

**Lowell City Council
Work Session Agenda
Tuesday, November 5 at 7:00 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. Oregon RAIN Presentation
2. Discuss Engineer of Record Contract
3. Discuss Small City Allotment Grant Award
4. Discuss Downtown Master Plan Implementation
5. Update on Strategic Plan
6. Mayor and City Council Comments

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.

Name of City or County: **Oakridge & Lowell**

SCORING:

0 = Don't Know

1 = Disagree or Too Early to Tell

2 = Somewhat Agree

3 = Agree

Regional Characteristics of a Thriving Entrepreneurship & Innovation (E&I) Ecosystem	Enter score to the best of your knowledge			
	0	1	2	3
Government buy-in still exists to support a thriving E&I Ecosystem			2.5	
Government leaders are demonstrating a willingness to amend policies to support the ecosystem			2.5	
Human capital (talent) exists in your region to support the growth of the E&I ecosystem		1		
Workforce training is available in the region			2	
The right education and training exists to support an E&I ecosystem (e.g. higher education, leadership training, accelerators, incubators, workshops, etc.)		1		
Quality mentors (people who have "been there, done that") exist in the region			2	
The local media covers stories about your local startups and innovation economy				3
There are multiple ecosystem partners engaged in the ecosystem			2.5	
Entrepreneurs have stepped up to champion the ecosystem		1.5		
Relevant physical assets exist in your community to support a growing E&I ecosystem (e.g. labs, kitchen incubators, co-working spaces, maker spaces, innovation hubs, etc.)		1		
High net-worth individuals interested in learning about angel investing have been identified.			2.5	
Capital is being invested into startups in the region.		1		
Service providers exist in the region and are engaging in the ecosystem		1		
There are regional and global markets demanding the types of products/innovations being created in your community (market timing)		1		
There are entrepreneurs, inventors, creatives in your community asking for support.				3
TOTALS	0	7.5	14	6
GRAND TOTAL	27.5 (compared to 30.5 for all Rural Lane RAIN is serving)			

Note: If your grand total is under 20, your community/region may not be ready for this work, or the work plan needs to be revisited.

MEMORANDUM OF UNDERSTANDING

Between Regional Accelerator & Innovation Network, City of Lowell, and City of Oakridge

1. Purpose

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

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

Oregon RAIN

Caroline Cummings
Executive Director
942 Olive Street
Eugene, OR 97401
541.968.2982

caroline@oregonRAIN.org

City of Lowell

Jared Cobb
City Administrator
107 E. 3rd Street
Lowell, OR 97452
541.937.2157

jcobb@ci.lowell.or.us

City of Oakridge

Bryan Cutchen
City Administrator
P.O. Box 1410
Oakridge, OR 97463
541-782-2258

cityadministrator@ci.oakridge.or.us

1.3. Through this MOU, the City of Lowell and the City of Oakridge **each** agree to provide \$7,500 to Oregon RAIN in FY 19/20. These funds will be allocated to Oregon RAIN for Rural Venture Catalyst support and resources for entrepreneurs and innovators in the City of Lowell and the City of Oakridge and for creating a culture of entrepreneurship through ecosystem-building.

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

1.5. Oregon RAIN, the City of Lowell, and the City of Oakridge recognize that the \$15,000 is a significant investment in advancing the innovation economy in the City of Lowell and the City of Oakridge and further recognize that **more investment will be required to fully implement and sustain the program**. The City of Lowell and the City of Oakridge will support Oregon RAIN's efforts to advance additional funding opportunities from foundations, counties, private corporations, the State of Oregon, and the Federal Government.

2. Goals

- 2.1. Continue to elevate the regional entrepreneurial ecosystem.
- 2.2. Raise additional funds for Rural Venture Catalyst activities in the City of Lowell and the City of Oakridge.
- 2.3. Support and expand mentoring, meetups, and other events to help gather, educate, and support entrepreneurs and innovators.
- 2.4. Continue to activate capital in the region.
- 2.5. Track overall budget and report progress to funders and partners.
- 2.6. Maintain and expand established database of entrepreneurs, mentors, and ecosystem stakeholders.
- 2.7. Continue launching and supporting previously identified and assisted startups.
- 2.8. Deliver wrap-around mentoring services to startups with the best potential in the City of Lowell and the City of Oakridge.
- 2.9. Meet other goals, as mutually agreed-upon between Oregon RAIN, the City of Lowell, and the City of Oakridge.

B. Oregon RAIN's Responsibilities

- 3.1. Oregon RAIN shall provide ongoing training, support, and supervision to the Rural Venture Catalyst and other staff serving the City of Lowell and the City of Oakridge.
- 3.2. Oregon RAIN shall work collaboratively with the City of Lowell and the City of Oakridge to continue implementing its Rural Entrepreneurial Development Program, which includes tracking and supporting ecosystem partners and key stakeholders, asset mapping, community outreach, surveying, and other investigative activities to assess culture and climate as it relates to entrepreneurship and overall community readiness to continue building and sustaining the region's entrepreneurial ecosystem.
- 3.3. Oregon RAIN shall monitor the overall budget and metrics for this program and report progress to the City of Lowell, the City of Oakridge, and other funders. Metrics tracked and reported shall include: number of entrepreneurs identified and assisted, revenue generated by startups assisted, jobs created by startups assisted, number and type of activities hosted, mentors engaged, and investors engaged.
- 3.4. Oregon RAIN shall work collaboratively with the City of Lowell and the City of Oakridge to create and implement specific strategies to develop an entrepreneurial ecosystem in the City of Lowell, the City of Oakridge, and the region. Within the City of Lowell and the City of Oakridge, Oregon RAIN shall

conduct educational events, find and support entrepreneurs by matching them with resources, find and educate angel investors, conduct asset mapping to identify resources and gaps in the regional entrepreneurial ecosystem, track and report metrics, and make recommendations for improvement.

3.5. Oregon RAIN shall continue building a network of stakeholders who have a shared vision for establishing an entrepreneurial ecosystem in the City of Lowell and the City of Oakridge.

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

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

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

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

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

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

4.3. The City of Lowell and the City of Oakridge shall help Oregon RAIN track metrics for this program, providing this data to Oregon RAIN no fewer than ten (10) business days before funder progress reports are due.

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

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

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

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

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

5. Payment Schedule

5.1. The City of Lowell and the City of Oakridge shall each provide \$7,500 to Oregon RAIN to build an entrepreneurial ecosystem in the City of Lowell and the City of Oakridge that focuses on helping startups launch and thrive.

