

Lowell City Council
Regular Meeting
Tuesday, October 3, 2023 at 7:00 pm

Lowell Rural Fire Protection District Fire Station 1
389 N. Pioneer Street, Lowell, OR 97452

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

- Joining in person or by phone, tablet, or PC. For details, click on the event at www.ci.lowell.or.us.
 - In writing, by using the drop box at Lowell City Hall, 107 East Third Street, Lowell, OR 97452.
 - By email to: admin@ci.lowell.or.us.
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Regular Meeting Agenda

Call to Order/Roll Call/Pledge of Allegiance

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

Approval of Agenda

Consent Agenda

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

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.

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

Council Comments (three minutes per speaker)

Staff Reports

Old Business

New Business

1. Discussion on amending the city's ordinances related to camping and vagrancy to comply with state law on "homeless individuals' use of real property." – Discussion
2. Review and approval of grant application with the State Historic Preservation Office in the amount of \$10,306.40 for the "Preserving Lowell, Honoring the Legacy of Maggie Osgood" project. – Discussion/ Possible action
Presentation: Library Director Peggy O'Kane

Recommended motion: "I move to authorize the Library Director to submit an application for the Oregon Heritage Grant program in the amount of \$10,306.40 for the 'Preserving Lowell, Honoring the Legacy of Maggie Osgood" project.

3. Motion to approve Resolution 814, "A resolution approving the City of Lowell's annex into Lane County's 'Multi-jurisdictional natural hazard mitigation plan.'" – Discussion/ possible action
4. Motion to approve an "Amendment of easement" with Lookout Point LLC regarding the "Temporary emergency vehicle turnaround easement," recorded on May 26, 2023 as Reception Number 2021-035493 and located on Tract C of Crestview Estates, and to authorize the City Administrator to sign. – Discussion/ Possible action
5. Motion to approve an "Intergovernmental partnership agreement" for "ePermit system and services" with the Oregon Department of Consumer and Business Services, Building Codes Division, and to authorize the City Administrator to sign. – Discussion/ Possible action

Mayor Comments

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

Adjourn the Regular Meeting

Agenda Item Sheet
City of Lowell City Council



Type of item:	Discussion
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Item title/recommended action:

Discussion on amending the city's ordinances related to camping and vagrancy to comply with state law on "homeless individuals' use of real property." – Discussion

Justification or background:

HB 3115 went into effect on July 1, 2023. This law requires city ordinances to be "objectively reasonable as to time, place and manner with regards to persons experiencing homelessness." The League of Oregon Cities has published guidance on how cities can implement the requirements of HB 3115. This guidance is available here: <<https://www.orcities.org/resources/reference/homeless-solutions/homelessness-public-space>>

The city needs to amend its ordinances to comply with the law. In particular, Sec. 5.013 "Vagrancy" outlaws any kind of camping. Sec. 5.240 "Camping and recreational vehicles" also outlaws any kind of camping on public property and rights-of-ways. Access to these sections of the municipal code is available here: <https://library.municode.com/or/lowell/codes/code_of_ordinances?nodeId=15599>.

The purpose of this meeting's discussion is to start developing parameters from City Council on what time, place, and manner restrictions are reasonable for Lowell. Another topic to consider is what areas in the city could be suitable for camping? In other words, instead of saying where someone cannot camp, an alternative may be to identify a specific area where camping is allowed.

Agenda Item Sheet
City of Lowell City Council



Type of item:	Discussion
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The City of Halsey's camping ordinance is included after this agenda sheet as an example of how another small city has addressed this issue.

It is anticipated that discussion over additional meetings will be required to develop a final draft ordinance for City Council approval.

Budget impact:

N/A

Department or Council sponsor:

Administration

Attachments:

City of Halsey "public camping" ordinance.
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Meeting date:	10/03/2023
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Chapter 5.60 PUBLIC CAMPING

Sections:

- 5.60.005 Purpose.**
- 5.60.010 Definitions.**
- 5.60.020 Public camping permitted.**
- 5.60.030 Time, place, and manner restrictions.**
- 5.60.040 Vehicle camping on public property.**
- 5.60.050 Camping on commercial or industrial property, or property owned or controlled by a nonprofit or religious institution.**
- 5.60.060 Recreational vehicle residency on residential property.**
- 5.60.070 Scheduling and notice of campsite cleanup.**
- 5.60.080 Removal, storage, and retrieval of personal property.**
- 5.60.090 Violation – Penalty.**
- 5.60.100 Separate violations.**

5.60.005 Purpose.

The purpose of this chapter is to protect the health and safety of residents and regulate the use of public property by establishing time, place, and manner restrictions for public camping. [Ord. 445 § 1, 2023.]

5.60.010 Definitions.

“Camp” or “camping” means to pitch, erect, create, use, or occupy camp facilities for the purpose of habitation, as evidenced by the use of camp paraphernalia.

“Camp paraphernalia” includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, or outdoor cooking devices or utensils and similar equipment.

“City administrator” means the Halsey city administrator, or the city administrator’s designee.

“Dwelling” means a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

“Motor vehicle” means a vehicle that is self-propelled or designed for self-propulsion.

“Parking lot” means a developed location that is designated for parking vehicles, whether developed with asphalt, concrete, gravel, or other material.

“Personal property” means items that can reasonably be identified as belonging to an individual and that have apparent value or utility.

“Public property” means any real property or structures owned, leased, or managed by the city, including public rights-of-way.

“Public rights-of-way” means all property dedicated to the public for transportation purposes and administered by the city, including streets, roads, bridges, alleys, sidewalks, trails, paths, and all other public ways and areas managed by the city. “Right-of-way” also includes public utility easements to the extent that the easement allows use by the permittee planning to use or using the public utility easement. “Right-of-way” includes the subsurface under and airspace over these areas. “Right-of-way” does not include the airwaves for purposes of CMRS, broadcast television, DBS and other wireless providers, or easements or other property interests owned by a single utility or entity.

“Recreational vehicle” or “RV” means a vehicle with or without motive power that is designed for use as temporary living quarters and as further defined by the Oregon Department of Transportation in Chapter [735](#) OAR, Division [022](#). Examples include motor homes, camping trailers, tent trailers, truck campers, toy haulers with a residential cabin, and camper vans.

“Solid waste” means any garbage, trash, debris, yard waste, food waste, or other discarded materials.

“Store” or “storage” means to put aside or accumulate for use when needed, to put for safekeeping, or to place or leave in a location.

“Vehicle,” within this chapter, means a motor vehicle or recreational vehicle.

“Vehicle camping” means camping inside a motor vehicle or recreational vehicle. [Ord. 445 § 1, 2023.]

5.60.020 Public camping permitted.

(1) Camping on public property is permitted, subject to the time, place, and manner restrictions set forth in HMC [5.60.030](#) and [5.60.040](#).

(2) The prohibitions in HMC [5.60.030](#) and [5.60.040](#) shall not apply to the following circumstances:

(a) Camping that occurs in accordance with a duly executed emergency declaration made by the city council, mayor, or designate; or

(b) Camping that occurs in accordance with a special event authorized by the city council or city administrator. [Ord. 445 § 1, 2023.]

5.60.030 Time, place, and manner restrictions.

(1) People who do not have any other permanent residence or dwelling and are involuntarily homeless are not prohibited from camping in the public rights-of-way or on public property, provided camping occurs in compliance with the time, place, and manner restrictions in this section.

(2) Time.

(a) Camping, where not prohibited, may only occur between 8:00 p.m. and 7:00 a.m.

(b) Enforcement of time restrictions may be suspended by the city administrator or by the Linn County sheriff's office when necessary or appropriate to respond to an individual's disability or unique circumstances, or to extreme weather conditions or other hazardous event.

(3) Place. Except as expressly authorized by the Halsey Municipal Code, it is unlawful to establish, use, or occupy a campsite in the following locations:

(a) The Halsey Memorial Park.

(b) The Veterans Memorial Park.

(c) Halsey City Hall, the parking lots adjacent to City Hall, and the land north of City Hall designated to become the north park.

(d) The Halsey City Library and adjacent parking lot.

(e) The Halsey-Shedd Rural Fire Protection building, and adjacent parking lot.

(f) On land inside the residential zone except as permitted in HMC [5.60.060](#).

(g) Within 50 feet of the property line of a lot or parcel containing a dwelling.

(h) Within 200 feet of the property line of a parcel or lot containing a public or private school.

(i) Any location that the fire chief, fire marshal, or designate determines to constitute an elevated threat of fire at a particular time of year.

(j) Within 50 feet of railroad tracks or a railroad crossing.

(4) Manner. Camping, when and where not prohibited, is subject to the following:

(a) Individuals, camp materials, camps, or personal property may not obstruct sidewalk accessibility or passage, streets, accesses to buildings or properties, clear vision areas, fire hydrants, city or other public utility infrastructure, drainage ditches, or otherwise interfere with the use of the right-of-way for vehicular, pedestrian, bicycle, or other passage.

(b) A camp is limited to a spatial footprint of 10 feet by 10 feet, or 100 square feet.

(c) Structures erected using plywood, wood materials, pallets, or other materials are prohibited. Items such as freestanding tents and similar items used for shelter that are readily portable are not structures for purposes of this section.

(d) Obstruction or attachment of camp materials or personal property to fire hydrants, utility poles or other utility or public infrastructure, fences, trees, vegetation, vehicles, buildings, or pavilions is prohibited.

(e) All camp materials and personal property must be contained within the tent or tent-like structure except for one mobility device (bike, wheelchair, etc.) per person may be stored outside. For the purpose of this section, a bike with an attached bike trailer is considered one mobility device.

(f) Individuals may not accumulate, discard, or leave behind garbage, debris, unsanitary or hazardous materials, or other items of no apparent utility in public rights-of-way, on city property, or on any adjacent public or private property.

(g) Open flames, recreational fires, burning of garbage, bonfires, or other fires, flames, or heating deemed unsafe by the Halsey Shedd Rural Fire Protection District are prohibited. Camp stoves, camp heaters and other warming devices that are self-contained, in good working condition, and are constantly supervised are permitted unless deemed a fire hazard by the fire chief, fire marshal, or designee.

(h) Dumping of graywater (i.e., wastewater from baths, sinks, and similar) or blackwater (i.e., sewage) into any facilities or places not intended for graywater or blackwater disposal is prohibited. This includes but is not limited to storm drains, directly into waterways or onto the ground, which are not intended for disposal of graywater or blackwater.

(i) Unauthorized connections or taps to electrical or other utilities, or violations of building, fire, or other relevant codes or standards, are prohibited.

(j) Digging, excavation, terracing of soil, alteration of ground or infrastructure, or damage to vegetation or trees is prohibited.

(k) All animals must be kept in a crate or kept under control on a leash no longer than 15 feet at all times.

(l) All camps, campsites, or camping paraphernalia must be physically attended at all times. If the owner of the campsite leaves, all personal property must be taken with them.

(m) Campers must comply with Chapter [5.50](#) HMC, Unnecessary Noise, at all times.

(5) Notwithstanding the provisions of this section, the city administrator may temporarily authorize camping or storage of personal property on public property by written order that specifies the period of time and location, upon determining it to be in the public interest and consistent with city council goals and policies. [Ord. 445 § 1, 2023.]

5.60.040 Vehicle camping on public property.

Vehicle camping on public property is permitted, subject to the following conditions:

(1) Vehicle camping must comply with the restrictions in HMC [5.60.030](#) except the space restriction in HMC [5.60.030](#)(4)(b).

(2) Vehicle camping is not allowed to obstruct streets, driveways, sidewalks, walkways, building accesses, property accesses, or vision clearance areas near corners at intersections.

(3) Vehicles used for vehicle camping must be operable and legally drivable.

(4) Vehicles used for vehicular camping must be moved at least 200 feet every 96 hours.

(5) All personal property must be contained within the vehicle. No personal property, garbage, or debris may be accumulated on the right-of-way near the vehicle.

(6) Recreational vehicle blackwater and graywater tanks must not be discharged into the sewer system or the stormwater system, including ditches.

(7) In the residential zone, a recreational vehicle may be parked on the right-of-way for no more than 96 hours within a 14-day period.

(8) Relocating the recreational vehicle from one location on the public right-of-way within the residential zone to another location on the public right-of-way within the residential zone shall not extend the time limits for parking. [Ord. 445 § 1, 2023.]

5.60.050 Camping on commercial or industrial property, or property owned or controlled by a nonprofit or religious institution.

(1) The owner of a commercial or industrial property, a nonprofit, or a religious institution/place of worship may allow vehicle or tent camping to persons, provided:

(a) The property owner first notifies the city of their intent to allow camping, and of their ability to comply with the other requirements in this section. An inspection must be performed by the city to confirm that sanitary facilities are in place, required setbacks are met, and any storage areas are screened, before vehicle or tent camping commences;

(b) Such accommodations are made free of charge; and

(c) Occupancy is limited to three or fewer vehicles or tents at the same time, in any combination; and

(d) Vehicles or tents are located within an on-premises parking lot, and are spaced at least 10 feet apart; and

(e) All items and materials are stored in vehicles or tents or in a separate storage area that is screened from view from adjacent properties and public rights-of-way; and

(f) Campers are provided access to sanitary facilities, including a toilet, handwashing and trash disposal facilities, with such facilities being at least 20 feet from the property line of a residential use property if not fully contained within a building.

(2) A property owner who allows camping pursuant to subsection (1) of this section may revoke that permission at any time and for any reason.

(3) Notwithstanding the provisions of this section, the city administrator may:

(a) Revoke the right of a property owner to allow camping on property described in subsection (1) of this section upon finding that the property owner or a camper has violated any applicable law, ordinance, regulation or agreement, or that any activity occurring on that property by a camper is incompatible with the use of the property.

(b) A permission revoked by the city administrator under this subsection is subject to notice. Notice will be provided in writing, mailed to the address of record and posted at the site. Notice will include information on how to appeal the decision. A property owner wanting to appeal the decision must submit their appeal in writing to the city within 10 days of the notice of decision. The appeal will be

reviewed by the city council in the next available council meeting, but no sooner than seven days after the written appeal was received by the city.

(4) Any person whose permission to camp on property has been revoked pursuant to subsection (2) or (3) of this section must vacate and remove all belongings from the property within four hours of receiving such notice.

