

**Lowell City Council
Work Session Agenda
Tuesday, December 3 at 6:00 P.M.
Maggie Osgood Library, 70 N. Pioneer Street**

Call to Order/Roll Call

Councilors: Mayor Bennett ____ Angelini ____ Harris ____ Stratis ____ Dragt ____

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

Work Session Topic(s)

1. City Administrator Evaluation
2. Planning Services IGA with the Lane Council of Governments
3. Code Committee
4. Community Facilities Study

Adjourn

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

City of Lowell

EVALUATION OF THE CITY ADMINISTRATOR

Council Member: _____

INSTRUCTIONS: This evaluation instrument is divided into nine categories. Each Council member is asked to rate the City Administrator on the items cited in each of the categories on a scale ranging from 1 to 5. The number 1 is the lowest possible score and indicates unacceptable performance. The number 5 indicates outstanding or highly commendable performance. A definition of each numerical rating is presented as follows:

4.50 - 5.00 = EXEMPLARY - The City Administrator demonstrates exemplary leadership that is a model for others.

3.75 - 4.49 = EXCELLENT - The City Administrator exceeds the expectations of his/her job description.

2.75 - 3.74 = MEETS EXPECTATIONS - The City Administrator meets expectations.

1.75 - 2.74 = NEEDS IMPROVEMENT - The City Administrator needs to concentrate self-improvement efforts in this area.

1 - 1.74 = UNSATISFACTORY - The City Administrator's performance in this category is unacceptable and requires immediate attention.

A.) RELATIONSHIP WITH THE COUNCIL OF EDUCATION

Item	Rating 1 -5
Overall Section Average Rating	
Keeps the Council informed on issues, needs, and operations of the City	
Offers professional advice to the Council on items requiring Council action	
Supports Council policy and actions in a positive and responsive manner	
Handles differences of opinion between Council members and herself/himself in an effective manner	
Engenders trust among Council members, staff, and the community.	

Comments:

B.) ADMINISTRATION OF THE CITY

Item	Rating 1 -5
Overall Section Average Rating	
Plans his/her own time so that matters of greatest importance is dealt with thoroughly.	
Periodically reviews and reorganizes staff duties and/or responsibilities to take full advantage of the staff's special competencies and interests.	
Has developed a system that assures that all significant activities or duties are performed regularly or administered promptly.	
Provides the Council with a written agenda and appropriate backup material by the determined date before each Council meeting.	

Comments:

C.) LEADERSHIP

Item	Rating 1 -5
Overall Section Average Rating	
Understands and keeps informed regarding all aspects of City services.	
Organizes and actively encourages a planned program of City-wide improvement.	
Has provided for a system of measurement and goals for staff and departments	
Exemplifies the skills and attitudes of community leader and inspires in others the highest professional standards.	
Anticipates needs.	

Comments:**D.) PERSONNEL**

Item	Rating 1 -5
Overall Section Average Rating	
Develops good staff morale and loyalty.	
Delegates authority to staff members appropriate to the position each holds.	
Develops and executes sound personnel procedures and practices.	
Provides for the systematic, organized evaluation of all staff.	
Evaluates performance of staff members, giving commendations for good work as well as constructive suggestions for improvements.	

Comments:**E.) BUSINESS AND FINANCIAL MANAGEMENT**

Item	Rating 1 -5
Overall Section Average Rating	
Plans budget information in terms of community priorities.	
Oversees budget operations with the Council in a thorough and effective manner.	
Evaluates needs and recommends adequate financing.	
Work with support staff in providing adequate data to support budgetary recommendations.	

Comments:

F.) COMMUNITY RELATIONSHIPS

Item	Rating 1 -5
Overall Section Average Rating	
Gains the trust and respect of the community on the conduct of the City operations.	
Solicits and gives attention to problems and opinions of all groups and individuals.	
Achieves status as a leader within the community.	
Provides leadership to the community.	

Comments:**G.) INDIVIDUAL CHARACTERISTICS**

Item	Rating 1 -5
Overall Section Average Rating	
Uses sound and appropriate judgment.	
Consistently exhibits composure, emotional stability and poise.	
Demonstrates high standards of ethics and good character.	
Actively engage, listen for understanding, seek to be understood in his/her interactions with stakeholders.	
Demonstrates ethical leadership in work and community related activities.	

Comments:**H.) JOB-RELATED CHARACTERISTICS**

Item	Rating 1 -5
Overall Section Average Rating	
Speaks and writes effectively.	
Acts in a decisive manner.	
Demonstrates creativity and flexibility.	
Utilizes effective techniques in managing and prioritizing his/her time and energy.	
Maintains his/her professional development by reading, conference attendance, work on professional committees and professional organizations.	

Comments:

I.) ANNUAL OBJECTIVES

Item	Rating 1 -5
Overall Section Average Rating	
Performance on addressing annual Council approved City Administrator objectives.	