5.2. The funds shall be paid to Oregon RAIN by **October 15, 2019** by:

- **City of Lowell** in the amount of **\$7,500**
- **City of Oakridge** in the amount of **\$7,500**

6. Duration of Agreement

6.1. This MOU will be in effect from **October 1, 2019 through June 30, 2020** and may be updated at any time through mutual written agreement of the parties.

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

7. Diversity, Equity, and Inclusion

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

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

7.3. Oregon RAIN is dedicated to providing a work environment that prioritizes fairness and respect. At Oregon RAIN, everyone is treated equally and is encouraged to achieve their fullest potential. We respect the individuality of each member of our community, and we are committed to a workplace free

of any kind of discrimination based on race, color, religion, sex, age, sexual orientation, gender identity and expression, disability, national or ethnic origin, politics, or veteran status.

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

8. Intellectual Property

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

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

9. Association

9.1 Oregon RAIN, the City of Lowell, and the City of Oakridge are not entering into a legal partnership, joint venture, commercial undertaking for monetary gain, or other such business arrangement.

9.2. Oregon RAIN, the City of Lowell, and the City of Oakridge shall not refer to this MOU or treat the arrangements of this MOU as a legal partnership, joint venture, commercial undertaking for monetary gain, or other such business arrangement.

9.3. Oregon RAIN, the City of Lowell, and the City of Oakridge shall not take any actions that would be inconsistent with the intentions of this paragraph.

10. Dispute Resolution

10.1. Oregon RAIN, the City of Lowell, and the City of Oakridge agree that, in the event of any dispute between them relating to this MOU, they shall first seek to resolve the dispute through informal discussions, which shall be initiated in writing.

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

10.3. Oregon RAIN, the City of Lowell, and the City of Oakridge agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration, or other dispute procedures.

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

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

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

10.7. The costs of mediation shall be shared equally by Oregon RAIN, the City of Lowell, and the City of Oakridge.

10.8. Oregon RAIN, the City of Lowell, and the City of Oakridge do not waive their legal right to adjudicate this MOU in a legal forum.

11. Entirety

11.1. This MOU constitutes the entire agreement among Oregon RAIN, the City of Lowell, and the City of Oakridge concerning the subject matter thereof.

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

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

11.4. Any amendments or modifications of this agreement shall be in writing and executed by all parties: Oregon RAIN, the City of Lowell, and the City of Oakridge.

11.5. Electronic signatures are valid and binding.

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

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

For RAIN



Signature

Caroline Cummings
Name

Executive Director
Title

7/1/2019
Date

For City of Lowell

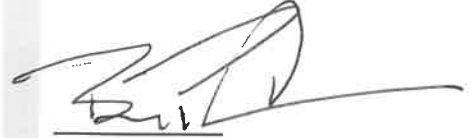
Signature

Jared Cobb
Name

City Administrator
Title

Date

For City of Oakridge



Signature

Bryan Cutchen
Name

City Administrator
Title

10/19/2019
Date

**PERSONAL SERVICES CONTRACT
FOR
ENGINEERING SERVICES**

This contract is entered into between the City of Lowell, Oregon, P.O. Box 490, Lowell, OR, 97452, an Oregon Municipal Corporation hereafter referred to as “**City**” and Civil West Engineering Services, Inc., 945 Geary Street SE, Albany, OR 97322 hereafter referred to as “**Contractor**”.

RECITALS

- A. Contractor is engaged in the business of providing licensed professional engineering services and has significant experience providing engineering services to Oregon local governments for public works projects, including sewer, water and transportation services.
- B. City desires to engage Contractor as the City’s Engineer of Record, to provide the services described in this contract, and Contractor is willing to provide such services on the terms and conditions set forth herein.
- C. The following are attached and incorporated as part of this Contract:
 - Exhibit A. City of Lowell Standard Contract Conditions.
 - Exhibit B. City Engineer Schedule of Expectations and Assumptions
 - Exhibit C. Civil West Engineering Services, Inc. – 2017 Class C Rate Schedule

AGREEMENT

- 1. **Services to be provided.** Contractor agrees to serve as City Engineer for City and to perform the following services:
 - 1.1. Advise City staff and the City Council on engineering issues, including but not limited to, sewer, water, transportation, subdivision and partition plans, standards, policies, budgeting, operations and permits.
 - 1.2. Review subdivision and partition plans and requests as to compliance with City ordinances and City, State and Federal standards, and the City’s plans and infrastructure capabilities.
 - 1.3. Coordinate as necessary with the City’s Building Inspector, Planner and Attorney, Lowell Rural Fire Protection District, Lowell School District, other permitting/granting agencies, and project engineers.
 - 1.4. Conduct the inspection of public infrastructure installations and such other activities occurring within City easements and rights-of-way that may be assigned, including verification or preparation of as-built drawings.
 - 1.5. Develop plans, specifications and bid documents for construction of public infrastructure.

1.6. Assist with grant writing and contract administration.

1.7. Use its best efforts to meet the City's Expectations and Assumptions described in Exhibit B.

2. **Consideration.**

2.1. Contractor shall utilize its best effort to submit to City, on or before the 10th day of each month, a statement for Contractor Services for the previous month, billed in accordance with the Compensation Schedule attached as Exhibit C hereto. Said statement shall clearly itemize work done by project, hours expended and billing category performing the work. In no event will the City accept a statement for services which occurred more than 90 days previous to the billing date unless agreed upon in advance. The Compensation Schedule may be amended annually on the anniversary of this Contract upon mutual agreement of both parties to a written amendment to Exhibit C.

2.2. City will utilize its best efforts to remit payment to Contractor in the amount billed within 30 days of receipt of the invoice.

3. **Authorized Service Requests.** Only the City Administrator and Public Works Director are authorized to request services from Contractor unless indicated otherwise in writing.

4. **Term of Contract.** This contract shall be effective from the date signed by both parties for a period of three years unless terminated earlier as provided in Section 5 of this contract.

5. **Termination.** Notwithstanding any other provision hereof to the contrary, this contract may be terminated as follows:

5.1. The parties, by mutual written agreement may terminate this contract at any time.

5.2. Either party may terminate this contract in the event of a breach of the contract by the other party, after the first party provides written notice of breach and other party fails to remedy the breach within seven calendar days.

5.3. Either party may terminate this contract for any reason upon sixty days' written notice to the other party.

5.4. City may terminate this contract immediately upon Contractor's failure to have in force any insurance required by this Contract.

5.5. Except as provided in Section 6 below, in the event of termination, City shall pay Contractor for work performed to the date of termination.

