

**Lowell City Council  
Regular Meeting  
Tuesday, February 15, 2022 at 7 P.M.**

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

**COVID-19 protocols are required for those attending in person, including mask wearing and social distancing.**

**Members of the public are encouraged to provide comment or testimony through the following:**

- Joining by phone, tablet, or PC. For details, click on the event at [www.ci.lowell.or.us](http://www.ci.lowell.or.us).
- In writing, by using the drop box at Lowell City Hall, 107 East Third Street, Lowell, OR 97452.
- By email to: [admin@ci.lowell.or.us](mailto:admin@ci.lowell.or.us).

**Regular Meeting Agenda**

Call to Order/Roll Call/Pledge of Allegiance

Councilors: Mayor Bennett \_\_\_ Harris \_\_\_ Stratis \_\_\_ Weathers \_\_\_

Approval of Agenda

Consent Agenda

Council members may request an item be removed from the Consent Agenda to be discussed as the first business item of the meeting.

1. Check register for January 2022
2. Approval of the minutes for the January 4, 2022 work session
3. Approval of the minutes for the January 18, 2022 regular meeting and executive session
4. Approval of the minutes for the January 26, 2022 special meeting

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

## City Council Meeting Agenda

### Public Comments

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

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

### Council Comments (three minutes per speaker)

### Staff Reports

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

### Old Business

### New Business

1. Presentation by Susan Hardy, Coordinator for 90by30 East Lane Region. – Discussion
2. Follow up discussion on policing services and next steps, including public outreach. – Discussion
3. Motion to approve Resolution #775, “A resolution adopting standard operating procedures for processing floodplain development permits and adopting the ‘Oregon Model Floodplain Development Permit.’” – Discussion/Possible action
4. Motion to approve a contract with Lane County for the “Low-Income Household Water Assistance Program” and to authorize the City Administrator to sign. – Discussion/Possible action
5. Motion to approve an intergovernmental agreement with the Oregon Department of Transportation for the “Downtown Plan Implementation and General Code Amendments - Phase 2” project and to authorize the City Administrator to sign. – Discussion/Possible action

## City Council Meeting Agenda

6. Motion to approve a “Focused Phase II Environmental Site Assessment (ESA) Scope of Work and Cost Proposal” with BB&A Environmental in the amount of \$8,592 and to authorize the City Administrator to sign. – Discussion/Possible action
7. Motion to approve an “Agreement for Improvements” with Bahen Investment Group, LLC and to authorize the Mayor to sign. – Discussion/Possible action
8. Motion to authorize the City Administrator to terminate the “Exclusive Authorization of Sale” agreement with Campbell Commercial Real Estate for the sale of 8 N. Hyland Street. – Discussion/Possible action
9. Motion to approve Resolution #776, “A resolution accepting a real property donation and authorizing the city administrator to administer the acceptance of the real property.” – Discussion/Possible action

### Other Business

1. Parks and Recreation Committee updates
  - a. Receive recommendation on the approval of a “Community Shade Tree Program” for Paul Fisher Park. – Discussion/Possible action  
Presenter: Hall O’Regan, Committee Chair  
*Recommended motion: “I move to approve the ‘Community Shade Tree Program’ for Paul Fisher Park, as recommended by the Parks and Recreation Committee.”*
  - b. Receive recommendation on the appointment of Shannon Fassbender to the Parks and Recreation Committee. – Discussion/Possible action  
Presenter: Hall O’Regan, Committee Chair  
*Recommended motion: “I move to appoint Shannon Fassbender to the Parks and Recreation Committee.”*
  - c. Other updates from the Parks and Recreation Committee (5 minutes)  
Presenter: Hall O’Regan, Committee Chair

## City Council Meeting Agenda

Mayor Comments

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

Adjourn the Regular Meeting.

**Updated 2/15/2022**



Report Criteria:

Report type: GL detail  
 Check.Type = {<>} "Adjustment"  
 Bank.Name = "General"

| Check Number | Payee                 | Invoice Number | Inv Seq | Description                    | Invoice GL Account | Disc Taken | Invoice Amount | Check Amount |
|--------------|-----------------------|----------------|---------|--------------------------------|--------------------|------------|----------------|--------------|
| <b>16802</b> |                       |                |         |                                |                    |            |                |              |
| 16802        | Backflow Specialties  | 416688         | 1 f     |                                | 230-490-6320       | .00        | 1,936.68       | 1,936.68     |
| Total 16802: |                       |                |         |                                |                    | .00        |                | 1,936.68     |
| <b>16803</b> |                       |                |         |                                |                    |            |                |              |
| 16803        | Banner Bank           | DEC CHARG      | 1       | power cord for bridge lighting | 110-420-6334       | .00        | 183.55         | 183.55       |
| 16803        | Banner Bank           | DEC CHARG      | 2       | Microsoft                      | 110-410-6230       | .00        | 18.43          | 18.43        |
| 16803        | Banner Bank           | DEC CHARG      | 3       | Microsoft                      | 110-410-6230       | .00        | 17.84          | 17.84        |
| 16803        | Banner Bank           | DEC CHARG      | 4       | LOC virtual training           | 110-410-6240       | .00        | 99.00          | 99.00        |
| 16803        | Banner Bank           | DEC CHARG      | 5       | Zoom                           | 110-410-6122       | .00        | 14.99          | 14.99        |
| 16803        | Banner Bank           | DEC CHARG      | 6       | One box                        | 314-490-6122       | .00        | 17.65          | 17.65        |
| 16803        | Banner Bank           | DEC CHARG      | 7       | staples                        | 110-410-6230       | .00        | 144.51         | 144.51       |
| 16803        | Banner Bank           | DEC CHARG      | 8       | OACA                           | 110-410-6220       | .00        | 75.00          | 75.00        |
| 16803        | Banner Bank           | DEC CHARG      | 9       | Employee Gift Card             | 110-2205           | .00        | 25.00          | 25.00        |
| 16803        | Banner Bank           | DEC CHARG      | 10      | employee Gift card             | 110-2205           | .00        | 93.75          | 93.75        |
| 16803        | Banner Bank           | DEC CHARG      | 11      | Employee Gift Card             | 110-2205           | .00        | 12.50          | 12.50        |
| 16803        | Banner Bank           | DEC CHARG      | 12      | Employee Gift Card             | 110-2205           | .00        | 6.25           | 6.25         |
| 16803        | Banner Bank           | DEC CHARG      | 13      | Employee Gift Card             | 110-2205           | .00        | 6.25           | 6.25         |
| 16803        | Banner Bank           | DEC CHARG      | 14      | Employee Gift Card             | 220-2205           | .00        | 6.25           | 6.25         |
| 16803        | Banner Bank           | DEC CHARG      | 15      | Microsoft                      | 230-2205           | .00        | 228.13         | 228.13       |
| 16803        | Banner Bank           | DEC CHARG      | 16      | Employee Gift Card             | 240-2205           | .00        | 228.13         | 228.13       |
| 16803        | Banner Bank           | DEC CHARG      | 17      | Employee Gift Card             | 312-2205           | .00        | 18.75          | 18.75        |
| 16803        | Banner Bank           | DEC CHARG      | 18      | Employee Gift Card             | 110-410-6238       | .00        | 1.39           | 1.39         |
| 16803        | Banner Bank           | DEC CHARG      | 19      | Employee Gift Card             | 110-420-6238       | .00        | 5.21           | 5.21         |
| 16803        | Banner Bank           | DEC CHARG      | 20      | Employee Gift Card             | 110-450-6238       | .00        | .70            | .70          |
| 16803        | Banner Bank           | DEC CHARG      | 21      | Employee Gift Card             | 110-460-6238       | .00        | .35            | .35          |
| 16803        | Banner Bank           | DEC CHARG      | 22      | Employee Gift Card             | 110-480-6238       | .00        | .35            | .35          |
| 16803        | Banner Bank           | DEC CHARG      | 23      | Employee Gift Card             | 220-490-6238       | .00        | .35            | .35          |
| 16803        | Banner Bank           | DEC CHARG      | 24      | Employee Gift Card             | 230-490-6238       | .00        | 12.68          | 12.68        |
| 16803        | Banner Bank           | DEC CHARG      | 25      | Employee Gift Card             | 240-490-6238       | .00        | 12.68          | 12.68        |
| 16803        | Banner Bank           | DEC CHARG      | 26      | Employee Gift Card             | 312-490-6238       | .00        | 1.04           | 1.04         |
| Total 16803: |                       |                |         |                                |                    | .00        |                | 1,230.73     |
| <b>16804</b> |                       |                |         |                                |                    |            |                |              |
| 16804        | Bridge Town Market    | DEC CHARG      | 1       | Mower and 2017 Ram             | 110-420-6710       | .00        | 227.27         | 227.27       |
| Total 16804: |                       |                |         |                                |                    | .00        |                | 227.27       |
| <b>16805</b> |                       |                |         |                                |                    |            |                |              |
| 16805        | Brothers Plumbing Inc | 9138           | 1       | Water heater repair            | 240-490-6320       | .00        | 1,026.00       | 1,026.00     |
| Total 16805: |                       |                |         |                                |                    | .00        |                | 1,026.00     |
| <b>16806</b> |                       |                |         |                                |                    |            |                |              |
| 16806        | Cascade Columbia      | 824334 8246    | 1       | 4 Drums of Hypo                | 240-490-6750       | .00        | 776.79         | 776.79       |
| Total 16806: |                       |                |         |                                |                    | .00        |                | 776.79       |

| Check Number | Payee                      | Invoice Number | Inv Seq | Description                     | Invoice GL Account | Disc Taken | Invoice Amount | Check Amount |
|--------------|----------------------------|----------------|---------|---------------------------------|--------------------|------------|----------------|--------------|
| <b>16807</b> |                            |                |         |                                 |                    |            |                |              |
| 16807        | Caselle                    | 114567         | 1       | Contract Support and Maintenanc | 110-410-6122       | .00        | 234.35         | 234.35       |
| 16807        | Caselle                    | 114567         | 2       | Contract Support and Maintenanc | 110-420-6122       | .00        | 78.60          | 78.60        |
| 16807        | Caselle                    | 114567         | 3       | Contract Support and Maintenanc | 110-440-6122       | .00        | 17.50          | 17.50        |
| 16807        | Caselle                    | 114567         | 4       | Contract Support and Maintenanc | 110-450-6122       | .00        | 50.65          | 50.65        |
| 16807        | Caselle                    | 114567         | 5       | Contract Support and Maintenanc | 220-490-6122       | .00        | 23.70          | 23.70        |
| 16807        | Caselle                    | 114567         | 6       | Contract Support and Maintenanc | 230-490-6122       | .00        | 374.13         | 374.13       |
| 16807        | Caselle                    | 114567         | 7       | Contract Support and Maintenanc | 240-490-6122       | .00        | 374.13         | 374.13       |
| 16807        | Caselle                    | 114567         | 8       | Contract Support and Maintenanc | 312-490-6122       | .00        | 81.55          | 81.55        |
| 16807        | Caselle                    | 114567         | 9       | Contract Support and Maintenanc | 314-490-6122       | .00        | 12.40          | 12.40        |
| Total 16807: |                            |                |         |                                 |                    | .00        |                | 1,247.01     |
| <b>16808</b> |                            |                |         |                                 |                    |            |                |              |
| 16808        | Century Link               | JAN 2022       | 1       | Telephone Service               | 110-410-6440       | .00        | 124.01         | 124.01       |
| 16808        | Century Link               | JAN 2022       | 2       | Telephone Service               | 110-450-6440       | .00        | 32.08          | 32.08        |
| 16808        | Century Link               | JAN 2022       | 3       | Telephone Service               | 220-490-6440       | .00        | 17.34          | 17.34        |
| 16808        | Century Link               | JAN 2022       | 4       | Internet Service                | 230-490-6435       | .00        | 75.00          | 75.00        |
| 16808        | Century Link               | JAN 2022       | 5       | Telephone Service               | 230-490-6440       | .00        | 59.52          | 59.52        |
| 16808        | Century Link               | JAN 2022       | 6       | Telephone Service               | 240-490-6440       | .00        | 160.18         | 160.18       |
| 16808        | Century Link               | JAN 2022       | 7       | Telephone Service               | 230-490-6440       | .00        | 79.49          | 79.49        |
| Total 16808: |                            |                |         |                                 |                    | .00        |                | 547.62       |
| <b>16809</b> |                            |                |         |                                 |                    |            |                |              |
| 16809        | Charter Communications     | 0017828121     | 1       | Internet                        | 110-410-6122       | .00        | 89.99          | 89.99        |
| Total 16809: |                            |                |         |                                 |                    | .00        |                | 89.99        |
| <b>16810</b> |                            |                |         |                                 |                    |            |                |              |
| 16810        | City of Lowell             | DEC WATER      | 1       | Water Service                   | 110-410-6420       | .00        | 100.39         | 100.39       |
| 16810        | City of Lowell             | DEC WATER      | 2       | Water Service                   | 110-420-6420       | .00        | 276.44         | 276.44       |
| 16810        | City of Lowell             | DEC WATER      | 3       | Water Service                   | 110-450-6420       | .00        | 7.57           | 7.57         |
| 16810        | City of Lowell             | DEC WATER      | 4       | Water Service                   | 220-490-6420       | .00        | 3.03           | 3.03         |
| 16810        | City of Lowell             | DEC WATER      | 5       | Water Service                   | 230-490-6420       | .00        | 35.90          | 35.90        |
| 16810        | City of Lowell             | DEC WATER      | 6       | Water Service                   | 240-490-6420       | .00        | 872.83         | 872.83       |
| 16810        | City of Lowell             | DEC WATER      | 7       | Sewer Service                   | 110-410-6425       | .00        | 233.38         | 233.38       |
| 16810        | City of Lowell             | DEC WATER      | 8       | Sewer Service                   | 110-420-6425       | .00        | 127.88         | 127.88       |
| 16810        | City of Lowell             | DEC WATER      | 9       | Sewer Service                   | 110-450-6425       | .00        | 15.99          | 15.99        |
| 16810        | City of Lowell             | DEC WATER      | 10      | Sewer Service                   | 220-490-6425       | .00        | 6.39           | 6.39         |
| 16810        | City of Lowell             | DEC WATER      | 11      | Sewer Service                   | 230-490-6425       | .00        | 63.94          | 63.94        |
| 16810        | City of Lowell             | DEC WATER      | 12      | Sewer Service                   | 240-490-6425       | .00        | 575.46         | 575.46       |
| Total 16810: |                            |                |         |                                 |                    | .00        |                | 2,319.20     |
| <b>16811</b> |                            |                |         |                                 |                    |            |                |              |
| 16811        | City of Lowell             | DEC FRANCO     | 1       | Water Franchise fees            | 230-490-6760       | .00        | 1,244.12       | 1,244.12     |
| 16811        | City of Lowell             | DEC FRANCO     | 2       | Sewer Franchise Fees            | 240-490-6760       | .00        | 1,645.16       | 1,645.16     |
| Total 16811: |                            |                |         |                                 |                    | .00        |                | 2,889.28     |
| <b>16812</b> |                            |                |         |                                 |                    |            |                |              |
| 16812        | Civil West Engineering Ser | 2101.001.04    | 1       | Engineering Service             | 110-440-6116       | .00        | 1,249.50       | 1,249.50     |
| 16812        | Civil West Engineering Ser | 2101.001.04    | 2       | Engineering Service             | 230-490-6116       | .00        | 2,613.00       | 2,613.00     |
| 16812        | Civil West Engineering Ser | 2101.001.04    | 3       | Engineering Service             | 440-490-6128       | .00        | 1,011.17       | 1,011.17     |

| Check Number | Payee                     | Invoice Number | Inv Seq | Description                     | Invoice GL Account | Disc Taken | Invoice Amount | Check Amount |
|--------------|---------------------------|----------------|---------|---------------------------------|--------------------|------------|----------------|--------------|
| Total 16812: |                           |                |         |                                 |                    | .00        |                | 4,873.67     |
| <b>16813</b> |                           |                |         |                                 |                    |            |                |              |
| 16813        | Correct Equipment, Inc.   | 45751          | 1       | water meters                    | 230-490-6758       | .00        | 29,960.00      | 29,960.00    |
| Total 16813: |                           |                |         |                                 |                    | .00        |                | 29,960.00    |
| <b>16814</b> |                           |                |         |                                 |                    |            |                |              |
| 16814        | DCBS-Fiscal Services      | OCT-DEC 20     | 1       | Surcharge on Building Permits   | 220-490-6524       | .00        | 1,334.28       | 1,334.28     |
| 16814        | DCBS-Fiscal Services      | OCT-DEC 20     | 2       | Surcharge on Building Permits   | 220-490-6524       | .00        | 33.72          | 33.72        |
| 16814        | DCBS-Fiscal Services      | OCT-DEC 20     | 3       | Surcharge on Building Permits   | 220-490-6524       | .00        | 198.00         | 198.00       |
| 16814        | DCBS-Fiscal Services      | OCT-DEC 20     | 4       | Surcharge on Electrical Permits | 220-490-6525       | .00        | 147.00         | 147.00       |
| 16814        | DCBS-Fiscal Services      | OCT-DEC 20     | 5       | Surcharge on Electrical Permits | 220-490-6525       | .00        | 23.52          | 23.52        |
| Total 16814: |                           |                |         |                                 |                    | .00        |                | 1,736.52     |
| <b>16815</b> |                           |                |         |                                 |                    |            |                |              |
| 16815        | HRdirect                  | 11034174       | 1       | Poster Guard 1 year renewal     | 110-410-6230       | .00        | 84.99          | 84.99        |
| Total 16815: |                           |                |         |                                 |                    | .00        |                | 84.99        |
| <b>16816</b> |                           |                |         |                                 |                    |            |                |              |
| 16816        | Hunter Communications     | 176913         | 1       | Internet Service                | 110-410-6435       | .00        | 120.21         | 120.21       |
| 16816        | Hunter Communications     | 176913         | 2       | Internet Service                | 110-450-6435       | .00        | 46.24          | 46.24        |
| 16816        | Hunter Communications     | 176913         | 3       | Internet Service                | 220-490-6435       | .00        | 18.49          | 18.49        |
| Total 16816: |                           |                |         |                                 |                    | .00        |                | 184.94       |
| <b>16817</b> |                           |                |         |                                 |                    |            |                |              |
| 16817        | Lane Electric Cooperative | LE DEC 202     | 1       | Electricity                     | 110-410-6430       | .00        | 331.58         | 331.58       |
| 16817        | Lane Electric Cooperative | LE DEC 202     | 2       | Electricity                     | 110-420-6430       | .00        | 211.58         | 211.58       |
| 16817        | Lane Electric Cooperative | LE DEC 202     | 3       | Electricity                     | 110-450-6430       | .00        | 45.95          | 45.95        |
| 16817        | Lane Electric Cooperative | LE DEC 202     | 4       | Electricity                     | 110-470-6326       | .00        | 65.75          | 65.75        |
| 16817        | Lane Electric Cooperative | LE DEC 202     | 5       | Electricity                     | 220-490-6430       | .00        | 18.38          | 18.38        |
| 16817        | Lane Electric Cooperative | LE DEC 202     | 6       | Electricity                     | 230-490-6430       | .00        | 1,451.72       | 1,451.72     |
| 16817        | Lane Electric Cooperative | LE DEC 202     | 7       | Electricity                     | 240-490-6430       | .00        | 1,776.85       | 1,776.85     |
| 16817        | Lane Electric Cooperative | LE DEC 202     | 8       | Electricity                     | 312-490-6430       | .00        | 965.98         | 965.98       |
| Total 16817: |                           |                |         |                                 |                    | .00        |                | 4,867.79     |
| <b>16818</b> |                           |                |         |                                 |                    |            |                |              |
| 16818        | Lane Forest Products      | S497952, S4    | 1       | Green waste haul off fee        | 110-460-6128       | .00        | 17.00          | 17.00        |
| 16818        | Lane Forest Products      | S497952, S4    | 2       | Rock                            | 230-490-6330       | .00        | 60.00          | 60.00        |
| Total 16818: |                           |                |         |                                 |                    | .00        |                | 77.00        |
| <b>16819</b> |                           |                |         |                                 |                    |            |                |              |
| 16819        | Lowell Mini Storage       | JANUARY 20     | 1       | Storage Rental Unit #L029       | 314-490-6705       | .00        | 80.00          | 80.00        |
| Total 16819: |                           |                |         |                                 |                    | .00        |                | 80.00        |
| <b>16820</b> |                           |                |         |                                 |                    |            |                |              |
| 16820        | Municode                  | 00368924       | 1       | website                         | 110-410-6122       | .00        | 100.00         | 100.00       |

| Check Number | Payee                        | Invoice Number | Inv Seq | Description                         | Invoice GL Account | Disc Taken | Invoice Amount | Check Amount |
|--------------|------------------------------|----------------|---------|-------------------------------------|--------------------|------------|----------------|--------------|
| Total 16820: |                              |                |         |                                     |                    | .00        |                | 100.00       |
| <b>16821</b> |                              |                |         |                                     |                    |            |                |              |
| 16821        | Nichols, Layli               | DEC 2021       | 1       | Consulting Services                 | 110-410-6114       | .00        | 351.75         | 351.75       |
| 16821        | Nichols, Layli               | DEC 2021       | 2       | Consulting Services                 | 312-490-6114       | .00        | 117.25         | 117.25       |
| 16821        | Nichols, Layli               | DEC 2021       | 3       | Consulting Services                 | 230-490-6114       | .00        | 351.75         | 351.75       |
| 16821        | Nichols, Layli               | DEC 2021       | 4       | Consulting Services                 | 240-490-6114       | .00        | 351.75         | 351.75       |
| Total 16821: |                              |                |         |                                     |                    | .00        |                | 1,172.50     |
| <b>16822</b> |                              |                |         |                                     |                    |            |                |              |
| 16822        | Northwest Code Profession    | 3812           | 1       | Building Permit Cost                | 220-490-6150       | .00        | 1,727.44       | 1,727.44     |
| Total 16822: |                              |                |         |                                     |                    | .00        |                | 1,727.44     |
| <b>16823</b> |                              |                |         |                                     |                    |            |                |              |
| 16823        | OHA Cashier                  | 41-00492 22    | 1       | 2022 Annual Fee for Cross Conn.     | 230-490-6220       | .00        | 75.00          | 75.00        |
| Total 16823: |                              |                |         |                                     |                    | .00        |                | 75.00        |
| <b>16824</b> |                              |                |         |                                     |                    |            |                |              |
| 16824        | One Call Concepts            | 1120424        | 1       | Fee for Locates                     | 230-490-6712       | .00        | 4.80           | 4.80         |
| 16824        | One Call Concepts            | 1120424        | 2       | Fee for Locates                     | 240-490-6712       | .00        | 4.80           | 4.80         |
| Total 16824: |                              |                |         |                                     |                    | .00        |                | 9.60         |
| <b>16825</b> |                              |                |         |                                     |                    |            |                |              |
| 16825        | Pacific Office Automation In | 5018318296     | 1       | postage machine                     | 110-410-6128       | .00        | 39.33          | 39.33        |
| 16825        | Pacific Office Automation In | 5018318296     | 2       | postage machine                     | 230-490-6128       | .00        | 78.65          | 78.65        |
| 16825        | Pacific Office Automation In | 5018318296     | 3       | postage machine                     | 240-490-6128       | .00        | 78.65          | 78.65        |
| Total 16825: |                              |                |         |                                     |                    | .00        |                | 196.63       |
| <b>16826</b> |                              |                |         |                                     |                    |            |                |              |
| 16826        | Renewable Resource Grou      | MULTI 2021     | 1       | Invoice 144406 BOD, TSS and Ec      | 240-490-6755       | .00        | 225.00         | 225.00       |
| 16826        | Renewable Resource Grou      | MULTI 2021     | 2       | Invoice 144407 BOD,TSS              | 240-490-6755       | .00        | 171.00         | 171.00       |
| 16826        | Renewable Resource Grou      | MULTI 2021     | 3       | Invoice 144478 ecoli                | 240-490-6755       | .00        | 54.00          | 54.00        |
| 16826        | Renewable Resource Grou      | MULTI 2021     | 4       | Invoice 144677 BOD TSS              | 240-490-6755       | .00        | 171.00         | 171.00       |
| 16826        | Renewable Resource Grou      | MULTI 2021     | 5       | Invoice 144758 Ecoli                | 240-490-6755       | .00        | 62.10          | 62.10        |
| 16826        | Renewable Resource Grou      | MULTI 2021     | 6       | Invoice 144405 HAA5                 | 230-490-6755       | .00        | 200.00         | 200.00       |
| 16826        | Renewable Resource Grou      | MULTI 2021     | 7       | Invoice 144757 BacT                 | 230-490-6755       | .00        | 45.90          | 45.90        |
| Total 16826: |                              |                |         |                                     |                    | .00        |                | 929.00       |
| <b>16827</b> |                              |                |         |                                     |                    |            |                |              |
| 16827        | S & F Land Services, LLC     | WT0231518/     | 1       | Western Title & escrow - library pa | 110-410-8225       | .00        | 440.00         | 440.00       |
| 16827        | S & F Land Services, LLC     | WT0231518/     | 2       | western title and Escrow Paul Fis   | 110-410-8225       | .00        | 330.00         | 330.00       |
| 16827        | S & F Land Services, LLC     | WT0231518/     | 3       | Western Title and Escrow Rollin ro  | 110-410-8225       | .00        | 330.00         | 330.00       |
| Total 16827: |                              |                |         |                                     |                    | .00        |                | 1,100.00     |
| <b>16828</b> |                              |                |         |                                     |                    |            |                |              |
| 16828        | Sanders, Tim                 | 88             | 1       | Monthly DRC Fees for Collection     | 240-490-6128       | .00        | 300.00         | 300.00       |

| Check Number | Payee                       | Invoice Number | Inv Seq | Description                       | Invoice GL Account | Disc Taken | Invoice Amount | Check Amount |
|--------------|-----------------------------|----------------|---------|-----------------------------------|--------------------|------------|----------------|--------------|
| Total 16828: |                             |                |         |                                   |                    | .00        |                | 300.00       |
| <b>16829</b> |                             |                |         |                                   |                    |            |                |              |
| 16829        | Southside Bank              | JANUARY 20     | 1       | main street property - interest   | 110-800-7510       | .00        | 667.28         | 667.28       |
| Total 16829: |                             |                |         |                                   |                    | .00        |                | 667.28       |
| <b>16830</b> |                             |                |         |                                   |                    |            |                |              |
| 16830        | U.S. Equipment Finance      | 461931958      | 1       | Copier Contract                   | 110-410-6124       | .00        | 147.98         | 147.98       |
| Total 16830: |                             |                |         |                                   |                    | .00        |                | 147.98       |
| <b>16831</b> |                             |                |         |                                   |                    |            |                |              |
| 16831        | Verizon Wireless            | 9895681563     | 1       | Cell Phone, tablet                | 110-410-6440       | .00        | 89.97          | 89.97        |
| 16831        | Verizon Wireless            | 9895681563     | 2       | Cell Phone, tablet                | 230-490-6440       | .00        | 108.04         | 108.04       |
| 16831        | Verizon Wireless            | 9895681563     | 3       | Cell Phone                        | 240-490-6440       | .00        | 68.04          | 68.04        |
| Total 16831: |                             |                |         |                                   |                    | .00        |                | 266.05       |
| <b>16832</b> |                             |                |         |                                   |                    |            |                |              |
| 16832        | Wilson Architecture         | 21031 -06      | 1       | Library Renovation                | 110-450-8225       | .00        | 3,120.00       | 3,120.00     |
| Total 16832: |                             |                |         |                                   |                    | .00        |                | 3,120.00     |
| <b>16833</b> |                             |                |         |                                   |                    |            |                |              |
| 16833        | Baker, Max                  | MB BOOTS       | 1       | Work Boots                        | 230-490-6234       | .00        | 62.50          | 62.50        |
| 16833        | Baker, Max                  | MB BOOTS       | 2       | Work Boots                        | 240-490-6234       | .00        | 62.50          | 62.50        |
| Total 16833: |                             |                |         |                                   |                    | .00        |                | 125.00       |
| <b>16834</b> |                             |                |         |                                   |                    |            |                |              |
| 16834        | Cascade Columbia            | 826581,8265    | 1       | Tote of Pass C                    | 230-490-6750       | .00        | 1,987.03       | 1,987.03     |
| 16834        | Cascade Columbia            | 826581,8265    | 2       | 7 Drums of Hypo and 1Thiosulfate  | 240-490-6750       | .00        | 1,748.06       | 1,748.06     |
| 16834        | Cascade Columbia            | 826581,8265    | 3       | Drum Return                       | 240-490-6750       | .00        | 276.00-        | 276.00-      |
| Total 16834: |                             |                |         |                                   |                    | .00        |                | 3,459.09     |
| <b>16835</b> |                             |                |         |                                   |                    |            |                |              |
| 16835        | CenturyLink Business Serv   | 2764075003     | 1       | Telephone Service                 | 110-410-6440       | .00        | 1.47           | 1.47         |
| Total 16835: |                             |                |         |                                   |                    | .00        |                | 1.47         |
| <b>16836</b> |                             |                |         |                                   |                    |            |                |              |
| 16836        | Charter Communications      | 0017273010     | 1       | Internet                          | 240-490-6435       | .00        | 127.98         | 127.98       |
| 16836        | Charter Communications      | 00178280113    | 1       | I                                 | 110-410-6122       | .00        | 101.33         | 101.33       |
| Total 16836: |                             |                |         |                                   |                    | .00        |                | 229.31       |
| <b>16837</b> |                             |                |         |                                   |                    |            |                |              |
| 16837        | City of Oakridge            | 0056-01-202    | 1       | Police Service                    | 110-430-6118       | .00        | 2,534.60       | 2,534.60     |
| Total 16837: |                             |                |         |                                   |                    | .00        |                | 2,534.60     |
| <b>16838</b> |                             |                |         |                                   |                    |            |                |              |
| 16838        | Historical Research Assoc., | 2112162        | 1       | Archaeological Study - Rolling Ro | 110-420-8520       | .00        | 810.25         | 810.25       |

| Check Number | Payee                    | Invoice Number | Inv Seq | Description                | Invoice GL Account | Disc Taken | Invoice Amount | Check Amount |
|--------------|--------------------------|----------------|---------|----------------------------|--------------------|------------|----------------|--------------|
| Total 16838: |                          |                |         |                            |                    | .00        |                | 810.25       |
| <b>16839</b> |                          |                |         |                            |                    |            |                |              |
| 16839        | Lane Council of Governme | 82072          | 1       | Legal Services             | 110-410-6112       | .00        | 741.02         | 741.02       |
| Total 16839: |                          |                |         |                            |                    | .00        |                | 741.02       |
| <b>16840</b> |                          |                |         |                            |                    |            |                |              |
| 16840        | Lane County Waste Mgmt.  | 2350550030     | 1       | Dump Fee                   | 110-410-6445       | .00        | 12.50          | 12.50        |
| Total 16840: |                          |                |         |                            |                    | .00        |                | 12.50        |
| <b>16841</b> |                          |                |         |                            |                    |            |                |              |
| 16841        | Lowell School District   | 12312021       | 1       | CET Tax                    | 110-2515           | .00        | 12,229.82      | 12,229.82    |
| Total 16841: |                          |                |         |                            |                    | .00        |                | 12,229.82    |
| <b>16842</b> |                          |                |         |                            |                    |            |                |              |
| 16842        | Nichols, Layli           | 2022 TAX FO    | 1       | Tax Forms Reimbursement    | 110-410-6230       | .00        | 5.85           | 5.85         |
| 16842        | Nichols, Layli           | 2022 TAX FO    | 2       | Tax Forms Reimbursement    | 110-420-6234       | .00        | 9.00           | 9.00         |
| 16842        | Nichols, Layli           | 2022 TAX FO    | 3       | Tax Forms Reimbursement    | 110-325-4158       | .00        | .45            | .45          |
| 16842        | Nichols, Layli           | 2022 TAX FO    | 4       | Tax Forms Reimbursement    | 110-450-6234       | .00        | 1.80           | 1.80         |
| 16842        | Nichols, Layli           | 2022 TAX FO    | 5       | Tax Forms Reimbursement    | 110-460-6234       | .00        | .45            | .45          |
| 16842        | Nichols, Layli           | 2022 TAX FO    | 6       | Tax Forms Reimbursement    | 110-480-6128       | .00        | .45            | .45          |
| 16842        | Nichols, Layli           | 2022 TAX FO    | 7       | Tax Forms Reimbursement    | 220-490-6230       | .00        | .45            | .45          |
| 16842        | Nichols, Layli           | 2022 TAX FO    | 8       | Tax Forms Reimbursement    | 230-490-6234       | .00        | 11.69          | 11.69        |
| 16842        | Nichols, Layli           | 2022 TAX FO    | 9       | Tax Forms Reimbursement    | 240-490-6234       | .00        | 11.69          | 11.69        |
| 16842        | Nichols, Layli           | 2022 TAX FO    | 10      | Tax Forms Reimbursement    | 312-490-6234       | .00        | 3.15           | 3.15         |
| Total 16842: |                          |                |         |                            |                    | .00        |                | 44.98        |
| <b>16843</b> |                          |                |         |                            |                    |            |                |              |
| 16843        | One Call Concepts        | 022            | 1       | Membership Fee             | 230-490-6712       | .00        | 50.00          | 50.00        |
| 16843        | One Call Concepts        | 022            | 2       | Membership Fee             | 240-490-6220       | .00        | 50.00          | 50.00        |
| Total 16843: |                          |                |         |                            |                    | .00        |                | 100.00       |
| <b>16844</b> |                          |                |         |                            |                    |            |                |              |
| 16844        | Renewable Resource Grou  | 144914,1449    | 1       | Invoice 144914 EColi       | 240-490-6755       | .00        | 62.10          | 62.10        |
| 16844        | Renewable Resource Grou  | 144914,1449    | 2       | Invoice 144953 BOD, TSS    | 240-490-6755       | .00        | 196.20         | 196.20       |
| 16844        | Renewable Resource Grou  | 144914,1449    | 3       | Invoice 145085 BOD, TSS    | 240-490-6755       | .00        | 196.20         | 196.20       |
| 16844        | Renewable Resource Grou  | 144914,1449    | 4       | Invoice 145148 EColi       | 240-490-6755       | .00        | 62.10          | 62.10        |
| 16844        | Renewable Resource Grou  | 144914,1449    | 5       | Invoice 145147 BacT        | 230-490-6755       | .00        | 45.90          | 45.90        |
| Total 16844: |                          |                |         |                            |                    | .00        |                | 562.50       |
| <b>16845</b> |                          |                |         |                            |                    |            |                |              |
| 16845        | SaniPac                  | 4080872        | 1       | Refuse Services            | 230-490-6445       | .00        | 44.40          | 44.40        |
| 16845        | SaniPac                  | 4080872        | 2       | Refuse Services            | 240-490-6445       | .00        | 44.41          | 44.41        |
| Total 16845: |                          |                |         |                            |                    | .00        |                | 88.81        |
| <b>16846</b> |                          |                |         |                            |                    |            |                |              |
| 16846        | The Automation Group Inc | W11100         | 1       | PLC Repair for Water Plant | 230-490-6324       | .00        | 457.50         | 457.50       |

| Check Number  | Payee         | Invoice Number | Inv Seq | Description                      | Invoice GL Account | Disc Taken | Invoice Amount | Check Amount |
|---------------|---------------|----------------|---------|----------------------------------|--------------------|------------|----------------|--------------|
| Total 16846:  |               |                |         |                                  |                    | .00        |                | 457.50       |
| <b>16847</b>  |               |                |         |                                  |                    |            |                |              |
| 16847         | USA Blue Book | 834078,8354    | 1       | Dipper and Handle                | 240-490-6234       | .00        | 295.95         | 295.95       |
| 16847         | USA Blue Book | 834078,8354    | 2       | CI-17 Maintenance Kit, Grease, T | 230-490-6324       | .00        | 323.72         | 323.72       |
| 16847         | USA Blue Book | 834078,8354    | 3       | Measuring Wheel                  | 312-490-6234       | .00        | 83.95          | 83.95        |
| 16847         | USA Blue Book | 834078,8354    | 4       | Filter For Blowers               | 240-490-6324       | .00        | 222.00         | 222.00       |
| 16847         | USA Blue Book | 834078,8354    | 5       | Meter Gaskets                    | 230-490-6234       | .00        | 146.58         | 146.58       |
| 16847         | USA Blue Book | 834078,8354    | 6       | Thermometer                      | 240-490-6750       | .00        | 43.70          | 43.70        |
| Total 16847:  |               |                |         |                                  |                    | .00        |                | 1,115.90     |
| Grand Totals: |               |                |         |                                  |                    | .00        |                | 86,479.71    |

Summary by General Ledger Account Number

| GL Account   | Debit     | Credit     | Proof      |
|--------------|-----------|------------|------------|
| 110-2125     | .00       | 26,559.27- | 26,559.27- |
| 110-2205     | 143.75    | .00        | 143.75     |
| 110-2515     | 12,229.82 | .00        | 12,229.82  |
| 110-325-4158 | .45       | .00        | .45        |
| 110-410-6112 | 741.02    | .00        | 741.02     |
| 110-410-6114 | 351.75    | .00        | 351.75     |
| 110-410-6122 | 540.66    | .00        | 540.66     |
| 110-410-6124 | 147.98    | .00        | 147.98     |
| 110-410-6128 | 39.33     | .00        | 39.33      |
| 110-410-6220 | 75.00     | .00        | 75.00      |
| 110-410-6230 | 271.62    | .00        | 271.62     |
| 110-410-6238 | 1.39      | .00        | 1.39       |
| 110-410-6240 | 99.00     | .00        | 99.00      |
| 110-410-6420 | 100.39    | .00        | 100.39     |
| 110-410-6425 | 233.38    | .00        | 233.38     |
| 110-410-6430 | 331.58    | .00        | 331.58     |
| 110-410-6435 | 120.21    | .00        | 120.21     |
| 110-410-6440 | 215.45    | .00        | 215.45     |
| 110-410-6445 | 12.50     | .00        | 12.50      |
| 110-410-8225 | 1,100.00  | .00        | 1,100.00   |
| 110-420-6122 | 78.60     | .00        | 78.60      |
| 110-420-6234 | 9.00      | .00        | 9.00       |
| 110-420-6238 | 5.21      | .00        | 5.21       |
| 110-420-6334 | 183.55    | .00        | 183.55     |
| 110-420-6420 | 276.44    | .00        | 276.44     |
| 110-420-6425 | 127.88    | .00        | 127.88     |
| 110-420-6430 | 211.58    | .00        | 211.58     |
| 110-420-6710 | 227.27    | .00        | 227.27     |
| 110-420-8520 | 810.25    | .00        | 810.25     |
| 110-430-6118 | 2,534.60  | .00        | 2,534.60   |
| 110-440-6116 | 1,249.50  | .00        | 1,249.50   |
| 110-440-6122 | 17.50     | .00        | 17.50      |
| 110-450-6122 | 50.65     | .00        | 50.65      |
| 110-450-6234 | 1.80      | .00        | 1.80       |
| 110-450-6238 | .70       | .00        | .70        |

| GL Account   | Debit     | Credit     | Proof      |
|--------------|-----------|------------|------------|
| 110-450-6420 | 7.57      | .00        | 7.57       |
| 110-450-6425 | 15.99     | .00        | 15.99      |
| 110-450-6430 | 45.95     | .00        | 45.95      |
| 110-450-6435 | 46.24     | .00        | 46.24      |
| 110-450-6440 | 32.08     | .00        | 32.08      |
| 110-450-8225 | 3,120.00  | .00        | 3,120.00   |
| 110-460-6128 | 17.00     | .00        | 17.00      |
| 110-460-6234 | .45       | .00        | .45        |
| 110-460-6238 | .35       | .00        | .35        |
| 110-470-6326 | 65.75     | .00        | 65.75      |
| 110-480-6128 | .45       | .00        | .45        |
| 110-480-6238 | .35       | .00        | .35        |
| 110-800-7510 | 667.28    | .00        | 667.28     |
| 220-2125     | .00       | 3,558.34-  | 3,558.34-  |
| 220-2205     | 6.25      | .00        | 6.25       |
| 220-490-6122 | 23.70     | .00        | 23.70      |
| 220-490-6150 | 1,727.44  | .00        | 1,727.44   |
| 220-490-6230 | .45       | .00        | .45        |
| 220-490-6238 | .35       | .00        | .35        |
| 220-490-6420 | 3.03      | .00        | 3.03       |
| 220-490-6425 | 6.39      | .00        | 6.39       |
| 220-490-6430 | 18.38     | .00        | 18.38      |
| 220-490-6435 | 18.49     | .00        | 18.49      |
| 220-490-6440 | 17.34     | .00        | 17.34      |
| 220-490-6524 | 1,566.00  | .00        | 1,566.00   |
| 220-490-6525 | 170.52    | .00        | 170.52     |
| 230-2125     | .00       | 42,187.77- | 42,187.77- |
| 230-2205     | 228.13    | .00        | 228.13     |
| 230-490-6114 | 351.75    | .00        | 351.75     |
| 230-490-6116 | 2,613.00  | .00        | 2,613.00   |
| 230-490-6122 | 374.13    | .00        | 374.13     |
| 230-490-6128 | 78.65     | .00        | 78.65      |
| 230-490-6220 | 75.00     | .00        | 75.00      |
| 230-490-6234 | 220.77    | .00        | 220.77     |
| 230-490-6238 | 12.68     | .00        | 12.68      |
| 230-490-6320 | 1,936.68  | .00        | 1,936.68   |
| 230-490-6324 | 781.22    | .00        | 781.22     |
| 230-490-6330 | 60.00     | .00        | 60.00      |
| 230-490-6420 | 35.90     | .00        | 35.90      |
| 230-490-6425 | 63.94     | .00        | 63.94      |
| 230-490-6430 | 1,451.72  | .00        | 1,451.72   |
| 230-490-6435 | 75.00     | .00        | 75.00      |
| 230-490-6440 | 247.05    | .00        | 247.05     |
| 230-490-6445 | 44.40     | .00        | 44.40      |
| 230-490-6712 | 54.80     | .00        | 54.80      |
| 230-490-6750 | 1,987.03  | .00        | 1,987.03   |
| 230-490-6755 | 291.80    | .00        | 291.80     |
| 230-490-6758 | 29,960.00 | .00        | 29,960.00  |
| 230-490-6760 | 1,244.12  | .00        | 1,244.12   |
| 240-2125     | 276.00    | 12,057.44- | 11,781.44- |
| 240-2205     | 228.13    | .00        | 228.13     |
| 240-490-6114 | 351.75    | .00        | 351.75     |
| 240-490-6122 | 374.13    | .00        | 374.13     |
| 240-490-6128 | 378.65    | .00        | 378.65     |
| 240-490-6220 | 50.00     | .00        | 50.00      |
| 240-490-6234 | 370.14    | .00        | 370.14     |
| 240-490-6238 | 12.68     | .00        | 12.68      |



| GL Account    | Debit     | Credit     | Proof     |
|---------------|-----------|------------|-----------|
| 240-490-6320  | 1,026.00  | .00        | 1,026.00  |
| 240-490-6324  | 222.00    | .00        | 222.00    |
| 240-490-6420  | 872.83    | .00        | 872.83    |
| 240-490-6425  | 575.46    | .00        | 575.46    |
| 240-490-6430  | 1,776.85  | .00        | 1,776.85  |
| 240-490-6435  | 127.98    | .00        | 127.98    |
| 240-490-6440  | 228.22    | .00        | 228.22    |
| 240-490-6445  | 44.41     | .00        | 44.41     |
| 240-490-6712  | 4.80      | .00        | 4.80      |
| 240-490-6750  | 2,568.55  | 276.00-    | 2,292.55  |
| 240-490-6755  | 1,199.70  | .00        | 1,199.70  |
| 240-490-6760  | 1,645.16  | .00        | 1,645.16  |
| 312-2125      | .00       | 1,271.67-  | 1,271.67- |
| 312-2205      | 18.75     | .00        | 18.75     |
| 312-490-6114  | 117.25    | .00        | 117.25    |
| 312-490-6122  | 81.55     | .00        | 81.55     |
| 312-490-6234  | 87.10     | .00        | 87.10     |
| 312-490-6238  | 1.04      | .00        | 1.04      |
| 312-490-6430  | 965.98    | .00        | 965.98    |
| 314-2125      | .00       | 110.05-    | 110.05-   |
| 314-490-6122  | 30.05     | .00        | 30.05     |
| 314-490-6705  | 80.00     | .00        | 80.00     |
| 440-2125      | .00       | 1,011.17-  | 1,011.17- |
| 440-490-6128  | 1,011.17  | .00        | 1,011.17  |
| Grand Totals: | 87,031.71 | 87,031.71- | .00       |

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

Report Criteria:

Report type: GL detail

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

Bank.Name = "General"

**City of Lowell, Oregon**  
**Minutes of the City Council Work Session & Executive Session**  
**Tuesday, January 4, 2021**  
**Maggie Osgood Library**

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

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

**Absent:** John Myers

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

**Work Session Topic:**

- **Presentation from Lane County Sheriff's Office regarding law enforcement services**  
**Presenters: Sheriff Harrold and Lt. Richard Glessner**
  
- **Update on Rolling Rock Park phase 1 renovations and discussion on next steps**

**Adjourn: 8:57 PM**

The Executive Session was called to order at 8:59 PM by Mayor Bennett

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

**Absent:** John Myers

**Staff Present:** CA Jeremy Caudle

**Executive Session: ORS 192.660 (2)(e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions.**

**Adjourn: 9:30 PM**

Approved: \_\_\_\_\_  
Don Bennett, Mayor

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Jeremy Caudle, City Recorder

\_\_\_\_\_  
Date

**City of Lowell, Oregon**  
**Minutes of the City Council Regular Session, Public Hearing & Executive Session**  
**Tuesday, January 18, 2022**

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

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

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

**Public Comments:** None

**Council Comments:** None

**Mayor Bennett requested a change to the agenda:**

**New Business:**

1. **Oakridge Police Chief Kevin Martin and Lt. Neil Ritz make their presentation regarding options for expanding law enforcement services.**
2. **Presentation from Curt Wilson of Wilson Architecture on status of the City Hall and Maggie Osgood Library construction project.**

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

**City Administrator Report:** CA Caudle presented report which included Library renovation project update, Park renovation update, E Main Street property update. BBJ Committee has an upcoming meeting 1/24/2022. Update on the Sunridge subdivision and Oregon Department of Forestry efforts to mitigate forest fire risk. CA in a call with RAIN and PAC-12 rowing regarding event scheduled for May 13-15 on Dexter Lake.

