

INTERGOVERNMENTAL AGREEMENT

Code Assistance for the City of Lowell

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”), and City of Lowell (“City” or “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.
4. By authority granted in 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. ODOT intends to enter into Agreement #34279 with Lane Council of Governments for the Project that benefits the City.
6. 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 Project Manager” means the individual designated by City as its project manager for the Project.

- B. “ODOT’s Contract Administrator” means the individual designated by ODOT to be its contract administrator for this Agreement.
- C. “Project” means the project described in Exhibit A.
- D. “Termination Date” has the meaning set forth in Section 2.A below.
- E. “Work Product” has the meaning set forth in Section 4.I 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 August 31, 2021 (“Termination Date”).

SECTION 3. CITY’S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

- A. City represents and warrants to ODOT as follows:
 - 1. 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 the organizational documents of City.
 - 4. This Agreement has been executed and delivered by an authorized officer(s) of City and constitutes the legal, valid and binding obligation of City enforceable against it in accordance with its terms.
 - 5. The authorization, execution and delivery of this Agreement by City, 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 City or its property is bound.

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

B. City 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 4. GENERAL COVENANTS OF CITY

A. 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 Lane Council of Governments.

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

C. City shall perform such work identified in Exhibit A as City's 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. City 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 City, 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. City 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. City agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, City 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. City 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, City 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. City shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City shall maintain any other records pertinent to this Agreement in such a manner as to clearly document City's performance. City 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 fiscal records and other books, documents, papers, plans, and writings of City that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

City 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. To the extent it has any rights in the Work Product granted to it pursuant to Agreement #34279, ODOT hereby grants to City a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

SECTION 5. RESERVED.

SECTION 6. ODOT'S REPRESENTATIONS AND COVENANTS

A. ODOT certifies that, at the time this Agreement is executed, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this Agreement within the appropriation or limitation of its current biennial budget.

B. 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, the monitoring of Lane Council of Government's work, and the review and approval of Lane Council of Government'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 City, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

A. City fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in Exhibit A, 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. Lane Council of Governments fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement or Agreement #34279, including any extensions thereof, 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.

C. 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.

D. 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 on Agreement #34279.

In the case of termination pursuant to A, B, C or D 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 City at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either 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 City 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 4(H), 4(I), 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. The 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) c) Notwithstanding Section 8.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 8.E(b)(3c) 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 8.E(b)(3c) 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 arbitration) to resolve the dispute short of litigation.

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and Agreement #34279. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

G. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

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: _____

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____
Jerri Bohard, Division Administrator or
designee
Policy, Data & Analysis Division

Date: _____

**EXHIBIT A
STATEMENT OF WORK**

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

CONTACTS

Project Management Team

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

State Contacts

Oregon Department of Transportation Regional Planner	
Bill Johnston Oregon Department of Transportation, Region 2 2080 Laura Street	bill.w.johnston@odot.state.or.us s (541) 747-1354

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@state.or.us
(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