6. **Remedies.**

6.1. In the event of a termination of this contract by City because of a breach by Contractor, City may complete work by contract with other persons. Contractor shall be liable to City for any costs or losses actually incurred by City as a result of the breach. City may withhold payment of sums due

Contractor for work performed prior to and on the date of termination until City's costs and losses have been determined, at which time City may offset any such amount due Contractor against costs and losses incurred by City.

- 6.2. The foregoing remedies provided to City for breach of this contract by Contractor shall not be exclusive. City shall be entitled to exercise any one or more legal or equitable remedies available because of Contractor's breach.
- 6.3. In the event of breach of this contract by City, Contractor's remedy shall be limited to termination of this contract, payment for work performed to the date of termination, and compensation for any direct loss actually incurred by Contractor as a result of the City's breach.
- 6.4. Waiver by either party of any violation of this contract shall not prevent that party from invoking remedies of this section for any succeeding violations of the contract.
7. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless City, its officers, agents and employees from any claims, actions, liability or cost, including attorney fees and other costs of defense, arising out of Contractor's negligence or non-performance of the terms of this contract.
8. **Insurance.** Contractor shall maintain in force for the duration of this contract, the insurance coverage specified below. A copy of each policy or certificate satisfactory to City shall be delivered to City prior to commencement of work hereunder. The certificates of insurance shall contain a provision that coverage afforded under the policies will be primary over any other available insurance, including insurance by City, and must contain endorsements entitling the City to not less than thirty (30) days' prior notice before suspension, cancellation or reduction in coverage. Policies shall be issued by companies authorized to do business under the laws of the State of Oregon and approved by the City. Policies must identify the City as an additional insured entity. Failure to maintain any insurance coverage required by this contract shall be cause for immediate termination of this contract by City.
 - 8.1. **Commercial General Liability.** Contractor shall maintain a broad form of commercial liability insurance policy with coverage of not less than \$1,000,000 combined single limit per occurrence, with aggregate of \$2,000,000, for bodily injury, personal injury or property damage. Such policy shall contain contractual liability endorsement to cover Contractor's indemnification obligations under this contract, and shall expressly provide that the interest of City shall not be affected by Contractor's breach of policy provisions.
 - 8.2. **Professional Liability.** Contractor shall maintain a professional liability insurance policy with coverage of not less than \$1,000,000, with a deductible of not more than \$50,000, to protect Contractor from claims for professional acts, errors or omissions arising from the work hereunder. The policy shall contain an endorsement entitling City to not less than 60 days' prior written notice of any material change, non-renewal or cancellation of such policy. This policy may be written on a "claims made" form, provided that, Contractor shall maintain the claims made policy for at least five (5) years after the date of termination of this contract. Contractor's obligation under this Subsection 8.2 shall survive termination of this contract.
9. **Non-discrimination.** Contractor shall not discriminate against employees, or discriminate against or deny service to any person, on the grounds of race, color, sex, national origin, marital status, familial status, sexual orientation, disability, age or duration of residence.

10. **Subcontracting.** Contractor shall not subcontract the work, in whole or in part, without City's prior written approval. Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to comply with all obligations of Contractor specified in this contract. Notwithstanding City's approval of a subcontractor, Contractor shall remain obligated for full performance of this contract and City shall incur no obligation to any subcontractor. Contractor shall indemnify, defend and hold harmless from all claims of subcontractors.
11. **Assignment.** Contractor shall not assign this contract, in whole or in part, or any right or obligation hereunder, without City's prior written approval.
12. **Independent Contractor.** Whether Contractor is a corporation, partnership, or other legal entity or an individual, Contractor is an independent contractor. If Contractor is an individual, Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by Contractor, however, the nature of the services and the results to be achieved shall be specified by City, consistent with Exhibit B hereto. Contractor is not to be deemed an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of City, except to the extent expressly provided herein within the scope of the work specified.
13. **Compliance with Laws.** Contractor 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 provisions of City's standard contract conditions set forth in Exhibit A.
14. **Notices.** Any notices permitted or required by this contract 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 parties at the address designated at the beginning of this contract, or other address as either party may provide to the other by notice given in accordance with this provision.
15. **Survival.** Any obligation of a party to perform an act or liability for indemnification or payment which arises from or under the provision of this contract prior to its termination or expiration shall survive such termination or expiration until satisfied by performance or payment.
16. **Attorney Fees.** In the event of any action to enforce or interpret this contract, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees incurred in the proceeding, as set by the court, at trial, and on appeal.
17. **Integration.** This contract embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. This contract shall not be amended except in writing, signed by both parties.
18. **Governing Law.** This contract shall be governed by and interpreted in accordance with the laws of the State of Oregon.

19. **Jurisdiction and Venue.** All actions relating to this contract shall be tried before the courts of the State of Oregon to the exclusion of all other courts which might have jurisdiction apart from this provision. Venue in any action shall be the Circuit Court of Lane County, Oregon.

For the City of Lowell

For Civil West Engineering Services, Inc.

By: _____
Jared Cobb

Title: City Administrator

Date: _____

By: Matt Watts

Title: Area Manager

Date: 1/20/17

Exhibit A

Standard Contract Provisions

The following standard public contract clauses shall be included expressly or by reference where appropriate in every contract of the City. These terms are intended to supplement, and not replace, any provisions in the contract.

- (1) Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.
- (2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold City harmless from any such lien or claim.
- (4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- (5) For public improvement and construction contracts only, if contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or services furnished, the City may withhold from any current payment due contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the contractor or the City. There shall be no final acceptance of the work under the contract until all such claims have been resolved.
- (6) Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.
- (7) With certain exceptions listed below, contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:
 - (a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or
 - (b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and
 - (c) All work performed on the days specified in ORS 279B.020(1) for non-public improvement contracts or ORS 279C.540(1) for public improvement contracts.
 - (d) For personal/professional service contracts as designated under ORS 279A.055, instead of (a) and (b) above, a laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.
 - (e) Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression. For contracts other than construction or public improvements, this subsection (7) does not apply to contracts for purchase of goods or personal property.
 - (f) Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a

location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- (8) The hourly rate of wage to be paid by any contractor or subcontractor to workers upon all public works with a contract value greater than \$49,999 shall be not less than the applicable prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.800 to ORS 279C.850. For projects covered by the federal Davis-Bacon Act (40 USC 276a), contractors and subcontractors shall pay workers the higher of the state or federal prevailing rate of wage.
- (9) The contractor, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, or otherwise be exempt under ORS 656.126.
- (10) As to public improvement and construction contracts, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities who have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual, OAR 137-030-0010, Commentary 4. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both the City and the contractor shall have all the rights and obligations specified in ORS 279C.525 to handle the situation.
- (11) In addition to any other provisions regarding termination, the contract may be canceled at the election of City for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The City may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the City, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, for public improvement contracts, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279C.660 for a public improvement contract.
- (12) If the City does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The City will notify the contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the City shall have no further obligation to the contractor for payments beyond the termination date. This provision does not permit the City to terminate the contract in order to provide similar services or goods from a different contractor.
- (13) By execution of this contract, contractor certifies, under penalty of perjury that:
 - (a) To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and
 - (b) Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.
 - (c) Contractor has a public works bond filed with the Construction Contractors Board that is valid at the time of initiation of construction and all times thereafter during construction.
 - (d) Contractor will include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractor's Board before starting work on the project.
- (14) Contractor agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability or quality are otherwise equal.
- (15) Contractor agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by City.