Comments:

Summary Comments:

INTERGOVERNMENTAL AGREEMENT

BETWEEN: Lane Council of Governments (LCOG), an organization of governments within Lane County, Oregon

AND: City of Lowell (AGENCY), a unit of local government of the State of Oregon

EFFECTIVE DATE: November 1, 2017

RECITALS

- A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.
- B. Provision of services for the remuneration specified in this agreement will mutually benefit the parties.
- C. AGENCY and LCOG desire to enter into an agreement where-in LCOG will provide the services described in this agreement and Attachment A (attached hereto and incorporated herein by reference).

AGREEMENT

1. **Duration.** The agreement term shall take effect on the Effective Date and shall continue in place until June 30, 2018, or until earlier terminated pursuant to Paragraph 4 of this agreement.
2. **Services to be Provided.** LCOG agrees to provide services to AGENCY as outlined in Attachment A, Work Program.
3. **Compensation.** AGENCY shall pay LCOG upon receipt of an invoice, which shall be issued quarterly unless otherwise agreed to by the parties in writing. The invoice will reflect hourly rates for LCOG personnel plus any direct expenses associated with the Work performed. The total cost of this agreement shall not exceed \$5,000.
4. **Termination.** Upon thirty days' prior written notice delivered to the persons designated in Paragraph 6 to receive notice, either party, without cause, may terminate its participation in this agreement.
5. **Amendments.** This agreement may be modified or extended by written amendment signed by both parties.
6. **Administration.** Each party designates the following person as its representative for purposes of administering this agreement. Either party may change its designated representative by giving written notice to the other as provided in paragraph 14.

For LCOG: Jacob Callister
859 Willamette St., Suite 500
Eugene, OR 97401-2910
Ph: 541-682-4023_

For City of Lowell
Jared Cobb
PO Box 490
Lowell, OR 97452
Ph:541-937-2157

7. **Records/Inspection.** AGENCY and LCOG shall each maintain records of its costs and expenses under this agreement for a period of not less than three full fiscal years following completion of this agreement. Upon reasonable advance notice, either party or its authorized representatives may from time to time inspect, audit, and make copies of the other party's records related to this agreement.
8. **Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to indemnify, defend, and save the other harmless from any claims, liability or damages including attorney fees, at trial and on appeal, arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.

9. **Dispute Resolution.** The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually agreeable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This mediation procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a. The location of the arbitration shall be in Eugene, Oregon;
- b. Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d. Judgment upon the award rendered by the arbitrator may be entered in the Circuit Court in Lane County, Oregon.

10. **Insurance.** Each party working under this agreement is either a subject employer under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires each to provide Worker's Compensation coverage for all its subject workers, or is an employer that is exempt under ORS 656.126.

11. **Subcontracting.** LCOG shall not subcontract the Work under this agreement, in whole or in part, without the AGENCY's prior written approval. LCOG shall require any approved subcontractor to agree, as to the portion of the Work subcontracted, to comply with all obligations of LCOG specified in this agreement. Notwithstanding the AGENCY's approval of a subcontractor, LCOG shall remain obligated for full performance of this agreement and AGENCY shall incur no obligation to any sub-contractor.

12. **Assignment.** Neither party shall assign this agreement in whole or in part, or any right or obligation hereunder, without the other party's written approval.


13. **Compliance with Laws.** LCOG shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the Work, including all applicable State and local public contracting provisions.

14. **Notices.** Any notices permitted or required by this agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the representative designated in paragraph 6. Either party may change its address by notice given to the other in accordance with this paragraph.

15. **Integration.** This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede all prior communications, representations or agreements, either oral or written, between the parties.

16. **Interpretation.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

LANE COUNCIL OF GOVERNMENTS:

By: 
Brenda Lee S. Wilson, Executive Director

Date: 10.30.17

AGENCY: CITY OF LOWELL

By: 
Jared Cobb, City Administrator

Date: 10/23/17

ATTACHMENT A WORK PROGRAM

On request of AGENCY, LCOG shall provide the following services:

Planning Services. Including but not limited to, processing land use applications, preparing staff reports for Planning Commission and City Council, preparing draft findings for recommended action, providing assistance in the interpretation of the Lowell development code, assisting in any legislative post acknowledgement planning actions (amendments to Comprehensive Plan or zoning code), providing planning assistance to City staff as requested.

The task allocation for expected planning services shall be as follows:

Task	Responsibility
Pre-application consulting	City of Lowell with LCOG assistance as requested
Land use application intake	City of Lowell
Transmission of application to LCOG staff	City of Lowell
Completeness check	LCOG
Notice to adjacent property owners	City of Lowell with assistance from LCOG
Staff report and draft findings preparation	LCOG
Attendance at Planning Commission hearings, staff assistance to planning commission	LCOG
Notice to applicant and to property file of results of PC deliberation	LCOG

**Agreement for Planning Service
AMENDMENT NO. 1**

The Lane Council of Governments, hereinafter referred to as "LCOG", and the City of Lowell entered into an Agreement (Exhibit A) to planning services on November 1, 2017 ("Agreement").