**Public Works Report:** Max Baker, Public Works Director presented report which included the Streets and Parks. Replacement of 60 more water meters for a current total of 210 new meters. Wastewater treatment plant. Meeting with US Army Corp of Engineers regarding fish injunction and changes to Lookout Point and Dexter Dam.

**Police Report:** December report provided in packet.

**Old Business:**

1. **Second reading approval of Ordinance #305, “An ordinance to adopt text amendments to the Lowell Development Code to incorporate the Oregon State Model Floodplain Code.” Councilor Stratis made a motion for the second reading, second by Councilor Harris PASS 4:0**
2. **Ordinance #305, “An ordinance to adopt text amendments to the Lowell Development Code to incorporate the Oregon State Model Floodplain Code.” Councilor Weathers made a motion to adopt, seconded by Councilor Stratis PASS 4:0**

**New Business:**

**New Business:**

- **First reading, by title only, of Ordinance #306, “An ordinance designating qualified employees, establishing a local appeal board, authorizing a periodic independent audit of the finances of the City’s building inspection program, ratifying discretionary decisions made by the contract building official made before January 1, 2022, and declaring an emergency.” Councilor Stratis made a motion for a second reading, this was seconded by Councilor Weathers PASS 4:0**

**Regular session recesses at 8:51 pm**

**Public Hearing open at 8:51 pm**

**Public hearing on Ordinance #306, “An ordinance designating qualified employees, establishing a local appeal board, authorizing a periodic independent audit of the finances of the City’s building inspection program, ratifying discretionary decisions made by the contract building official made before January 1, 2022, and declaring an emergency.”**

**Public comments for – none**

**Public comment against – none**

**Regular session reconvened 8:53 pm**

- **Second reading of by title only Ordinance #306, “An ordinance designating qualified employees, establishing a local appeal board, authorizing a periodic independent audit of the finances of the City’s building inspection program, ratifying discretionary decisions made by the contract building official made before January 1, 2022, and declaring an emergency.” Scheduled January 26, 2022. Councilor Stratis made a motion, seconded by Councilor Weathers PASS 4:0**
- **Follow up discussion and direction requested regarding opportunities to match the City’s Land and Water Conservation Fund grant with other grants. – hold on decision until June 2022**
- **Rescheduling annual City Council planning retreat for February 26, 2022.**
- **Motion to approve Resolution #773,” A resolution adopting guiding principles for the City Council.” Motion to approve made by Mayor Bennett, second made by Councilor Stratis. PASS 4:0**
- **Tabled the Resolution #774, “A resolution to set forth the City Council’s policy on the financing of improvements to the City’s parks for further discussion Motion to table motion by Councilor Stratis, seconded by Councilor Weathers. PASS 4:0**

**Other Business**

- **City Councilor resignation. Mayor Bennett made a motion to accept the resignation of Councilor John Myers, Councilor Stratis made a second. PASS 4:0**

**Mayor Comments:** Spoke regarding a meeting with Lane County about widening the road from Eugene to Veneta to four lanes and a bike lane

**Councilor Comments:** None

**Community Comments:**

- **George Wild of 200 Marina Vista Drive – Had questions regarding the Parks and the financing of the parks**
- **Hall O'Regan 62 E 3<sup>rd</sup> Street – expressed frustration regarding lack of meetings by the Parks Committee**

Recess Regular Session: 9:33 PM

The **Executive Session** was called to order at 9:36 PM by Mayor Bennett.

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

**Staff Present:** CA Jeremy Caudle

Executive Sessions are closed to the public. Representatives of the news media and designated staff may attend Executive Sessions. Representatives of the news media are specifically directed not to report on any of the deliberations during the Executive Session, except to state the general subject of the session as previously announced. No Executive Session may be held for the purpose of taking final action or making any final decision

- **To review and evaluate the employment-related performance of a staff member who does not request an open hearing. – ORS 192.660(2)(i)**

**Adjourn the Executive Session. 9:42 PM**

**The Regular Meeting will reconvene immediately following**

Reconvene Regular Session: 9:43 PM

1. **Step increase for City Clerk. Councilor Stratis made a motion to approve the pay increase of the City Clerk from step 4 - Step 5, Seconded by Councilor Weathers. PASS 4:0**
2. **Councilor Stratis made a motion to amend the previous motion to read that the pay increase for the City Clerk would be from Step 5 to Step 6, this was seconded again by Councilor Weathers. PASS 4:0**

**Adjourn: 9:49 PM**

Approved: \_\_\_\_\_  
Don Bennett, Mayor

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Jeremy Caudle, City Recorder

\_\_\_\_\_  
Date

**City of Lowell, Oregon**  
**Minutes of the City Council Special Meeting**  
**January 26, 2022**

The Special Meeting took place electronically via a Zoom meeting and was called to order at 7:06 PM by Mayor Bennett.

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

**Staff Present:** CA Jeremy Caudle

**New Business:**

- Councilor Stratis made a motion to have a second reading of Ordinance 306 read by title only, this was seconded by Councilor Harris. PASS 4:0
- Mayor Bennett made a Second reading of Ordinance #306, “An ordinance designating qualified employees, establishing a local appeal board, authorizing a periodic independent audit of the finances of the City’s building inspection program, ratifying discretionary decisions made by the contract building official made before January 1, 2022, and declaring an emergency.”
- Councilor Harris made a motion to approve Ordinance #306 “An ordinance designating qualified employees, establishing a local appeal board, authorizing a periodic independent audit of the finances of the City’s building inspection program, ratifying discretionary decisions made by the contract building official made before January 1, 2022, and declaring an emergency.” Seconded by Councilor Stratis. PASS 4:0
- Mayor Bennett made a motion to amend and correct the City Clerk pay adjustment approved at the January 18, 2022, regular meeting as follows: An increase from step 4 to step 5 in the FY 2021-2022 pay scale is approved for the City Clerk. This was seconded by Councilor Harris. PASS 4:0

**Adjourn: 7:12 PM**

Approved: \_\_\_\_\_  
Don Bennett, Mayor

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Jeremy Caudle, City Recorder

\_\_\_\_\_  
Date



City Administrator's Office  
P.O. Box 490 Lowell, OR 97452  
Phone: 541-359-8768  
Email: jcaudle@ci.lowell.or.us

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**To:** Mayor Bennett and City Council  
**From:** Jeremy Caudle, City Administrator  
**Date:** Thursday, February 10, 2022  
**Re:** Administrator's report for February

# MEMO

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This City Administrator's report covers activities since the January 18 regular meeting. A summary of major activities is as follows:

## **Library renovation project.**

1. I have held several meetings with Penny Hummel. She has identified other potential sources of grant funding for collections, laptop computers, and so on.
2. Our loan with Business Oregon is approved. When we get the loan agreement, I will bring it before you for your approval.
3. We are expected to have an answer on the Ford Foundation grant the week of February 7.
4. On February 16, Penny is scheduled to be in town to meet with the library volunteers and committee members. At this meeting, she will review progress on the book sorting and will provide recommendations on what to do with the books that are in poor condition, duplicated, or outdated.
5. The architect is still working on construction documents, which should be completed this month.

## **Park renovation projects.**

1. On February 7, landscape architect David Dougherty and I met with representative of the Land and Water Conversation Fund (LWCF) grant program and Local Government Grant Program (LGGP). At the meeting, the LWCF grant coordinator stated that they would be able to hold on to the City's anticipated \$240,000 grant award through the summer. That would give us the opportunity to apply for funding from the LGGP to meet the dollar-for-dollar match requirement for the LWCF program. The LGGP grant coordinator also provided some advice on our application for when we reapply. The landscape architect and I agreed to meet at the beginning of March to revise the cost estimate and collaboration on the LGGP grant application. The goal is still to fund the approximately \$440,000 Rolling Rock Park Phase 1 renovations completely through grants, in line with City Council's direction.

### **E. Main Street Property.**

1. I have spoken with our Government Capital Corporation (GCC) representative regarding the loan that we used to finance the E. Main St. acquisition. The loan has a maturity date of September 2022. Depending on the results of the phase 2 environmental assessment, it is possible that the sale of the property could be delayed past September. GCC can extend the maturity date for another year, at a maximum. The cost to do that is \$3,000 for legal expenses, which I have requested to be included in the financing. The downside is that the additional expenses increase what we have already spend to prepare this property for sale. However, I believe that extended the term of the loan is the prudent thing to do. City Council will need to vote on a resolution to authorize the loan extension. GCC is preparing the paperwork, which I will present to you at a later meeting.
2. The phase 2 assessment is scheduled for action later on your agenda.

### **Other items.**

1. From March 7<sup>th</sup> to March 10<sup>th</sup>, City Hall will be closed to walk-ins. During that time, the City Clerk will be at the Caselle headquarters for in-person training on the accounting system. I will fill in by answering phone calls, processing utility payments, responding to emails, and handling opening and closing procedures.
2. On January 24, the Blackberry Jam Festival Committee met, where they voted to hold an event in July. Three volunteers agreed to organize the event: Tony and Tina Moreci and Meesa Anders. On February 4, these three volunteers met with George Wild and I to start planning. The three volunteer organizers are schedule to present a plan at another Blackberry Jam Committee meeting on February 22. After that, the committee will meet again on March 8.
3. The Parks Committee met on February 7 to develop a shade tree program and to interview applicants for the vacancy committee seat. The Parks Committee will be meeting on Saturday, February 19 to walk through the city parks and develop a to-do list. Afterwards, the committee will meet at a regularly scheduled meeting in March to approve its to-do list.
4. A City Council planning retreat is scheduled for Saturday, February 26.
5. I turned in the building code updates that you approved at the January 26 special meeting. The state has received this information and informed me that our third-party building program is successfully renewed. Our next renewal will take place on January 1, 2026.



## LOWELL PATROL LOG January 2022

| DATE               | OFFICERS | START TIME | END TIME | # HOURS   | CONTACTS | ARRESTS | CITES | WARNINGS | CALLS | REPORT # |
|--------------------|----------|------------|----------|-----------|----------|---------|-------|----------|-------|----------|
| 1-Jan              | 429      | 14:30      | 15:00    | 0:30      |          |         |       |          |       |          |
| 3-Jan              | 409      | 0:30       | 2:00     | 1:30      |          |         |       |          |       |          |
| 3-Jan              | 401      | 15:15      | 18:45    | 3:30      | 1        |         |       |          |       |          |
| 3-Jan              | 421      | 14:00      | 18:30    | 4:30      | 1        |         | 1     |          |       |          |
| 3-Jan              | 423      | 16:00      | 17:30    | 1:30      |          |         |       |          |       |          |
| 3-Jan              | 429      | 16:00      | 17:30    | 1:30      |          |         |       |          |       |          |
| 4-Jan              | 409      | 0:01       | 1:30     | 1:29      |          |         |       |          |       |          |
| 5-Jan              | 409      | 7:30       | 8:30     | 1:00      |          |         |       |          |       |          |
| 8-Jan              | 409      | 20:00      | 21:00    | 1:00      |          |         |       |          |       |          |
| 9-Jan              | 409      | 20:30      | 21:30    | 1:00      |          |         |       |          |       |          |
| 9-Jan              | 423      | 11:00      | 17:30    | 6:30      |          |         |       |          |       |          |
| 9-Jan              | 429      | 11:00      | 17:30    | 6:30      | 4        |         | 3     | 2        |       |          |
| 10-Jan             | 409      | 23:15      | 0:15     | 1:00      |          |         |       |          |       |          |
| 16-Jan             | 423      | 11:30      | 18:00    | 6:30      |          |         |       |          |       |          |
| 16-Jan             | 429      | 11:30      | 18:00    | 6:30      | 3        |         | 2     | 1        |       |          |
| 17-Jan             | 409      | 21:00      | 22:00    | 1:00      |          |         |       |          |       |          |
| 18-Jan             | 401      | 17:30      | 23:00    | 5:30      |          |         |       |          |       |          |
| 18-Jan             | 429      | 18:30      | 22:30    | 4:00      |          |         |       |          |       |          |
| 20-Jan             | 409      | 12:00      | 13:30    | 1:30      |          |         |       |          |       |          |
| 20-Jan             | 409      | 23:00      | 23:59    | 0:59      |          |         |       |          |       |          |
| 20-Jan             | 423      | 18:30      | 23:15    | 4:45      |          |         |       |          |       |          |
| 20-Jan             | 429      | 18:30      | 23:15    | 4:45      | 1        |         |       |          |       |          |
| 24-Jan             | 429      | 18:00      | 18:30    | 0:30      |          |         |       |          |       |          |
| 25-Jan             | 407      | 22:00      | 23:30    | 1:30      |          |         |       |          |       |          |
| 26-Jan             | 401      | 20:00      | 21:30    | 1:30      |          |         |       |          |       |          |
| 27-Jan             | 409      | 19:15      | 20:15    | 1:00      |          |         |       |          |       |          |
| Admin              | 401      |            |          | 4.0       |          |         |       |          |       |          |
| <b>TOTAL HOURS</b> |          |            |          | <b>75</b> |          |         |       |          |       |          |

| TRAFFIC VIOLATIONS | CITATION | WARNING |
|--------------------|----------|---------|
| SPEED              | 3        |         |
| DWS                |          |         |
| FAIL TO SIGNAL     |          |         |
| STOP VIOLATIONS    | 2        | 3       |
| OTHER MOVING       |          |         |

| DATE   | TIME  | DESCRIPTION                              |
|--------|-------|--|
| 3-Jan  |       | Chief Martin/Social contact with citizen |
| 3-Jan  | 15:40 | Traffic Stop                             |
| 9-Jan  | 14:15 | Traffic Stop                             |
|        | 15:04 | Traffic Stop                             |
|        | 15:12 | Traffic Stop                             |
|        | 15:40 | Traffic Stop                             |
| 16-Jan | 13:30 | Traffic Stop                             |
|        | 15:24 | Traffic Stop                             |
|        | 15:55 | Traffic Stop                             |
| 20-Nov |       | Lowell Court                             |
|        | 22:12 | Traffic Stop                             |

\*\*\*

# Agenda Item Sheet

City of Lowell City Council



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

**Item title/recommended action:**

Follow up discussion on policing services and next steps, including public outreach.  
-Discussion

**Justification or background:**

Staff are requesting direction from City Council on the next steps you would like to take on the issue of law enforcement services. In January, you heard from the Lane County Sheriff's Office and Oakridge Police Department. Staff recommend that we conduct household surveys as the next step. The household surveys will list the 4 options, along with how much each option would cost a household in the form of property taxes.: contract with the Sheriff's Office for two deputies at a total cost of approximately \$400,000; expand our contract with the City of Oakridge for one full-time officer at a total cost of approximately \$160,000; hire a private security firm for night patrols at a total cost of approximately \$120,000; or nothing/something else. (Staff have followed up on City Council's request to get information from private security firms. We contacted 4 firms. Two didn't respond, 1 said they do not have the staff to work with us, and 1 said they are willing to work with us at a flat rate of \$40 per hour.)

A recommended schedule and list of next steps is attached. After receiving the household surveys, the next step would be for City Council to review the results, select a service option (if any), and hold an open house with the selected agency/company. Ultimately, if public support for one of these service options is high, staff are recommending that City Council refer a property tax increase to the voters in November to pay for the service.

Staff are requesting City Council approval to move forward with the next step in the recommended schedule, which is to prepare and send out the surveys.

**Agenda Item Sheet**  
City of Lowell City Council



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

Department or Council sponsor:

|                |
|----------------|
| Administration |
|----------------|

Attachments:

|   |
|---|
| Recommended schedule for law enforcement services public outreach |
|---|

|               |            |
|---------------|------------|
| Meeting date: | 02/15/2022 |
|---------------|------------|

*Recommended schedule for law enforcement services public outreach*

| #  | Item   | Date      |
|----|--|-----------|
| 1  | Presentation from Lane County Sheriff's Office.  | 1/4/2022  |
| 2  | Presentation from City of Oakridge Police Department.  | 1/18/2022 |
| 3  | City Council provides direction to staff on the topic of law enforcement services.   | 2/15/2022 |
| 4  | City staff prepare household surveys and mail them to every household by this timeframe.   | 3/17/2022 |
| 5  | Household surveys are due.   | 4/16/2022 |
| 6  | City Council work session. City Council reviews results of survey and decides which approach to take. Do we go with Lane County Sheriff's Office, City of Oakridge Police Department, a private security firm? Or do we decide not to pursue additional services at this time? | 5/3/2022  |
| 7  | If City Council decides to pursue law enforcement or security services, we hold an open house with the selected agency (or company).   | 5/23/2022 |
| 8  | City Council work session. Based on feedback from the surveys and open house, City Council decides either to proceed with a referred measure or to take no further action at this time.  | 6/7/2022  |
| 9  | City staff and legal counsel work on ballot titles, referral text, and related matters.  | 6/8/2022  |
| 10 | Ideally, City staff complete all paperwork by this time and send it to City Council for review and approval.   | 7/15/2022 |
| 11 | Statutory deadline for City Council to approve ballot title and referral text.   | 8/19/2022 |
| 12 | Statutory deadline for City to file "notice of measure election" with Lane County.   | 9/8/2022  |
| 13 | Election Day   | 11/8/2022 |
| 14 | New budget year. City is allowed to start levying new tax if approved by the voters.   | 7/1/2023  |
| 15 | Contract with selected agency/company starts (if voters approve new tax levy).   | 7/1/2023  |
| 16 | Approximate time when City starts receiving new tax for a tax approved in November 2022.   | 12/1/2023 |

# Agenda Item Sheet

## City of Lowell City Council

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

**Item title/recommended action:**

Motion to approve Resolution #775, "A resolution adopting standard operating pro-cedures for processing floodplain development permits and adopting the 'Oregon Model Floodplain Development Permit.'" – Discussion/Possible action

**Justification or background:**

Staff are requesting City Council approval of a resolution to adopt standard operating procedures and permitting processes associated with floodplain development. This is the last remaining item for us to complete the Department of Land Conservation and Development (DLCD) review of our participation in the National Flood Insurance Program. The DLCD Natural Resource Specialist provided a template on which the attached operating procedures and permit are based.

**Budget impact:**

N/A

**Department or Council sponsor:**

Planning

**Attachments:**

Resolution 775; recommended standard operating procedures and permit form.

|               |            |
|---------------|------------|
| Meeting date: | 02/15/2022 |
|---------------|------------|

**CITY OF LOWELL, OREGON**

**RESOLUTION #775**

**A RESOLUTION ADOPTING STANDARD OPERATING PROCEDURES FOR PROCESSING FLOODPLAIN DEVELOPMENT PERMITS AND ADOPTING THE 'OREGON MODEL FLOODPLAIN DEVELOPMENT PERMIT.**

---

**WHEREAS**, the City of Lowell is a participating City in the National Flood Plain Insurance Program (NFIP); and

**WHEREAS**, the Federal Emergency Management Agency (FEMA) and Department of Land Conservation and Development (DLCD) recommend cities in Oregon adopt standard operating procedures for processing floodplain development permits; and

**WHEREAS**, the adoption of standard operating procedures and floodplain development permit forms is a requirement for Lowell's participation in the NFIP; and

**WHEREAS**, DLCD has initiated with the City of Lowell a routine and required review of the City's floodplain development standards as part of the NFIP Community Assistance Visit; and

**WHEREAS**, staff have prepared standard operating procedures and a floodplain development permit, as seen in Exhibit A, to be incorporated into the City of Lowell's floodplain development processes to meet DLCD's requirements;

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

**Section 1.** The "City of Lowell Operating Procedures for Processing Floodplain Development Permits" and the "City of Lowell Floodplain Development Permit," appended in Exhibit A, are adopted.

*[This section left intentionally blank. Signature page to follow.]*

**Adopted by the City Council of the City of Lowell this \_\_ day of \_\_\_\_, 2022.**

AYES \_\_\_\_

NOES \_\_\_\_

**Approved:** \_\_\_\_\_

Don Bennett

Mayor

**Attest:** \_\_\_\_\_

Jeremy Caudle

City Administrator

**EXHIBIT A:**

City of Lowell Operating Procedures for Processing Floodplain Development Permits

City of Lowell Floodplain Development Permit



## **City of Lowell Operating Procedures for Processing Floodplain Development Permits**

*(Adopted February 15, 2022)*

- Review all building, grading, and other permits to determine if the proposed development activity is within the regulatory floodplain.
- Hold a pre-application conference to go over the floodplain development form, regulatory floodplain mapping information for the property in question, and the community floodplain regulations (that pertain to the development proposal) with the applicant.
- Require a floodplain development permit for all development within the regulatory floodplain unless a Letter of Map Amendment (LOMA) or Letter of Map Revision-Fill (LOMR-F) has been approved by FEMA for the structure/parcel.
- Verify that the floodplain development permit application has been signed and completed, and that all the required supporting information has been obtained. (i.e. pre-development Elevation Certificate).
- Coordinate with other internal parties (i.e. public works, building department, LCOG contract planners) and complete internal review procedures.
- Ensure all other required local, state, or federal permits have been approved and obtained.
- Complete the floodplain development permit review process and deny or approve the permit.

### If a floodplain development permit is approved:

- For structures send a copy of the floodplain development permit form and the pre-development Elevation Certificate to the building official.
- Coordinate with the building official and the applicant during the construction and inspection process. Ensure field inspections are conducted. Ensure that the building official notifies the floodplain administrator regarding any changes from the proposed development activities detailed in the permit application form.
- For structures obtain and review from the building official the second elevation certificate when the foundation is in place, but before the walls are on to ensure the foundation location and elevation, and the flood vents sizing and elevations are correct.
- Obtain the As-built Elevation Certificate from the building official and review it prior to the building official completing the final inspection process and the certificate of occupancy being issued.
- Ensure file is complete and ensure copies of all Elevation Certificates are in both the project file and the Elevation Certificate file.

### If a violation (i.e. unpermitted work, violation of approved permit conditions, etc..) is identified:

- Community will utilize its enforcement procedures to address and seek to resolve violation.

# City of Lowell Floodplain Development Permit

Adopted February 15, 2022

|                     |
|---------------------|
| Permit<br>No. _____ |
|---------------------|

## Floodplain Development Permit Overview

In accordance with the City of Lowell's floodplain management regulations Ordinance #305. Development within the City of Lowell's regulatory floodplain must comply with the standards within the aforementioned regulations. The regulatory floodplain is the Special Flood Hazard Area (SFHA) as defined on the currently effective Flood Insurance Rate Maps for the City of Lowell.

### Before Requiring this Permit to be Filled Out, Complete the Following Checklist:

#### Location of Development

1. Is the property that the proposed development activity will occur on at least partially within (horizontally within) the community's regulatory floodplain?
  - Δ Yes
  - Δ No, (If the answer is "No" then a floodplain development permit is NOT required)
2. Is the site where the proposed development activity will occur on the property at least partially within (horizontally within) the community's regulatory floodplain?
  - Δ Yes
  - Δ No, (If the answer is "No" then a floodplain development permit is NOT required)
3. Has FEMA, through a Letter of Map Change (LOMC) (i.e. LOMA, LOMR-F, LOMR), made a formal determination that this property or proposed development site is out of the regulatory floodplain?
  - Δ Yes, (If the answer is "Yes" then a floodplain development permit is NOT required but a copy of the LOMC must be kept in the permitting records.)
  - Δ No

## Section I: General Provisions

The undersigned hereby makes application for a permit to develop in a designated floodplain area. The work to be performed is described below and in attachments hereto. The undersigned agrees that all such work shall be done in accordance with the requirements of the City of Lowell and Ordinance #305 and with all other applicable local, state and federal regulations. This application does not create liability on the part of the City of Lowell or any officer or employee thereof for any flood damage that results from reliance on this application or administrative decision made lawfully hereunder.

1. When the community's floodplain regulatory standards apply to a proposed development activity, no work of any kind may begin in a regulatory floodplain area until a floodplain development permit is issued.
2. The permit may be revoked if any false statements are made herein. If revoked, all work must cease until a permit is re-issued.
3. The permit will expire if no work is commenced within 180 days of the date of issue.
4. The permit will not be issued until any other necessary local, state, or federal permits have been obtained (approved).

### Property Owner(s):\*

\_\_\_\_\_

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

Email: \_\_\_\_\_

**Tick box if Property Owner is Applicant**

### Applicant:

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

Email: \_\_\_\_\_

*\*All property owners must be listed.*

## Section II: Development Proposal Information

### PROJECT LOCATION

Address of Property: \_\_\_\_\_

Lot: \_\_\_\_\_

Subdivision: \_\_\_\_\_

Block: \_\_\_\_\_

Township, Range, Section: \_\_\_\_\_

(To avoid delay in processing the application, please provide enough information to easily identify the project location. A map or sketch attached to this application showing the project location is required.)

- Tick if the proposed development is NOT located horizontally within the Special Flood Hazard Area.\*
- Tick if the property is partially located horizontally within the Special Flood Hazard Area, but the proposed development activity site is NOT.\*

***\*If this box is ticked then a floodplain development permit may not be required. Speak to community staff before completing the rest of this permit application.***

### PROJECT DESCRIPTION

#### A. Structural Development (*Check all that apply*)

##### Activity

- |   |  |
|---|--|
| <input type="checkbox"/> New Structure                                  | <input type="checkbox"/> Residential: <input type="checkbox"/> Single, <input type="checkbox"/> Two-Family,        |
| <input type="checkbox"/> Addition*                                      | <input type="checkbox"/> Multi-Family (3+)   |
| <input type="checkbox"/> Alteration (includes repairs or improvements)* | <input type="checkbox"/> Non-Residential: <input type="checkbox"/> Elevated, <input type="checkbox"/> Floodproofed |
| <input type="checkbox"/> Relocation**                                   | <input type="checkbox"/> Combined Use (Residential and Non-Residential)  |
| <input type="checkbox"/> Demolition                                     | <input type="checkbox"/> Manufactured Home   |
| <input type="checkbox"/> Replacement                                    | <input type="checkbox"/> Recreational Vehicle (RV)   |
|   | <input type="checkbox"/> Garage: <input type="checkbox"/> Attached, <input type="checkbox"/> Detached              |
|   | <input type="checkbox"/> Appurtenant/Accessory Structure   |
|   | <input type="checkbox"/> Other (please specify): _____   |

##### Structure Type

*\*An alternation includes the repair or improvement of a structure. If the value of an addition or alteration to a structure equals or exceeds 50% of the value of the structure before the addition or alteration, the entire structure must be treated a substantially improved structure.*

*\*\*A relocated structure must be treated as new construction.*

**B. Other Development (Check all that apply)**

- Clearing       Fill     Mining       Drilling       Grading       Dredging
- Excavation or Removal of Fill (Except for Structural Development Checked Above)
- Watercourse Alteration                       Drainage Improvement (including culvert work)
- Individual water or Sewer System       Road, Street, or Bridge Construction
- Fencing     Utilities
- Subdivision (New or Expansion) or Partition (INCLUDE MASTER PLAN OR PLANNED UNIT DEVELOPMENTS IF ALLOWED BY YOUR COMMUNITY)
- Other (Please Specify): \_\_\_\_\_

**FLOOD HAZARD INFORMATION**

1. The proposed development is located on FIRM Panel: \_\_\_\_\_ (number and suffix), Dated: \_\_\_\_\_

2. The proposed development is located partially or fully within the horizontal boundaries of the Special Flood Hazard Area, Zone(s): \_\_\_\_\_ (A, A1 -30, AE, AO, AH, AR, A99, V, V1-30, or VE)

3. The one-percent-annual chance (100 year) flood elevation at this site is: \_\_\_\_\_ ft  
NGVD 29 / NAVD 88 (circle the correct datum),  
source: \_\_\_\_\_  None Available

4. Is the proposed development located partially or fully within a designated Floodway:  Yes     No  
If "Yes", then is this proposal for:

Temporary encroachment (less than 30 days – outside of flood season (DEFINE FLOOD SEASON FOR COMMUNITY BASED ON LOCAL KNOWLEDGE)

Fish habitat restoration or enhancement\*

Fence (type and material: \_\_\_\_\_)

*\*For habitat restoration projects a rise in elevation may be allowed if a CLOMR is approved by FEMA. Permit shall not be issued, until FEMA approval is received.*

5. If "Yes" was answered to (4.) above, then is a "No Rise Certification" with supporting engineering hydrologic and hydraulic data attached?  Yes     No

6. Are other federal, state, or local permits required?  Yes     No

If yes, which ones: \_\_\_\_\_

### Section III. Additional Information Required *(Complete all that apply)*

#### 1. Complete for Proposed Structures and Building Sites:

- A. Base Flood Elevation at this site: \_\_\_\_\_ ft (NGVD 29/NAVD 88).
- B. Elevation of highest adjacent grade: \_\_\_\_\_ ft (NGVD 29/NAVD 88).
- C. Required Elevation of lowest floor\* (including basement): \_\_\_\_\_ ft (NGVD 29/NAVD 88).
- D. Proposed Elevation of lowest floor\* (including basement): \_\_\_\_\_ ft (NGVD 29/NAVD 88).
- E. Elevation of next highest floor: \_\_\_\_\_ ft (NGVD 29/NAVD 88).
- F. Elevation of top of proposed garage slab, if any: \_\_\_\_\_ ft (NGVD 29/NAVD 88).
- G. Details for anchoring structures (type of anchoring used and location of anchoring):  
\_\_\_\_\_  
\_\_\_\_\_
- H. Details of floodproofing or elevation of utilities. Provide the elevation of the utilities or the elevation to which the utilities were floodproofed. If floodproofed, provide details regarding how the utilities were floodproofed (describe the type of floodproofing used or manner in which the utilities were floodproofed):  
\_\_\_\_\_  
\_\_\_\_\_
- I. Exact location(s) on structure of all flood openings, if required. Include the elevation of the bottom of the flood opening(s), the size of the openings, and note if engineered flood opening(s) will be used. (Provide a reference diagram, in site plan or drawings):  
\_\_\_\_\_  
\_\_\_\_\_
- J. Types of water-resistant materials used below the first-floor and portions of the structure they were applied to:  
\_\_\_\_\_  
\_\_\_\_\_

*\*lowest floor is defined as: the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure (such as a crawlspace), usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is built in compliance with the required floodplain and building code regulations including but not limited to flood venting requirements.*

#### 2. Complete for Alterations or Additions to Existing Structures:

Please complete **Appendix A** to the (INSERT COMMUNITY NAME) floodplain development permit and enter the cost of the proposed construction\* here: \$ \_\_\_\_\_

**\*PLEASE NOTE:** Cost of construction estimates must include all structural elements, interior finish elements, utility and service equipment, labor and other costs associated with demolishing, removing, or altering building components, and construction management. As well as any improvements being made to repair damage that go beyond just making repairs to return to pre-damaged conditions.

**3. Complete for Non-Residential Floodproofed Construction:**

- A. Type of floodproofing method: \_\_\_\_\_
- B. Required floodproofing elevation is: \_\_\_\_\_ feet NGVD.
- C. Floodproofing certification by a registered engineer attached?  
 Yes    No

**4. Complete for Partitions and Subdivisions (INCLUDE MASTER PLAN OR PLANNED UNIT DEVELOPMENTS IF ALLOWED BY YOUR COMMUNITY):**

- A. Will the subdivision or other development contain 50 lots or 5 acres?  
 Yes    No
- B. If “Yes”, does the plat or proposal clearly identify base flood elevations?  
 Yes    No
- C. Are the 100 year Floodplain and Floodway delineated on the site plan?  
 Yes    No

**5. Complete for Proposals NOT Included in 1-4 Above:**

- A. For all watercourse relocations and/or landform alterations include plans showing the proposed relocation and/or alterations.
- B. If the proposed development activity will result in a change in water elevation, then what is the change in water elevation (in feet) \_\_\_\_\_ increase/decrease (circle whichever applies).
- C. For stream habitat restoration that impacts a mapped floodway, provide copy of “no-rise certification” from registered professional engineer or a FEMA approved CLOMR.
- D. Amount of fill to be placed \_\_\_\_\_
  - i. Top of new compacted fill elevation \_\_\_\_\_ ft.  
(NGVD29/NAVD 88)

**6. Required Attachments:**

- A. A site plan drawn to scale, with elevations of the project area and the nature, location, dimensions of existing and/or proposed structures, earthen fill placement, storage of materials or equipment and drainage facilities. Plans shall include location of all water bodies, adjacent roads, lot dimensions, as well as, delineation of Special Flood Hazard Areas, regulatory Floodway boundaries including Base Flood Elevations (when available), or flood depth in AO zones.
- B. Copies of all required local, state, and federal permits. All required local, state, and federal permits must be approved before the floodplain development permit is approved.
- C. (OPTIONAL) A complete pre-construction Elevation Certificate signed and sealed by a registered professional surveyor.

- D. Certification from a registered professional engineer that any proposed non-residential floodproofed structure will meet the floodproofing criteria of the (INSERT COMMUNITY FLOOD REGULATION REFERENCE) and Oregon Specialty Code requirements, if applicable.
- E. Other documentation as required per the above sections.
- F. (COMMUNITIES ADD ADDITIONAL REQUIRED ATTACHMENTS AS APPROPRIATE FOR ALIGNMENT WITH COMMUNITY FLOODPLAIN REGULATIONS).

**Section IV: Property Owner and Applicant Signatures**

I/We hereby request a Floodplain Development Permit on the above described real property, located within the (INSERT COMMUNITY NAME), Oregon. I/We hereby acknowledge that this application is not considered filed, until all of the required information has been submitted as determined by the floodplain administrator and all required fees have been paid in full.

**Property Owner(s)\***

Signature(s): \_\_\_\_\_

Name(s) (print): \_\_\_\_\_

Date: \_\_\_\_\_

**Tick box if the Property Owner is the Applicant.**

**Applicant**

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Date: \_\_\_\_\_

*This application is only for Floodplain Development Permit. Building Permits and any other permits require separate applications.*

*\*All property owners must sign. The signature is an acknowledgement and consent to this floodplain development permit application.*

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## Section V: OFFICE USE ONLY

### APPLICATION PROCESSING

Date Application Received: \_\_\_\_\_ Initials: \_\_\_\_\_

Date Application Complete: \_\_\_\_\_ Initials: \_\_\_\_\_

Applicant Notified of Completeness: \_\_\_\_\_ Initials: \_\_\_\_\_

Fee Paid: \_\_\_\_\_ Receipt No. \_\_\_\_\_ Initials: \_\_\_\_\_

### SUBSTANTIAL IMPROVEMENT REVIEW

The formula for substantial improvement threshold is as follows:

**Market Value X 50% (.50) = Substantial Improvement Threshold**

1. What is the market value (based on current Assessor data) of the existing structure prior to damage/improvement? \$ \_\_\_\_\_
2. What is 50% of the estimated market value of the existing structure prior to damage/improvement (use the formula provided above) \$ \_\_\_\_\_
3. Has Appendix A been completed?  
 Yes    No
4. Does the total cost of the proposed construction noted in Appendix A match the cost of the proposed construction provided in Section III.(2).(A.)?  
 Yes    No
5. What is the cost of the proposed construction\* (provided in both Section III.(2).(A.) and Appendix A)? \$ \_\_\_\_\_
6. Is the value listed in line "3." of this section, equal to or greater than the value listed in line "2."?  
 **Yes, (If "Yes", then the proposed development activity qualifies as a substantial improvement\*).**  
 No
7. Does the proposed development activity qualify as a substantial improvement\*?  
 Yes    No

*\*Construction cost estimates must include all structural elements, interior finish elements, utility and service equipment, labor and other costs associated with demolishing, removing, or altering building components, and construction management. As well as any improvements being made to repair damage that go beyond just making repairs to return to pre-damaged conditions.*

*\*\*If the cost of the proposed construction equals or exceeds 50 percent of the market value of the structure, then the entire structure must be treated as a substantially improved structure and the substantial improvement provisions shall apply. See FEMA publication P-758, [Substantial Improvement/Substantial Damage Desk Reference](#) for more information regarding substantial improvement.*

**APPLICATION DETERMINATION**

The proposed development activity is determined to be in conformance with the provisions of the community's floodplain regulations (INSERT REFERENCE TO SPECIFIC COMMUNITY FLOOD HAZARD ORDINANCE AND OTHER FLOODPLAIN REGULATIONS THAT ARE CURRENTLY IN EFFECT)

YES             NO

If Yes, then this permit is issued, subject to the following conditions, attached to and made part of this permit:

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Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

Date Applicant Notified of Application Determination: \_\_\_\_\_ Initials: \_\_\_\_\_

## **APPENDIX A**

To be completed for alterations, additions, rehabilitations, repairs, or improvements to existing structures.

### **Section I.**

#### **COSTS TO BE INCLUDED**

1. Material and labor for all structural elements, “including”:
  - ✓ Spread or continuous foundation footings and pilings
  - ✓ Monolithic or other types of concrete slabs
  - ✓ Bearing walls, tie beams and trusses
  - ✓ Floors and ceilings
  - ✓ Attached decks and porches
  - ✓ Interior partition walls
  - ✓ Exterior wall finishes (brick, stucco, siding) including painting and moldings
  - ✓ Windows and doors
  - ✓ Re-shingling or re-tiling a roof
  - ✓ Hardware
  
2. All interior finishing elements, “including”:
  - ✓ Tiling, linoleum, stone, or carpet over subflooring
  - ✓ Bathroom tiling and fixtures
  - ✓ Wall finishes (drywall, painting, stucco, plaster, paneling, marble, etc.)
  - ✓ Kitchen, utility and bathroom cabinets
  - ✓ Built-in bookcases, cabinets, and furniture
  - ✓ Hardware
  
3. All utility and service equipment, “including”:
  - ✓ HVAC equipment
  - ✓ Plumbing and electrical services
  - ✓ Light fixtures and ceiling fans
  - ✓ Security systems
  - ✓ Built-in kitchen appliances
  - ✓ Central vacuum systems
  - ✓ Water filtration, conditioning, or recirculation systems
  
4. Cost to demolish storm-damaged building components
  
5. Labor and other costs associated with moving or altering undamaged building components to accommodate the improvements or additions
  
6. Overhead and profits

**ITEMS TO BE EXCLUDED:**

1. Plans and specifications
2. Survey costs
3. Permit fees
4. Post-storm debris removal and clean up
5. Outside improvements, including:
  - Landscaping
  - Sidewalks
  - Fences
  - Swimming pools
  - Screened pool enclosures
  - Detached structures (including garages, sheds, and gazebos)
  - Landscape irrigation systems

Source: FEMA Publication [P-758, Substantial Improvement/Substantial Damage Desk Reference](#)

**Section II.**

**ITEMIZATION OF CONSTRUCTION COSTS TO COMPLETE PROJECT**

|    | Work Description                 | Cost of Materials | Cost of Labor | Comments |
|----|----------------------------------|-------------------|---------------|----------|
| 1  | Foundation/ Footings/ Pilings    |                   |               |          |
| 2  | Concrete Slab                    |                   |               |          |
| 3  | Masonry Work                     |                   |               |          |
| 4  | Rough Carpentry                  |                   |               |          |
| 5  | Roofing and Gutters              |                   |               |          |
| 6  | Insulation/ Weather Stripping    |                   |               |          |
| 7  | Exterior Finish (stucco/ siding) |                   |               |          |
| 8  | Finished Carpentry               |                   |               |          |
| 9  | Drywall                          |                   |               |          |
| 10 | Cabinets (built-in)              |                   |               |          |
| 11 | Floor Covering                   |                   |               |          |
| 12 | Plumbing/ Gas                    |                   |               |          |
| 13 | Bathroom Fixtures                |                   |               |          |
| 14 | Kitchen Fixtures                 |                   |               |          |
| 15 | Electrical and Lighting Fixtures |                   |               |          |
| 16 | Built-in Appliances              |                   |               |          |
| 17 | HVAC System                      |                   |               |          |
| 18 | Paint and Wallpaper              |                   |               |          |
| 19 | Demolition and Removal           |                   |               |          |
| 20 | Overhead and Profit              |                   |               |          |
| 21 | Construction Supervision         |                   |               |          |
|    | GROSS TOTAL = Contract Price     |                   |               |          |

**Section III. (OPTIONAL)**

**CONSTRUCTION COST AFFIDAVITS FROM FEMA PUBLICATION P-758, Substantial Improvement/Substantial Damage Desk Reference (OPTIONAL)**

**Affidavit (OPTIONAL)**

**Completed by** (select one) **Architect** or **Contractor** or **Property Owner**

**Project Address:** \_\_\_\_\_

**Architect/Contractor/Property Owner Name:** \_\_\_\_\_

**Company Name** (if applicable): \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**I hereby attest to the following:**

- I have prepared (or directly supervised the preparation of) a set of construction plans and specifications for the project located at the above noted property.
- I have personally reviewed the Itemization of Costs to Complete Project listed in Section II above.
- The cost, quantity, and type of materials and labor shown in the Itemization of Costs to Complete Project constitute the entire scope of work to be done in accordance with plans and specifications prepared by or supervised by me.

**Additionally, I understand:**

- I will not be held responsible for actions taken by the contractor, architect, or property owner without my knowledge or approval.
- I am subject to enforcement actions and/or fines if I subsequently alter the approved plans without prior approval by (INSERT COMMUNITY NAME).
- The grade of materials may vary as to the manufacturer, but may not exceed the costs stated on the Itemization of Costs to Complete Project.
- Any permit issued by (INSERT COMMUNITY NAME) for the proposed project does not authorize the reconstruction, repair or maintenance of any illegal additions, sheds or other non-conforming uses or structures on the subject property.

Total Labor and Materials     \$ \_\_\_\_\_

Overhead & Profit                 \$ \_\_\_\_\_

**Total Cost**                             \$ \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of 20\_\_\_\_, by \_\_\_\_\_

Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

# Agenda Item Sheet

## City of Lowell City Council

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Type of item:

Contract

Item title/recommended action:

Motion to approve a contract with Lane County for the "Low-Income Household Water Assistance Program" and to authorize the City Administrator to sign. – Discussion/Possible action

Justification or background:

This is a contract with Lane County to participate in their "Low-Income Household Water Assistance Program." Lane County administers this program, which pays for water bills for households that are below certain income thresholds. Participation in the program would impose administrative requirements on staff, such as providing documentation to Lane County and coordinating the receipt of payments from Lane County. However, the administrative requirements appear minor. The City's participation in the program would be a benefit to households that may have difficulty paying their utility bills.

Budget impact:

N/A

Department or Council sponsor:

Public Works

Attachments:

Lane County LIHWAP contract.

Meeting date:

02/15/2022

## Lane County Contract

THIS Contract is entered into by Lane County, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY, and LOWELL, CITY OF, hereinafter referred to as CONTRACTOR, for the period commencing January 01, 2022 to and including December 31, 2023.

WHEREAS, COUNTY and CONTRACTOR are agreeable to the terms and conditions hereinafter set forth governing the provision of specified services;

The total amount of funds to be paid to CONTRACTOR for the period of the Contract is identified as follows:

| FY 21/22<br>Paid by LANE COUNTY<br>1 Of 3 |                     |                |            |               |                          |
|---|---------------------|----------------|------------|---------------|--------------------------|
| Service Description                       | Funding Period      | Funding Source | Amount     | Service Units | Account (Grant)(Program) |
| LIHWA water payments                      | 01/01/22 - 06/30/22 | LIHWA          | \$3,750.00 |               | 512211-285-3427024       |
| <b>Total:</b>                             |                     |                | \$3,750.00 |               |                          |
| FY 22/23<br>Paid by LANE COUNTY<br>2 Of 3 |                     |                |            |               |                          |
| Service Description                       | Funding Period      | Funding Source | Amount     | Service Units | Account (Grant)(Program) |
| LIHWA water payments                      | 07/01/22 - 06/30/23 | LIHWA          | \$7,500.00 |               | 512211-285-3427024       |
| <b>Total:</b>                             |                     |                | \$7,500.00 |               |                          |
| FY 23/24<br>Paid by LANE COUNTY<br>3 Of 3 |                     |                |            |               |                          |
| Service Description                       | Funding Period      | Funding Source | Amount     | Service Units | Account (Grant)(Program) |
| LIHWA water payments                      | 07/01/23 - 12/31/23 | LIHWA          | \$3,750.00 |               | 512211-285-3427024       |
| <b>Total:</b>                             |                     |                | \$3,750.00 |               |                          |

The terms of this Contract are contained in this document and the following documents which are included by reference as if incorporated herein:

BOILERPLATE dated 11-01-2021

EXHIBIT A dated 07-16-2021

EXHIBIT F dated 01-01-2021

EXHIBIT I dated 11-01-2021

Regardless of any statement to the contrary in this Contract EXHIBIT B, EXHIBIT C, EXHIBIT D, EXHIBIT E, EXHIBIT G, EXHIBIT H are not relevant to this Contract

Each of the parties designates the individual listed below as its authorized representative for administration of this Contract. Either party may designate a new authorized representative by written notice to the other.

| LOWELL, CITY OF  |  |
|--|--|
| Authorized Representative:<br><br>JEREMY CAUDLE<br>CITY ADMINISTRATOR<br>jcaudle@ci.lowell.or.us<br>PO BOX 490<br>LOWELL, OR 97452 |  |
| _____<br>Authorized Signature <span style="float: right;">Date</span><br><br>Signature:  |  |

| Lane County, Oregon  |   |
|--|---|
| County:<br><br>_____<br>Karen R. Gaffney <span style="float: right;">Date</span><br>Health & Human Svcs Director | Authorized Representative:<br>Robin O. Scott<br>Program Services Coord, Sr<br>Robin.SCOTT@co.lane.or.us<br>151 WEST 7TH AVE S-520<br>EUGENE, OR 97401 |

Insurance Reviewed:



LANE COUNTY LIHWAP CONTRACT (Boilerplate)

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and payment to CONTRACTOR by COUNTY as noted on the previous pages, for the periods of this Contract as previously designated, it is mutually agreed as follows-

1. CONTRACTOR will provide the services indicated in Exhibit A – Additional Terms and Conditions, including program and compliance requirements; and will meet all requirements laid out in Exhibit F – Lane Manual; Exhibit H – Insurance; and Exhibit I - State Funding Assurances.
2. Each of the parties is aware of the COVID-19 emergency and agrees that it is and will remain familiar with the CDC prevention guidelines and with federal, state, and local laws, rules, and orders regarding COVID-19 throughout the term of this Contract, and will take all necessary precautions relating to COVID-19, including those set out in the guidelines, laws, rules, and orders described in this paragraph. The parties have anticipated the costs of compliance with the present guidelines, rules, laws, and orders prior to entering into this Contract, and that no claim will be made by either party for such compliance. However, in the event that after the effective date of this Contract the COVID-19 guidelines, laws, rules, and orders are changed in such a way as to adversely affect the parties' ability to carry out their obligations under this Contract, either party so affected must give notice to the other party of any potential need to modify the Contract to accommodate or respond to such changes in the guidelines, laws, rules, and orders.
3. The Contract and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract and any amendments so executed will constitute an original.
4. By execution of this Contract, CONTRACTOR certifies under penalty of perjury the following:
  - 3.1 The person signing this Contract has the power and authority to execute this Contract on behalf of Contractor, and to bind Contractor to its terms,
  - 3.2 Contractor will, at all times during the term of this Contract, be qualified and professionally competent, and possess any licenses required to perform the Work,
  - 3.3 Contractor has not discriminated against minority, women or small business enterprises or a business that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225, and
  - 3.4 The Contractor has, to the best of its knowledge, complied with Oregon tax laws in the period prior to the execution of this Contract, and will continue to comply with such laws during the entire term of this Contract, including:
    - 3.4.1 All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
    - 3.4.2 Any tax provisions imposed by a political subdivision of this state that applied to Proposer or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
    - 3.4.3 Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
  - 3.5 Pursuant to ORS 305.385(6) and OAR 150-305-0302, Contractor hereby swears and affirms under penalty of perjury that Contractor is not in violation of any tax laws described in ORS 305.380(4)(a).