(5) All persons participating in a camping program described in subsection (1) of this section do so at their own risk, and nothing in this section or chapter creates or establishes any duty or liability for the city or its officers, employees, or agents, with respect to any loss related to bodily injury (including death) or property damage. [Ord. 445 § 1, 2023.]

5.60.060 Recreational vehicle residency on residential property.

Recreational vehicle camping or temporary residency is permitted on privately owned residential property subject to the following restrictions:

(1) Individuals intending to camp or temporarily reside on private residential property in a recreational vehicle must register with the city before camping can commence.

(2) Residential camping requires written permission from the property owner. The property owner can rescind permission at any time.

(3) Recreational vehicles used for camping on residential property may be placed in the side or rear yard or in a paved or graveled driveway.

(4) Residential camping may occur only in vehicles designed for occupancy, including recreational vehicles, campers, travel trailers, fifth wheels, toy haulers, and similar.

(5) Recreational vehicles used for camping on residential property must comply with the setbacks identified in the Halsey Development Code for accessory structures, unless the camper first applies to the city for an exception, and if that application is approved.

(6) Discharging graywater or blackwater from RVs into the Halsey sewer system or storm drainage system, including ditches, is prohibited.

(7) No personal property may be stored outside the RV unless it is contained in another structure such as a shed.

(8) No more than three such recreational vehicle campers shall be allowed on any residential property.

(9) Use of generators is prohibited between the hours of 10:00 p.m. and 6:00 a.m. [Ord. 445 § 1, 2023.]

5.60.070 Scheduling and notice of campsite cleanup.

(1) Cleanup of illegal campsites will be scheduled by the city administrator in coordination with the Linn County sheriff's office.

(2) Notification of cleanup for illegal campsites will be posted 72 hours prior to a cleanup event. Signs will be posted on adjacent buildings if feasible, or on stakes in the ground stating the time and date of the cleanup and the time and date of the notice posting. Campers will have 72 hours from that time to remove camping materials and personal belongings, or they become subject to removal, confiscation, or destruction as established in HMC [5.60.080](#).

(3) Notwithstanding subsections (1) and (2) of this section, cleanup of campsites may occur immediately and without notice if the Linn County sheriff's office determines that either of the following conditions exists:

(a) An emergency such as possible site contamination by hazardous materials or where there is an immediate danger to human life or safety;

(b) Illegal activity other than camping.

(4) At the cleanup event, written notice will be posted and distributed with information on how to retrieve property that was retained during the event.

(5) Written notices will be in both English and Spanish.

(6) Copies of all notices will be provided to the Oregon Department of Human Services and/or the Linn County Human Services Department. [Ord. 445 § 1, 2023.]

5.60.080 Removal, storage, and retrieval of personal property.

(1) Personal property will be separated from solid waste during cleanups. Solid waste will be immediately discarded. Items of personal property will be turned over to law enforcement or public works and stored. The personal property shall be stored for no less than 30 days, during which time it will be reasonably available to persons claiming ownership of the personal property.

(2) When conducting a campsite removal, the city shall arrange in advance for a location for personal property to be stored.

(3) Any personal property that remains unclaimed for 30 days after the cleanup may be disposed of, sold, donated, used, or transferred as abandoned personal property, but no waiting period beyond the 30 days is required prior to the disposal, sale, donation, use, or transfer.

(4) Weapons, drug paraphernalia, and items which reasonably appear to be either stolen or evidence of a crime may be retained or disposed of by law enforcement in accordance with applicable policies and procedures. [Ord. 445 § 1, 2023.]

5.60.090 Violation – Penalty.

A violation of a provision of this chapter, or an order issued under authority of this chapter, is punishable by a fine not to exceed \$500.00. [Ord. 445 § 1, 2023.]

5.60.100 Separate violations.

Each day's violation of a provision of this chapter or an order issued under authority of this chapter constitutes a separate offense. [Ord. 445 § 1, 2023.]

Agenda Item Sheet

City of Lowell City Council

Type of item:	Other
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Item title/recommended action:

Review and approval of grant application with the State Historic Preservation Office in the amount of \$10,306.40 for the "Preserving Lowell, Honoring the Legacy of Maggie Osgood" project. – Discussion/ Possible action

Justification or background:

Library Director Peggy O'Kane is scheduled to speak with the City Council about a grant opportunity to preserve items of historical value to Lowell and the surrounding community. The grant opportunity is through the State Historic Preservation Office, and the name of the project is "Preserving Lowell, Honoring the Legacy of Maggie Osgood." The project involves purchasing archiving equipment and paying for staff time to create a digital library of historical documents. The city will meet matching requirements through a combination of in-kind support, as well as \$2,500 in city funds.

Budget impact:

\$2,500 in city matching funds. Estimated \$7,155 city match through staff and volunteer time.

Department or Council sponsor:

Maggie Osgood Library

Attachments:

Draft grant application.

Meeting date:	10/03/2023
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Contact Information

Project Title: Preserving Lowell, Honoring the Legacy of Maggie Osgood

Description: The Maggie Osgood Library, a department of the City of Lowell, OR seeks funds to create a digital library of photographs, documents, and other ephemera celebrating Lowell, OR and surrounding communities.

Project Start Date: December 18, 2023

Project End Date: April 25, 2025

Site Name: Maggie Osgood Library

Site City: Lowell, OR

Site County: Lane

Site Description: The Maggie Osgood Library is housed in a renovated Building. It shares space with Lowell City Hall. The digital library will be hosted by the State Library of Oregon.

Site acreage: 1

Latitude & Longitude: 43.919701 -122.783249

Supplemental:

Project Type:

Digitization – digitization of collections

Oregon Heritage Plan Goals

Goal 1. Include more voices: Few cities with a population of less than 1,250 have the resources to digitize their unique artifacts. The Maggie Osgood Memorial Archive will bring together material from a wide selection of local organizations. We will share our history through photographs, high school yearbooks, posters and other artifacts from local events and city planning documents. This amalgamation will provide a unique overview of a small Oregon city in ways that archives developed by large institutions cannot match.

As of September 2023, there are only 4 references to “Lowell, Lane County, Oregon, United States” in Northwest Digital Heritage¹ or the Digital Public Library of America. Using less complete subject searches such as “Lowell, Oregon” yields more results. The archive we create will include links to existing items and will include both common metadata tags.

¹ Appendix 1

Goal 2. Increase Access to Heritage

As with many small cities the youth of Lowell often move away for work or education. They lack the ability to stop by any of the local institutions to be reminded what year the town store moved, the name of their middle school social studies teacher, when the local dams were built. Through access to digitized versions of local documents, they will be able to answer these questions and to also see pictures of the old store and the new. They will find documents that remind them of home.

Access to the archive will not be limited to people who know and love Lowell. The State Library of Oregon (SOL) will host the archive. SOL is a hub for the Northwest Digital Heritage, which in turn is a hub for the Digital Public Library of America. This means that individuals and researchers interested in rowing clubs will discover the Oregon Association of Rowers. Researchers exploring city planning will have direct access to how Lowell has approached growth, and zoning. And, someone looking for a photograph of “some unique thing yet to be chosen²” will find what they need.

Goal 4. Pursue Best Practices:

The Project Manager has had extensive training and experience in creating digital archives. Every individual associated with this project will receive not only training in how to do the work. They will also learn why the work needs to exacting standards. We will use The Association for Library Collections and Technical Services Preservation and Reformatting Section, and the Minimum Standards require by SOL.

Oregon Preservation Plan Issues –

Government Partnerships:

The Maggie Osgood Library is a department of the City of Lowell, OR. The Archive will include city documents.

Many documents in the Archive will explore the partnerships between the city and agencies such as the US Army Corps of Engineers, The State and National Forest Services. Local partners such as the Grange³, the Lowell School District and the Lowell Rural Fire Protection District⁴. In regard to, federal partners we will either import existing documents into our archive with expanded metadata or link to existing records.

Advocacy and Heritage Partner Networking: Organizations in the area including Oregon Rowing Association, the Lowell and Dexter fire departments, the Pine Needlers Quilting Group and the local Grange will be included in the Archive.

Information Sharing and Accessibility: By adding a digital component to the resources of Lowell more individuals will be able to access the material.

² Pick out picture

³ Letter of support

⁴ Letter of support

Statutes, Ordinances, Codes, and Processes: Local city ordinances and codes will be available through the archive. In some cases, the documents may be imported from the Oregon State Archives Repository.

Project Need

Threats to heritage resources:

As of September, over 30, 000 acres have burned in Eastern Lane County in 2023. Smoke from the Bedrock fire infiltrated the library HVAC system. While the city and the library have specific evacuation plans, we cannot possibly remove everything worth preserving in the case of an immediate evacuation order.

Additionally, the materials to be digitized have been stored without any thought of long-term preservation. A small portion of the funding will be used to obtain archival quality storage boxes.

In 2022, City Hall and the library moved to a new building. As a result, the City of Lowell lost the capacity to store physical documents. This project is the first step in creating a digital alternative.

Statewide or regional significance:

Lowell is the site of a covered bridge with an interpretive exhibit. This information will be included in the archive.⁵ At a recent visit to the Bridge interpretive center I spoke with visitors from Colorado who had been delighted to stumble across the site. They had not found any references to it when searching for things to do on their trip. In the future, the new Archive might have pointed them to it and the other local covered bridges.

Dexter and Lookout Point reservoirs and the associated dams dominate the region. Among the groups supporting this application are the Army Corps of Engineers and the local rowing club. Dexter Lake has long been considered one of the best rowing lakes in the Pacific Northwest. PAC12 rowing is only one of the groups that use it.⁶

Project Value

The unique value of this project is the ability of a small town to draw from multiple local organizations to bring together a picture of a small city. Many libraries, historical societies, genealogical societies, and museums have digitized parts of their collections. Many cities have digitized public documents. But most of these archives are separate from one another

⁵ Pictures of Exhibit

⁶ Pac12 screenshot

even when created in the same city. One can search each of them but not all of them at once.

The Lowell Archive will allow a researcher or an interested individual to do one search to find all the local information. With one search they will discover that the same year the covered bridge was replaced there were how many students in the high school and how many paved roads and how many volunteer fire fighters.

The Archive will serve as inspiration and template for other cities to follow.

The material in the archive will be available through Northwest Digital Heritage and the Digital Public Library of America. it will raise the profile of Lowell.

Project Goals

The ultimate goal of this project is to create a state-of-the-art single source archive for the city of Lowell and the surrounding unincorporated areas.

The immediate goal, to be funded by the Oregon Heritage Grant and matching funds, is to create the shell of the archive and inhabit it with a wide sampling of material from a variety of sources.

During the Grant period we hope to:

- Create an Omeka Digital Archive housed at SLO.
- Digitize a minimum of 1,000 documents, photographs, and other materials.
- Create and apply metadata standard for each item digitized.

Addresses the Untold Stories of Oregon

This project will incorporate a variety of untold stories. Examples include:

- The story of Lee Wetlau one of our most beloved citizens⁷.
- How a caboose with a feature film past was moved to a city park.⁸
- The ways that the local volunteer fire department in conjunction with the city public works department assist state and federal fire fighters.
- The transformation of a one room schoolhouse into a grange serving as a vital community center.
- The work of the Lowell Fall Creek Educational Foundation in supporting local students.
- And more stories that we have yet to have found ourselves.

⁷ Lee's story

⁸ Picture of caboose

Ability to Complete the Project

Matching funds have been identified:

- Lowell employee time
- Office supplies
- Professional staff from SLO a
- Volunteer time will be billed at minimum wage.
- Sale of calendars for 2024 and 2025. The calendars are an homage to Maggie Osgood for whom the library is named. She created themed calendars from 2003 to her death in 2019. The calendars will be an exhibit in the archive.
- A line item to be introduced to the MOL budget for the 2024/2025 fiscal year.

Project Quality

A key component of completing the archive is the knowledge and experience of Project Manager, Peggy O'Kane⁹. Until her retirement Ms. O'Kane worked at the Maine State Library. Among her duties she managed Maine's work with the National Digital Newspaper Project¹⁰. She also worked on the creation of Digital Maine.com¹¹Maine's Statewide digital archive. From July 2020 to August 2021, she was responsible for the Digital archive of the Lancaster Theological Seminary in Lancaster, PA.¹²

The metadata created for this project will be completed to the Minimum Digitization Capture Recommendations of The Association for Library Collections and Technical Services Preservation and Reformatting Section or the Minimum Digitization Guidelines of SLO. When the two standards are not in agreement, we will incorporate the most rigid standards.¹³

Project Detail

- Under the leadership of Peggy O'Kane, PM, volunteer staff will be trained to use both an overhead and flatbed scanner. Photographs will be digitized at both 600 dpi for permanent storage and 400 dpi for thumbnails.
- The scans will initially be stored in a shared Google documents folder.
- PM, with the assistance of Ross Fuqua of the State Library of Oregon SLO, will create the metadata template.
- Fuqua will create a crosswalk between the Lowell Archive and Northwest Digital
- An intern will be hired, trained, and given remote access to the shared Google folder. The intern will create metadata for each item.

⁹ See resume

¹⁰ See pdf

¹¹ See pdf

¹² See pdf

¹³ Sample metadata

- PM will perform quality checks as metadata is completed.
- Once metadata has been completed the files, with attached metadata, will be sent to SLO to be added to the archive.
- A beta version of the archive will be created to test document retrieval and harvesting.
- Once testing is completed the archive will become live.
- The archive will be added to the collections searchable in SLO.
- The archive will be harvested by Northwest Digital Heritage and the Digital Public Library of America.

Project Timeline

September 2023:

100 photographs have been identified and assigned preliminary metadata¹⁴. These will be the first items added to the Archive.

January 15, 2024:

Maggie Osgood Library will own both an over head book scanner and a flatbed scanner.

Maggie Osgood Library and the State Library of Oregon will have in place a formal agreement on the scope of the assistance provided by the State Library of Oregon.¹⁵

We will work with Ross Fuqua, Oregon State Library Data and Digital Projects Consultant, to design the archive.

February 2024:

Archival quality materials for the physical storage of original photographs will be ordered.

An intern will be hired and be trained to create metadata for objects as they are digitized.

March 2024:

A working archive based on Omeka S will be available for beta testing.

May 2024:

The archive will contain 250 items.