NOW THEREFORE, both parties agree to the following amendments:

Intergovernmental Agreement (IGA) of the original agreement which reads:

1. **Duration.** *The agreement term shall take effect on the Effective Date and shall continue in place until June 30, 2018 or until earlier terminated pursuant to Paragraph 4 of this agreement.*
2. **Compensation.** *AGENCY shall pay LCOG upon receipt of an invoice, which shall be issued monthly unless otherwise agreed to by the parties in writing. The invoice will reflect hourly rates for LCOG personnel plus any direct expenses associated with the Work performed. The total cost of this agreement shall not exceed \$5,000.*

Shall be amended to read:

1. **Duration.** The agreement term shall take effect on the Effective Date and shall continue in place until June 30 of any given fiscal year or until earlier terminated pursuant to Paragraph 4 of this agreement.
2. **Compensation.** AGENCY shall pay LCOG upon receipt of an invoice, which shall be issued monthly unless otherwise agreed to by the parties in writing. The invoice will reflect hourly rates for LCOG personnel plus any direct expenses associated with the Work performed. The total cost of this agreement shall not exceed \$15,000 within any given fiscal year.

All other terms and conditions of this agreement remain unchanged.

LANE COUNCIL OF GOVERNMENTS

CITY OF LOWELL

By: Brendalee S. Wilson, Executive Director

By: Jared Cobb, City Administrator

Date

Date

STATEMENT OF WORK

Oregon Transportation and Growth Management Program City of Lowell Downtown Plan Implementation and General Code Amendments

A. CONTACTS

Project Management Team

LCOG – Lane Council of Governments	
Jacob Callister 859 Willamette Street, Suite 500 Eugene, OR 97401	jcallister@lcog.org (541) 682-4114
City – City of Lowell	
Jared Cobb, City Administrator City of Lowell 107 East Third Street Lowell, OR 97452	jcobb@ci.lowell.or.us (541) 937-2157
Agency Contract Administrator or Agency Project Manager - Transportation and Growth Management Code Assistance Program	
Laura Buhl, Agency Project Manager Oregon Department of Land Conservation & Development 635 Capitol Street NE, Suite 150 Salem, OR 97301	laura.buhl@state.or.us (503) 934-0073

State Contacts

Oregon Department of Transportation Regional Planner	
Bill Johnston Oregon Department of Transportation, Region 2 2080 Laura Street Springfield, OR 97477	bill.w.johnston@odot.state.or.us (541) 747-1354
Department of Land Conservation and Development Regional Representative	
Patrick Wingard Southern Willamette Valley Regional Representative 1715 Franklin Boulevard, Suite 221 Eugene, OR 97403	patrick.wingard@state.or.us (541) 393-7675

Abbreviations

Agency or ODOT – Oregon Department of Transportation

APM – Agency Project Manager

City – City of Lowell

DLCD – Oregon Department of Land Conservation and Development

Development Code – Lowell Land Development Code

PIP – Public Involvement Plan

PMT – Project Management Team

Project – City of Lowell Downtown Plan Implementation and General Code Amendments

SOW – Statement of Work

TGM – Transportation and Growth Management Program

VPW – Virtual Public Workshop

This statement of work (“SOW”) describes the responsibilities of all entities involved in this cooperative project.

