

Lowell City Council
Regular Meeting and Executive Session
Tuesday, August 16, 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 are encouraged to provide comment or testimony through the following:

- Joining in person or 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.
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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 July 2022
2. Approval of the minutes for the July 19, 2022 City Council regular meeting and executive session
3. Approval of the minutes for the August 2, 2022 City Council regular meeting

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

City Council Meeting Agenda

Public Comments

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

Direct all comments to the Council through the Mayor. All speakers are expected to be polite, courteous, and respectful when making their comments. Personal attacks, insults, profanity, and inflammatory comments will not be permitted.

Council Comments (three minutes per speaker)

Staff Reports

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

Public Hearings

Old Business

New Business

1. Review quotes for library shelving – Discussion/ Possible action
 - a. Presentation by Library Director Peggy O’Kane (5 minutes)
 - b. Questions from City Council
 - c. At this time, City Council may vote to approve one of the quotes
Recommended motion: “I move to approve Quote #95781 with BroDart Library Supplies and Furnishings in the amount of \$23,364.99 and to authorize the City Administrator to sign.”
2. Other updates on the library – Discussion
 - a. Presentation by Library Director Peggy O’Kane (5 minutes)
 - i. Reestablishing the Library Committee
 - ii. ILS and Digital Library Consortium
 - iii. Opening day book collection
 - iv. Other furniture needs
3. Motion to approve an “Audit engagement letter” with Emerald CPA Group, LLP in the amount not to exceed \$15,000. – Discussion/ Possible action

City Council Meeting Agenda

4. Motion to approve an “Additional services proposal” with Wilson Architecture in the amount of \$15,600 and to authorize the City Administrator to sign. – Discussion/ Possible action
5. Motion to approve “Infrastructure contract 4432-DR-OR” with the State of Oregon Office of Emergency Management and to authorize the City Administrator to sign. – Discussion/ Possible action

Other Business

Mayor Comments

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

Recess the Regular Meeting. Executive Session to follow.

Executive Session Agenda

Executive Sessions are closed to the public. Representatives of the news media and designated staff may attend Executive Sessions. Representatives of the news media are specifically directed not to report on any of the deliberations during the Executive Session, except to state the general subject of the session as previously announced. No decision will be made in this executive session. At the end of the executive session, we will return to open session and welcome the audience back into the room.

Call to Order/Roll Call

Councilors: Mayor Bennett ___ Harris ___ Stratis ___ Weathers ___ Murray___

Executive Session:

The executive session is being held pursuant to ORS 192.660(2)(h), to consult with legal counsel concerning the legal rights and duties of the city with regards to litigation.

Adjourn the Executive Session

Reconvene the Regular Meeting

City Council Meeting Agenda

Upon returning to the Regular Meeting, the City Council may act on the following item:

- Approval of contract for legal services with Thorp, Purdy, Jewett, Urness & Wilkinson P.C.

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
17066								
17066	BB&A Enviornmental	M- 24119	1	UST Decommissioning - 205 E M	110-440-8225	.00	4,611.94	4,611.94
Total 17066:						.00		4,611.94
17067								
17067	Cascade Columbia	841462, 841	1	3 Drums Hypo, 1 drum Thio	240-490-6750	.00	857.30	857.30
17067	Cascade Columbia	841462, 841	2	Tote of Pass C	230-490-6750	.00	2,765.09	2,765.09
Total 17067:						.00		3,622.39
17068								
17068	Caselle	118365	1	Contract Support and Maintenanc	110-410-6122	.00	219.03	219.03
17068	Caselle	118365	2	Contract Support and Maintenanc	110-420-6122	.00	86.15	86.15
17068	Caselle	118365	3	Contract Support and Maintenanc	110-440-6122	.00	16.87	16.87
17068	Caselle	118365	4	Contract Support and Maintenanc	110-450-6122	.00	46.13	46.13
17068	Caselle	118365	5	Contract Support and Maintenanc	220-490-6122	.00	22.10	22.10
17068	Caselle	118365	6	Contract Support and Maintenanc	230-490-6122	.00	400.37	400.37
17068	Caselle	118365	7	Contract Support and Maintenanc	240-490-6122	.00	400.37	400.37
17068	Caselle	118365	8	Contract Support and Maintenanc	312-490-6122	.00	82.38	82.38
17068	Caselle	118365	9	Contract Support and Maintenanc	314-490-6122	.00	11.60	11.60
Total 17068:						.00		1,285.00
17069								
17069	Century Link	JULY 2022	1	Telephone Service	110-410-6440	.00	133.49	133.49
17069	Century Link	JULY 2022	2	Telephone Service	110-450-6440	.00	34.27	34.27
17069	Century Link	JULY 2022	3	Telephone Service	220-490-6440	.00	18.64	18.64
17069	Century Link	JULY 2022	4	Internet Service	230-490-6435	.00	75.00	75.00
17069	Century Link	JULY 2022	5	Telephone Service	230-490-6440	.00	63.90	63.90
17069	Century Link	JULY 2022	6	Telephone Service	240-490-6440	.00	177.24	177.24
Total 17069:						.00		502.54
17070								
17070	Charter Communications	0017273070	1	Internet	110-410-6435	.00	127.98	127.98
Total 17070:						.00		127.98
17071								
17071	CIS Trust	PO-LOW-I20	1	Property/Liability Renewal	110-410-6210	.00	1,923.09	1,923.09
17071	CIS Trust	PO-LOW-I20	2	Property/Liability Renewal	110-420-6210	.00	2,173.15	2,173.15
17071	CIS Trust	PO-LOW-I20	3	Property/Liability Renewal	110-440-6210	.00	318.07	318.07
17071	CIS Trust	PO-LOW-I20	4	Property/Liability Renewal	110-450-6210	.00	8.45	8.45
17071	CIS Trust	PO-LOW-I20	5	Property/Liability Renewal	230-490-6210	.00	10,462.23	10,462.23
17071	CIS Trust	PO-LOW-I20	6	Property/Liability Renewal	240-490-6210	.00	9,966.21	9,966.21
17071	CIS Trust	PO-LOW-I20	7	Property/Liability Renewal	312-490-6210	.00	3,636.94	3,636.94
Total 17071:						.00		28,488.14

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
17072								
17072	City of Lowell	JUNE W/S	1	Water Service	110-410-6420	.00	103.08	103.08
17072	City of Lowell	JUNE W/S	2	Water Service	110-420-6420	.00	270.27	270.27
17072	City of Lowell	JUNE W/S	3	Water Service	110-450-6420	.00	7.84	7.84
17072	City of Lowell	JUNE W/S	4	Water Service	220-490-6420	.00	3.14	3.14
17072	City of Lowell	JUNE W/S	5	Water Service	230-490-6420	.00	36.19	36.19
17072	City of Lowell	JUNE W/S	6	Water Service	240-490-6420	.00	971.90	971.90
17072	City of Lowell	JUNE W/S	7	Sewer Service	110-410-6425	.00	233.38	233.38
17072	City of Lowell	JUNE W/S	8	Sewer Service	110-420-6425	.00	127.88	127.88
17072	City of Lowell	JUNE W/S	9	Sewer Service	110-450-6425	.00	15.99	15.99
17072	City of Lowell	JUNE W/S	10	Sewer Service	220-490-6425	.00	6.39	6.39
17072	City of Lowell	JUNE W/S	11	Sewer Service	230-490-6425	.00	63.94	63.94
17072	City of Lowell	JUNE W/S	12	Sewer Service	240-490-6425	.00	575.46	575.46
Total 17072:						.00		2,415.46
17073								
17073	Civil West Engineering Ser	2101.020.01	1	2101.001.006.1 - 70 N Pioneer - L	110-410-6128	.00	15.60	15.60
17073	Civil West Engineering Ser	2101.020.01	2	2101.001.006.1.01 - 70 N Pioneer	110-410-6128	.00	74.25	74.25
17073	Civil West Engineering Ser	2101.020.01	3	2101.001.006.1.01 - RR Park - Pa	110-420-6128	.00	41.25	41.25
17073	Civil West Engineering Ser	2101.020.01	4	2101.001.006.1.07.5 McDougal Br	110-440-6116	.00	990.00	990.00
17073	Civil West Engineering Ser	2101.020.01	5	2101.001.006.1.07.8 - Valencia Mi	110-440-6116	.00	165.00	165.00
17073	Civil West Engineering Ser	2101.020.01	6	2101.001.006.1.07.2 - Sunset Hill	110-440-6116	.00	494.00	494.00
17073	Civil West Engineering Ser	2101.020.01	7	2101.001.006.1 70 N Pioneer - LL	110-450-6128	.00	62.40	62.40
17073	Civil West Engineering Ser	2101.020.01	8	2101.001.006.1.01 - 70 N Pioneer	110-450-6128	.00	297.00	297.00
17073	Civil West Engineering Ser	2101.020.01	9	2101.001.006.1.02 - IFA Grant Ap	230-490-6116	.00	82.50	82.50
17073	Civil West Engineering Ser	2101.020.01	10	2101.020.012 - WMP - Engienerin	430-490-6128	.00	10,041.25	10,041.25
17073	Civil West Engineering Ser	2101.020.01	11	2101.015.010 - WW - Facilities PI	440-490-6128	.00	193.50	193.50
Total 17073:						.00		12,456.75
17074								
17074	Correct Equipment, Inc.	47163	1	Meter Boxes and Lids	230-700-8540	.00	1,756.20	1,756.20
Total 17074:						.00		1,756.20
17075								
17075	Grainger	9364466228	1	Trash Bags, and Graffiti Remover	110-420-6234	.00	281.54	281.54
17075	Grainger	9364466228	2	Hydrant Wrench	230-490-6234	.00	99.04	99.04
Total 17075:						.00		380.58
17076								
17076	H & J Construction	5182	1	Water Line Repair and Excavation	230-490-6330	.00	1,903.50	1,903.50
Total 17076:						.00		1,903.50
17077								
17077	Lane Council of Governme	DUES 22-23	1	Membership Dues 2022-2023	110-410-6220	.00	1,020.00	1,020.00
Total 17077:						.00		1,020.00
17078								
17078	Lane Electric Cooperative	JUNE 2022 L	1	Electricity	110-410-6430	.00	143.89	143.89
17078	Lane Electric Cooperative	JUNE 2022 L	2	Electricity	110-420-6430	.00	233.87	233.87
17078	Lane Electric Cooperative	JUNE 2022 L	3	Electricity	110-450-6430	.00	23.98	23.98