## **Exhibit A**

### **Additional Terms and Conditions**

1. Entire Contract

- a) This Contract is the mechanism by which the Parties can carry out the provisions of the Low-Income Household Water Assistance Program (LIHWAP).
- b) It is understood and agreed that the entire contract between the Parties is contained in this Contract.
- c) This Contract supersedes all previous commitments, promises, representations either oral or written, between the Parties relating to the subject matter hereof.
- d) All the words and phrases used in this Contract shall have the meanings given herein or as used in the LIHWAP Program Requirements and other related requirements unless the context clearly requires otherwise.

2. Definitions

- a) Authorization means a form that contains the Eligible Household's account number, name of person applying for LIHWAP assistance, name on the account, address of Eligible Household, and amount of the LIHWAP Payment to be applied to the Eligible Household's account.
- b) Commitment means the initial communication that an Eligible Household has qualified for LIHWAP Payments and serves as notice of the forthcoming Authorization.
- c) Department means the Oregon Housing and Community Services Department, together with its successors and assigns
- d) Eligible Household means a household receiving services from the CONTRACTOR that has been determined, by the COUNTY or COUNTY's subcontractor in accordance with LIHWAP eligibility guidelines, to be eligible for a LIHWAP Payment.
- e) LIHWAP Payment(s) includes regular and crisis payments made by the COUNTY to the CONTRACTOR on behalf of Eligible Households for eligible drinking water and/or wastewater service charges (including reconnection charges, fees, penalties, or reduction of current charges and fees).

3. The COUNTY agrees to do the following:

- a) To assign a CONTRACTOR number/business code to each CONTRACTOR after the Contract is fully executed.
- b) To effectuate LIHWAP payments to the CONTRACTOR on behalf of Eligible Households, including:
  - i. Notifying the CONTRACTOR of Commitments through an agreed-upon format (i.e., direct portal input, written, oral, etc.),
  - ii. Notifying the Eligible Household of Commitments made to CONTRACTOR,
  - iii. Pursuant to Commitment, submitting payment to the CONTRACTOR promptly and no later than 45 days after Commitment issued, and
  - iv. Prior to receipt of payment, notifying CONTRACTOR of any changes to Commitments caused by federal or state law.
- c) To issue to CONTRACTOR a single check or Automated Clearing House (ACH) payment that includes benefits for all Eligible Households. A payment register precedes the check or ACH deposit. The register includes the names of the Eligible Households, the account names and numbers, the amounts to be applied to each account, and the addresses and counties of residence of the Eligible Households.
- d) To inform the CONTRACTOR in the case an Eligible Household is in crisis or life-threatening situation and speaking to the CONTRACTOR on behalf of the Eligible Household when a member of the Eligible Household is not present or does not have accessibility to such a discussion.

4. The CONTRACTOR agrees to do the following:

- a) To refer its customers to the COUNTY for assistance.
- b) To charge all Eligible Households using the CONTRACTOR's normal billing process.
- c) To charge all Eligible Households the price normally charged for drinking water and/or wastewater services supplied to non-eligible households.
- d) Not to discriminate against any Eligible Households with respect to cost of services, terms, deferred payment plans, credit, conditions of sale, or discounts offered to non-eligible households.
- e) Not to treat any Eligible Households adversely because of receipt of LIHWAP assistance.
- f) To continue to apply the regular drinking water and/or wastewater service charges and credits of payments in regular fashion, even in consideration of a Commitment or LIHWAP Payment.
- g) To process all LIHWAP Payments, on behalf of Eligible Households from the COUNTY, including:
  - i. Applying a credit notation to the Eligible Household's account as soon as the CONTRACTOR receives a LIHWAP Authorization from the COUNTY.

- ii. Applying and itemizing LIHWAP payments for all Eligible Households identified in the LIHWAP Payment Register as directed by the COUNTY.
  - iii. Posting all payments to Eligible Household accounts promptly after being received, no later than the next billing cycle.
  - iv. If a LIHWAP Payment cannot be credited to the Eligible Household's account, processing a refund, according to the Oregon LIHWAP CONTRACTOR Refund Policies, directly to the Eligible Household within thirty (30) days.
- h) To discuss the Eligible Household's crisis or life-threatening situation with the COUNTY, speaking on behalf of the Eligible Household when a member of the Eligible Household is not present or does not have accessibility to the discussion.
  - i) To cooperate with the COUNTY, once informed of the crisis or life-threatening situation and in receipt of a Commitment, to resolve the Eligible Household's situation related to drinking water and/or wastewater services with urgency.
  - j) To comply with Oregon LIHWAP Vendor Refund Policies, as described below in this Contract.
  - k) To maintain an accounting system and supporting fiscal records that represent the amounts and billing of drinking water and/or wastewater services provided to Eligible Households.
  - l) To fully cooperate with the Department's and COUNTY's monitoring practices, including but not limited to providing requested documentation for Federal representatives or Oregon Secretary of State representatives within set time frames, as well as communicating with Department or COUNTY staff.
  - m) To provide at no cost to the Department, Eligible Household, or COUNTY, written information on an Eligible Household's drinking water and/or wastewater services costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods, even when it may be from a prior occupant household.
  - n) To provide at no cost to the Department or COUNTY, or an authorized agent to the Department or COUNTY, for the purposes of research, evaluation, and analysis, information on household drinking water and/or wastewater services costs and usage for Eligible Households.
  - o) To report situations that threaten life, health, or safety of potentially Eligible Households to the Department or COUNTY.
  - p) **Program Requirements:** CONTRACTOR agrees to timely satisfy all requirements of this Contract, including all LIHWAP Regulations or other forms of LIHWAP federal guidance, applicable Department administrative rules, all applicable Department handbooks and manuals (including but not limited to any Department *LIHWAP Program Manual* or similar guidelines), all related Department directives and other orders (including, but not limited to corrective action notices), and all other applicable federal, state, and local statutes, rules, regulations, ordinances, and orders (all of the foregoing, as amended from time to time, collectively, the "Program Requirements") to the satisfaction of Department or COUNTY.

## 5. Termination

- a) This Contract shall terminate upon the earliest to occur of the following events:
  - i. A change in the requirements of applicable Federal or State regulations for LIHWAP administration,
  - ii. A change in the state plan for administering LIHWAP that affects the terms and conditions of this Contract,
  - iii. Thirty (30) days' written notice of termination by any Party,
  - iv. Mutual consent of all Parties,
  - v. Any license or certificate required by law or regulation to be held by the CONTRACTOR to provide services outlined in this Contract is denied, revoked, or not renewed, or
  - vi. The end of the LIHWAP program year, which begins on 01/01/2022 and ends on 12/31/2023.
- b) This Contract will terminate effective immediately upon determination by COUNTY or the Department that the CONTRACTOR is not in compliance with the terms of this Contract, including the Program Requirements. The CONTRACTOR will be notified within ten (10) days of termination.
- c) Termination by any Party shall not discharge any obligations owed by any Party to another or to an Eligible Household or any liability, which has accrued prior to termination.
- d) The rights and remedies of any Party provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

6. Miscellaneous

- a) **Subcontracts:** The CONTRACTOR shall not enter into any subcontracts for any of the services provided under this Contract without obtaining prior written approval from the Department or COUNTY.
- b) **Assignment:** The CONTRACTOR shall not assign or transfer its interest in this Assignment without the express written consent of the Department and COUNTY.
- c) **Waiver:** The failure by any Party to enforce any provision of this Contract shall not constitute a waiver by another Party of that or any other provision.
- d) **Merger:** This Contract constitutes the entire Contract between the Parties. No waiver, consent, modification or change of terms of this Contract shall bind either Party unless in writing and signed by both Parties.
- e) **Eligible Household Information Confidentiality:** Due to the obligations outlined in this Contract, all Parties will have access to Confidential Information of Eligible Households, including but not limited to household member names, social security numbers, addresses, account numbers, account payments and balances, and income information. All Parties shall use appropriate safeguards to prevent the disclosure of Confidential Information to unauthorized third parties, and shall prevent employees, agents, or subcontractors from accessing, copying, disclosing, or using any such Confidential Information.
- f) **Funds Available and Authorized:** The CONTRACTOR understands and agrees that payment of amounts under this Contract is contingent on the Department receiving appropriations or other expenditure authority sufficient to allow the Department and COUNTY to continue to make payments under this Contract.
- g) **Effective Date and Duration:** This Contract shall be effective upon execution by all Parties and shall remain in effect until terminated as described in the "Termination" section herein.
- h) **Further Acts:** CONTRACTOR will do, make, execute, and deliver all such further acts or writings as Department or COUNTY may require to protect the Department or COUNTY's rights under this Contract.
- i) **Department as Party:** The Oregon Housing and Community Services Department, together with its successors and assigns (Department) is a Party to this contract.
- j) **Indemnity:** Subject to any applicable limitations in the Oregon Constitution and the Oregon Tort Claims Act, each Party (the "Indemnifying Party") shall save, defend (consistent with ORS chapter 180), indemnify and hold harmless the other Party, the Department and each of their officers, agents, employees and members (the "Indemnified Parties") from all claims, suits or actions of whatsoever nature (collectively, "Claims") to the extent resulting from or arising out of the negligent or wrongful acts or omissions of the Indemnifying Party or its subcontractors, agents, or employees in its performance or non-performance of its obligations under this Contract unless such Claims primarily result from the Indemnified Party or Parties' negligence, gross negligence or willful misconduct. In no event shall any Party be liable to the other for Claims in an amount more than \$50,000 per event.
- k) **Waiver:** The failure by any Party to enforce any provision of this Contract shall not constitute a waiver by another Party of that or any other provision.
- l) **Assignment:** The Vendor shall not assign or transfer its interest in this Assignment without the express written consent of the Department and Agency.

## Oregon's Low-Income Household Water Assistance Program (LIHWAP) CONTRACTOR Refund Policy

1. Credit Balances – Unless there is an event otherwise noted in this Refund Policy, all LIHWAP Payments that create a credit balance remain on the Eligible Household's account until exhausted.
2. Ineligible Credit Balances - In the event that a LIHWAP Payment cannot be applied to the Eligible Household's account, the remaining balance shall be returned to the Eligible Household within thirty (30) days after the CONTRACTOR receives the LIHWAP Payment.
3. Deposits – All deposits and accrued interest become the property of the Eligible Household and shall be returned to the Eligible Household at the time specified in the deposit Contract in a manner consistent with applicable administrative rules, approved tariffs and other law.
4. Voluntary Closure and Moves - If the Eligible Household voluntarily closes the account that received a LIHWAP Payment or moves to another service address that the CONTRACTOR does not represent, any credit balances resulting from a LIHWAP Payment shall be refunded to the Eligible Household. If the Eligible Household moves to another service address by which the CONTRACTOR does represent, any credit balances resulting from a LIHWAP Payment shall be transferred to the new address.
5. Inability to Locate Eligible Household – In the event that the CONTRACTOR is unable to locate the Eligible Household within one (1) year after service has been discontinued for any reason, any unused portion of a LIHWAP Payment shall be returned to the Oregon Department of State Lands as unclaimed property.
6. Deceased Eligible Household – In the event a LIHWAP Payment remains on the Eligible Household's account and the account is closed, the CONTRACTOR shall return the LIHWAP Payment credit balance to the Department no later than the end of the program year. The CONTRACTOR shall submit a check to the Department with the notation of number six of this Refund Policy.
7. Return Address for Refunds to the State of Oregon – Mail refunds to:

OREGON HOUSING AND COMMUNITY SERVICES, ENERGY SERVICES SECTION  
ATTN: LIHWAP REFUND  
725 SUMMER ST NE, SUITE B  
SALEM, OR 97301

*Refunds must include the following information: Eligible Household name, Eligible Household address, Name of COUNTY that provided LIHWAP Payment to Eligible Household, Date of LIHWAP Payment to CONTRACTOR, Reason for the return.*
8. Incorrect Payments – All CONTRACTORS are required to review the LIHWAP Payments register for accuracy. In the event a payment is made in error, the CONTRACTOR must contact the COUNTY listed on the payment register within thirty (30) days to correct the error. Payments made in error must be corrected by the COUNTY and will be refunded from subsequent LIHWAP Payments made to the CONTRACTOR.

**Exhibit B**

**Program Plan**

**Not Applicable**

**Exhibit C**

**Budget**

**Not Applicable**



**Exhibit D**

**Match**

**Not Applicable**

**Exhibit E**

**Special Reporting Requirements**

**Not Applicable**

## **Exhibit F**

### **Lane County Standard Provisions**

## STANDARD COUNTY CONTRACT CONDITIONS

### 1. CONTRACTOR'S STATUS

- 1.1 **Independent Contractor.** The performance of this Contract is at Contractor's sole risk. The service or services to be rendered under this Contract are those of an independent contractor that is not an officer, employee or agent of the County as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or the provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to any claims between County and Contractor. Contractor is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this Contract, whether due on account of Contractor or Contractor's subcontractor, if any.
- 1.2 **Contractor Not Employee.** Contractor is not currently employed by County and will not be under County's direct control, and will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this Contract.

### 2. INSURANCE AND INDEMNIFICATION

- 2.1 **Contractor's Required Insurance.** Contractor must provide and maintain all insurance called for in Exhibit H - "Insurance Coverages Required" and must notify Lane County of any material reduction or exhaustion of aggregate limits. Contractor may not commence any work until Contractor furnishes evidence of all required insurance specified by the County, and has obtained the County's approval as to limits, form, and amount. Commercial General Liability and Auto Liability coverage must include an Additional Insured Endorsement that includes completed operations, and which is primary and non-contributory with any other insurance and self-insurance.
- 2.2 **Contractor to Maintain Insurance.** Contractor may not cancel, materially change, or not renew insurance coverages. If any policy is canceled before final payment by County to Contractor, Contractor must immediately procure other insurance meeting the requirements. Any insurance bearing on adequacy of performance must be maintained after completion of the Contract for the full guarantee period. If Contractor fails to maintain any required insurance, County reserves the right to procure such insurance and to charge the cost to Contractor.
- 2.3 **Workers' Compensation.** Contractor, its subcontractors, and all employers working under this Contract are subject employers under Oregon Workers' Compensation Law, and must comply with ORS 656.017 and provide Workers' Compensation coverage for all their subject workers unless exempt under ORS 656.126.
- 2.4 **No Limitation.** Nothing contained in these insurance requirements limits the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under this Contract.
- 2.5 **Contractor's Indemnification.** To the fullest extent permitted by law, and to the extent otherwise provided for in private contracts of insurance, Contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from Contractor's performance of or failure to perform under this Contract. The provisions of the foregoing notwithstanding, Contractor will not be required to indemnify County for any liability arising solely out of wrongful acts of County's own officers, agents, or employees.
  - 2.5.1 If the Work of this Contract includes work product or any tangible or intangible items delivered to County under the Contract that may be the subject of protection under any state or federal intellectual property law or doctrine, this indemnification shall extend to any claim that the County's use thereof infringes any patent, copyright, trade secret, trade mark, or other proprietary right of any third party.

### 3. CONTRACTOR'S OBLIGATIONS

- 3.1 Except as provided in the bidding or procurement documents, Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services required by this Contract.
- 3.2 Contractor must make all provisions of the Contract applicable to any subcontractor performing work under the contract.
- 3.3 Contractor agrees that County 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.
- 3.4 Contractor certifies that Contractor has all necessary licenses, permits, or certificates of registration necessary to perform the Contract and further certifies that all subcontractors will 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.
- 3.5 Contractor may not permit any lien or claim to be filed or prosecuted against the County 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 the County harmless from any such lien or claim.
- 3.6 Unless otherwise provided by the Contract or law, Contractor agrees that County and its duly authorized representatives may have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract

for the purpose of making audits, examinations, excerpts, copies and transcripts. Contractor shall retain and keep accessible such books, documents, papers, and records for a minimum of 6 years after County makes final payment on the Contract. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by County.

**3.7** Contractor must, in the course of carrying out Contractor's Work, comply at all times with the then-current "Mandatory County Policies for Vendors" published on County's Procurement and Purchasing webpage at: [www.lanecountyor.gov/bids](http://www.lanecountyor.gov/bids).

**3.8** Contractor must report to Lane County, either verbally or in writing, if they have reason to believe that a principal, employee, agent, subcontractor, vendor, program applicant and/or program participant may have committed fraud, misrepresentation, falsifying data system input; made a false claim or committed a prohibited act under the Oregon False Claims Act; has committed an ethical violation; has committed criminal or civil violation of laws pertaining to bribery, gratuity, conflict of interest; or has committed other acts of misrepresentation or conspiracy to engage in misrepresentation in connection with this Contract or any moneys paid under this Contract.

Such reporting may be made through one of the following mechanisms:

- **Lane County Fraud, Waste, and Abuse Toll-Free Telephone Hotline**
  - English Speaking 844-290-0008
  - Spanish Speaking 800-216-1288
- **Lane County Fraud, Waste, and Abuse Website**
  - [www.lighthouse-services.com/lanecounty](http://www.lighthouse-services.com/lanecounty)
- **Lane County Fraud, Waste, and Abuse Email**
  - [reports@lighthouse-services.com](mailto:reports@lighthouse-services.com)
- **Lisa Nichols, Quality & Compliance Manager**
  - [Lisa.Nichols@lanecountyor.gov](mailto:Lisa.Nichols@lanecountyor.gov)

Contractor will make available the above listed reporting information to all employees, agents, and subcontractors in connection with this Contract. Reporting will not result in retaliation or retribution. The information reported may be the basis of an internal and/or external investigation and will be protected to the extent possible by law. Contractor has the option of remaining anonymous though, by doing so, Lane County's ability to conduct an investigation may be limited.

#### **4. CONTRACTOR'S OBLIGATIONS REQUIRED BY LAW**

**4.1** Contractor must promptly make payments for labor and material, and pay all contributions due to the Industrial Accident Fund, in accordance with ORS 279B.220 or ORS 279C.505, as applicable.

**4.2** Contractor must promptly make payments for any costs described in ORS 279B.230 and 279C.530, as applicable.

**4.3** Contractor must comply with requirements related to employed persons' hours of work and payment for overtime work, in accordance with ORS 279B.235, 279C.520, and 279C.540, as applicable.

**4.4** If Contractor is a nonresident bidder and the Contract price exceeds \$10,000, Contractor must promptly report to the Department of Revenue on forms provided by that Department the total contract price, terms of payment, length of contract and such other information as the Department may require before the County will make final payment on the contract, in accordance with ORS 279A.120.

**4.5** Contractor and any subcontractor must pay to the Department of Revenue all sums withheld from employees, in accordance with ORS 316.167.

**4.6** Contractor acknowledges that, pursuant to ORS 210.190, no payment may be made by County on account of this Contract if Contractor is indebted to Lane County in any manner, except for taxes not delinquent. Contractor expressly grants County the right to deduct from any payments due on this Contract the amount necessary to satisfy such indebtedness until any such debt has been satisfied.

**4.7 Equal Employment Opportunity.** During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will comply with all applicable requirements of 29 CFR Part 471, Appendix A to Subpart A (copy available at: [www.dol.gov/olms/regs/compliance/EO13496.htm](http://www.dol.gov/olms/regs/compliance/EO13496.htm)), and will include the terms of these requirements in all subcontracts entered into under this Contract.

**4.8 Americans with Disabilities Act Compliance.** During the performance of this Contract, Contractor will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.

**4.9 Compliance with Law.** In connection with its activities under this Agreement, Contractor must comply with all applicable federal, state, and local laws.

#### **5. MODIFICATION AND TERMINATION**

**5.1 Modification.** No modification or amendment to this Contract will bind either party unless in writing and signed by both parties. In lieu of termination pursuant to subsection 5.2.4 below, County may propose modifications to the Contract sufficient to allow County to perform its obligations.

**5.2 Termination:**

**5.2.1** County certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Contract for the period within the current budget. However, Contractor understands and agrees that: (1) if County fails to appropriate funds for any successive budget year, the Contract will terminate at the end of the last fiscal year for which payments have been appropriated, and (2) if County's funding, appropriations, or expenditure authority are reduced to a level insufficient, in County's reasonable administrative discretion, to perform its obligations under this Contract, County may terminate this Contract immediately upon notice to Contractor.

**5.2.2** Upon termination pursuant to this subsection, County will have no further obligation to Contractor except for payments for amounts earned prior to the termination date.

**5.3 Remedies and Default.** County may exercise any of the following remedies for Contractor's failure to perform the scope of work or failure to meet established performance standards: reduce or withhold payment; require Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or declare a default, terminating the Contract and seeking damages and other relief available under the terms of the Contract or applicable law.

**5.4 Force Majeure.** Neither County nor Contractor will be held responsible for delay or default due to Force Majeure acts, events or occurrences, including but not limited to fires, riots, wars, and epidemics, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. If delays or nonperformance are caused by a subcontractor of Contractor, Contractor will be liable for such supplies or services if the supplies or services were obtainable from other sources in sufficient time to permit Contractor to meet the required schedule. County may terminate this Contract upon written notice after determining that a delay or default caused by Force Majeure acts, events, or occurrences will reasonably prevent successful performance of the Contract.

**6. DISPUTES**

**6.1 Dispute Resolution.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Contract. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they are encouraged to resolve their differences through mediation or other cooperative dispute resolution process.

**6.2 Attorney Fees, Law, and Forum.** In the event an action, suit or proceeding, including appeals, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding or appeal. All matters in dispute between the parties to this contract arising from or relating to the Contract, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court. All disputes and litigation arising out of this Contract will be decided by the state or federal courts of Oregon. Venue for all disputes and litigation will be in Lane County, Oregon.

**7. MISCELLANEOUS PROVISIONS**

**7.1 Compliance with Public Records Law.** The parties acknowledge that this Contract and all records held by County are public records and subject to public disclosure unless a statutory exemption applies, and agrees that County shall have no liability for the disclosure of any confidential information in response to a public records request where such disclosure is required by court or district attorney order, or by County's good faith interpretation of its statutory requirements.

**7.2 Merger.** This Contract contains the entire agreement of County and Contractor with respect to the subject matter of this Contract, and supersedes all prior negotiations, agreements and understandings.

**7.3 Waiver.** Failure of County to enforce any provision of this Contract does not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.

**7.4 Severability.** If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

**7.5 Survival.** The provisions of this Contract with respect to governing law, indemnity, insurance for completed products and operations, warranties, guarantees and, if included in the Contract, attorney fee provisions and limitations, will survive termination or completion of the Contract.

**7.6 Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of this Contract.

**7.7 Non-Assignment.** Contractor may not assign or transfer its interest in this Contract without prior written approval of County.

- 7.8 Binding on Successors and Assigns.** The provisions of this Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns.
- 7.9 No Third-Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Contract.
- 7.10 Headings.** The headings and captions in this Contract are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Contract.

**Exhibit G**

**Federal Requirements**

**Not Applicable**



**Exhibit H**

**Insurance**

**Not Applicable**

## **Exhibit I**

### **State Funding Assurances**

**Exhibit I, Program Element 19**  
**Low-Income Household Water Assistance (LIHWA) Program**

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- 1. Description.** The Low-Income Household Water Assistance (LIHWA) Program is intended to assist low-income households, particularly those with the lowest incomes who pay a high proportion of household income for drinking water and wastewater removal costs. LIHWA is federally funded by the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services. Services covered by LIHWA include bill payment assistance.
- 2. Scope of Work.**
- A. Subgrantee shall and shall cause and require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its local work plan application as approved by OHCS and supplemented herein, together with applicable legal requirements including 45 CFR Part 75, EC 2912 of the American Rescue Plan Act of 2021, and Public Law No 116-260, Sec 533. The approved work plan application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this subsection 2A or otherwise under this agreement.
- B. Subgrantee shall, and shall cause and require its subrecipients by contract to administer LIHWA funds in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
- 1) Provide water and wastewater assistance with LIHWA funds anytime between October 1, 2021 and June 30, 2023, as funding allows.
  - 2) Target households who have high water burden, based upon income and water/wastewater service costs.
  - 3) Prioritize households who have had water and/or wastewater services disconnected, who have pending disconnection notices for those services, and who have arrearages for those services.
  - 4) Provide crisis assistance on a case-by-case basis. If direct service funds are exhausted, subgrantee and subrecipients must be available to assist households in crisis by providing information, referral, and/or advocacy services.
  - 5) May request approval from OHCS program coordinator to extend timelines (if any are indicated) for any assistance component based on funding and operational circumstances.
  - 6) Assure that outreach is performed in a manner which ensures all eligible households are made aware of available LIHWA assistance. This includes but is not limited to placing posters in local and county social service offices, publishing articles in local newspapers, broadcast media announcements, and vendor billing inserts and/or mailings. Subgrantee may also execute interagency agreements with other low-income program offices to perform outreach tasks.
    - a. Households residing in any OHCS multifamily housing portfolio property are considered to be year-round priorities for outreach. These properties have been supported with public funds and the preservation and stabilization of this housing is a priority for the State of Oregon. A current list is available on the OHCS website in both an Excel version or as a PDF.

- b. OHCS is committed to “Meaningfully engage culturally specific and culturally responsive organizations and their constituents to ensure OHCS policies, practices, systems of accountability and program awards are designed to advance equity and racial justice and meet the needs of communities of color.”
- 5) Assure applications for the LIHWA program (every component, including crisis) shall be accepted at sites that are geographically accessible to all households across their service area.
- 6) Ensure that individuals who are “homebound” (physically infirm) shall be provided alternative application methods, including, but not limited to phone, mail and/or home visits.
- 7) May choose to prioritize vulnerable populations (including elderly, disabled and families with young children) for an indicated period throughout the program year. Priority intake periods are intended to allow for additional time and outreach necessary to provide quality services to vulnerable populations, and shall not exclude non-targeted households for more than a short period of time.
- 8) May request approval to target specific services to allowable populations based on community need. Clear policies for application, eligibility and outreach practices must be outlined in the local work plan application and approved by OHCS. Examples of targeted populations include, but are not limited to:
  - a) Households that have not accessed other available water and wastewater assistance for the current program year (e.g., utility programs).
  - b) Vulnerable populations, including seniors, disabled, and families with young children.
- 9) Subgrantees with Tribal LIHWA Grantees (tribes who receive LIHWA funds directly from HHS) in their service area shall make every effort to assure that tribal households do not receive duplicate payments or services. If for any reason an eligible tribal member is unable to access their tribal LIHWA program (e.g., out of funds, geographically inaccessible, unanticipated hardship) they should be served as any other eligible household. Households affiliated with tribes not receiving LIHWA funds from HHS should be treated as any other applicant. Any deviation from these policies must be approved by OHCS.
- 10) Assure that households receiving LIHWA benefits are determined to be eligible based on guidelines provided annually by OHCS.
- 11) Use the payment floor-to-ceiling guidelines as outlined in the LIHWA Operations Manual to determine LIHWA benefit levels. Any variation from statewide payment levels or types must be approved by OHCS.
- 12) Assure that life-threatening crisis situations are addressed within either 18 hours (if already disconnected) or 48 hours (at risk of disconnection) of application. These timeframes must be documented to include comments outlining how the situation was addressed.
- 13) Provide any of the following forms of assistance, or a combination thereof, to resolve water/wastewater related emergencies:
  - a) Bill payment assistance
  - b) Other emergency services- including, but not limited to, information, referral, coordination of benefits (e.g., coordination with CSBG funding), advocacy, and/or other goods and services necessary to relieve immediate threat to health and safety.
- 14) Notify households regarding the amount of bill payment assistance to be provided. Applicants who apply by mail should receive a notice by mail or may be notified by telephone.

- 15) Assure that participating water/wastewater utilities (vendors) sign and comply with vendor contracts and ensure that no utility is paid with LIHWA funds without a signed contract.
- 16) Authenticate all water/wastewater utilities (vendors) paid with LIHWA funds. A process for authentication (e.g. verifiable tax ID, business documentation) must be outlined and approved in the local work plan application.
- 17) Pay water/wastewater utilities (vendors) within 45 days of committing a LIHWA benefit, unless otherwise specified in the vendor contract.
- 18) Assure that applicants understand and sign a vendor release of information in cases where household information must be obtained from a utility/vendor.
- 19) Does not use LIHWA funds to pay for any person influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant loan or cooperative agreement. If any funds other than LIHWA have been paid or shall be paid to any employees for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of the Federal LIHWA contract, grant, loan or cooperative agreement, subgrantee shall, and shall cause and shall require its subrecipients by contract to complete and submit Standard- Form-LLL (“Disclosure Form to Report Lobbying”) in accordance with its instructions.

### **3. Program Specific Reporting**

A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to comply with the following program specific reporting requirements:

- 1) Ensure that data collection and reporting for LIHWA funded activities be conducted through the use of OHCS approved OPUS database and assure that data entry into OPUS occurs in an accurate and timely manner as satisfactory to OHCS, ideally at the time of intake.
- 2) Submit all reports as required in this agreement and outlined in the LIHWA Operations Manual as satisfactory to OHCS.
- 3) Provide additional reports as needed or requested by OHCS.
- 4) May request a reporting deadline extension when necessary.

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# Agenda Item Sheet

## City of Lowell City Council

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

**Item title/recommended action:**

Motion to approve an intergovernmental agreement with the Oregon Department of Transportation for the "Downtown Plan Implementation and General Code Amendments - Phase 2" project and to authorize the City Administrator to sign. – Discussion/Possible action

**Justification or background:**

This is an intergovernmental agreement with the Oregon Department of Transportation and LCOG to continue working on the code update associated with the "Downtown Master Plan." LCOG is the project manager for this project. This project is being funded through a grant, with all expenses being paid through LCOG. The City will not have to contribute anything, except for staff time and some billable hours to LCOG planners for Code Committee and Planning Commission meetings. The updated project schedule (included in the IGA) shows the project picking up in April/May and ending at the end of the year.

**Budget impact:**

Staff time and billable hours to LCOG planners.

**Department or Council sponsor:**

Planning

**Attachments:**

IGA with Department of Transportation and LCOG.

|               |            |
|---------------|------------|
| Meeting date: | 02/15/2022 |
|---------------|------------|

## **INTERGOVERNMENTAL AGREEMENT**

City of Lowell Downtown Plan Implementation and General Code Amendments - Phase 2

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation (“ODOT” or “Agency”), City of Lowell (“City”) and Lane Council of Governments (“LCOG”). City together with LCOG shall be referred to collectively as “Grantees” or individually without distinction “Grantee”.

### **RECITALS**

1. The Transportation and Growth Management (“TGM”) Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of community assistance for local governments to assist with better integration of transportation and land use planning and development of new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. This TGM Project (as defined below) is financed with federal Fixing America’s Surface Transportation Act (“Fast Act”) funds. State funds are used as match for Fast Act funds.
4. By authority granted in Oregon Revised Statutes (“ORS”) 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.
5. The parties desire to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **SECTION 1. DEFINITIONS**

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

- A. “City's Amount” means the portion of the Grant Amount payable by ODOT to City for performing the tasks indicated in Exhibit A as being the responsibility of City.
- B. “City's Project Manager” means the individual designated by City as project manager for the Grantees for the Project.

- C. "LCOG's Amount" means the portion of the Grant Amount payable by ODOT to LCOG for performing the tasks indicated in Exhibit A as being the responsibility of LCOG.
- D. "Direct Project Costs" means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs. Any jurisdiction or metropolitan planning organization that has federally approved indirect cost plans may treat such indirect costs as Direct Project Costs.
- E. "Federally Eligible Costs" means those costs which are Direct Project Costs of the type listed in Exhibit D incurred by Grantees during the term of this Agreement.
- F. "Grant Amount" or "Grant" means the total amount of financial assistance disbursed under this Agreement, which consists of City's Amount, and LCOG's Amount.
- G. "ODOT's Contract Administrator" means the individual designated by ODOT to be its contract administrator for this Agreement.
- H. "Project" means the project described in Exhibit A.
- I. "Termination Date" has the meaning set forth in Section 2.A below.
- J. "Total Project Costs" means the total amount of money required to complete the Project.
- K. "Work Product" has the meaning set forth in Section 5.J below.

## SECTION 2. TERMS OF AGREEMENT

- A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on March 15, 2023 ("Termination Date").
- B. Grant Amount. The Grant Amount shall not exceed \$52,980.
- C. City's Amount. City's Amount shall not exceed \$0.
- D. LCOG's Amount. LCOG's Amount shall not exceed \$52,980.

## SECTION 3. DISBURSEMENTS

- A. Subject to submission by Grantee of such documentation of costs and progress on the Project (including deliverables) as are satisfactory to ODOT, ODOT shall reimburse to a



Grantee only for Direct Project Costs that are Federally Eligible Costs that Grantee incurs after the execution of this Agreement up to that Grantee's portion of the Grant Amount. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.

B. LCOG shall submit reimbursement requests for 100% of LCOG's Federally Eligible Costs, and shall be reimbursed at 100% up to the LCOG's Amount.

C. ODOT shall make interim payments to LCOG for deliverables identified as being that Grantee's responsibility in the approved statement of work set out in Exhibit A within 45 days of satisfactory completion (as determined by ODOT's Contract Administrator) of such deliverables.

D. ODOT reserves the right to withhold from a LCOG payment equal to ten percent (10%) of each disbursement owed to that Grantee until 45 days after ODOT's Contract Administrator's approval of the completion report described Section 5.L(2), at which time the balances due to LCOG under this Agreement shall be payable.

E. Within 45 days after the latter of the Termination Date of this Agreement or compliance with Section 5.K. below, ODOT shall pay any balances due to LCOG under this Agreement.

F. ODOT shall limit reimbursement of travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.

#### **SECTION 4. GRANTEES' REPRESENTATIONS, WARRANTIES, AND CERTIFICATION**

A. Each Grantee represents and warrants to ODOT as follows:

(1) (As to City) It is a municipality or intergovernmental entity duly organized and existing under the laws of the State of Oregon. (As to LCOG) It is a municipality or intergovernmental entity duly organized and existing under the laws of the State of Oregon.

(2) It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.

(3) All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and its organizational documents.

(4) This Agreement has been executed and delivered by its authorized officer(s) and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.

(5) The authorization, execution and delivery of this Agreement by it, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which it or its property is bound.

(6) The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by its necessary official(s) of Grantees.

B. It understands and agrees that ODOT's obligation hereunder is contingent on ODOT having received funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

#### **SECTION 5. GENERAL COVENANTS OF GRANTEES**

Each Grantee covenants and agrees as follows:

A. City shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. City shall complete the Project; provided, however, that City shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of LCOG.

B. It shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which it is identified in Exhibit A as being responsible.

C. It shall perform such work identified in Exhibit A as its responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. Grantee shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. All employers, including Grantee, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126(2).

Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

E. It shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

F. It agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, it agrees to:

(1) Meet with the ODOT's Contract Administrator; and

(2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. It shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, it expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

H. It shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, it shall maintain any other records pertinent to this Agreement in such a manner as to clearly document its performance. It acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such of its fiscal records and other books, documents, papers, plans, and writings that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

It shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

I. (1) All of Grantee's work products related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and Grantee intends that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", Grantee hereby irrevocably assigns to ODOT all of its rights, title, and

interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Grantee shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. Grantee forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT hereby grants to Grantee a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

(3) Grantee shall ensure that any work products produced pursuant to this Agreement 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 the 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.”

(4) The Oregon Department of Land Conservation and Development and ODOT may each display appropriate products on its “home page”.

J. Unless otherwise specified in Exhibit A, it shall submit all final products produced in accordance with this Agreement to ODOT’s Contract Administrator in the following form:

(1) two hard copies; and

(2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.

K. Within 30 days after the Termination Date, City shall

(2) City shall provide to ODOT’s Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:

(a) The permanent location of Project records (which may be subject to audit); and

(b) A list of final deliverables; and

(b) A summary of the Total Project Costs, including a breakdown of those Project costs that are reimbursable hereunder;

(c) Grantee's final disbursement request.

#### **SECTION 6. ODOT'S REPRESENTATIONS AND COVENANTS**

A. [Reserved]

B. ODOT represents that the statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.

C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement, including the monitoring of each Grantee's work and the review and approval of each Grantee's work, billings and progress reports.

#### **SECTION 7. TERMINATION**

This Agreement may be terminated by mutual written consent of all parties. ODOT may terminate this Agreement effective upon delivery of written notice to each Grantee, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

A. City or LCOG fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and as its responsibility in accordance to the terms of this Agreement within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

B. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

C. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

In the case of termination pursuant to A, B or C above, ODOT shall have any remedy at law or in equity, including but not limited to termination of any further disbursements hereunder. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

## **SECTION 8. GENERAL PROVISIONS**

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or a Grantee at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as a party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and Grantees are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(H), 5(I), 5(K) and 8 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with

counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 9(E) with respect to the Third Party Claim.

With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim ), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(b) Choice of Law; Designation of Forum; Federal Forum.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

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

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon’s sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding mediation or non-binding arbitration) to resolve the dispute short of litigation.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives are duly authorized, have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**City**

*City of Lowell*

By: \_\_\_\_\_  
(Official’s Signature)

\_\_\_\_\_  
(Printed Name and Title of Official)

Date: \_\_\_\_\_

**LCOG**

*Lane Council of Governments*

By: \_\_\_\_\_  
(Official’s Signature)

\_\_\_\_\_  
(Printed Name and Title of Official)

Date: \_\_\_\_\_



**ODOT**

STATE OF OREGON, by and through its  
Department of Transportation

By: \_\_\_\_\_

Division Administrator or designee  
Transportation Development Division

Date: \_\_\_\_\_

**EXHIBIT A  
STATEMENT OF WORK**

Oregon Transportation and Growth Management Program  
**City of Lowell Downtown Plan Implementation and General Code Amendments – Phase 2**

**CONTACTS**

**Project Management Team**

|   |  |
|---|--|
| <b>LCOG – Lane Council of Governments</b>   |  |
| Jacob Callister<br>859 Willamette Street, Suite 500<br>Eugene, OR 97401   | jcallister@lcog.org<br>(541) 682-4114        |
| <b>City – City of Lowell</b>  |  |
| Jeremy Caudle, City Administrator<br>City of Lowell<br>107 East Third Street<br>Lowell, OR 97452  | JCaudle@ci.lowell.or.us<br>(541) 359-8768    |
| <b>Agency Contract Administrator or Agency Project Manager<br/>- Transportation and Growth Management<br/>Code Assistance Program</b>             |  |
| Laura Buhl, Agency Project Manager<br>Oregon Department of Land Conservation & Development<br>635 Capitol Street NE, Suite 150<br>Salem, OR 97301 | laura.buhl@dlcd.oregon.gov<br>(971) 375-3552 |

**State Contacts**

|  |   |
|--|---|
| <b>Oregon Department of Transportation Regional Planner</b>    |   |
| Bill Johnston<br>Oregon Department of Transportation, Region 2 | bill.w.johnston@odot.oregon.gov<br>(541) 747-1354 |

2080 Laura Street  
Springfield, OR 97477

**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@dlcd.oregon.gov  
(541) 393-7675

**Acronyms and Definitions**

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

IGA – Intergovernmental Agreement

LCOG – Lane Council of Governments

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.

**PROJECT DESCRIPTION and OVERVIEW of SERVICES**

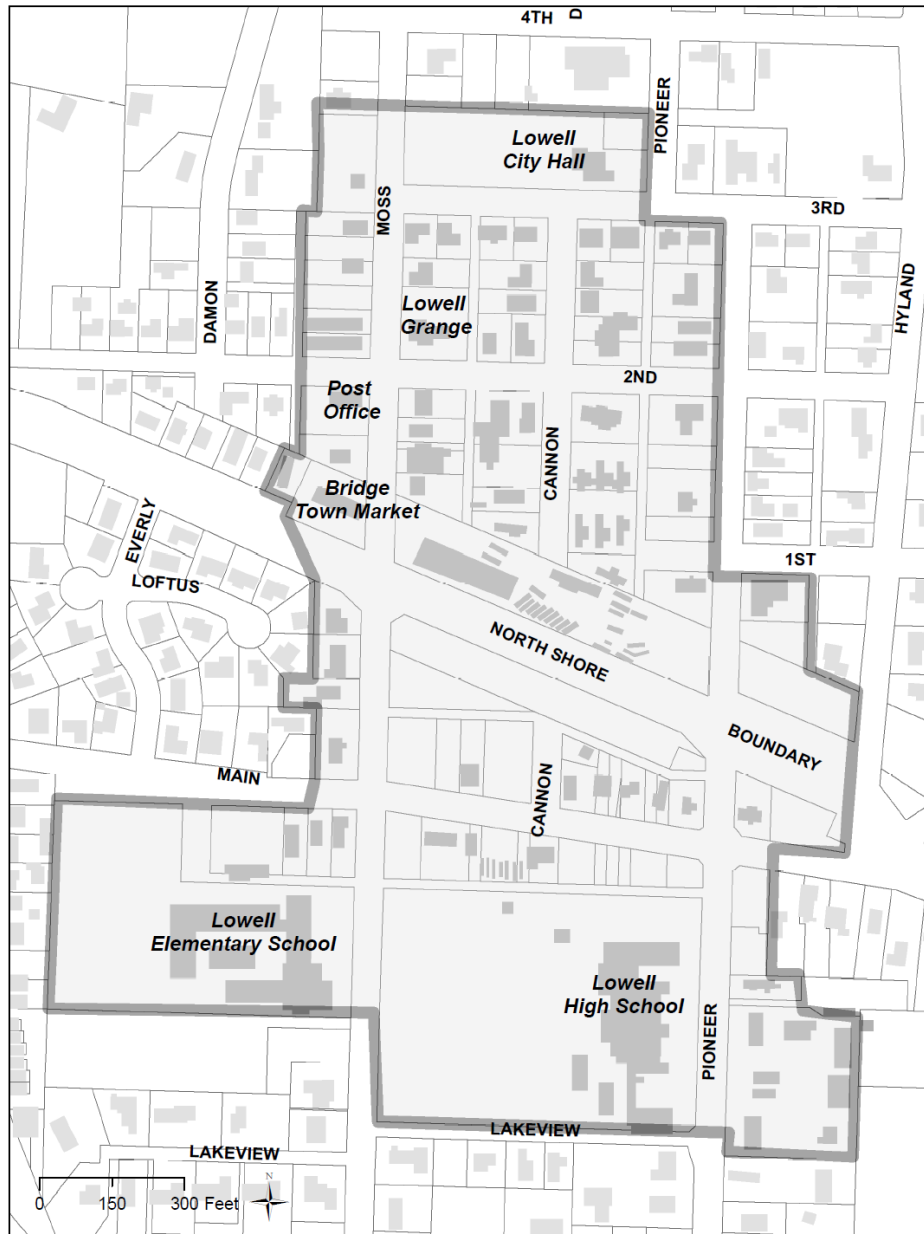
**Project Purpose and Transportation Relationships and Benefits**

The purpose of the City of Lowell Downtown Plan Implementation and General Code Amendments Phase 2 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), continuing the incomplete work from Phase 1 of the Project.

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 apply to 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 runs along the south side of Dexter Reservoir.

The impetus for Phase 1 of 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. Although one minor development code change was adopted in conjunction with Downtown Master Plan adoption, all other updates could not be included into the scope of work for that project. 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 at the southern boundary of the downtown area. Improving multi-modal connectivity and development downtown will make it easier for students to walk and bike to school. Lane County also has funding for aligned Safe Routes to Schools efforts in Lowell.

Another part of the Project addresses the need for new housing types. As populations age and household sizes decrease, both of which are occurring in Lowell according to U.S. Census data, new types of housing are needed to accommodate smaller household sizes and also to allow people to remain in their communities as they age. This need is particularly acute in small towns like Lowell, where the diversity of housing is limited and people don’t have the option of moving to a cottage or apartment as their needs change.

Phase 1 of the Project required an amendment to add specific form-based code graphic work and expired before that was completed. Phase 2 includes the previously incomplete tasks and the new form-based code graphics work.

### **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:
  - Downtown Regulating Plan based on a building type organizing principle as described in *Form-based Codes: A Guide for Planners, Urban Designers, Municipalities, and Developers*, Parolek et al., Wiley (2008).
  - Zoning map updates to apply the Downtown Regulating Plan
  - Building Form Standards sheets for building types
  - Site development 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, including any necessary graphics
- 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
- Add or revise definitions for “half-street,” “development of property,” “structure.”
- Reconcile inconsistent language for “non-conforming structures.”
- Streamline application procedures by establishing application Types I-IV.
- Clarify setbacks in all zoning districts.
- Clarify driveway and flag lot paving requirements.
- Reconcile inconsistencies and clarify language for Section 9.516 (Access) and Section 9.517 (Streets), including half streets.
- Allow City Administrator to issue determinations on non-conformities.
- Establish procedure for lot consolidation.
- Address parking and storage of recreational vehicles and trailers in the public right-of-way.

## STANDARDS and GENERAL REQUIREMENTS

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, Agency Project Manager (“APM”), and Lane Council of Governments (“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 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.

Unless otherwise stated in the Tasks, City shall prepare and distribute all staff reports, necessary public notices, 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.

LCOG shall write materials intended for the public, such as meeting presentations, at no higher than a high school grade level using the Flesch–Kincaid Grade Level Formula.

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 Intergovernmental Agreement (“IGA”). Materials must be provided to PMT and Agency Contacts unless otherwise specified in this IGA.
- City shall provide one set of written comments on draft materials within one week of receipt. If multiple staff members are commenting, City Project Manager shall reconcile the comments. 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 IGA amendment. This provision does not limit the right of the State to require correction of deliverables that do not meet the requirements of this IGA. APM will determine what constitutes a “minor” or “major” edit.