- (16) Contractor agrees to make all provisions of the contract with the City applicable to any subcontractor performing work under the contract.
- (17) The City will not be responsible for any losses or unanticipated costs suffered by contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.
- (18) Except as provided in the contract, all modifications and amendments to the contract shall be effective only if in writing and executed by both parties.
- (19) The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.
- (20) Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to the City with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the City, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The City shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this contract. The City shall have the right to modify or remove any restrictive markings placed upon the data by the contractor. If as a result of this contract, the Contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, the Contractor shall use recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements.
- (21) The Oregon Standard Specifications for Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.
- (22) As to contracts for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material in an approved site, if feasible and cost-effective.
- (23) As to public improvement contracts for demolition, the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.
- (24) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the City will make final payment on the contract.
- (25) If a contractor does not submit certified payroll reports each month, In addition to the specified amount of retainage, the City will withhold twenty five (25) percent of any amount earned during the time when no certified reports are submitted. City will release the additional withholding within 14 days to the submission of a certified payroll report that complies with applicable state and federal standards.
- (26) A fee is required to be paid to the Commissioner of the Bureau of Labor and Industries (BOLI) for every public works contract. This fee will be paid pursuant to the administrative rules of BOLI. Every contractor and subcontractor must have a public works bond filed with the Commissioner of BOLI prior to starting work on this contract, unless the contractor is exempt under ORS 279C.836.
- (27) Within ten days of the execution of a public improvement contract, or at any time prior to that date, Contractor shall demonstrate that an employee drug testing program is in place.

Exhibit B
EXPECTATIONS AND ASSUMPTIONS

1. Contractor will assign the least expensive employee capable of handling a particular task to perform the work, which will be billed at a lower rate than the standard engineer rate. Contractor will remain ultimately responsible for the work performed by employees.

2. Sufficient inspections of development will be performed to insure that plans and standards are followed and that "as-builts" are complete and correct.

3. Contractor shall be receptive to considering new information and, if necessary, changing prior advice given to City if new information warrants doing so.

4. Contractor shall promptly respond to City requests for technical advice. However, Contractor shall first research the subject sufficiently to ensure the response formulated is reliable.

5. Contractor shall treat all persons contacted in performance of the contract duties with respect, courtesy and sensitivity to their concerns.

6. Contractor shall be objective in providing City with analyses of policy considerations and will discuss the pros and cons of matters without advocating a particular position. Policy decisions are made by the City Council after considering Contractor's technical advice, the advice of other experts and the public, and Contractor's work shall support the City Council decisions.

7. Although Contractor has broad experience with local government and public sewer, water and transportation systems, when necessary in order to provide specialized assistance with problems beyond Contractor's experience, education or training, Contractor shall contact other engineers for assistance or recommend that City hire other engineers to deal with such problems.

8. Contractor shall be "on call" at all times. If assistance is requested by City, Contractor shall send a qualified representative upon no more than one-hour notice.

9. Contractor shall report to the City Council any conflicts discovered between various City ordinances, ordinance provisions which violate state or federal law or regulations, or City

budget problems.

10. Contractor shall guide and advise City staff on all City engineering related matters, advise when action is required by staff, the City Council, or a consultant other than Contractor.

11. Contractor shall use its best efforts to assist the City in saving money in both the long and short term.

12. In the event a particular City Council policy is unclear, Contractor shall consult with the City's staff, attorney, building official, and/or planner before interpreting a City ordinance or policy. Contractor shall not take a public position in behalf of the City on any such issues until any disagreement between the staff, attorney, building official, and/or planner has been resolved or the City Council has addressed the issue.

Exhibit C



Civil West Engineering Services, Inc. - 2017 Class C Rate Schedule	
STAFF/ITEM	BILLING RATE
ENGINEERING	
Principal Engineer	\$152
Project Manager	\$137
Senior Project Engineer	\$130
Project Engineer	\$123
Engineering Technician	\$103
Staff Engineer	\$69
Inspector	\$81
Engineering Intern	\$45
Clerical	\$45
Surveying	
Senior Surveyor (PLS)	\$135
Senior Survey Technician	\$110
Survey Technician	\$90
1-person Survey Crew	\$145
2-person Survey Crew	\$170
3-person Survey Crew	\$210
REIMBURSABLES	
Mileage - or current IRS Rate	\$0.575
Lodging, meals as required for travel	Cost
Reproduction, Printing, Etc.	Cost plus 10%
Subconsultants	Cost plus 10%



Civil West Engineering Services, Inc. - 2020 Class B Rate Schedule	
STAFF/ITEM	BILLING RATE
ENGINEERING	
Principal Engineer	\$165
Project Manager	\$150
Senior Project Engineer	\$145
Project Engineer	\$134
Engineering Technician	\$114
Staff Engineer	\$84
Inspector	\$95
Engineering Intern	\$50
Clerical	\$52
Surveying	
Senior Surveyor (PLS)	\$150
Senior Survey Technician	\$120
Survey Technician	\$103
1-person Survey Crew	\$160
2-person Survey Crew	\$188
3-person Survey Crew	\$225
REIMBURSABLES	
Mileage - or current IRS Rate	\$0.575
Lodging, meals as required for travel	Cost
Reproduction, Printing, Etc.	Cost plus 10%
Subconsultants	Cost plus 10%
* Scoped Support Services Approved Travel Budgets Will be Developed and Approved by City Using Standard Billing Rates.	