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
17078	Lane Electric Cooperative	JUNE 2022 L	4	Electricity	110-470-6326	.00	64.69	64.69
17078	Lane Electric Cooperative	JUNE 2022 L	5	Electricity	220-490-6430	.00	9.59	9.59
17078	Lane Electric Cooperative	JUNE 2022 L	6	Electricity	230-490-6430	.00	1,295.77	1,295.77
17078	Lane Electric Cooperative	JUNE 2022 L	7	Electricity	240-490-6430	.00	2,098.67	2,098.67
17078	Lane Electric Cooperative	JUNE 2022 L	8	Electricity	312-490-6430	.00	1,085.62	1,085.62
Total 17078:						.00		4,956.08
17079								
17079	League of Oregon Cities	2022-200299	1	annual membership dues	110-410-6220	.00	1,138.34	1,138.34
Total 17079:						.00		1,138.34
17080								
17080	Lowell Mini Storage	JULY 2022	1	Storage Rental Unit #L029	314-490-6705	.00	80.00	80.00
Total 17080:						.00		80.00
17081								
17081	Mid-State Industrial Inc	0199742	1	Excavation for Sewerline on Rock	240-490-6330	.00	1,012.97	1,012.97
Total 17081:						.00		1,012.97
17082								
17082	Municode CivicPlus LLC	231512	1	Municipal Code	110-410-6128	.00	1,195.00	1,195.00
Total 17082:						.00		1,195.00
17083								
17083	Nichols, Layli	JUNE 2022	1	Consulting Services	110-410-6114	.00	351.75	351.75
17083	Nichols, Layli	JUNE 2022	2	Consulting Services	312-490-6114	.00	117.25	117.25
17083	Nichols, Layli	JUNE 2022	3	Consulting Services	230-490-6114	.00	351.75	351.75
17083	Nichols, Layli	JUNE 2022	4	Consulting Services	240-490-6114	.00	351.75	351.75
Total 17083:						.00		1,172.50
17084								
17084	Northwest Code Profession	4078	1	Building Permit Cost	220-490-6150	.00	3,487.58	3,487.58
17084	Northwest Code Profession	4078	2	Electrical Permit Cost	220-490-6152	.00	366.75	366.75
Total 17084:						.00		3,854.33
17085								
17085	OR DEQ Office of Complia	WQ/M-WR-2	1	Penalty Assessment WQ/M-WR-2	240-490-6290	.00	2,362.50	2,362.50
Total 17085:						.00		2,362.50
17086								
17086	Oregon DEQ	NICK 22-23	1	Wastwater Certification Renewal	240-490-6220	.00	120.00	120.00
Total 17086:						.00		120.00
17087								
17087	Pacific Office Automation In	5020818733	1	Postage Machine	110-410-6128	.00	41.69	41.69
17087	Pacific Office Automation In	5020818733	2	Postage Machine	230-490-6128	.00	83.37	83.37
17087	Pacific Office Automation In	5020818733	3	Postage Machine	240-490-6128	.00	83.37	83.37

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
Total 17087:						.00		208.43
17088								
17088	Professional Underground	22251.01	1	Water Line Extension - S Pioneer	230-700-8540	.00	1,147.00	1,147.00
Total 17088:						.00		1,147.00
17089								
17089	Renewable Resource Grou	149772, 149	1	Invoice 149773 BOD, TSS and E-	240-490-6755	.00	258.30	258.30
17089	Renewable Resource Grou	149772, 149	2	Invoice 149969 Bod, TSS, and E-	240-490-6755	.00	258.30	258.30
17089	Renewable Resource Grou	149772, 149	3	Invoice 149772 Bac-T	230-490-6755	.00	45.90	45.90
Total 17089:						.00		562.50
17090								
17090	SAIF Corporation	1000955734	1	Worker's Comp Allocation	110-410-5320	.00	50.61	50.61
17090	SAIF Corporation	1000955734	2	Worker's Comp Allocation	110-420-5320	.00	689.62	689.62
17090	SAIF Corporation	1000955734	3	Worker's Comp Allocation	110-440-5320	.00	30.88	30.88
17090	SAIF Corporation	1000955734	4	Worker's Comp Allocation	110-450-5320	.00	40.74	40.74
17090	SAIF Corporation	1000955734	5	Worker's Comp Allocation	110-460-5320	.00	52.32	52.32
17090	SAIF Corporation	1000955734	6	Worker's Comp Allocation	110-480-5320	.00	6.86	6.86
17090	SAIF Corporation	1000955734	7	Worker's Comp Allocation	220-490-5320	.00	8.15	8.15
17090	SAIF Corporation	1000955734	8	Worker's Comp Allocation	230-490-5320	.00	1,491.60	1,491.60
17090	SAIF Corporation	1000955734	9	Worker's Comp Allocation	240-490-5320	.00	1,507.04	1,507.04
17090	SAIF Corporation	1000955734	10	Worker's Comp Allocation	312-490-5320	.00	410.86	410.86
Total 17090:						.00		4,288.68
17091								
17091	Sanders, Tim	94	1	Monthly DRC Fee for Collections	240-490-6128	.00	300.00	300.00
Total 17091:						.00		300.00
17092								
17092	SaniPac	42470840S0	1	Refuse Services	230-490-6445	.00	48.90	48.90
17092	SaniPac	42470840S0	2	Refuse Services	240-490-6445	.00	48.91	48.91
Total 17092:						.00		97.81
17093								
17093	Southside Bank	JULY 2022	1	Main Street Property - Interest	110-800-7510	.00	667.28	667.28
Total 17093:						.00		667.28
17094								
17094	U.S. Equipment Finance	476353859	1	Copier Contract	110-410-6124	.00	147.98	147.98
Total 17094:						.00		147.98
17095								
17095	USPS	PO BOX 22-	1	Post Office Box Rental	110-410-6226	.00	170.00	170.00
Total 17095:						.00		170.00

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
17096								
17096	Verizon Wireless	9909453205	1	Cell Phone, tablet	110-410-6440	.00	89.92	89.92
17096	Verizon Wireless	9909453205	2	Cell Phone, tablet	230-490-6440	.00	107.99	107.99
17096	Verizon Wireless	9909453205	3	Cell Phone	240-490-6440	.00	67.99	67.99
Total 17096:						.00		265.90
17097								
17097	City of Lowell	JUNE 2022	1	Water Franchise fees	230-490-6760	.00	1,172.44	1,172.44
17097	City of Lowell	JUNE 2022	1	Water Franchise fees	230-490-6760	.00	1,172.44-	1,172.44- V
17097	City of Lowell	JUNE 2022	2	Sewer Franchise Fees	240-490-6760	.00	1,578.74	1,578.74
17097	City of Lowell	JUNE 2022	2	Sewer Franchise Fees	240-490-6760	.00	1,578.74-	1,578.74- V
Total 17097:						.00		.00
17098								
17098	City of Lowell	JUNE 2022	1	Water Franchise fees	230-490-6760	.00	1,172.44	1,172.44
17098	City of Lowell	JUNE 2022	2	Sewer Franchise Fees	240-490-6760	.00	1,578.74	1,578.74
Total 17098:						.00		2,751.18
17099								
17099	Bob Whitlatch	BBJ 2022.4	1	Entertainment - Dr. Delusions Illus	314-490-6864	.00	175.00	175.00
Total 17099:						.00		175.00
17100								
17100	Cash	BBJ 2022	1	Cash for info booth	314-490-6290	.00	50.00	50.00
17100	Cash	BBJ 2022	2	Cash for greased pole climb	314-490-6290	.00	180.00	180.00
17100	Cash	BBJ 2022	3	Cash - coins in the Hay	314-490-6290	.00	90.00	90.00
17100	Cash	BBJ 2022	4	Cash - library booth	314-490-6290	.00	20.00	20.00
Total 17100:						.00		340.00
17101								
17101	Chevalier, Brian	BBJ 2022.1	1	Entertainment - The Heavy Chevy	314-490-6864	.00	500.00	500.00
Total 17101:						.00		500.00
17102								
17102	Heart and Soul Production	BBJ 2022.1	1	Entertainment - Olem Alves	314-490-6864	.00	500.00	500.00
Total 17102:						.00		500.00
17103								
17103	Hunter Communications	213519	1	Internet Service	110-410-6435	.00	120.21	120.21
17103	Hunter Communications	213519	2	Internet Service	110-450-6435	.00	46.24	46.24
17103	Hunter Communications	213519	3	Internet Service	220-490-6435	.00	18.49	18.49
Total 17103:						.00		184.94
17104								
17104	Segarra Law, LLC	JULY 2022 C	1	Municipal Court Judge	110-480-6120	.00	200.00	200.00
Total 17104:						.00		200.00

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
17105								
17105	Sorseth, Craig	BBJ 2022.2	1	Entertainment - The HipBillys	314-490-6864	.00	300.00	300.00
Total 17105:						.00		300.00
17106								
17106	Whitlatch, Russ	BBJ 2022.5,	1	Entertainment - Stress Doctors	314-490-6864	.00	300.00	300.00
17106	Whitlatch, Russ	BBJ 2022.5,	2	Entertainment - Sound Provisions	314-490-6864	.00	700.00	700.00
Total 17106:						.00		1,000.00
Grand Totals:						.00		88,268.90