B. PROJECT BACKGROUND AND OBJECTIVES

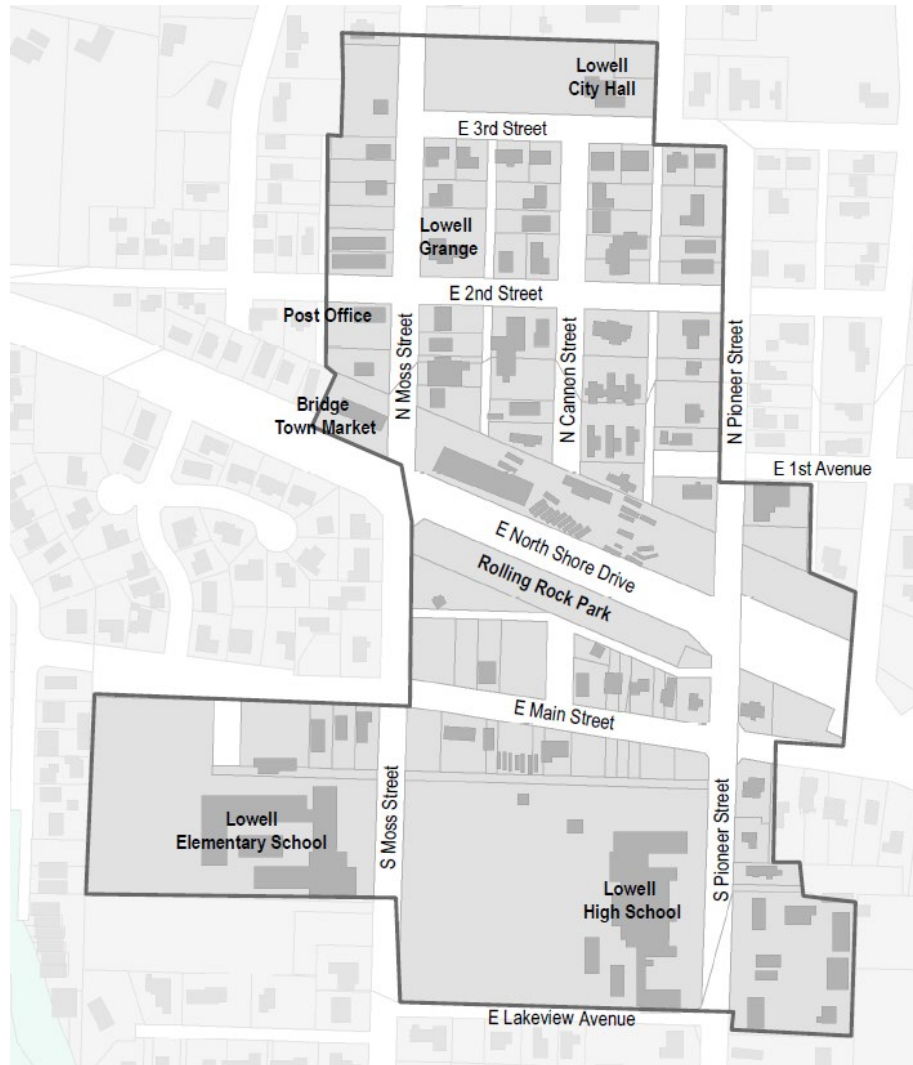
Project Purpose and Transportation Relationships and Benefits

The purpose of the City of Lowell Downtown Plan Implementation and General Code Amendments project (“Project”) is to amend the City of Lowell’s (“City”) Land Development Code (“Development Code”) to implement the recently adopted Downtown Master Plan (2019) and other amendments (detailed in the section “Project Objective”).

The Project supports the Transportation and Growth Management Program’s (“TGM”) mission of integrated land use and transportation planning by updating the Development Code to implement the Downtown Master Plan, which guides the City to “increase walkability, improve connectivity to . . . parks, encourage housing diversity, and link community benefits to all aspects of development” (Downtown Master Plan, p. 6).

Project Area

The Project Area is all land in the urban growth boundary of City. Amendments related to the Downtown Master Plan will use the project area of that plan, as illustrated below:



Background

The City of Lowell (pop. 1075) is located on the north side of Dexter Reservoir, which was created in 1954 by the damming of Middle Fork of the Willamette River. As illustrated above, the downtown area centers around E. Main Street and the County roads, E. North Shore Drive and S. Pioneer Street. S. Pioneer Street extends south, becoming a bridge that connects Lowell to State Route 58 (aka Willamette Highway), which run along the south side of Dexter Reservoir.

The impetus for the Project was the adoption of the Downtown Master Plan, funded by the Oregon Department of Land Conservation and Development (“DLCD”), in June of 2019. Some of the amendments required to implement the Downtown Master Plan were adopted as part of that planning process, but many could not be included into the scope of the work. This Project is also timely because of the passage of a bond measure to make improvements to Lowell’s schools, both of which are located in the downtown area. Improving multi-modal connectivity and development downtown will make it easier for students to walk and bike to school, as well as help Lowell schools attract more students.

TGM Program Objectives

The TGM Program is a joint effort of the Oregon Department of Transportation (“ODOT”) and DLCD. The goals of TGM are to strengthen the capability of local governments to effectively manage growth and comply with the Oregon Transportation Planning Rule (Oregon Administrative Rule 660-012-0000), to integrate transportation and land use planning, and to encourage transportation-efficient land uses that support modal choice and the efficient performance of transportation facilities and services. Specifically, TGM supports efficient use of land and resources; human-scaled, walkable communities; good connections between local destinations; and pedestrian, bicycle, and transit-oriented development.

The TGM Program’s *Smart Development Code Handbook*, identifies Five Principles of Smart Development:

- Efficient use of land resources
- Full utilization of urban services
- Mixed use
- Transportation options
- Detailed, human-scaled design

The Project must be done in a manner that furthers the Five Principles of Smart Development and supports the TGM Mission, Goals, and Objectives, available at this url:

<https://www.oregon.gov/lcd/TGM/Documents/mission-goals-objectives.pdf>.