May 2024 – March 2025:

Approximately 100 items a month will be added to the archive.

April 2025:

The archive will house 1,000 items.

¹⁴ Sample metadata

¹⁵ See letter of support.

The archive will feed into Northwest Digital Heritage and the Digital Public Library of America

Still to be written

Professional Requirements How will they be achieved? Describe the project director's experience related to

this project. List any “experts” - their qualifications and how they will be involved. Describe how the project will be monitored and evaluated.

- For digitization projects recommended minimum standards are those promoted by the Association for Library Collections & Technical Services.

<http://www.ala.org/alcts/resources/preserv/minimum-digitization-capturerecommendations#>

top

- For collections projects recommended minimum standards are those of the American Alliance of Museums, <https://www.aam-us.org/programs/ethicsstandards-and-professional-practices/collections-stewardship-standards/>

- For archives projects recommended minimum standards are those of the Society of American Archivists. <https://www2.archivists.org/groups/museum-archivessection/standards-best-practices-resource-guide>

- For archaeology and historic properties, the appropriate Secretary of the Interior Standards may be used. https://www.nps.gov/history/local-law/arch_stnds_7.htm

Organizational assets - Describe your organization's history and past successes related to

this project, any partnerships on this project, volunteer or community support for this

project, and any other evidence of your organization’s ability to complete the project. *Include references to bridge and park grants*

- Organizational Impact –

Explain how this project fits into organizational plans (strategic, interpretive, collection, outreach, etc.)

How will this move the organization forward?

- **Budget Narrative** - Provide information about the appropriateness of the estimate (research, bids, qualified personnel, etc.). Provide information on sources of matching funds: likelihood of funding, whether it is committed or not, etc.

- **Use of Grant Funds** – Specifically explain what parts of the project the grant will fund.

- **Agreement Signer Information** – If your project is selected for funding an agreement will be signed

by both parties. Please provide the name, email, phone number and organization address of the organization representative with the authority to sign the grant agreement. This is often a board president or treasurer or an executive director

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Layout

Please read DPLA's Statement on Potentially Harmful Content.

Filtered by location: Lowell, Lane County, Oregon, United States ✕ Clear all filters

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Permission or Fair Use 2 ▲

Re-use, No Modification 2 ▼

Type -

Image 4 ▲

Subject +

Date -

Between Year

and Year

Update

Location -

- Lowell, Lane County, Oregon, United States
4 ▲
- Oregon, United States
4
- United States
4
- Lane County, Oregon, United States
2
- east of Dexter, Oregon
1
- north of Lowell, Oregon
1 ▼

Collection +

Contributing Institution +

Create a list from these items

Barn (Lowell, Oregon)

This image is included in Building Oregon: Architecture of Oregon and the Pacific Northwest, a digital collection which provides documentation about the architectural heritage of the Pacific Northwest...

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Unity Bridge (Lowell, Oregon)

This work was listed on the National Register of Historic Places on November 29, 1979.

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Lowell Bridge (Lowell, Oregon)

This work was listed on the National Register of Historic Places on November 29, 1979.

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Barn (Lowell, Oregon)

This image is included in Building Oregon: Architecture of Oregon and the Pacific Northwest, a digital collection which provides documentation about the architectural heritage of the Pacific Northwest...

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Scan of a photograph

Lowell Covered Bridge Images

Lowell Covered Bridge

protecting the past

At the turn of the 20th century, wagonloads of settlers and supplies traveling along the old Oregon Central Military Wagon Road stopped here to board Amos D. Hyland's ferry to cross the Willamette River. As more and more settlers traveled the route, locals petitioned for a bridge to bypass Hyland's expensive ferry. In 1907, Lane County officials hired Oregon bridge builder "Nels" Roney to construct a covered bridge.



Amos D. Hyland



Lowell Covered Bridge, 1907.

The original Lowell Bridge lasted over 30 years, until increased wear and damage from truck traffic prompted replacement. The old bridge was replaced in 1945 with a new bridge built by Lane County bridge foreman Walt Sorensen. It was covered two years later. The bridge's size (a 165-foot span and 24-foot width) was designed to accommodate the heavy logging-truck traffic of that era. Wood used to construct the bridge likely came from the nearby Willamette National Forest. Longtime area residents remember the days when trucks waited in line, three or four at a time, to haul their loads of Douglas-fir through the bridge toward Springfield.

In 1953, the Army Corps of Engineers was finishing construction of Dexter Dam, just downstream of the Lowell Bridge. When complete, the dam would create a reservoir that would threaten the bridge. Guided by engineers, Walt Sorensen supervised the raising of the bridge seven feet. Their calculations proved accurate, and the reservoir has never risen closer than two feet from the bottom of the bridge.



Lowell Covered Bridge, 1952



Lowell Covered Bridge, 1953.

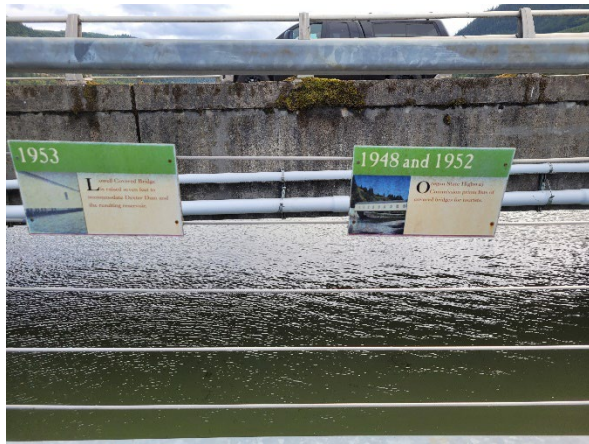


As vehicles, trucks, and trailers increased in size, this covered bridge was forced to be bypassed in 1951.




Lowell Covered Bridge in 1948 spans Willamette River.

Razed or Raised?
A typographical error in the *Guard* story about the adjust announced that the bridge had (destroyed to the ground). In clever reader sent a poem to t
"The reporter must surely be da
Was reported the Lowell Bridge
Should be visit the scene
It would surely be seen
That the bridge was not raised.
But was r-raised!"



Acknowledgments

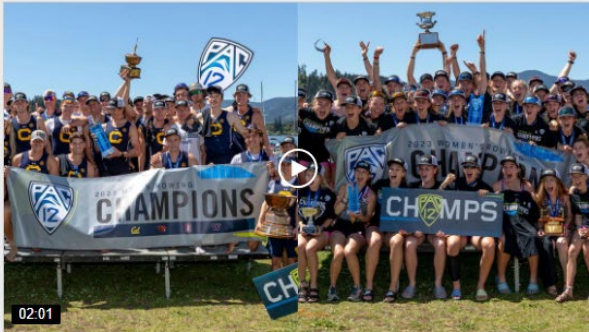
Through hard work and dedication, a number of organizations came together to plan, develop, and craft this special site into what it is today. This rehabilitation would not have been possible without funding from the Federal Highway Administration, Oregon Department of Transportation, and Lane County.

 WATCH VIDEOS SCHEDULE/SCORES STANDINGS SPORTS EVENTS TICKETS/SHOP CONFERENCE

2023 PAC-12 ROWING CHAMPIONSHIPS


MAY 14 | DEXTER LAKE, LOWELL, OR

MAIN LIVE RESULTS HEAT SHEET HOW TO WATCH (PDF) MEN'S HISTORY WOMEN'S HISTORY



02:01

Cal men and Stanford women win 2023 Pac-12 Rowing Championships



Stanford women, California men both repeat as champs at 2023 Pac-12 Rowing Championships

Lee Wetleau was born September 9, 1878 in Paris, TX. She met her husband Andrew (Al) Wetleau at church. He was born in 1872 and worked as a farm hand.

After she married Al, she worked as a housekeeper for the wealthy Stewart family. When the Stewarts decided to move to Oregon country, they brought the Wetleaus with them to Portland. Mrs. Wetleau was a housekeeper and cook for the Bieloh family, who was also their landlord. During these years, her only child, a son was born and died shortly after birth. In 1915, Mr. Bieloh purchased a 4,000 acre ranch near Lowell and the Wetleau's moved with them to Lowell. Bieloh decided he wasn't a rancher, sold the house the Wetleaus' were living in to them, along with some land for Al to farm. At one time or another, the Wetleau's ran the town rooming house, the community's only long-distance telephone and a non-stop unofficial youth counseling service. Dozens of Lowell residents will admit that it was the seasoned wisdom of Al Wetleau or the preaching of his wife, Lee that convinced them to stay in school when they were considering dropping out. On two occasions, the Wetleaus became foster parents for teenage boys, both white, who lived with them and finished high school.

Except in the foulest weather Lee made daily trips to the Lowell Market just across the street from her house. There, sitting on her bench, she held court every afternoon talking to everyone passing by. She laughed a lot and talked even more.

Al died in 1963 and Lee died at the age of 102 in 1981.



Lee Wetleau



Peggy O'KANE

Personal Contact: PO Box 24 Lowell, OR | peggyokane58@gmail.com | 503 676 7177

Skills & Abilities

LEADERSHIP

- Managed professional, clerical and volunteer staff.
- Chaired and served on committees in academic and government service.
- Recruited staff and provided mentoring.
- Served as Project Manager for re-organization of the Maine State Library collection.

COMMUNICATION

- Successfully obtained and administered grants.
- Represented the Maine State Library on C-SPAN Booktalk.
- Administered social media programs.
- Presented at State and regional Library and Education Conferences.

Experience

LIBRARY DIRECTOR | MAGGIE OSGOOD LIBRARY LOWELL | JULY 2022 -

- Part time position starting a new library in Lowell, OR

LIBRARIAN/TEACHER | WOODLAND ELEMENTARY SCHOOL | AUGUST 2021 - JULY 2022

- Revived a dormant school library.
- Created and presented lessons for grades K-5

LIBRARY ASSOCIATE FOR ONLINE LEARNING | LANCASTER THEOLOGICAL SEMINARY | 2020-2021

- Administered Moodle Academic Learning Management System.
- Added over 1,000 items to [Lancaster Seminary Digital Archive](#)

VOLUNTEER | PEACE CORPS, KINGDOM OF TONGA | 2019-2020

- Served as an English Language facilitator for Tailulu College.
- Studied language and culture with emphasis on respect.

DIGITAL & SPECIAL COLLECTIONS COORDINATOR | MAINE STATE LIBRARY | 2015-2020

- Eliminated Special Collection cataloging backlog.
- Wrote and administered the National [Digital Newspaper Project](#) for Maine.
- Maintained institutional Twitter and Facebook accounts.
- Curated [Digital Maine Repository](#).

COORDINATOR OF PUBLIC SERVICE | MAINE STATE LIBRARY | 2008-2015

- Managed staff and public service activities of the State Library.
- Taught classes in technology, research, and library service.
- Developed programs for staff development and the public.
- Re-organized library space to accommodate 21st century library design.

ASSISTANT DEAN OF LEARNING SERVICES | NORTHERN MAINE COMMUNITY COLLEGE
| 20008-2015

- Directed the operations of a rural community College Library.

Education

BA | 1980 | CATHOLIC UNIVERSITY OF AMERICASCHOOL


- Major: English, graduated with honors

MA, LIBRARIANSHIP | 1985 | UNIVERSITY OF CHICAGO, GRADUATE LIBRARY SCHOOL

- Major: Library Science
- Thesis: Towards an Ideal: The Public Library Response to McCarthyism.

Continuing Education


- The Hyperlinked Librarian MOOC San Jose State School of Library & Information Sciences 2013.
- [Digital Project Management Workshop](#) 2015.
- NEH/LoC Training for NDNP project managers. 2016-2018
- Introduction to Archives University of Wisconsin ISchool Spring 2017.
- Peace Corps Volunteer Cultural Orientation and Tongan Language Training 2019.
- Intensive Learning Management System Training 2020.
- History of Civil Rights. Lancaster Theological Seminary 2020.



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21 newspapers from **Maine** are available for viewing on this site.

State	Newspaper	Browse Issues	No. of Issues	Earliest Issue	Latest Issue	More Info
Maine	Casco Bay breeze. [volume] <small>South Harpswell, Me., 1901-1917</small>		137	1903-07-30	1917-09-06	Yes
Maine	Daily Kennebec journal. [microfilm reel] <small>Augusta, Me., 1870-1975</small>		17668	1870-01-01	1926-12-31	Yes
Maine	Eastern times. [volume] <small>Bath, Me., 1846-1857</small>		320	1850-03-14	1856-04-24	Yes
Maine	Ellsworth American. [volume] <small>Ellsworth, Me., 1855-current</small>		3750	1855-01-12	1926-12-29	Yes
Maine	The gazette. [volume] <small>Portland, Me., 1798-1799</small>		51	1798-04-16	1799-04-22	Yes
Maine	The independent-reporter. [volume] <small>Skowhegan, Me., 1909-1955</small>		801	1909-09-09	1924-12-25	Yes
Maine	Jenks' Portland gazette. [volume] <small>Portland, Me., 1803-1805</small>		72	1803-10-31	1805-03-11	Yes
Maine	Jenks' Portland gazette. and Maine advertiser. [volume] <small>Portland, Me., 1803-1803</small>		16	1803-07-11	1803-10-24	Yes
Maine	Jenks' Portland gazette. Maine advertiser. [volume] <small>Portland, Me., 1802-1803</small>		41	1802-09-27	1803-07-04	Yes
Maine	Jenks's Portland gazette. [volume] <small>Portland [Me.], 1799-1802</small>		178	1799-04-29	1802-09-20	Yes
Maine	Lincoln telegraph. [volume] <small>Portland, Me., 1838-1838</small>		212	1838-04-05	1838-03-24	Yes

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Sharing the Stories of Maine People and Places
A growing digital archive of unique community collections developed in collaboration with local partners throughout our state

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The DigitalMaine Repository is a partnership of the Maine State Library, Maine State Archives and community institutions around the state. Together, we are committed to providing access to Maine history, ensuring transparency in government, and sharing the stories of the people and places of the Pine Tree State.

As Maine's service hub for the Digital Public Library of America (DPLA), the DigitalMaine Repository is working to make digital collections from all Maine cultural institutions freely accessible to the world.

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Miscellany

Items that don't yet fit into one of our collections.