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
110-2125	.00	19,403.97-	19,403.97-
110-410-5320	50.61	.00	50.61
110-410-6114	351.75	.00	351.75
110-410-6122	219.03	.00	219.03
110-410-6124	147.98	.00	147.98
110-410-6128	1,326.54	.00	1,326.54
110-410-6210	1,923.09	.00	1,923.09
110-410-6220	2,158.34	.00	2,158.34
110-410-6226	170.00	.00	170.00
110-410-6420	103.08	.00	103.08
110-410-6425	233.38	.00	233.38
110-410-6430	143.89	.00	143.89
110-410-6435	248.19	.00	248.19
110-410-6440	223.41	.00	223.41
110-420-5320	689.62	.00	689.62
110-420-6122	86.15	.00	86.15
110-420-6128	41.25	.00	41.25
110-420-6210	2,173.15	.00	2,173.15
110-420-6234	281.54	.00	281.54
110-420-6420	270.27	.00	270.27
110-420-6425	127.88	.00	127.88
110-420-6430	233.87	.00	233.87
110-440-5320	30.88	.00	30.88
110-440-6116	1,649.00	.00	1,649.00
110-440-6122	16.87	.00	16.87
110-440-6210	318.07	.00	318.07
110-440-8225	4,611.94	.00	4,611.94
110-450-5320	40.74	.00	40.74
110-450-6122	46.13	.00	46.13
110-450-6128	359.40	.00	359.40
110-450-6210	8.45	.00	8.45
110-450-6420	7.84	.00	7.84
110-450-6425	15.99	.00	15.99
110-450-6430	23.98	.00	23.98
110-450-6435	46.24	.00	46.24
110-450-6440	34.27	.00	34.27
110-460-5320	52.32	.00	52.32

GL Account	Debit	Credit	Proof
110-470-6326	64.69	.00	64.69
110-480-5320	6.86	.00	6.86
110-480-6120	200.00	.00	200.00
110-800-7510	667.28	.00	667.28
220-2125	.00	3,940.83-	3,940.83-
220-490-5320	8.15	.00	8.15
220-490-6122	22.10	.00	22.10
220-490-6150	3,487.58	.00	3,487.58
220-490-6152	366.75	.00	366.75
220-490-6420	3.14	.00	3.14
220-490-6425	6.39	.00	6.39
220-490-6430	9.59	.00	9.59
220-490-6435	18.49	.00	18.49
220-490-6440	18.64	.00	18.64
230-2125	1,172.44	24,625.12-	23,452.68-
230-490-5320	1,491.60	.00	1,491.60
230-490-6114	351.75	.00	351.75
230-490-6116	82.50	.00	82.50
230-490-6122	400.37	.00	400.37
230-490-6128	83.37	.00	83.37
230-490-6210	10,462.23	.00	10,462.23
230-490-6234	99.04	.00	99.04
230-490-6330	1,903.50	.00	1,903.50
230-490-6420	36.19	.00	36.19
230-490-6425	63.94	.00	63.94
230-490-6430	1,295.77	.00	1,295.77
230-490-6435	75.00	.00	75.00
230-490-6440	171.89	.00	171.89
230-490-6445	48.90	.00	48.90
230-490-6750	2,765.09	.00	2,765.09
230-490-6755	45.90	.00	45.90
230-490-6760	2,344.88	1,172.44-	1,172.44
230-700-8540	2,903.20	.00	2,903.20
240-2125	1,578.74	24,575.76-	22,997.02-
240-490-5320	1,507.04	.00	1,507.04
240-490-6114	351.75	.00	351.75
240-490-6122	400.37	.00	400.37
240-490-6128	383.37	.00	383.37
240-490-6210	9,966.21	.00	9,966.21
240-490-6220	120.00	.00	120.00
240-490-6290	2,362.50	.00	2,362.50
240-490-6330	1,012.97	.00	1,012.97
240-490-6420	971.90	.00	971.90
240-490-6425	575.46	.00	575.46
240-490-6430	2,098.67	.00	2,098.67
240-490-6440	245.23	.00	245.23
240-490-6445	48.91	.00	48.91
240-490-6750	857.30	.00	857.30
240-490-6755	516.60	.00	516.60
240-490-6760	3,157.48	1,578.74-	1,578.74
312-2125	.00	5,333.05-	5,333.05-
312-490-5320	410.86	.00	410.86
312-490-6114	117.25	.00	117.25
312-490-6122	82.38	.00	82.38
312-490-6210	3,636.94	.00	3,636.94
312-490-6430	1,085.62	.00	1,085.62
314-2125	.00	2,906.60-	2,906.60-

GL Account	Debit	Credit	Proof
314-490-6122	11.60	.00	11.60
314-490-6290	340.00	.00	340.00
314-490-6705	80.00	.00	80.00
314-490-6864	2,475.00	.00	2,475.00
430-2125	.00	10,041.25-	10,041.25-
430-490-6128	10,041.25	.00	10,041.25
440-2125	.00	193.50-	193.50-
440-490-6128	193.50	.00	193.50
Grand Totals:	<u>93,771.26</u>	<u>93,771.26-</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, Oregon
Minutes of the City Council Regular Session & Executive Session
July 19, 2022

The Regular Session was called to order at 7:01 PM by Mayor Bennett.

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

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

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

Public Comments: None

Council Comments: None

Public Works Report: Max Baker, Public Works Director Response from DEQ re violations last summer. DEQ did not make any changes to the outcome and the payment of \$2362.50 will remain the same. Covered bridge gate has been repaired. 201 new Meters have now been placed.

City Administrator Report: CA Caudle presented report which included Library renovation project update, including some construction changes. Hiring of Peggy O’Kane, Library Director who will start Monday July 25. Security system installed. Pilcrow Foundation grant of \$800.00 + obtained by Penny Hummel. Library will be subscribing to the Library2Go for the city to participate in the Oregon Digital Library Consortium (ODLS) the cost of this will be paid out of the Roundhouse Foundation Grant that we previously received. Approval of exterior upgrades that are being donated by the contractor.

E Main Street property update, the city closed on the Right of way July 7. Still waiting on the response from DEQ re the decommissioned tank.

Code Committee will be meeting July 18.

We were not awarded the Local Government Grant Program for the Rolling Rock Park Phase 1 project. But there may be another option still in the works.

A draft for the Water Master Plan is has been completed and forwarded to the City Council.

Filing for City Council opened June 1. The filings need to be turned into Lane County before August 30 at 4 pm.

Spoke with Lane County Emergency Management Department they are starting up their county wide Disaster planning, requested that Lowell be incorporated into the planning in order to have a certified disaster mitigation plan.

Police Report: June report provided in packet.

Old Business:

- **Councilor Harris made a motion to have a First reading by Title of Ordinance 307, “An ordinance declaring a ban on psilocybin service centers and the manufacture of psilocybin products.” Councilor Murray seconded the motion. PASS 5:0**

- **Motion made by Councilor Murray for a second reading of Ordinance 307, “An ordinance declaring a ban on psilocybin service centers and the manufacture of psilocybin products,” on August 2, 2022. Councilor Harris seconded the motion. PASS 5:0**

Public Comments: Steve Paulson of 520 Sunridge Lane, Lowell. Speaking in opposition to Ordinance 307

- **Councilor Stratis made a Motion to accept a Lane County Community and Economic Development grant in the amount of \$50,000 for a new multi-purpose conference space, and to authorize the City Administrator to sign the grant award letter. – seconded by Councilor Murray PASS 5:0**
- **“Motion to approve a Memorandum of Understanding among Regional Accelerator and Innovation Network (RAIN), City of Lowell, and City of Oakridge in the amount of \$10,000, and to authorize the City Administrator to sign” was tabled until August 2, 2022, Council Meeting**
- **Councilor Stratis made a Motion to approve an agreement with Penny Hummel for library consulting services in the amount of \$5,000 and to authorize the City Administrator to sign. Seconded by Councilor Murray PASS 5:0**
- **“Councilor Stratis made a Motion to approve Resolution 791, “A resolution to indefinitely extend the ‘Utility Assistance Program’ established by Resolution 746.” Seconded by Councilor Harris. PASS 5:0**
- **Council Weathers stated “I move to authorize the City Administrator to submit the following issues for inclusion in the League of Cities ‘2023 Legislative Priorities Ballot (4) Community Resiliency and Wildfire Planning, (8) Address Measure 110 Shortcomings, (20) Incentives for Broadband Affordability, Adoption and Consumer Protections, (25) Funding for Recovery of Abandoned Recreational Vehicles, (26) Water Utility Rate and Fund Assistance this was seconded by Councilor Stratis. PASS 5:0**

Regular meeting recessed at 8:02pm

Executive Session called to order at 8:04 pm

The **Executive Session** was called to order at 8:04 PM by Mayor Bennett.

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

Staff Present: CA Jeremy Caudle present for part 1

- **This executive session is being held pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions.**

- **To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee, or staff member who does not request an open hearing, pursuant to ORS 192.660(2)(i) – City Administrator performance evaluation.**

Adjourn the Executive Session: 9:03 PM

Reconvene Regular Session: 9:04 PM

- **Councilor Harris made a Motion to affirm that the City Administrator is meeting job performance expectations and to authorize a salary adjustment of 3%, effective for the July 16, 2022 pay period. Second by Councilor Murray. PASS 5:0 CA**
Caudle thanked the council for their vote of confidence and stated he is enjoying working with everyone.