Project Objective

The objective of this Project is to update the Development Code as follows:

- Implement the Downtown Master Plan (with the exception of parking, noted below), including:
 - Zoning map updates
 - Building standards
 - Street section standards
 - Site Plan Review criteria
 - Parking standards (except that minimum off-street parking for residential uses will be evaluated for potential decrease)
 - Other implementation measures required by the Downtown Master Plan
- Evaluate minimum lot sizes for potential reduction
- Create mixed-use development standards
- Create development standards for middle housing types (including cottage housing, townhomes, and accessory dwelling units)
- Amend language for access and driveway standards to improve clarity and specificity

The Project will also include **minor housekeeping amendments** and graphics to aid in comprehension of the Development Code.

C. GENERAL PROVISIONS

Unless otherwise specified:

Project Management

Project management tasks are integrated into each of the tasks, but are described here to establish a framework for managing the Project.

A Project Management Team (“PMT”), comprising a City Project Manager, APM, and LCOG, shall provide overall guidance for the Project. The PMT shall meet to coordinate logistics of the Project and to give feedback to LCOG. The PMT shall meet by telephone conference or in person; the duration of each meeting is not anticipated to exceed two hours. Meetings of the PMT may be scheduled to coincide with other City meetings (e.g., work sessions).

Agency Contacts, consisting of the Region 2 TGM Planner from ODOT and the Southern Willamette Valley Regional Representative from DLCD, will provide additional assistance, guidance, and review to the PMT. Attendance at PMT meetings for Agency Contacts is optional.

LCOG shall maintain regular communication with the City Project Manager and APM to ensure satisfactory completion of deliverables in accordance with Project Schedule.

Meeting Requirements

Meeting arrangements include: scheduling meeting dates and times with meeting participants, distribution of agendas and meeting materials in advance of the meeting, reserving a suitable meeting location, placing advertisements in local media, and posting notices in public locations (such as City buildings and libraries).

Conducting meetings includes: preparing agendas and meeting materials, making presentations, and facilitating discussion of relevant issues.

City shall prepare and distribute all staff reports, necessary public notices, and notifications, and public outreach for community involvement.

At all work sessions and meetings, LCOG shall advocate for smart development principles and the removal of obstacles to them, and make persuasive arguments for amendments that encourage smart development as identified in the *Smart Development Code Handbook* and in accordance with current smart development best practices.

Written and Graphic Deliverable Requirements

All written and graphic deliverables must be submitted in a format suitable for distribution by e-mail unless hardcopy is specified in a subtask. Written deliverables must include the project name, date of preparation, and subtask number and name. Text (except for photo or illustration captions) must be in at least a 12-point font size to ensure readability.

Graphic deliverables may be developed in ArcMap, Adobe Illustrator, Auto CAD, PCMaps, or other applications appropriate to the deliverable. Graphic deliverables submitted for review must be converted to .pdf for readability. Electronic files of final graphics submitted to the City and Agency may be in the native application but must also be converted to .pdf. All graphic deliverables must be well documented, with project name, a legend, and the date of preparation. Maps, aerial photos, and other graphic material prepared for Project must be suitable for enlargement to create wall displays for Project meetings and presentations.

Due Dates, PMT Review, and LCOG Edits

- LCOG shall submit materials for all meetings at least one week prior to the meeting, unless another timeframe is approved by APM or otherwise specified in this contract. Materials must be provided to PMT and Agency Contacts unless otherwise specified in this contract.
- City shall provide one set of written comments on draft materials within one week of receipt. If multiple staff members are commenting, the comments shall be reconciled by City Project Manager. If City cannot reconcile conflicting comments, APM will determine which comment will be kept.
- APM will provide written comments on draft materials within one week of receipt.
- Based on comments received, LCOG shall submit minor revisions and corrections to materials prior to release. LCOG is not required to make major or extensive revisions without an approved contract amendment. This provision does not limit the right of the State to require correction of deliverables that do not meet the requirements of this Contract. APM will determine what constitutes a “minor” or “major” edit.

LCOG shall ensure that the final deliverable produced pursuant to this Contract include the following statement:

This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Fixing America's Surface Transportation Act (FAST-Act), local government, and State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.

LCOG name or logos may not appear on final deliverables, with the exception of the acknowledgement page.

Public Involvement Approach

Public involvement must allow residents and business owners an opportunity to provide input into the planning process. LCOG and City shall consider environmental justice issues, which is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.

Fair treatment means that no group of people, including a racial, ethnic, or a socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies. Meaningful involvement means that: (1) potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment and/or health; (2) the public's contribution can influence the regulatory agency's decision; (3) the concerns of all participants involved will be considered in the decision making process; and (4) the decision makers seek out and facilitate the involvement of those potentially affected.

The public involvement program must include specific steps to provide opportunities for participation in accordance with the 1964 Civil Rights Act, Title VI. City shall utilize ODOT Title VI guidance to formulate public involvement strategies and report public outreach efforts.