Oregon

Kate Brown, Governor

Department of Transportation
Transportation Development Division
555 13th Street NE, Suite 2
Salem, OR 97301
Phone: (503) 986-3420
Fax: (503) 986-4173

October 30, 2019

City of Lowell
107 E Third Street
Lowell, OR 97452

Subject: 2020 Small City Allotments Program Awards Announcement

Project Name : LAKEVIEW AVENUE - REHABILITATION PROJECT

In accordance with ORS 366.805 and the recommendation of the Advisory Committee, I am pleased to announce your project was one of 53 selected to be funded. ODOT received 102 eligible applications requesting a total of \$9,814,566 with funding limited to \$5,195,000 it was a very competitive selection process.

The SCA award amount for your project is \$100,000.00

Per the information provided in the application we have generated the following project description that will be inserted into the Agreement. Please review the description carefully to ensure that it reflects the intent of the application submitted. If the description does not meet the intent of the application or you find that you will be unable to perform the improvements specified you need to contact us immediately, in writing (email preferred), addressing any discrepancies. Please be advised that the Project Description is designed to cover the critical aspects of the proposed improvements rather than every detail required to facilitate that effort e.g., if you proposed an asphalt overlay we do not need to include every step of that process but would instead just point out the critical elements involved. Recognize that Project Awards were based upon the information provided in your application therefore only minor changes will be considered.

Project Description:

Project will complete base repairs as needed and apply slurry seal on Lakeview Avenue from Pioneer to Moss Street.

Your application *did not* indicate that your project will come into contact with a State Highway. If upon review you find that any portion of the project will touch a State Highway it is your responsibility to notify us immediately as additional obligations specific to ADA may be required; please refer to attachment.

In the next few weeks you will receive materials that are time sensitive and will require a prompt response. We have learned from previous experience that many small cities, eligible for these awards, have limited staff resulting in response delays or no response due to vacations, illness, staff turnover, etc. To ensure your responses are timely we ask that you complete the attached "Contact Information Form" to ensure that multiple people are receiving the materials we send and can respond in the event that the primary contact is not available. Please return the completed form no later than November 12, 2019 via email to SmallCityAllotments@odot.state.or.us . Note that though we recognize that cities may engage an outside entity to perform Project Management duties, for our purposes we request that all contact information provided is for City Staff members.

Included in the attachments please find the template for the Agreement that will be used for 2020 Small City Allotment Program awards. Take this opportunity to review the document and share it as necessary with those entities whose signature will be required. This will save time once it is presented to you for signatures.

Please be advised that only work that begins after the effective date of the executed Agreement will be eligible for reimbursement with SCA funds.

Your participation in the program is appreciated and we look forward to seeing your completed project. If you have questions regarding the SCA program, you may contact either myself at (503) 986-7202 or Deanna Edgar at (503) 986-3441.

Sincerely,

Alan Thompson
Small City Allotment Program Manager

Attachments: Contact Information Form
Letter to League of Oregon Cities w/ 2020 SCA Awards by City
ADA Compliance Information Sheet
Agreement Template

Pavement Preservation Plan



6.3 PAVEMENT PRESERVATION PROJECTS AND RECOMMENDATIONS

To address existing deficiencies in the City of Lowell, the following projects have been identified. Please note that some projects include improvements to more than one street, which should be bundled within small geographic locations.

In addition to the specific projects recommended herein, it is recommended that the city develop a budget for annual street improvements to treat or replace pavement as it deteriorates. As described in section 2.2, pavement is expected to last 20 years, if some maintenance is completed during that time period pavement is expected to last 30-40 years. Project 8, at the end of this section is included to develop the annual cost for pavement maintenance.

6.3.1 Project 1

This project is on Main Street. Main Street runs parallel on the northside to the property of the Lowell High School. Main Street was identified by the City as priority projects due to the amount of traffic the street encounter's daily. Observed pavement distress on Main Street includes; severe to moderate alligator cracking, longitudinal cracking, oxidation, aging, and raveling.

Geotechnical investigation, completed July 2018, recommends Main Street be repaired with deep patching in areas of severe alligator cracking combined with a 2-inch grind and overlay of new asphalt pavement. See the project sheet C1 for more information. Below is the overall construction cost estimate for East Main Street improvements totaling **\$119,174.88**.

Table 6-1 East Main Street Improvements Cost Estimate

Item	Description	Unit	Est. Quantity	Unit Amount	Total
1	Mobilization - Bonds & Insurance (10%)	ls	1	\$ 6,736.85	\$ 6,736.85
2	Construction Facilities & Temporary Controls (5%)	ls	1	\$ 3,368.43	\$ 3,368.43
3	Demolition & Site Preparation (7%)	ls	1	\$ 4,715.80	\$ 4,715.80
Demolition					
4	Cold Pane/Grind Pavement Removal (2 inches deep)	sy	2331	\$ 3.00	\$ 6,992.00
5	Over Excavate Deep Patches 6"	sy	123	\$ 25.00	\$ 3,066.67
Roadway Improvements					
7	Surface Treatments (seal cracks)	sy	2331	\$ 3.00	\$ 6,992.00
8	Deep Patching at Driveways (5% of street) includes saw cutting, geo fabric, backfill and AC	ls	1	\$ 3,373.33	\$ 3,373.33
9	2" AC Pavement Overlay- Level 3	sy	2331	\$ 14.00	\$ 32,629.33
10	Clean Pavement Surface and Apply Top Coat Per 00730 ODOT	sy	2453	\$ 5.00	\$ 12,266.67
Striping					
11	12" Thermoplastic 12' Stop Bar and 34' Crosswalk	lf	46	\$ 11.00	\$ 506.00
12	4" White Dotted Line Per ODOT TM500 WD	lf	695	\$ 1.50	\$ 1,042.50
13	Landscape Restoration & Cleanup	ls	1	\$ 500.00	\$ 500.00
Construction Subtotal					\$ 82,189.57
Contingency			20%		\$ 16,437.91
Engineering			20%		\$ 16,437.91
Administrative			5%		\$ 4,109.48
Total Project Cost					\$119,174.88

Pavement Preservation Plan



6.3.2 Project 2

This project is on Lakeview Avenue. Lakeview runs parallel on the southside to the property of the Lowell High School. Lakeview was identified by the City as priority projects due to the amount of traffic the street encounter's daily. Observed pavement distress and deficiencies on Lakeview includes; longitudinal cracking, the width of the roadway, and no off-street parking.

Geotechnical investigation, completed July 2018, identified pavement deficiencies including poor sub-base and lack of required pavement thickness for traffic loading. It is recommended Lakeview be repaired with a 2-inch grind and overlay for the ¼ most eastern section of the street and full removal and replacement of the remainder. See the project sheet C1 for more information. Below is the overall construction cost estimate for East Lakeview Avenue improvements totaling **\$142,100.82**.