LCOG shall ensure that the final deliverable produced pursuant to this IGA 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, ODOT, DLCDC, and TGM names 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, DELIVERABLES, and SCHEDULE**

#### **Task 1: Preliminary Work**

- 1.1 PMT Meeting #1:** LCOG shall arrange and conduct PMT Meeting #1 via teleconference to discuss transition from Phase 1 to Phase 2 of the Project and upcoming tasks. LCOG shall prepare PMT Meeting #1 summary notes.
- 1.2 Final Development Code Amendments Matrix:** LCOG shall prepare Final Development Code Amendments Matrix, considering Phase One input on Draft Development Code Amendments Matrix.

- 1.3 PMT Meeting #2:** LCOG shall arrange and conduct PMT Meeting #2 via teleconference to 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 #2 summary notes.
- 1.4 Code Committee Roster:** Consultant shall consult with City and APM to establish a Code Committee, whose members should represent the following groups or interests: Planning Commission; Lowell School District; Lowell Rural Fire Protection District; youth; non-motorized transportation advocate; and downtown small business owner or other person familiar with downtown. Code Committee members should be representative of the demographic diversity (including race, ethnicity, age, income level, etc.) of Lowell. (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 Public Involvement Plan (“PIP”) from Phase One of the Project. City shall confirm participation of Code Committee members.

#### **City Deliverables**

- 1.1 PMT Meeting #1
- 1.2 PMT Meeting #2
- 1.4 Input on Code Committee Roster

#### **LCOG Deliverables**

- 1.1 PMT Meeting #1
- 1.2 Final Development Code Amendments Matrix
- 1.3 PMT Meeting #2
- 1.4 Code Committee Roster

#### **Task 2: Code Drafting**

- 2.1 Development Code Amendments Draft #1:** LCOG shall create a preliminary and revised Development Code Amendments Draft #1 for PMT review and comment, based on Final Code Amendments Matrix and PMT and public input. The Development Code Amendments must include a Downtown Regulating Plan as described in section “Project Objective” of this Statement of Work. LCOG shall make minor revisions to Development Code Amendments Draft #1 for public release after receiving input at PMT Meeting #3.

- 2.2 PMT Meeting #3:** LCOG shall arrange and conduct PMT Meeting #3 via teleconference to review preliminary Development Code Amendments Draft #1. LCOG shall prepare PMT Meeting #3 summary notes.
- 2.3 Code Committee Work Session:** City shall arrange and LCOG shall conduct a Code Committee Work Session in Lowell. City shall distribute revised Development Code Amendments Draft #1 to the Code Committee at least one week in advance of the Code Committee Work Session. LCOG shall give a Project update, present revised Development Code Amendments Draft #1, and solicit comments on the Project and revised Development Code Amendments Draft #1. APM may approve the Code Committee Work Session to be held as a remote meeting. LCOG shall prepare Code Committee Work Session summary notes.
- 2.4 Development Code Amendments Draft #2:** LCOG shall use input received from the public, PMT, and Code Committee to create preliminary and revised 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 #4.
- 2.5 PMT Meeting #4:** LCOG shall arrange and conduct PMT Meeting #4 via teleconference to review preliminary Development Code Amendments Draft #2. LCOG shall prepare PMT Meeting #4 summary notes.
- 2.6 Community Meeting:** City shall arrange and LCOG shall conduct a Community Meeting in Lowell. 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. APM may approve holding the Community Meeting as an online meeting if circumstances require.

City shall widely advertise the Community Meeting, as directed by the PIP from Phase 1. City shall also collect the contact information of participants at the Community Meeting who want to be on a project mailing list (email and post). If the Community Meeting is held as an online meeting, City shall provide online access to the Community Meeting graphic materials, presentations, and tools for at least two weeks after meeting; and shall provide the PMT with a summary of feedback received through Project Webpage. If the Community Meeting is held in person, LCOG shall prepare meeting summary notes.

- 2.7 Contingent Virtual Public Workshop (“VPW”):** If the Community Meeting is held in Lowell, LCOG shall develop and City shall host online a VPW, 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 the Community Meeting and run for at least two weeks. The VPW must include the same content as that discussed at the Community Meeting. City shall publicize the VPW, host the VPW on its Project Webpage, and provide the PMT with a summary of feedback.

- 2.8 Joint Planning Commission and City Council Work Session:** City shall arrange and conduct a Joint Planning Commission and City Council Work Session either in Lowell or online. City shall distribute revised Development Code Amendments Draft #2 in the Planning Commission and City Council packets. LCOG shall attend and give a Project update, present revised Development Code Amendments Draft #2, and solicit comments on the Project and revised Development Code Amendments Draft #2. LCOG shall prepare Joint Planning Commission and City Council Work Session summary notes.

#### **City Deliverables**

- 2.2 PMT Meeting #3
- 2.3 Code Committee Work Session
- 2.5 PMT Meeting #4
- 2.6 Community Meeting
- 2.7 Contingent VPW
- 2.8 Joint Planning Commission and City Council Work Session

#### **LCOG Deliverables**

- 2.1 Development Code Amendments Draft #1
- 2.2 PMT Meeting #3
- 2.3 Code Committee Work Session
- 2.4 Development Code Amendments Draft #2
- 2.5 PMT Meeting #4
- 2.6 Community Meeting
- 2.7 Contingent VPW
- 2.8 Joint Planning Commission and City Council Work Session

#### **Task 3: Adoption Draft and Public Hearings**

- 3.1 Adoption Draft:** LCOG shall use input received from the public, the PMT, the Code Committee, the Planning Commission, and City Council to prepare the Adoption Draft of the Development Code amendments. The Adoption Draft must be in adoptable format.
- 3.2 Planning Commission Public Hearing:** City shall arrange and conduct, and LCOG shall present the Adoption Draft at, a Planning Commission Public Hearing either in Lowell or online. LCOG shall prepare the staff report and findings. LCOG shall make minor

revisions to Adoption Draft if recommended by the Planning Commission. APM will determine what constitutes a minor revision.

City shall prepare public hearing summary notes.

- 3.3 City Council Public Hearing:** City shall arrange and conduct, and LCOG shall present the Adoption Draft at, a City Council Public Hearing for adoption either in Lowell or online. LCOG shall prepare the staff report and findings.

LCOG shall prepare public hearing summary notes.

- 3.4 Final Adopted Development Code Amendments:** LCOG shall produce the Final Adopted Zoning Ordinance Amendments, incorporating any changes required by City Council at the City Council Public Hearing.

- 3.5 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**

- 3.2 Planning Commission Public Hearing
- 3.3 City Council Public Hearing
- 3.5 Title VI Report

#### **LCOG Deliverables**

- 3.1 Adoption Draft
- 3.2 Planning Commission Public Hearing
- 3.3 City Council Public Hearing
- 3.4 Final Adopted Development Code Amendments

#### **Task 4: Contingent Tasks**

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

- 4.1 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.

- 4.2 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.

- 4.3 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.

- 4.4 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.

- 4.5 Contingent Graphics:** LCOG shall create three to five Development Code graphics, with input from PMT.

- 4.6 Comprehensive Plan Amendment:** LCOG shall write Comprehensive Plan amendment language necessary to support or permit the proposed Development Code Amendments.

#### **City Deliverables**

- 4.1 Contingent Meeting #1
- 4.2 Contingent Meeting #2
- 4.3 Contingent PMT Meeting #1
- 4.4 Contingent PMT Meeting #2

#### **LCOG Deliverables**

- 4.1 Contingent Meeting #1
- 4.2 Contingent Meeting #2
- 4.3 Contingent PMT Meeting #1
- 4.4 Contingent PMT Meeting #2
- 4.5 Contingent Graphics
- 4.6 Comprehensive Plan Amendment

| Task  | LCOG Deliverables                                       | Estimated Deliverable Amount |
|---|---|------------------------------|
| <b>Task 1: Preliminary Work</b>                   |   |                              |
| 1.1   | PMT Meeting #1  | \$690                        |
| 1.2   | Final Development Code Amendments Matrix                | \$8,460                      |
| 1.3   | PMT Meeting #2  | \$690                        |
| 1.4   | Code Committee Roster                                   | \$470                        |
| <b>Task 2: Code Drafting</b>                      |   |                              |
| 2.1   | Development Code Amendments Draft #1                    | \$12,500                     |
| 2.2   | PMT Meeting #3  | \$390                        |
| 2.3   | Code Committee Work Session                             | \$880                        |
| 2.4   | Development Code Amendments Draft #2                    | \$8,480                      |
| 2.5   | PMT Meeting #4  | \$390                        |
| 2.6   | Community Meeting                                       | \$1,820                      |
| 2.8   | Joint Planning Commission and City Council Work Session | \$840                        |
| <b>Task 3: Adoption Draft and Public Hearings</b> |   |                              |
| 3.1   | Adoption Draft  | \$6,780                      |
| 3.2   | Planning Commission Public Hearing                      | \$990                        |
| 3.3   | City Council Public Hearing                             | \$760                        |
| 3.4   | Final Adopted Development Code Amendments               | \$1,490                      |
| <b>Contingent Tasks</b>                           |   |                              |
| 2.7   | Contingent VPW  | \$1,220                      |
| 4.1   | Contingent Meeting #1                                   | \$660                        |
| 4.2   | Continent Meeting #2                                    | \$660                        |
| 4.3   | Contingent PMT Meeting #1                               | \$390                        |
| 4.4   | Contingent PMT Meeting #2                               | \$390                        |
| 4.5   | Contingent Graphics                                     | \$2,320                      |
| 4.6   | Comprehensive Plan Amendment                            | \$1,710                      |
| <b>Project Total</b>                              |   | <b>\$52,980</b>              |

### PROJECT SCHEDULE

| Task                            | LCOG and City Deliverables               | Completion |
|---------------------------------|--|------------|
| <b>Task 1: Preliminary Work</b> |  |            |
| 1.1                             | PMT Meeting #1                           | March 2022 |
| 1.2                             | Final Development Code Amendments Matrix | April 2022 |



| <b>Task</b>                                       | <b>LCOG and City Deliverables</b>                       | <b>Completion</b> |
|---|---|-------------------|
| 1.3   | PMT Meeting #2  | April 2022        |
| 1.4   | Code Committee Roster                                   | April 2022        |
| <b>Task 2: Code Drafting</b>                      |   |                   |
| 2.1   | Development Code Amendments Draft #1                    | May 2022          |
| 2.2   | PMT Meeting #3  | May 2022          |
| 2.3   | Code Committee Work Session                             | June 2022         |
| 2.4   | Development Code Amendments Draft #2                    | July 2022         |
| 2.5   | PMT Meeting #4  | July 2022         |
| 2.6   | Community Meeting                                       | August 2022       |
| 2.7   | VPW   | August 2022       |
| 2.8   | Joint Planning Commission and City Council Work Session | August 2022       |
| <b>Task 3: Adoption Draft and Public Hearings</b> |   |                   |
| 3.1   | Adoption Draft  | September 2022    |
| 3.2   | Planning Commission Public Hearing                      | October 2022      |
| 3.3   | City Council Public Hearing                             | November 2022     |
| 3.4   | Final Adopted Development Code Amendments               | December 2022     |
| 3.5   | Title VI Report   | December 2022     |
| <b>Task 4: Contingent Tasks</b>                   |   |                   |
| 4.1   | Contingent Meeting #1                                   | N/A               |
| 4.2   | Continent Meeting #2                                    | N/A               |
| 4.3   | Contingent PMT Meeting #1                               | N/A               |
| 4.4   | Contingent PMT Meeting #2                               | N/A               |
| 4.5   | Contingent Graphics                                     | N/A               |
| 4.6   | Comprehensive Plan Amendment                            | N/A               |
| <b>Project Expiration Date</b>                    |   | March 15, 2023    |

**EXHIBIT B  
ELIGIBLE PARTICIPATING COST**

DESCRIPTION

**PERSONNEL SERVICES**

*Salaries* - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken.

*Overtime* - Payments to employees for work performed in excess of their regular work shift.

*Shift Differential* - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.

*Travel Differential* - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules.

**SERVICES AND SUPPLIES**

**In-State Travel - Per Rates Identified in State Travel Handbook**

*Meals & Misc.* - Payment for meals incurred while traveling within the State of Oregon.

*Lodging & Room Tax* - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon.

Fares, Taxi, Bus, Air, Etc.

*Per Diem* - Payment for per diem, incurred while traveling within the State of Oregon.

*Other* - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.

*Private Car Mileage* - Payment for private car mileage while traveling within the State of Oregon.

**Office Expense**

*Direct Project Expenses Including:*

*Photo, Video & Microfilm Supplies* - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.

*Printing, Reproduction & Duplication* - Expenditures for services to copy, print, reproduce and/or duplicate documents.

*Postage* - Payment for direct project postage.

*Freight & Express Mail* - Payment for direct project freight services on outgoing shipments.

**Telecommunications**

*Phone Toll Charges (long-distance)* - Payment for telephone long distance charges.

**Publicity & Publication**

*Publish & Print Photos* - Payment for printing and publishing photographs to development of publicity and publications.

*Conferences* (costs to put on conference or seminars)

**Equipment \$250 - \$4,999**

**NOT ELIGIBLE**

**Employee Training, Excluding Travel**

**NOT ELIGIBLE**

**Training In-State Travel**

**NOT ELIGIBLE**

CAPITOL OUTLAY

**NOT ELIGIBLE**

# Agenda Item Sheet

## City of Lowell City Council

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

### Item title/recommended action:

Motion to approve a "Focused Phase II Environmental Site Assessment (ESA) Scope of Work and Cost Proposal" with BB&A Environmental in the amount of \$8,592 and to authorize the City Administrator to sign. – Discussion/Possible action

### Justification or background:

Staff have obtained 3 proposals to conduct the phase 2 assessment of the E. Main St. property. The phase 2 assessment will determine the location of underground storage tanks, conduct soil and groundwater testing for contamination, and provide a report on what next steps we need to take to prepare the property for sale. Each proposal is presented here for your review. Each proposal also takes a slightly different approach. Staff recommend approval of the BB&A proposal totaling \$8,592 on the basis of price. The Omnicon proposal lists several options based on what the consultant finds. The quote from Omnicon to do the same work as BB&A--geophysical survey, 3 to 4 bore holes, soil and groundwater testing--is a minimum of \$12,900. The AAI proposal includes more work than the previous two, including 8 bore holes, at a cost of \$15,900. Depending on what the selected consultant finds, more work may need to be completed to obtain a definitive answer of what needs to be done.

### Budget impact:

If BB&A is selected, minimum expenditures of funds totaling \$8,592.

### Department or Council sponsor:

Administration

### Attachments:

BB&A, Omnicon, and AAI proposals.

|               |            |
|---------------|------------|
| Meeting date: | 02/15/2022 |
|---------------|------------|



EUGENE  
32986 Roberts Court, Coburg, OR 97408  
P.O. Box 40187 Eugene, OR 97404  
(541) 484-9484

PORTLAND  
25195 SW Parkway Ave., Suite 207  
Wilsonville, OR 97070  
(503) 570-9484

January 5, 2022

Jeremy Caudle  
City Administrator, City of Lowell  
P.O. Box 490  
Lowell, OR 97452

RE: Focused Phase II Environmental Site Assessment (ESA)  
Scope of Work and Cost Proposal

FOR: Vacant Property  
205 East Main St., Lowell OR

Dear Jeremy:

As requested, please find attached an electronic copy of a proposal to complete a completea Focused Phase II ESA at the above referenced property. If the proposal is acceptable, please print, sign, and return one (1) copy electronically.

Should you have any questions regarding the scope of work or cost proposal, please do not hesitate to contact me at your convenience. Thank you for the opportunity to be of service. We look forward to working on this project with you.

Sincerely,

BB&A Environmental

A handwritten signature in black ink, appearing to read 'Randall J. Boese', written in a cursive style.

Randall J. Boese, RG/LHG  
Principal / President

Enclosures



EUGENE  
32986 Roberts Court, Coburg, OR 97408  
P.O. Box 40187 Eugene, OR 97404  
(541) 484-9484

PORTLAND  
25195 SW Parkway Ave., Suite 207  
Wilsonville, OR 97070  
(503) 570-9484

**WORK PLAN AND AGREEMENT**  
(Scope of Work and Cost Proposal)  
**Phase I Environmental Site Assessment (ESA)**  
**with Vapor Encroachment Screen,**  
**and Focused Phase II ESA**

**CLIENT**

City of Lowell  
P.O. Box 490  
Lowell, OR 97452

Contact: Jeremy Caudle, City Administrator  
Phone: (541) 359-8768  
email: [Jcaudle@ci.lowell.or.us](mailto:Jcaudle@ci.lowell.or.us)

**PROJECT INFORMATION**

Description: Vacant Property  
205 East Main St., Lowell OR  
Tax Lot: 2100  
Size: 0.5 acres  
Other Info: Property currently vacant, historical use as a General Store and Retail Service Station. Recent Phase I ESA completed in December 2021 by Omnicon.

**SCOPE OF WORK FOR FOCUSED PHASE II ASSESSMENT**

**Purpose and Scope**

The purpose and scope of this assessment is threefold: 1.) Establish baseline environmental conditions prior to sale of the property; 2.) Confirm or deny contaminant concentrations in areas of known releases and other areas of concern (e.g., possible impact from retail petroleum storage and dispensing); and 3.) Eliminate potential environmental liability associated with the property in the future.

This ***focused*** Phase II Environmental Site Assessment (ESA) / Baseline Environmental Investigation will evaluate current subsurface (i.e., soil and groundwater) conditions in a select area on *the subject property* where *Recognized Environmental Conditions* have been identified during completion of a Phase I ESA (i.e., historical Underground Storage Tanks [USTs]).

The scope of work of this focused Phase II ESA will consist of the following: electromagnetic/ground penetrating radar survey, advancement of 3-4 push probe soil borings, field-screening of soil samples, collection and analysis of soil samples, collection and analysis of grab groundwater samples, data analysis and interpretation, and report preparation.

### **1.0 Project Administration**

Project administration will include preparation, implementation, and management of project work plan and client conferences. Mark out of subsurface utilities with Utilities Notification Service will be requested.

### **2.0 Areas of Concern**

The areas of concern and locations of proposed sampling via push probes are described below:

- Frontage along Main Street, most likely location of historical USTs.

### **3.0 Geophysical Survey**

A geophysical survey will be conducted along Main Street frontage to approximately 25 feet back of curb, utilizing both magnetic and groundwater penetrating radar to attempt to identify any historical USTs and/or backfilled tank cavities. This information will be used for placement of the proposed push probe soil borings.

### **4.0 Push Probe Investigation**

The area of concern and locations of proposed sampling via push probes are described below:

As appropriate, soil and groundwater samples will be collected from each location. A total of three (3) to four (4) push probe borings are initially proposed. Additional push probes may also be installed if chemical impact is identified in one (1) or more of the push probes in an attempt to delineate the magnitude and extent of soil and groundwater impact. BB&A will obtain authorization from the client prior to installing push probes not specified in the scope of work. Temporary well casings will be placed in all (3) soil borings to allow collection of groundwater samples.

The proposal assumes that the push probes will be advanced to approximately 15-20 feet below land surface (BLS) as per the schedule in the Cost Proposal. The push probes will be completed utilizing truck mounted Geoprobe® tooling and sampling methodology. The soil sample tooling retrieves continuous cores of subsurface soil materials in plastic probe liners approximately five (5) feet in length. No additional soil materials are generated using this sampling technology (i.e., all soils are contained within the continuous plastic probe liners).

Upon completion of sample collection activities, the push probes will be backfilled with bentonite, natural earth materials, and finished to match the surrounding surface materials (e.g., asphalt, or concrete).

## **5.0 Sample Collection and Laboratory Analysis - General Methodology**

### **3.1 Soil Sampling and Laboratory Analysis**

During completion of probing activities, a detailed log will be recorded of geologic materials encountered in the push probes. Soil materials recovered in the continuous plastic probe liners will also be inspected for the presence of contamination by visual and olfactory observation. Surface and subsurface soil samples will be field inspected, and field tested using an Organic Vapor Meter with Photoionization Detector (OVM-PID). Soil samples will be collected from depths/zones with visual and/or olfactory evidence of contamination, or where the OVM-PID has identified contamination. If no contamination is noted, then soil samples will be collected from

the soil/water interface and held at the laboratory for selective analysis. The soil samples will be removed from the continuous plastic probe liners. Soil samples will be transferred from the liners and placed in clean laboratory-supplied sample containers. The samples will be given a unique identification, logged onto a formal chain-of-custody form, placed on synthetic ice in a cooler, and delivered to Apex Laboratory in Tigard, Oregon, for analysis.

Soil samples will be analyzed pursuant to the type of contamination likely to be identified in the area of concern (e.g. TPH as gasoline, diesel and associated constituents). Representative soil samples containing the highest concentrations of TPH may also be analyzed for contaminants of potential concern (CoPCs) as appropriate (see **Cost Proposal for Schedule of Proposed Analyses**).

#### **6.0 Groundwater Sampling and Laboratory Analysis - General Methodology**

Groundwater samples will be collected from the push-probe borings using a peristaltic pump and clean disposable polyethylene tubing. Groundwater will be transferred directly into clean laboratory-supplied sample glassware with appropriate sample preservatives. The samples will be given a unique identification, logged onto a formal chain-of-custody form, placed on synthetic ice in a cooler, and delivered to Apex Laboratory in Tigard, Oregon, for analysis. Groundwater samples will be analyzed for contaminants of concern (CoCs) listed in the Cost Proposal.

#### **7.0 Report**

A written report, signed by a registered professional geologist or engineer, will be prepared documenting findings of the subsurface investigation. The report will also present conclusions and recommendations of this assessment specific to the site. The report will also include a site plan illustrating the push probe locations, probe logs, analytical laboratory reports, and chain-of-custody records for all samples. If detected, contaminant concentrations will be compared to the applicable risk-based concentrations (RBCs) given in the Oregon DEQ *Risk-Based Decision Making for the Remediation of Petroleum-Contaminated Sites*. The comparisons will be used for documentation, evaluation, and risk-assessment.

#### **8.0 Project Assumptions**

For purposes of preparing this work plan and cost proposal, it is assumed that:

- Underground utilities are present in the project area. Those on-site utilities not marked by Utilities Notification Service or privately located will be located by the property owner prior to the beginning of the project;
- By signing this Work Plan and Agreement, the responsible party authorizes BB&A, its employees, and authorized subcontractors to enter the property to complete the assessment activities.
- The push probe borings will be backfilled with bentonite and other natural earth materials. Surface restoration will consist of redi-mix concrete or cold patch asphalt depending on surrounding surface materials.



**COST PROPOSAL - Focused Phase II ESA:**

The cost proposal presented below based upon the project assumptions and scope of services detailed above. The number of samples and analyses is an estimate, the actual number of samples to be collected and analyzed may be more or less than listed. All mobilization costs are based from Coburg, Oregon.

| <b>Cost Proposal -Focused Phase II ESA</b>               |              |                   |                   |
|--|--------------|-------------------|-------------------|
| <b>205 E. Main Street Lowell, OR</b>                     |              |                   |                   |
| <b>TASK</b>  | <b>UNITS</b> | <b>UNIT COSTS</b> | <b>SUB TOTAL</b>  |
| <b>Site Investigation</b>                                |              |                   |                   |
| Project Management                                       | 2            | \$310.00          | \$620.00          |
| Drilling Services (3-4 push-probe borings/temp wells)    | 1            | \$2,875.00        | \$2,875.00        |
| Geophysical Survey                                       | 1            | \$800.00          | \$800.00          |
| Project Manager/Geologist (utility locate, site, travel) | 6            | \$155.00          | \$930.00          |
| Equipment, Supplies, Mileage                             | 1            | \$450.00          | \$450.00          |
| Laboratory Analysis (5-Day/10-Day <b>Turn-around</b> )   |              |                   |                   |
| <b>Soil</b>  |              |                   |                   |
| NWTPH-Gx   | 3            | \$82.00           | \$246.00          |
| NWTPH-Gx + BTEX (EPA Method 8260B)                       | 0            | \$132.00          | \$0.00            |
| NWTPH-Dx   | 3            | \$90.00           | \$270.00          |
| Full List VOCs by EPA Method 8260B                       | 0            | \$179.00          | \$0.00            |
| PAHs by CG/MS SIM  | 0            | \$184.00          | \$0.00            |
| <b>Groundwater</b> (Push-Probe Borings and Water Well)   |              |                   |                   |
| PCBs EPA 8080  | 0            | \$95.00           | \$0.00            |
| TPH-Gx + BTEX (EPA Method 8260B)                         | 3            | \$132.00          | \$396.00          |
| NWTPH-Dx   | 3            | \$90.00           | \$270.00          |
| Full List VOCs by EPA Method 8260B                       | 0            | \$179.00          | \$0.00            |
| PAHs by CG/MS SIM  | 0            | \$184.00          | \$0.00            |
| <b>Preparation of Phase II ESA Report</b>                |              |                   |                   |
| Sr. Hydrogeologist                                       | 1            | \$170.00          | \$170.00          |
| Hydrogeologist (report)                                  | 8            | \$155.00          | \$1,240.00        |
| AutoCAD Drafting (Logs, Figures)                         | 2            | \$120.00          | \$240.00          |
| Clerical   | 1            | \$85.00           | \$85.00           |
| <b>TOTAL ESTIMATE:</b>                                   |              |                   | <b>\$8,592.00</b> |

## **CONDITIONS AND LIMITATIONS:**

1. The professional and construction services of BB&A Environmental will be rendered using the degree of care and skill ordinarily exercised under similar circumstances by reputable engineering and construction firms practicing in this or similar locations. No other warranty express or implied is made.
2. The conclusions and recommendations reached from this assessment will be based only on the data provided by others and observations made during field investigations. The accuracy of these findings should not be considered as scientific certainties, but rather as professional opinion based upon selected and limited data.
3. The services to be performed consist solely of those described within the Scope of Service outlined above. Other environmental assessment services (e.g., waste characterizations, soil and water sampling, compliance audits, wetlands determinations, etc.) are not included in the Scope of Work of this Level I assessment. These services may be provided as an expansion of the Scope of Service outlined above or as an additional phase of the investigation.
4. This proposal is based upon performing the assessment under Level D or less health and safety protection. If unsafe physical or chemical conditions are encountered at the site, all work will be temporarily halted, the client notified, and a new scope of work negotiated.
5. BB&A Environmental does not assume the responsibility for reporting to any local, state, or federal public agencies any conditions at the site that may present a potential danger to public health, safety, or the environment. Notification to appropriate agencies as required by law is the responsibility of the client.
6. If the subject property and facilities are not owned by the client, the client warrants that all necessary permissions for BB&A Environmental to enter onto the site for the purpose of performing the Scope of Work outlined above has been obtained.
7. Monthly invoices will include all services performed through the end of the month and all payments received through the end of the month. Terms will be net 15 days from the date of invoice. Late charge of 1.5%.
8. If a dispute arises between the parties pertaining to this Agreement, the dispute shall be determined by arbitration in accordance with the arbitration provisions of Oregon Revised Statutes. Each party shall choose an arbitrator, and the two arbitrators shall choose a third. If the choice of the second or third arbitrator is not made within ten (10) days of the choosing of the prior arbitrator, either party may apply to the presiding judge of the Lane County Circuit Court to appoint the required arbitrator. The parties shall be entitled to conduct discovery in accordance with the Oregon Rules of Civil Procedure, subject to limitation by the arbitrator to secure just and efficient resolution of the dispute. If the amount in controversy exceeds \$10,000.00, the arbitrator's decision shall include a statement specifying in reasonable detail the basis for and computation of the amount of the award, if any. The arbitration shall take place in Lane County, Oregon, and the award of the arbitrator shall have the effect provided in Oregon Revised Statutes governing arbitration. Cost of the arbitration shall be shared equally by the parties, and each party shall pay its own attorney fees incurred in connection with the arbitration.

\*\*\*\*\*

Dated: 1/5/22

**BB&A Environmental**



\_\_\_\_\_  
*Signature*

Randall J. Boese  
*Name (Printed or Typed)*

Principal / President  
*Title*

\*\*\*\*\*

**ACCEPTANCE OF PROPOSAL**

You are hereby authorized to furnish all materials and labor required to complete the work detailed in the above Agreement, for which the undersigned agrees to pay the amount stated in said Agreement in accordance with the terms and conditions thereof.

**Phase I/II ESA with Vapor Encroachment Screen**

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name (Printed or Typed)*

\_\_\_\_\_  
*Title*

## Proposed Underground Tank Assessment Activities and Cost Estimates

Former Lowell Market Site  
295 East Main Street, Lowell, Oregon

The following is the recommended course of action for determining whether there are any underground fuel tanks, and/or residual fuel contamination, present at the former Lowell Market site.

The results from each step in the assessment process will dictate the most appropriate subsequent step(s).

The cost estimates provided represent typical costs, and are provided for planning purposes only. Actual costs will depend upon the site conditions encountered. The listed cost estimates are not an offer to provide any services for a specific amount, or specific cost range, at this time.

- **Step 1** of the process would be to determine if underground tanks are in fact still present on the subject property. This would be accomplished using geophysical methods (magnetometer; electromagnetic detector; ground penetrating radar).

The process would involve delineating the footprint of the former Lowell Market building, and then scanning a grid in areas where underground tanks would most likely have been located.

The estimated cost for this activity, including a final geophysical report, is **\$ 4,500 - \$ 4,815**.

[Note: Geophysical instruments are affected by ground conditions. The presence of ice or snow, or ground that is heavily saturated with water, may yield inaccurate geophysical survey results]

- If substantial indication of underground tanks is found, we would strongly recommend that the presence of tanks be confirmed by excavation (*i.e.*, one or more test pits). This is something that the City's public works department might, with consultant supervision, be able to perform. **If tanks are confirmed to be present**, the most reasonable and cost-effective next step would be to have them decommissioned by an Oregon-licensed underground tank contractor.

Based upon the number of fuel dispensers seen in historical photographs, it is assumed at this time that there could be two tanks (one regular gasoline; one premium gasoline). The cost for decommissioning would depend upon the size and condition of the tanks, whether any fuel or water was present in the tanks, and whether significant contamination was found around the tanks.

A basic tank decommissioning for two (2) retail-size motor fuel tanks would be expected to cost in **\$ 21,150 - \$ 29,950** range. This would include all required permits and regulatory reporting, removal and disposal of fluids from the tanks, removal, inerting, and disposal of the tanks,

“dressing” the excavation (removal of typical *minor* contamination), acquiring the required soil and groundwater samples for laboratory analysis, rough backfilling of the excavation(s), and consultant time.

Results from the required environmental samples would dictate what, if any, additional investigation and/or cleanup was necessary. If significant contamination was detected in the tank pits, additional work could include:

- delineation of the magnitude and extent of the contamination;
- “risk-based” closure (*i.e.*, “clean enough” for the intended use of the property);
- additional excavation;
- implementation of one or more engineered remediation systems.

- **If no definitive indication of underground tanks is found, but possible tanks pits are identified**, we would recommend that 3 - 4 boreholes be installed in the tank pit area, with soil and groundwater samples acquired from each borehole for analysis for appropriate parameters.

The purpose of this activity would be to determine whether residual, tank-associated contamination was present where the underground tanks had previously been located. (Note: Environmental cleanup was not required for underground tank removals until 1986. Prior to 1986, contractors often emptied tank contents, and pushed contaminated soils, into the tank pit after the tank had been removed.)

The estimated cost for this type of limited site assessment would be **\$ 8,400 - \$ 10,675** (dependent upon the number of boreholes actually installed and sampled).

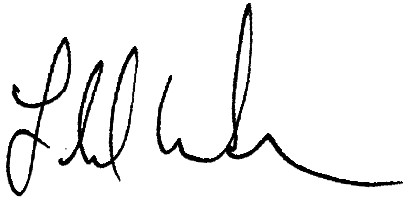
As specified previously, the results of the assessment would dictate what, if any, additional investigation and/or cleanup was necessary.

- **If neither tanks nor tank pits are definitively identified by geophysical survey**, we would recommend that up to 8 boreholes be installed in areas where underground tanks would likely have been located, and, to the extent that appropriate and accessible locations can be accessed, 2 - 3 additional boreholes be installed in areas hydrologically downgradient from the potential tank sites (to detect possible contaminant migration in groundwater). Soil and/or groundwater samples would be acquired from each borehole for analysis for appropriate parameters.

The estimated cost for this type of site assessment (a Phase 2 Environmental Site Assessment) would be in the **\$ 17,575 - \$ 18,975** range (dependent upon the number of boreholes actually installed and sampled).

As specified previously, the results of the assessment would dictate what, if any, additional investigation and/or cleanup was necessary.

Prepared and submitted by,



Frederick W. Scalise, Ph.D., CHMM  
Senior Consultant



8 January 2022

CHMM = IHMM Certified Hazardous Materials Manager; Certification No. 2543



**ASSESSMENT ASSOCIATES, INC.**  
ENVIRONMENTAL CONSULTING  
A CREtelligent Company  
3123 SE 9<sup>th</sup> Avenue, Portland, Oregon 97202  
Phone 503.919.7460

January 20, 2022

Mr. Jeremy Caudle  
City Administrator  
City of Lowell, Oregon  
107 E 3rd St, Lowell, Oregon 97452

**SUBJECT: Proposal and Cost Estimate for Phase II Environmental Site Assessment, Approximate 1-Acre Undeveloped Property, 205 E Main St Lowell, Oregon**

Dear Mr. Caudle,

At your request, Assessment Associates, Inc. (AAI) is pleased to submit this cost estimate for a Phase II Environmental Site Assessment at the approximate 1-acre undeveloped property described above. The proposed work is intended to provide initial evaluation of subsurface conditions at areas of potential environmental concern based on the results of a recent Phase I Environmental Site Assessment (ESA)<sup>1</sup>.

## **BACKGROUND AND SITE HISTORY**

The undeveloped Property was located in a predominantly residential area of Lowell, Oregon, bounded by W Boundary Road to the northeast, E Main Street to the south and southeast, and S Pioneer Street to the west. Residences were located to the south, east, and west, a vacant former railroad easement was located to the north, beyond W Boundary Road, and Lowell High School was located adjacent and to the southwest, beyond the intersection of S Pioneer Street and E Main Street. It is owned by the City of Lowell.

Historical sources indicated that the railroad occupied the easement to the north of the Property from at least 1935 through the mid-1960s. The remainder of the surrounding parcels have been used for predominantly residential and light commercial purposes since the early 1900s. The adjacent high school which has occupied its current location since at least 1939. None of those nearby properties were determined to constitute Recognized Environmental Conditions (RECs) for the Property.

Information developed from a Tier 2 historical investigation indicated that a general store (the Hyland Store) occupied a log cabin at or near the western portion of the Property sometime between 1875 and 1880 until 1910 or 1911. A 1939 aerial photograph

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<sup>1</sup> Omnicon (2021) Phase I Environmental Site Assessment, 205 East Main Street, Lowell, Oregon, dated December 6, 2021, prepared by Omnicon of Elmira, Oregon.



appeared to confirm that fact. A new store, described as a two-story, 40 foot by 60 foot building, and adjacent 16 foot by 40 foot warehouse, were reportedly constructed near the original log cabin store, at the east end of the subject property (originally Tax Lot 2200), in about 1910.

The store changed hands twice over the next two decades and was also apparently known as the Lowell General Store or the Lowell Store at various times through at least the 1930s. According to available information, the original log cabin was removed by the end of the 1920s. By at least the mid-1950s, the Lowell Store was operating as Heartland's General Store. It continued to operate as Heartland's General Store into at least the mid- to late-1960s. The warehouse building located adjacent to the west side of the store was removed sometime between 1969 and 1976. The store had become known as the Lowell Market by the 1970s, and ceased operations sometime between 1995 and 2005, at which time the store building was demolished.

A garage and residence was built on the western portion of the Property in 1940 and was intentionally burned by the local fire department in a training exercise in late 2021. Mr. Jeremy Caudle, City Administrator for the City of Lowell, indicated that the residence was heated by electric basement units rather than an oil furnace at the time it was burned. The Phase I ESA did not rule out the possibility of a historical oil-fueled heating system for the residence, which could indicate the presence of an undocumented underground heating oil tank. That possibility can be considered a REC.

There is confirmed evidence that gasoline motor fuel was dispensed from a couple of gas pumps on the southern exterior of the Hyland Store during at least 1950s and the 1960s, and possibly as early as the 1910s or 1920s. Gas sales apparently ceased in the early to mid-1970s.

The Property address did not appear in Oregon Department of Environmental Quality (ODEQ) underground storage tank (UST) databases, indicating that no USTs were ever registered, and no UST permits were ever obtained. If tanks remain at the Property but haven't been used since prior to October 1974, which appears to be the case, they would be statutorily exempt from ODEQ UST rules (ORS 466.706 to 466.845, 466.994 and 466.995).

The only ODEQ documentation of the possibility of USTs at the Property was a letter from ODEQ to Ms. Toshiko Wilson, a former owner of the Lowell Market, responding to a *UST Decommissioning 30-Day Notice* form that Ms. Wilson sent to the agency in April 1998. However, no additional documentation of decommissioning activities was available on-file with the agency, suggesting that no USTs were ever removed from or otherwise decommissioned at the subject property.





Based upon this information, the Omnicon Phase I ESA concluded that there is “a very high probability” that USTs remain on the subject property. The report added that, even if tanks were in fact removed from the site at some point in time, there is no evidence of or documentation for any type of environmental cleanup, indicating that there is a very high risk for UST-associated contamination being present on the property, which would constitute a REC for the Property. The Phase I ESA included the following recommendations for further investigation, with which we concur:

1. **RECOMMENDATION:** A geophysical survey should be conducted in all areas where underground tanks might have been located. The purpose of the survey is to determine if underground tanks are still present on the subject property (a material threat of a future release to the environment). The geophysical survey should utilize at least two, and preferably three, independent methodologies (e.g., magnetometer; electromagnetic detector; ground penetrating radar). If underground tanks are detected, they should be appropriately decommissioned to current regulatory standards. Sampling at the time of decommissioning would indicate what, if any, level of environmental cleanup was needed.
2. **RECOMMENDATION:** Even if underground tanks are not identified on the subject property, there is still the risk for residual tank-related environmental contamination being present on the subject property. As such, a Phase II Environmental Site Assessment (intrusive subsurface sampling) should be conducted, with soil and groundwater samples collected for laboratory analyses from areas where underground tanks might have been formerly located.

AAI/CREtelligent was contacted by Mr. Caudle on January 12, 2022 to request a proposal to address the recommendations. **This proposal addresses all but the tank decommissioning aspect of those recommendations.**

## **SCOPE OF WORK**

AAI proposes the following scope of work to identify potential environmental impacts to the Property associated with historical usage:

### Parking Area Investigation:

- Conduct a geophysical survey along the perimeter of all three former structures at the Property to determine the existence and location of potential fuel USTs.
- If one or more USTs are located, two soil borings will be installed to a depth of approximately to 15-20 feet below ground surface (bgs) in the general vicinity of the USTs to collect soil and groundwater samples (if groundwater is shallow enough to be collected). If no evidence of USTs is found, approximately 6 to 8



soil borings will be installed at the most likely locations around those former structures to collect soil (and groundwater samples, if possible).

- **This proposal does not include any tank removal or in-place decommissioning activities. If tanks are found, they should be removed or decommissioned in place in accordance with ODEQ tank rules.**

#### Subsurface Investigation:

- We will contract with a private utility locator to conduct a geophysical survey for USTs or (possibly) UST pits along the perimeters of the former residence, warehouse, and Hyland Store building, and to ensure that boring locations do not conflict with potential underground utilities. AAI will provide GPS coordinates of the former building footprints to the geophysical surveyor, to insure accuracy.
- If USTs are found, we will then install two soil borings to a depth of 15-20 feet bgs at each end of the detected UST(s) to collect soil and groundwater samples. If tanks or tank pits are not identified during the geophysical survey, we will install 6 to 8 borings at the most likely locations for historical USTs, and as practicable to avoid underground utilities, for the collection of soil and groundwater samples.

## **FIELD PREPARATION TASKS**

Field preparation tasks are summarized below.

- Coordination and management of field investigation logistics, including site access, equipment acquisition, and subcontractor coordination.
- Preparation of a site-specific Health and Safety Plan to guide field activities in accordance with Occupational Safety and Health Administration (OSHA) requirements.
- Request for utility identification through the public Northwest Utility Notification Center (NUNC) as required before drilling.

## **FIELD INVESTIGATION**

#### Potential Underground Storage Tanks Investigation:

- We'll contract with a private utility locator to conduct a geophysical survey for USTs or (possibly) UST pits along the perimeters of the former residence, warehouse, and Hyland Store building, and to ensure that boring locations do not conflict with potential underground utilities.



- If USTs are found, we will then install two soil borings to a depth of 15-20 feet bgs at each end of the detected UST(s) to collect soil and groundwater samples. If tanks or tank pits are not identified during the geophysical survey, we will install 6 to 8 borings at the most likely locations for historical USTs, and as practicable to avoid underground utilities, for the collection of soil and groundwater samples.
  - At each drilling location, AAI will retrieve, examine, and log continuous soil cores in five-foot long segments, depending on sample recovery to a total depth of 20 feet below ground surface.
  - Soil samples will be field screened for volatile organic vapors using a photoionization detector (PID). AAI will also note observations regarding discoloration/staining, odor, and sheen.
  - A minimum of one soil sample from each boring will be retained for laboratory chemical analysis. If PID readings indicate volatile organic compounds, or if petroleum staining, odor, or sheen is observed at multiple depths, soil samples will be collected at each location contamination is observed. If no evidence of contamination is identified, a soil sample will be collected from the full depth of the boring.
  - If groundwater is encountered, a groundwater sample will be collected at each boring and submitted for laboratory chemical analysis. A temporary well screen will be installed, and groundwater will be collected using a peristaltic pump.

## **CHEMICAL ANALYTICAL TESTING**

Based on identified contaminants of interest, AAI will submit samples for the following analysis:

### Soil and Groundwater Samples:

- The soil and groundwater samples will be submitted to an accredited laboratory for Northwest Total Petroleum Hydrocarbon Identification (NWTPH HCID) analysis, which indicates whether or not there has been a petroleum release, and what type of petroleum was detected.
- If a petroleum release is detected, that sample will be further analyzed for quantification of the type of petroleum detected, ie, gasoline, diesel fuel, or heating oil (NWTPH-Dx or NWTPH-Gx), along with heavy metals by EPA Method 6000/7000.
- If diesel fuel or heating oil range petroleum hydrocarbons are detected, that sample will be further analyzed for semi-volatile organic compounds (SVOCs) by



EPA Method 8270.

- If gasoline-range petroleum hydrocarbons are detected, the soil and groundwater samples will also be submitted for volatile organic compounds (VOCs) analysis by EPA Method 8260.
- This cost estimate assumes that detectable concentrations of petroleum will only be identified in 6 out of a possible eight soil and groundwater samples, to reflect a statistically probable outcome. If even fewer samples test positive for HCID, follow-up analysis for TPH-G, TPH-D, metals, VOCs, and SVOCs will be unnecessary, which will result in a respective reduction in lab costs. If more than 6 samples test positive for HCID, final lab costs will be somewhat higher.

## **REPORTING**

AAI will provide project management services including regular client communications and status updates during implementation of this specified work. Report deliverables include:

- Phase II Environmental Site Assessment Report. The results of this assessment will be summarized in a written report to include a sample location map, laboratory analytical testing reports, and a discussion of analytical results in the context of the applicable environmental regulatory framework.

## **SCHEDULE**

The proposed investigation tasks will be initiated immediately upon receipt of written authorization to proceed. Without incurring additional “rush” fees from our laboratory subcontractor, we expect to be able to complete the specified scope of work (including written reporting) within two to three weeks of field work. Preliminary verbal results will be available to the client within one to two weeks following sample collection.

- Analytical testing results will be available within two weeks of submittal to the laboratory.
- On a parallel track, AAI will be working on a written summary report to minimize delays to you.
- AAI will provide regular verbal updates during project development, and we will be prepared to discuss analytical results and implications with you as soon as the results are available. Written documentation and a summary assessment



report will be provided within approximately two weeks following receipt of final laboratory results.

## **COST ESTIMATE**

Based on the work scope and assumptions as described in this proposal, the total estimated cost for this scope of work will be approximately **\$15,900.**

## **ASSUMPTIONS & LIMITATIONS**

Other assumptions used to generate the scope and cost estimate are as follows:

- This proposal does not include any tank removal or in-place decommissioning activities. If tanks are found, they should be removed or decommissioned in place in accordance with ODEQ tank rules.
- This cost estimate assumes that detectable concentrations of petroleum will only be identified in 6 out of a possible eight soil and groundwater samples, to reflect a statistically reasonable outcome. If even fewer samples test positive for HCID, follow-up analysis for TPH-G, TPH-D, metals, VOCs, and SVOCs will be unnecessary, which will result in a respective reduction in lab costs. If more than 6 samples test positive for HCID, final lab costs will be somewhat higher.
- Nearby well logs show either clay and associated shallow groundwater over gravel beds, or cemented gravels at or near the ground surface with no groundwater shallower than about 50 feet bgs. As such, drilling efforts using the most economical geo-probe hydraulic drilling rig may encounter refusal at shallow depths, limiting drilling depths and reducing the likelihood of collecting groundwater or deeper soil samples. If tanks are found, soil testing can be conducted during the tank decommissioning process. Those additional costs are not included in this cost estimate.
- Project report(s) and/or technical documents will not be submitted to other parties unless requested by the client or otherwise required by law. Additional meetings and negotiations are not included in the scope of work except as specified. To the extent that future technical consultation results in work scope modifications, such modifications are not included or budgeted within this scope.
- Access to the subject property will be arranged by the client and all fieldwork can be conducted during normal business hours, unless otherwise specified.
- All fieldwork can be performed using standard personal protective equipment and procedures (Level D).
- Laboratory results are not needed on an expedited basis, (sooner than two weeks).



**ASSESSMENT ASSOCIATES, INC.**  
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Phone 503.919.7460

- If necessary, additional analytical testing may be conducted within the required laboratory holding times. The budgetary projection provided in this document does not include all possible analyses or number of samples that may be necessary to accommodate the work scope. Recommendations for additional analyses, if any, will be discussed with you prior to laboratory testing. Expedited or alternative laboratory analyses are not included in this work scope unless otherwise noted.

## **GENERAL CONDITIONS**

The scope of services will be performed in accordance with the attached *AAI General Conditions* in effect between AAI and the Client, which are hereby made part of this Agreement. Both parties must agree upon any changes to the scope, cost, or General Conditions. Please indicate your acceptance of this proposal by signing the attached Authorization Form and returning one copy for our files by mail or email.

AAI appreciates this opportunity to present this proposal. If you have any questions, please call (503) 919-7460.

A handwritten signature in blue ink that reads 'Michael T. O'Connor'.