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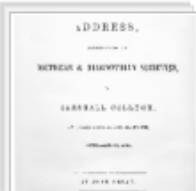


19th Century Pennsylvania Imprints

Digitized versions of pamphlets and books printed in Pennsylvania during the 19th century from the Lancaster Theological Seminary Library's...

Contributors: Lancaster Theological Seminary Library

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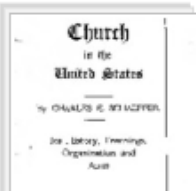


German Reformed Church (U.S.) Publications

Digitized versions of books, pamphlets, and periodicals published by and directly related to the German Reformed Church (U.S.) from the Lancaster...

Contributors: Lancaster Theological Seminary Library

[View the items in German Reformed Church \(U.S.\) Publications](#)




Lancaster Theological Seminary Archives

Print or handwritten items from the Seminary Archives that do not fit into any of the other digital collections.

Contributors: Lancaster Theological Seminary

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Lancaster Theological Seminary Photos

Photos of the seminary and from seminary events.

Contributors: Lancaster Theological Seminary

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More Lecture

Recordings of More Lectures from Lancaster Theological Seminary

Contributors: Lancaster Theological Seminary

Preliminary draft Oregon Historic Preservation Grant Maggie Osgood Library September 26, 2023

draft budget 9-26					
category	amount	detail	match amount	grant amount	notes
Contractor/Consultant					
	\$ 2,500.00	Ross Fuqua	\$ 2,500.00		est waiting for response from Ross
	\$ 9,000.00	Intern		\$ 9,000.00	est. waiting for reponse from UO and OSU
§ Staff time					
	\$ 4,229.00	Peggy O'Kane	\$ 4,300.00		need to recalculate based on expected salary July 2024,
§ Volunteer time					
	\$ 2,854.20	untrained volunteers	\$ 2,855.00		
§ Materials & equipment					
	\$ 557.40	Archival physical storage supplies		\$ 557.40	
	\$ 639.00	CZUR ET25 Pro		\$ 639.00	
	\$ 110.00	Epson Perfection V39 II Color Photo and Document Flatbed Scanner		\$ 110.00	
§ Travel					
	\$ 1,087.30	10 round trip to Salem for consultation			
§ Other (specify)					
Total	\$ 20,976.90		\$ 9,655.00	\$ 10,306.40	

Agenda Item Sheet
City of Lowell City Council



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

Item title/recommended action:

Motion to approve Resolution 814, "A resolution approving the City of Lowell's annex into Lane County's 'Multi-jurisdictional natural hazard mitigation plan.'" – Discussion/ possible action

Justification or background:

City staff joined Lane County's steering committee in late 2022 to update the Multi-Jurisdictional Natural Hazard Mitigation Plan (MNHMP). Earlier this year, staff worked with City Council and representatives from the school and fire districts to complete the city's annex. Lane County requests formal adoption of the annex from the City Council. Later this month, the Lane County Board of Commissioners is scheduled to adopt the plan.

In its review of the draft plan, FEMA required additional mitigation projects from the city on two areas. The first is regarding flooding risk, and the second is for landslide risk. The mitigation projects that staff identified, in collaboration with Lane County emergency management staff, are: (1) Flooding. Sewer system inflow and infiltration repairs to ensure the system can handle excess rain. (2) Landslide. Contract with a geotechnical company to create a landslide hazard risk map.

Identification of these and the other projects does not commit the city to completing them. Factors such as budgets, higher priorities, grant funding, and staff availability will determine which mitigation projects the city can complete. The benefit of identifying these projects and including them in the annex, however, is to ensure eligibility for FEMA hazard mitigation grants.

Agenda Item Sheet
City of Lowell City Council



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

Once the Lane County Board of Commissioners adopts the plan, it will remain in effect for 5 years, after which it must be updated. The city can update its annex, in collaboration with the county, during this timeframe, if needed.

The entire mitigation plan is available here: <https://www.lanecounty.org/government/county_departments/lane_county_emergency_management/mitigation_plan>

Budget impact:
Availability of grant funding from FEMA for hazard mitigation projects.

Department or Council sponsor:
Administration

Attachments:
Lowell annex

Meeting date:	10/03/2023
---------------	------------

CITY OF LOWELL, OREGON

RESOLUTION 814

A RESOLUTION APPROVING THE CITY OF LOWELL'S ANNEX INTO LANE COUNTY'S "MULTI-JURISDICTIONAL NATURAL HAZARD MITIGATION PLAN."

The City Council finds as follows:

In October 2022, Lane County began the planning process for its 5-year, "Multi-Jurisdictional Natural Hazard Mitigation Plan." The City of Lowell decided to join Lane County in the planning process to annex into the plan. One reason that the city decided to join the process is to ensure its eligibility for federal grant funding for emergency mitigation projects. Another reason that the city decided to annex into Lane County's plan is to ensure that the city is better prepared to respond to emergencies.

From late 2022 to early 2023, city staff participated in the steering committee for the plan. This process resulted in hazard mitigation recommendations for the region in which the city is located. It also resulted in the creation of the city's annex into the plan.

The City of Lowell's annex includes hazard quantification, an analysis of hazards, and the identification of mitigation projects. The City of Lowell developed this annex through work sessions with the City Council, as well as discussion among the city's local planning team, which included representatives from the Lowell School District, Lowell Rural Fire Protection District, and City of Lowell.

Through this resolution, it is the Lowell City Council's intention to approve the City of Lowell annex to complete its inclusion into Lane County's "Multi-Jurisdictional Natural Hazard Mitigation Plan."

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

Section 1. The City of Lowell's annex, which is attached to this resolution, is hereby approved and recommended for inclusion into Lane County's "Multi-Jurisdictional Natural Hazards Mitigation Plan" for the 2023-2028 planning period.

Section 2. The City Council may revise this annex through future resolutions, and in collaboration with the Lane County Office of Emergency Management.

Section 3. This resolution is effective immediately upon adoption.

Adopted by the City Council of the City of Lowell this 3rd day of October, 2023.

AYES: _____

NOES: _____

APPROVED:

Don Bennett, Mayor

ATTEST:

Jeremy Caudle, City Recorder

Section 5: City of Lowell



Version 4.0 (October 2023 – October 2028)

Developed as an annex to the Lane County Multi-Jurisdictional
Natural Hazard Mitigation Plan

Section 5.1: Natural Hazard Mitigation Meetings and Work Sessions

Development of the City of Lowell’s materials for the Natural Hazard Mitigation Plan involved participation by city, public works, school district, county emergency management, fire district, and law enforcement staff. The process followed FEMA’s prescribed model for organizing resources, identifying hazards, evaluating risk, identifying mitigation options, and prioritizing mitigation projects. For additional details regarding the planning process, please refer to Section 6 of Volume I.

Table 5.1: City of Lowell Planning Team

Name	Title	Agency
Jeremy Caudle	City Administrator	City of Lowell
Max Baker	Public Works Director	City of Lowell
Don Bennett	Mayor	City of Lowell
Lon Dragt	Fire Chief	Lowell Rural Fire Protection District
Jason Pickett	Facilities Manager	Lowell School District

Source: City of Lowell

Individual City Work Sessions

Work sessions with individual cities were conducted following the initial project orientation meeting and intervening months between general planning group meetings. These individual work sessions including Lowell are outlined in Table 5.2.

Table 5.2: City of Lowell Work Sessions

Date	Location	Meeting/Work Session
January 17, 2023	Lowell Rural Fire Protection District Station 1	City Council Regular Meeting
February 7, 2023	Lowell Rural Fire Protection District Station 1	City Council Regular Meeting
March 20, 2023	Lowell City Hall	Hazard Mitigation Team meeting
April 18, 2023	Lowell Rural Fire Protection District Station 1	City Council Regular Meeting

Subject matter discussed during work sessions included an overview of FEMA grant programs, discussion of common mitigation ideas, and specific project ideas for the City of Lowell. The result of this overall process was a thorough evaluation of risk factors and mitigation solutions. Certain hazards were highlighted with notable significance for Lowell, others found to be less relevant in a local context.

Section 5.2: Hazard Quantification

The City of Lowell faces high risk from the impacts of wildfire smoke, extreme heat, wildfires, and winter storms. There is also a local hazardous materials concern that is accounted for in the risk profile for this annex. Table 5.3 displays the results from Lowell’s hazard quantification.

Table 5.3: Lowell Hazard Quantification Results

Hazard Type / Weight Factor (WF)	History WF x 2	Probability WF x 7	Vulnerability WF x 5	Maximum Threat WF x 10	Raw Score	Weighted Score	Weighted Score Rank
Drought	20	70	50	100	40	240	1
Flood	16	70	50	100	38	236	2
Extreme Heat	16	56	40	100	34	236	3
Earthquake	16	70	40	100	36	226	4
Smoke	16	70	25	90	32	201	5
Wildfire	16	56	25	80	29	197	6
Pandemic	16	56	15	90	28	177	7
Winter Storm	20	28	15	100	27	163	8
Windstorm	20	49	5	80	28	154	9
Landslide	6	28	20	100	21	154	10
HazMat Incident	14	56	15	40	22	125	11
Dam Failure	2	14	15	30	9	61	12

Source: City of Lowell Natural Hazard Mitigation Team

Section 5.2.1: Individual Hazard Discussions

The City of Lowell evaluated 12 natural hazards for its local risk assessment. In addition to the hazard types included in Volume I: County Base Plan, Lowell also chose to assess hazard types treated as secondary hazards or cascading impacts of those hazards evaluated countywide, namely Smoke as a component of Wildfire and Extreme Heat as a component of Extreme Weather. Lastly, Lowell addresses Pandemic and Dam Failure as hazard types although they were removed from evaluation in the County Base Plan (see Section 2.1 in Volume I for further explanation).

Smoke

Smoke from surrounding forest fires have affected the city for weeks at a time, resulting in hazardous air quality. Hazardous air quality results in canceling outdoor activity and work. Citizens with poor health conditions experience negative health effects from poor air quality.

Extreme Heat

This area is experiencing a higher frequency of extreme heat events in the summer, which includes temperatures in the 90-to-100-degree range. Many residents do not have central air conditioning, which results in dangerous conditions and risk of heat exhaustion or heat stroke. Extreme heat also increases the risk of wildfire near Lowell.

Wildfire

Nearly every two (2) years for the past 6 years, significant wildfires have threatened the city. The city has been under a Level 1 evacuation notice twice in the past 6 years. The frequency of these threats has increased in recent years. Nearby Disappointment Butte poses a risk due to heavily forested areas serving as a potential fuel source that could ignite starting a wildfire close to the city. Recent housing developments have been built in forested areas. The eastern section of the city is bordered by a national forest. The embers and ash from wildfires in these areas could cause spot firing within the city.

Winter Storm

A significant winter storm would result in city-wide power outages. Roads would be impassable and the ability to commute to the Eugene/Springfield area, 20 miles away, for supplies or medical assistance would be difficult or impossible. Downed trees could result in damage to property, blocked roadways, and downed power lines. A winter storm involving abnormally low temperatures would cause water lines to freeze and burst, in turn affecting water service to residents.

Hazardous Materials Incident

A railroad passes by the city and Dexter Reservoir. A derailment involving hazardous materials could cause pollution to Dexter Reservoir, which provides drinking water to the city. Highway 58 also passes by the city and reservoir. A wreck involving hazardous materials could have the same effect. The city's water and sewer plants use hazardous materials such as sodium hypochlorite. A spill involving these chemicals could lead to evacuation of the southern area of the city, including the school campus, as well as the reservoir. A gas station exists in the city, which receives frequent deliveries of gasoline and propane. A wreck involving the delivery trucks could result in spills that would have detrimental localized effects. Under the worst-case scenario involving hazardous materials spill in the reservoir, water service would be discontinued until the spill is cleaned up.

Windstorm

An estimated 80 percent (80%) of electric service wires within the city is above ground. The main distribution system is 100 percent (100%) above ground. Around 2008 or 2009, a windstorm event involving 90 mile per hour winds occurred in the area, which damaged roofs and other property. In 2022, 60 mile per hour gusts occurred affecting the city. When these windstorms occur, the electric utilities turn off electric service as a precaution. In the summer, when temperatures are dangerously high, the lack of electric service affects citizens' ability to use air conditioning. The preventative electric turn-offs can last for several days at a time.

Pandemic

The Lowell community, like the rest of the world, recently experienced the COVID-19 pandemic. Due to the isolated nature of Lowell, the community did not experience as high a transmission rate compared to surrounding urban areas at the outset of the pandemic. Future pandemics could result in illness or isolation of critical staff in the community, which would result in inability to respond to public health or other emergencies. Future pandemics could also cause high rates of illness or death among city residents.

Dam Failure

If the two (2) dams near Lowell fail, then a risk exists that water from a dam failure could cause extensive damage to property. Lookout Point Dam is located to the east of the city and Dexter Dam is located to the west. The two (2) dams are earthen and concrete structures. Abnormally high rains could cause flood water to top the dams, causing structural damage resulting in dam failure. The structures of the dams have not been upgraded since their construction in the 1950s. Failure to Fall Creek Dam, located about four (4) miles north of the city limits could possibly affect property in the city as well as transportation access into the city.

Earthquake

Compared to other areas on the west coast, the Lowell area has a lower risk for earthquakes that are likely to cause property damage, though lower magnitude earthquakes do occur. A Cascadia subduction event, however, would cause catastrophic damage to property and utilities. Transportation into the city depends on the causeway leading to Pioneer Street, as well as numerous bridges in Jasper for Jasper-Lowell Road. Connection to Eugene/Springfield along Highway 58 also depends on bridges. A severe earthquake that damages bridges and connectivity would isolate Lowell for weeks. This would limit the ability of supplies and medical assistance to enter the community. A Cascadia subduction event likely would damage the dams near the city, in turn causing flooding. For that reason, the maximum threat scenario would also cause two (2) other hazards identified in this annex—dam failure and flooding—to occur.

Drought

The city is fortunate to be located next to Dexter Reservoir, which provides drinking water for Lowell. Summers are becoming increasingly dry, which increases the risk of wildfire. The impacts to drought will be low if Dexter Reservoir continues to be a reliable source of water for the city. The city also has three (3) deep wells that it can use as back-up water sources in case of prolonged drought.