Table 6-2 East Lakeview Avenue Improvements Cost Estimate

Item	Description	Unit	Est. Quantity	Unit Amount	Total
1	Mobilization - Bonds & Insurance	ls	1	\$ 8,032.83	\$ 8,032.83
2	Construction Facilities & Temporary Controls	ls	1	\$ 4,016.42	\$ 4,016.42
3	Demolition & Site Preparation	ls	1	\$ 5,622.98	\$ 5,622.98
Demolition					
4	Cold Pane/Grind Pavement Removal (2 inches deep) (1/4 most eastern section)	sy	383	\$ 3.00	\$ 1,150.00
5	Roadway Section Removal (3/4 most western section)	sy	1150	\$ 25.00	\$ 28,750.00
6	Sawcut existing Concrete, Sidewalks, & Pavement	lf	100	\$ 1.90	\$ 190.00
Roadway Improvements					
7	Standard Curb	lf	650	\$ 12.00	\$ 7,800.00
8	Surface Treatments (Seal cracks)	sy	1533	\$ 3.00	\$ 4,600.00
9	2" AC Pavement Overlay- Level 3	sy	383	\$ 14.00	\$ 5,366.67
10	4" AC Pavement - Level 3	sy	1150	\$ 14.00	\$ 16,100.00
11	6" Aggregate Base	sy	1150	\$ 6.00	\$ 6,900.00
12	Clean Pavement Surface and Apply Top Coat Per 00730 ODOT	sy	1533	\$ 5.00	\$ 7,666.67
Striping					
13	12" Thermoplastic 10' Stop Bar and 18' Crosswalk	lf	30	\$ 11.00	\$ 330.00
14	4" White Dotted Line Per ODOT TM500 WD	lf	650	\$ 1.50	\$ 975.00
15	Landscape Restoration & Cleanup	ls	1	\$ 500.00	\$ 500.00
Construction Subtotal					\$ 98,000.57
Contingency			20%		\$ 19,600.11
Engineering			20%		\$ 19,600.11
Administrative			5%		\$ 4,900.03
Total Project Cost					\$142,100.82

IMPLEMENTATION

Implementation Strategy

The most pivotal component of any plan is its implementation. This Plan presents some strategies for prioritizing, financing, and achieving the vision of Lowell Downtown Master Plan. The projects proposed within the previous section are organized by phases. These projects have additional implementation nuances that are critical to consider. These nuances include key partnerships, local leadership, as well as funding sources and allocations. The intent of the Downtown Master Plan is to be visionary but also financeable and practical. It will serve as a daily resource for citizens, decision makers and anyone with an interest in future public and private investments in Lowell.

Phase 1 Projects (Years 2019 – 2024)

1A - Update downtown zoning regulations

Summary: Development codes (including zoning ordinances) implement comprehensive plan policies. Development codes establish allowed, conditional and prohibited uses, development standards and other regulatory nuances enforceable by the City.

The City of Lowell should pursue these changes as the top priority. The City has begun coordinating an opportunity to accomplish this through the State of Oregon's Transportation and Growth Management (TGM) Code Assistance program, managed jointly by ODOT and DLCD. TGM Code Assistance provides financial and technical support to complete this type of work. Early indications suggest that this work could proceed as early as Summer 2019, which would be an excellent opportunity to maintain momentum for Downtown.

Key Partners: LCOG, TGM (DLCD and ODOT)

Next Steps: Submit application to TGM, obtain Council support, Support/complete project. Utilize code amendment recommendations from the Downtown Master Planning process.

Funding Sources: Local and/or TGM Code Assistance (DLCD and ODOT)

Local Lead: City Administrator & Planning Commission

Estimated Cost: \$50,000 - \$60,000

1B - Establish design standards for signage and gateways

Summary: Establishment of gateways and signage is a high prioritized project. The urban design consultants supporting the Downtown Master Plan created a concept for gateways and signage in Lowell. These and the signage needs established in the Parks Master Plan should be considered. If the City determines to go another direction, then they should establish standards with which to proceed.

Key Partners: A Design/Architecture Firm, LCOG

Next Steps: Determine if there is desire to pursue/refine existing designs. If not, establish concepts and standards and reach out to architectural/design firm(s) for help.

Funding Sources: Local and/or TGM Code Assistance (DLCD and ODOT)

Local Lead: City Administrator/Economic Development Committee

Estimated Cost: \$2,500-\$5,000

1C - Erect Gateway on Pioneer Street and/or Monument Sign at North Shore and Pioneer

Summary: With a design in place, the City can proceed with construction of a gateway

Key Partners: A Design/Architecture Firm, Contractor(s), Owners

Next Steps: Confirm design and/or standards

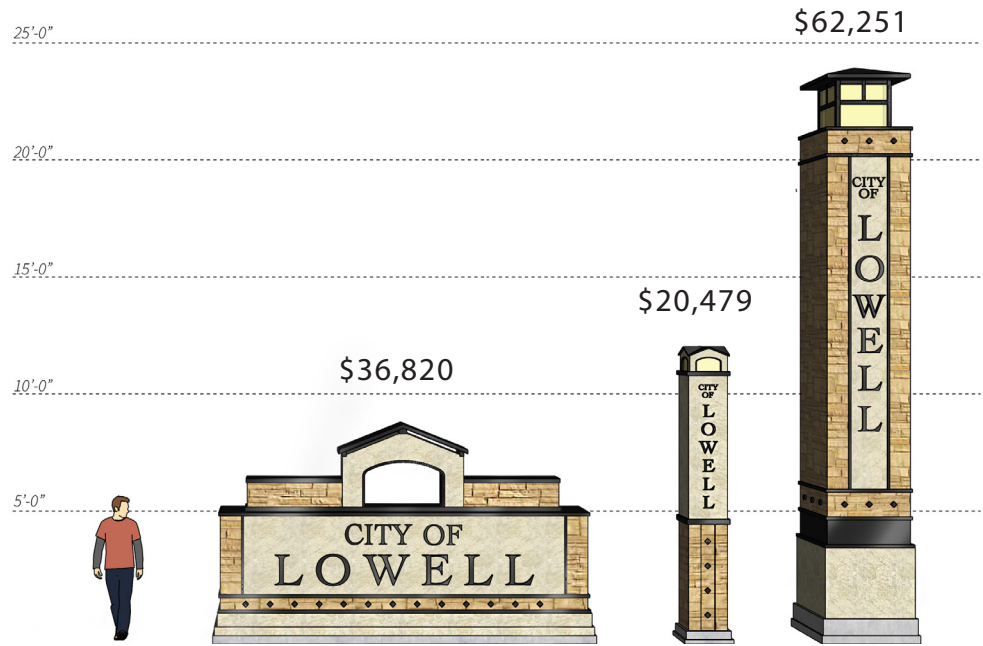
Funding Sources: Bonds, Oregon Tourism Commission, Urban Renewal

Local Lead: City Administrator/Economic Development Committee

Estimated Cost: \$124,502 (Large Tower x 2), \$36,820 (Monument Sign x 1)

1C - Gateway Project
Figure

Note: Gateways and signage presented here provide one example of conceptualization and planning level cost estimates. Signage design will realize as decision-makers and the community see fit.