Michael T. O'Connor, R.G.  
President and Principal Geologist  
mike@aaiconsulting.com  
attachments: Authorization Form, Cost Estimate Table



**ASSESSMENT ASSOCIATES, INC.**  
ENVIRONMENTAL CONSULTING  
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Phone 503.919.7460

**ASSESSMENT ASSOCIATES, INC. (AAI)  
SERVICES AGREEMENT**

**I. DESCRIPTION OF SERVICES**

AAI will conduct a Phase II Environmental Site Investigation per the attached Scope of Work document.

**II. STANDARD TERMS AND CONDITIONS**

All the terms and conditions in the attached General Terms and Conditions and any attached exhibits and schedules apply to this Agreement.

**III. TOTAL ESTIMATED COST:**

*Time and materials basis not to exceed \$15,900 (without client approval) as detailed in the proposal.*

**IV. AUTHORIZATION**

**Proposal for Limited Phase II Environmental Site Assessment**  
Approximate 1-Acre Undeveloped Property, 205 E Main St Lowell, Oregon

Please indicate your acceptance of the Authorization for Environmental Site Assessment by signing below and returning by email. This authorization includes *time and materials fees* estimated at **\$15,900** as detailed in the proposal.

The above statements are understood and accepted.

**ASSESSMENT ASSOCIATES, INC.**  
**a CRETELLIGENT COMPANY**

**CITY OF LOWELL, OREGON**

By Michael T. O'Connor

By \_\_\_\_\_

Michael T. O'Connor, R.G.

Printed Name \_\_\_\_\_

Title: VP, Principal Geologist and  
Business Development Engineer

Title \_\_\_\_\_

Date January 20, 2022

Date \_\_\_\_\_

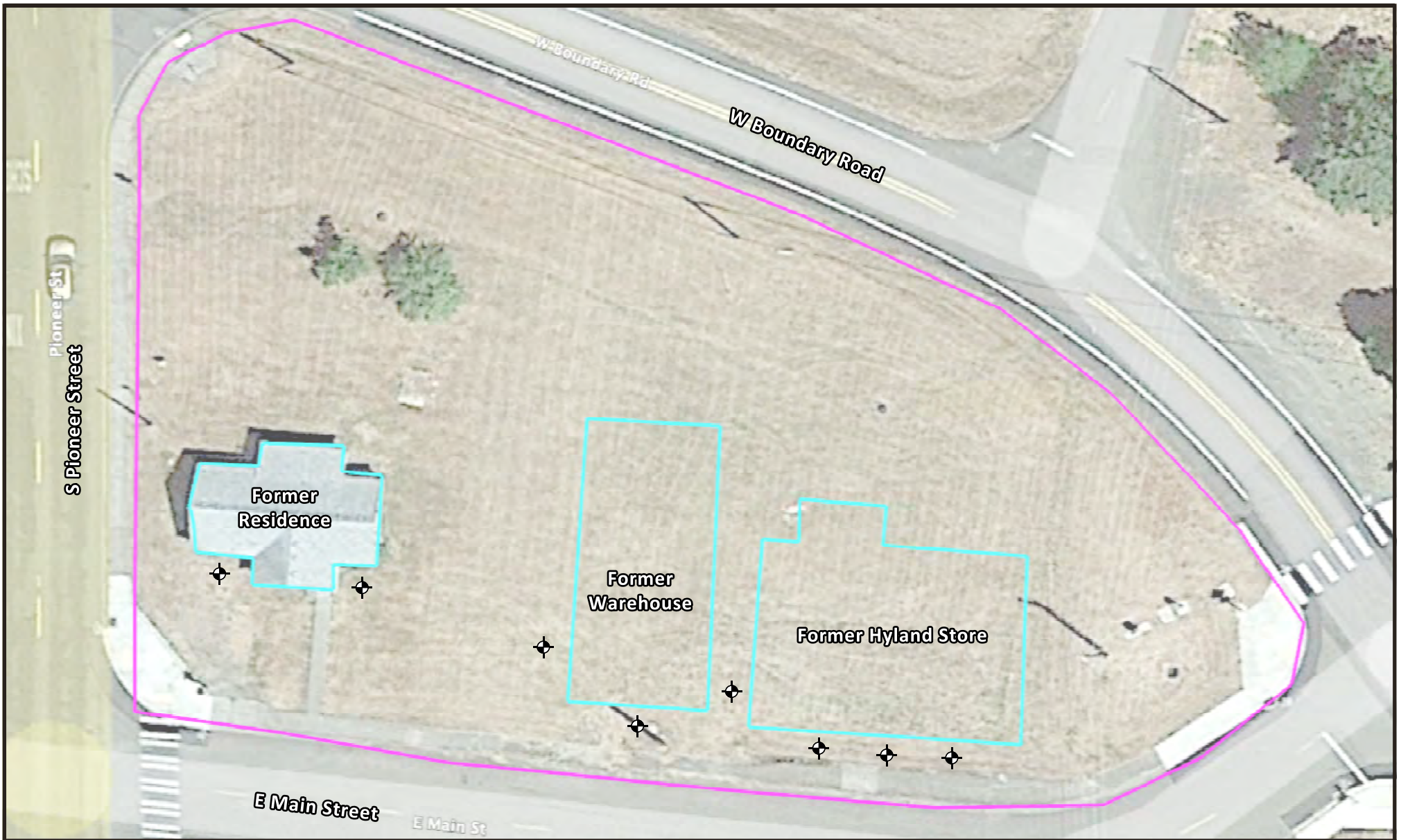




**Cost Estimate for Limited Phase II Environmental Site Assessment  
 Approximate 1-Acre Undeveloped Property, 205 E Main St Lowell, Oregon**

| Task 1 - FIELD PREP, SITE SAFETY PLAN   |    |       |                 |
|---|----|-------|-----------------|
| <b>Labor</b>  |    |       |                 |
|   |    | Hours | Rate            |
|   |    | Total |                 |
| Senior Project Geologist (MTO)  | 2  | \$150 | \$300           |
| Project Manager/Engineer (JJW)  | 2  | \$150 | \$300           |
| <b>Subtotal</b>   |    |       | \$600           |
| <b>Total Task 1</b>   |    |       | <b>\$600</b>    |
| Task 2 - FIELD WORK: GEOPHYSICAL SURVEY, DRILLING, SAMPLING & LABORATORY ANALYSIS |    |       |                 |
| <b>Labor</b>  |    |       |                 |
|   |    | Hours | Rate            |
|   |    | Total |                 |
| Project Manager/Engineer (JJW)  | 11 | \$150 | \$1,650         |
| <b>Subtotal</b>   |    |       | \$1,650         |
| <b>Subcontractors</b>   |    |       |                 |
| Drillers  |    |       | \$3,220         |
| Laboratory  |    |       | \$3,496         |
| Geophysical Surveyor  |    |       | \$3,466         |
| Waste Disposal  |    |       | \$575           |
| <b>Subtotal</b>   |    |       | \$10,757        |
| <b>Expenses</b>   |    |       |                 |
| Vehicle   |    |       | \$200           |
| Health and Safety   |    |       | \$60            |
| Monitoring  |    |       | \$150           |
| Materials   |    |       | \$48            |
| Pier Diem   |    |       | \$35            |
| <b>Subtotal</b>   |    |       | \$493           |
| <b>Total Task 2</b>   |    |       | <b>\$12,900</b> |
| Task 3 - PROJECT MANAGEMENT AND REPORTING   |    |       |                 |
| <b>Labor</b>  |    |       |                 |
|   |    | Hours | Rate            |
|   |    | Total |                 |
| Senior Project Geologist (MTO)  | 1  | \$150 | \$150           |
| Project Manager/Engineer (JJW)  | 15 | \$150 | \$2,250         |
| <b>Subtotal</b>   |    |       | \$2,400         |
| <b>Total Task 3</b>   |    |       | <b>\$2,400</b>  |
| <b>TOTAL ESTIMATED PROJECT COST:</b>  |    |       | <b>\$15,900</b> |





Aerial Photograph Source: Google Earth

**LEGEND**

- Property Boundary
- Former Structure and Geophysical Survey Boundary
- Proposed Soil Boring Location

**FIGURE 2. Site and Surrounding Land Use Map**

Phase II Environmental Site Assessment  
 Approximate 1-Acre Undeveloped Property  
 205 E Main St Lowell, Oregon

January 2022



**Assessment Associates, Inc.**  
 Environmental Consulting  
 3123 SE 9th Avenue  
 Portland, Oregon 97202  
 Phone 503.233.8565 • Fax 503.296.2638



**ENVIRONMENTAL CONSULTING SERVICES  
 QUALIFICATIONS AND EXPERIENCE SUMMARY**

**MICHAEL T. O’CONNOR, R.G.**  
 Vice President, Principal Geologist and  
 Business Development Engineer  
 Assessment Associates, Inc., a CREtelligent Company  
 Offices in Portland, Oregon and Gold River, California



**Technical Expertise and Experience Summary**

Mr. O’Connor’s experience spans over twenty-five years and includes over 1,000 Phase I and Phase II Environmental Assessment projects on almost every kind of property or facility imaginable. Past projects have included retail outlets, dry cleaners, greenspaces, industrial facilities, residential construction sites, gas stations, farmlands, cattle ranches, historic buildings, sawmills, and mining facilities, to name a few. He is fully conversant with ASTM E1527-13, which incorporates EPA’s *All Appropriate Inquiry* standard for Phase I ESAs.

**Credentials**

B.A. Geology, University of Massachusetts, Amherst, Massachusetts 1986

**Professional Titles and Affiliations**

- Oregon Registered Geologist No. 1998 2004
- Washington Licensed Geologist No. 2398 2003

**Professional Training**

- OSHA 40-Hour HAZWOPER Training and 8-Hour Refresher 1995-2006
- ASTM: Environmental Site Assessments for Commercial Real Estate 1995
- AHERA-Certified Asbestos Inspector 1997
- EDR, Inc. *Due Diligence at Dawn* Seminars 1995-2010

**Career Highlights**

|                             |  |                  |
|-----------------------------|--|------------------|
| CREtelligent, Inc.          | VP. Principal Geologist and<br>Business Development Engineer | Since May 2021   |
| Assessment Associates, Inc. | President  | 2006 to May 2021 |
| Hahn and Associates, Inc.   | Senior Project Manager                                       | 1995 to 2006     |

**References**

|  |                |
|--|----------------|
| Mr. Peter Bouman, Licensed Real Estate Broker              | (503) 625-3000 |
| Mr. Wil Eadie, Tualatin Hills Park and Recreation District | (503) 789-8939 |
| Ms. Karen Starin, Office of the METRO Attorney             | (503) 797-1557 |
| Ms. Clara Taylor, Oregon Department of State Lands         | (503) 986-5276 |



**ASSESSMENT ASSOCIATES, INC.**

**ENVIRONMENTAL CONSULTING**

**A CREtelligent Company**

3123 SE 9<sup>th</sup> Avenue, Portland, Oregon 97202

Phone 503.233.8565

**ENVIRONMENTAL CONSULTING SERVICES  
QUALIFICATIONS AND EXPERIENCE SUMMARY**

**JEREMY J WILSON, PE, Environmental Engineer**  
**Assessment Associates, Inc., a CREtelligent company**  
3123 SE 9th Avenue, Portland, Oregon 97202  
Telephone (503) 233-8565 • Mobile (815) 321-2165



**Technical Expertise and Experience Summary**

Jeremy is an experienced engineer with over 10 years of progressive experience in the environmental remediation industry. He is focused on providing high quality remediation implementation and management with an emphasis on adding value to every transaction. Mr. Wilson employs innovative techniques and strategies that target rapid site closure and reduce overall project costs.

Prior to joining Assessment Associates, Inc., Mr. Wilson served as a remediation staff/project engineer on projects for industrial and government clients throughout the US targeting contaminants such as chlorinated solvents, implementing innovative remedial systems with an emphasis on in situ injection techniques such as high pressure hydrofracturing and low pressure injections at fixed injection wells.

Prior to joining EMS, Mr. Wilson served as a remediation Staff Engineer and Project Manager providing remedial solutions for the oil and gas industry, conducting multiple environmental site assessments in varying geologic settings. Mr. Wilson was instrumental in fast-tracking site closure for multiple contaminant sites while reducing overall project costs through innovative remedial techniques and effective implementation.

Mr. Wilson is well-versed in designing and installing air sparge/soil vapor extraction systems, pump and treat systems, and groundwater recirculation systems, along with *in-situ* groundwater remediation systems. He successfully planned, implemented, and closed soil remediation projects for petroleum hydrocarbon wastes using innovative methods including *ex-situ* soil shredding and bioremediation.

**Credentials**

B.S. Engineering, Environmental Specialty, Colorado School of Mines, Golden, Colorado

*Professional Titles and Affiliations*

**Oregon Registered Professional Engineer No. 93700PE**

**Professional Training**

OSHA 40-Hour Health & Safety Training for Hazardous Waste (HW) Workers

OSHA 8-Hour HW Refresher Course

Excavation and Trenching Competent Person Certification

Safeland Certification

Hydrogen Sulfide Awareness Certification

Forklift Operator Certification

**Employment History**

Assessment Associates, Inc./CREtelligent

Essential Management Solutions

LT Environmental LLC

Project Engineer

Staff Engineer II

Staff Engineer I

2017-current

2016-2017

2013-2017





# Get the insights you rely on for your commercial real estate transactions

A one stop solution for all due diligence:

- Environmental
- Valuation
- Property Conditions Assessments/Inspections
- Flood Notifications, Zoning, Land Surveys
- Asset/Portfolio Risk Monitoring

**Call (866) 901-7201**



## Platform as a Service

Intuitive, cost effective, all-encompassing platform.

### RADIUS Platform

RADIUS is a cloud-based service that allows you to order, receive, and archive all your Commercial Real Estate (CRE) due diligence on one secure platform. A one stop, one shop for environmental due diligence, valuation, property condition assessments, and more, all the products and services listed below are available on RADIUS. Join RADIUS free or take advantage of subscription levels to reduce costs.

## Environmental Reports & Services

Commercial Real Estate Environmental Due Diligence

### EnviroPreScreen Suite

**EnviroPreScreen** | The EnviroPreScreen (EPS) is an automated screening report, completed in under 30-seconds, that identifies regulatory environmental concerns on, or up to 1/8th-mile from a subject property. The report provides an algorithm-based risk rating of low, moderate or elevated, aerial maps with parcel outline and geo-located pin-drops that identify environmental concerns.

**EnviroPreScreen Advanced** | EnviroPreScreen Advanced is one step above the EPS report. It provides the aerial maps, risk rating and descriptions, but supplements the EPS with additional regulatory database status information. Completed in under 10 minutes, this report provides additional insights such as: UST installation and removal dates; spill/release dates; No Further Action date; and/or remedial status dates when available.

**EnviroPreScreen Pro Insight** | EnviroPreScreen Pro Insight is the most comprehensive of the EPS Suite. Our in-house Environmental Professionals evaluate the findings of the EPS Advanced Report, rendering a comprehensive discussion of interpreted risks and recommendations on any next steps. It also includes the risk rating, maps and data found in EPS Advanced. This report is completed within one business day.

## EnviroScreen RSRA SBA Report

**EnviroScreen RSRA SBA (Record Search with Risk Assessment)** is an affordable, comprehensive desktop report designed to meet SBA's SOP 50 10 6 procedures for low risk, low balance loans. It includes an evaluation of a target property with respect to client provided information, historical usage, a regulatory database search, a LOW or ELEVATED risk rating and recommendations. These reports are completed in 3-4 business days.

## EnviroScreen RSRA Conventional Report

The **EnviroScreen RSRA Conventional** is the same as the SBA RSRA desktop report except for the risk determination. The SBA version provides a LOW or ELEVATED environmental risk rating, while the Conventional version allows for a MODERATE finding (equivalent to De Minimis Condition). Ideal for loan balance loans, the RSRA Conventional report can be completed within 3-4 business days.

## EnviroScreen Report with an Enhanced File Review

The **EnviroScreen with Enhanced File Review (ES w/EFR)** is a Conventional RSRA desktop report where an additional regulatory file review is provided by an EP. While not a requirement for RSRAs, the addition of an EFR with EP's opinion often helps bridge data gaps and lower interpreted risk level that an RSRA cannot do by itself and is cost-effective alternative to a full-blown Phase I ESA. An EFR can typically be completed in 3-4 days.

## EnviroScreenPro Report

**EnviroScreen PRO**, also known as a Limited Environmental Site Assessment, is a desktop report that embodies all aspects of an ASTM Phase I ESA, minus the site inspection. An ideal alternative to a Phase I when a physical site inspection is not possible or provides limited value (i.e. businesses not using chemicals/producing hazardous wastes, vacant land, multi-family, etc.). Typically completed in 5 business days from agency file receipt.

## Report Review

The **Report Review** offers an independent analysis of other third party environmental due diligence reports. An Environmental Professional evaluates the consultant consensus and abidance to established ASTM criteria and industry standards. The report includes a synopsis of the report with an EP's written opinions and recommendation. Ideal for verifying consultant's work when not on approved vendor list, when a second opinion is sought, or when a review is part of a lender's policy. Typically completed 3-4 business days.

## Environmental Transaction Screen Report

The **Environmental Transaction Screen (ETS)** is an ASTM E1528-14 compliant report focusing on the target property. The ETS provides an on-site inspection, historical, regulatory database review, and interview. The ETS does not review these sources for adjacent properties is ideal to use where a site inspection is needed, but surrounding land use is not a concern. Typically completed in 5-7 business days.

## Environmental Transaction Screen Report with EFR

The **Environmental Transaction Screen (ETS) with Enhanced File Review (ETS w/EFR)** is simply an ETS report that additionally includes an EFR to supplement identified data gaps. An ETS w/EFR is a cost-effective and time saving alternative to having complete a full ESA when a file review is needed. The EFR sometimes adds additional waiting to the turn time depending on regulatory responsiveness to file request.

## Phase I Environmental Site Assessment Report

A **Phase I Environmental Site Assessment (ESA)** is an ASTM 1528-14 compliant report that meets EPA's All-Appropriate Inquiry (AAI) needed to limit owner liability of past environmental risks. It includes reviews of the historical background on the target and adjacent properties, reviews regulatory databases findings, includes regulatory file review as needed, and includes a site inspection and interview. Typically completed in 7 days from inspection.

## Phase II Limited Subsurface Investigation Report

The **Phase II Report**, also known as a **Limited Subsurface Investigation (LSI)**, is used when previous due diligence indicates an environmental concern may have negatively impacted a property. Phase II investigations generally follow ASTM Designation E1903-11 and/or state guidance. It evaluates potential subsurface media (soil, soil vapor, groundwater) impacts from the identified risks and includes conclusions and recommendations from an Environmental Professional. Typically completed in about 12 days from sampling date.

## Property Condition Reports & Services

### Inspections and Assessments of a Commercial Property

#### Property Condition Assessment Report

The **Property Condition Assessment (PCA)** is an ASTM E2018-15 compliant report that provides an analysis of the physical condition of a property. The PCA includes a walk-through survey and a certified professional's observations, recommendations, and preliminary cost estimates for addressing issues. It also includes recommended priorities for resolving major deficiencies, updating aging components, and other investigations when needed. Typically delivered in 10-12 business days from inspection.

#### Property Condition Inspection

The **Property Condition Inspection (PCI)** provides an accurate description and analysis of a subject property and neighborhood conditions. Available for exterior-only or interior/exterior, the PCI identifies risk concerns, provides photos, itemized repair grids and estimates, aerial and satellite Imagery. Used as a standalone inspection report or to complete a commercial evaluation, as it is compliant with Interagency Appraisal & Evaluation Guidelines (IAG).

## Valuation Reports & Services

### Value Assessments for Commercial Property

#### Commercial Automated Valuation Model

The **Commercial Automated Valuation Model (CAVM)** is a fast and cost-effective report providing a commercial property value in under 30 seconds. While not USPAP compliant, it is used in many situations when a fast valuation is needed. The CAVM report is loaded with data including estimated property value (probable price), property information, past sales, loan, taxes, sales comps, rental prices, net operating incomes, rent rolls, cap rates and more.

#### Commercial Evaluation

The **Commercial Evaluation** is an accurate, easy to read valuation report that complies with the latest state requirements and Interagency Appraisal and Evaluation Guidelines (IAG Guidelines). Available in sales or income/sales approaches to value, and exterior or interior/exterior inspections and images, the Commercial Evaluation is completed by a licensed real estate professional. For loans valued at \$500,000 or less (\$1M for credit unions), also ideal for valuing properties to be used as collateral on business loans less than \$1 million and for extending credit or loan modifications.

#### Commercial Broker Price Opinion

The **Broker Price Opinion (BPO)** provides a flexible, easy to understand, and cost-effective alternative to appraisals. Available in sales only or sales/income approaches to value, and drive-by exterior or interior/exterior inspections. The sales approach analyzes the property's potential cash flow to see how it might affect the final price conclusion. The BPO compares the property's rent roll with comparable rental incomes and provides an opinion of market rent and potential gross income.



## Commercial Appraisal

Our nationwide network of licensed appraisers provides competitively priced, fast turnaround, USPAP-compliant valuations. Available on all property types including special purpose, our appraisal reports are completed by the most qualified valuers with specific experience in the type of property you're analyzing. MAI designated appraisers with Certified General license credentials provide the highest quality valuations by Cost, Sales Comparison/Market, or Income Capitalization approaches.

## Zoning, Survey, Flood, Other Services

### Collateral Certainty for Commercial Real Estate Properties

### Commercial Flood Certificate

The **Commercial Flood Certificate** helps to quickly determine the flood zone status of a commercial property. Leveraging the latest FEMA databases and map updates, these reports are accurate, reliable and easy to understand. The report includes a comprehensive map with outline of subject property parcel boundary with identified flood risk. A manual QA exception process ensures the highest accuracy.

### Residential Flood Certificate

The **Residential Flood Certificate** helps to quickly determine the flood zone status of a residential property. Leveraging the latest FEMA databases and map updates, these reports are accurate, reliable, and easy to understand. The report includes a comprehensive map with outline of subject property parcel boundary with identified flood risk. A manual QA exception process ensures the highest accuracy.

### ALTA Land Title Survey

The **ALTA Survey** is a comprehensive report containing relevant information concerned with the present and future use of a property, and all encumbrances and restrictions that may affect its use. The survey includes: the exact location of property corners and boundary lines; location of improvements and above-ground, observable utilities, striped parking spaces, fences, and other observations; location of recorded and observed easements, accesses to public Right of Way, or lack thereof; zoning of the property and Setback Requirements as defined by the local municipality, and much more. The surveys meet the requirements and standards adopted by the American Land Title Association ("ALTA") and the National Society of Professional Surveyors ("NSPS") and include "Table A" items.

## Zoning Reports

**Zoning Compliance Report** | The Zoning Compliance Report provides a detailed analysis of the local zoning ordinance requirements and the existing conditions on-site. Commentary pertaining to the property's conformance with use, setback, height, area, density and parking zoning regulations is included as are insight into any special permits, zoning relief or open zoning violations affecting the property.

**Use Analysis Report** | The Use Analysis Report provides the local development regulations (use, setback, height, parking, etc.) for a subject property and is combined with written zoning verification and public records requests from the local municipality. The Use Analysis Report is ideal for vacant land, an outparcel with a proposed land use, or zoning investigation on a potential property for purchase. It is accepted by all major lenders and financial institutions; the Use Analysis Report is a perfect tool to help in the issuance of ALTA Zoning Endorsement 3.06 (Zoning - Unimproved Land).

**EZ Zoning Report** | The EZ Zoning Report provides the most basic zoning information for a property. It provides a quick overview of the basic zoning requirements (setbacks, height, area, density & parking) without having to obtain written verification and document request from the local municipality.

## Portfolio Asset Risk Monitoring

The **Portfolio Asset Risk Monitoring** service provides a life-of-loan check up on your CRE portfolio to identify any potential environmental risks that may have emerge since acquisition of the asset. Easily monitor your portfolio annually or bi-annually and receive risk ratings and insights on any properties with environmental concerns. The monitoring engine searches agency database records up to 1/8 mile of each property in your portfolio and delivers easy to understand results, quickly.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |                                     |               |
|---|--|-------------------------------------|---------------|
| <b>PRODUCER</b><br>(SF) Heffernan Insurance Brokers<br>44 Montgomery Street Suite 1950<br>San Francisco CA 94104<br><br>License#: 0564249<br>ESCRINC-01 | <b>CONTACT NAME:</b> Michelle Ferguson<br><b>PHONE (A/C. No. Ext):</b> 415-778-0300<br><b>E-MAIL ADDRESS:</b> michellefe@heffins.com | <b>FAX (A/C. No.):</b> 415-778-0301 |               |
|   | <b>INSURER(S) AFFORDING COVERAGE</b>   |                                     | <b>NAIC #</b> |
| <b>INSURED</b><br>CREtelligent, Inc. and Assessment Associates, Inc.<br>11344 Coloma Road, #850<br>Gold River CA 95670                                  | <b>INSURER A:</b> Nautilus Insurance Company   |                                     | 17370         |
|   | <b>INSURER B:</b> Technology Insurance Company, Inc.   |                                     | 42376         |
|   | <b>INSURER C:</b> Great Divide Insurance Company   |                                     | 25224         |
|   | <b>INSURER D:</b> Lloyd's of London  |                                     |               |
|   | <b>INSURER E:</b>  |                                     |               |
| <b>INSURER F:</b>   |  |                                     |               |

**COVERAGES**

CERTIFICATE NUMBER: 1107063959

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER                        | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|--------------------------------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Professional<br><input checked="" type="checkbox"/> Pollution Liab<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | ECP2032415-11                        | 7/31/2021               | 7/31/2022               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| C        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          | BAP203544610                         | 7/31/2021               | 7/31/2022               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| A        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |           |          | FFX2035394-10                        | 7/31/2021               | 7/31/2022               | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$   |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      | TWC3975529                           | 4/20/2021               | 4/20/2022               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                      |
| A<br>D   | Professional Excess Liability<br>Cyber Insurance  |           |          | FFX203539410<br>C4LQ1232292CYBER2021 | 7/31/2021<br>11/18/2021 | 7/31/2022<br>11/18/2022 | Per Claim & Aggregate 5,000,000<br>Per Claim & Aggregate 2,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Per written contract or agreement with the insured. Excess Liability coverage is excess of Primary General Liability, Professional Liability and Pollution Liability coverages.

**CERTIFICATE HOLDER****CANCELLATION**

|            |  |
|------------|--|
| PROOF ONLY | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|            | AUTHORIZED REPRESENTATIVE<br>  |

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## Standard Terms and Conditions for Consulting Services

These Standard Terms and Conditions, together with our proposal, make up the Agreement between the named Client and AAI/CREtelligent. Before countersigning the Proposal or verbally authorizing work, be sure you read and understand its contents, which deal with the allocation of risks and duties between the Client and AAI/CREtelligent.

- 1. Services.** *We'll do what we agreed we would do.* AAI/CREtelligent/CREtelligent will perform the services defined in its Proposal and any amendments or change orders accepted by both parties. Any request from the Client that requires extra work, or additional time, or increases AAI/CREtelligent's costs will require an amendment or change order agreeable to both parties.
- 2. Standard of Care.** *We'll try to do the work right. If we mess up, we'll try to fix it.* AAI/CREtelligent will perform the services with the skill and care ordinarily used by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. No other standards or warranties, expressed or implied, including warranties of marketability or fitness for a particular purpose apply. The Client will notify AAI/CREtelligent in writing of any deficiencies in the services within 15 days of their discovery but not later than 120 days after substantial completion of the services. The Client will give AAI/CREtelligent a reasonable opportunity to correct these deficiencies. The Client understands that AAI/CREtelligent's services may entail risk of personal injury and property damage (including cross contamination) that cannot be avoided, even with the exercise of due care. The Client acknowledges and accepts any risk resulting from the fact that geotechnical and environmental conditions can vary from those found by AAI/CREtelligent at the times, locations and conditions of its work.
- 3. Client's Responsibilities.** *You'll help us where you can.* Client will provide permits, licenses, approvals and consents necessary for performance of the services, except those maintained by AAI/CREtelligent for its ordinary conduct of business. Client will provide AAI/CREtelligent with all reasonably available documents that are related to the services, including information related to hazardous materials or other environmental and geotechnical conditions at the site. Before AAI/CREtelligent performs any subsurface activities, the Client will provide all available information concerning underground services, conduits, pipes, tanks, other facilities and obstructions at the site. AAI/CREtelligent will rely on the documents and information provided by the Client. The Client grants AAI/CREtelligent and its subconsultant(s) permission to enter the site to perform the services. If the site is owned by others, the Client represents and warrants that the owner has granted permission for AAI/CREtelligent to enter the site and perform the services. Client will provide AAI/CREtelligent with written verification of site access permission upon request.
- 4. Payment.** *You'll pay us fairly and quickly.* Except as expressly provide in the Proposal, Client will compensate AAI/CREtelligent for the services at its standard rates, reimburse its expenses, and pay any taxes applicable thereto. AAI/CREtelligent will submit periodic invoices that are due upon receipt. The Client will notify AAI/CREtelligent in writing within 10 days of any disputed item on the invoice and pay all undisputed items within 30 days from invoice date. Overdue payments will accrue interest at the lower of 11/2 percent per month or the maximum lawful rate. AAI/CREtelligent may terminate its services upon 10 days written notice any time payment is overdue on any account with the Client. Client agrees to pay for all services through termination, plus termination and collection costs, including reasonable attorneys' fees and expenses.
- 5. Underground Utilities and Site Restoration.** *We'll use our best efforts to limit damage to the site.* Where appropriate, AAI/CREtelligent will contact local governmental authorities and private firms who coordinate underground utility information for information about conditions at the site. AAI/CREtelligent will review plans and information provided by these entities and the Client. AAI/CREtelligent will not be liable for any damage to underground services or structures not accurately identified in such plans and information. Client agrees to indemnify AAI/CREtelligent against all liabilities and costs arising out of such damage and its repair, except to the extent caused by AAI/CREtelligent's negligence. AAI/CREtelligent will conduct its on-site activities to limit damage to existing conditions to the extent possible. Client acknowledges that damage may occur to facilities such as paving, landscaping, utilities, structures, other improvements and existing conditions, by the work, even with due care. Client agrees to compensate AAI/CREtelligent for all costs to perform restoration work required by the Client.
- 6. Samples.** *We only know conditions for what and where we test.* You'll pay us for special sample handling. AAI/CREtelligent will store samples for at least 30 days after submitting test results to the Client, unless requested in writing for them to be held longer or shipped. Client will compensate AAI/CREtelligent for storage beyond 30 days, special storage conditions, and costs to ship samples. Client will pay AAI/CREtelligent for all special disposal costs, including the cost to return samples to the Client. Test results obtained by AAI/CREtelligent on samples apply only to the samples tested for the conditions under which they were tested.
- 7. Hazardous Materials.** *We won't own hazardous materials from your site.* AAI/CREtelligent does not provide assessments of the presence of environmental contaminants unless expressly indicated in our written agreement. Client will advise AAI/CREtelligent of any and all known contaminants and hazardous materials before AAI/CREtelligent provides any services involving those materials. Before any hazardous or contaminated materials are removed from the site for AAI/CREtelligent use, the Client will sign a manifest that names the Client as the generator of the waste (or will arrange for the generator to sign). AAI/CREtelligent will not be the generator or owner of, nor will it take title to or assume legal liability for any hazardous or contaminated materials at or removed from the site. AAI/CREtelligent will not undertake, arrange for, or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than samples collected for laboratory testing.
- 8. Limits on AAI/CREtelligent Responsibility.** *We aren't responsible for things we don't do or control.* AAI/CREtelligent will not be responsible for the acts or omissions of any others, except for its employees and subconsultant(s). AAI/CREtelligent will not supervise, direct or have control over any contractor's work. AAI/CREtelligent will not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any estimates or opinions of AAI/CREtelligent of probable quantities or costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guaranty or representation that actual quantities or costs will be consistent with those estimates or opinions. Client acknowledges that AAI/CREtelligent does not warrant or guarantee the approval or receipt of any governmental permits or approvals, or the time to obtain such permits or approvals.
- 9. Changed Conditions.** *You will pay us to do approved extra work required by unforeseen conditions or events.* The Client acknowledges that geotechnical and environmental services involve



uncertainties, which often require a phased or staged investigation with the need for additional services becoming apparent as the work progresses. The Client acknowledges that encountered conditions may differ considerably from those anticipated, that laws and regulations are subject to change, and that regulatory requirements may be unpredictable. AAI/CREtelligent will notify the Client if additional services, costs or time become necessary due to any of these factors and the parties will negotiate appropriate changes to the scope of services, compensation and schedule. If the parties are unable to reach agreement, AAI/CREtelligent will be entitled to terminate its services with 5 days notice and to be equitably and immediately compensated for services already performed. In the event of an emergency, AAI/CREtelligent may take immediate steps to protect public safety, health and the environment, and will be equitably compensated for its work by the Client. AAI/CREtelligent will not be responsible for delays, failures to perform or extra costs due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions by the Client, or any other causes beyond AAI/CREtelligent's reasonable control. The Client will compensate AAI/CREtelligent for any increase in its costs resulting from any of these factors.

10. Documents and Information. We own our work and give you limited permission to use it for what you paid us for. All documents, data, calculations and work papers prepared or furnished by AAI/CREtelligent are instruments of service and will remain AAI/CREtelligent's property. Designs, reports, data and other work product delivered to or on behalf of the Client are for Client's use only for the limited purposes disclosed to AAI/CREtelligent and subject to Client paying for the services to provide said work product. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk and Client agrees to indemnify and defend AAI/CREtelligent against any liabilities resulting there from. Any technology, methodology, or technical information learned or developed by AAI/CREtelligent will remain its property.

11. Confidentiality and Subpoenas. We won't tell anybody about this work unless someone's health or safety is in danger, or the Sheriff delivers a demand. Information about this Agreement and AAI/CREtelligent's services and information provided by the Client about the services will be maintained in confidence and will not be disclosed to others without the Client's consent, except as AAI/CREtelligent believes is necessary to perform its services, comply with professional standards to protect public safety, health and the environment, and to comply with laws and court orders. AAI/CREtelligent will make reasonable efforts to notify the Client prior to any disclosure except as necessary to perform its services. Information available to the public and unprotected information acquired from third parties will not be considered confidential. The Client will reimburse AAI/CREtelligent to respond to any subpoena or governmental inquiry or audit related to the services at AAI/CREtelligent's standard rates then in effect.

12. Insurance. This is all we have. During the work, AAI/CREtelligent will maintain workers' compensation, commercial general liability, automobile liability, and professional liability insurance in the following minimum amounts:

|                        |                            |
|------------------------|----------------------------|
| Workers compensation   | statutory amount           |
| General liability      | \$1,000,000 per occurrence |
|                        | \$2,000,000 aggregate      |
| Auto liability         | \$1,000,000 per accident   |
| Professional liability | \$1,000,000 aggregate      |
| Umbrella liability     | \$5,000,000 per occurrence |
|                        | \$5,000,000 aggregate      |

AAI/CREtelligent will furnish certificates of insurance upon request. AAI/CREtelligent will purchase project specific insurance at Client request if it is commercially available and Client pays the premium and our costs to obtain the additional coverage.

13. Indemnification. You won't blame us for anything except our own negligence. Client agrees to hold harmless, indemnify, and defend AAI/CREtelligent and its affiliates and subconsultants and their employees, officers, directors and agents against all claims, suits, fines and penalties, attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by the indemnified party's negligence.

14. Limitation of Liability. We won't pay any more on a claim than what's fair, or covered by our insurance. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of AAI/CREtelligent and its affiliates and subconsultants and their employees, officers, and directors for all claims arising out of this Agreement or the services is limited to \$25,000 or the compensation received by AAI/CREtelligent under this agreement, whichever is less. This limitation applies to all injuries, damages, claims, losses, expenses and defense costs, whether based in contract, negligence, strict liability, statutory, trespass, indemnity, misrepresentation or any other theory of liability. No claim will be valid if presented to AAI/CREtelligent more than three years after substantial completion of the services or, if shorter, the applicable statute of limitations period. AAI/CREtelligent will not be liable for lost profits, loss of use of property, diminution of value of property or goods, delays, cost to obtain replacement samples, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages. AAI/CREtelligent will not be liable to anyone for injuries or deaths of any persons, except to the extent that such liability is covered by the insurance in Article 12.

15. Disputes. We want disputes settled quickly and fairly. All disputes between the Client and AAI/CREtelligent shall be subject to non-binding mediation. Either party may demand mediation by serving written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring the matter be mediated within forty-five days of service of notice. The mediation shall be administered by the American Arbitration Association in accordance with their most recent Construction Mediation Rules, or by such other person or organization as the parties may agree on. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five days after service of notice.

16. Other. Legal details about this Agreement. This Agreement shall be governed by Oregon law. The above terms and conditions regarding Limitation of Liability and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause. Any amendment to this Agreement must be in writing signed by both parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by the Client. These Terms and Conditions shall govern over any inconsistent terms in the Proposal, except those specifically identified in the proposal section-Modifications to Standard Terms and Conditions. If these Terms and Conditions have been provided to you, your verbal authorization to commence services constitutes your acceptance of them. The provisions of this Agreement are severable; if any provision is unenforceable, it shall be appropriately limited and given effect to the extent that it is enforceable. Headings in these Terms and Conditions are for convenience only and do not form a part of the agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|  |   |  |   |
|--|---|--|---|
| Print or type.<br>See Specific Instructions on page 3.     | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>CREtelligent, Inc.</b>  |  |   |
|  | 2 Business name/disregarded entity name, if different from above<br><b>eScreenLogic</b>   |  |   |
|  | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.   |  | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><i>(Applies to accounts maintained outside the U.S.)</i> |
|  | <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  |  |   |
|  | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. |  |   |
|  | <input type="checkbox"/> Other (see instructions) ▶ _____   |  |   |
|  | 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>11344 Coloma Road, Suite 850</b>  |  | Requester's name and address (optional)   |
| 6 City, state, and ZIP code<br><b>Gold River, CA 95670</b> |   |  |   |
| 7 List account number(s) here (optional)                   |   |  |   |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                       |   |  |   |   |   |   |   |   |   |   |
|---------------------------------------|---|--|---|---|---|---|---|---|---|---|
| <b>Social security number</b>         |   |  |   |   |   |   |   |   |   |   |
|                                       |   |  |   |   |   |   |   |   |   |   |
| <b>or</b>                             |   |  |   |   |   |   |   |   |   |   |
| <b>Employer identification number</b> |   |  |   |   |   |   |   |   |   |   |
| 4                                     | 6 |  | - | 4 | 8 | 8 | 4 | 1 | 9 | 1 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# Agenda Item Sheet

## City of Lowell City Council

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

**Item title/recommended action:**

Motion to approve an "Agreement for Improvements" with Bahen Investment Group, LLC and to authorize the Mayor to sign. – Discussion/Possible action

**Justification or background:**

On February 16, 2021, City Council approved a site review for the Sunset Hills Subdivision. City Council's "Final Order" had several conditions of approval, including provisions for entering into an "Agreement for Improvements," along with the installation of conduit to install 3-phase power at a future water reservoir site. The agreement is presented here for City Council approval. The agreement also includes a provision for the City to credit the developer for the amount of installation the 3-phase power conduits in the form of system development charge credits.

**Budget impact:**

Water system development charge credits estimated at \$22,375 to offset the developer's cost of installing the 3-phase power conduits.

**Department or Council sponsor:**

Planning Commission

**Attachments:**

Development agreement; exhibits A, B, and C.

|               |            |
|---------------|------------|
| Meeting date: | 02/15/2022 |
|---------------|------------|

## AGREEMENT FOR IMPROVEMENTS

This agreement is entered between the City of Lowell, P.O. Box 490, Lowell, Oregon 7452, hereafter referred to as “**City**” and Bahen Investment Group, LLC., 195 Melton Road, Creswell, Oregon 97426, hereafter referred to as “**Developer**”. This agreement is for public improvements for the Sunset Hills Subdivision of Assessor’s Map #190114-21, Tax Lot 5000.

**WHEREAS, Developer** made application for, and the **City** approved, with conditions, a residential subdivision tentative plan for a 16-lot residential subdivision, identified as file LU 2019-04; and

**WHEREAS,** Condition #27 of the Decision of the Lowell **City** Council and LDC Section 9.805 require the **City** and **Developer** to enter into an agreement for public improvements required by the **City** in the final decision, and to be provided by **Developer**; now therefore,

### THE PARTIES AGREE AS FOLLOWS:

1. **Developer** will comply with all conditions for approval listed in the Decision of the Lowell **City** Council for LU 2019-04, dated February 16, 2021, located as **Exhibit A** to this agreement, and by this reference incorporated herein, unless the **City** agrees in writing to modifications of the conditions.
2. **Developer** will pay all costs for design and construction of all off-site public improvements, including streets, curbs, sidewalks, streetlights, water system, sanitary sewer and storm water drainage, which are identified in the Decision of the **City** Council. Improvements shall be designed and constructed in accordance with the **City** of Lowell Public Works Construction Standards, February 2003 Edition, unless modifications are approved in writing by **City**. Improvements shall not be deemed “completed” under this agreement until: 1) all work, including punch list items, has been finished and passed inspections and all tests; 2) the **City** has performed a final walk through inspection; 3) as-built record drawings have been submitted by the **Developer**; 4) final construction cost tallies for the improvements have been submitted by the **Developer**; and 5) the **City** has accepted the improvements by motion of the **City** Council.
3. The following public improvements must be completed by **Developer** prior to issuance of individual building permits on lots within the Subdivision unless bonded for completion as provided in Section 4 of this agreement:
  - a. Construction of the extension of 4<sup>th</sup> Street and Wetleau Drive, including curbs, gutters, and sidewalks, except for those sidewalks adjacent to any buildable lot, which may be constructed at the time of individual lot development and as a condition of issuance of a Certificate of Occupancy for individual lots.
  - b. Construction of water service mains, fire hydrants, and water service laterals to service all lots within the development.

- i. In addition to the fire hydrants already proposed by the **Developer**, **Developer** will add two hydrants, with one at each end of Wetleau Drive, as seen in **Exhibit B**.
- c. Construction of sanitary sewer service mains, manholes, and sanitary sewer service laterals to service all lots within the development.
  - i. **Developer** shall extend an 8-inch sewer main east up the 4<sup>th</sup> Street stub to the eastern subdivision boundary, as indicated in **Exhibit B**.
- d. Construction of storm water service mains and storm drains to service all lots within the development.
- e. Construction of 4<sup>th</sup> Street extension to the easterly subdivision boundary with a 21-foot-wide pavement, curbs, gutters and sidewalks. Sidewalks will be on the north side only and will be deferred to the time of home construction. Street width reduction to 21-feet with sidewalks on only one side is per LDC 9.632(g)(2) and is necessary to mitigate steep slope effects. This requirement of **Developer** is outlined in **Exhibit B**.
- f. **Developer** will extend conduits for power, phone and TV to the subdivision boundaries and up the 4<sup>th</sup> Street stub, to allow for future extension. This requirement of **Developer** is outlined in **Exhibit B**.
- g. **Developer** will install three-phase conduits to the southern boundary of Wetleau Drive to enable the future high level water booster pump station to be built and will accept "Condition of Approval #30" (listed below) as included in the "Findings of Fact." Pursuant to Lowell Revised Code Sec. 3.140, the installation of three-phase conduits is a "qualified capital improvement" eligible for credit against the water system development charges (SDC) to be imposed upon the 16 residential lots that will be developed in the Sunset Hills Subdivision. Consistent with "Condition of Approval #30," the **City** will issue a water SDC credit to the **Developer** in the amount of the actual costs to install the three-phase conduit. The amount of any credit shall be based upon construction contract documents, or other appropriate information, provided by the **Developer** for the credit. The **City** shall provide the **Developer** with a credit on a form provided by the **City**. The credit shall state the actual dollar amount that may be applied against the water system development charges to be imposed against the 16 residential lots to be developed in the Sunset Hills Subdivision. The **Developer** must submit a credit request before the issuance of a building permit. The **Developer** is responsible for presentation of any credit and no credit shall be considered after issuance of a building permit. For information on the process and policy associated with SDC credits, Sec. 3.140 of the Lowell Revised Code is appended in **Exhibit C**.

“Condition of Approval #30.” Prior to final plat approval, **Developer** shall install electrical conduits for three phase power from the nearest available three phase power sources as directed by Lane Electric Co-operative, to a location on the common boundary of the southernmost portion of Wetleau Drive and Map 19-01-11, Taxlot 403. If such conduit is not located within the relocated 4<sup>th</sup> Street right-of-way, a utility easement will be provided and recorded with the final plat. **City** shall issue a credit to the **Developer** for the entire amount of actual costs of bringing three-phase power conduits to the southern boundary of Wetleau Drive. (For reference, a cost estimate of \$22,375.00 for bringing three-phase conduits to the southern boundary of Wetleau Drive has been provided to the Public Works Director by Nathan Marple Excavation on February 7, 2022.)

4. **Developer** may submit for Final Plat, Building Permits and Certificates of Occupancy approval before completion of some or all the above-required public improvements if the following requirements are met:
  - a. Construction plans for the above-required public improvement have been submitted by **Developer** and approved by the **City**; and
  - b. **Developer** has provided a surety bond in accordance with LDC 9.806 – Security, Section 3 above, and the Decision of the **City** Council, in the amount of 150% of the mutually agreed upon estimated construction cost of the above-required public improvements that remain uncompleted, as shown on the approved plans.
  - c. It is agreed upon by the **City** and **Developer** that construction of the above-required public improvements can commence on lots not under review by DSL and the USACE for wetland concurrence and approval, so long as the remaining public improvements required on and adjacent to the lots are included in a surety bond. The **City** shall issue building permits and certificates of occupancy for each lot that is not under review by DSL and the USACE for wetland concurrence and approval so long as all other conditions of approval of building permits and certificates of occupancy are met.
5. The **City**, through its **City** Engineer or other designated representative or agency, will review all plans and inspect construction of all public improvements identified in Section 3 above. **Developer** shall pay actual costs of all engineering review and inspection costs of the above required improvements. **City** will bill the **Developer** actual costs of invoices received from the **City**’s contracted Civil Engineering firm for review and inspection costs. The estimated construction costs shall be completed by the **Developer** and approved by the **City**. In the event **Developer** requests application of standards other than those required by established **City** standards, **Developer** agrees to reimburse **City** for any additional costs associated with review and decision on such requests. If **Developer** submits significant design changes after previously submitted plans have been approved by the **City**, **Developer** shall reimburse the



**City** for all additional costs to process the design changes. Fees for additional costs will be the actual hourly billed costs it takes to process and review the design changes.