Flood

The US Army Corps of Engineers operates the three (3) dams in Lowell's vicinity for flood control, which minimizes the risk of flooding. Atmospheric river events and other heavy rains tend to drain into the reservoir, so risks of standing water are low. FEMA's flood maps show that some residences are in a floodplain around Dexter Reservoir. A risk does exist that the city's water treatment system cannot absorb abnormally high rain, which would result in overflows and discharges into the reservoir.

National Flood Insurance Program

The City of Lowell is a formal program participant in good standing and considers continued participation as integral to future flood mitigation efforts. Participation consists of adoption and maintenance of Flood Insurance Rate Maps (FIRMs) which define Special Flood Hazard Areas (SFHAs) and maintenance of an ordinance regulating future development in SFHAs. The Flood Insurance Rate Map Community Number for Lowell is **410125**. Compliance with the program is pursuant to the City of Lowell's floodplain ordinance.

NFIP Policies in Force

Policies in Force: **1**

Insurance in Force: **\$280,000**

Premium in Force: **\$607**

Insurance Claim Data:

There are no reported claims for the City of Lowell.

Data Definitions

Policies in Force – Policies in force on the “as of” date of the report.

Insurance in Force – The coverage amounts for policies in force.

Premium in Force – The premium paid for policies in force.

Landslide

Landslides occur on Highway 58 and Jasper-Lowell Road, which connect the city to urban areas. Landslides along these highways would affect the ability to get supplies and assistance into the city. Hillside developments exist and are planned in the city. A risk exists that heavy rains or earthquakes could cause structural instability for these developments. The city’s hillside development regulations, however, mitigate the risks of structural failure on hillsides. The slopes surrounding the city tend to be gradual.

New Development in Hazard Areas

There was significant growth in housing units for the period. Areas on southern side of the city are designated as Special Flood Hazard Areas (SFHAs), and there was no development in these areas. Recent development has been located near steep slopes. Examples include the recent Crestview Estates subdivision, which is also in a wildfire hazard area. The Sunset Hills subdivision (currently under construction as of April 2023) is also located on a hillside. Finally, the Lake Town Subdivision (approved but not under construction as of April 2023) is on a hillside, too. Hillside development is subject to engineering controls and review, under the City’s hillside development ordinances. This mitigates risk of landslides and structural failure on hillsides.

Section 5.3: Mitigation Projects

This section describes mitigation projects identified by Lowell during the planning process. See Volume I, Section 4 for additional information regarding mitigation action item methodology and prioritization.

Mitigation Action Item (a)	Complete backbone pipeline and water storage mitigation projects from 2022 Seismic Risk Assessment and Mitigation Plan.
Location	Citywide
Coordinating Agencies	Lowell Public Works
Implementation Timeframe	Over next 50 years
Estimated Cost	\$5,876,825
Potential Funding Sources	Infrastructure Finance Authority, USDA, general obligation, or revenue bonds
Hazards Mitigated	Earthquake, Wildfire
Comments	The existing backbone has several significant risks. The existing backbone is constructed of AC and PVC pipe, which are both known to be very susceptible to damage in a seismic event. The sole water storage tanks are constructed in or downslope of an area that has been identified as having a high risk of landslide. In addition, the core of the city has a high risk of liquefaction, leading to increased risk and severity of ground displacement, pipe breakage, and general damage.

Mitigation Action Item (b)	Complete generator and electrical service improvements at Lowell School District and Lowell Rural Fire Protection Districts to allow community warming and cooling centers.
Location	Lowell High School or Elementary School cafeteria or gym; Lowell Fire Department conference room
Coordinating Agencies	Lowell Rural Fire Protection District; Lowell School District; City of Lowell
Implementation Timeframe	By the end of 2024
Estimated Cost	School district – \$1,000,000+ to increase power sustainability to operate a community cooling or warming center. Lowell Rural Fire Protection District -- \$45,000 to install emergency generators.
Potential Funding Sources	Community Renewable Energy Project grant from Lowell School District. Application is pending.
Hazards Mitigated	Smoke; Wildfire; Winter Storm
Comments	This project will allow the Lowell Rural Fire Protection District and Lowell School District to operate cooling or warming centers for the public.

Mitigation Action Item (c)	Explore reactivating city wells as back-up water sources to respond to hazmat, drought, or earthquake risks.
Location	Lowell Water Plant
Coordinating Agencies	Lowell Public Works Department
Implementation Timeframe	24 to 36 months
Estimated Cost	\$20,000 in engineering fees/studies
Potential Funding Sources	Water Fund budget
Hazards Mitigated	Drought, HazMat Incident
Comments	Explore reactivating city wells as back-up water sources to respond to hazmat or drought. Lowell has two (2) groundwater rights. Due to water quality concerns, these wells are held in reserve for emergency use. This action item would involve analyzing the feasibility of diluting well water with surface water from the reservoir. This would apply in cases where severe drought, poor water quality from upstream wildfire ash, or hazmat emergencies reduce how much water the city could use from the reservoir.

Mitigation Action Item (d)	Prepare citywide evacuation plan to respond to dam failure, wildfire, and “go now” orders.
Location	Citywide
Coordinating Agencies	City of Lowell, Lowell Rural Fire Protection District, Lowell School District
Implementation Timeframe	24 to 36 months
Estimated Cost	Budget staff time if done in-house; \$20,000 to \$50,000 if hiring a consultant
Potential Funding Sources	General fund budget from the 3 agencies listed above
Hazards Mitigated	Dam Failure, Wildfire
Comments	Prepare evacuation plan to respond to dam failure, wildfire “go now,” evacuation alerts, and so on.

Mitigation Action Item (e)	Wildfire mitigation planning and fuels reduction for areas surrounding the city
Location	City-wide
Coordinating Agencies	City of Lowell; Oregon Department of Forestry; Sunridge Firewise group
Implementation Timeframe	24 to 36 months
Estimated Cost	Wildfire mitigation - \$25,000 estimate; wildfire mitigation planning - \$25,000 to \$50,000 estimate to hire a consultant
Potential Funding Sources	Oregon Department of Forestry; FEMA; USDA; Community Wildfire Defense Grant (CWDG);
Hazards Mitigated	Wildfire
Comments	The SunRidge Firewise group is a resource for this item. The Firewise group has been active in seeking grant funding on behalf of the City to fund fuels mitigation projects. This group would also be interested in participating in the planning, and they have established a working relationship with ODF foresters.

Mitigation Action Item (f)	Inflow and Infiltration Repairs for City Wastewater System
Location	Lowell Sewage Treatment Plant
Coordinating Agencies	City of Lowell
Implementation Timeframe	24 months
Estimated Cost	\$100,000
Potential Funding Sources	BRIC, Department of Environmental Quality (DEQ), Oregon Water Resources Department
Hazards Mitigated	Flood
Comments	In 2023, the City completed a study identifying and recommending faulty sections of the wastewater collection system. This Inflow and Infiltration (I/I) study identified several locations where stormwater found entry into the wastewater system. The study also recommended repairs for each section. The city’s wastewater treatment system has struggled to treat wastewater during excessive rain. By reducing I/I into the wastewater system, the city will reduce the risk of discharging untreated sewage during flooding and excessive rains.

Mitigation Action Item (g)	Landslide Hazard Mapping & Hillside Development Standards
Location	City of Lowell
Coordinating Agencies	City of Lowell, DOGAMI, Lane County
Implementation Timeframe	18 – 24 months
Estimated Cost	\$85,000
Potential Funding Sources	BRIC, DLCD Technical Assistance, HMGP
Hazards Mitigated	Landslide
Comments	The City would distribute a Request for Proposal (RFP) to contract with a geotechnical engineering firm to develop a landslide hazard risk map for the City of Lowell. The risk map would bring the city’s current hazard awareness update to date and provide recommendations for updating the city’s hillside development standards to mitigate the impacts of landslides on properties within portions of the city exposed to this hazard type.

Section 5.4: Plan Implementation and Maintenance

In keeping with standard practices to ensure incorporation of overall goals and strategy of the NHMP, the City of Lowell hazard mitigation team members will be invited to participate in future development or existing plan update committees. Additionally, this NHMP will be cited as a technical reference for plan update processes. Planning documents and mechanisms applicable to this process may include the following:

City of Lowell Comprehensive Plan

City of Lowell Development Code (including hillside development standards and floodplain development standards)

Building Code

Water Master Plan**Sewer Master Plan (update in progress as of April 2023)**

Additionally, progress to implement this plan will be monitored on an ongoing basis by city staff and administration. The planning process is essential in identifying weaknesses and strengths inherent in the community, and cooperatively enables coordination with various agencies and jurisdictions that might not otherwise occur. Continuing this cooperative and interactive process is exemplified by the planning process. Annual reviews and update under a 5-year cycle will be pursued. Using these methods, the overarching goal of a stronger, safer, more resilient community can be attained.

Agenda Item Sheet
City of Lowell City Council



Type of item:	Resolution
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Item title/recommended action:

Motion to approve an "Amendment of easement" with Lookout Point LLC regarding the "Temporary emergency vehicle turnaround easement," recorded on May 26, 2023 as Reception Number 2021-035493 and located on Tract C of Crestview Estates, and to authorize the City Administrator to sign. – Discussion/ Possible action

Justification or background:

A condition of approval for the Crestview Estates subdivision was the creation of an emergency vehicle turnaround at the top of Rockcrest Drive. The turnaround easement is supposed to be temporary. If Rockcrest Drive is ever extended further up the hill, then the turnaround easement is to be extinguished.

Before the subdivision was constructed, a private access easement to benefit lot C was recorded. Lot C is the 20 acre parcel directly to the east of the subdivision. This private access easement connected lot C to N Moss St through a gravel road. Now that lot C can have access through Rockcrest Drive, the owner of the access easement is willing to release it.

Prior to releasing the easement, however, the emergency turnaround easement needs to be amended. The reason is that the developer altered the slope around the turnaround in such a way that the road leading to tract C needs to be reconfigured. This road will intersect the turnaround easement and require grading changes.

The Lowell Rural Fire Protection District chief met with the owner of tract C and developed a solution that will ensure that emergency vehicles can still turnaround at the top of the hill. That solution is for the tract C owner to provide a fire truck backup area. Exhibit A on the "amendment of easement" shows this backup area.

Agenda Item Sheet
City of Lowell City Council



Type of item:	Resolution
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The amendment of easement also states that the owner of tract C is willing to release the easement located on the back of the properties to the north of Rock Crest Drive. (See the Exhibit A to Easement Agreement. This shows the private access easement, as well as lot C highlighted.)

Budget impact:

N/A

Department or Council sponsor:

Administration

Attachments:

"Amendment of easement"; temporary turnaround easement; Exhibit A to easement agreement (Recording #2015-010682).

Meeting date:	10/03/2023
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After recording return to:
Lookout Point LLC
40160 East First Street
Lowell, OR 97452

AMENDMENT OF EASEMENT

PROPERTY: Tract C of Crestview Estates, 19-01-11-31-2900

PARTIES: City of Lowell, an Oregon Municipal Corporation
Lookout Point LLC, an Oregon Limited Liability Company

RECITALS:

1. On May 26, 2021, McDougal Bros. Investments granted to City of Lowell a Temporary Emergency Vehicle Turnaround Easement, recorded as Reception Number 2021-035493. The temporary easement was intended to site a hammerhead turnaround for fire trucks at the end of the newly dedicated public street Rockcrest Drive.
2. At the time the Temporary Emergency Vehicle Turnaround Easement was granted, a senior roadway and utility easement existed across the same area, recorded as Reception Number 2015-010682.
3. When the hammerhead turnaround was installed within the Temporary Emergency Vehicle Turnaround Easement area, it destroyed the gravel roadway subject to senior easement 2015-010682. That gravel roadway cannot now be rebuilt in its original location due to grade changes associated with the hammerhead.
4. The current owner of the dominant estate of senior easement 2015-010682 is willing to release its easement and renegotiate a new easement in a different location to the south of the Temporary Emergency Vehicle Turnaround Easement area, with the current owner of the servient estate, Lookout Point LLC.
5. Before senior easement 2015-010682 can be relocated, the terms of the Temporary Emergency Vehicle Turnaround Easement must be amended to permit grade changes in the southern half of the easement area, so that the replacement roadway has acceptable grade and curvature.
6. The parties have consulted with the chief of the Lowell Rural Fire Protection District and determined that the necessary grade changes can be made without precluding use of the Temporary Emergency Vehicle Turnaround Easement area for its intended purpose as a fire truck turnaround, provided certain parameters are met.

AMENDMENT OF EASEMENT:

1. The above recitals are incorporated herein by reference.
2. The easement recorded on May 26, 2021 as Reception Number 2021-035493 is amended as follows:
3. The attached Exhibit A shall be appended to the easement.

4. The following paragraphs shall be added to the text of the easement:

“In the southwestern half of the easement area, shown with a thick border on Exhibit A, a gravel access road may be constructed to serve the underlying or adjacent property, or any other property tributary thereto, regardless of ownership of said property. The access road shall be located approximately as shown on Exhibit A.

Grade changes, embankments and/or retaining walls to build said access road with appropriate grade and curvature may be made within the southwestern half of the easement, even if said grade changes make that portion of the easement area unusable for fire truck turnaround purposes.

Provided however, that if said grade changes are made, a fire truck backup area at least 10’ wide by 30’ long must be provided in the location shown on Exhibit A. The area must be constructed to permit a fire truck to back into the area and exit with a left turn onto Rockcrest Drive, and shall have no more than 5% cross-slope.

The City of Lowell may, at its option, elect to pave portions of the access road and/or fire truck backup area that lie within the easement area.”

DATED this ___ day of _____, 2023.

CITY OF LOWELL, an Oregon Municipal Corporation

By: Jeremy Caudle, City Manager

STATE OF OREGON, County of Lane, ss.

This instrument was acknowledged before me this _____ day of _____, 2023 by Jeremy Caudle, City Manager of the City of Lowell, an Oregon Municipal Corporation.

Notary Public for Oregon
My Commission Expires: _____

LOOKOUT POINT LLC, an Oregon Limited Liability Company

By: Mia Nelson, Manager

STATE OF OREGON, County of Lane, ss.

This instrument was acknowledged before me this _____ day of _____, 2023 by Mia Nelson, Manager of Lookout Point LLC, an Oregon Limited Liability Company.