TASKS

Task 1: Project Kick-off

- 1.1 **Key Documents:** City shall provide LCOG with Key Documents, including, but not limited to, the City Comprehensive Plan, Transportation System Plan, Downtown Master Plan. Key Documents may be provided electronically (including link for download).
- 1.2 **Public Involvement Plan:** City shall prepare a draft and final Public Involvement Plan (“PIP”) that must address Project public involvement tasks of this SOW and may also include City public involvement activities not specified in the tasks of this SOW. The PIP must be tailored to community composition; include community organizations; follow the “Public Involvement Approach” stipulated in Section C of this SOW; and comply with civil rights, environmental justice, social equity goals, and Title VI requirements (see: http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/nd_def.aspx). The PIP must give people who lack formal organization or influence the opportunity to have a meaningful impact and must define the intended outreach strategies (e.g., community newspapers and other media outlets, community associations, groups or congregations, accessible meeting locations, and contacts). The PIP must also identify the City staff or department responsible for the specific outreach element and related deadlines. City shall prepare the final version after PMT Meeting #1.
- 1.3 **Community Site Visit and Walking Tour:** City shall arrange and conduct, and LCOG shall attend, a Community Site Visit and Walking Tour of key locations in the Project Area to become familiar with existing conditions on the ground. City shall plan the route and guide LCOG and APM.

LCOG shall prepare summary notes.
- 1.4 **PMT Meeting #1:** LCOG shall arrange and conduct PMT Meeting #1 in Lowell to discuss the Community Site Visit and Walking Tour, review the objective and schedule

of the Project, provide feedback on the PIP, confirm City's expectations, and discuss specific Development Code issues, including those listed in Project Objective and arising from Key Documents. PMT Meeting #1 must occur on the same day as the Community Site Visit and Walking Tour. City Project Manager shall invite other relevant City staff to attend the meeting.

LCOG shall prepare PMT Meeting #1 summary notes, including a refined project schedule identifying tentative dates for meetings and deliverables specified in the tasks.

- 1.5 Project Webpage:** City shall create a Project Webpage on its website. The Project Webpage must include, at a minimum, a description of the Project, a Project FAQ, a City staff contact person (including name, email address, and telephone number), opportunity to join a Project email list, and Project timeline based on the refined project schedule. City shall regularly update the Project Webpage to include information about opportunities for comment, public meetings or hearings, draft deliverables, project memos and reports, and any other information City or PMT deems important to publish.
- 1.6 Code Committee:** City shall form a Code Committee, whose members should represent at least each of the following groups or interests: City Council; Planning Commission; non-motorized transportation advocate; and downtown small business owner or other person familiar with downtown. City shall endeavor to appoint Code Committee members who are representative of the demographic diversity (including race, ethnicity, age, income level, etc.) of Lowell. City may appoint other members if needed. (A committee member may represent more than one group or interest.) The Code Committee will serve as the stakeholder group for the Project and provide feedback to the PMT on Project deliverables. The composition of the Code Committee must be coordinated with the PIP.

City Deliverables

- 1.1 Key Documents
- 1.2 Public Involvement Plan
- 1.3 Community Site Visit and Walking Tour
- 1.4 PMT Meeting #1
- 1.5 Project Webpage
- 1.6 Code Committee

LCOG Deliverables

- 1.3 Community Site Visit and Walking Tour
- 1.4 PMT Meeting #1

Task 2: Preliminary Work

- 2.1 Draft Development Code Amendments Matrix:** According to the Project Objective and information from Key Documents, LCOG shall prepare Draft Code Amendments Matrix for PMT review and comment, listing all the changes to be made in the Code, where they are located in the Code, and what sections they will be replacing or amending.

- 2.2 **PMT Meeting #2:** LCOG shall arrange and conduct PMT Meeting #2 via teleconference to review Draft Development Code Amendments Matrix and discuss the upcoming Code Committee Work Session #1.

LCOG shall prepare PMT Meeting #2 summary notes.

- 2.3 **Code Committee Work Session #1:** City shall arrange and LCOG shall conduct Code Committee Work Session #1 in Lowell. City shall provide a copy of Draft Development Code Amendments Matrix to the Code Committee at least one week in advance of Code Committee Work Session #1. LCOG shall make a presentation on the background and purpose of the Project, review Draft Development Code Amendments Matrix, and solicit comments.

LCOG shall prepare Code Committee Work Session #1 summary notes.

- 2.4 **Final Development Code Amendments Matrix:** LCOG shall prepare Final Development Code Amendments Matrix, considering input from the Code Committee, and the PMT on Draft Development Code Amendments Matrix.