6. **Developer** shall pay all fees required by any other agency for permits that may be required to complete the development.
7. **City** will provide address numbers for each lot before approval of the Final Plat.
8. **Developer** shall warrant any public improvements constructed under this agreement free of defects due to workmanship or materials for a period of one (1) year from the date of final **City** acceptance of the improvements described herein. If, within the warranty period, repairs are required in connection with the work, the **Developer** shall promptly, without expense to the **City**, place in satisfactory condition all guaranteed work, and correct any damage caused by the repair work.
9. **Developer** or his/her prime contractor shall provide proof of liability insurance in the amount of \$1,000,000 per occurrence, naming the **City** of Lowell as an additional insured, for any liability that may arise from construction of public improvements, by **Developer** or any contractor or service provider under contract to **Developer**, required under this agreement.
10. Any amendment to this agreement shall be in writing, signed by both parties and attached to the original signed agreement.
11. If arbitration, mediation, court or other proceeding is sought to enforce or interpret any of the terms of this agreement, the party not prevailing shall pay the prevailing party's attorney fees, costs and disbursements, and such other sums as the arbitrator, mediator or court may determine to be reasonable for the prevailing party in the case.
12. This agreement shall automatically terminate upon final payment of all charges and fees required by this agreement, completion of all public improvements required by this agreement and expiration of the accompanying one (1) year warranty period required by Section 8.

Accepted and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**For City of Lowell**

**For Bahen Investment Group, LLC**

\_\_\_\_\_  
By: Don Bennett, Mayor

\_\_\_\_\_  
By:

Attest:

\_\_\_\_\_  
By: Jeremy Caudle, City Administrator

\_\_\_\_\_  
By:

Exhibit A: Decision of the City Council, LU 2019-04, dated February 16, 2021

Exhibit B: Resolution List, January 6, 2021

Exhibit C: Sec. 3.140 of the Lowell Revised Code

**EXHIBIT A**

**Agenda Item Sheet**  
City of Lowell City Council



|               |                      |
|---------------|----------------------|
| Type of item: | Land Use Application |
|---------------|----------------------|

**Item title/recommended action:**

Motion to approve the "Final Order and Finding of Fact" for Land Use Application #2019-04, in the matter of the Sunset Hills Subdivision owned by Bahen Investments, LLC and located on Assessor's Map and Tax Lot #19-01-14-21-05000.

**Justification or background:**

Bahen Investment Group, LLC submitted Land Use Application #2019-04 for a subdivision on June 25, 2019. On February 3, 2021 the Planning Commission voted to recommend approval of the subdivision to City Council. We are requesting City Council's review of the Planning Commission's decisions. At this time, City Council may approve a motion to approve the Sunset Hills Subdivision proposal based on the findings, conclusions, and recommendations as contained in the staff report. A more detailed description of the land use application is contained in the final order and finding of fact, the staff report, and in the associated attachments.

**Budget impact:**

N/A

**Department or Council sponsor:**

Planning

**Attachments:**

City Council's Final Order/Finding of Fact; Staff Report dated February 10, 2021; Attachments A through T, as described in final order and staff report.

|               |            |
|---------------|------------|
| Meeting date: | 02/16/2020 |
|---------------|------------|

**FINAL ORDER AND FINDING OF FACT OF THE CITY COUNCIL  
Subdivision**

**Assessor's Map 19-01-14-21, Tax Lots 05000  
Sunset Hills Subdivision**

**LU 2019-04**

**DECISION DATE: 2/16/2021**

**Referrals:** Lane County Transportation Planning, Oregon Department of Transportation,  
Civil West Engineering, and Lowell Rural Fire Protection District.

Mailed Notice: December 16, 2020

Staff Report Date: December 30, 2020

Planning Commission  
Public Hearing: January 6, 2021

City Council  
Public Hearing: February 16, 2021

First Open Record Period: January 7, 2021 to January 21, 2021

Second Open Record Period: January 22, 2021 to January 29, 2021

Applicant's Final Rebuttal: Waived

Planning Commission Deliberations: February 3, 2021

City Council Public Hearing: February 16, 2021

**Recent Background:** Planning Commission heard the subject application and held an open public hearing on **January 6, 2021**. Following the public hearing and receiving oral testimony from one party in favor and party in opposition/neutral Planning Commission decided to leave the record open to allow for the applicant to submit a revised Utility Plan or any other additional evidence, or rebuttal, submitted by a party.

The applicant's civil engineering team submitted their revised Utility Plan into the record on **January 21, 2021** via email. Staff have labeled the revised Utility Plan as **Attachment R** in this staff report. The applicant's engineering teams has indicated, the revised Utility Plan is based on the conversations that occurred at the public hearing, subsequent memos from Ms. Mia Nelson, the City Engineer, and the applicant's design team. The applicant believes this revised Utility Plan contains all pertinent information for the Planning Commission to issue a recommendation of approval onto City Council for final action.

Additionally, the applicant submitted a "Resolution List" on **January 6, 2021**. The Resolution List

is a memo from the applicant's representative and Ms. Mia Nelson. The Resolution List is intended for both parties to come to an agreement on several issues regarding the proposed subdivision. The Resolution List is incorporated into this staff report and the record as **Attachment S**. The requirements and agreements between the applicant and Ms. Mia Nelson are contained in Condition of Approval #31.

**Planning Commission Recommendation: On February 3, 2021, the Lowell Planning Commission voted to recommend APPROVAL of the subdivision to City Council for final action.** The signed recommendation for approval dated February 3, 2021, is included in this staff report as Attachment T. No substantial changes have occurred with respect to the subdivision since Planning Commission voted to recommend approval.

### **BASIC DATA**

**Application Request:** Subdivision to create 16 lots for homes.

**Agent:** Engineer and Planning: Boeger & Associates  
1011 S. Bertelsen Rd.  
Eugene, OR 97402  
Surveyor: Tolbert and Associates  
PO BOX 22603  
Eugene, OR 97405

**Property Owner:** Bahen Investment Group, LCC Investments  
195 Melton Road  
Creswell, OR 97426

**Location:** East of Fourth Street. No Addresses Assigned

**Assessors map:** 19-01-14-21

**Tax lot:** 05000

**Area:** 3.26 acres

**Plan Designation:** Low Density Residential

**Zoning:** R-1 Single-Family Residential District

- 1. Proposal.** The City Council is being asked to review Planning Commission's recommendation for approval and make a final decision for a 16-lot subdivision for property located at Assessor's Map 19-01-14-021, Tax Lot 05000. The subject property is owned by Bahen Investment Group, LCC Investments. The surveyor for the project is Lloyd Tolbert of Tolbert Associates, LCC and the engineer is Dennis Boeger of Boeger Associates, LCC. The subject property is zoned R-1 Single Family Residential. The subject property currently is vacant but cleared of most trees and brush. An adjacent residential development is immediately west of the subject property. The applicant is proposing to create 16-lots as

shown on the tentative map and are intended to have single-family homes built on them. The applicant has provided The City presently has an extension to the 120-day rule to allow the application to be taken through City Council. The extensions granted to the City are included in this staff report as **Attachment G**.

2. **Issues / Items of Note.** Staff have identified several issues for Planning Commission and City Council to be aware of at the outset of this staff report and accompanying staff presentation. All issues and associated applicable approval criteria are further addressed in the body of the staff report.

- Lots 23, 25 and 26 contain slopes of 15 percent or greater. A Geotech report has been completed. Hillside Development Standards will apply on those lots.
- Drainage will largely be handled by existing infrastructure. Development may require some minor additions of culverts, but those would occur on site. Extensive conversations between applicant's engineer and City Engineer have occurred this past springtime to get drainage in an acceptable place for the City and the subdivision. A final drainage plan and details will be required following tentative approval. The final drainage plan shall be substantially the same as the drainage plan as approved with tentative approval.
- Turnaround for fire access will be required at dead-ends. Gravel turnarounds are acceptable, provided they can support at least 60,000 pounds. The proposed turnarounds are seen on the tentative subdivision map.
- Applicant has hired a Wetland Consultant and completed a Delineation Report. Wetland Delineation Report currently being reviewed by DSL.
- The applicant's civil engineer submitted a letter dated November 3, 2020 addressing some public comments received and the feasibility of constructing a full ROW between proposed lots 25 and 26. The letter is included in this staff report at **Attachment P**. The letter states a street constructed in area that contains slopes between 15% and 20% is not practical and potentially hazardous. The requirement for a future public street between proposed lots 25 and 26 was previously called for as a condition of approval when the adjacent subdivision was developed in 2006.
- The applicant submitted a revised Tentative Map to the City on December 7, 2020 (**Attachment B**). This revised map shows the applicant satisfying the previous condition of approval #2 as contained in the findings from the adjacent subdivision. This condition requires the future subdivider of the subject property to preserve future right of way access to lot 200. As seen on the new tentative map, the applicant has preserved 50-feet of ROW on the southern proportion of the property, abutting proposed Lot 26 and Tax Lot 403, for future public right of way. Public comment submitted by Ms. Mia Nelson on December 28, 2020 argues this section of preserved ROW must be improved to city standards by the applicant.

- The issue of whether or not to require improvements to this preserved ROW as contemplated in the previous condition of approval #2, is something City decision makers will have to decide. Staff has previously looked at the wording of the condition and it did not state the preserved ROW had to be improved and thus were not likely to recommend it be required of the applicant. *However*, after further research into the matter, staff believe improving the preserved ROW is the intent of the subdivision ordinances, as dictated by the LDC. The City could still find the applicant is not required to improve this section based on its own reasoning, which staff would support, but staff recommend the City require the improvements based on the standards, approval criteria and code language as contained in the LDC.
  - The City Engineer has reviewed the revised tentative map, dated December 3, 2020. The City Engineer does not have any specific comments or concerns regarding the tentative map that need to be addressed by the applicant prior to tentative approval. However, the City Engineer's comments from July 2019 and December 29, 2020 remain and will be addressed between the City Engineer and the applicant's engineer, after tentative approval. The City Engineer will require detailed construction plans to be submitted and reviewed before any construction occurs.
  - **Phase Three power conduits.** Ms. Nelson submitted comment relating to the need for the applicant to install phase three power conduits to build an eventual pump station which would assist in providing water service to higher elevations in Lowell. Ms. Nelson contends the City cannot make an affirmative finding for LDC 9.228(f), which states "*the proposed public utilities can be extended to accommodate future growth beyond the proposed land division,*" without requiring this of the applicant. Staff tend to agree with Ms. Nelson on this matter. Now, since the phase three power conduits would be supply city water service, there is an opportunity for the City to reimburse or waive a portion of the SDC fees for providing this infrastructure. Without knowing the details of such an agreement or an actual cost, staff lean towards obtaining a commitment from the applicant in the form of a condition of approval, with the costs and details of being addressed between the City and the applicant in the development agreement. The applicant is not opposed to providing phase three power conduits which can be located in easements, but the applicant strongly feels the City needs to be providing some cost offsets for these improvements and staff agrees. The requirement for three-phase power and the outline for an agreement between the City and the applicant to provide these improvements is contained in Condition #30.
3. **Public comments.** Ms. Mia Nelson of Lookout Point LLC has submitted official comments on the proposal, dated December 28, 2020 (included as **Attachment M**). Previously, before the public hearings were cancelled in September 2020, Ms. Nelson has also submitted comments for the record, which are included in this staff report as **Attachment M**. For the comments submitted on December 28, 2020, one of Ms. Nelson's main arguments is the lack of public street improvements proposed to the 50-foot of preserved ROW as required in the previous condition of approval #2 for Sunset View Ranch Subdivision. Ms. Nelson contends the applicant should at a minimum be required to improve the street to a width of 21-feet with curb and gutter, plus sidewalks on one side, provide storm sewer sized for uphill

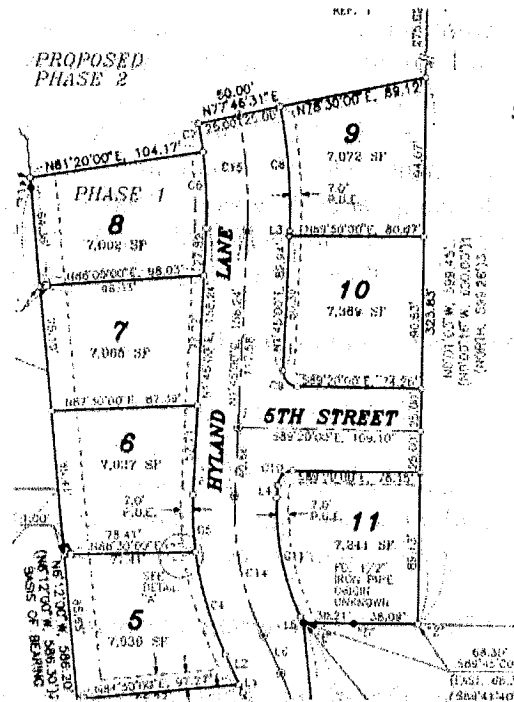
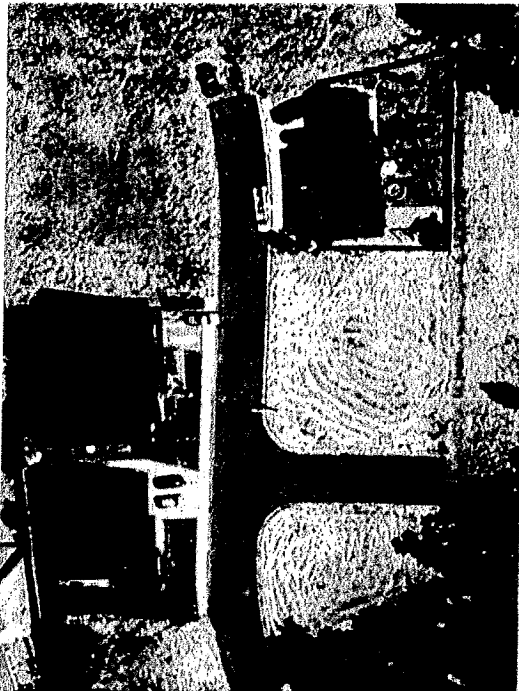
property, a sanitary sewer mainline extension, extension of electric, TV and television conduits and planning and adequate room provided for a future high-level water main to come from the south. Ms. Nelson explains, the lack of the improved extension of 4<sup>th</sup> street is in violation of Sections 9.521(c) (water), 9.517(h) (streets), 9.522(c) (sanitary sewer), and several sections of the Standards for Public Improvements relating to storm and sanitary sewer and streets and water of the LDC. Further, Ms. Nelson explains, if the City does not require the applicant to improve the 50-foot preserved ROW, as she describes in her comment, it will have two major negative effects:

- 1) It will burden the future developer of the property to the east with costs that are properly the applicant's to bear. Not only are there fairness concerns, but the extra costs could cause the future hillside project to become unprofitable. This is not in the City's long-term best interests; and
- 2) If and when these utilities are finally extended, the cost will be dramatically higher than it would have been to do it right the first time, and substantial pavement damage will occur since the street will have to be torn up. Again, this is not in the City's best interest.

Additionally, as Ms. Nelson lays out in her comment, if the City does not require the improvements on the 50-foot section of preserved ROW, it will be going against established precedent for this type of situation. In 2009, the city approved a nearby subdivision called Stoneridge Estates, which had a similar situation: a short street stub leading to undeveloped property to the east. Initially, the developer had not proposed to develop this small street stub, as the developer thought it was unnecessary to the subdivision. The city compelled the developer to fully improve the street, along with utilities stubbed all the way to the property line (see **Exhibit A** below, as submitted by Ms. Nelson). If an adjacent property is not yet ready to develop, that is not a valid reason to excuse the improvements.



**Exhibit A.**



Furthermore, Ms. Nelson explains that proposed lot 26 is above the minimum lot size required for the placement of a duplex housing development and this must be acknowledged as the creation and improvement of the adjacent ROW confers extra development rights and value to the applicant's property. Per ORS 93.277, this duplex entitlement cannot be restricted by the Sunset Hills development covenants; the city should expect a duplex in this location. The required street improvements will be clearly beneficial to lot 26 and are wholly appropriate given the level of use that should be expected. One of the duplex unit may likely take access from the improved 4<sup>th</sup> Street ROW.

And lastly, infrastructure for future high-level water system must be put in place by the applicant. Ms. Nelson explains that LDC 9.228(f) requires a finding that the "proposed public utilities can be extended to accommodate future growth beyond the proposed land division." In Ms. Nelson's September 14, 2020 submittal she explains the city has an adopted Water System Master Plan that anticipates a future booster pump station sending water up the hill to an upper-level reservoir, and that the applicant must provide three phase power connections for this future pump station, to comply with LDC 9.228(f). The city required this with the adjacent development for Sunset View Ranch. Without access to three-phase power, the future pump station cannot be built. As discussed, later in this staff report, the applicant is not opposed to adding these three phase power conduits and staff agrees with Ms. Nelson that these are important conduits to add.

- Ms. Mia Nelson also submitted comments on December 30, 2020 but staff do not have adequate time to review and incorporate those comments into this staff report. However, Ms. Nelson's comments, including the December 30, 2020 submittal are included in this staff report as **Attachment M**.

**2. Approval Criteria.** Section 9.204 Application Site Plan. Section 9.223 General Information.

Section 9.220 Subdivision or Partition Tentative Plan. Section 9.224 Existing Conditions Information. Section 9.518 and Section 9.228 Decision Criteria. Section 9.230 Subdivision or Partition Plat. Section 9.516 Access. Section 9.517 Streets. Section 9.518 Sidewalks. Section 9.519 Bikeways. Section 9.520 Storm Drainage. Section 9.521 Water. Section 9.522 Sanitary Sewer. Section 9.523 Utilities. Section 9.630 Hillside Development. Section 9.524 Easements. Section 9.805 Improvements Agreement. Section 9.806 Security. Section 9.807 Noncompliance Provisions. Section 9.231 Submission Requirements. Comprehensive Plan Policies: Housing Need Policy (c) 4 & 5; Development Constraints (c) (1) & (2). Notice of decision will be sent to the applicant, and parties of record.

**3. Staff review of applicable criteria for subdivision.**

***LDC 9.204 Application Site Plan***

**Recommended FINDING for approval:** The applicant has submitted the necessary information as required for an application site plan, and application narrative in order for staff to make findings on the proposal. Criterion met.

***LDC 9.220. Subdivision or Partition Tentative Plan***

***(a) The Planning Commission shall have the authority to review and approve Land Partitions and the City Council, with recommendation from the Planning Commission, shall have the authority to review and approve all Subdivisions, under the provisions of this Code.***

***(b) In the event that a single land use application requires more than one decision, the highest deciding authority will make all decision requested in the application.***

**FINDING:** The requested land use action is a subdivision. As such, per LDC, the proposal will go through a two-step land use process: a public hearing in front of Planning Commission for a recommendation and a public hearing in front of City Council for a decision and final action.

The City of Lowell has followed the required processes for approval of a subdivision. The proposal will receive a recommendation from Planning Commission which will be forwarded onto City Council for a decision and final action. On February 3, 2021, Planning Commission recommended approval to City Council. Criterion met.

***LDC 9.223. General Information.***

***(b) No Tentative Plan shall be approved which bears a name using a word which is the same as, similar to or pronounced the same as a word in the name of any other subdivision in the same county, except for the words "town," "city," "place," "court," "addition," or similar words, unless the land Platted is contiguous to and Platted by the same party that Platted the subdivision bearing that name or unless the party files and records the consent of the party that Platted the subdivision bearing that name. All Plats must continue the lot and block numbers of the Plat of the same last filed.***

**FINDING:** The proposed name of the subdivision is "Sunset Hills." The proposed subdivision is

the next phase in the Sunset View Ranch. "Sunset Hills" is not the same as, similar to or pronounced the same as any other subdivision in Lane County. Staff find this criterion met.

***LDC 9.224 Existing Conditions Information.***

***(a) The location, widths and names of both opened and unopened streets within or adjacent to the land division, together with easements, other rights-of-ways and other important locational information such as section line, corners, city boundary lines and monuments.***

**FINDING:** As seen on the tentative map (**Attachment B**), dated December 3, 2020 and Sheet 2, the utility plan, dated December 28, 2020 (**Attachment Q**) the applicant has identified the required information in order for staff to make an informed recommendation to Planning Commission and decision to City Council. The applicant submitted a revised Utility Plan, dated January 20, 2021, this revised Utility Plan is entered into this staff report and the record as **Attachment R**). The proposal will involve the extension of 4<sup>th</sup> Street (a road width of 30-feet, with 5-foot-wide sidewalks). The applicant has identified three easements: one being a 10-foot utility/grading easement, centered on the property lines of Lots 19, 20, 17, 21 and 22. The second a 25-foot easement for access and utilities between lots 25 and 26, this access easement will serve Lots 25 and Lots 26 with driveway access and also keep access to Lot 200, located above the subdivision. The third easement is a 20-foot shared access and utility easement for Lots 16 and 17. The proposed extension of 4<sup>th</sup> Street will extend to the boundary of the subdivision where it meets tax lot 403. Phase three power conduits have the ability to be placed in easements for the eventual construction of a pump station to provide water to higher elevations. It's expected the City will offset some costs associated with this. The City and the applicant are agreeable to providing these three phase power conduits. The requirement for three phase power conduits is included in this staff report as **Condition 30**. The proposed tentative plan and associated sheets include the necessary information. Criterion met.

***(b) The location of all existing sewers, septic tanks and drain fields, water lines, storm drains, culverts, ditches, and utilities, together with elevation data, on the site and on adjoining property or streets, if applicable.***

**FINDING:** The necessary information is contained on the tentative map and Sheet 2 and **Attachment R**. Sheet 2 shows public infrastructure being placed in the right-of-way. Septic tanks and drain fields are not proposed as the proposed lots will all be hooked up to city sewer services. The applicant will utilize existing city stormwater infrastructure to handle stormwater and drainage. The applicant proposes to connect to all city services. The applicant has submitted the necessary information as required in Section 9.224 for a subdivision as seen on the tentative map

***LCD 9.225 Proposed Plan Information.***

...

***(c) The location, width, and purpose of existing and proposed easements.***

**FINDING:** The applicant has identified three easements: one being a 10-foot utility/grading easement, centered on the property lines of Lots 19, 20, 17, 21 and 22. The second a 25-foot

easement for access and utilities between lots 25 and 26, this access easement will serve Lots 25 and Lots 26 with driveway access and also keep access to Lot 200, located above the subdivision. The third easement is a 20-foot shared access and utility easement for Lots 16 and 17. All easements associated with the proposal shall be included on the final plat and recorded and filed in accordance with ORS 92, Lane County, and the Lowell Development Code (LDC). The general requirement for the proper recording of all easements in accordance with ORS 92 and Lane County will be a condition of approval. Criterion met.

*(d) The total acreage and the proposed land use for the land division including sites for special purposes or those allocated for public use.*

**FINDING:** The total acreage of the subject property is 3.27 acres. The proposed subdivision is the next logical extension of the existing subdivision to the immediate west of the subject property. The extension of 4<sup>th</sup> Street has already been dedicated as public right of way. The applicant will also be preserving future City ROW for the extension of 4<sup>th</sup> Street to the east to serve possible future developments on the lands to the east and north of the subject property. The City will require this preserved section of ROW to be improved. The applicant has appropriately represented this information on the tentative map and Sheet 2. Criterion met.

*(e) The location and approximate location dimensions of lots or parcels and the proposed lot or parcel numbers. Where the property division results in any lots or parcels that are larger than 2 and one-half times the minimum lot size, the applicant shall provide a sketch plan showing how the parcels may be re-divided in the future to provide for at least 80% of maximum density within current minimum lot sizes, existing site constraints and requirements of this Code.*

**FINDING:** The proposed subdivision is to create 16 residential lots as seen on the tentative map. The proposed subdivision is the last and final phase of the existing subdivision immediately to the west on 4<sup>th</sup> Street; all property owned by the applicant/owner will be fully slated for residential development. 4<sup>th</sup> Street will be extended to serve the proposed 16 lots and will terminate at the boundary of the subdivision and contain turnarounds for fire truck access. A future connection to existing right of way, to the south is anticipated but is not part of this development. The extension and connection of 4<sup>th</sup> Street to the south is consistent with the Lowell Master Road Map. The applicant does not own any other lands adjacent to the proposed subdivision.

Additionally, the proposed subdivision will not result in any lots being created that are 2 and one-half times the minimum lot size. The applicant's civil engineer has submitted two new maps showing how the streets can be further extended to the north and south and how possible division of land can occur on lots 100 and 200. Per the applicant's civil engineer, a future public right of way placed in between lots 25 and 26 is not practical due to steep slopes and the level of cut slopes that would be required. As such, the applicant is proposing to preserve future right-of-way to tax lot 200, by preserving 50-feet of ROW at the southern portion of the subdivision as an extension of a future 4<sup>th</sup> Street. The City will require improvement of this small portion of 4<sup>th</sup> Street. The maps were submitted with the applicant's supplemental submittal on November 4, 2020 and are contained in this staff report as **Attachment P**.

...

*(g) a general layout of all public utilities and facilities to be installed including provisions for connections and extensions beyond the proposed land division.*

**FINDING:** A general layout of all public utilities and facilities to be installed has been shown on Sheet 2, also on the applicant's revised Utility Plan, dated January 20, 2021 (**Attachment R**). The applicant proposes to connect to city services for all proposed. Included on Sheet 2 (**Attachment Q**) are proposed connections to utilities along the extended 4<sup>th</sup> Street. The extensions of future water service to lots 100 and 200 are possible given the applicant's proposal of placing water lines in the northerly and southerly extensions of Wetleau Drive. The applicant has the ability to provide conduits for three phase power within their easements. This will be required of the City, but it's expected the City will provide some cost offsets to the applicant. The three phase power conduits will allow for the eventual placement of a pump station to serve higher elevations with water service. The precise layout and design of site utilities will be drawn during the construction drawing phase of the project, after tentative approval. The applicant's engineers will be working closely with the City Engineer for review and approval of construction level plans. Criterion met.

*(h) The proposed method of connection to all drainage channels located outside of the proposed land division and the proposed method of flood control (retention ponds, swales.) and contamination protection (settling basins, separators, etc.)*

**FINDING:** The proposal will largely utilize existing city stormwater infrastructure. There is an existing 18-inch culvert onsite with adequate capacity to handle flows generated by the subdivision. The storm system will include two new storm manholes and several different drains along the curb and gutter. The applicant has completed a drainage report and can be found in **Attachment C**.

*(i) Identification of all proposed public dedications including streets, pedestrian or bike ways, parks, or open spaces.*

**FINDING:** As seen on the tentative map, the proposed subdivision will extend 4<sup>th</sup> Street to the boundary of the subdivision. The extension of 4<sup>th</sup> Street has already been dedicated but is not presently improved. The applicant will also be installing public sidewalks on both sides of 4<sup>th</sup> Street. Additionally, the applicant will be preserving and improving a future ROW extension of 4<sup>th</sup> street that can logically serve tax lot 200 if it becomes developed. Staff note, the existing structure on tax lot 200 will maintain its existing access by the placement of a 25-foot private access easement proposed to be placed between lots 25 and 26. Criterion met.

*(j) Identification of any requirements for future streets and easements required for extension of public infrastructure beyond the development together with restrictions on building within those future streets and easements as well as future setback areas required by this Code.*

**FINDING:** 4<sup>th</sup> Street will be extended and improved to City standards. Upon completion, the street will become public right of way. The future extension of 4<sup>th</sup> Street to the south is consistent with the Lowell Master Road Map. The applicant will also be preserving and improving a small section for the future ROW extension of 4<sup>th</sup> Street to the east and located south of lot 26. Criterion met.

*(k) Identification and layout of all special improvements. Special improvements may*

*include, but are not limited to, signs, lighting, benches, mailboxes, bus stops, greenways, bike or pedestrian paths.*

**FINDING:** Staff does not identify any special improvements for tentative approval. The applicant has submitted the necessary information, as seen on the tentative map and related Sheets, for staff to determine and recommend compliance with this provision. However, staff note that during the construction review process between the City Engineer and the applicant's engineer, a need for certain special improvements may be deemed necessary, such as signs, lighting, and mailboxes. Improvements related to exterior lighting or signs shall conform to Exterior Lighting, Section 9.529 and Signs, Section 9.530.

**LDC 9.226 Accompanying Statements.** *The Tentative Plan shall be accompanied by written statements from the applicant giving essential information regarding the following matters:*

- (a) *Identify the adequacy and source of water supply including:*
- (1) *Certification that water will be available to the lot line of each and every lot depicted on The Tentative Plan for a subdivision, or.*
  - (2) *A bond, contract or other assurance by the applicant that a public water supply system will be installed by or on behalf of the applicant to each and every lot depicted on the Tentative Plan.*

**FINDING:** The proposed subdivision is adjacent to an existing residential development. City services are available to each of the proposed lots. A bond, contract or other assurance will be required on behalf of the developer. Bonds on public infrastructure will be further discussed later in this staff report under Section 9.805, Improvement Agreements.

- (b) *Identify the proposed method of sewage disposal including:*
- (1) *Certification that a sewage disposal system will be available to the lot line of each and every lot depicted on the Tentative Plan for a subdivision, or.*
  - (2) *A bond, contract or other assurance by the applicant that a public water supply system will be installed by or on behalf of the applicant to each and every lot depicted on the Tentative Plan.*

**FINDING:** See staff's discussion above in response to LDC 9.226(a).

- (c) *Protective covenants, conditions and deed restrictions (CC&R's) to be recorded, if any.*

**FINDING:** Any additional CC & Rs, will be identified and recorded at the time of final plat filing.

- (d) *Identify all proposed public dedications including streets, pedestrian or bike ways, parks or open space areas.*
- (e) *Identify all public improvements proposed to be installed, the approximate time installation is anticipated and the proposed method of financing. Identify required improvements that are proposed to not be provided and the reason why they are not considered necessary for the proposed land division.*

**FINDING:** 4<sup>th</sup> Street will be extended and improved to City standards. Upon completion, the street will become public right of way. The future extension of 4<sup>th</sup> Street, into Wetleau Drive, to the south is consistent with the Lowell Master Road Map. Both newly constructed streets will contain 5-foot sidewalks on both sides. A timeline for the installation of required public improvements will be drafted up between the applicant and City. The preserved 50-foot of ROW to extend 4<sup>th</sup> Street to the east to serve future properties will be improved to a width of 21-feet and contain sidewalks only on the north side, due to hillside development standards.

*(f) A statement that the declarations required by ORS 92.075 on the final plat can be achieved by the fee owner, vendor and/or the mortgage or trust deed holder of the property.*

**FINDING:** Prior to issuance of building permits, the property owner shall submit the final plat in accordance with ORS 92.075. A final plat will be prepared with a licensed surveyor in the state of Oregon and in conformance with ORS 92 requirements.

**FINDING (LDC 9.226 ((a)-(e)):** The applicant has submitted the necessary information, as seen on the tentative map and associated Sheets and in the written narrative, for staff to determine the necessary criteria contained in LDC 9.226 are met, or can be met conditionally, where applicable. Criterion met.

*LDC 9.227 Supplemental Information. Any of the following may be required by the City, in writing to the applicant, to supplement the Tentative Plan.*

*(d) If lot areas are to be graded, a plan showing the nature of cuts and fill and information on the character of the soil.*

**FINDING:** The applicant is not proposing to mass grade the lots, the applicant will only grade what is required to build the public improvements and infrastructure. Individual lot grading will occur when development occurs on each respective lot. Final grading plans will have to be submitted for review by the City Engineer before any earth moving can commence. Final grading plans can be submitted after tentative approval, but before earth-moving activities commence. LDC has specific grading standards that must be presented here in order for the final grading plan can be delegated to the City Engineer for review and final approval. Section 9.527 outlines grading standards for development in Lowell. A final grading plan shall be prepared by the applicant's civil engineering team that shows cut slopes no exceeded one and one-half feet horizontally to one foot vertically, fill slopes shall not exceed two feet horizontally to one foot vertically, the type and characteristics of imported fill soils shall be the same or compatible with the existing soils on the site, fills for streets and building sites shall be engineered and approved by the City, and lastly, all sits shall be graded to directed storm water to City storm server or to natural drainage ways. Additionally, the provisions of Lowell Ordinance 227, Section 2, Excavation and Grading Building Code, are applicable to grading plans.

**FINDING** Staff find the preliminary grading plans submitted are acceptable for tentative approval, but a final grading plan will need to be submitted in accordance with the Lowell grading standards as contained in Section 9.527 of the LDC, reviewed and approved, by the City Engineer, prior to any earth-moving activities. Staff find this criterion conditionally met.

**Condition of Approval #1:** A final grading plan shall be submitted to the City Engineer for review and approval, prior to earth-moving activities. The grading plan shall conform to the grading standards are listed in Section 9.527 GRADING and Lowell Ordinance 227, Section 2, Excavation and Grading Building Code.

*(e) Specifications and details of all proposed improvements.*

**FINDING:** The applicant has shown all proposed improvements on the tentative map and the associated Sheets, as prepared by the applicant's civil engineering team. The proposed public improvements include the improvement and extension of 4<sup>th</sup> Street, complete with sidewalks on both sides and northly and southern extension of Wetleau Drive. The applicant will also be preserving and improving a 50-foot future right-of-way access for a future public street to reach tax lot 200, if it ever develops. The City Engineer has reviewed the preliminary plans and has preliminary approved them for tentative approval purposes only, the City Engineer does have comments on the proposal, but those can be handled during the construction drawing plan phase of the project, post tentative approval. The applicant's engineering team is aware of the comments of the City Engineer and can work with the City Engineer to address them during the construction drawing plan phase. Staff include the City Engineer's comments as **Attachment H**. This will be a condition of approval.

*(f) Wetland delineation if identified as an existing condition in Section 9.224(f).*

**FINDING:** The proposed subdivision crosses mapped areas indicating wetlands may be present on the subdivision. Staff used the Local Wetlands Inventory Map to gauge the possible presence of wetlands. On October 31, 2019, staff submitted the local wetland land use notification to DSL for comment and review. On November 18, 2019 DSL responded that there may be waters/wetlands that are subject to state-removal fill law; a state permit may be required. The applicant has submitted a Wetland Delineation Report to DSL for review and concurrence. Staff recommend a condition of approval that before any earthmoving activates commence, the applicant receive concurrence from DSL with respect to the presence of wetlands and follow and/or obtain all necessary permits required per DSL's decision. See **Attachment D** Wetland Land Use Notice and initial response from DSL.

On November 11, 2020, the applicant submitted a wetland delineation report completed by Pacific Habitat Services, to DSL for concurrence. The applicant's wetland delineation report is included in this staff report as **Attachment O**. As of the writing of this staff report, staff are not aware of DSL concurrence for the applicant's delineation, as such, the condition to receive DSL concurrence before any earth-moving activities on the subject properties remains.

The proposal is consistent with this criterion with the condition of approval that:

**Condition of Approval #2:** Prior to the commencement of any earth-moving activities on the subject property, the applicant shall receive DSL concurrence on the wetland delineation report and comply with any requirements of DSL in terms of obtaining a fill-removal permit or appropriate mitigation.

*LDC 9.228 Decision Criteria. A Partition Tentative Plan may be approved by the Planning Commission and a Subdivision Tentative Plan may be approved by the City Council. Approval shall be based upon compliance with the submittal requirements specified above and the following findings.*



*(a) That the proposed land division complies with applicable provision of City Codes and Ordinances, including zoning district standards.*

**FINDING:** Comment submitted by Ms. Nelson contends the applicant's proposal does not meet the applicable approval criteria for a subdivision because the proposal does not comply with City Codes or Ordinances. Specifically, Ms. Nelson points out a violation of LDC 9.228(d) which states the proposal will not "*preclude the orderly extension of streets and utilities on undeveloped and underdeveloped portions of the subject property or on surrounding properties.*" and LDC 9.228(f), which states the "*proposed public utilities can be extended to accommodate future growth beyond the proposed land division.*" Staff have looked into Ms. Nelson's concerns and tend to agree with the comments. Staff are recommending the City require the applicant to improve the 50-foot of persevered ROW located south of lot 26 to ensure the orderly extension of streets on undeveloped surrounding properties. Additionally, staff are recommending the applicant place phase three power conduits in its easements to allow for the eventual construction of a pump station to help serve water to higher elevations. The applicant is not expected to bear the costs for the phase three power conduits alone; rather the city is expected to off-set a portion of the costs.

**FINDING:** The applicant is proposing to create a 16-lot subdivision as the next phase of the 4<sup>th</sup> Street development. The underlying zoning classification is Single-Family residential and is consistent with the proposal. As seen on the tentative map (see **Attachment B**), all of the proposed lots are above the minimum lot size of 7,000 square feet. All lots meet the minimum lot depth and width. Staff are recommending the city require the applicant to improve the 50-foot of preserved ROW that is south of lot 26 because not doing so would preclude the orderly extension of streets on undeveloped properties. Additionally, staff is recommending, and the applicant is not opposed to, providing space in its easements for phase three power conduits. It's expected the City will offset some of these costs associated with phase three power conduits. Staff finds the proposal complies with the applicable provision of City Codes and Ordinances. Criterion met.

*(b) Where the property division results in any lots or parcels that are larger than 2 and one-half times the minimum lot size, the applicant shall provide a sketch plan showing how the parcels may be re-divided in the future to provide for at least 80% of maximum density within current minimum lot sizes, existing site constraints and requirements of this Code.*

**FINDING:** The proposed subdivision is the final phase and build out of property owned by the applicant. The proposed subdivision is the next phase of the series of homes immediately adjacent to the existing subdivision development located immediately to the west on 4<sup>th</sup> Street. There are no lots involved in the subdivision that are 2.5 times the minimum lot size. Staff find this criterion does not apply.

**FINDING:** The proposed subdivision is the final phase and build of the property owner owned by the applicant. The proposed subdivision is the next phase of the series of homes immediately adjacent to the proposed subdivision. There are no lots involved in the subdivision that are 2.5 times the minimum lot size. Staff find this criterion does not apply.

*(c) The applicant has demonstrated that the proposed land division does not preclude development on properties in the vicinity to at least 80% of maximum density possible*

*within current minimum lot sizes, existing site conditions and the requirements of this Code.*

**FINDING:** There are existing site conditions that must be brought up when addressing this criterion. The adjacent properties located above the proposed subdivision are above an elevation in which city water can adequately be provided at about 880 feet. The proposed subdivision will provide water lines in the northly and southerly extensions of Wetleau Drive that can be used for future development above 880 feet, once water service is available above 880 feet. The addition, and agreement between the City and the applicant, of the three phase power conduits for a future pump station will greatly advance the City's ability to place a water reservoir above the 880-foot mark in anticipation of development at higher elevations. Additionally, the steep slopes located above the proposed subdivision will impact the level of development that can occur on those parcels, this is not to say development is precluded, but is made more difficult when considering the slopes. The applicant has provided a map showing how lots 100 and 200 may be developed in the future, when taking access from the northly extension of Wetleau Drive. The applicant's engineer has concerns related to steep slope development and the level of cuts and fills that would be required to reserving a future full right-of-way in between lots 25 and 26 to serve future development on tax lot 200.

As an alternative, the applicant is proposing to preserve 50-feet of ROW to the south of proposed Lot 26 for a future public right of way (extension of 4<sup>th</sup> Street) to reach tax lot 100, should it develop in the future. The city will require the applicant improve this 50-feet of preserved ROW to the property boundary, as required in LDC 9.517 (Streets). The northly and southerly extensions of Wetleau Drive are preserved to serve future development to the north and south. As such, staff find the applicant has not precluded the proposed land division does not preclude development on properties in the vicinity to at least 80% of the maximum density, when considering current minimum lot sizes, existing site conditions and site constraints.

***(d) The proposed street plan:***

***(1) Is in conformance with City standards and with the Master Road Plan or other transportation planning document.***

**FINDING:** The proposed extension of 4<sup>th</sup> Street is in conformance with the Master Road Plan and Map. The extension of 4th Street is currently dedicated right-of-way and will be extended to the boundary of the property of the proposed subdivision and improved to full City standards for the functional class of right of way. The extension of 4th Street will be completed with sidewalks and conform to City standards. To meet the previous condition of approval #2 that was applied to Lot 16 (which is the entire subject property), as part of the previous subdivision development, the applicant will be preserving and improving future right of way to ensure properties located above the subject property have access when/if they develop in the future (seen on the tentative map, located south of Lot 26).

***(2) Provides for adequate and safe traffic and pedestrian circulation both internally and in relation to the existing City street system.***

**FINDING:** The Fire Chief of the Lowell Rural Fire Protection District (LRFPD) has issued comment that turnarounds are needed at the dead-ends of Wetleau Drive. Lowell Development calls for turnarounds on dead-end streets that are planned to extend in the future. Per the Master Road Map, both the northerly and southerly extensions of Wetleau Drive are planned to extend to connect future rights-of-way. These two dead-ends streets will need fire-department approved turnarounds placed at the terminus to allow for adequate and safe fire and emergency vehicle backing and turnaround. The applicant has shown these two turnarounds on the tentative map.

*(3) Will not preclude the orderly extension of streets and utilities on undeveloped and underdeveloped portions of the subject property or on surrounding properties.*

**FINDING:** The proposal will not preclude the orderly extension of streets. The applicant's proposal with respect to the placement and location of Wetleau Drive to the north and south of the proposed subdivision, correctly align with the future extension of streets in Lowell, according to the Lowell Master Road Map. Additionally, the applicant is preserving and improving 50-feet of ROW south of Lot 26 to serve future development on tax lot 100 or on properties located above the proposed subdivision. The requirement for a preservation of future ROW to this area was included in the past subdivision that involved Lot 16 (which is the subject property). The City informed the applicant that this condition for the preservation of future ROW to serve this area is a valid and required condition and the applicant presented a plan that satisfies this requirement. The applicant is also not opposed to providing conduits within its easements for phase three power. These conduits will go towards providing power to a pump station in the future, which will be used to supply water to higher elevations. Staff recommend a condition of approval that commits the applicant to supply phase three power conduits within its easements. It's expected the City will offset some of the costs associated with this. Without knowing the precise amount of the construction cost of the phase three power conduits, staff is unable to recommend a dollar amount the city is willing to offset. As such, a recommended condition of approval would only commit the applicant to providing these conduits and the details regarding the reimburses or cost offset would be worked out between the City and the applicant in a development agreement. Criterion met.

*(e) Adequate public facilities and services are available to the site, or if public services and facilities are not presently available, the applicant has demonstrated that the services and facilities will be available prior to need, by providing at least one of the following:*

- (1) Prior written commitment of public funds by the appropriate public agency.*
- (2) Prior acceptance of public funds by the appropriate public agency of a written commitment by the applicant or other party to provide private services and facilities.*
- (3) A written commitment by the applicant or other party to provide for offsetting all added public costs or early commitment of public funds made necessary by development, submitted on a form acceptable to the City.*

**FINDING:** No public funds are requested for the required public facilities required for lots associated with the subdivision. Adequate public city services are available to all lots associated with the proposed subdivision. The applicant, at their own expense, will construct the public facilities in order to provide the city services to all lots seen on the tentative map. Criterion met.

*(f) That proposed public utilities can be extended to accommodate future growth beyond the proposed land division.*

**FINDING:** All utilities required to serve lots 16-31 will be installed at the expense of the applicant. Adequate public facilities are proposed to be constructed in order to deliver city services to lots 16-31, at the applicant's expense. The proposed subdivision is the next phase of an already developed subdivision, which public infrastructure has been placed and can readily be extended to lots 16-31.

In Lowell, obtaining city water service above ~880 feet is not currently practical, due to elevation and the need for additional pumps and city services above that elevation. The requirement of the three phase power conduits will make obtaining water at higher elevations a possibility, with the future inclusion of a City pump station and water reservoir. The proposed lots can all receive city services. There is no proposed development outside of the subject property, which tops out right near 880 feet. If, in the future, the City invests in further public infrastructure for the ability for water to reach higher elevations, the existing infrastructure that will be in place because of the subdivision will make it more practical, as there are existing pipes and lines to tie into. Public facilities, in the form of a preserved and improved future right of way for 4<sup>th</sup> Street is provided for by the applicant to serve tax lot 200 and conduits for three phase power to power a pump station to assist in providing water service to higher elevations. The northly and southern extension of Wetleau Drive will have the ability to connect to future streets, should development occur on abutting properties.

*(g) Stormwater runoff from the proposed land division will not create significant and unreasonable negative impacts on natural drainage courses either on-site or downstream, including, but not limited to, erosion, scouring, turbidity, or transport of sediment due to increased peak flows and velocity.*

**FINDING:** The applicant's engineering team has submitted a drainage study, see **Attachment C**. The applicant is proposing to utilize existing city infrastructure to handle drainage and stormwater and to add minor upgrades, as necessary. The applicant's proposal to utilize mainly existing drainage infrastructure and catch basins, has been preliminary approved by the City Engineer. If during the review of the final drainage plan and details, a need for additional inlets or culverts are required, the City Engineer has indicated those can be placed on-site. However, If after review of the final drainage plan/details, it's discovered off-site culverts or inlets are required to handle the stormwater generated from the proposal, it shall be the applicant's cost to install. The City Engineer, if off-site drainage culvert or inlets are required, the City' existing stormwater system can reasonably be modified to accommodate the improvements. Also, as outlined in the Resolution List, with respect to the 4<sup>th</sup> Street extension, the applicant will extend a 12" storm main up the 4<sup>th</sup> Street stub, or as discussed in the Resolution List. The applicant shall submit final drainage plans and details for review and approval by the City Engineer. Stormwater infrastructure details shall be worked through between the City Engineer and applicant's engineering team and finalized during the construction drawing phase.

**FINDING:** The applicant's engineering team has submitted a drainage study. The study has analyzed the runoff coefficient of the subject property's soils and estimated rainfall intensity for a 25-year and a 100-year storm event. Impervious surfaces of roads, driveways, sidewalks and roofs have been included in this analysis. Storm pipes and manholes will be sized to accommodate the anticipated storm runoff from curbs and gutters. The plan calls for the development of a swale and 18" culvert to handle anticipated flows generated by 25- and 100- year storm events. The City Engineer has verified that the proposed drainage system is capable of handling anticipated storm

events as well as larger ones. The study's drainage maps show the areas of sheet lows, drainage courses and existing manholes. It divides the subdivision area into sub-basins and indicates the location and size of pipes necessary to handle anticipated sub-basin flows and the location of diversion points, culverts and swales. Also, as outlined in the Resolution List, with respect to the 4<sup>th</sup> Street extension, the applicant will extend a 12" storm main up the 4<sup>th</sup> Street stub, or as discussed in the Resolution List.