Notary Public for Oregon
My Commission Expires: _____

EXHIBIT A



NEW GRAVEL
ACCESS ROAD →

←
FIRE TRUCK
BACKUP AREA

After recording return to:
McDougal Bros. Investments
P.O. Box 518
Creswell, OR 97426

Lane County Clerk
Lane County Deeds and Records

2021-035493



\$87.00

05/26/2021 10:28:05 AM

Send tax statements to:
City of Lowell
107 E. 3rd Street
Lowell, OR 97452

RPR-ESMT Cnt=1 Pgs=1 Stn=1 CASHIER 06
\$5.00 \$10.00 \$11.00 \$61.00

TEMPORARY EMERGENCY VEHICLE TURNAROUND EASEMENT

McDougal Bros. Investments, **GRANTS** to the **CITY OF LOWELL, an Oregon Municipal Corporation**, an easement for fire and other emergency vehicle turnaround. The easement is described as:

That area shown as 115' x 190' at the East end of Rockcrest Drive and labeled as a Temporary Emergency Vehicle Turnaround Easement as shown on Sheet 2 of Crestview Estates as recorded in Reception Number 2021-35492, Lane County Oregon Plat Records.

This easement is public and intended as an area for emergency vehicles (fire trucks) to turn around. This easement is temporary and is to be extinguished at the time Rockcrest Drive is extended past the easement area.

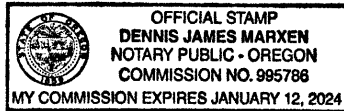
The true and actual consideration for this conveyance is \$ --0--.

Dated this 13 day of MAY, 20 21

x *[Signature]*

STATE OF OREGON, County of Lane, ss:

This instrument was acknowledged before me this 13 day of MAY, 20 21 by MELVIN L MCDUGAL as Member of McDougal Bros. Investments.



[Signature]
Notary Public For Oregon
01/12/2024
My Commission Expires

Approved and accepted by City of Lowell, Oregon.

[Signature]
Jeremy Caudle, Administrator
City of Lowell
City File No. LU 2019-06

5/13/2021
Date

Exhibit "A" to Easement Agreement

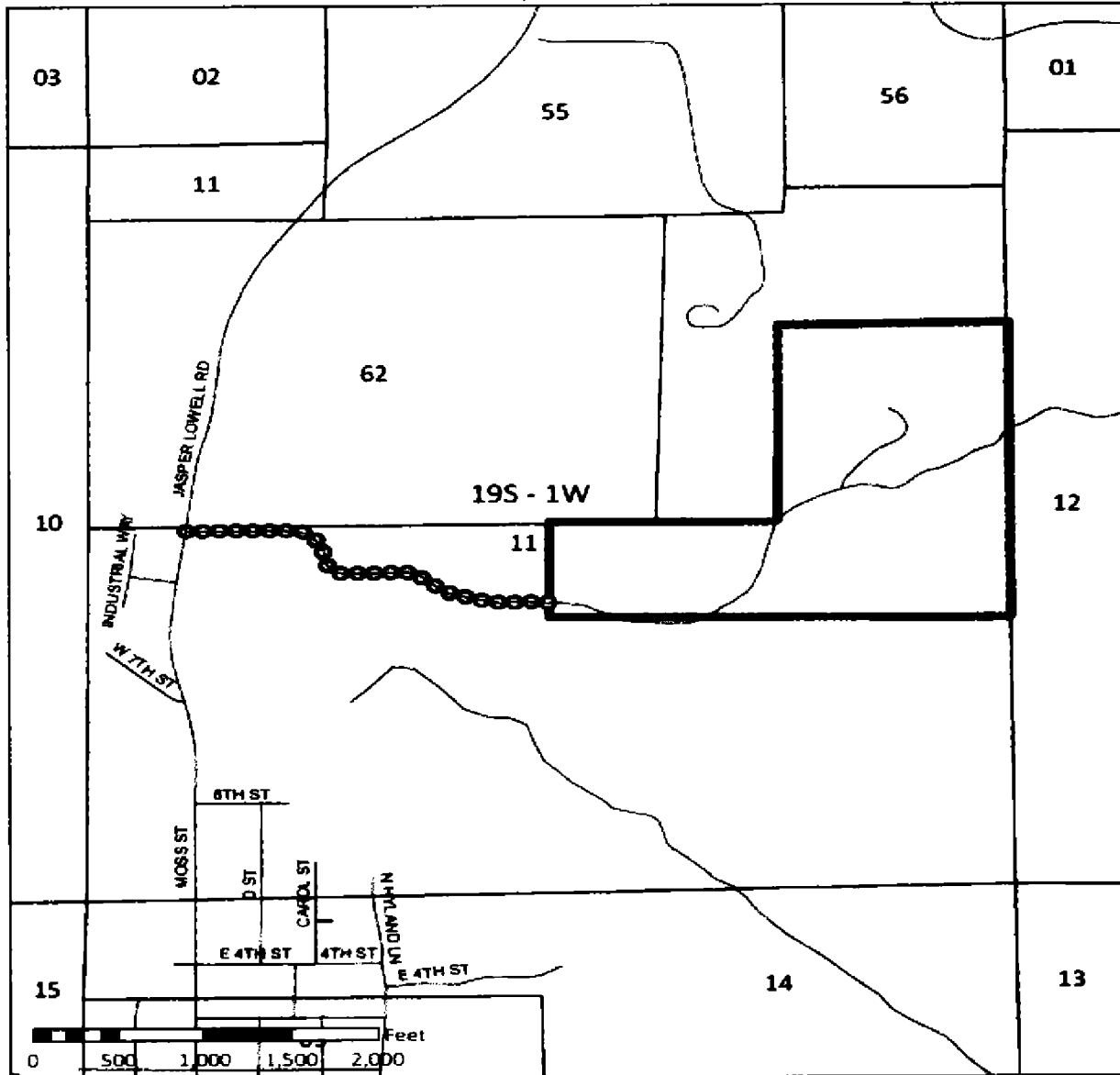


Exhibit " A "
 T19S-R01W Section 11
 Lane County, OR

○○○○ Easement Grant



Plum Creek

GIS Services - PH/INR Feb 20, 2015
 T19SR01W_Sec11_EasementGrant.mxd

Agenda Item Sheet

City of Lowell City Council

Type of item:	Contract
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Item title/recommended action:

Motion to approve an "Intergovernmental partnership agreement" for "ePermit system and services" with the Oregon Department of Consumer and Business Services, Building Codes Division, and to authorize the City Administrator to sign. – Discussion/ Possible action

Justification or background:

HB 2415 requires all local governments to provide electronic permitting by January 2025. City staff recommend providing this service through the Oregon Building Code Division's system. This will be at no cost to the city, and the division's staff will assist the city with implementing the system. To get started, City Council approval of the intergovernmental partnership agreement is necessary. Staff recommend including land use applications and code enforcement in the system, along with building permits. This, too, will be at no cost to the city.

Budget impact:

N/A

Department or Council sponsor:

Administration

Attachments:

Intergovernmental partnership agreement

Meeting date:

10/03/2023

INTERGOVERNMENTAL PARTNERSHIP AGREEMENT
ePermit System and Services

THIS INTERGOVERNMENTAL PARTNERSHIP AGREEMENT (“Agreement”) is effective when all required signatures have been obtained by and between The State of Oregon, acting by and through the Department of Consumer and Business Services (DCBS), Building Codes Division (“BCD”) and the City of Lowell (“Jurisdiction”), a political subdivision of the State of Oregon. BCD and the Jurisdiction may collectively be referred to herein as the Parties and individually as a Party. The Parties enter into this Agreement to cooperate and share services pursuant to the authority granted under ORS 455.185. The purpose of this Agreement is to encourage economic development through construction and to experiment and innovate for administration of building inspection programs. It is in the best interest of BCD and Jurisdiction’s leaders to ensure that construction-related development activities proceed in a manner that is quick, efficient, and practical. Having a flexible and responsive system requires sufficient staff and resources to be available to construction businesses. By partnering, BCD and Jurisdiction can explore new ways to maximize the use of scarce resources. This Agreement supersedes and amends and replaces in its entirety any pre-existing intergovernmental partnership agreement for the ePermit System and Services between Jurisdiction and BCD.

DCBS:

Celina Patterson
e-Permitting Manager
1535 Edgewater Street NW
PO Box 14470
Salem, OR 97309
(503) 373-0855

Jurisdiction:

Jeremy Caudle
City Administrator
PO Box 490
Lowell, OR 97452
(541) 397-2157
jcaudle@ci.lowell.or.us

RECITALS

- A. Oregon Revised Statute ORS 455.095 provides that DCBS shall develop and implement a system that provides electronic access to building permitting information. The statute also requires DCBS to make the system accessible for use by municipalities in carrying out the building inspection programs administered and enforced by the municipalities.
- B. The Department of Administrative Services Procurement Office, on behalf of DCBS, issued a Request for Proposal (RFP) for a statewide electronic permit system and

associated products and services. Accela, Inc. was the successful proposer. DCBS and Accela Inc. executed a contract in August, 2008 (“ePermit contract”), by which Accela, Inc. licensed to DCBS ePermitting system software, an Integrated Voice Recognition (IVR) system and provided related configuration, implementation and hosting services (collectively the “ePermit System”).

- C. The ePermit contract provided that the ePermit System and related Services would be available to municipalities (“Participating Jurisdictions”).
- D. BCD is the division of DCBS that implements and administers the ePermitting system.
- E. Jurisdiction has requested that BCD provide access to the ePermitting System and related Services to Jurisdiction and to implement the Jurisdiction as a Participating Jurisdiction as set forth in the ePermitting contract.
- E. BCD is willing, upon the terms of and conditions of this Agreement, to provide access to Jurisdiction to the ePermitting System and related Services and to implement Jurisdiction as provided herein.

1. DEFINITIONS.

- 1.1. As used in this Agreement, the following words and phrases shall have the indicated meanings.
- 1.2. “Agreement” means this Regional Partnership Agreement.
- 1.3. “ePermitting Contract” has the meaning set forth in Recital B and includes all amendments.
- 1.4. “ePermit System” means the entire system including the ePermitting software, licensed, implemented and configured pursuant to the ePermit contract and related Services including hosting, mobile applications and IVR.
- 1.5. “Jurisdiction” has the meaning set forth in the first paragraph of this Agreement.

2. TERM, RENEWAL AND MODIFICATIONS.

- 2.1. Term. This Agreement is effective, and will be considered fully executed, upon signature by both parties, and shall remain in effect until termination of this Agreement as provided herein. Unless otherwise terminated as provided herein, this Agreement will be in effect for the period that Jurisdiction administers and enforces a building inspection program. This Agreement will automatically renew if or when the Jurisdiction’s program assumption is renewed for an additional period.
- 2.2. Agreement Modifications. Notwithstanding the foregoing, or any other provision of the Agreement, BCD may propose a modified Agreement or new intergovernmental agreement for Jurisdiction access to the ePermit System. BCD will propose such

modified Agreement or new intergovernmental agreement with at least 60 days written notice prior to expiration of the Jurisdiction's current program assumption period. The new intergovernmental agreement or modified Agreement will be effective on the effective date of the renewal of Jurisdiction's program assumption. If the parties cannot agree to the new intergovernmental agreement or modified Agreement, this Agreement will terminate effective on the renewal date of Jurisdiction's program assumption. Additionally, during the term of this Agreement, BCD may propose modifications to this Agreement; such modifications will become effective upon mutual agreement by the parties in accordance with section 19 of this Agreement.

3. PERFORMANCE AND DELIVERY.

3.1 Responsibilities of BCD.

- 3.1.1. BCD shall use its best efforts to provide Jurisdiction access to the ePermit System and related Services. BCD shall use best efforts to provide the Jurisdiction with satisfactory access on a parity with all other jurisdictions implemented by BCD to the ePermit System.
- 3.1.2. BCD will implement the Jurisdiction's access using the process according to the ePermitting Implementation Methodology set forth in Exhibit E. If a Work Order Contract is used to implement a specific city or county, a copy of that Work Order Contract will be provided in Exhibit D.
- 3.1.3. Upon implementation, Jurisdiction will have access to the System and the functionality, as described in Exhibit E.
- 3.1.4. BCD will provide technical support for the ePermit program. Support is available 8:00 a.m. to 5:00 p.m. Monday through Friday, except for state-observed holidays and from 8:30-10:00 am on Mondays when ePermitting staff holds its weekly staff meeting. The general support structure shall be as follows:
 - 3.1.4.1. State ePermitting team provides technical support to participating city or county.
 - 3.1.4.2. Accela provides technical support to State ePermitting team.

In the event that the State team is unable to communicate a solution to the participating city or county, the State team will facilitate communication between Accela and participant.

- 3.1.5 BCD will provide software that fulfills the Jurisdiction's basic requirement for accepting and reviewing electronic plans.

3.2. Responsibilities of Jurisdiction.

- 3.2.1. Jurisdiction agrees to the requirements of Exhibit A.

3.2.2. Jurisdiction agrees to abide by the terms and conditions of the Software License set forth in Exhibit B.

3.2.3. Jurisdiction agrees to abide by the implementation model that is identified in Exhibit E.

4. COMPENSATION AND PAYMENT

4.1 Not-to-Exceed Compensation. The maximum, not-to-exceed compensation payable by Jurisdiction to BCD under this contract, which includes any allowable expenses, is \$50,000.00.

4.2 Invoicing. BCD may invoice Jurisdiction for services rendered under Exhibit E. BCD will submit all invoices to Jurisdiction upon completion of the services. Invoices must be paid within 30 days of receipt.

5. REPRESENTATIONS AND WARRANTIES.

5.1 Representations of Jurisdiction. Jurisdiction represents and warrants to BCD as follows:

5.1.1. Organization and Authority. Jurisdiction is a political subdivision of the State of Oregon (or an intergovernmental entity formed by political subdivisions of the State of Oregon under ORS Chapter 190) duly organized and validly existing under the laws of the State of Oregon. Jurisdiction has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder. Jurisdiction has assumed and administers a building inspection program under ORS 455.148 to ORS 455.153.

5.1.2. Due Authorization. The making and performance by Jurisdiction of this Agreement (1) have been duly authorized by all necessary action of Jurisdiction and (2) do not and will not violate any provision of any applicable law, rule, and regulation.