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

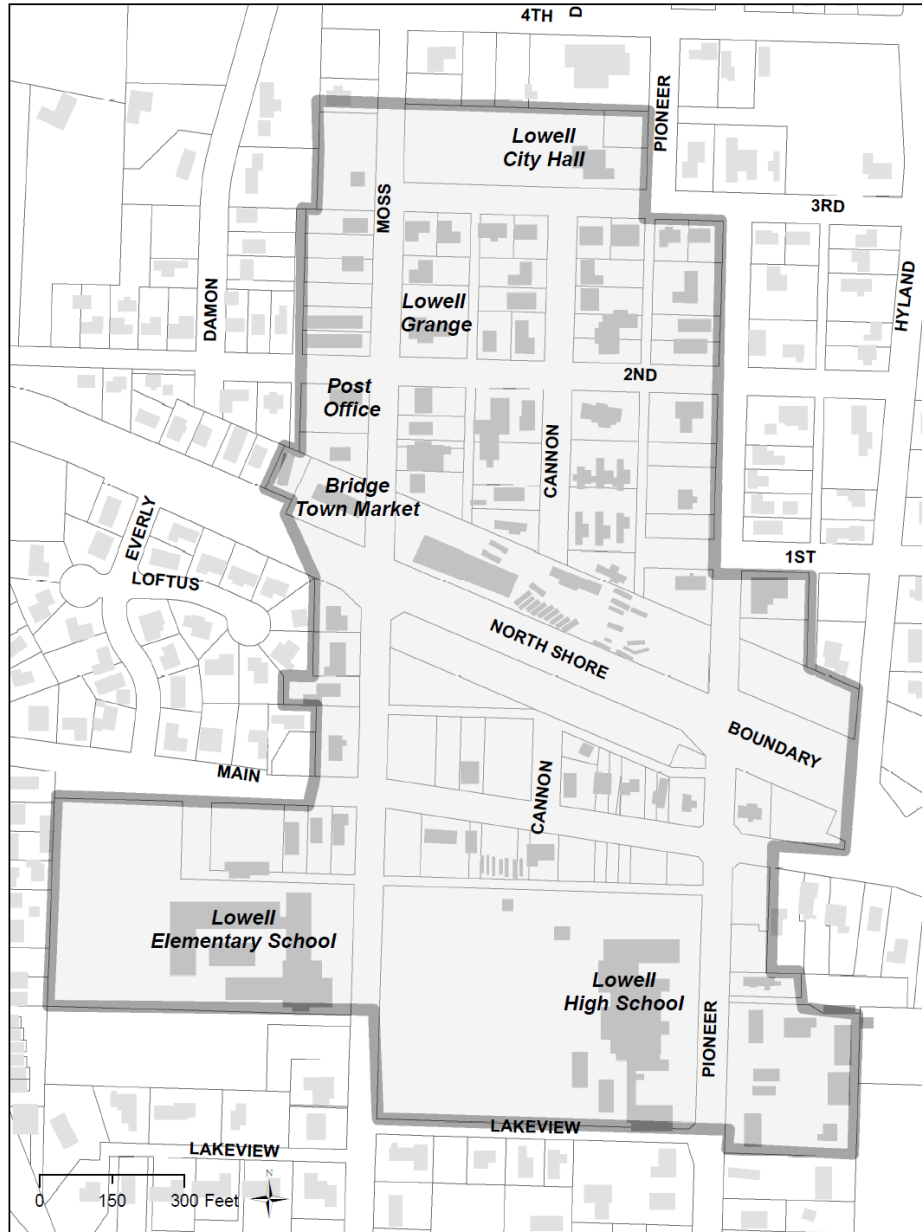
Project Purpose and Transportation Relationships and Benefits

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

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

Project Area

The Project Area is all land in the urban growth boundary of City. Amendments related to the Downtown Master Plan will 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 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.

TGM Program Objectives

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

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

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

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

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

Project Objective

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

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

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, and notifications, and public outreach for community involvement.

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

Written and Graphic Deliverable Requirements

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

Lane County Council of Governments 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 contract.

Materials must be provided to PMT and Agency Contacts unless otherwise specified in this contract.

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

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

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

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

LCOG, ODOT, DLCD, 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: Project Kick-off

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

LCOG shall prepare summary notes.
- 1.4 **PMT Meeting #1:** LCOG shall arrange and conduct PMT Meeting #1 in Lowell to discuss the Community Site Visit and Walking Tour, review the objective and schedule of the Project, provide feedback on the PIP, confirm City's expectations, and discuss specific Development Code issues, including those listed in Project Objective and arising from Key Documents. PMT Meeting #1 must occur on the same day as the Community Site Visit and Walking Tour. City Project Manager shall invite other relevant City staff to attend the meeting. APM may approve PMT Meeting #1 to be held as a remote meeting, which may occur on a different day from the Community Site Visit.

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

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

City Deliverables

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

LCOG Deliverables

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

Task 2: Preliminary Work

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

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

LCOG shall prepare PMT Meeting #2 summary notes.