- 2.5 **Community Meeting #1:** City shall arrange and LCOG shall conduct Community Meeting #1 in Lowell to inform the community about the Project and solicit input from community members. LCOG shall give an overview of the Project Objective and TGM Program Objectives, the refined project schedule, and next steps; present Final Development Code Amendments Matrix; and solicit public input.

City shall widely advertise Community Meeting #1, as directed by the PIP. City shall also collect the contact information of participants at Community Meeting #1 who want to be on a project mailing list (email and post).

LCOG shall prepare meeting summary notes.

- 2.6 **VPW #1:** LCOG shall develop and City shall host online Virtual Public Workshop (“VPW”) #1, which can be viewed at any time on a computer with internet service. The VPW must provide online access to graphic materials, presentations, and tools for providing input and feedback. The VPW must begin no fewer than two days after Community Meeting #1 and run for at least two weeks. The VPW must include the same content as that discussed at Community Meeting #1. City shall publicize the VPW, host the VPW on its Project Webpage, and provide the PMT with a summary of feedback.

- 2.7 **Planning Commission Work Session #1:** City shall arrange and conduct a Planning Commission Work Session, either for a regular or special meeting of the Planning Commission. City shall distribute Final Development Code Amendments Matrix in the Planning Commission packets. LCOG shall attend and present the Project Objective and TGM Program Objectives as they relate to the Project, give an update on the status of the Project, review Final Development Code Amendments Matrix, and solicit comments.

LCOG shall prepare Planning Commission Work Session #1 summary notes.

- 2.9 **PMT Meeting #3:** LCOG shall arrange and conduct PMT Meeting #3 via teleconference to discuss the results of Task 2 public involvement, and confirm any changes needed to the proposed Development Code amendments between Final Code Amendments Matrix and Development Code Amendments Draft #1.

LCOG shall prepare PMT Meeting #3 summary notes.

City Deliverables

- 2.2 PMT Meeting #2
- 2.3 Code Committee Work Session #1
- 2.5 Community Meeting #1
- 2.6 VPW #1
- 2.7 Planning Commission Work Session #1
- 2.8 PMT Meeting #3

LCOG Deliverables

- 2.1 Draft Development Code Amendments Matrix
- 2.2 PMT Meeting #2
- 2.3 Code Committee Work Session #1
- 2.4 Final Development Code Amendments Matrix
- 2.5 Community Meeting #1
- 2.6 VPW #1
- 2.7 Planning Commission Work Session #1
- 2.8 PMT Meeting #3

Task 3: Code Drafting

- 3.1 **Development Code Amendments Draft #1:** Based on the Final Code Amendments Matrix and PMT and public input, LCOG shall create Development Code Amendments Draft #1 for PMT review and comment. The formatting must match that of the Development Code. LCOG shall make minor revisions to Development Code Amendments Draft #1 for public release after receiving input at PMT Meeting #4.
- 3.2 **PMT Meeting #4:** LCOG shall arrange and conduct PMT Meeting #4 via teleconference to review Development Code Amendments Draft #1.

LCOG shall prepare PMT Meeting #4 summary notes.

- 3.3 **Code Committee Work Session #2:** City shall arrange and LCOG shall conduct Code Committee Work Session #2 in Lowell. City shall distribute Revised Development Code Amendments Draft #1 to the Code Committee at least one week in advance of Code Committee Work Session #2. LCOG shall give a Project update, review Revised

Development Code Amendments Draft #1, and solicit comments on the Project and Revised Development Code Amendments Draft #1.

LCOG shall prepare Code Committee Work Session #2 summary notes.

- 3.4 **Development Code Amendments Draft #2:** LCOG shall use input received from the public, PMT, and Code Committee to create Development Code Amendments Draft #2 for PMT review and comment. LCOG shall make minor revisions to Development Code Amendments Draft #2 for public release after receiving input at PMT Meeting #5.
- 3.5 **PMT Meeting #5:** LCOG shall arrange and conduct PMT Meeting #5 via teleconference to review Development Code Amendments Draft #2.

LCOG shall prepare PMT Meeting #5 summary notes.

- 3.6 **Community Meeting #2:** City shall arrange and LCOG shall conduct Community Meeting #2. The purpose of the meeting is to update the community on the Project and solicit input from community members on Revised Development Code Amendments Draft #2. LCOG shall give a Project update, present Revised Development Code Amendments Draft #2, and solicit public input.

City shall widely advertise Community Meeting #2, as directed by the PIP. City shall also collect the contact information of participants at Community Meeting #2 who want to be on a project mailing list (email and post).

LCOG shall prepare meeting summary notes.

