upon the receipt of said bank fee and the regularly scheduled Note payment of \$667.28 due on 8/22/2023.

6. This First Amendment to Financing Agreement the may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Financing Agreement to be executed as of the day and year first written above.

**CITY OF LOWELL
LANE COUNTY, OREGON**

GOVERNMENT CAPITAL CORPORATION

By: _____
Authorized Representative

By: _____
Authorized Representative

Agenda Item Sheet

City of Lowell City Council



Type of item:	Discussion
---------------	------------

Item title/recommended action:

Follow up discussion on the Land and Water Conservation grant application for Rolling Rock Park. – Discussion/ Action

Justification or background:

This is to report back to City Council on my July 20 meeting with the Grant Program Coordinator with the Land and Water Conservation Fund (LWCF) program through the National Park Service. My recommendation is not to withdraw the application at this time. I also recommend spending the next few months rethinking the project and funding strategies, in collaboration with City Council and the Parks Committee, prior to making any final decisions.

BASIS FOR THE RECOMMENDATION

The Grant Program Coordinator stated that there isn't a definite timeline from the National Park Service on when we need to start the project. The Grant Program Coordinator stated that it is a possibility for the city to try again for a LGGP grant during their 2023 cycle, which will open in January. She also stated that it is possible to reduce the project scope if the available grant opportunities won't fund the full \$750,000 of phase 1. The application has already been vetted and approved through a funding recommendation committee and the National Park Service. As such, the project scope is likely limited to the current application. Based on this application, the Grant program Coordinator advised that the funding committee would likely prioritize the playground and poured-in-place surfacing first (\$131,212). After that, shade trees and other vegetation would be the next highest priority (\$5,400). That would be a total \$136,612 project.

One option is to pursue a LGGP "small grant," which has a maximum of \$75,000, as opposed to the "large grant" that we have been seeking. The small grant doesn't go to the full funding committee. It is instead reviewed and scored by staff. We may have a better chance of securing funding through the small grant program.

Agenda Item Sheet

City of Lowell City Council



Type of item:	Discussion
---------------	------------

The project would then have funding of \$75,000 from LGGP, \$75,000 from LWCF, for a total project of \$150,000. This would enable us to complete the playground, poured-in-place surfacing, and planting shade trees and other vegetation. Alternatively, we could try again for the large grant to do the complete phase 1. Or, we could withdraw the application and start over with a blank slate. My recommendation is to complete the 70 N. Pioneer St. project then pivot to the parks. It is not urgent for us to make a decision now. In the meantime, my recommendation is to keep our LWCF application open as it currently stands.

SUMMARY FOR BACKGROUND INFO

Here is a summary of how we got to this point. The city submitted its LWCF application in the spring of 2020. The application included a project scope that incorporated recommendations from the "Parks Master Plan" that had, at the time, recently been completed. The LWCF grant requires a dollar-for-dollar match. At the same time, the city submitted a grant application for the Local Government Grant Program (LGGP) through Oregon State Parks. The LGGP grant requires a 30% match. The strategy at the time was for these grants to match each other so that the project would be 100% grant funded. Due to delays in funding and staffing from COVID-19, both agencies did not review the applications until early 2021, when the new City Administrator started. In February 2021, LGGP informed the city that its application was not selected for funding. In April 2021, LWCF informed the city that it is required to complete a cultural resources study from a qualified archaeologist to continue in the process. In January 2022, LWCF informed the city that its 2020 application was recommended for funding to NPS. Also in January 2022, City Council provided direction to seek 100% grant funding for the project. In February 2022, the City Administrator, LWCF Grant Coordinator, and LGGP Grant Coordinator discussed the city's project and strategy to match the two grants together. In April 2022, the City Administrator submitted a new, 2022 LGGP application. In July, after presenting the application to the review committee, LGGP informed the city that its application was again not selected for funding.

Shortly thereafter, the City Administrator meets with the LWCF Grant Program Coordinator to discuss a way forward since we did not receive the LGGP grant.

Agenda Item Sheet
City of Lowell City Council



Type of item:	Discussion
---------------	------------

Budget impact:

N/A

Department or Council sponsor:

Parks and Recreation

Attachments:

N/A

Meeting date:	08/02/2022
---------------	------------

Agenda Item Sheet

City of Lowell City Council

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

Item title/recommended action:

Motion to approve Resolution 792, "A resolution to amend the 'Utility Assistance Program.'" – Discussion/ Action

Justification or background:

The City Council passed Resolution 791 at the last meeting. This resolution indefinitely extends the "Public Utility Assistance Program." At the last meeting, City Council appeared interested in increasing the benefit from a 25% reduction to a 30% reduction. That's what Resolution 792 would do, if approved. Resolution 792 is presented here for your review. It includes a "findings" section that recounts the history of the program. The resolution would be effective as of August 1, and it would supersede all previous resolutions related to the program. At the last meeting, I reported that the benefit applies to the entire bill. After further review, this is incorrect. The benefit applies to the base, monthly rate, not the volumetric rate. Resolution 746, which established the program, applied the benefit only to the base rate. It is my recommendation to stay with the base rate. From a financial management and natural resources management standpoint, applying the benefit to the volumetric rate could have the unintended effect of incentivizing excessive or wasteful water use.