Adjourn: 9:06 PM

Approved: _____
Don Bennett, Mayor

Date

Attest: _____
Jeremy Caudle, City Recorder

Date



City Administrator's Office
P.O. Box 490 Lowell, OR 97452
Phone: 541-937-2157
Email: admin@ci.lowell.or.us

To: Mayor Bennett and City Council
From: Jeremy Caudle, City Administrator
Date: Thursday, August 11, 2022
Re: Administrator's report for August

MEMO

This City Administrator's report covers activities since the July 19 regular meeting. A summary of major activities is as follows:

Library/city hall renovation project.

1. The general contractor's goal is to be complete on September 1. Here is an outline of my transition planning:
 - a. The transition of operations to the new facility will occur in stages. City Hall will be functioning prior to the library. I expect the library to be operational in mid to late October, depending on how quickly vendors can ship our books, shelving, and furniture. Staff will also need to complete many different projects to make the library ready for opening day. The Library Director will report on these projects later in the August 16 meeting.
 - b. Staff and I are evaluating our furniture and office equipment needs for City Hall. For now, we plan on moving current equipment and furniture into the facility. As we get closer to project completion and see how much of the project budget is left, we will prioritize our furniture and office equipment needs and bring that to City Council for approval.
 - c. I anticipate keeping older records and archives at the current City Hall building for a short time once we move. Once operations are stabilized at the new location, I will start moving those records to a climate-controlled, secured storage unit—likely in the Eugene or Springfield area.
 - d. Afterwards, we will start disposing of surplus property from the current City Hall building in anticipation of demolishing the building. We will need to complete an asbestos and hazardous materials test on the current building. I anticipate that asbestos is in the current building, which will require removal. The alternative would be to sell the current property as-is. We can figure that out later in the year or in early 2023.
 - e. Some of the last touches include ordering and installing the donor bricks and donor wall. I will start evaluating options for these items in September. Once

we open the library, I plan on holding a community celebration and ribbon cutting ceremony.

2. Change orders. There has only been one change to the change order log since my last report. This change is to add lighting to the exterior of the building. The contractor has not yet provided pricing for the outstanding change orders. In my conversations with the architect, however, we anticipate the cost of all change orders to be much less than the \$25,000 that we budgeted for change order contingencies. Since we are nearing project completion, I do not anticipate any other major change orders.
3. Staff received the third pay application this week. The architect is reviewing the pay application, and he will input the financial information in his budget tracking spreadsheet. After this pay application, the remaining amount to be spent is approximately \$162,000.
4. We have not yet made a draw request for our Business Oregon loan, as we are expending our cash from grants, donations, and property sales first. I anticipate making our first draw request soon—likely with this latest pay application.

E. Main Street Property.

1. I contacted DEQ for an update on the UST decommissioning. On August 2, they acknowledged that they are aware that we are under contract. In their response, they stated, “Considering the pending property transaction, we will consider this site a high priority for project manager assignment. Unfortunately, we have been experiencing a heavy workload lately, and even high priority sites should expect to wait 3-4 months for a project manager to be assigned.” They also stated, “I did a quick read through of the decommissioning report and it appears that further delineation and cleanup may be required to bring this site to closure.”
2. We need to prepare ourselves for the possibility that additional work and months of waiting will be required before we can obtain a “No further action” determination.
3. I forwarded the loan extension paperwork to Government Capital Corporation to complete the financing agreement. With this new information from DEQ, however, I will start planning for a long-term loan to refinance our current loan.

Other items.

1. I will send the property line adjustment for 70 N. Pioneer St. to Lane County next week for filing. This is for land use application that you approved at the June 21 meeting. Once Lane County processes the property line adjustment, we will be ready to place the new parcel on the market for sale. In the meantime, I will need to have a fencing company move the section of fence along N. Hyland Lane.
2. My goal is to put the partition plats for Rolling Rock Park and the current City Hall campus on the September 7 Planning Commission agenda. For Rolling Rock Park, we

will need to figure out how and where to relocate the forestry equipment on the northeastern quadrant of the park—the section that we will be selling.

3. The Blackberry Jam Committee will meet at 6:00 pm on August 18 to review this year's festival. This includes a discussion of what went well, along with opportunities for improvement.
4. The Planning Commission will meet on September 7 to review 2 land use applications. The first is the city partition plat that I just mentioned. The second is a proposed mixed-use development on North Shore Dr.

Agenda Item Sheet

City of Lowell City Council

Type of item:	Procurement
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Item title/recommended action:

Review quotes for library shelving – Discussion/ Possible action a.Presentation by Library Director Peggy O’Kane (5 minutes) b.Questions from City Council c. <u>At this time, City Council may vote to approve one of the quotes</u> <u>Recommended motion: “I move to approve Quote #95781 with BroDart Library Sup-plies and Furnishings in the amount of \$23,364.99 and to authorize the City Adminis-trator to sign.”</u>

Justification or background:

Staff recommend approval of library book shelving from BroDart in the amount of \$2,364.99, which includes shipping. Staff obtained 3 quotes from companies that provide book shelving. The quotes are presented here for review. BroDart provided the quote with the lowest price. Library Director Peggy O’Kane will have a brief powerpoint presentation to illustrate the equipment contained in the BroDart quote. A tabulation of the quotes is as follows: BroDart - \$23,364.99 Technical Furniture Systems - \$40,145.39 Demco - \$33,682.65

Budget impact:

Expenditure of \$23,364.99 for library book shelving. The project budget, as included in the adopted FY 22/23 budget, includes an appropriation of \$40,000 for shelving.

Department or Council sponsor:

Library

Attachments:

Quotes from 3 companies

Meeting date:	08/16/2022
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P.O. Box 7488
 Madison, WI 53707-7488
 PH 800-462-8709 FAX 888-329-4728

QUOTATION

Reference: T2217004
 Contract/Bid ID: K05974
 Today: 8/05/22
 Quote Expiration Date: 9/06/22

NAME: Lowell Comm Library
 CONTACT: PEGGY OKANE
 PHONE: 503-676-7177
 EMAIL: pokane@ci.lowell.or.us

Line	Qty	Product	Product Description	Colors/Finished/Options	Unit Price	Discount	Ext Total
1	3	P19099990	Single Face Integral Back Fix Base Shelving, 42"Hx36"Wx12"D PLEASE NOTE: This item may not be returned unless damaged or defective.		378.49	Net	1,135.47
2	3	P19099990	Double Face Integral Back Fix Base Shelving, 42"Hx36"Wx24"D PLEASE NOTE: This item may not be returned unless damaged or defective.		599.97	Net	1,799.91
3	18	P19099990	Double Face Integral Fix Base Shelving, 66"Hx36"Wx24"D PLEASE NOTE: This item may not be returned unless damaged or defective.		839.47	Net	15,110.46
4	3	P14108040	Estey SF Periodical Shelving 3 Sloping Shelves 42"H PLEASE NOTE: This item may not be returned unless damaged or defective.	Color? * Select One * Arctic White Autumn White Black Medium Gray Champagne Putty Stone	476.68	Net	1,430.04
5	18	P19099990	Double Face Fixed Sloped Base Shelf Assembly, 36"Wx24"D PLEASE NOTE: This item may not be returned unless damaged or defective.		189.47	Net	3,410.46
6	4	P14127040	Estey SF Steel End Panel 42"H, 12"D Base PLEASE NOTE: This item may not be returned unless damaged or defective.	Color? * Select One * Arctic White Autumn White Black Medium Gray Champagne Putty Stone	143.07	Net	572.28
7	6	P14162940	Estey DF Steel End Panel 90"H,90"H, 24"D Base PLEASE NOTE: This item may not be returned unless damaged or defective.	Color? * Select One * Arctic White Autumn White Black Medium Gray Champagne Putty Stone	413.17	Net	2,479.02



P.O. Box 7488
 Madison, WI 53707-7488
 PH 800-462-8709 FAX 888-329-4728

QUOTATION

Reference: T2217004
 Contract/Bid ID: K05974
 Today: 8/05/22
 Quote Expiration Date: 9/06/22

NAME: Lowell Comm Library
 CONTACT: PEGGY OKANE
 PHONE: 503-676-7177
 EMAIL: pokane@ci.lowell.or.us

Line	Qty	Product	Product Description	Colors/Finished/Options	Unit Price	Discount	Ext Total
8	3	P19099990	Single Face Fixed Periodical Base Assembly, 36"W x 12"D PLEASE NOTE: This item may not be returned unless damaged or defective.		168.79	Net	506.37
9	6	P19099990	Sloped Display Shelf Assembly, 36"Wx12"D PLEASE NOTE: This item may not be returned unless damaged or defective.		78.49	Net	470.94
10	6	P13584900	Estey Picture Book Browsing Box 7" x 36" x 15" PLEASE NOTE: This item may not be returned unless damaged or defective.	Color? * Select One * Arctic White Autumn White Black Medium Gray Champagne Putty Stone	326.24	Net	1,957.44
11	80	P19234550	Plastic Shelf Label Holder 3/4"h x 5 1/2"w PLEASE NOTE: This item may not be returned unless damaged or defective.		1.39	Net	111.20
12	6	P12880460	Metal Card Holder Double Black 3-1/8"H x 10-1/4"W		6.49	Net	38.94
13	24	P19099990	Non Skid Book Support, 9"High PLEASE NOTE: This item may not be returned unless damaged or defective.		8.59	Net	206.16
14	6	P14123140	Estey SF Steel Canopy Top 12"D Base PLEASE NOTE: This item may not be returned unless damaged or defective.	Color? * Select One * Arctic White Autumn White Black Medium Gray Champagne Putty Stone	53.19	Net	319.14
15	21	P14124040	Estey DF Steel Canopy Top 24"D Base PLEASE NOTE: This item may not be returned unless damaged or defective.	Color? * Select One * Arctic White Autumn White Black Medium Gray Champagne Putty Stone	91.69	Net	1,925.49



P.O. Box 7488
 Madison, WI 53707-7488
 PH 800-462-8709 FAX 888-329-4728

QUOTATION

Reference: T2217004
 Contract/Bid ID: K05974
 Today: 8/05/22
 Quote Expiration Date: 9/06/22

NAME: Lowell Comm Library
 CONTACT: PEGGY OKANE
 PHONE: 503-676-7177
 EMAIL: pokane@ci.lowell.or.us

Line	Qty	Product	Product Description	Colors/Finished/Options	Unit Price	Discount	Ext Total
------	-----	---------	---------------------	-------------------------	------------	----------	-----------

PLEASE NOTE: This item may not be returned unless damaged or defective.