- 3.7 **VPW #2:** LCOG shall develop and City shall host online VPW #2, which can be viewed at any time on a computer with internet service. The VPW must provide online access to graphic materials, presentations, and tools for providing input and feedback. The VPW must begin no fewer than two days after Community Meeting #2 and run for at least two weeks. The VPW must include the same content as that discussed at Community Meeting #2. City shall publicize the VPW, host the VPW on its Project Webpage, and provide the PMT with a summary of feedback.
- 3.8 **Planning Commission Work Session #2:** City shall arrange and conduct Planning Commission Work Session #2, which will be either a regular or special meeting of the Planning Commission, and may be a Joint Planning Commission and City Council Work Session. City shall distribute Revised Development Code Amendments Draft #2 in the Planning Commission packets. LCOG shall attend and give a Project update, review Revised Development Code Amendments Draft #2, and solicit comments on the Project and Revised Development Code Amendments Draft #2.

LCOG shall prepare Planning Commission Work Session #2 summary notes.

City Deliverables

- 3.2 PMT Meeting #4

- 3.3 Code Committee Work Session #2
- 3.5 PMT Meeting #5
- 3.6 Community Meeting #2
- 3.7 VPW #2
- 3.8 Planning Commission Work Session #2

LCOG Deliverables

- 3.1 Development Code Amendments Draft #1
- 3.2 PMT Meeting #4
- 3.3 Code Committee Work Session #2
- 3.4 Development Code Amendments Draft #2
- 3.5 PMT Meeting #5
- 3.6 Community Meeting #2
- 3.7 VPW #2
- 3.8 Planning Commission Work Session #2

Task 4: Adoption Draft and Public Hearings

- 4.1 **Adoption Draft:** LCOG shall use input received from the public, the PMT, the Code Committee, the Planning Commission, and City Council (if a joint work session) to prepare the Adoption Draft of the Development Code amendments. The Adoption Draft must be in adoptable format.
- 4.2 **Planning Commission Public Hearing:** City shall arrange and conduct, and LCOG shall present the Adoption Draft at, a Planning Commission Public Hearing. City is responsible for the staff report and findings. LCOG shall make minor revisions to Adoption Draft if recommended by the Planning Commission.

City shall prepare public hearing summary notes.

- 4.3 **City Council Public Hearing:** City shall arrange and conduct, and LCOG shall present the Adoption Draft at, a City Council Public Hearing for adoption. **City is responsible for the staff report and findings.**

City shall prepare public hearing summary notes.

- 4.4 **Final Adopted Development Code Amendments:** **City shall** produce the Final Adopted Zoning Ordinance Amendments, incorporating any changes required by City Council at the City Council Public Hearing.
- 4.5 **Title VI Report** - City shall prepare and submit to APM a Title VI Report, documenting Project processes and outreach for all low income, race, gender, and age groups.

City Deliverables

- 4.2 Planning Commission Public Hearing
- 4.3 City Council Public Hearing

- 4.4 Final Adopted Development Code Amendments
- 4.5 Title VI Report

LCOG Deliverables

- 4.1 Adoption Draft
- 4.2 Planning Commission Public Hearing
- 4.3 City Council Public Hearing

Task 5: Contingent Tasks

Work may not proceed on this task or any subtask under this task without written authorization from the APM.

- 5.1 **Contingent Meeting #1:** City shall arrange and conduct, and LCOG shall appear at an additional public meeting, or meeting, work session, or hearing of the Planning Commission or City Council. LCOG shall present information using material from previous meetings and products developed over the course of the project.

LCOG shall prepare summary notes of Contingent Meeting #1.

- 5.2 **Contingent Meeting #2:** City shall arrange and conduct, and LCOG shall appear at an additional public meeting, or meeting, work session, or hearing of the Planning Commission or City Council. LCOG shall present information using material from previous meetings and products developed over the course of the project.

LCOG shall prepare summary notes of Contingent Meeting #2.

- 5.3 **Contingent PMT Meeting #1:** LCOG shall arrange and conduct an additional PMT Meeting via teleconference.

LCOG shall prepare summary notes of the Contingent PMT Meeting #1.

- 5.4 **Contingent PMT Meeting #2:** LCOG shall arrange and conduct an additional PMT Meeting in Lowell.

LCOG shall prepare summary notes of the Contingent PMT Meeting #2.

- 5.5 **Contingent Graphics:** LCOG shall create three to five zoning ordinance graphics, with input from PMT.

City Deliverables

- 5.1 Contingent Meeting #1
- 5.2 Contingent Meeting #2
- 5.3 Contingent PMT Meeting #1
- 5.4 Contingent PMT Meeting #2

LCOG Deliverables

- 5.1 Contingent Meeting #1
- 5.2 Continent Meeting #2
- 5.3 Contingent PMT Meeting #1
- 5.4 Contingent PMT Meeting #2
- 5.5 Contingent Graphics

	Project Total	

PROJECT SCHEDULE

Task	LCOG and City Deliverables	Completion
Task 1: Project Kick-off		
Task 2: Evaluation of Existing Plans and Regulations		
Task 3: Code Drafting		
Task 4: Adoption Draft and Public Hearings		