Budget impact:

Staff will present an estimate at the August 2 meeting.

Department or Council sponsor:

Water Department

Attachments:

Resolution 792

Meeting date:	08/02/2022
---------------	------------

CITY OF LOWELL, OREGON

RESOLUTION 792

A RESOLUTION TO AMEND THE “UTILITY ASSISTANCE PROGRAM.”

The City Council of the City of Lowell finds as follows:

The City Council established a “Utility Assistance Program” on June 23, 2020 through Resolution 746. Prior to the adoption of the “Utility Assistance Program,” the City Council obtained input on the program from the Budget Committee, as well as the community through a public hearing. The “Utility Assistance Program” was intended to be a pilot program, with an expiration date of December 31, 2020. The stated purpose of the program was to provide “utility rate relief ... for low-income residents.”

Since then, the program has provided much-needed relief to low-income residents. The City Council has voted three times to extend the program: first on November 17, 2020 with Resolution 756; second on July 21, 2021 with Resolution 768; and third on July 19, 2022 with Resolution 791.

At the July 19, 2022 meeting City Council approved Resolution 791, which extends indefinitely the program that Resolution 746 established. Also at this meeting, the City Council stated its desire to make the “Utility Assistance Program” a permanent program and to increase the benefit from a 25% discount to a 30% discount. The intention of the present resolution—Resolution 792—is to do just that.

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

Section 1. A “Public Utility Assistance Program” is hereby established. The program provides a 30% reduction in the monthly fixed basic service charge for water and sewer service for residential customers. To apply for the benefit, customers must complete, sign, and turn in to the city the city’s “Utility Assistance Program Application.” To be eligible to receive the discount, the customer must meet all the following criteria:

- a) The customer must have both water and sewer service.
- b) The customer must have a household income less than 60% of the statewide median income as established by the most recently available “Annual Household Income Limits” table published by the Oregon Low Income Energy Assistance Program.
- c) The customer must demonstrate to the city that they meet the household income limit described in subsection (b) above. This can be accomplished by providing the most recent state or federal tax return, Form SSA 1099, or any other approval letter from a state or federal

agency qualifying them for programs that are based on income. Customers must validate their household income annually to the city to remain in the program.

Section 2. This Resolution is effective as of August 1, 2022.

Section 3. This Resolution supersedes Resolutions 746, 756, 791, and any other resolutions in conflict with Resolution 792.

Adopted by the City Council of the City of Lowell this 2nd day of August 2022.

AYES: ____

NOES: ____

APPROVED:

Don Bennett, Mayor

ATTEST:

Jeremy Caudle, City Recorder

Agenda Item Sheet

City of Lowell City Council

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

Item title/recommended action:

Motion to approve Resolution 793, "A resolution to authorize the issuance of a city credit card to the Library Director under the City of Lowell general account." – Discussion/ Action

Justification or background:

Staff are requesting City Council authorization to issue a city credit card to the new Library Director. Credit card use is necessary for the Library Director to make small procurements, such as office supplies, software subscriptions, and so on. The monthly purchase limit is \$2,500.

Budget impact:

N/A

Department or Council sponsor:

Library

Attachments:

Resolution 793

Meeting date:	08/02/2022
---------------	------------

CITY OF LOWELL, OREGON

RESOLUTION 794

**A RESOLUTION TO AUTHORIZE THE ISSUANCE OF
A CITY CREDIT CARD TO THE LIBRARY DIRECTOR
UNDER THE CITY OF LOWELL GENERAL ACCOUNT.**

WHEREAS, the City Council for the City of Lowell finds it necessary for Library Director Peggy O’Kane to be issued a city credit card for us in the day-to-day business of the city;

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

Section 1. Library Director Peggy O’Kane is authorized to be issued a city credit card under the City of Lowell General Account.

Section 2. Library Director Peggy O’Kane is required to adhere to the City Council’s financial policies and any further direction by the City Administrator for using the issued credit card.

Adopted by the City Council this 2nd day of August 2022.