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

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

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

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

City shall widely advertise Community Meeting #1, as directed by the PIP. City shall also collect the contact information of participants at Community Meeting #1 who want to be on a project mailing list (email and post). If Community Meeting #1 is held as an online meeting, City shall provide online access to Community Meeting #1 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 Community Meeting #1 is held in person, LCOG shall prepare meeting summary notes.

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

discussed at Community Meeting #1. City shall publicize the VPW, host the VPW on its Project Webpage, and provide the PMT with a summary of feedback.

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

LCOG shall prepare Planning Commission Work Session summary notes.

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

LCOG shall prepare PMT Meeting #3 summary notes.

City Deliverables

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

LCOG Deliverables

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

Task 3: Code Drafting

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

- 3.2 PMT Meeting #4:** LCOG shall arrange and conduct PMT Meeting #4 via teleconference to review Development Code Amendments Draft #1.

LCOG shall prepare PMT Meeting #4 summary notes.

- 3.3 Code Committee Work Session #2:** City shall arrange and LCOG shall conduct Code Committee Work Session #2 in Lowell. City shall distribute Revised Development Code Amendments Draft #1 to the Code Committee at least one week in advance of Code Committee Work Session #2. LCOG shall give a Project update, present Revised Development Code Amendments Draft #1, and solicit comments on the Project and Revised Development Code Amendments Draft #1. APM may approve Code Committee Work Session #2 to be held as a remote meeting.

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

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

- 3.5 PMT Meeting #5:** LCOG shall arrange and conduct PMT Meeting #5 via teleconference to review Development Code Amendments Draft #2.

LCOG shall prepare PMT Meeting #5 summary notes.

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

City shall widely advertise Community Meeting #2, as directed by the PIP. City shall also collect the contact information of participants at Community Meeting #2 who want to be on a project mailing list (email and post). If Community Meeting #2 is held as an online meeting, City shall provide online access to Community Meeting #2 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 Community Meeting #2 is held in person, LCOG shall prepare meeting summary notes.

- 3.7 Contingent VPW #2:** If Community Meeting #2 is held in Lowell, LCOG shall develop and City shall host online VPW #2, which can be viewed at any time on a

computer with internet service. The VPW must provide online access to graphic materials, presentations, and tools for providing input and feedback. The VPW must begin no fewer than two days after Community Meeting #2 and run for at least two weeks. The VPW must include the same content as that discussed at Community Meeting #2. City shall publicize the VPW, host the VPW on its Project Webpage, and provide the PMT with a summary of feedback.

- 3.8 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, which may be a special meeting. 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

- 3.2 PMT Meeting #4
- 3.3 Code Committee Work Session #2
- 3.5 PMT Meeting #5
- 3.6 Community Meeting #2
- 3.7 VPW #2
- 3.8 Joint Planning Commission and City Council Work Session

LCOG Deliverables

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

Task 4: Adoption Draft and Public Hearings

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

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

LCOG shall prepare public hearing summary notes.

- 4.4 **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.

- 4.5 **Title VI Report** - City shall prepare and submit to APM a Title VI Report, documenting Project processes and outreach for all low income, race, gender, and age groups.

City Deliverables

- 4.2 Planning Commission Public Hearing
- 4.3 City Council Public Hearing
- 4.5 Title VI Report

LCOG Deliverables

- 4.1 Adoption Draft
- 4.2 Planning Commission Public Hearing
- 4.3 City Council Public Hearing
- 4.4 Final Adopted Development Code Amendments

Task 5: Contingent Tasks

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

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

LCOG shall prepare summary notes of Contingent Meeting #1.

- 5.2 **Contingent Meeting #2:** City shall arrange and conduct, and LCOG shall appear at an additional public meeting, or meeting, work session, or hearing of the Planning

Commission or City Council. LCOG shall present information using material from previous meetings and products developed over the course of the project.

LCOG shall prepare summary notes of Contingent Meeting #2.