1D - Rolling Rock Park improvements

Summary: The City of Lowell is completing a Parks Master Plan concurrent with the Downtown Master Plan. Rolling Rock Park is proposed to be reconfigured to provide a larger, more centralized and versatile space in downtown. The Illustrative Plan conveys some Rolling Rock park concepts, but the Lowell Parks Master Plan should be consulted for specific park improvement details and concepts.

Key Partners: University of Oregon, Landscape Architecture Firm, Construction firm(s)

Next Steps: Secure funding

Funding Sources: OPRD Local Government Grants, Land and Water Conservation Fund

Local Lead: City Administrator/ Parks and Recreation Committee, Private

Estimated Cost: \$840,000 (Including Design, Contingency and Fees – does not include sidewalk or street trees within City right-of-way))

1E - City Hall and Library Concept Plan

Summary: Lowell's current City Hall is unsafe and under evaluation for reconstruction or relocation. This presents a significant opportunity for the City to anchor the Downtown vision with some alignment of necessary public investment. Investigation into these concepts has already begun as of March, 2019.

Key Partners: The Urban Collaborative

Next Steps: Complete initial analysis and concept planning

Funding Sources: Secured

Local Lead: City Administrator/ Library Committee

Estimated Cost: Pending

1F - Sidewalk improvements along Moss and Main (adjacent to Rolling Rock Park)

Summary: Rolling Rock Park is proposed to be reconfigured to provide a larger, more centralized and versatile space in downtown. Moss Street and Main Street also have longer term plans established for street sections improvements. Although street improvements may not be undertaken fully in the first five years (Phase 1), the nexus of these two projects presents the possibility for sidewalks along Moss Street and Main Street to be addressed.

Key Partners: University of Oregon, Landscape Architecture Firm, Construction firm(s)

Next Steps: Secure funding

Funding Sources:

Local Lead: City Administrator/ Parks and Recreation Committee/Pubic Works Director

Estimated Cost: \$239,400 (includes 20% engineering and 20% contingency)


IMPLEMENTATION



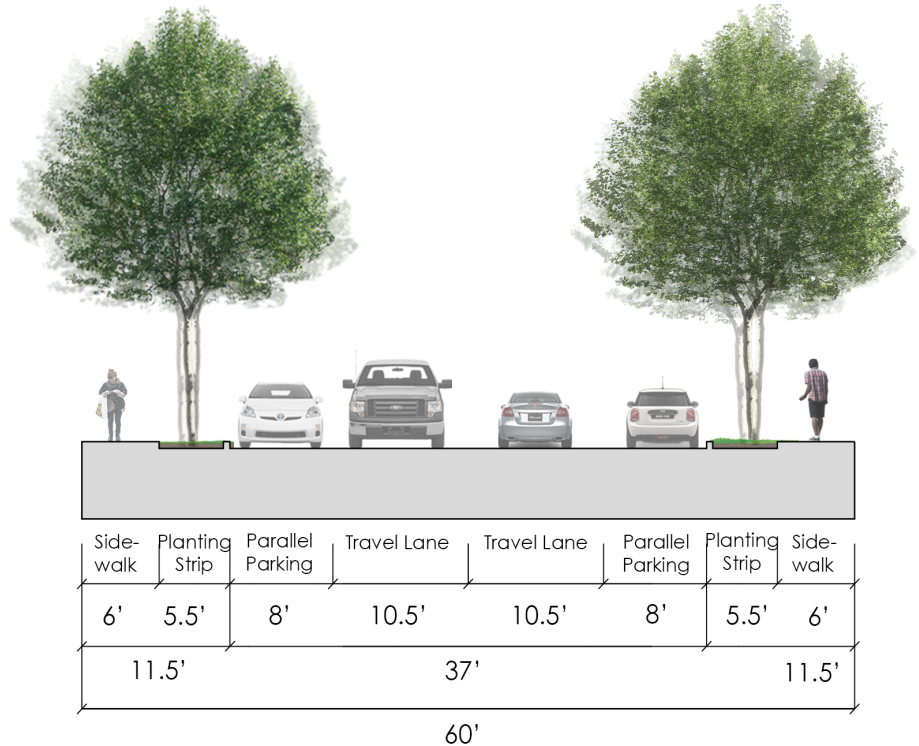
1D - Preliminary concept for Rolling Rock Park (from Draft parks Master Plan)



1E - Lowell City Hall & Library - Proposed Site - 70 Pioneer Street

-  Existing Building Footprint
-  Fence (Demarcates Building Property)
-  Lamppost

1F - Street Section for 60 foot right-of-way (Moss and Main)



1G - Paint parallel parking along North Shore (existing pavement)

Summary: The longer term vision for North Shore drive is for a widening of the pavement to utilize the entire 90 foot-right-of-way (between Moss and Pioneer Streets) In the meantime (shorter term), the existing pavement can be utilized to implement on-street parking for North Shore Drive.

Key Partners: Lane County Transportation, Owners

Next Steps: Secure funding and scope project further

Funding Sources: Local, Lane County, Lane County Road Improvement Assistance Fund

Local Lead: City Administrator, Public Works Director

Estimated Cost: \$166,320 (includes 20% engineering and 20% contingency)

1H - Plant street trees along North Shore Drive (adjacent to Rolling Rock Park)

Summary: The longer term vision for North Shore drive is for a widening of the pavement to utilize the entire 90 foot-right-of-way (between Moss and Pioneer Streets) established for street sections improvements. Planting street trees will need to be conducted in a way that accounts for and accommodates a City decision of whether to eventually expand the pavement of North Shore right-to-way to utilize all 90-feet.