Order Subtotal	31,473.32
*Shipping/Processing	2,209.33
Sales Tax	Exempt
Grand Total	33,682.65

*Delivery Provisions: This quote has been specifically prepared to deliver with:
 Tailgate Delivery : 2059.3
 Call Ahead - Delivery App: 0.00
 Power Lift Gate : 150.00

Additional Note: PRICING: No additional promotions or discounts may be combined with this bid/quote. Reductions in volume may affect the quoted pricing.
 ESTIMATED DELIVERY: 13-14 weeks after receipt of complete and accurate order. Lead times may vary depending on time of order and available products.
 SHIPPING AND PROCESSING: Standard shipping is for tailgate delivery. Liftgate truck and inside delivery are additional services and those charges are in addition to the tailgate delivery charge. See attached freight terms for explanation of delivery services.
 PAYMENT TERMS: Net/30 days subject to Accounting approval. Pre-payment may be required.
 REFER TO QUOTE: Please reference quote T2217004 when ordering to receive discounted pricing and shipping charges. Quote pricing may not be applied if quote number is not referenced.
 FURNITURE AND EQUIPMENT: Furniture and equipment items are non-returnable unless received damaged or defective
 RESTOCKING FEES: Products are non-returnable unless received damaged or defective. If returnable, restocking fees may apply.
 CANCELLATIONS: Once the order is placed and processing has started the order may not be cancelled without approval from Demco and/or manufacturer of product. Cancellation fees may apply.

Order Provisions: Please note the attached freight terms.

Signature that authorizes DEMCO to place order

 Signature Date

 Name (Print) Title



QUOTATION

Line	Qty	Product	Product Description	Colors/Finished/Options	Unit Price	Discount	Ext Total
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BILL TO:

Lowell Comm Library
PO Box 490
Lowell OR 97452-0490

SHIP TO:

Peggy OKane
Maggie Osgood Library
107 E 3rd St
Lowell OR 97452-9605


CONTACT:

PEGGY OKANE
MAGGIE OSGOOD LIBRARY
107 E 3RD ST
LOWELL OR 97452-9605

SALES REP:

Kim Satterlee
Email: kims@demco.com
Phone: 800-462-8709
Fax: 888-329-4728

E - Maggie Osgood Lib Quote 8-5-22[285]

		TECHNICAL FURNITURE SYSTEMS, INC.							
		15802 23rd St. NE							
		Snohomish, WA 98290							
		Toll Free: 1-888-788-6332							
				Estey Shelving Quote					
Date:	8/5/2022								
Job Name:	Maggie Osgood Library								
Lead Time:	12 weeks								
Color:	TBD								
ITEM	AREA	CODE	MODEL	DESCRIPTION	QTY	UNIT COST	EXTENDED COST		
Estey Shelving									
#1			WFIB41120	SF - Integral Back Units - 42"h x 36"w	3	430.00	1,290.00		
#2			WCLIP	Wall Clip to anchor to wall	5	1.40	7.00		
#3			WFIB42120	DF - Integral Back Units - 42"h x 36"w	3	672.00	2,016.00		
#4			WFIB62120	DF - Integral Back Units - 66"h x 36"w with sloping base shelves	18	1,008.00	18,144.00		
#5			WP41120	Periodical Display Shelf Units - 42"h x 36"w <i>This height cannot accept a canopy top</i>	3	541.00	1,623.00		
#6			WCLIP	Wall Clips to anchor to wall	5	1.40	7.00		
#7			WSP4212A	Steel End Panels - 42"h x 12"d	4	157.00	628.00		
#8			WDP6624A	Steel End Panels - 66"h x 24"d	6	384.00	2,304.00		
#9			WPFB3612A	Periodical Base Shelves	3	190.00	570.00		
#10			SDS3612A	Fixed Sloped Display Shelves	6	89.00	534.00		
#11			PBBRB3615A	Picture Book Browsing Box	6	347.00	2,082.00		
#12			SLH	Shelf Label Holder - 5-1/2"w x 2"d x 3-3/4"h	80	1.60	128.00		
#13			DCH-B	Range Finder - 6-3/4"d x 3-1/8"h	6	6.40	38.40		

E - Maggie Osgood Lib Quote 8-5-22[285]

#14	BSN9	Steel Book Supports w/cork base - 9"h	24	10.00	240.00			
#15	CTS3612	SF - Steel Canopy Tops - 12"d	3	57.00	171.00			
#16	CTD3624	DF Steel Canopy Tops - 24"d	21	99.00	2,079.00			
		Subtotal			31,861.40			
		20% discount			25,489.12			
		Surcharge			11,661.27			
		Freight			2,995.00			
		TOTAL DELIVERED			40,145.39			
		*Note: Installation not included						
		**Note: A canopy top will not fit on 42"h units The top shelf extends 1-2" higher than the frame height						



Library Supplies & Furnishings

500 Arch Street, Williamsport PA 17701

Sales & Service: 888.820.4377 • Fax: 800.283.6087 or 570.769.5100

Bids & Quotes: 888.820.4377 or FAX: 800.578.1064

Visit us online at www.shopbrodart.com

Quote #: 95781

Customer Quote ID #: SHELIVING

Issue Date: Tuesday, August 9, 2022

Expiration Date: Sunday, September 18, 2022

To: PEGGY OKANE
 Institution: MAGGIE OSGOOD LIBRARY
 Account #: 50020450
 City: LOWELL
 State/Zip: OR, 97452
 Phone: 503-676-7177
 Fax:
 Email: POKANE@CI.LOWELL.OR.US

From: Amber Raudabaugh
 Phone: 800-233-8467 x 6233
 Fax: 800-578-1064
 Email: Amber.Raudabaugh@Brodart.com
 Dept.: Bids

Comments:

PLEASE REFERENCE THIS QUOTE WHEN PLACING ORDER.

Details:

Line	Catalog #	UOM	Description	Quantity	Cat Price	Bid Price	Ext. Price
1	DPS999	EA	WELD FRAME INTEGRAL BACK UNITS	3	284.00	226.61	679.83
			<i>ESTEY PART # WFIB41120-TBD</i>				
2	DPS999	EA	WELD FRAME INTEGRAL BACK UNITS	3	443.00	354.15	1,062.45
			<i>ESTEY PART # WFIB42120</i>				
3	DPS999	EA	WEL DRAME INTEGRAL BACK UNITS	18	665.00	531.21	9,561.78
			<i>ESTEY PART # WFIB62120-TBD</i>				
4	DPS999	EA	PERIODICAL DISPLAY	3	357.00	285.11	855.33
			<i>ESTEY PART # WP41120-TBD</i>				
5	DPS999	EA	SLOPING BASE SHELVES	18	147.00	117.52	2,115.36
			<i>ESTEY PART # WSB3624A-TBD</i>				
6	DPS999	EA	STEEL END PANELS	4	104.00	82.75	331.00
			<i>ESTEY PART # WSP4212A-TBD</i>				
7	DPS999	EA	STEEL END PANELS	6	297.00	237.68	1,426.08
			<i>ESTEY PART # WDP9024A-TBD</i>				
8	DPS999	EA	PERIODICAL BASE SHELVES	3	126.00	100.13	300.39
			<i>ESTEY PART # WPF3612A-TBD</i>				



Library Supplies & Furnishings

500 Arch Street, Williamsport PA 17701

Sales & Service: 888.820.4377 • Fax: 800.283.6087 or 570.769.5100

Bids & Quotes: 888.820.4377 or FAX: 800.578.1064

Visit us online at www.shopbrodart.com

Line	Catalog #	UOM	Description	Quantity	Cat Price	Bid Price	Ext. Price	
9	DPS999	EA	SLOPED DISPLAY SHELVES	6	59.00	46.91	281.46	
			<i>ESTEY PART # SDS3612A-TBD</i>					
10	DPS999	EA	PICTURE BOOK BROWSING BOX	6	247.00	197.09	1,182.54	
			<i>ESTEY PART # PBRB3615A-TBD</i>					
11	DPS999	EA	SHELF LABEL HOLDER	80	1.50	1.20	96.00	
			<i>ESTEY PART # SLH</i>					
12	DPS999	EA	RANGE FINDER	6	4.95	3.96	23.76	
			<i>ESTEY PART # DCH-B</i>					
13	DPS999	EA	9" FINDABLE BOOK SUPPORTS	24	8.50	6.80	163.20	
			<i>ESTEY PART # BSN9-TBD</i>					
14	DPS999	EA	STEEL CANOPY TOPS	6	38.00	30.04	180.24	
			<i>ESTEY PART # CTS3612-TBD</i>					
15	DPS999	EA	STEEL CANOPY TOPS	21	67.00	52.17	1,095.57	
			<i>ESTEY PART # CTD3624-TBD</i>					

Sub-Total: \$19,354.99

Extras:

Description	Bid Price
SHIPPING VIA ABF	2,005.00
Sub-Total:	\$2,005.00

Total Bid: \$21,359.99

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Acct. #: _____

Acct. #: _____

Department and Billing Address:

Department and Shipping Address:

Accounts Payable: Contact Name: _____

Telephone Number: _____

YOUR SIGNATURE WILL CONSTITUTE AGREEMENT TO THE SERVICES AND SHIPMENT OF GOODS AND TO THE TERMS AND CONDITIONS OF THIS QUOTE

Authorized Signature

Date

NOTICE:

Title

Agenda Item Sheet

City of Lowell City Council

Type of item:	Discussion
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Item title/recommended action:

Other updates on the library – Discussion
a.Presentation by Library Director Peggy O’Kane (5 minutes)
i.Reestablishing the Library Committee
ii.ILS and Digital Library Consortium
iii.Opening day book collection
iv.Other furniture needs

Justification or background:

This is a brief update from the Library Director on progress to open the library, along with projects that are underway.