The applicant shall submit final drainage plans/details for review and approval by the City Engineer, prior to the commencement of construction of public improvement facilities. These details will be worked through between the City Engineer and applicant's engineering team during the construction drawing phase. The proposal is consistent with this criterion with the condition of approval that:

**Condition of Approval #3:** The applicant shall submit final drainage plans/details for review and approval by the City Engineer, prior to the commencement of construction of public improvement facilities. The final drainage plan shall be substantially the same as the drainage plan approved with the approval of the tentative subdivision plan. Additional off-site culverts and inlets made necessary by the final drainage plan shall be paid for by the applicant.

*(h) The proposed land division does not pose a significant and unreasonable risk to public health and safety, including but not limited to fire, slope failure, flood hazard, impaired emergency response or other impacts identified in Section 9.204(u).*

**FINDING:** The proposed subdivision is not expected to pose a significant and unreasonable risk to public health and safety. However, there are inherent risks involved with the proposal due to hillside development, emergency service access and circulation. There are measures that the City and applicant are taking to address these issues. The applicant has shown the required fire-department turnarounds at the terminus of the northerly and southerly extensions of Wetleau Drive. Relatedly, the LRFPD indicates a need for an additional fire hydrant to be placed at or near the western edge of the proposed northern extension of Wetleau Drive. This will be a condition of approval and can be addressed between LRFPD, the City Engineer and the applicant's engineering team

Additionally, lots 23,25, and 26 have slopes of 15 percent or greater. Special hillside development standards will apply to these lots.

**Conditions of Approval #4:** Applicant shall install fire hydrant at or near the western edge of the northerly extension of Wetleau Drive. Details of design and placement to be worked out amongst LRFPD, City Engineer, and the applicant's engineering team, during the construction drawing phase. Prior to final plat approval, evidence of the installation of the fire hydrant shall be shown at or near the western edge of the northerly extension of Wetleau Drive, or as approved by LRFPD and the City Engineer.

*LDC 9.518 Sidewalks. Public sidewalk improvements are required for all land divisions and property development in the City of Lowell. Sidewalks may be deferred by the City where future road or utility improvements will occur and on property in the rural fringe of the City where urban construction standards have not yet occurred. The property owner is obligated to provide sidewalk when requested by the City or is obligated to pay their fair share if sidewalks are installed by the City at a later date. An irrevocable Waiver of Remonstrance shall be recorded with the property to guarantee compliance with this*

*requirement.*

**FINDING:** As per LDC all land divisions in Lowell require public sidewalk improvements to be installed. As such, the applicant will be required to install public sidewalks, including curb and gutter, in accordance with Section 9.518 and the Lowell Standards Documents for engineering and construction. The addition of sidewalks along both sides of the extension of 4th Street and both extensions of Wetleau Drive will be a condition of approval. The presence of the required 5-foot sidewalks are shown on the applicant's Tentative Map.

The proposal is consistent with this criterion with the condition of approval that:

**Condition of Approval #5:** Prior to the issuance of building permits, the applicant/developer shall construct sidewalks, including curb and gutter along both sides of the extension of 4<sup>th</sup> Street and the northly and southerly extensions of Wetleau Drive. Sidewalks shall be inspected by the City of Lowell before acceptance. Sidewalks shall be constructed to a width of 5-feet and in accordance with Lowell Standards Documents for engineering and construction. The 21-foot-wide extension of 4<sup>th</sup> Street, to the south of Lot 26, shall have sidewalks placed on the northern side of the street.

**LDC 9.516 Access.**

*(a) Every property shall abut a street other than an alley for a minimum width of 16 feet, of which 12 foot must be paved, except where the City has approved an access to multiple lots sharing the same access in which case the total width must be at least 16 feet. No more than two properties may utilize the same access unless more are approved with the tentative plan.*

*(b) The following access alternatives to Panhandle properties may be approved by the City:*

*(1) Approval of a single access road easement to serve proposed parcels. The City may require a provision for conversion to a dedicated public road right-of-way at some future date, in which case the easement shall have the same width as a required right-of-way.*

*(2) Approval of a road right-of-way without providing the road improvements until the lots are developed. This places the burden for road improvements on the City although the City can assess all of the benefiting properties when improvements are provided in the future. As a condition of approval, the City may require an irrevocable Waiver of Remonstrance to be recorded with the property.*

*(3) Approval of a private road. This approach should only be used for isolated short streets serving a limited number of sites and where future City street alignments will not be needed.*

**FINDING:** All lots have legal access onto a right of way. A 20-foot-wide access and utility easement will be placed between lots 16 and 17. Lots 16 and 17 are flag lots but will share access. Per LDC, access to two lots may be approved as part of the tentative map approval process and in which case, the total width of the access easement must be at least 16-feet. In the case of the access easement between lots 16 and 17, the total width is 20-feet, which is above the 16-foot minimum. The access easement between lots 16 and 17 shall include paving to a width of at least 16-feet.

A second access and utility easement is shown in between lots 25 and 26. The proposed width of this easement is 25-feet. The proposed easement is meant to serve the existing home/structure located on

tax lot 100, which is above the proposed subdivision and provide driveway access to the future homesites on lots 25 and 26. The access easement between lots 25 and 25 shall be paved to a width of at least 16-feet.

Access criteria are met with the following Conditions of Approval:

**Condition of Approval #6:** Lots 16 and 17 share a common access and utility easement which has a width of 20-feet, of the 20-feet, 16-feet shall be paved up until at least the crest of the panhandle.

**Condition of Approval #7:** Lots 25 and 26 are proposed to have a common access and utility easement of 25-feet that will serve the existing home/structure located on tax lot 100, as well as driveway access for lots 25 and 26. This access and utility easement shall be paved to a width of at least 16-feet.

***LDC 9.517 Streets.***

***(a) Urban public street improvements including curbs, gutters and storm drainage are required for all land divisions and property development in the City of Lowell. Urban street improvements may be deferred by the City if there is not existing sidewalk or storm drain system to which connection can be made, conditional upon the responsible party agreeing to an irrevocable waiver of remonstrance to a future assessment at the time of construction of a sidewalk which is otherwise required to be constructed.***

**FINDING:** The applicant will be responsible for all costs and installation of all required urban public street improvements consistent with the standards of the City of Lowell. The extension of 4th Street has already been dedicated, but not improved to City standards. The extension of 4th Street will be completed to City standards and shall be inspected by the City of Lowell for compliance, before acceptance of public improvements. Both the northly and southerly extensions of Wetleau Drive will also be improved to City Standards. The preserved 50-feet of ROW (located south of lot 26) for the future extension of 4<sup>th</sup> Street to serve future development on tax lot 100 will also be required to be improved. Criterion met.

***(b) The location and grade of streets shall be considered in their relation to existing and planned streets, topographical conditions, public convenience and safety, and to the proposed use of land to be served by the streets. The street system shall assure an adequate traffic circulation system with intersection angles, grades, tangents and curves appropriate for the traffic to be carried considering the terrain. The arrangement of streets shall either:***

***(1) Provide for the continuation or appropriate extension of existing principal streets in the surrounding area; or***

***(2) Conform to a plan for the neighborhood approved or adopted by the City to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impractical.***

**FINDING:** The proposed subdivision can be designed per the City of Lowell design requirements as seen on the tentative map and associated Sheets. The tentative map shows the extension of 4th Street and the northern and southern extensions of Wetleau Drive and 50-feet of improved ROW for the future extension of 4<sup>th</sup> Street to serve tax lot 100, if developed. Final street improvement

plans and inspection of street improvements prior to final plat approval and acceptance of improvements will be a condition of approval.

**FINDING:** Applicant has shown on the tentative map and on the associated Sheets that urban public street improvements including curbs, gutters and storm drainage can be constructed to City of Lowell standards. Applicant shall submit final street improvement plans to the City Engineer, for review and approval, before street construction commences. Prior to final plat approval and acceptance by the City, the urban public street improvements shall be inspected by the City of Lowell for compliance.

**Condition of Approval #8:** Applicant shall submit final street improvement plans to the City Engineer, for review and approval, before street construction commences. Prior to final plat approval and acceptance of urban public street improvements, the applicant shall install urban public street improvements to City standards. Street public improvement plans shall include plans for the improvement of the 50-foot of preserved ROW, located south of lot 26, for future access to tax lot 200. Public street improvements will be inspected by Lowell Public Works or the City Engineer for compliance with Lowell Standards.

*(c) Minimum right-of-way and roadway widths. Right-of-way widths and the paved width of streets and sidewalks shall be as prescribed in the City's most current Standards for Public Improvements. Right-of-way widths may be reduced to that needed only for construction of streets and sidewalks if a minimum of a five-foot utility easement is dedicated on both sides of the right-of-way.*

**FINDING:** The proposed extension of 4<sup>th</sup> Street and the northly and southerly extension of Wetleau Drive will both contain 50-feet of right of way and 5-foot sidewalks on both sides. The 21-foot-wide extension of 4<sup>th</sup> Street is proposed to be 21-feet wide due to hillside development standards. This portion of 4<sup>th</sup> Street shall also have sidewalks on the north side, consistent with Lowell standards for sidewalks and when considering the hillside development standards. The proposed subdivision will be designed per the City of Lowell design requirements and reviewed by the City of Lowell for compliance. This proposal meets the City of Lowell's minimum standards. Inspection of urban public street improvements will be inspected for compliance with Lowell Standards by the City Engineer or his or her designee, prior to acceptance.

*(d) Where conditions, particularly topography or the size and shape of the tract make strict adherence to the standards difficult, narrower developed streets may be approved by elimination of parking on one or both sides of the street and/or elimination of sidewalks on one side of the street.*

**FINDING:** Narrower streets are not proposed nor are the elimination of sidewalks on one side of the street. The proposed extension of 4<sup>th</sup> Street to serve lots 16-31 and the northly and southerly extensions of Wetleau Drive will be designed per the City of Lowell design requirements and reviewed by the City of Lowell for compliance. Sidewalks are proposed for both sides of the street, as well as the northly side of the 21-foot-wide 4<sup>th</sup> Street extension located south of Lot 26. The preserved 50-foot of ROW located south of lot 26 will be required to be improved by the applicant. Criterion met.

*(e) Where topographical conditions necessitate cuts or fills for proper grading of streets,*



*additional rights-of-way or slope easements may be required.*

**FINDING:** The applicant anticipates some slope easements will be required to be used for construction of a slope on certain lots due to topographical conditions. Slope easements are generally used to adjust the elevation difference between adjoining properties. The proposed subdivision does have hillside development conditions located on lots 23, 25 and 26. Slope easements will be determined at the time of construction drawings. If it is determined, between the applicant's engineer and the City Engineer, during the construction drawing phase, that no slope easements are necessary or non-existent, then the final plat shall contain a plat note stating such. This will be a condition of approval to be shown on the final plat.

**FINDING:** Due to topographical conditions and hillside development constraints on lots 23, 25 and 26, which contain slopes of 15 percent or greater, slope easements may be required. Slope easements shall be determined at the time of submittal of construction drawings, as such, prior to final plat approval, the applicant shall submit plans for slope easements for review by the City Administrator or his or her designee. If it is determined, between the applicant's engineer and the City Engineer, during the construction drawing phase, that no slope easements are necessary or non-existent, then the final plat shall contain a plat note stating such. Staff find compliance is feasible and this criterion can be met, conditionally.

**Condition of Approval #9:** Prior to final plat approval, the applicant shall submit plans to the City Administrator or his or her designee, showing slope easements as required, where topographical conditions necessitate cuts or fills for proper grading of streets, additional right-of-way or slope easements. If it is determined, between the applicant's engineer and the City Engineer, during the construction drawing phase, that no slope easements are necessary or non-existent, then the final plat shall contain a plat note stating such.

*(f) Reserve Strips: A reserve strip is a 1-foot strip of land at the end of a right-of-way extending the full width of the right-of-way used to control access to the street. Reserve strips will not be approved unless necessary for the protection of the public welfare or of substantial property rights. The control of the land comprising such strips shall be placed within the jurisdiction of the City by deed under conditions approved by the City. In addition, a barricade shall be constructed at the end of the street by the land divider which shall not be removed until authorized by the City. The cost shall be included in the street construction costs by the land divider.*

**FINDING:** Reserve strips are not necessary as the extension of 4<sup>th</sup> Street and the extensions of Wetleau Drive are already dedicated rights-of-way. The previous dedication was part of an agreement made with the original subdivider of this land. Comment has been received by a neighboring property owner on this matter. Staff looked into the concerns and agreed with the commenter. Reserve strips in this situation, over dedicated streets, would be inconsistent with the present situation, in that dedication has already occurred. To see the submitted comments, please refer to **Attachment M**. Reserve strips are not proposed for the proposed development. Criterion not applicable.

*(g) Alignment: As far as is practicable, streets shall be in alignment with existing streets by continuations of the center lines thereof. Staggered street alignment resulting in "T" intersections shall, wherever practical, leave a minimum distance of 260 feet between the*

*center lines of streets having approximately the same direction.*

**FINDING:** The extension of 4th Street will be a continuation of the presently dedicated and existing 4<sup>th</sup> Street located immediately to the west of the proposed subdivision. The proposed intersection will result in a “T-intersection” at the intersection of the extension of Fourth Street and the northerly portion of Wetleau Drive. There are no other existing “T-intersections” to the north or south of the subject property.

The proposed location of the 50-foot preserved future ROW south of lot 26, is proposed in such a manner because there the placement of a street between lots 25 and 26 is not practical due to steep slopes. As such, the applicant’s engineer found an alternative location where 50-feet of ROW can be preserved, and that location is south of lot 26. This preserved and improved 50-feet of ROW will ensure the orderly development of streets on adjacent undeveloped properties. Criterion met.

*(h) Future Extensions of Streets: Where necessary to give access to or permit a satisfactory future division of adjoining land, streets shall be extended to the boundary of the subdivisions or partition and the resulting dead-end streets may be approved with a turn-around instead of a cul-de-sac. Reserve strips and street plugs may be required to preserve the objectives of street extensions.*

**FINDING:** The northerly and southerly extensions of Wetleau Drive are planned to extend in the future, as show on the Lowell Master Road Map. The applicant will be required to pave the extension of 4<sup>th</sup> Street to serve the proposed lots and the two extensions of Wetleau Drive. The city is requiring the preserved 50-feet of ROW located south of lot 26 to be improved because subsection (h) of LDC 9.517 states, streets shall be extended to the boundary of the subdivision. This extension and improved of this section of 4<sup>th</sup> Street will is necessary to give access or to permit satisfactory division of adjoining land and was also a requirement in the form of a condition of approval placed on Lot 16 (which is the entire subject property) from the Sunset View Ranch subdivision in 2006. The preserved and improved 50-feet of ROW will ensure the orderly development of streets on adjacent undeveloped properties. Criterion met.

*(i) Intersection Angles: Streets shall be laid out to intersect at angles as near to right angles as practical except where topography require a lesser angle, but in no case shall the acute angle be less than 60 degrees unless there is a special intersection design.*

**FINDING:** As shown on the tentative map and new Sheet 2, dated December 28, 2020, the street intersection angels are at right angles or as near as possible. From staff’s visual inspection of the intersection at Fourth Street and the northly extension of Welteau Drive and the small future section of 4<sup>th</sup> Street with Wetleau, it is right-angle, or as near as is practical. Criterion met.

*(j) Existing Streets: Whenever existing streets adjacent to or within a tract are of inadequate width, additional right-of-way shall be provided at the time of approval of the land division or land use approval.*

**FINDING:** The only existing adjacent street is 4th Street, which was constructed during the first portion of the subdivision. The newly constructed extension of 4th Street to serve lots 16-31 and the northly and southerly extensions of Wetleau Drive will all be constructed to current Lowell street standards, including the 50-foot portion of reserved ROW, that is located south of lot 26. As

discussed in this staff report, the applicant will be improving the 50-foot of ROW south of lot 26 to serve future development on adjacent properties.

*(k) Half Street: Half streets, while generally not acceptable, may be approved where essential to the reasonable development of the subdivision or partition when in conformity with the other requirements of these regulations and when the Planning Commission finds it will be practical to require the dedication of the other half when the adjoining property is divided. Whenever a half street is adjacent to a tract to be divided, the other half of the street shall be provided within such tract. Reserve strips and street plugs may be required to preserve the objectives of half streets.*

**FINDING:** Half streets are not proposed. This criterion is not applicable.

*(l) Cul-de-sacs: A cul-de-sac should have a maximum length of 500 feet but may be longer where unusual circumstances exist. A cul-de-sac shall terminate with a circular or hammerhead turn-around.*

**FINDING:** The dead-end extension of Weteau Drive will terminate with a hammerhead or equivalent turnaround. LDC allows for dead ends to terminate in a hammerhead rather than a cul-de-sac. The presence of two hammerhead turnaround at the northly extension of Weteau Drive and southerly extension of 4<sup>th</sup> Street are shown on the tentative map. A “No Parking” sign shall be installed at these two turnarounds. Criterion met conditionally.

**Condition of Approval #10:** A “No Parking sign shall be installed at the ends of the two turnarounds located at the northly and southerly extensions of Weteau Drive.

*(m) Street Name Signs: Street name signs shall be installed at all street intersections to City standards.*

**FINDING:** The applicant will be required to install street signs in accordance with LDC. Street name signs shall be included on the final plat. This will be a condition of approval.

**FINDING:** The applicant shall submit evidence, prior to final plat approval, street name signs are installed in accordance with LDC. This will be a condition of approval. Criterion met with the following Condition of Approval.

**Condition of Approval #11:** Prior to final plat approval, applicant shall submit evidence to the City Administrator or his or her designee, that the proposal complies with the street name signs standards as listed in the LDC.

*(n) Street Lights: Street lights shall be installed to City standards and shall be served from an underground utility.*

**FINDING:** Street lights will be installed at the expense of the applicant and shall be served from an underground utility, consistent with LDC. This will be a condition of approval

**FINDING:** The applicant shall submit evidence, prior to final plat approval, demonstrating the proposed streetlights are in compliance with LDC standards. Criterion met with the following

Condition of Approval.

**Condition of Approval #12:** Prior to final plat approval, applicant shall submit evidence to the City Administrator of his or her designee, that the proposal complies with streetlights standards as listed in the LDC.

*(o) Traffic Signs/Signals: Where a proposed intersection will result in the need for street signals to serve the increased traffic generated by the proposed development, they shall be provided by the developer or land divider and the costs shall be borne by the developer or land divider unless an equitable means of cost distribution is approved by the City.*

**FINDING:** A "No Parking" sign has been identified as being required at the two hammerhead turnarounds at the northly and southerly extensions of Wetleau Drive. This has been appropriately conditioned in this staff report.

*(p) Private Streets: Private streets are permitted within Planned Developments, Manufactured Home Parks, singularly owned developments of sufficient size to warrant interior circulation on private streets or on small developments where integration into the public road system is impractical. Design standards shall be the same as those required for public streets unless approved otherwise by the City. The City shall require verification of legal requirements for the continued maintenance of private streets.*

**FINDING:** Private streets are not part of the proposal. Criterion not applicable.

*(q) Mailboxes: Provisions for mailboxes shall be provided in all residential developments where mail service is provided. Mailbox structures shall be placed as recommended by the Post Office having jurisdiction and shall be noted on the plan.*

**FINDING:** The applicant has not addressed this specific criterion related to mailboxes nor can staff locate any proposed mailboxes or mail structures on the tentative map. As such, evidence of compliance with the criteria for mailboxes shall be shown, prior to final plat approval.

**FINDING:** There is no indication how the applicant intends to comply with this specific criterion. Staff will impose a condition of approval, prior to final plat approval.

**Condition of Approval #13:** Prior to final plat approval, the applicant shall provide evidence, to the City Administrator or his or her designee, that the proposed mailbox structure or provision(s) for handling mail to the proposed lots, has been approved by the local Post Office having jurisdiction and shall be noted on the plan as a plat note.

*(r) Clear Vision Areas: In all districts a clear vision area shall be maintained at the corners of all property located at the intersection of two streets or a street-alley. A clear vision area shall also be maintained at all driveways intersecting a street. See Figure 9.5-2 All properties shall maintain a clear triangular area at street intersections, alley- street intersections and driveway-street intersections for safety vision purposes. The two sides of the triangular area shall be 15 feet in length along the edge of roadway at all street intersections and 10 feet in length at all alley-street intersections and driveway-street*

*intersections. Where streets intersect at less than 30 degrees, the triangular sides shall be increased to 25 feet in length. The third side of the triangle shall be a line connecting the two exterior sides.*

*A clear vision area shall contain no plantings, fences, walls, structures, or temporary or permanent obstruction exceeding 3 feet in height, measured from the top of the curb, or, where no curb exists, from the established street center line grade. Trees exceeding this height may be located in this area, provided all branches or foliage are removed to a height of 8 feet above grade.*

**FINDING:** 4th Street and the northerly extension of Wetleau Drive and the small extension of 4<sup>th</sup> Street, south of lot 26 and Wetleau Drive, will be at an intersection to each other, as such the Clear Vision Area standards will apply.

All properties shall maintain a clear triangular area at street intersections. The two sides of the triangular area shall be 15 feet in length along the edge of the roadway at all street intersections and 10 feet in length at all alley-street and driveway-street intersections. Where streets intersect at less than 30 degrees, the triangular sides shall be increased to 25 feet in length. The third side of the triangle shall be a line connecting the two exterior sides.

Additionally, a clear vision area shall contain no planting, fences, walls, structures or temporary or permanent obstruction exceeding three feet in height. Trees exceeding this height may be located in this area, provided all branches or foliage are removed to a height of eight feet above grade. The applicant has not specifically addressed how the proposal will comply with Clear Vision Areas, as presented above. As such, staff will recommend a condition of approval for Clear Vision Areas plans to be presented to the City Administrator or his or her designee for compliance, prior to final plat approval. Staff find compliance with the Clear Vision Area standards are feasible to be met by the applicant. This will be a condition of approval.

Standards for Clear Vision Areas have not been addressed at time of tentative map submittal. As such, the applicant shall provide evidence that Clear Vision Standards have been addressed in accordance with LDC 9.517 (r) (r). Staff find compliance with Clear Vision Area standards as indicated in LDC 9.517 (r) feasible for the applicant to meet. As such, plans for compliance shall be presented to the City Administrator or his or her designee for review and approval, prior to final plat approval.

**Condition of Approval #14:** Prior to final plat approval, plans for compliance with Clear Vision Areas shall be presented to the City Administrator or his or her designee and reviewed and verified for compliance with the Clear Vision Areas standards as listed in the LDC 9.517(r).

*LDC 9.519 Bikeways. Bikeways are required along Arterial and Major Collector streets. Currently the only Bikeway requirements are those required by the County as a part of the County owned Major Collector streets within the City. Future requirements for Bikeways may be addressed at such time that a Transportation System Plan (TTSP) is completed for the City., but until specific Bikeway requirements are adopted, travel lanes of all streets that do not require Bikeways are approved for joint use with bicycles.*

**FINDING:** The extensions of Fourth Street and Wetleau Drive are not Arterials or Major Collectors, as such this criterion does not apply.

*LDC 9.520 Storm Drainage. Until completion of a Storm Drainage Master Plan for the City of Lowell, Section IV, of the Standards for Public Improvements and the following shall apply. In the event of a conflict, the following takes precedence.*

*(a) General Provisions. It is the obligation of the property owner to provide proper drainage and protect all runoff and drainage ways from disruption or contamination. On-site and off-site drainage improvements may be required. Property owners shall provide proper drainage and shall not direct drainage across another property except as a part of an approved drainage plan. Paving, roof drains and catch basin outflows may require detention ponds or cells and discharge permits. Maintaining proper drainage is a continuing obligation of the property owner. The City will approve a development request only where adequate provisions for storm and flood water run-off have been made as determined by the City. The storm water drainage system must be separate and independent of any sanitary sewerage system. Inlets should be provided so surface water is not carried across any intersection or allowed to flood any street. Surface water drainage patterns and proposed storm drainage must be shown on every development plan submitted for approval. All proposed drainage systems must be approved by the City as part of the review and approval process.*

**FINDING:** The applicant's engineer team has submitted a drainage study, see Attachment C. The applicant is proposing to utilize existing city infrastructure to handle drainage and stormwater and to add minor upgrades, as necessary. The applicant's proposal to utilize mainly existing drainage infrastructure and catch basins, has been preliminary approved by the City Engineer. There may be the need for some additional culverts and inlets (located on-site). The applicant shall submit final drainage plans and details for review and approval by the City Engineer. These details will be worked through between the City Engineer and applicant's engineering team during the construction drawing phase.

*(b) Urban level inlets, catch basins, and drainage pipe improvements are required for all land divisions and property development in the City of Lowell. Urban storm drainage systems may be deferred by the City in lieu of a rural system of culverts and open drainageways.*

**FINDING:** Some minor, urban storm drainage improvements are being proposed by the applicant on site. The site contains some level of existing stormwater infrastructure. There will be a need for some minor site upgrades with respect to stormwater, but by-in-large, the catch basin can accommodate the projected stormwater runoff. Criterion met.

*(c) Natural Drainageways. Open natural drainageways of sufficient width and capacity to provide for flow and maintenance are permitted and encouraged. For the purposes of this Section, an open natural drainageway is defined as a natural path which has the specific function of transmitting natural stream water or storm water run-off from a point of higher elevation to a point of lower elevation. Significant natural drainageways shall be protected as a linear open space feature wherever possible and shall be protected from pollutants and sediments. A 15-foot setback is required from the centerline of any*

*significant drainageway.*

**FINDING:** The applicant's engineering team has indicated there are cases in where they can utilize natural drainageways for water to flow from a point of high elevation to a point of lower elevation. The applicant's engineering team does not have the specific details worked out yet where these natural drainageways can be placed, but a proposal is feasible and would likely include placing a culvert to pick up flows from a high elevation point and direct them into a low elevation point and then onto its respective drainage basin. The City Engineer has issued comment that drainage easements will be required on lots for which water drains onto or across. See **Attachment H** for City Engineer's comments, dated July 10, 2019.

While the use of natural drainageways is not required, only permitted and encouraged, the applicant can provide for natural drainageways once in the construction drawing phase of the project.

**Condition of Approval #15:** Prior to final plat approval, natural drainageways shall be indicated on the final plat and a 15-foot setback shall be required from the centerline of any significant drainageway. Precise location of natural drainageways shall be determined by the applicant's engineers and the City Engineer and drainage easements shall be required on any lots for which water drains onto or across. If no natural drainageways are to be utilized as part of the proposed subdivision, the City will consider this condition satisfied for final plat purposes with confirmation from the City Engineer.

*(d) Easements. Where a land division is traversed by a water course, drainageway, channel or stream, there shall be provided a public storm water easement or drainage right-of-way conforming substantially with the lines of such water course and such further width as the City determines will be adequate for conveyance and maintenance. Improvements to existing drainageways may be required of the property owner. The property owner is also responsible for the continuing maintenance and protection of natural drainageways.*

**FINDING:** Easements will be required on lots in which water drains onto or across. The City Engineer has identified lots 17,19, 20, 21, 23, 28, and 29 as likely requiring drainage easements. The inclusion of drainage easements will be a condition of approval, and required to be shown on the final plat, proper to final plat approval. Staff recommend a condition of approval related to drainage easements. Criterion met with the following Condition of Approval:

**Condition of Approval #16:** Prior to final plat approval, drainage easements of sufficient widths so as to ensure adequate conveyance and maintenance shall be shown on final plat. Specific identification of which lots will require drainage easements will be determined by the applicant's engineering staff and the City Engineer. Drainage easements shall be applied to any and all lots on which water drains onto or across.

*(e) Accommodation of Upstream Drainage. A culvert or other drainage facility shall be large enough to accommodate potential run-off from its entire upstream drainage area, whether inside or outside of the development. The City must review and approve the necessary size of the facility, based on sound engineering principles and assuming conditions of maximum potential watershed development permitted by the Comprehensive Plan.*

*(f) Effect on Downstream Drainage. Where it is anticipated by the City that the additional run-off resulting from the development will overload an existing drainage facility, the City may deny approval of the development unless mitigation measures have been approved.*

*(g) Drainage Management Practices. Developments within the City must employ drainage management practices approved by the City. The City may limit the amount and rate of surface water run-off into receiving streams or drainage facilities by requiring the use of one or more of the following practices:*

- (1) Temporary ponding or detention of water to control rapid runoff.*
- (2) Permanent storage basins.*
- (3) Minimization of impervious surfaces.*
- (4) Emphasis on natural drainageways.*
- (5) Prevention of water flowing from the development in an uncontrolled fashion.*
- (6) Stabilization of natural drainageways as necessary below drainage and culvert discharge points for a distance sufficient to convey the discharge without channel erosion.*
- (7) Runoff from impervious surfaces must be collected and transported to a natural drainage facility with sufficient capacity to accept the discharge; and*
- (8) Other practices and facilities designed to transport storm water and improve water quality.*

**FINDING:** The applicant's preliminary storm drainage plan has been submitted and reviewed by the City Engineer and adequately addresses storm drainage as part of the tentative map approval process. As noted earlier, there may be the need for the installation of additional culverts and other minor improvements related to storm drainage. Staff find it reasonable those minor details can be worked out between the City Engineer and the applicant's engineering team during the construction drawing phase. Criterion met.

*(h) NPDES Permit Required. A National Pollutant Discharge Elimination System (NPDES) permit must be obtained from the Department of Environmental Quality (DEQ) for construction activities (including clearing, grading, and excavation) that disturb one or more acres of land.*

**FINDING:** A NPDES Permit will be required before earth-moving work is performed as the subject site is largely going to be disturbed for the construction of public infrastructure and preparation of home sites. This will be a condition of approval, prior to any earth-moving work is performed.

**Condition of Approval #17:** Prior to the commencement of any site preparation, clearing, grading, or fill, the applicant shall obtain an approved NPDES Permit. Applicant shall submit evidence of an approved NPDES Permit to the City Administrator, or his or her designee, prior to any site



preparation, grading, or fill.

**LDC 9.521 Water.**

*(a) All new development must connect to the public water system unless specifically approved otherwise as a part of a development approval for parcels exceeding 5 acres in size after division for which the public water system is located further than 300 feet from any property line. All water line extensions, required fire hydrants, and related appurtenances shall be installed and paid for by the developer unless the City has approved otherwise as a part of the tentative plan decision process.*

**FINDING:** The applicant is proposing city water connection to all lots being proposed. The City has the ability to serve each lot with city water service. All water line extensions required for fire hydrants and related appurtenances will be installed and paid for by the developer. As outlined in the Resolution List, the applicant will confirm that water lines will end in restrained 10" gate valves to permit future extension.

*(b) All public water system improvements shall comply with Section II of the City's Standard for Public Improvements, dated September 1994. The City may modify those requirements upon a recommendation by the City Engineer in the event of special circumstances.*

**FINDING:** The public water system improvements will be installed in accordance with the City's Standard for Public Improvements. All public improvement plans, including improvement for water, will be reviewed by the City Engineer before any construction commences.

*(c) Water Line Extensions. Water distribution lines must be extended along the full length of the property's frontage along the right-of-way or to a point identified by the City Administrator as necessary to accommodate likely system expansion. Water line extensions may be required through the interior of properties, within dedicated public utility easements, when necessary to provide for service to other properties or to provide system looping for fire flows. All public water system line extensions shall have a minimum 6-inch diameter unless a smaller size is recommended by the City Engineer and approved by the City. The City Engineer may also require a larger size if needed to extend transmission capacity or for fire hydrant flow where looping is not available.*

**FINDING:** Ms. Nelson issued comment with respect to extending full water system improvements through the development site to the edges of the property frontage and argues if the applicant does not improve the small section of preserved ROW with water system improvements, the proposal will be in violation of the above LDC section and Standards for Public Improvements Section II.A.4., because the full water system is not being extended to the edge of the property frontage and must extend along the full length of the property's frontage along the right-of-way. Staff is recommending the City require the applicant to improve the small portion of the preserved ROW extension on 4<sup>th</sup> Street to comply with this provision, as well as sewer line extensions. The requirement to improve this portion of 4<sup>th</sup> Street has been conditioned in this staff report. Please see **Attachment R**, for the applicant's revised Utility Plan, dated January 20, 2021.

*(d) Water Plan Approval. All proposed plans for extension and installation of the public water system must be approved by the City as part of the tentative plan review and approval*

*process.*

**FINDING:** The water plan is set forth by the applicant on Sheet 2, dated December 28, 2020. The City Engineer has reviewed the preliminary public improvement plans and has no comments that would prevent the applicant from receiving tentative approval. A final public improvement plan will be required by the applicant before construction commences and final plat approval is granted.

*(e) Restriction of Development. The Planning Commission or City Council may limit or deny development approvals where a deficiency exists in the water system or portion thereof which will not be corrected as a part of the proposed development improvements.*

**FINDING:** The applicant has submitted a preliminary site utilities plan, dated December 28, 2020 as seen on Sheet 2, the plan outlines the proposed new water line extensions required. City water, electric and sewer service is available to each proposed lot. The Site Utilities Plan provided is preliminary for tentative map approval. A final utilities plan shall be submitted for review and approval by the City Engineer prior to the commencement of any construction activities with respect to water, sewer and utilities.

**FINDING:** The site utilities plan as seen on Sheet 2, Dated December 28, 2020 is preliminary and provided for tentative map approval and revised Utility Plan, dated January 20, 2021. A final utilities plan shall be submitted for review and approval by the City Engineer prior to commencement of any construction activities with respect to water, sewer and utilities. Criterion met with the following Condition of Approval.

**Condition of Approval #18:** The utilities plan as seen on Sheet 2, and the January 20, 2021 Utility Plan, are preliminary and for tentative map approval. A final utilities plan, consistent with LDC 9.521, shall be submitted for review and approval by the City Engineer prior to commencement of any construction activities with respect to water, sewer and utilities.

**LDC 9.522 Sewer:**

*(a) All new development must extend and connect to the public sewer system unless specifically approved otherwise as a part of a development approval for parcels exceeding 5 acres in size after division for which the public sewer system is located further than 300 feet from any property line. All sewer line extensions, manholes, required lift stations and related appurtenances shall be installed and paid for by the developer unless the City has approved otherwise as a part of the tentative plan decision process.*

**FINDING:** The applicant is proposing city sewer connection to all lots being proposed. The City has the ability to serve each lot with city sewer service. All water line extensions required for fire hydrants and related appurtenances will be installed and paid for by the developer. See the applicant's revised Utility Plan, dated January 20, 2021.

As outlined in the Resolution List, the applicant will work with the City Engineer with respect to rear-line sewer behind proposed Lots 20-22, the invert grade of South Wetleau Drive extension and the sewer main on the 4<sup>th</sup> Street extension.

*(b) All public sewer system improvements shall comply with Section III of the City's Standards for Public Improvements, dated September 1994. The City may modify those*

*requirements upon a recommendation by the City Engineer in the event of special circumstances.*

**FINDING:** The public sewer system improvements will be installed in accordance with the City's Standard for Public Improvements. All public improvement plans, including improvement for sewer, will be reviewed by the City Engineer before any construction commences.

*(c) Sewer Line Extensions. Sewer collection lines must be extended along the full length of the property's frontage along the right-of-way or to a point identified by the City Administrator as necessary to accommodate likely system expansion.*

*(d) Sewer Plan Approval. All proposed sewer plans and systems must be approved by the City as part of the tentative plan review and approval process.*

*(e) restriction of Development. The City may limit or deny development approvals where a deficiency exists in the sewer system or portion thereof which will not be corrected as a part of the development improvements.*

**FINDING:** Lots 16-31 can and will be connected to city sewer services. Connections either exist nearby or are proposed to adequately provide city sewer service to lots 16-31. As discussed above, the utilities plan has been preliminary approved by the City Engineer for tentative map approval purposes. A final utilities plan will need to be submitted to the City Engineer for final approval before any construction activities with respect to public utilities take place.

**FINDING:** The utilities plan as seen on Sheet 2, dated December 28, 2020, and the revised Utility Plan, dated January 20, 2020 are preliminary and provided for tentative map approval. A final utilities plan shall be submitted for review and approval by the City Engineer prior to any construction activities commence with respect to water, sewer and utilities. The need for a final utilities plan has been conditioned in this staff report.

**LDC 9.523 Utilities.**

*(a) It is the policy of the City to place all utilities underground except as otherwise exempted below. Developers shall make all necessary arrangements with serving utility companies for installation of such utilities.*

*(b) Exceptions. The City may permit overhead utilities as a condition of approval where the Applicant can demonstrate one of the following conditions:*

*(1) Underground utility locations are not feasible.*

*(2) Temporary installations.*

*(3) Major transmission facilities located within rights-of-way or easement*

*(4) Surface mounted structures, substations or facilities requiring above ground locations by the serving utility.*

**FINDING:** All utilities will be placed underground. As outlined in the Resolution List, the

applicant will be extending phone and TV conduits to the boundary of the subdivision, to allow for future extension. Staff is not aware of any exceptions that would preclude the placement of utilities underground. Utilities will be placed in accordance with LDC. Per the applicant's written narrative, staff find the applicant has sufficiently indicated their proposal can meet the requirement that all utilities be placed underground and placed within public right-of-way or in a public utility easement. The applicant will also be providing phase three power conduits within its easements for the eventual construction of a pump station to assist in serving higher elevations with water service. It's expected the City will help in the off-set of some of these costs. Criterion met.

***LDC 9.524 Easements.***

***(a) Easements granting limited use of property for any defined purpose may be approved for any lot or parcel.***

***(b) Access easements may be approved by the City as provided in Section 9.516. The Planning Commission or City Council may require wider access easements if special circumstances exist.***

***(c) Utility easements shall be provided for sewers, water mains and public or private utilities necessary to provide full service to all developments. Land dividers shall show on the Tentative Plan and on the final Plat all easements and shall provide all dedications, covenants, conditions or restrictions with the Supplemental Data submitted for review. Minimum interior utility easements shall be 10 feet wide centered on lot or parcel lines where feasible. A wider easement may be required if multiple utilities will be utilizing the same easement or if topography dictates otherwise. An exterior utility easement adjacent to the public right-of-way will be required if at least five feet of unimproved public right-of-way is not available.***

***(d) Water Courses. If a tract is traversed by a water course such as a drainage way, channel or stream, there shall be provided a storm water easement or drainage right-of-way containing the top of bank, vegetative fringe, and such further width as will be adequate for protection and maintenance purposes. Culverts or other drainage facilities shall be sized to accommodate storm and flood run-off from the entire upstream drainage area at full build out and shall be verified and approved by the City.***

**FINDING:** There is an existing 40-foot access easement running across the subject property that was placed at the time when the adjacent development occurred. This existing 40-foot access easement was intended to serve access to tax lot 200, which contains an existing home. The applicant's proposal includes buildable lots over this existing 40-foot access easement. In discussions with the applicant's surveyor, the applicant will vacate this 40-foot access easement upon construction of the relocated access and private utilizes easement as seen in between lots 25 and 26. This new access easement between lots 25 and 26 will serve tax lot 200 with access. Staff recommend a condition of approval for the applicant to vacate the existing 40-foot access easement before final plat approval.

**FINDING:** As discussed in this staff report, there will be a need for access, utility, and water course/drainage easements. The inclusion of all required easements, as shown on the applicant's preliminary Sheets, where necessary, will be a condition of approval. Easements granting limited

use of a property for any defined purpose, access easements, utility easements, and water courses/drainage easements all shall be shown and recorded on the final plat as with all dedications, covenants, conditions, or restrictions. Utility easements shall conform to the easement standards as listed in LDC 9.524(c). The easements shall be consistent with Lane County recording procedures, ORS 92 and the LDC. Additionally, there is an existing 40-foot access easement running through the property that was a requirement of a previous development. This 40-foot access easement will interfere with homesite development on the proposed lots. As such, the applicant shall vacate this 40-foot access easement and relocate it to the proposed 25-foot access easement between lots 25 and 26. This newly placed access easement between lots 25 and 26 is intended to provide tax lot 200 with access.

**Condition of Approval #19:** Prior to final plat approval, the applicant shall include all easements, dedications, covenants, conditions or restrictions along with any supplemental data for review by the City Administrator or his or her designee. Easements shall be consistent with Lane County recording requirements, ORS 92 and the LDC.

**Condition of Approval #20:** Prior to final plat approval, the applicant shall vacate the existing 40-foot-wide access easement that traverses through the subject property and relocate it to the proposed 25-foot-wide access easement in between lots 25 and 26. This newly placed access easement is intended to serve tax lot 200 with access.

***LDC 9.630 Hillside Development. The purpose of this Section is to provide standards governing development of hillside land within the City to alleviate harmful and damaging effects of on-site erosion, sedimentation, runoff, access issues and to regulate the effects of excavation and grading on hillsides.***

***LDC 9.631 Scope. This Section shall apply to all areas of the City where the slope of the land is 15 percent or greater. In all areas of the City, concurrent with application for a building permit, excavation or fill permit or land division, the applicant shall provide elevation data adequate to determine slope characteristics of the property or portions thereof being developed. If the City determines that the property does have areas of 15 percent slope or greater, then the proposed development shall, in addition to other applicable City ordinances, rules and regulations, also be reviewed for compliance with the requirements of Sections 9.630 through 9.635.***

***LDC 9.632 Hillside Development Standards.***

***(a) General grading. Any grading performed within the boundaries of a hillside development shall be kept to a minimum and shall take into account the environmental characteristics of that property, including but not limited to prominent geological features, existing streambeds, drainage ways, and vegetative cover.***

***(b) Slope stability. Potential slope instability problems such as slip planes, clay layers and dome-shaped bedrock shall be identified. Mitigation measures sufficient to render these areas safe for structures and infrastructure development shall be applied.***

***(c) Building sites. Building sites shall be designed to minimize the need to alter the natural grade during construction of individual buildings. Mass pad grading or continuous***

*terracing of building sites is not allowed. Lot development plans must demonstrate that the lot is large enough to safely accommodate both the planned structure(s) and the needed cuts and/or fills.*

*(d) Retaining walls. Especially on cutbanks, retaining structures are preferred in lieu of larger excavations to minimize the amount of disturbed area. Retaining walls over 4 feet high shall be engineered. Smaller walls shall be constructed in conformance with the soils and geology report recommendations and the engineer's plans. Designs for retaining structures shall give consideration to aesthetics and shall use mitigations such as terracing and/or landscaping plants to reduce the structures' apparent height and mass.*

*(e) Cut and Fill Standards.*

*(1) All cut and fill slopes generally must not exceed a two (horizontal) to one (vertical) ratio. Slopes which are steeper (i.e. 1:1/2 or 1:1) may be conditionally approved by the City upon certification, by a qualified engineer that the slope will remain stable under foreseeable conditions. The certification must delineate any specific stabilization measures deemed necessary by the engineer.*

*(2) Cuts and fills shall be designed to avoid movement or episodic erosion during heavy rains or earthquakes, mechanical overloading of underlying soils and undercutting of adjacent areas. Fills shall be benched as required to provide a proper bond with the existing terrain.*

*(3) Unless proven otherwise by specific soils information to the contrary, cuts shall be presumed to be incapable of revegetation without special treatments, such as importation and retention of topsoil. Plans must be submitted for all cuts in excess of 2 feet deep, showing either a covering for the cut, such as stonework, or a revegetation plan that does not rely on the ability of the exposed subsoil to support plant growth.*

*(f) Revegetation. Earthwork shall be designed so that all disturbed areas will be restored to have at least 6" of topsoil. Revegetation of projects exposing soil shall be aggressively pursued so that bare ground will not be unnecessarily exposed to the weather between November 1 and May 30. Construction schedules shall be drawn up to limit the period of time that soil is exposed and unprotected. The existing vegetative ground cover should not be destroyed, removed, or disturbed more than 15 days prior to grading or construction of required improvements. Soil exposed during the removal or significant disturbance of ground cover vegetation shall be built upon (i.e. covered with gravel, a slab, foundation or other construction), landscaped (i.e. seeded or planted with ground cover) or otherwise protected within 15 days of grading or other pre-development activity. Provided, however, that these restrictions do not apply during the months of June, July, August and September.*

*(g) Modification of Public Street Standards. Street width, grade and alignment, right-of-way width, and sidewalks in hillside areas shall be designed to minimize changes to existing topography and provide adequate access to adjacent properties. Cuts and fills in excess of four feet deep shall be considered significant and should be avoided where feasible. Modifications to established standards, if necessary, to meet these requirements,*

*shall be made as provided below.*

*(1) Street grades may exceed the maximum grade standards of the Lowell Standards for Public Improvements where topographical conditions make it impractical to meet those standards, subject to the following conditions:*

*(A) Driveways and intersections shall not be permitted where street grades exceed 15 percent.*

*(B) Street grades of over 15 percent shall not be permitted for a distance of more than 200 feet in any 600-foot-long section of street.*

*(C) Street grades shall not exceed 20 percent for any distance.*

*(2) Requirements specified in the Lowell Standards for Public Improvements for public right-of-way width, pavement width, and/or installation of sidewalk may be modified where topographical conditions make it impractical to meet those standards, subject to the following conditions:*

*(A) Reduction in public right-of-way width may be made if the proposed right-of-way is large enough to accommodate the street and sidewalk(s), and 5-foot public utility easement is provided on each side of the right-of-way and slope easement is provided where required.*

*(B) Reduction in pavement width to 21 feet may be made for access lanes with less than 250 vehicle trips per day, that are not dead-end, and that will be no parking on one side. For not more than one 200 foot section of street per block, any road may be reduced to 20 feet if the road is not dead-end, will be no parking on both sides along the narrowed portion, and if at least one parking space is provided for each lot taking driveway access from the narrowed portion; said parking shall be within 200 feet of the driveway access. On all other roadways, the City Council may allow the above described pavement width reductions only after consultation with the City Engineer and the local fire official, and upon a finding that the proposed width will provide adequate parking and emergency vehicle access. All no parking areas shall be signed, and curbs shall be painted yellow.*

*(C) All sidewalks shall be a minimum of 5 feet wide. All streets shall have vertical curbs adjacent to sidewalks. For short distances, street-side sidewalks may be relocated to an off-street location that will provide equivalent service, conditional upon right-of-way being available or public access easements being provided. Sidewalks may be approved for only one side of the street for access lanes with less than 250 vehicle trips per day. On all other roadways, the City Council may allow sidewalks on only one side upon a finding that a single sidewalk will provide adequate pedestrian safety.*

*(3) The City may require modification of street improvement construction standards for any portion of proposed street improvements being constructed in areas of special concern identified in the Soils and Geology Report.*

*(h) Storm Drainage. In addition to City-wide storm drainage system development standards contained in Section 9.520, hillside storm drainage systems shall be designed to:*

*(1) Protect cuts, fills, roadways, retaining walls and structures from saturation, slope failure and settling.*

*(2) To anticipate and mitigate the rapid movement of debris into catch basins, and storm water flows bypassing catch basins.*

*(3) Ensure that concentrated storm water is disposed of in a controlled manner does not create significant erosion or adverse effects on downhill properties.*

*(i) Preservation of Trees and Existing Vegetation. Construction shall be done in a manner that avoids unnecessary disruption to vegetation and trees. Temporary protective fencing shall be established around all trees designated for protection prior to the commencement of grading or other soil disturbance. Grade changes and trenching shall not be made within 5 feet of the dripline of such trees without written concurrence from an arborist that such changes will not cause permanent damage to the tree.*

**FINDING (for Section 9.632):** Lots 23, 25, and 26 contain slopes of 15 percent greater. The applicant has submitted preliminary grading and drainages plans as seen on Sheet 3 and 4 (**Attachment C**) and a Geotech Report (see **Attachment I**). The applicant is not proposing to mass grade the lots, the applicant will only grade what is required to build the public improvements and infrastructure. Individual lot grading will occur when development occurs on each respective lot. The applicant will be required to submit final grading plans during the construction phase of the development for review and approval by the City Engineer. The standards listed in the Hillside Development section of the LDC will largely be addressed post tentative map approval, during the construction plan drawing phase of the project. The applicant will be required to submit plans that show conformance with Hillside Development standards on Lots 23, 25 and 26, consistent with the standards as listed in Section 9.632 Hillside Development Standards. All cut and fill slopes must not exceed a two (horizontal to one (vertical) ratio. All proposed cut and fill slopes will be reviewed by the City Engineer for conformance. As allowed for in the LDC, the City Engineer may approve slopes which are steeper, upon certification by a qualified engineer that the slope will remain stable under foreseeable conditions. A Revegetation plan will be required, consistent with subsection (f) of Section 9.632. The Revegetation Plan shall be submitted to the City Administrator for review and approval, the Revegetation Plan may be incorporated into the Improvement Agreement, if necessary. This will be a condition of approval.