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

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

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

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

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

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

City Deliverables

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

LCOG Deliverables

- 5.1 Contingent Meeting #1
- 5.2 Continent Meeting #2
- 5.3 Contingent PMT Meeting #1
- 5.4 Contingent PMT Meeting #2
- 5.5 Contingent Graphics
- 5.6 Comprehensive Plan Amendment

Task	LCOG Deliverables	Estimated Deliverable Amount
Task 1: Project Kick-off		
1.1	Key Documents	City task
1.2	Public Involvement Plan	City task
1.3	Community Site Visit and Walking Tour	\$270
1.4	PMT Meeting #1	\$730
1.5	Project Webpage	City task
1.6	Code Committee	City task
Task 2: Preliminary Work		
2.1	Draft Development Code Amendments Matrix	\$14,390
2.2	PMT Meeting #2	\$690
2.3	Code Committee Work Session #1	\$960
2.4	Final Development Code Amendments Matrix	\$9,230
2.5	Community Meeting #1	\$1,970
2.6	VPW #1	\$1,830
2.7	Planning Commission Work Session	\$1,380
2.8	PMT Meeting #3	\$540
Task 3: Code Drafting		
3.1	Development Code Amendments Draft #1	\$5,000
3.2	PMT Meeting #4	\$390
3.3	Code Committee Work Session #2	\$880
3.4	Development Code Amendments Draft #2	\$3,480
3.5	PMT Meeting #5	\$390
3.6	Community Meeting #2	\$1,820
3.7	VPW #2	\$1,220
3.8	Joint Planning Commission and City Council Work Session	\$840
Task 4: Adoption Draft and Public Hearings		
4.1	Adoption Draft	\$3,780
4.2	Planning Commission Public Hearing	\$990
4.3	City Council Public Hearing	\$760
4.4	Final Adopted Development Code Amendments	\$990
4.5	Title VI Report	City task
Task 5: Contingent Tasks		
5.1	Contingent Meeting #1	\$660

Task	LCOG Deliverables	Estimated Deliverable Amount
5.2	Continent Meeting #2	\$660
5.3	Contingent PMT Meeting #1	\$390
5.4	Contingent PMT Meeting #2	\$390
5.5	Contingent Graphics	\$1,120
5.6	Comprehensive Plan Amendment	\$1,710
Project Total		\$57,460

PROJECT SCHEDULE

Task	LCOG and City Deliverables	Completion
Task 1: Project Kick-off		
1.1	Key Documents	June 2020
1.2	Public Involvement Plan	June 2020
1.3	Community Site Visit and Walking Tour	July 2020
1.4	PMT Meeting #1	July 2020
1.5	Project Webpage	July 2020
1.6	Code Committee	July 2020
Task 2: Preliminary Work		
2.1	Draft Development Code Amendments Matrix	August 2020
2.2	PMT Meeting #2	August 2020
2.3	Code Committee Work Session #1	September 2020
2.4	Final Development Code Amendments Matrix	September 2020
2.5	Community Meeting #1	October 2020
2.6	VPW #1	October 2020
2.7	Planning Commission Work Session	November 2020
2.8	PMT Meeting #3	November 2020
Task 3: Code Drafting		
3.1	Development Code Amendments Draft #1	December 2020
3.2	PMT Meeting #4	December 2020
3.3	Code Committee Work Session #2	January 2020
3.4	Development Code Amendments Draft #2	January 2020
3.5	PMT Meeting #5	January 2020
3.6	Community Meeting #2	February 2020

Task	LCOG and City Deliverables	Completion
3.7	VPW #2	February 2020
3.8	Joint Planning Commission and City Council Work Session	March 2021
Task 4: Adoption Draft and Public Hearings		
4.1	Adoption Draft	March 2021
4.2	Planning Commission Public Hearing	April 2021
4.3	City Council Public Hearing	May 2021
4.4	Final Adopted Development Code Amendments	May 2021
4.5	Title VI Report	June 2021
Task 5: Contingent Tasks		
5.1	Contingent Meeting #1	N/A
5.2	Continent Meeting #2	N/A
5.3	Contingent PMT Meeting #1	N/A
5.4	Contingent PMT Meeting #2	N/A
5.5	Contingent Graphics	N/A
5.6	Comprehensive Plan Amendment	N/A
Project Expiration Date		August 31, 2021