Key Partners: Lane County Transportation, Owners

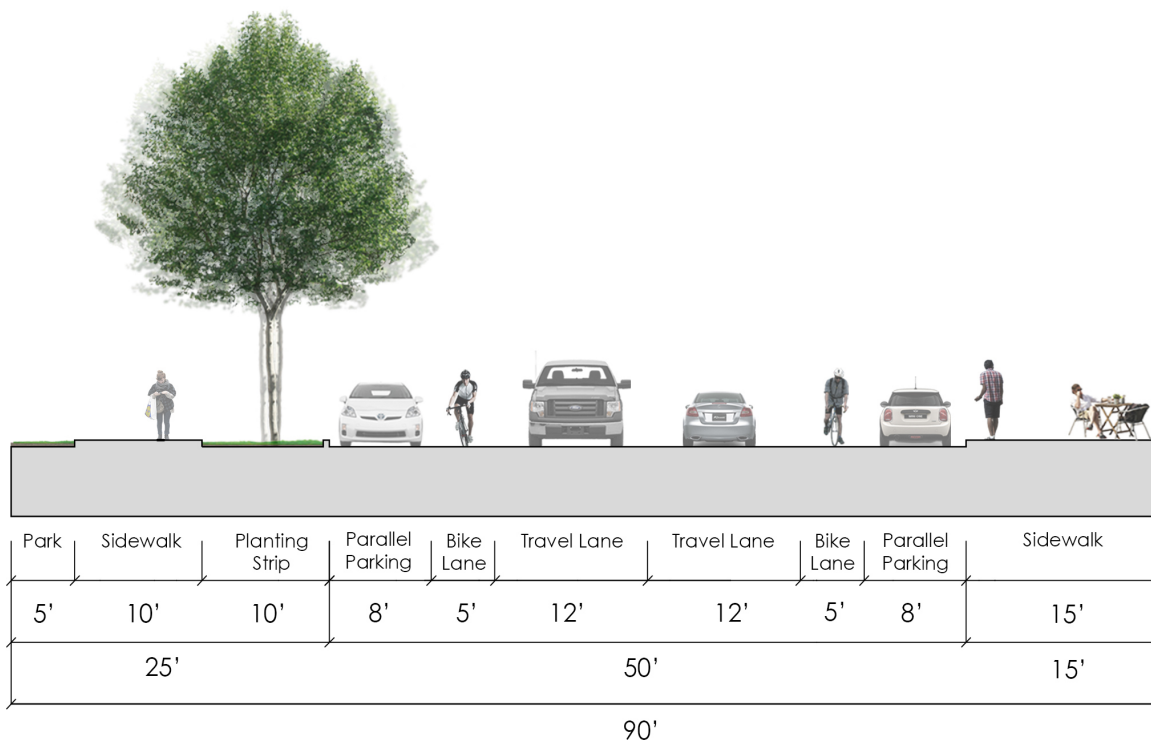
Next Steps: Continue to coordinate vision and concepts with Lane County, develop refined (construction level) costs, secure funding

Funding Sources: Urban Forestry Grants, Oregon Tourism, Private

Local Lead: City Administrator/Public Works Director/Economic Development Committee

Estimated Cost: \$12,320 (includes 20% engineering and 20% contingency)

1G; 1H - Street Section for 90 foot right-of-way (North Shore Drive)



IMPLEMENTATION

1I - Investigate Improved Broadband Service for Downtown Lowell

Summary: Access to high speed internet is crucial for economic activity. Lowell should investigate and pursue opportunities and partnerships for increasing access to broadband in downtown. Broadband is provided to rural areas in a number of ways, but most ideally through a physical fiber-optic cable connection. Lowell is fortunate (and unique) in having long haul fiber optic cable that runs through downtown (including to the school and other locations in town). Acquiring service through that existing fiber cable is complex, but the City should dedicate resources to pursuing the unique opportunity that exists to access it.

Key Partners: The Regional Fiber Consortium, LCOG, Lane County, Internet Service Provider(s)

Next Steps: Establish a clear desire for improved fiber connectivity, work with Regional Fiber Consortium staff (LCOG) to map out next steps and potential private and public partnerships.

Funding Sources: Regional Fiber Consortium grants, public/private partnerships

Local Lead: City Administrator/Economic Development Committee

Estimated Cost: \$1,000-\$25,000 (represents a range of only staff time to securing funding (including grants) to support broadband.

1J - Develop green space connectivity network plan for pedestrian and bicycle pathways

Summary: The community of Lowell recognizes its natural setting as one of its outstanding strengths. Preparing more deliberately for connections to this asset has been identified as a clear benefit for improving connections between Lowell's tourist amenities and its downtown.

Key Partners: Lane County Transportation, Lane County Parks, Army Corps of Engineers, Oregon Parks and Recreation Department, LCOG, Oregon Tourism Commission, Local Businesses, Owners

Next Steps: Find and encourage local champions (including the Parks and Recreation Committee) who can continue to emphasize the need and benefits of connectivity. Use prioritized projects as a starting place and to gain momentum for other opportunities.

Funding Sources: City of Lowell, OPDR, TGM (DLCD and ODOT)

Local Lead: City Administrator/Parks and Recreation Committee

Estimated Cost: \$25,000 - \$40,000

Local Lead: City Administrator/Economic Development Committee

Estimated Cost: \$1,000-\$25,000 (represents a range of only staff time to securing funding (including grants) to support broadband.

Key Partners: Lane County Transportation (though their jurisdiction ends west of Moss Street), Oregon Parks and Recreation Department.

Next Steps: Work with Oregon PRD to seek funding for and complete preliminary analysis and concept planning, seek funding for project.

Funding Sources: Oregon Parks and Recreation Department

Local Lead: City Administrator/Parks and Recreation Committee

Estimated Cost: Option - \$1,764,000, Option B – \$3,648,400 (includes 20% engineering and 20% contingency)

1K - Street Section Improvements for new Street connecting Main Street and North Shore Dr.

Summary: The Illustrative Plan calls for development of the right-of-way that connects Main Street to North Shore Drive through what is now Rolling Rock Park – and is proposed to be the east side of Rolling Rock Park. Street section improvement a reshown in the diagram below.

Key Partners: Lane County Transportation, Future owner/developer of property to the east

Next Steps: Continue to coordinate vision and concepts with Lane County, develop refined (construction level) costs, secure funding

Funding Sources: SCA (ODOT), Adjacent Development

Local Lead: City Administrator/ Public Works Director/Economic Development Committee

Estimated Cost: \$391,108 (includes 20% engineering and 20% contingency)

Project Figure: *Street Section for 60-foot right-of-way (New Street)*