**Condition of Approval #21:** Because Hillside Development Standards apply, prior to the commencement of any site preparation, grading, or fill, on lots 23, 25 or 26, the applicant shall submit specific construction plans for review and approval by the City Administrator, or his or her designee. Plans submitted shall be consistent with the Hillside Development Standards listed in LDC 9.632.

**Condition of Approval #22:** As required in the Hillside Development Standards for lots 23, 25 and 26, a Revegetation Plan will be required. This plan may be incorporated into the Improvement Agreement, if necessary. The Revegetation Plan shall conform to the standards as listed in Section 9.632(f).

**LDC. 9.633 Submission Requirements for Land Divisions. When land division application**



is submitted in which all or a portion of the development contain slopes which are 15% or greater, the following additional reports and plans shall be submitted:

*(a) Surveyor's Report. A scale drawing of the property prepared by a licensed surveyor, showing existing topography at two-foot contour intervals, watercourses both permanent and intermittent, and natural physical features such as rock outcroppings, springs and wetlands. Also show the location and dimensions of any existing buildings or structures on the property where the work is to be performed, the location of existing buildings or structures on land of adjacent owners that are within 100 feet of the property.*

**FINDING:** The applicant's surveyor submitted a map showing the above features, including the slope of each lot, sufficient for staff to make findings upon. See **Attachment J**. Criterion met.

*(b) Soils and Geology Report. This report shall be prepared by a suitably experienced and qualified licensed engineering geologist or geotechnical engineer, and shall include the following for each proposed lot and for public right-of-way areas proposed for development which have slopes greater than 15%:*

*(1) Data regarding the subsurface condition of the whole site such as the nature, depth and strength of existing soils, depth to bedrock, location of soft soils, hard stratum, potential slip planes, geological weak zones, clay seams or layers, unconsolidated deposits, and previous grading activities. The report shall also address existing water tables, springs, watercourses and drainage patterns, seismic considerations, and any offsite geologic features or conditions that could impact or be impacted by onsite development. Locations of exploratory boreholes shall take into consideration the terrain and geology of the site instead of following a general grid pattern.*

*(2) Conclusions and recommendations regarding the stability of underlying slopes and of proposed cuts and fills, any remedial or preventative actions that are required, any limitations upon the use of the site, grading procedures, requirements for vegetation preservation and revegetation, special coverings or treatments for areas that cannot be readily revegetated, erosion control methods, drainage systems, setbacks from slopes or other geologic features, foundation and building design, and backfills.*

**FINDING:** Lots 23, 25, and 26 contain slopes of 15 percent or greater. The applicant has submitted a Geotech Report that the City Engineer will use when reviewing site specific construction plans. Criterion met.

*(c) Engineer's Plans. Detailed plans shall be prepared for all proposed public improvements by a suitably qualified licensed civil engineer. Detailed plans for private development on each parcel may also be provided and if provided, will be accepted as required building permit submittals. These plans shall be based upon the findings of the required soils and geology report, and shall include the following information:*

*(1) Infrastructure Plan. A scale drawing plan showing the location and approximate grade of all proposed streets, walkways and alleys, and the location of proposed easements, lots, common areas, parks, open space and other land proposed for dedication to the City. Also*

indicate the locations of utilities such as sewer and water lines.

*(2) Grading Plan. A scale drawing grading plan of the property, showing existing and proposed finished grades at two-foot contour intervals, retaining walls or other slope stabilization measures, cuts and fills, and all other proposed changes to the natural grade. Include cross-sectional diagrams of typical cuts and fills, drawn to scale and indicating depth, extent and approximate volume, and indicating whether and to what extent there will be a net increase or loss of soil.*

*(3) Drainage Plan. Detailed plans and locations of all proposed surface and subsurface drainage devices, catch basins, area drains, dewatering provisions, drainage channels, dams, sediment basins, storage reservoirs, and other protective devices together with a map showing drainage areas, the complete drainage network, including outfall lines and natural drainageways which may be affected by the proposed development, and the estimated run-off of the area(s) served by the drains.*

*(4) Erosion Control Plan. Descriptions and/or drawings of proposed changes to soils and/or existing vegetation on the site; specific methods proposed to restore disturbed topsoil, minimize the identified potential erosion problems, and revegetate areas which will be stripped of existing vegetation; and a schedule showing when each stage of the project will be started and completed, including the total area of soil surface which is to be disturbed during each stage and the length of time soils will be left exposed.*

*(5) Affidavit. The authoring engineer shall include a statement that the plans are consistent with the soils and geology report required by this Section, and with the standards of Section 9.632.*

**FINDING:** Engineer's Plans (1 through 5) will be required following tentative plat approval and shall be submitted for review and approval by the City Administrator or his or her designee, as part of the construction plan drawing process and before issue of building permits. Engineer's Plan submitted by the applicant to the City shall be in conformance with the standards and specifications as cited in LDC 9.633 (c) (1-5).

**FINDING:** The proposal is consistent with these criteria with the condition of approval the applicant shall submit Engineer's Plan 1 through 5. for review and approval by the City Administrator or his or her designee, prior to the issuance of building permits.

**Condition of Approval #23:** Prior to any site preparation, grading or fill, the applicant shall submit for review and approval by the City Administrator or his or her designee, Engineer's Plan, 1 through 5 as indicated in LDC 9.633 (c) (1-5).

*(d) One copy of each individual lot survey, geotechnical report and development engineering plans submitted and approved with the tentative plan shall be filed with the City at the time of submission of the final plat and one copy shall be provided to the purchaser of the individual lot.*

**FINDING:** Consistent with subsection (d) of LDC 9.632, above, upon final plat submittal to the City, the applicant shall include one copy of each individual lot survey, geotechnical report and

development engineering plans. One copy shall be provided to the purchasers of lots that contain 15 percent slopes or greater. The proposal is consistent with this criterion with the condition of approval that:

**Condition of Approval #24:** Prior to final plat approval, the applicant shall submit final copies of each individual lot survey, geotechnical report, and development engineering plans for the City's record keeping purposes.

**Condition of Approval #25:** Prior to the issuance of certificate of occupancy for the proposed residential lots 23, 25 and 26, evidence shall be submitted to the City Administrator that shows compliance with subsection (d) of LDC 9.633 with the purchaser of each respective lot receiving a copy as described above.

***LDC 9.236 Dedication Requirements***

***(a) All lots or parcels of land shown on the final Plat intended for public use shall be offered for dedication to the City at the time the Plat is filed. Exception: Those lots or parcels, or common linear open spaces which are intended for the exclusive use of the owners, their licensees, visitors, tenants or employees; and also excepted are those parcels of land reserved for public acquisition.***

***(b) All streets, pedestrian ways, drainage channels, open spaces, easements and other rights-of-way shown on the final Plat intended for public use shall be offered for dedication for public use at the time the final Plat is filed.***

***(c) All rights of access to and from streets, lots and parcels of land shown on the final Plat intended to be surrendered shall be offered for dedication at the time the final Plat is filed.***

***(d) The land divider shall provide and designate one-foot reserve strips across the ends of stubbed streets adjoining undivided land or along half streets adjoining undivided land. The reserve strip shall be included in the dedication granting to the City the right to control access over the reserve strip to assure the continuation or completion of the street. This reserve strip shall overlay the dedicated street right-of-way.***

**FINDING:** The proposal is consistent with these criteria with the condition of approval the applicant shall submit a final plat in consistent with the dedication requirements as indicated in LDC 9.236. Dedications requirements will be required as part of final plat approval, and prior to final plat approval.

**Condition of Approval #26:** Prior to final plat approval, dedication requirements as contained in LDC 9.236 (Dedication Requirements) shall be met by the applicant.

**LDC 9.805 Improvement Agreement.**

***Before City final approval of a development, site plan or land division, the developer or land divider shall file with the City an agreement between developer or land divider and the City, specifying the period within which required improvements and repairs shall be completed and providing that, if the work is not completed within the period specified, the***

*City may complete the work and recover the full cost and expense, together with court costs and attorney fees necessary to collect said amounts from the developer or land divider. The agreement shall also provide for reimbursement of the City's cost of inspection in accordance with Section 9.801 (f).*

**FINDING:** The requirement, as specified in LDC 9.805, for an agreement between the developer or land divider and the City specifying the period within which required improvements and repairs will be completed, will be a condition of approval, prior to final plat approval. The agreement shall include language consistent with the City completing the work and recovering of full cost and expenses, together with court costs and attorney's fees, if necessary. Criterion met with condition of approval.

**FINDING:** Prior to final plat approval, the applicant and or developer shall enter into an agreement, with the City of Lowell, consistent with the specifications of LDC 9.805, Improvement Agreement. Criterion met as conditioned.

**Condition of Approval #27:** Prior to final plat approval, the applicant and/or developer shall enter into an Improvement Agreement, with the City of Lowell, consistent with the specification of LDC 9.805.

#### **LDC 9.806 Security.**

*(a) The developer or land divider shall file with the agreement, to assure full and faithful performance thereof, one of the following:*

*(1) A surety or performance bond executed by a surety company authorized to transact business in the State of Oregon in a form approved by the City Attorney; or*

*(2) A personal bond co-signed by at least one additional person together with evidence of financial responsibility and resources of those signing the bond sufficient to provide reasonable assurance of ability to proceed in accordance with the agreement to the satisfaction of the City Council; or*

*(3) A cash or negotiable security deposit.*

*(b) Such assurance of full and faithful performance shall be for a sum approved by the City as sufficient to cover the cost of the improvements and repairs, including related engineering and incidental expenses, and to cover the cost of City inspections and other costs.*

*(c) Prior to acceptance of required public improvements, the developer or land divider shall file one of the above listed assurances with the City, in an amount equal to 20% of actual construction costs, as a warranty towards defects in materials and workmanship identified for a period of no less than one year after City acceptance of the public improvements. The City may agree to a longer warranty period in lieu of the above required assurances.*

**FINDING:** Securities in the form of a surety or performance bond, or a personal bond co-signed by at least one additional person together with evidence of financial responsibility or a cash or

negotiable security deposit shall be required of the applicant / developer to ensure public improvements are performing adequately for a period of not less than one year after city acceptance. This will be a condition of approval.

**FINDING:** Securities in the form(s) listed above in LDC 9.806 shall be required to assure performance of public improvements installed by the applicant. Prior to final plat approval, the applicant shall provide the City Administrator evidence showing that the requirements as listed in LDC 9.806 are satisfied and an agreement has been reached between the applicant and the City. Criterion met as conditioned.

**Condition of Approval #28:** Prior to final plat approval, the applicant shall provide the City Administrator evidence showing that the requirements as listed in LDC 9.806 are satisfied and an security agreement has been reached between the applicant and the City.

***LDC 9.807 Noncompliance Provisions.***

***(a) If the developer or land divider fails to carry out provisions of the agreement, the City shall provide written notice to the developer or land divider and the surety specifying the details of noncompliance. Unless the City allows more time for compliance because of circumstances beyond the developer or land divider's control, within 30 days after receiving the notice, the developer or land divider or the surety shall commence compliance and proceed diligently to comply with the agreement.***

***(b) If the developer or land divider or the surety does not begin compliance within the 30 days or the additional time allowed by the City, or compliance is not completed within the time specified in granting the land division approval, the City may take the following action:***

***(1) Notify the developer or land divider and the surety of the developer or land divider's failure to perform as required by this Code and the agreement.***

***(2) Demand payment from the developer or land divider or the developer or land divider's surety for the unfulfilled obligation.***

***(3) Enter upon the site and carry out the obligation in accordance with the provisions of the approval and agreement.***

***(4) If the security for the obligation is a performance bond, notify the surety that reimbursement for City expenses for fulfillment of the obligation is due and payable to the City. If the security is a deposit of cash or other assets, appropriate as much of the deposit as is necessary to recoup City expenses.***

***(5) Void all approvals granted in reliance on the agreement.***

***(c) If the bond or other required security is not sufficient to compensate the City for expenses incurred to fulfill the obligation, the amount due to the City for the obligation is a lien in favor of the City upon the entire contiguous real property of the owner of the land subject to the obligation.***

*(d) The lien attaches upon the filing with the City Recorder of notice-of the claim for the amount due for the fulfillment of the obligation. The notice shall demand the amount due, allege the insufficiency of the bond or other security to compensate the City fully for the expense of the fulfillment of the obligation, and allege the developer or land divider's failure to fulfill the required obligation.*

*(e) The lien may be foreclosed in the manner prescribed by law for foreclosing other liens on real property.*

*(f) The remedies set forth for non-compliance are cumulative. In addition to the remedies set forth above, non-compliance by the developer or his surety with any term of a performance guarantee shall entitle the City to pursue any civil remedy permitted by law.*

**FINDING:** In the event the developer or land divider cannot fulfill its obligation, as provided for in LDC 9.807, the City has the authority to commence the securities provision of LDC 9.806 or enter upon the site and carry out the obligation in accordance with provision of the approval and agreement. In such events, the City will work closely with the City Attorney to initiate proceedings, if necessary. Criterion met as discussed.

*LDC 9.231 Submission Requirements. Within 18 months after approval of the Tentative Plan, the land divider shall cause the land division to be surveyed and a Plat prepared and submitted to the City for approval. This time period may be extended for up to one year upon the approval of the Deciding Authority. The Plat shall be in conformance with the approved tentative Plan. All public improvements required by the tentative plan approval must be completed and accepted prior to the City's approval of the Plat, unless the applicant provides security to assure public improvements will be completed. If the land divider fails to submit the Plat for approval within 18 months or as extended, he must reapply for approval and resubmit the Tentative Plan with any revision necessary to comply with changed conditions.*

**FINDING** Within 18 months after approval of the Tentative Plan, the land divider shall cause the land division to be surveyed and a plat prepared and submitted to the City for approval. This time period may be extended for up to one (1) year upon the approval of the Deciding Authority, in the case of a subdivision, the Deciding Authority shall be City Council. All public improvements required by the tentative plan approval must be completed and accepted prior to the City's approval of the final plat. If the land divider fails to submit the final plat for approval within 18 months or as extended, they must reapply for approval and resubmit the tentative plan with any revision necessary to comply with and changed conditions. The tentative plat approval will expire 18 months after final City tentative approval or as extended, by the Deciding Authority. Criterion met as discussed.

**5. Consistency with applicable Comprehensive Plan policies.**

*Housing Need Policy (c) 4. The City shall insure that residential development is supported by the timely and efficient extension of public facilities and services.*

**FINDING:** The timely and efficient extension of public facilities and services can readily be supplied. The proposed subdivision is the next logical extension of the existing subdivision immediately to the west. The two dead-ends of Wetleau Drive can be further extended for future development, as called for in the Lowell Master Road Plan and Map. The proposal is consistent with the timely and efficient extension of public facilities and services.

*Housing Need Policy (c) 5. The City shall continue to support increased residential development while also encouraging businesses and commercial activities that support residential community needs.*

**FINDING:** The City is continuing to support residential growth because the addition of a 17-lot single family residential home development has the ability to attract more people that wish to live and work in Lowell, thereby, spurring the chance for increased business and commercial activity. The proposal is consistent with Housing Need Policy (c) 5.

*Development Constraints (c) (1) Topography and Slope.*

**FINDING:** The Lowell Comprehensive Plan lists topography and slope as a development constraint. As such, Lowell adopted specific Hillside Development Standards that developers shall adhere to in the event development occurs on slopes of 15 percent or greater. As contained in this staff report and associated findings and conditions of approval. Hillside Development standards apply and will be enforced by the City. The proposal as conditioned is consistent with addressing the development constraints of topography and slope.

*Development Constraints (c) (2) Soils & Geology/Landslide Hazards.*

**FINDING:** The City has no comprehensive geological study related to the potential for landslide hazards as a result of additional development. As such the City is unable to quantify the extended of landslide hazard development constraints. However, as included in the Hillside Development Standards of the LDC and the reports required for development in areas that quantify as hillside development, the City does require a Soils and Geology Report, which has been completed by the applicant.

## 6. Recommendation

As discussed, and conditioned in this staff report, staff recommend the **CITY COUNCIL** accept Planning Commission's recommendation for **APPROVAL** for a tentative plat for a 16-lot single family home subdivision.

## 7. Conditions of Approval

**Staff have included a running list of all condition approval applicable to this proposal:**

**Condition of Approval #1:** A final grading plan shall be submitted to the City Engineer for review and approval, prior to earth-moving activities. The grading plan shall conform to the grading standards are listed in Section 9.527 GRADING and Lowell Ordinance 227, Section 2, Excavation and Grading Building Code.

tentative map approval. A final utilities plan, consistent with LDC 9.521, shall be submitted for review and approval by the City Engineer prior to commencement of any construction activities with respect to water, sewer and utilities.

**Condition of Approval #19:** Prior to final plat approval, the applicant shall include all easements, dedications, covenants, conditions or restrictions along with any supplemental data for review by the City Administrator or his or her designee. Easements shall be consistent with Lane County recording requirements, ORS 92 and the LDC.

**Condition of Approval #20:** Prior to final plat approval, the applicant shall vacate the existing 40-foot-wide access easement that traverses through the subject property and relocate it to the proposed 25-foot-wide access easement in between lots 25 and 26. This newly placed access easement is intended to serve tax lot 200 with access.

**Condition of Approval #21:** Because Hillside Development Standards apply, prior to the commencement of any site preparation, grading, or fill, on lots 23, 25 or 26, the applicant shall submit specific construction plans for review and approval by the City Administrator, or his or her designee. Plans submitted shall be consistent with the Hillside Development Standards listed in LDC 9.632.

**Condition of Approval #22:** As required in the Hillside Development Standards for lots 23, 25 and 26, a Revegetation Plan will be required. This plan may be incorporated into the Improvement Agreement, if necessary. The Revegetation Plan shall conform to the standards as listed in Section 9.632(f).

**Condition of Approval #23:** Prior to any site preparation, grading or fill, the applicant shall submit for review and approval by the City Administrator or his or her designee, Engineer's Plan, 1 through 5 as indicated in LDC 9.633 (c) (1-5).

**Condition of Approval #24:** Prior to final plat approval, the applicant shall submit final copies of each individual lot survey, geotechnical report, and development engineering plans for the City's record keeping purposes.

**Condition of Approval #25:** Prior to the issuance of certificate of occupancy for the proposed residential lots 23, 25 and 26, evidence shall be submitted to the City Administrator that shows compliance with subsection (d) of LDC 9.633 with the purchaser of each respective lot receiving a copy as described above.

**Condition of Approval #26:** Prior to final plat approval, dedication requirements as contained in LDC 9.236 (Dedication Requirements) shall be met by the applicant.

**Condition of Approval #27:** Prior to final plat approval, the applicant and/or developer shall enter into an Improvement Agreement, with the City of Lowell, consistent with the specification of LDC 9.805.

**Condition of Approval #28:** Prior to final plat approval, the applicant shall provide the City Administrator evidence showing that the requirements as listed in LDC 9.806 are satisfied and an security agreement has been reached between the applicant and the City.



**Condition of Approval #29:** In the process of completeness review and further discussions with the applicant, there are several items that remain to be reviewed and approved by the City Engineer. Between the City, City Engineer and the applicant it was determined the items could be discussed, reviewed and approved during the construction drawing phase, as they relate to more engineering specifics. The City Engineer has indicated to staff they have no direct concerns with the proposed subdivision going through the approval process and receiving tentative approval.

The City Engineer's comments that need to be addressed, prior to the commencement of construction activities or earth-moving activities are contained in **Attachment H** and dated July 10, 2019, and December 29, 2020. For purposes of final plat approval, the City will consider this condition satisfied by written communication from the City Engineer that all engineering related items have been sufficiently addressed by the applicant's engineering team. Where engineering standards are included as approval criteria for a subdivision, staff have adequately stated and addressed those standards and found the standards to be feasible for the applicant to meet on a preliminary basis and thus can delegate final review and approval to the City Engineer.

**Condition of Approval #30:** Prior to final plat approval, applicant shall install electrical conduits for three phase power from the nearest three phase power source as directed by Lane Electric Co-operative and the City Engineer, to a location on the common boundary of the southernmost portion of Wetleau Drive and Map 19-01-11, Tax Lot 403. If such conduit is not located within the relocated 4th Street right-of-way, a utility easement will be provided and recorded on the final plat. The City of Lowell, as a qualifying public improvement, shall reimburse the applicant or offsets the costs, with a reduction or waiver of SDC fees or other agreement reached between the City and the applicant, associated with the installation three phase power. The details of such agreement and the financial terms shall be spelled out in the development agreement and signed by the applicant and the City Administrator.

**Condition of Approval #31:** The Resolution List, submitted by the applicant's representative, Dated January 6, 2021, is a list of issues the applicant agrees to address. The issues shall be addressed and implemented by the applicant, prior to final plat approval. **The issues contained in the Resolution List are subject to review, modification, and approval of the City Engineer.** The three-phase power condition listed in the Resolution List is already incorporated into these findings as Condition of Approval #30, which shall be the operating condition on this matter.

## 8. Informational items

- Appropriate permits to perform work within City of Lowell rights-of-way will have to be obtained by the property owner/applicant/contractor before any work in public rights-of-way can be undertaken. For questions related to performing work within City rights of way, please contact the Lowell Public Works department at 541-937-2776.

## **9. Attachments**

**Attachment A: Initial Application and Supplemental Materials**

**Attachment B: Tentative Subdivision Map, Dated December 3, 2020**

**Attachment C: Old Sheets 1 through 12, Dated June 5, 2019, includes drainage study**

**Attachment D: Initial DSL Wetland Response**

**Attachment E: Previous Comment Regarding Turnarounds**

**Attachment F: Previous Comment Regarding Fire Standards for Turnarounds**

**Attachment G: Timeline Extensions Granted to the City**

**Attachment H: City Engineer's Comments That Need to be Addressed, Dated July 10, 2019 and December 28, 2020 and general comments dated September 14, 2020.**

**Attachment I: Applicant's GeoTech Report**

**Attachment J: Map Showing Slopes**

**Attachment K: Referral Comments from Lane County and LRFPD**

**Attachment M: Public Comments Received**

**Attachment O: Wetland Delineation Report**

**Attachment P: Applicant's Engineer's addressing Mia Nelson Comments and Steep Slope Letter and Re-aligned street map, submitted on November 4, 2020**

**Attachment Q: Utility Plan – Sheet 2, Dated December 28, 2020**

**Attachment R: Revised Utility Plan, Dated January 20, 2021**

**Attachment S: Resolution List, Submitted by Applicant's Representative on January 6, 2021**

**Attachment T: Planning Commission's Recommendation for Approval**

**10. Approval and appeal**

The City of Lowell City Council held a public hearing on the proposal for the **Sunset Hills Subdivision (FILE NO. 2019 04) on February 16, 2021** and made a motion to **approve** to the proposal based on the findings, conclusions and recommendations as contained in the staff report. Motion passed.

The City has taken final action on this application and is appealable to the Land Use Board of Appeals (LUBA), pursuant to state law. Concerned parties should consult an independent attorney to file an appeal to LUBA and are encouraged to visit <https://www.oregon.gov/LUBA/pages/index.aspx> for more information.



**Mr. Don Bennett, Mayor**

2-16-21

**Date**

## EXHIBIT B

January 6, 2021

To: Lowell Planning Commission

From: Mike Reeder, Attorney for Bahen Investment Group, LCC Investments  
(Applicant)  
Mia Nelson (Participant & neighboring property owner)

Re: Sunset Hills joint statement & proposal for resolution

Below are the issues that were not resolved via the most recent utility plan revision.

Applicant agrees to address these issues as described below, via submission of a revised utility plan while the record remains open.

Mia Nelson agrees to support the proposal if these issues are so resolved.

### STREETS

**1. Southern Wetleau Drive centerline finished grade** – Applicant will provide a revised centerline profile to confirm that the centerline grade is rising to the south at 0.5% slope and ending at 862.0 to 862.5 feet elevation at the property line, or an alternate slope and grade as agreed to by the parties.

**2. 4<sup>th</sup> Street extension** – Applicant will improve this section to the eastern subdivision boundary with 21' wide pavement, curbs and sidewalks. Sidewalks will be on the north side only, and will be deferred to the time of home construction. Street width reduction to 21' with sidewalks on only one side is per LDC 9.632(g)(2), and is necessary to mitigate steep slope effects.

### SANITARY SEWER

**1. Rear-line sewer behind Lots 20-22** – This was formerly an 8" main line but the location was not accessible to the city and so was rejected. It is now shown as two individual 4" lines for Lot 21 and Lot 22. If this is done, the three future lots to the north will have to use individual sewage pumps, since there's a steep gully to the north that would prevent sewerage from the other direction. The parties will work with the city engineer to determine the best course of action: either a) an extendible 8" main line that is located to be accessible to the city, or b) individual 4" lines for Lot 21 and Lot 22, and the planned use of sewage pumps for the three future lots to the north.

**2. South Wetleau Drive extension** – Applicant will lower the invert grade at the property line to be no higher than 855.0 feet elevation.

**3. 4<sup>th</sup> Street extension** – Applicant will extend an 8" sewer main east up the 4<sup>th</sup> Street stub to the eastern subdivision boundary.

## **WATER**

1. **North & South Wetleau Drive extensions** – Applicant will confirm that water lines will end in restrained 10” gate valves to permit future extension.

2. **Fire hydrants** – Applicant will add two hydrants - one at each end of Wetleau Drive.

## **E, T & TV**

1. **North & South Wetleau extensions** – Applicant will extend conduits for power, phone and TV to the subdivision boundaries, to allow future extension.

2. **4<sup>th</sup> Street extension** - Applicant will extend conduits for power, phone and TV up the 4<sup>th</sup> Street stub, up to the eastern subdivision boundary, to allow future extension.

3. **Three phase conduits** - Applicant will bring three-phase conduits to the southern boundary of Wetleau Drive to enable the future high level water booster pump station to be built, and will accept this condition of approval (“\$X,000” cost reimbursement to be determined by the city):

Condition of approval: Prior to final plat approval, Applicant shall install electrical conduits for three phase power from the nearest available three phase power source as directed by Lane Electric Co-operative, to a location on the common boundary of the southernmost portion of Wetleau Drive and Map 19-01-11, Taxlot 403. If such conduit is not located within the relocated 4th Street right-of-way, a utility easement will be provided and recorded with the final plat. As a qualifying public improvement under Ordinance 234, the City will reimburse the applicant in an amount not to exceed \$X,000 from retained Water System SDC fees, within 30 days of the final plat approval or installation, inspection and acceptance of the conduit by Lane Electric, whichever comes later.

## **STORM**

1. **4<sup>th</sup> Street extension** – Applicant will extend a 12” storm main up the 4<sup>th</sup> Street stub to the eastern boundary, unless the parties, in coordination with the city engineer, develop an alternate road alignment that permits the natural drainageway to be retained and used for storm drainage.

**EXHIBIT C**

## Sec. 3.410. - Credits.

- (a) A permittee is eligible for credit against the system development charge for constructing a qualified capital improvement. A qualified capital improvement means one that meets all of the following criteria:
- (1) Is required as a condition of development approval by the City Council; and
  - (2) Is identified in the adopted System Development Charge Fund Project Plan; and
  - (3) Is (i) not located within or contiguous to the property or parcel that is subject to development approval; or Is (ii) not located in whole or in part on, or contiguous to, property that is the subject of development approval and required to be built larger or with greater capacity than is necessary for the particular development project to which the improvement fee is related.
  - (4) This credit shall be only for the improvement fee charged for the type of improvement being constructed. Credit under this section may be granted only for the cost of that portion of the improvement that exceeds the facility size or capacity needed to serve the development project.
- (b) Applying the adopted methodology, the City may grant a credit against the improvement charge for capital facilities provided as part of the development that reduces the development's demand upon existing capital improvements or the need for further capital improvements or that would otherwise have to be constructed at City expense under the then existing City Council policies.
- (c) When the construction of a qualified public improvement gives rise to a credit amount greater than the improvement fee that would otherwise be levied against the project receiving development approval, the excess credit may be applied against improvement fees that accrue in subsequent phases of the original development project.
- (d) All credit requests must be in writing and filed with the City before the issuance of a building permit. Improvement acceptance shall be in accordance with the usual and customary practices, procedures and standards of the City of Lowell . The amount of any credit shall be determined by the City and based upon the subject improvement construction contract documents, or other appropriate information, provided by the applicant for the credit. Upon a finding by the City that the contract amounts exceed prevailing market rate for a similar project, the credit shall be based upon market rates. The City shall provide the applicant with a credit on a form provided by the City. The credit shall state the actual dollar amount that may be applied against any system development charge imposed against the subject property. The applicant has the burden of demonstrating qualification for a credit.
- (e) Credits shall be apportioned against the property which was subject to the requirements to construct an improvement eligible for credit. Unless otherwise requested, apportionment against lots or parcels constituting the property shall be proportionate to the anticipated public facility service requirements generated by the respective lots or parcels. Upon written application to the

City, however, credits shall be reapportioned from any lot or parcel to any other lot or parcel within the confines of the property originally eligible for the credit. Reapportionment shall be noted on the original credit form retained by the City.

- (f) Any credits are assignable; however, they shall apply only to that property subject to the original condition for land use approval upon which the credit is based or any partitioned or subdivided parcel or lots of such property to which the credit has been apportioned. Credits shall only apply against system development charges, are limited to the amount of the fee attributable to the development of the specific lot or parcel for which the credit is sought and shall not be a basis for any refund.
- (g) Any credit request must be submitted before the issuance of a building permit. The applicant is responsible for presentation of any credit and no credit shall be considered after issuance of a building permit.
- (h) Credits shall be used by the applicant within ten years of their issuance by the City.

# Agenda Item Sheet

## City of Lowell City Council

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

### Item title/recommended action:

Motion to authorize the City Administrator to terminate the "Exclusive Authorization of Sale" agreement with Campbell Commercial Real Estate for the sale of 8 N. Hyland Street.

### Justification or background:

At your August 17, 2021 meeting, you approved an "Exclusive Authorization of Sale" agreement with Campbell Commercial Real Estate for the sale of 8 N Hyland. The broker representing the City in this transaction, Suzanne Kintzley, has informed the City that she would like to make an offer on this property in her personal capacity. Both staff and the broker have agreed that it would be best to terminate the sale agreement. Staff are requesting City Council approval to authorize the City Administrator to negotiate and sign the paperwork needed to terminate the sale agreement. Afterwards, staff's recommendations for next steps are first to obtain an appraisal on the property. Next, we should determine with our legal counsel if it is feasible for the City to sell the property using a "for sale by owner method." If so, we will advertise the property for a period of time and receive offers from any interested party, including Kintzley. Then, we will present the received offers to City Council, hold a public hearing on the sale, then complete the closing documents.

### Budget impact:

N/A

### Department or Council sponsor:

Administration

### Attachments:

N/A

|               |            |
|---------------|------------|
| Meeting date: | 02/15/2022 |
|---------------|------------|



# Agenda Item Sheet

## City of Lowell City Council

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Type of item:

Resolution

Item title/recommended action:

Motion to approve Resolution #776, "A resolution accepting a real property donation and authorizing the city administrator to administer the acceptance of the real proper-ty."

Justification or background:

On April 29, 2020, City Council approved the McDougal application for the Crestview Estates Subdivision. Approval of the Crestview Estates Subdivision required the construction of a detention pond to handle storm water runoff. The City's approval of the subdivision also stipulated that the detention pond must be relinquished to the City for ownership and maintenance. To formally accept the public dedication of the property on which the stormwater detention pond is located, staff are requesting that City Council approve Resolution 776. The developer's title company has informed staff that the deed is ready for the City's signature. Upon approval of this resolution, the City Administrator will sign the paperwork needed to complete the property transfer.

Budget impact:

N/A

Department or Council sponsor:

Planning Commission

Attachments:

Resolution #776.

Meeting date:

02/15/2022

**CITY OF LOWELL, OREGON**

**RESOLUTION #776**

**A RESOLUTION ACCEPTING A REAL PROPERTY DONATION  
AND AUTHORIZING THE CITY ADMINISTRATOR TO ADMIN-  
ISTER THE ACCEPTANCE OF THE REAL PROPERTY.**

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**WHEREAS**, on April 29, 2020, the Lowell City Council approved the McDougal application for the Crestview Estates Subdivision on Tax Lot 501, Assessor's Map 19-01-11-00; and

**WHEREAS**, the approval of the Crestview Estates Subdivision required the construction of a detention pond to handle storm water runoff; and

**WHEREAS**, the City's approval of the subdivision recognized that the detention pond was to be designed to be turned over to the City for ownership and maintenance; and

**WHEREAS**, the detention pond developed to serve the subdivision, was constructed on Lot 27, approximately 46,896 square feet in area, identified as Tract A on the Crestview Estates Subdivision Plat; and

**WHEREAS**, the owner of the Crestview Estates Subdivision has indicated an intention to dedicate the detention pond, and the lot upon which it exists, to the City of Lowell.

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

**Section 1.** The City Council for the City of Lowell accepts the dedication of Lot 27, identified as Tract A of the Crestview Estates Subdivision Plat, for the purpose of owning and maintaining a storm water detention pond and other legal uses not in conflict with that purpose.

**Section 2.** The City Administrator is hereby authorized to execute the deed transferring ownership of the real property to the City and otherwise oversee the acceptance of the Lot 27, identified as Tract A of the Crestview Estates Subdivision Plat.

**Section 3.** The deed to Tract A of the Crestview Estates Subdivision Plat is attached and is incorporated by reference into this Resolution.

**Adopted by the City Council of the City of Lowell this \_\_ day of \_\_\_\_, 2022.**

AYES \_\_\_\_

NOES \_\_\_\_

**Approved:** \_\_\_\_\_

Don Bennett

Mayor

**Attest:** \_\_\_\_\_

Jeremy Caudle

City Administrator

# Agenda Item Sheet

## City of Lowell City Council

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Type of item:

Report

**Item title/recommended action:**

Receive recommendation on the approval of a "Community Shade Tree Program" for Paul Fisher Park. – Discussion/Possible action

Presenter: Hall O'Regan, Committee Chair

Recommended motion: "I move to approve the 'Community Shade Tree Program' for Paul Fisher Park, as recommended by the Parks and Recreation Committee."

**Justification or background:**

At its February 3, 2022 meeting, the Parks and Recreation Committee voted to recommend that City Council approve a "Community Shade Tree Program" as outlined in the included "Recommendation Sheet." This item is presented for City Council review. The Parks and Recreation Committee is requesting a motion from City Council to approve the "Community Shade Tree Program" as presented.

**Budget impact:**

To plan all 18 trees at Paul Fisher Park, estimated expenditure of \$10,800, to be funded 100% by donations.

**Department or Council sponsor:**

Parks and Recreation Committee

**Attachments:**

Committee recommendation sheet; recommended tree plan; tree planting specifications.

Meeting date:

02/15/2022

# City Council Recommendation Sheet

City of Lowell Parks and Recreation Committee

|               |                               |
|---------------|-------------------------------|
| Type of item: | Tree planting and maintenance |
|---------------|-------------------------------|

Item title/recommended action:

That City Council approve a "Community Shade Tree Program" for Paul Fisher Park, based on the following parameters:

- (1) The program is to be 100% funded by donations. The cost to buy a tree will be based on the average cost for a landscaping firm to purchase and plant the tree. Trees should be planted 6 at a time, or whatever is cost-effective, until all planned trees are planted. Trees should be planted first in the playground area. The Parks Committee estimates that the cost for a professional landscaper to purchase and plant the trees is \$400 to \$600 per tree.
- (2) On the tree plan that Dougherty Landscape Architects, add 8 additional trees as follows near the picnic shelter and playground. The additional trees will consist of 2 golden desert ash, 2 autumn purple ash, 1 autumn blaze maple, and 3 dogwood.
- (3) The species selected for all trees to be planted are autumn blaze maple, autumn purple ash, golden desert ash, and dogwood. The attached Exhibit A shows the location and species of trees to be planted.
- (4) A professional landscaper should purchase and plant the trees. The trees should be a minimum 2 inch caliper and should be planted according to the attached specifications in Exhibit B.
- (5) Community members who purchase a tree are entitled to place a memorial plaque, at their expense, at their purchased tree. The Parks Committee will develop design requirements at a later meeting and will review and approve plaques prior to their installation.
- (6) The Parks Committee members will take the lead in marketing the program and soliciting donations from the community.

Signed: Hall R. O'Regan  
Parks and Recreation Committee





Attest: J. Audette  
City Recorder

|               |            |
|---------------|------------|
| Meeting date: | 02/03/2022 |
|---------------|------------|

|           |     |    |
|-----------|-----|----|
| Approved: | 4   | 0  |
|           | Yes | No |

Paul Fisher Park

# LEGEND

-  ~~Acer freemanii - Autumn Blaze Maple~~  
OR ~~Acer rubra 'Red Sunset' - Red Sunset Maple~~
-  ~~Fraxinus Americana 'Autumn Purple' Ash~~
-  ~~Nyssa sylvatica 'Willow' - Black Tupelo~~  
OR ~~Fraxinus exoniifolia 'Aurea' - Golden~~  
~~Beech + Ash~~
-  ~~Cornus Florida - Dogwood~~  
OR ~~Cercis canadensis 'Forest Pansy' - Forest Pansy Red bud~~

Donated

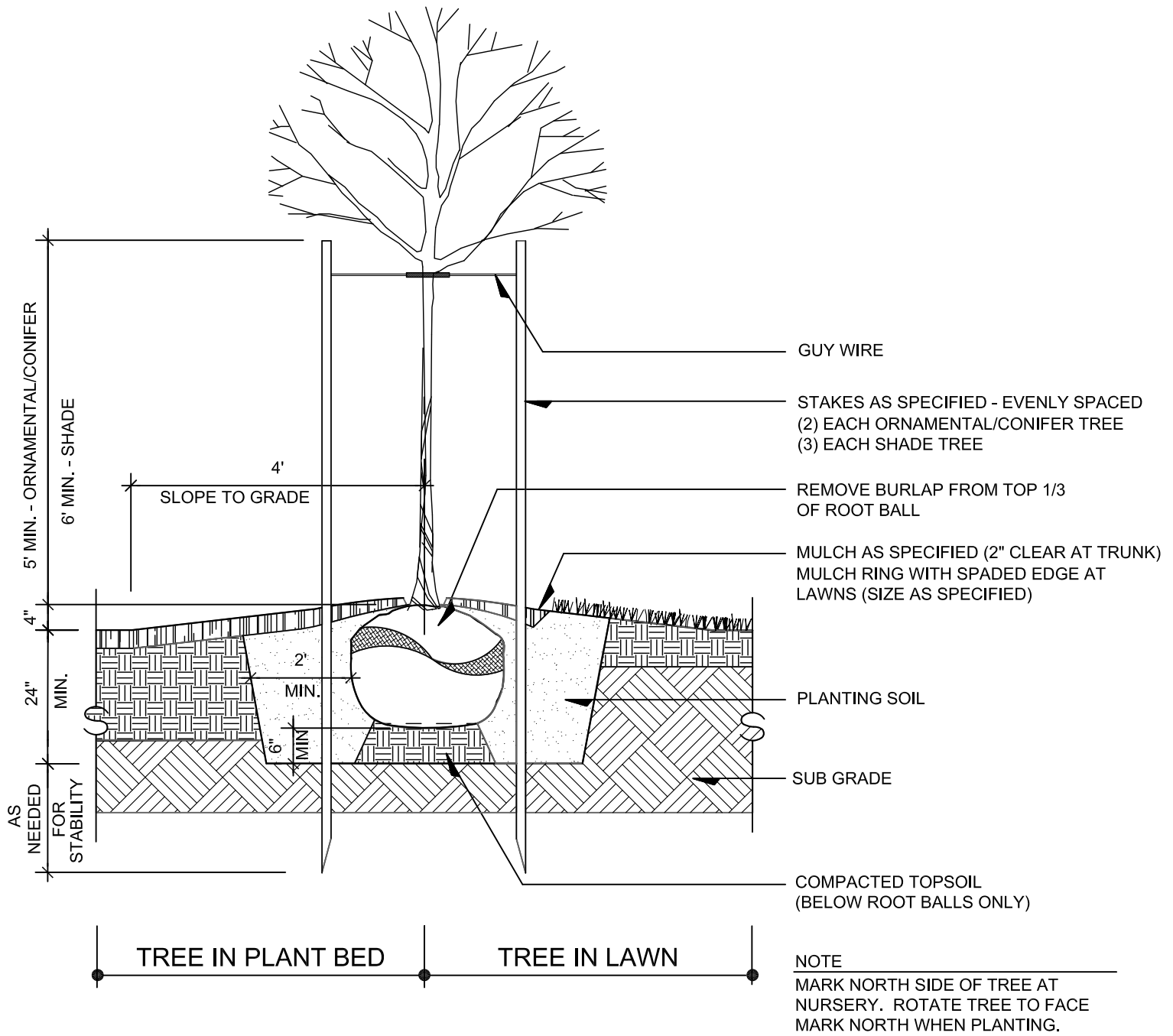
## TREE PLAN

Paul Fisher Park

10.12.2021  
NTS



N



1  
LA-1

TYPICAL TREE PLANTING (WITH LAWN)

SECTION

SCALE: 1/2" = 1'-0"

# Agenda Item Sheet

## City of Lowell City Council

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|               |              |
|---------------|--------------|
| Type of item: | Appointments |
|---------------|--------------|

### Item title/recommended action:

Receive recommendation on the appointment of Shannon Fassbender to the Parks and Recreation Committee. – Discussion/Possible action  
Presenter: Hall O'Regan, Committee Chair  
Recommended motion: "I move to appoint Shannon Fassbender to the Parks and Recreation Committee."

### Justification or background:

The Parks and Recreation Committee has 1 vacancy. Staff solicited applications for the vacant seat in "The Bridge." In response, staff received 3 applications for the vacancy. At its February 3, 2022 meeting, the Parks and Recreation Committee interviewed the 3 applicants. Afterwards, the Committee voted 4-0 to recommend that City Council appoint Shannon Fassbender to the committee. Fassbender's application is included for information.

### Budget impact:

N/A

### Department or Council sponsor:

Parks and Recreation Committee

### Attachments:

Application from Shannon Fassbender.

|               |            |
|---------------|------------|
| Meeting date: | 02/15/2022 |
|---------------|------------|





**VOLUNTEER APPLICATION**  
BOARDS, COMMISSIONS, AND COMMITTEES

| Contact Information  |                    |
|----------------------|--------------------|
| Name:                | Shannon Fassbender |
| Street Address:      |                    |
| Mailing Address:     |                    |
| City/State/Zip Code: |                    |
| Home Phone:          |                    |
| Work Phone:          |                    |
| E-Mail Address:      |                    |

| Background                    |   |
|-------------------------------|---|
| Years of Residence in Lowell: | 5 years   |
| Place of Employment:          | Lowell School District  |
| Occupation:                   | Secretary   |
| Educational Background:       | Associates degree in Healthcare Administration.   |
| Prior Civic Activities:       | Put on Christmas Parade, trunk or treats, graduation parade, and hall of fame dinner for Lowell alumni. |

**Boards, Commissions, or Committees of Interest**

Please check all of the following Boards, Commissions, or Committees that interest you:

- City Council
- Budget Committee
- Planning Commission
- Parks and Recreation Committee
- Economic Development Committee
- Library Committee
- Blackberry Jam Festival Committee
- Other short-term task groups

### Special Skills or Qualifications

Summarize any special training, skills or experience you may have pertinent to the Board, Commission, or Committee to which you are applying.

I am great at planning events. I have planned & run the Trunk or Treat event for the last 2 years. I have planned & ran the Christmas & graduation parade for the last 2 years. I also do all the donations & decorating for the hall of fame dinner for the Lowell alumni.

### Motivation

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

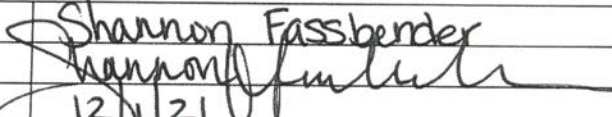
I would love to join the park & rec committee to help with ideas for more community involvement. I also am raising 4 kids in this community & want to provide a safe & enjoyable community. Also working at the school I often hear what the kids want in Lowell.

### Special Notice

Please be advised that members of the City Council and Planning Commission are required to file an annual **Statement of Economic Interest** with the State of Oregon.

### Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

|                |  |
|----------------|--|
| Name (printed) | Shannon Fassbender   |
| Signature      |  |
| Date           | 12/21  |

### Our Policy

It is the policy of the City of Lowell to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability. The City of Lowell accepts applications from potential volunteers throughout the year and will hold applications until vacancies exist on specific boards, commissions, or committees. Thank you for completing this application form and for your interest in volunteering with us.

### Applications may be submitted by mail, in person, or email to:

City of Lowell  
P.O. Box 490  
107 East Third Street  
Lowell, OR 97452  
[volunteer@ci.lowell.or.us](mailto:volunteer@ci.lowell.or.us)