Budget impact:

N/A

Department or Council sponsor:

Library

Attachments:

N/A

Meeting date:	08/16/2022
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Agenda Item Sheet

City of Lowell City Council

Type of item:	Contract
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Item title/recommended action:

Motion to approve an "Audit engagement letter" with Emerald CPA Group, LLP in the amount not to exceed \$15,000. – Discussion/ Possible action

Justification or background:

Staff recommend approval of an "Audit engagement letter" with the city's external auditors. This is to complete the financial statement audit for the FY 21/22 financial statements. The gross fee is not to exceed \$13,000. Since the city received over \$240,000 in federal ARPA funds, a "Yellow Book" audit may be required, which will cost an additional \$2,000. A single audit will not be required, as the threshold for that is spending \$750,000 in federal monies.

Budget impact:

Maximum of \$15,000 for audit services

Department or Council sponsor:

Administration

Attachments:

July 27, 2022 audit letter

Meeting date:	08/16/2022
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Emerald CPA Group, LLP

450 Country Club Road, Suite 155
Eugene OR 97401

Audit Engagement Letter

July 27, 2022

Jeremy Caudle, City Administrator
Mayor and City Council
City of Lowell
PO Box 490
Lowell, Oregon 97452

We are pleased to confirm our understanding of the services we are to provide City of Lowell (the City) for the years ended June 30, 2022 and 2023.

We will audit the modified cash basis financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City as of and for the years ended June 30, 2020 and 2021.

We have also been engaged to report on supplementary information other than that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS) and will provide an opinion on it in relation to the financial statements as a whole.

1. Management Discussion and Analysis (MD&A)
2. Combining fund financial statements
3. Budgetary information presented as supplementary information

Audit Objectives

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with the modified cash basis of accounting and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Phone 541 255 2888 Fax 541 345 3358
www.emeraldcpa.com

RECEIVED
AUG 01 2022
BY: SA

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions,

misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities any non-attest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with the modified cash basis of accounting with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with the modified cash basis of accounting. You agree to include our report on the supplementary

information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the modified cash basis; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the modified cash basis; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Emerald CPA Group LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to The Division of Audits of the Oregon Secretary of State and the Oregon Board of Accountancy or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Emerald CPA Group LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the Oregon Board of Accountancy and the peer review team authorized by the Oregon Society of CPAs and the American Institute of Certified Public Accountants (AICPA), or its designee. The Board of Accountancy, the OSCPA of the AICPA or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Mark Housen is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately August 1, 2022 and to issue our reports no later than December 31, 2022.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$13,000. Should an audit be required under Government Auditing Standards (GAGAS or "Yellow Book") there will be an additional fee of \$2,000. Should a single audit be required there will be an additional fee of \$4,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the City’s financial statements. Our report will be addressed to the Board of Directors and Management of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement. We will also issue

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,

Emerald CPA Group, LLP

RESPONSE:

This letter correctly sets forth the understanding of the City of Lowell.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

Agenda Item Sheet

City of Lowell City Council



Type of item:	Procurement
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Item title/recommended action:

Motion to approve an "Additional services proposal" with Wilson Architecture in the amount of \$15,600 and to authorize the City Administrator to sign. – Discussion/ Possible action

Justification or background:

An increase in design fees over the original contract price is justified for 2 reasons. First, the project budget and scope increased over \$150,000 compared to what was advertised in the request for proposals, what Wilson Architecture factored into their proposal, and what was contemplated in the original contract. Second, Wilson Architecture's services for this project have exceeded the requirements in his contract. This includes his participation in multiple work sessions throughout the summer of 2021 to create a new design, compared to the original facilities plan; creating budget tracking spreadsheets to keep us in compliance with various grants; and providing information and analysis to help us obtain grant funding. Throughout this process, Wilson Architecture's engineering team (electrical, mechanical, and civil engineering) has also analyzed the aspects of the project that weren't contemplated in our original contract.

In November 2021, as we finalized the project estimates, Curt Wilson informed city staff that the design fees may need to be increased. Wilson provided staff with a budget tracker and project cost estimate with design fees at \$64,489--slightly less than what is in the current additional services proposal. Staff used this higher design fee figure in the project budget that was ultimately adopted in the FY 22/23 budget. Thus, the appropriation is available to cover the cost of increasing design fees over the original contract.

Agenda Item Sheet
City of Lowell City Council



Type of item:	Procurement
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Budget impact:

Contract increase of \$15,600, included in adopted FY 22/23 budget.

Department or Council sponsor:

Administration

Attachments:

"Additional services proposal" from Wilson Architecture

Meeting date:	08/16/2022
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8/10/2022

Jeremy Caudle
City Administrator
City of Lowell
107 East 3rd Street
Lowell, OR 97452

Re: Maggie Osgood Library Renovation Project
Additional Services Proposal

Mr. Caudle,

The following is a proposal to provide additional services for the following project:

City of Lowell

Maggie Osgood Library and City Hall Renovation Project

Original Agreement date: 5/19/2021

Summary of Additional Services

The original scope and fee proposal was based on a project with a construction budget of \$300,000. The scale of the project has grown to a current construction budget over \$450,000. In general, the size of the construction budget is relative to the required services of the design team, therefore an increase of approximately 50% in the value of the construction budget indicates the growth in design services.

Additional services by the design team include:

1. The original agreement referenced the need to provide offices to accommodate city administration staff. During the first few months of design, the goal of fully vacating the current city hall facility was identified so the building and property could be sold for additional revenue. In response, the design team identified the area and spaces of the existing building to determine the amount of replacement space necessary. This resulted in an alternate design option that expanded the building at 70 N. Pioneer Street within the existing roof area. The primary design option and alternative design options were simultaneously developed with detailed construction cost estimates, and included a public meeting to select the preferred design option. The City selected a variation of the original design option with a larger project budget.
 2. The project budget was increased in part through the acquisition of dedicated-purpose grants. Wilson Architecture assisted the City of Lowell to develop budget tracking documents and processes to comply with the requirements of the funds. This includes multiple spreadsheets
-

updated monthly to allocate the construction costs between library and shared space from city administration spaces.

3. The increased project budget resulted in additional design services for the mechanical, electrical, and technology systems.

Compensation

Fees	Current Proposal	Previous Add Services	Original Agreement	New Total
	\$15,000.00	\$0	\$53,000.00	\$68,000.00
Reim. Expense	\$600.00	\$0	\$1,500.00	\$2,100.00

Schedule

Construction is scheduled to be complete in September 2022. The majority of additional services outlined above have already occurred.

Please contact me if you have any questions.

Sincerely,



Curt Wilson, AIA
Wilson Architecture

Agenda Item Sheet

City of Lowell City Council

Type of item:	Contract
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Item title/recommended action:

Motion to approve "Infrastructure contract 4432-DR-OR" with the State of Oregon Of-fice of Emergency Management and to authorize the City Administrator to sign. – Dis-cussion/
Possible action

Justification or background:

This is to approve a contract for disaster relief that the city received in 2019. According to the Oregon Department of Emergency Management, the city never signed the contract. For us to become compliant with state and national requirements, we are required to sign the contract. A letter from a staff member with the Oregon Department of Emergency Management is attached to provide more information. This staff member contacted the city to request that we sign the contract and return to them.

Budget impact:

N/A

Department or Council sponsor:

Administration

Attachments:

Email correspondence; July 2019 letter; infrastructure contract

Meeting date:	08/16/2022
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Jeremy Caudle

To: BELLSHAW Tammi * OEM
Subject: RE: Signed Contract

Hi Jeremy.

The contract is for the public assistance the City of Lowell was given by the State of Oregon for Disaster 4432- 2019 snow-storm which impacted the City of Lowell. We paid the City of Lowell on all of the projects (4) requested by the City of Lowell back in 2020. However, in looking through your file we do not have a signed contract from the City and this is out of compliance with both the State of Oregon and FEMA. To be in compliance we need the signed contract for our file. I sent the contract and a copy of the letter in my email dated July 20, 2022. This is what was sent to Jared Cobb and the City of Lowell back in July of 2019. Jared Cobb was our contact person for this disaster and we never received the contract back from him back in 2019.

Hopefully, this makes more sense.

Best Regards and thank you for your prompt attention to this matter.
Tammi



Tammi Bellshaw, PA Assistant
Mitigation Section
Oregon Department of Emergency Management
Cell 971-719-1195
Tammi.Bellshaw@oem.oregon.gov



From: BELLSHAW Tammi * OEM <Tammi.BELLSHAW@oem.oregon.gov>
Sent: Wednesday, July 20, 2022 12:05:42 PM
To: Jared Cobb <jcobb@ci.lowell.or.us>
Cc: Max Baker <mbaker@ci.lowell.or.us>
Subject: Signed Contract

Good morning,

In review of your file, I noticed we do not have a signed contract for you. This was sent to you July 15th, 2019 via USPS for review, to be filled out, to be signed and returned to our office. I am attaching a copy of the letter as well as the contract. Please complete, sign, and return to me as soon as possible.

Thank you in advance for your prompt attention to this matter.