5.1.3. Binding Obligation. This Agreement has been duly executed and delivered by Jurisdiction and constitutes a legal, valid and binding obligation of Jurisdiction, enforceable according to its terms.

5.1.4. Jurisdiction has reviewed the ePermit Contract and ePermit System and is knowledgeable of the ePermit system functionality and performance and has entered into this Agreement based on its evaluation of the ePermit Contract and the ePermit System

5.2. Representations and Warranties of BCD. BCD represents and warrants to Jurisdiction as follows:

5.2.1. Organization and Authority. BCD is a division of DCBS, an agency of the state government and BCD has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

5.2.2. Due Authorization. The making and performance by BCD of this Agreement (1) have been duly authorized by all necessary action of BCD and DCBS and (2) do not and will not violate any provision of any applicable law, rule, and regulation.

5.2.3. Binding Obligation. This Agreement has been duly executed and delivered by BCD and constitutes a legal, valid and binding obligation of BCD and DCBS; it is enforceable according to its terms.

5.2.4. Performance Warranty. BCD will use its best efforts to provide Jurisdiction access to the ePermit System according to the ePermit contract. Notwithstanding the foregoing, Jurisdiction understands and agrees that the ePermit System is composed of software and services provided by third parties and BCD has no responsibility to Jurisdiction for the functionality or performance of the ePermit System.

5.3. The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

6. ACCESS TO RECORDS AND FACILITIES.

6.1. Records Access. DCBS, BCD, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives may access the books, documents, papers and records of the Jurisdiction that are directly related to this Agreement, for the purpose of making audits, examinations, excerpts, copies and transcriptions.

6.2. Retention of Records. Jurisdiction shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination of this Agreement.

6.3. Public Records. Jurisdiction is deemed the Custodian for the purposes of public records requests regarding requests related to Jurisdiction's building inspection program.

7. JURISDICTION DEFAULT.

Jurisdiction shall be in default under this Agreement upon the occurrence of any of the following events:

7.1. Jurisdiction fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.

7.2. Any representation, warranty or statement made by Jurisdiction herein is untrue in any material respect when made.

8. BCD DEFAULT.

BCD shall be in default under this Agreement upon the occurrence of any of the following events:

- 8.1. BCD fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- 8.2. Any representation, warranty or statement made by BCD herein is untrue in any material respect when made.

9. TERMINATION BY JURISDICTION.

Jurisdiction may terminate this Agreement in its entirety as follows:

- 9.1. For its convenience, upon at least six calendar months advance written notice to BCD, with the termination effective as of the first day of the month following the notice period;
- 9.2. Upon 30 days advance written notice to BCD, if BCD is in default under this Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as Jurisdiction may specify in the notice; or
- 9.3. Immediately upon written notice to BCD, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that Jurisdiction no longer has the authority to meet its obligations under this Agreement.

10. TERMINATION BY BCD.

BCD may terminate this Agreement as follows:

- 10.1. For its convenience, upon at least twenty-four calendar months advance written notice to Jurisdiction, with the termination effective as of the first day of the month following the notice period.
- 10.2. Upon termination of the ePermit Contract with such reasonable notice to Jurisdiction as feasible under the terms of the ePermit Contract.
- 10.3. Immediately upon written notice to Jurisdiction if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that DCBS no longer has the authority to meet its obligations under this Agreement.
- 10.4. Upon 30 days advance written notice to Jurisdiction, if Jurisdiction is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as BCD may specify in the notice.
- 10.5. Immediately, in the event that Jurisdiction no longer administers and enforces a building inspection program.

11. EFFECT OF TERMINATION.

11.1. No Further Obligation. Upon termination of this Agreement in its entirety, BCD shall have no further obligation to provide access to the ePermit System and related Services to Jurisdiction.

11.2. Survival. Termination or modification of this Agreement pursuant to sections 8 and 9 above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination, Jurisdiction shall immediately cease all activities under this Agreement, unless expressly directed otherwise by BCD in the notice of termination.

11.3. Minimize Disruptions. If a termination right set forth in section 8 or 9 is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

11.4. Jurisdiction Data. Jurisdiction may obtain a copy of all of its data related to its usage of ePermitting, for usage in a move into a Jurisdiction-administered electronic system, by submitting a written request to BCD as part of Jurisdiction's notice of termination, or within 60 days of termination of this agreement. BCD will request the data from Accela, and Accela will provide the data in the same format as the Accela database.

12. NOTICE.

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Jurisdiction or BCD at the addresses or numbers set forth on page one of this agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against BCD, any notice transmitted by facsimile must be confirmed by telephone notice to BCD's ePermitting Manager. To be effective against Jurisdiction, any notice transmitted by facsimile must be confirmed by telephone notice to Jurisdiction's City Manager. Any communication or notice given by personal delivery shall be effective when actually delivered.

13. SEVERABILITY.

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of

the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

14. COUNTERPARTS.

This Agreement may be executed in several counterparts, 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.

15. GOVERNING LAW, CONSENT TO JURISDICTION.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between BCD (and/or any other division, agency or department of the State of Oregon) and Jurisdiction that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Jurisdiction, by execution of this agreement, hereby consents to the in personam jurisdiction of said courts.

16. COMPLIANCE WITH LAW.

The parties shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement. All employers, including BCD and Jurisdiction, that employ subject workers who provide Services 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.

17. ASSIGNMENT OF AGREEMENT, SUCCESSORS IN INTEREST.

The parties agree there will be no assignment or delegation of the Agreement, or of any interest in this Agreement, unless both parties agree in writing. The parties agree that no services required under this Agreement may be performed under subcontract unless both parties agree in writing. The provisions of this Agreement shall be binding upon and shall inure to the parties hereto, and their respective successors and permitted assignees.

18. NO THIRD-PARTY BENEFICIARIES.

BCD and Jurisdiction are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this

Agreement.

19. WAIVER.

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

20. AMENDMENT.

No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Administrative Services and Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. Jurisdiction, by signature of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

21. HEADINGS.

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

22. CONSTRUCTION.

This Agreement is the product of extensive negotiations between BCD and representatives of Jurisdiction. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

23. INDEPENDENT CONTRACTOR.

The parties agree and acknowledge that their relationship is that of independent contracting parties and that neither party is an officer, employee, or agent of the other as those terms are used in ORS 30.265 or otherwise.

24. LIMITATION OF LIABILITY.

24.1. Jurisdiction agrees that BCD shall not be subject to any claim, action, or liability ARISING IN ANY MANNER WHATSOEVER OUT OF ANY ACT OR OMISSION, INTERRUPTION, OR CESSATION OF ACCESS OR SERVICE UNDER THIS AGREEMENT. THE STATE SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES SUSTAINED BY THE POLITICAL SUBDIVISION, INCLUDING, BUT NOT LIMITED TO, DELAY, INTERRUPTION OF BUSINESS ACTIVITIES, OR LOST RECEIPTS THAT MAY RESULT IN ANY MANNER WHATSOEVER FROM ANY ACT OR OMISSION, INTERRUPTION,

OR CESSATION OF SERVICE.

24.2. EXCEPT FOR LIABILITY ARISING UNDER SECTION 26 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

25. FORCE MAJEURE.

Neither BCD nor Jurisdiction shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of BCD or Jurisdiction, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

26. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of all under this Agreement.

27. CONTRIBUTION

27.1. If any third party makes any claim or brings any action, suit or proceeding ("Third Party Claim") against a party (the "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. Either 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 liability with respect to the Third Party Claim.

27.2. With respect to a Third Party Claim for which BCD is jointly liable with the Jurisdiction (or would be if joined in the Third Party Claim), BCD 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 Jurisdiction in such proportion as is appropriate to reflect the relative fault of BCD on the one hand and of the Jurisdiction 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 BCD on the one hand and of the Jurisdiction 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. BCD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if BCD had sole liability in the proceeding.

27.3. With respect to a Third Party Claim for which the Jurisdiction is jointly liable with BCD (or would be if joined in the Third Party Claim), the Jurisdiction 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 BCD in such proportion as is appropriate to reflect the relative fault of the Jurisdiction on the one hand and of BCD 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 Jurisdiction on the one hand and of BCD 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 Jurisdiction's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

28. AGREEMENT DOCUMENTS IN ORDER OF PRECEDENCE.

This Agreement consists of the following documents that are listed in descending order of precedence:

- This Agreement less all exhibits;
- Exhibit A - Jurisdiction Obligations
- Exhibit B - ePermit License Agreement
- Exhibit C - ePermit Contract (not attached, but made available to Jurisdiction)
- Exhibit D-Work Order Contract
- Exhibit E - Implementation Model

All attached and referenced exhibits are hereby incorporated by reference.

29. MERGER CLAUSE. This Agreement and attached exhibits 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 waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary State approvals have been obtained. 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 BCD to enforce any provision of this Agreement shall not constitute a waiver by BCD of that or any other provision.

[Signature on following page]

JURISDICTION, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT JURISDICTION HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

A. Jurisdiction

By: _____ Date: _____

Printed Name: _____

Title: _____

B. State of Oregon, Acting by and through its Department of Consumer and Business Services, Building Codes Division

Reviewed By: _____ Date: _____

Printed Name: Dawn Bass _____

Title: Deputy Administrator _____

Executed By: _____ Date: _____

Printed Name: Miriha Aglietti _____

Title: Designated Procurement Officer _____

Exhibit A Jurisdiction Obligations

Jurisdiction Software

As part of the state hosted system, any software being used by Jurisdiction to support either the building permitting system or any supplemental products being purchased from Accela, must be compatible with the Accela product.

Electronic Document Acceptance

Beginning January 1, 2025, Jurisdiction is required by administrative law to accept electronic plans. Agency will provide software that fulfills the basic ability to meet this requirement; however, Jurisdiction may independently source their own software.

If Jurisdiction uses the Agency-provided software, then Jurisdiction will be required to comply with all third-party agreements associated with the software and must notify Agency promptly of any non-compliance. Jurisdiction must also comply with all Agency-provided instructions on the use of the software, including instruction relating to installation and removal of the software. Jurisdiction must remove or destroy any or all copies of the software at Agency's request.

Product Features

Jurisdiction agrees to sell permits online through the ePermitting Portal. Jurisdiction agrees to offer online and IVR inspection scheduling for permits in an appropriate status.

Jurisdiction agrees to offer online submittal of plan documents at appropriate point(s) in the application process as dictated by the Jurisdiction's workflow associated with each record type.

Permit Numbering Scheme.

As a full-service participant, Jurisdiction agrees to include the pre-assigned three digit prefix to all permits covered by and processed through ePermitting system. Permits for any supplemental products purchased through Accela, hosted in the State of Oregon environment and being serviced through the State of Oregon ePortal must also use the three-digit prefix in the permit number. Permits for supplemental products purchased through Accela that will not be hosted or maintained on the Oregon platform and that are not serviced through the State of Oregon ePortal are not required to use the three-digit prefix.

Status and Result Codes.

All status and result codes such as inspections, plan review, permit issuance status will be pursuant to a statewide uniform system. Jurisdiction shall only use the uniform status and result codes.

Inspection Codes.

Inspection types for code required inspections must be consistent throughout the state. Unique inspection types must be requested through and assigned by the ePermitting staff.

Supplemental Products Purchased by Jurisdiction through Accela.

Any supplemental product such as, but not limited to, Land Use, Enforcement, Licensing, or

other services, may be licensed directly to Jurisdiction by Accela. Support services for the supplemental products fall outside of the scope of this Intergovernmental Agreement and are therefore provided through direct agreement with Accela or other service provider. Installation of supplemental products onto the State hosted servers cannot occur before the State ePermitting team begins active development of the building permitting module.

Version (Product) updates.

Migration from one product version of Accela Automation to another product version will be regulated and coordinated through BCD. Supplemental products will be required to migrate to the same version of the product at the same time as the product version for the building product module. After implementation, Jurisdiction is required to test the configuration against new versions of the product in the timeframe specified by BCD.

**Exhibit B
Software License Agreement**

Note: DCBS through the ePermit Contract has the right to permit Jurisdictions to use the ePermit System software as set forth in Exhibit G, License Agreement, of the ePermit Contract. While the entire software license agreement between the State and Accela, Inc., including the added language in Amendment 7, has been provided here for continuity and ease of use, a participating city or county is only bound by Sections 3.1, 3.2, and 4 as specified in this Agreement.

1. Parties ACCELA	CUSTOMER
Accela, Inc.	State of Oregon
	Department of Consumer & Business
2633 Camino Ramon, Suite	Services P.O. Box 14470
120 Bishop Ranch 3	
San Ramon, California	Salem, OR 97309
94583 Attention: Contracts	Attention: Building Codes
Administration T: 925.659.3200	Division T: (503)378-4100 F:
F: 925.407.2722	(503)378-3989
e-Mail: contractsadrnin@accela.com	e-Mail: chris.s.huntington@state.or.us

This License Agreement ("LA") is intended for the exclusive benefit of the Parties; except as expressly stated herein, nothing will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

- 2.1 Term Provided that Customer signs and returns this LA to Accela **no later than August 8, 2008**, this LA is effective as of the date of Customers signature ("Effective Date") and will continue until terminated as provided herein.
- 2.2 Termination Either party may terminate if the other party materially breaches this LA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this LA, all rights granted to Customer are cancelled and revert to Accela.

3 Intellectual Property

- 3.1 License The software products ("Software") listed in Exhibit A are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Software and grants to Customer a perpetual, limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:

- 3.1.1 The Software is provided for use only by Customer employees. For the purposes of subsections 3.1, 3.2 and Sections 4 of this LA, Customer means: i)

the individual Jurisdiction with respect to its use of the Software, provided that the licensing fee has been paid for such Jurisdiction, and ii) the State of Oregon acting by and through its Department of Consumer and Business Services with respect to its use of the Software.