AYES: ____

NAYS: ____

APPROVED: _____

Don Bennett, Mayor

ATTEST: _____

Jeremy Caudle, City Recorder

Agenda Item Sheet

City of Lowell City Council

Type of item:	Procurement
---------------	-------------

Item title/recommended action:

Motion to approve sales order 21193 with Correct Equipment for water meters in the amount not to exceed \$41,500 and to authorize the City Administrator to sign. – Discussion/ Action

Justification or background:

This is to purchase enough water meters to complete our water replacement program. Sales order 21193 includes 100 water meters for residences, along with meters for the larger meter sizes throughout the city. These are the meters equipment with radio frequency technology. With this last purchase, staff will be able to read all meters simply by driving by them. As provided for the in recommended budget, as adopted by City Council, the city's ARPA funding will pay for the meter replacements. We spent \$29,960 on the first set of 100 meters on January 31, 2022. We spent \$29,985 on the second set of 100 meters on June 21, 2022. With this final purchase, we will have expended all of the ARPA monies that were budgeted in the Water Fund. Staff recommend approval at the August 2 meeting to avoid price increases that the vendor is anticipating.

Budget impact:

Expenditure not to exceed \$41,500, to be funded with remaining ARPA monies. The not to exceed amount includes estimated shipping charges.

Department or Council sponsor:

Water Department

Attachments:

Sales order 21193

Meeting date:	08/02/2022
---------------	------------



Correct Equipment, Inc
 14576 NE 95th St
 Redmond, WA 98052

Sales Order

Date	S.O. No.
6/21/2022	21193

Name / Address
City of Lowell 107 E 3rd ST Lowell, OR 97452

Ship To
City of Lowell 107 E 3rd ST Lowell, OR 97452

PO No.	Terms	Rep	Ship Via	Job Name
	NET 30 Days	TRO	Best Way	

Item	Description	Ordered	Rate	Invoiced	Serial #	Amount
02A-01-D18...	**Ship and Bill after July 1 02A-01-D18B-8UP AMI flowQ 2250 25 GPM 5/8" x 3/4" x 7 1/2" Config Code:801-16-002-0000-4-3-6-6-01-230-1-3-01-002	100	298.15	100		29,815.00T
02C-01-D18...	02C-01-D18D-8US AMI flowIQ 2250 55 GPM 1" x 10 3/4" Config Code:801-16-002-0000-3-3-6-6-01-230-1-3-01-002	2	398.76	2		797.52T
02L-02-D18...	02L-02-D18F-8UB AMR flowIQ 3200 120 GPM 1 1/2" (fl) x 13" Config Code:810-16-002-0010-3-3-3-3-04-230-1-3-01004	1	930.46	1		930.46T
02L-02-D18...	02L-02-D18H-8UB AMR flowIQ 3200 160 GPM 2" (fl) x 17" Config Code:810-16-002-0010-3-3-3-3-04-230-1-3-01004	7	1,196.30	7		8,374.10T

Subtotal			
Sales Tax (0.0%)			
Total			

Phone #	Fax #
425.869.1233	425.869.1033

Web Site
www.correctequipment.com



Correct Equipment, Inc
 14576 NE 95th St
 Redmond, WA 98052

Sales Order

Date	S.O. No.
6/21/2022	21193

Name / Address
City of Lowell 107 E 3rd ST Lowell, OR 97452

Ship To
City of Lowell 107 E 3rd ST Lowell, OR 97452

PO No.	Terms	Rep	Ship Via	Job Name
	NET 30 Days	TRO	Best Way	

Item	Description	Ordered	Rate	Invoiced	Serial #	Amount
Freight	Freight Estimate (prepay and add)*****Freight is only Estimated and will be adjusted upon delivery. Please note: Your freight charges may differ from the freight estimated	1	200.00	1		200.00T

Subtotal			\$40,117.08
Sales Tax (0.0%)			\$0.00
Total			\$40,117.08

Phone #	Fax #
425.869.1233	425.869.1033

Web Site
www.correctequipment.com

Agenda Item Sheet

City of Lowell City Council

Type of item:	Discussion
---------------	------------

Item title/recommended action:

Discussion on development code update project timeline. – Discussion
a. September 28 – community meeting on proposed updates
b. October 18 – joint meeting with City Council and Planning Commission

Justification or background:

This is to provide an update to the next steps in the downtown development code update project.

The Code Committee met on July 18 to review the first draft of revisions to the city's development code. These revisions are intended to implement the recommendations from the "2019 Downtown Master Plan." Completion of the revisions is the first deliverable on the plan's "Implementation Summary." After the Code Committee meeting, the Project Management Team met to discuss next steps. This includes a community-wide meeting to gather input and educate citizens on the proposed revisions. After that, the Planning Commission and City Council will review the proposed revisions in a joint meeting. The Project Management Team recommends holding the community meeting in the evening of September 28. The team recommends the joint Planning Commission/City Council meeting on October 18. If City Council has no objections to this schedule, staff will proceed with these meeting dates

Budget impact:

N/A

Department or Council sponsor:

Administration

Attachments:

N/A

Meeting date:	08/02/2022
---------------	------------