Respectfully,
Tammi



Tammi Bellshaw, PA Assistant
Mitigation Section
Oregon Department of Emergency Management
Tammi.Bellshaw@oem.oregon.gov





Oregon

Kate Brown, Governor

Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
Phone: (503) 378-2911
Fax: (503) 373-7833

July 15, 2019

Jared Cobb
Lowell, City of
107 E Third St PO Box 490
Lowell, Oregon, 97452

RE: FEMA-DR-4432-OR
PA Lowell, City of

Dear Mr. Cobb,

Enclosed are three copies of the formal contract that will need to be signed by your jurisdiction in order to receive federal disaster relief funding for Public Assistance for DR-4432-OR. This contract is a follow-up to the Request for Public Assistance that your agency has filed with FEMA, and is the official contract by which you will be receiving your disaster assistance.

We would ask that you return these contract copies to our agency as soon as possible as they will need to be signed by both parties before any funding can be processed. The contract will need to be signed by someone with the authority to obligate your jurisdiction (such as an elected official or chief financial officer). Be sure to fill in the information needed on Pages 10-11. After both parties have signed the contracts, a copy with original signatures will be returned to you for your records.

In the near future, you will receive a packet including Project Work Sheets (PW), Project Completion and Certification forms (P4 forms), Project Application Summary (P2 forms) and Payment Request Forms. In addition, you may receive a Statement of Documentation and Final Inspection Report. This report is only necessary with large projects (over \$128,900) that are not 100% complete at the time the PW was written. Please keep these forms for future use.

If you have any questions, please contact me at 503-378-2235.

Sincerely,

Julie Slevin
State Public Assistance Office

Enclosures



STATE OF OREGON
OFFICE OF EMERGENCY MANAGEMENT
INFRASTRUCTURE CONTRACT 4432-DR-OR

1.0 PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between the State of Oregon, by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as “OEM” and «Name» a political subdivision of the State of Oregon, hereinafter referred to as the “SUBRECIPIENT”. This Agreement shall be effective upon execution by the parties and receipt of any approvals required by law and shall terminate on the earlier of: (i) as provided in Section 17 of this Agreement, (ii) the end of the Agreement Period specified below or (iii) June 30, 2027.

WHEREAS the President of the United States has declared that a major disaster exists in the State of Oregon based on damage resulting from the Severe Winter Storms, Flooding, Landslides and Mudslides from February 23-26, 2019 and

WHEREAS OEM is authorized by the 2019 FEMA-State Agreement for the 2019 Severe Winter Storms, Flooding, Landslides and Mudslides to execute on behalf of the State of Oregon all necessary documents for public assistance, including approval of sub-grants and certification of claims;

THEREFORE, the Parties mutually agree to the following:

2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by OEM. Under the authority of Presidential Major Disaster Declaration FEMA 4432-DR-OR (“FEMA Declaration”), OEM is reimbursing the SUBRECIPIENT for those eligible costs and activities necessary for the repair and restoration of public facilities damaged during the period of February 23-26, 2019, in the manner described herein and in accordance with the completed Project Worksheets sheets submitted by SUBRECIPIENT and approved by FEMA and OEM. The parties understand and agree that after the project(s) described in a Project Worksheet is reviewed and approved by FEMA and OEM and determined to be eligible for funding under the FEMA Declaration in terms of an eligible SUBRECIPIENT, project and amount, then the amount(s) set forth in the Project Worksheet will be transferred from FEMA to OEM for disbursement on a reimbursement basis as set forth in this Agreement. For any project(s) that SUBRECIPIENT seeks reimbursement for under the FEMA Declaration, SUBRECIPIENT shall obtain a completed, executed and approved Project Worksheet substantially in the form of the attached Exhibit B.

3.0 TIME OF PERFORMANCE

Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred on or subsequent to the incident period defined in the FEMA-State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close out and audit, all as detailed in the applicable FEMA application and Project Worksheet. This period shall be referred to as the “Agreement Period.”

4.0 CLOSE-OUT

It shall be the responsibility of OEM to issue close-out instructions to the SUBRECIPIENT upon completion of the project(s).

5.0 FUNDING

OEM will administer the disaster assistance program and reimburse any eligible costs for eligible projects to the SUBRECIPIENT which are identified under the auspices of the Presidential Major Disaster Declaration FEMA-4432

-DR-OR and in the Project Worksheet. It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made as Project Worksheets are completed in the field and projects are authorized by state and federal officials. Each Project Worksheet that is completed, signed by FEMA and SUBRECIPIENT, and approved by OEM will constitute a new agreement that consists of the terms and conditions set forth in this Agreement and the completed Project Worksheet. OEM's obligation to disburse funds under this Agreement is contingent upon receipt of sufficient funds under the FEMA Declaration and sufficient appropriation, limitation, allotment or other expenditure authorization to make the disbursement.

The parties understand that FEMA will contribute 75 percent of the eligible project costs identified in the Project Worksheet for any eligible project, that a Subrecipient allowance may be made at the end of a project, subject to FEMA approval of documentation submitted by OEM and as provided for in subsection 3 of Section 6.0 of this Agreement, and that no state funds are obligated for contribution under this Agreement.

The SUBRECIPIENT will commit and is responsible for providing the required 25 percent match to any eligible project costs identified in the Project Worksheet.

6.0 PAYMENTS

OEM, using funds granted for the purposes of the Presidential Major Disaster Declaration from FEMA and allocated by FEMA pursuant to the applicable Project Worksheet, shall issue payments to the SUBRECIPIENT as follows:

1. Small Projects:
 - a) Small Projects are eligible for funding up to an amount designated by FEMA as provided in 44 CFR 206.205(a). For FEMA-4432-DR-OR, that amount is \$128,900.
 - b) Payments are made for all small projects to the SUBRECIPIENT upon submission of a State of Oregon Disaster Assistance Payment Request to OEM, and the subsequent approval by OEM.
2. Large Projects
 - a) Large Projects are eligible for funding in excess of the amount allowed for Large Projects, as provided in 44 CFR 206.205(b).
 - b) Partial Payments: Partial payment of funds for costs already incurred on large projects may be made to the SUBRECIPIENT upon submission of a State of Oregon Disaster Assistance Payment Request, with appropriate supporting documentation, to OEM, upon approval by OEM.
 - c) Final Payment: Final payment will be made upon submission by the SUBRECIPIENT of CERTIFICATION OF LARGE PROJECT COST,

completion of project(s), completion of all final inspections by OEM, and final approval by FEMA. Final payment may also be conditioned upon a financial review, if determined necessary by OEM or FEMA. Adjustments to the final payment may be made following any audits conducted by the Oregon Secretary of State's Audits Division or the United States Inspector General's Office.

All payment requests shall be made on a State of Oregon Disaster Assistance Payment Request Form to OEM, which references the appropriate Project Worksheet (PW), and appropriate documentation as required.

3. Funding shall not exceed the total federal contributions eligible for the repair and restoration costs under this Presidential Major Disaster Declaration FEMA-4432-DR-OR and the amount(s) approved in the applicable PW. On Large Projects, OEM reserves the right to make any inspection prior to release of any payment or at any time during the duration of this Agreement.

7.0 RECORDS MAINTENANCE

The SUBRECIPIENT shall maintain books, records, documents, and other evidence and accounting procedures and practices, which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by OEM personnel, other personnel duly authorized by OEM, the Secretary of State's Audits Division or the United States Inspector General. The SUBRECIPIENT will retain all books, records, documents, and other material relevant to this Agreement for six years after date of final payment, or an extended period as established by FEMA in 2 CFR § 200.333.

8.0 PROPERTY/EQUIPMENT MANAGEMENT AND RECORDS CONTROL AND RETENTION OF RECORDS and REPORTING

1. Property/Equipment Management and Records Control. The Subrecipient agrees to comply with all requirements set forth in 2 CFR §200.333 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the requirements set forth in 2 CFR §200.313, 314 and 329, and the following requirements:
 - a. All property/equipment purchased under this agreement, whether by the Subrecipient or a subcontractor, will be recorded and maintained in the Subrecipient's property/equipment inventory system.
 - b. The Subrecipient shall maintain property/equipment records that include: a description of the property/equipment, the manufacturer's serial number, model number, or other identification number, the source of the property/equipment, including the, Project Worksheet number, Catalog of Federal Domestic Assistance (CFDA) number, who holds title; the acquisition date; the cost of the property/equipment and the percentage of Federal participation in the cost, the location, use and condition of the property/equipment, and any ultimate disposition data including the date of disposition and sale price of the property/equipment.

- c. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.
 - d. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property/equipment. Any loss, damage or theft shall be investigated.
 - e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
 - f. If the Subrecipient is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.
 - g. The Subrecipient shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants and the Subrecipients who receive pass-through funding from this grant agreement.
2. Retention of Property/Equipment Records. Records for property/equipment shall be retained for a period of six years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all property/equipment and supplies purchased with funds made available under the FEMA Public Assistance program shall vest in the Subrecipient agency that purchased the property/equipment, except as may be provided in 2 CFR §200.313.

9.0 AUDITS

If Subrecipient expends \$750,000 or more from all federal funding sources during its fiscal year, Subrecipient must submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of Government and Accountability Office's (GAO) Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200.f. The SUBRECIPIENT is to procure, at its own cost, audit services based on the following guidelines:

As applicable, the SUBRECIPIENT must ensure the audit is performed in accordance with Generally Accepted Accounting Principles and Generally Accepted Government Auditing Standards developed by the Comptroller General; and all state and federal laws and regulations governing the program.

The SUBRECIPIENT must prepare a Schedule of Financial Assistance for federal funds that includes: Grantor name (OEM), program name, federal catalog number (CFDA-97.036), total award amount, beginning balance, current year revenues, current year expenditures and ending balance. With the submission and completion of each Project Worksheet OEM is required by 2 CFR 200.331 (pursuant to FEMA Public Assistance Program Interim Guidance on 2 C.F.R. Part 200) to complete the information set forth in Exhibit A to this Agreement. SUBRECIPIENT shall submit with each Project Worksheet any information requested by OEM that is necessary to accurately complete Exhibit A.