- 3.1.2 The Software may be installed on one or more computers but may not be used by more than the number of users for which the Customer has named user licenses. For the purposes of this License Agreement, the Customer has unlimited use, per department, of any license covered by this agreement. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software. Accela may audit Customers use of the Software to ensure that Customer has paid for an appropriate number of licenses. Should the results of any such audit indicate that Customer's use of the Software exceeds its licensed allowance, Customer agrees to pay all costs of its overuse as determined using Accela's then-current pricing; any such assessed costs will be due and payable by Customer upon assessment. Customer agrees that Accela's assessment of overuse costs pursuant to this Subsection is not a waiver by Accela of any other remedies available to Accela in law and equity for Customer's unlicensed use of the Software.
- 3.1.3 Customer may make backup copies of the Software only to protect against destruction of the Software. With exception of the Entity Relationship Diagram and any other documentation reasonably-designated and specifically-marked by Accela as trade secret information not for distribution, Customer may copy Accela's documentation for use by those persons described in section 3.1.1, supra, provided that such use is for business purposes not inconsistent with the terms and conditions of this Licensing Agreement. "Trade Secret" has the meaning set forth in ORS 192.501(2)
- 3.1.4 Customer may not make any form of derivative work from the Software, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to Customer by Accela.
- 3.1.5 Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices.
- 3.1.6 Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (**ORS 30.260 through 30.300**), Customer is liable to Accela for any direct damages incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in Customer's possession or control.
- 3.1.7 Customer may use the Software only to process transactions relating to properties within both its own geographical and political boundaries and in counties contiguous to Oregon with populations below 100,000. Customer

may not sell, rent, assign, sublicense, lend, or share any of its rights under this LA.

- 3.1.8 Customer is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Software; Customer is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement, which may be executed separately by the Parties. Accela and Customer will execute an Intellectual Property Escrow Agreement within 30 days of Contract execution.
- 3.1.9 All rights not expressly granted to Customer are retained by Accela.
- 3.1.10 Customers are allowed unlimited use, per department, of software products listed in Exhibit A, for in-scope record type categories defined in Attachment 1 to this LA In addition, each customer is allowed five (5) additional record types for activities that fall outside of the in-scope record type categories defined in Attachment 1 to this L.A., are delivered under the Building Department and are submitted to and approved by DCBS.

3.2 License Warranties

- 3.2.1 Accela warrants that it has full power and authority to grant this license and that, as of the effective date of this LA, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software does infringe, Accela may, at its sole option, secure for Customer the right to continue using the Software or modify the Software so that it does not infringe. Accela expressly agrees to defend, indemnify, and hold Customer harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorneys fees, and damages arising out of or related to any claims that the Software, or the Customers use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that Customer shall provide Accela with prompt written notice of any infringement claim. Accela will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise; provided, however, Accela shall not settle any claim against the Customer with the consent of Customer.
- 3.2.2 Accela has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by Accela, with the exception of those products identified in Exhibit J. Accela provides no warranty whatsoever for any third-party hardware or software products.
- 3.2.3 Except as expressly set forth herein, Accela disclaims any and all express

and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

3.3 Compensation

3.3.1 License Fees In exchange for the Software described hereinabove, Customer will pay to Accela the amounts indicated in Exhibit A3.

3.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. The payment terms of all invoices are net forty-five (45) calendar days from the dates of the invoices. Any payment not paid to Accela within said period will incur a late payment in an amount equal to two-thirds of one percent (.66%) per month (eight percent (8% per annum), on the outstanding balance from the billing date. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer. All payments to Contractor are subject to ORS 293.462

4. Confidentiality

4.1 Confidentiality and Nondisclosure. Each party acknowledges that it and its employees or agents may, in the course of performing its responsibilities under this LA, be exposed to or acquire information that is confidential to the other party or the other party's clients. Any and all information clearly marked confidential, or identified as confidential in a separate writing as confidential provided by one party or its employees or agents in the performance of this LA shall be deemed to be confidential information of the other party ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by the recipient of such information shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by the party acquiring such information) publicly known or is contained in a publicly available document; (b) is furnished by the party disclosing such information to others without restrictions similar to those imposed by this LA; (c) is rightfully in the receiving party's possession without the obligation of nondisclosure prior to the time of its disclosure under this LA; (d) is obtained from a source other than the discloser without the obligation of confidentiality, (e) is disclosed with the written consent of the disclosing party, or; (f) is independently developed by employees or agents of the receiving party who can be shown to have had no access to the Confidential Information.

4.2 The recipient of Confidential Information agrees to hold Confidential Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own Confidential Information, and not to copy, reproduce,

sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than as contemplated by this LA or reasonably related thereto, including without limitation the use by Customer of Accela who need to access or use the System for any valid business purpose, and to advise each of its employees and Accela of their obligations to keep Confidential Information confidential.

- 4.3 Each party shall use commercially reasonable efforts to assist the other in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other immediately in the event it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this LA and each party will at its expense cooperate with the other in seeking injunctive or other equitable relief in the name of the other against any such person.
- 4.4 Each party agrees that, except as provided in this LA or directed by the other, it will not at any time during or after the term of this LA disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this LA each party will turn over to the other all documents, papers and other matter in its possession which embody Confidential Information.
- 4.5 Each party acknowledges that breach of this Article VIII, including disclosure of any Confidential Information will give rise to irreparable injury which is inadequately compensable in damages. Accordingly, each party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Each party acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the other and are reasonable in scope and content.
- 4.6 Customers obligations under this Article VIII shall be subject to the Oregon Public Records Laws, ORS 192.410 through ORS 192.505.

Exhibit C
ePermitting Contract

The ePermitting contract is available, upon request, for the Jurisdiction to review.

Exhibit D

Work Order Contract

Under the terms and conditions of the ePermit System Agreement, DCBS may enter into a Work Order Contract for implementation services. Should implementation services be used for the implementation of a specific participating city or county, the provisions of that agreement will be provided here.

A Work Order Contract is not being used to implement this jurisdiction.

EXHIBIT E

IMPLEMENTATION

OREGON STANDARD MODEL

Third Party Components

The ePermitting system contains multiple components created and licensed by third parties. BCD cannot guarantee the continued support of these components, and may have to make changes to the system based upon changes made by the third party providers. BCD will provide prompt notice to Jurisdiction upon becoming aware of any necessary changes and will work to provide solutions with the least possible disruption of system usage. .

Oregon Standard Model (OSM) includes:

- Standard Model Permits (records):
 - Commercial Agricultural Equine
 - Commercial Alarm Suppression Systems
 - Commercial & Residential Deferred Submittal
 - Commercial & Residential Demolition
 - Commercial & Residential Electrical
 - Commercial & Residential Investigation
 - Commercial & Residential Mechanical
 - Commercial & Residential Phased
 - Commercial & Residential Plumbing
 - Commercial RV Park or Manufactured Home Park
 - Commercial & Residential Structural
 - Commercial & Residential Research
 - Master Electrical Permits
 - Inquiry
 - Post Disaster
 - Residential 1 & 2 Family Dwelling
 - Residential Manufactured Dwelling
- Standard Model Reports include:
 - Application About to Expire (List and Letters to Applicant and Owner)
 - Permit About to Expire ((List and Letters to Applicant and Owner)
 - Usage
 - Configuration Reports
 - Fee by Account (Summary & Detail)
 - Invoice
 - Out of Balance
 - Payments Applied
 - Payments Not Applied

- Refunds Issued
- Payments Received
- Payments Summary
- School Construction Excise Tax
- Inspection Correction Notice
- Inspection Summary
- Inspections Assigned
- Recent Inspection Activity
- Monthly Permit Summary
- Monthly Permits Issued
- Monthly Permits Issued Valuation Report
- State Surcharge
- State Surcharge Details
- Balance Due
- Building Application
- Building Permit
- Certificate of Occupancy
- Fee Estimate
- Fee by Record
- Phased Authorization to Begin Work
- Plan Review Checklist
- Temporary Certificate of Occupancy
- Work Authorization
- Receipt

Use of “Consistent Form and Fee Methodology”

Use of Elavon “Converge” payment processor with US Bank for internet credit card processing in Accela Citizen Access (ACA); jurisdiction opens and maintains its own account.

- Optional Modules:
 - Onsite
 - Planning Tracking
 - Code Enforcement
 - Public Works

The first time these optional modules are implemented, BCD will provide implementation services at no cost. If for any reason these optional modules need to be reimplemented, BCD may invoice Jurisdiction for the reasonable costs of the implementation. Costs will depend upon the complexity of the work, but will not exceed \$5,000 per module implemented. BCD and Jurisdiction will agree on the costs prior to any implementation.

Oregon Standard Model Implementation includes:

- Importing jurisdiction’s fee schedule into Accela
- Data conversion from jurisdiction’s database

- ePermitting will provide documentation about how the data is to be formatted for loading
 - ePermitting will work with jurisdiction to map the data from existing permitting system to Accela
 - Jurisdiction is responsible for extracting data from existing system
- Address, Parcel, Owner Database Load
 - ePermitting will provide documentation about data format requirements
 - Jurisdiction will provide files containing Address, Parcel, Owner reference data for loading into ePermitting database
- Interfaces to Jurisdiction Systems (optional)
 - Financial
 - ePermitting will provide files with specified fields for interfaces to jurisdiction's on site systems
 - Jurisdiction will upload the files into their on site system
 - GIS
 - ESRI ArcGIS Server 10 or ESRI ArcGIS Server 10 sp 1
 - Future versions of Accela Software may require upgrades to ESRI software to maintain interface operability
- Training
 - ePermitting provides online weekly training via video conference.
 - Jurisdiction's "super users" will train other jurisdictional employees.
 - ePermitting will attend jurisdictions Go Live in person.
- Coordination with Accela
 - If Jurisdiction purchases other modules, such as Planning or Code Enforcement, directly from Accela and has them implemented by Accela, an independent contractor or by Jurisdiction staff, Jurisdiction must coordinate that implementation with ePermitting.
 - Coordination with ePermitting means including ePermitting staff in project management meetings with Jurisdiction and the party implementing the other modules.
- Third Party Jurisdictions
 - If Jurisdiction uses a third party building official and/or inspection agency, Jurisdiction shall run the third-party report provided with OSM and submit it with their program assumption Plans. ORS 455.148 (4).

IMPLEMENTATION OVERVIEW

The following list is a distilled version of the major tasks associated with implementation of ePermitting. The tasks run concurrently and can take varying amounts of time, however, this is a look at the things that Jurisdiction must complete. Of this list, testing is the major responsibility that will take some time to complete. The more thoroughly the Jurisdiction tests the system before Go Live, the smoother the transition will be when ePermitting begins.

Start Up

- Sign IGA
- Send “Contact Information” document and Logo
- Scan and send copies of permit applications
- Provide “Roles and Responsibilities” Document

Training

- Have “super users” complete all of the online training
- Assign targeted online training to specific staff

Finances

- Fill in the three financial documents:
 - General Accounting Practices
 - Settling & Balancing Procedures
 - Refunds
- Provide Project Manager with fee information
- Test fees that have been configured in the database
- Choose data to be included in financial interface,
 - Create or link an ftp site to which the financial data will be uploaded
 - Test and approve the transfer of data through the ftp site and into the financial system
- Set up a Converge account 1-2 weeks before Jurisdiction’s Go Live date.

Addresses

- Work with APO specialist to determine the requirements for the address/parcel file that will be loaded into Jurisdiction’s ePermitting database
- Provide the address file to APO specialist
- Test the addresses that are loaded into Jurisdiction’s database
- Approve the addresses in Jurisdiction’s database

Configuration

- Provide User spreadsheet and Inspector profiles

- Test applications
- Test workflow
- Test inspections

Data Conversion

- Talk with Project Manager about data conversion
- Determine which permits are open
- Map data
- Fill in conversion tables
- Test the converted data
- Approve the converted data

Reports

- Examine the existing reports
- If there are additional reports that you desire, discuss them with your Project Manager
- If additional reports are built, then test and approve them

IVR

- Fill out Set Up document and return to Project Manager
- Test and approve IVR

Training Overview

- Home Screen and Records Portlet
 - Orientation to Portlets – User, Quick Links, Alerts or My Tasks, Record List/Detail, My Navigation, and Reports
 - Alerts portlet – incoming ACA
 - Searching, sorting, CSV export, Quick Queries
 - My Navigation vs Go To dropdown menu

- Applications
 - Starting new records from the Back Office
 - Four A's: APPO address/parcel/owner, ASI application specific information, Applicant, Automation of fees
 - Printing an application

- Fees
 - Adding and Invoicing fees – NEW fees DELETE vs. INVOICED fees VOID
 - Invoiced fees and ACA
 - Making payment and CASH payment types – best practice (payor, recording actual payment amount/change)
 - Partial payment (applying monies) and Pay More function
 - Printing/Emailing receipts – generating Invoice – reprinting from Documents

- Workflow – Permit Lifecycle
 - Workflow statuses – advancing workflow, TSI task specific info, record status relationship
 - Withdrawn vs Void
 - Parallel tasks at Ready for Plan Review
 - Automated emails notification from Workflow
 - Supervisor function
 - Auto-close of EMP at Final Inspection sign-off (optional)
 - Workflow history – show where it's at, what's included

- Special Record Types
 - Revision vs Additional Info Requested
 - Deferred submittals
 - Phased permitting
 - Temp C of O
 - C of O
 - CSC Certificate of Satisfactory Completion
 - Required elements for C of O – how to correct and rerun report

- Data Management
 - Cloning vs Copying

- Related records – at Intake, thru Cloning, after the fact
- Sets – 3 ways to create – Sets portlet, Record List, Related Records
- Conditions

- Reference Data
 - Reference vs Transactional – importance of making corrections and where, Synch to Reference option
 - People reference
 - APO reference – Inspection Districts, Parcel Attributes that should stop issuance

- “Day in the Life” walk-through
 - Alerts for Permit Techs and My Tasks for Inspectors/Plans Examiners

- Inspections
 - Daily load and printing Inspection Slips
 - Assigning, reassigning, canceling, deleting if unnecessary for Final
 - Resulting – introduce options for resulting (back office, Inspector App, IVR)

- Reports
 - Demonstrate what reports are available – Financial, Stats, State Surcharge
 - Quick Queries – information only, not training (as time allows)
 - Ad-hoc – information only, not training (as time allows)

- Advanced Money
 - Change in valuation
 - Making fee changes – Voiding fees to Credit – adding/voiding fee items that impact State Surcharge – show Assess Fee History and Payment History
 - Exceptional payment types
 - Financial batch file –reconciling exceptional payment types and transfers - account codes/GL and Agency financial process
 - Cash Balancing

- SCHEDULE - Contractor Training (in the field) – Coordinated and provided by Jerod Broadfoot at the Agency location*
- SCHEDULE - EDR (in the field)*