The SUBRECIPIENT shall maintain records and accounts in such a way as to facilitate OEM's audit requirements, and shall ensure that Subcontractors also maintain records which are auditable. The SUBRECIPIENT is responsible for any audit exceptions incurred by itself or by its Subcontractors. OEM reserves the right to recover from the SUBRECIPIENT disallowed costs resulting from the final audit.

The SUBRECIPIENT shall send the audit report to OEM's Project Administrator as soon as it is available, but no later than nine months after the end of the SUBRECIPIENT's fiscal year in which SUBRECIPIENT receives any funds under this Agreement. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. The SUBRECIPIENT will respond to OEM's requests for information or corrective action concerning audit issues within 30 days of the request.

The SUBRECIPIENT shall include these requirements in any subcontracts.

10.0 RECOVERY OF FUNDS

In the event that the SUBRECIPIENT fails to complete the project(s), fails to expend or is overpaid federal funds in accordance with federal or state disaster assistance laws or programs, or is found by audit or investigation to owe funds to the State or to FEMA, OEM reserves the right to recapture funds in accordance with federal or state laws and requirements. Repayment by the SUBRECIPIENT of funds under this recovery provision shall occur within 30 days of demand. In the event that OEM is required to initiate legal proceedings to enforce this recovery provision, OEM shall be entitled to its costs thereof, including reasonable attorney fees.

The SUBRECIPIENT shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further the SUBRECIPIENT shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the SUBRECIPIENT obtains recovery from a responsible party, the SUBRECIPIENT shall first be reimbursed its reasonable costs of litigation from such recovered funds. The SUBRECIPIENT shall pay to the state the proportionate federal share of all project funds recovered in excess of costs of litigation.

11.0 CONFLICT OF INTEREST

The SUBRECIPIENT will prohibit any employee, governing body, contractor, subcontractor or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS Chapter 244. In addition, SUBRECIPIENT must disclose in a timely manner and in writing to OEM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the funds provided under this Agreement as provided in 2 CFR § 200.113.

12.0 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

13.0 ASSIGNMENT

This Agreement, and any claim arising under this Agreement, is not assignable or delegable by the SUBRECIPIENT either in whole or in part.

14.0 SUBCONTRACTS FOR ENGINEERING SERVICES

In the event that the SUBRECIPIENT subcontracts for engineering services, the SUBRECIPIENT shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's subcontract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with the SUBRECIPIENT for the benefit of the SUBRECIPIENT of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that cancellation or lapse of the bond or insurance during the term of the subcontract shall constitute a material breach of the subcontract and cause for subcontract termination. The SUBRECIPIENT shall cause the subcontractor to provide it with a 30 day notice of cancellation issued by the insurance company.

15.0 APPEALS

Consistent with the Code of Federal Regulations, 44 CFR 206.206, the SUBRECIPIENT may appeal any determination previously made related to the federal assistance for the SUBRECIPIENT. The SUBRECIPIENT's appeal shall be made in writing and submitted to OEM within 60 days after receipt of notice of the action which is being appealed. The appeal shall contain documented justification supporting the SUBRECIPIENT's position.

Upon receipt of a SUBRECIPIENT's appeal, OEM will review the material submitted, make such additional investigations as necessary, and shall forward the appeal with a written recommendation to FEMA within 60 days. Within 90 days following receipt of the appeal, FEMA shall advise OEM, in writing, as to the disposition of the appeal or the need for additional information. If the decision is to grant the appeal, then FEMA will take the appropriate implementing action.

16.0 GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OEM and SUBRECIPIENT that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the District of Oregon. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

17.0 TERMINATION

1. Except as otherwise provided in this Agreement, either party may terminate this Agreement (which includes the applicable Project Worksheet(s)) upon giving thirty (30) days written notice to the other party. In the event of termination of this

Agreement, each party shall be liable only for project costs and allowable expenses incurred by the other party, prior to the effective date of termination.

2. OEM may terminate all or part of this Agreement or may change the project specifications set forth in a Project Worksheet if there is a reduction in federal funds which are the basis for this Agreement, and OEM approves the reduction.
3. OEM may terminate this Agreement, in whole or in part, immediately upon written notice to SUBRECIPIENT, or at such later date as OEM may establish in such notice, if SUBRECIPIENT commits any material breach or default of any covenant, warranty, obligation or certification under this Agreement. In its notice, OEM may permit SUBRECIPIENT an opportunity to cure the breach, default or Failure in such time and on such terms as OEM may specify in such notice.

18.0 WAIVERS

The failure of OEM to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

19.0 INDEMNIFICATION

To the extent permitted by any constitutional and statutory limitations applicable to SUBRECIPIENT, including, but not limited to, provisions relating to debt limits, tort claims limits and workers' compensation, the SUBRECIPIENT shall, as required by ORS 401.178, indemnify, defend, save and hold harmless the United States and its agencies, officers, employees, agents and members, and the State of Oregon and its agencies, officers, employees, agents and members, from and against all claims, damages, losses, expenses, suits or actions of any nature arising out of or resulting from the activities of SUBRECIPIENT, its agencies, officers, employees, agents, members, contractors or subcontractors under this Agreement.

20.0 SUBRECIPIENT ASSURANCES

SUBRECIPIENT represents and warrants to OEM as follows:

1. SUBRECIPIENT is political subdivision of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
2. This Agreement has been duly authorized, executed and delivered on behalf of Subrecipient and constitutes the legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms.
3. The SUBRECIPIENT hereby assures and certifies that it will comply with all applicable state and federal laws and regulations, including, but not limited to, the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §§ 5121-5206 (Public Law 93-288, as amended; hereafter "Stafford Act"); 44 CFR Parts 7, 17, 18 and 206, and Subchapters B, C and D; 2 CFR Part 200 (including Appendix II); the Oregon State Public Assistance Administrative Plan DR4258; Wages, Hours and Records Laws (ORS Chapter 652) Conditions

of Employment Laws (ORS Chapter 643) and Unemployment Insurance Laws (ORS Chapter 657).

4. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.
5. The SUBRECIPIENT will operate and maintain the facilities being restored using funds provided under this Agreement in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operation of such facilities.
6. The SUBRECIPIENT will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices. SUBRECIPIENT will, prior to the start of any construction activity, ensure that all applicable federal, state and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act and all other federal and state environmental laws.
7. The SUBRECIPIENT will not enter into a contract with a contractor who is on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-procurement Programs.
8. The SUBRECIPIENT will comply with minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
9. The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, color, sex, religion, national origin, marital status, or disability (physical or mental) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement (as required by Executive Orders 11246, 11375, 41 CFR Part 60-1.4(b), the provisions of which are incorporated herein by reference). A violation of this provision is a material breach and cause for termination under Section 17.0 of this Agreement.
10. The SUBRECIPIENT shall utilize certified minority-owned and women-owned businesses (MWBE's) to the maximum extent possible in the performance of this Agreement.
11. Reserved
12. The SUBRECIPIENT and its contractors, subcontractors and other employers providing work, labor or materials as a result of the application are subject employers under the Oregon Workers' Compensation Law. All employers, including SUBRECIPIENT, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its

Subcontractors complies with these requirements. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.

13. Reserved

14. Reserved

15. Subrecipients will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

16. Notice of awarding agency requirements and regulations pertaining to reporting. – Reporting requirements: The Subrecipient will submit a Quarterly Project Status Report (OEM Form) on all Large projects to OEM on a 3-month interval. OEM will submit quarterly progress reports to FEMA that will contain the status of all large projects that have not received final payment. The first quarterly report will be submitted on a quarterly schedule mutually agreed upon between FEMA and OEM. Quarterly reports after that date will be due in OEM by July 15, October 15, January 15 and April 15.

17. Subrecipient will comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

18. Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conversation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

21.0 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

OEM makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

22.0 ACKNOWLEDGMENTS

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the Federal Emergency Management Agency (FEMA) to the project in any release or other publication developed or modified for, or referring to the project.

23.0 INSURANCE

The SUBRECIPIENT will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

24.0 SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions and applications of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

25.0 HEADINGS

The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

26.0 AGREEMENT ADMINISTRATION

The Parties' representatives for purposes of this Agreement are:

For SUBRECIPIENT:

NAME
TITLE
ADDRESS
CITY
Phone:
Fax:

For OEM:

Clint Fella
Alternate Governor's Authorized Representative
Office of Emergency Management
P. O. Box 14370
Salem, OR 97309-5062
Phone: (503) 378-3181
Fax: 503-373-7833

Notices under this Agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this section. Any notice delivered personally shall be deemed received upon delivery. Notice by facsimile shall be deemed given when receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received upon a return email or other acknowledgment of receipt by the receiver, and notice by certified or registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

27.0 ENTIRE AGREEMENT

This Agreement, when combined with one or more completed Project Worksheets, sets forth the entire agreement between the parties with respect to the subject matter hereof. Except for the completion of Project Worksheets, any additional terms and conditions imposed by the Federal Emergency Management Agency or OEM will be incorporated into a written amendment to this Agreement. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement with

completed Project Worksheets or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, OEM and the SUBRECIPIENT have executed this Agreement as of the date and year written below.

Clint Fella, Alternate GAR
Office of Emergency Management
Date:

Subrecipient Signature
Printed Name:
Title:
Date:

APPROVED
FOR LEGAL SUFFICIENCY

SUBRECIPIENT - PLEASE PRINT THE
FOLLOWING TO EXPEDITE PROCESSING

Sam Ziegler
Assistant Attorney General
By Email
DATE: 7/9/19

Federal Tax ID No. (TIN):

DUNS #:

Organization:

Office of Emergency Management
P. O. Box 14370
Salem, OR 97309-5062
CFDA:

Address:

Phone: