

**Lowell City Council
Regular Meeting and
Joint Meeting with the
Parks and Recreation Committee
Tuesday, November 2, 2021, at 7 P.M.**

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

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

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

- Joining by phone, tablet, or PC. For details, click on the event at www.ci.lowell.or.us.
- 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.

Regular Meeting Agenda

Call to Order/Roll Call/Pledge of Allegiance

Councilors: Mayor Bennett ____ Harris ____ Stratis ____ Myers ____ Weathers ____

Approval of Agenda

Consent Agenda

Public Comments

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

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

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

Council Comments (three minutes per speaker)

Staff Reports

Old Business

1. Public hearing pursuant to O.R.S. 221.725 concerning the sale of the City of Lowell's real property located at 205 E. Main St.
 - a. The public hearing is now open at ____ (state time)
 - b. Staff report – Jeremy Caudle, City Administrator
 - c. Public comment
 - d. The public hearing is now closed at ____ (state time)
2. Motion to authorize the City Administrator to execute a "Purchase and Sale Agreement and Receipt for Earnest Money," as well as an "Option Agreement," with Lowell Investment Properties, LLC for the sale of 205 E. Main St. in the amount of \$375,000, contingent on completion of the "Conditions to Purchase."

New Business

1. Presentation from Penny Hummel on library consulting services for Maggie Osgood Library.
 - a. Introduction from City Administrator
 - b. Presentation from Penny Hummel consulting
 - c. Questions and answers from City Council
 - d. Action on the library consulting proposal

Recommended motion: "Motion to approve the library consulting services proposal with Penny Hummel Consulting in the amount not to exceed \$14,970 and to authorize the City Administrator to sign."
2. Motion to approve a "Boundary and Partition Surveys Proposal" with S&F Land Services in the amount of \$26,025 and to authorize the City Administrator to sign.
3. Motion to approve a "Community Grant Program Application" with the Pine Needler's Quilt Group in the amount of \$1,739.91.

City Council Meeting Agenda

4. Motion to authorize the City Administrator to execute a contract not to exceed \$10,000 for debris removal and clean up related to the live burn training at 205 E. Main St.
5. Motion to approve Resolution 771, "A resolution to initiate a text amendment to the Lowell Development Code to incorporate the Oregon State Model Floodplain Code."

Adjourn the Regular Meeting

Agenda for the Joint Meeting with City Council and the Parks and Recreation Committee

Call to Order/Roll Call/

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

Parks and Recreation Committee: Chair O'Regan ___ Wild___ Moreci___ Brazil___

New Business

1. Decision on City Hall parking lot in relation to plan to sell current City Hall site.
Recommended motion to sell the parking lot: "Motion to include the current City Hall parking lot in the future plans to sell the current City Hall campus for private development."

*Recommended motion **not** to sell the parking lot: "Motion to reserve the current City Hall parking lot for parking at Paul Fisher Park."*
2. Decision on "Shade Tree Program" for Paul Fisher Park.
Recommended motion: "Motion to approve the 'Shade Tree Program' as described in the staff report and to refer further action to the Parks and Recreation Committee."
3. Decision and direction on holiday programming for winter 2021.
 - a. Tree lighting ceremony
 - Will we hold a tree lighting ceremony?
 - If so, on what date will we hold the tree lighting ceremony?
 - Who wants to volunteer to organize the tree lighting ceremony?
 - b. Holiday decorations for the bridge
 - What Christmas tree and other decorations (if any) will we place on the bridge?
 - Who wants to volunteer to organize the bridge decorating?

City Council Meeting Agenda

- c. Where are we placing the holiday decorations that were recently ordered?
 - Banners
 - Lighted snowflakes
 - Lighted garland

Adjourn the Joint City Council and Parks and Recreation Committee meeting

Agenda Item Sheet

City of Lowell City Council

Type of item:	Public Hearing
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Item title/recommended action:

Public hearing pursuant to O.R.S. 221.725 concerning the sale of the City of Lowell's real property located at 205 E. Main St.

Justification or background:

A public hearing is scheduled pursuant to O.R.S 221.725, which reads, in part: "...when a city council considers it necessary or convenient to sell real property or any interest therein, the city council shall publish a notice of the proposed sale in a newspaper of general circulation in the city, and shall hold a public hearing concerning the sale prior to the sale." A public hearing on the sale of this property was already held on September 21, 2021. At that meeting, City Council directed the City Administrator to negotiate a contract with Lowell Investment Properties, LLC for the sale of the property. Now that the details of the contract have been negotiated, another public hearing is recommended to give any interested member of the public the opportunity to comment on that contract prior to City Council's vote to approve that contract. A summary of the contract is as follows: sale of 205 E. Main St to Lowell Investment Properties, LLC for \$375,000; the City is required to acquire the adjacent Lane County right-of-way and include that in the sale; the City retains an option to repurchase the property if substantial development has not occurred within 5 years.

Budget impact:

N/A

Department or Council sponsor:

Administration

Attachments:

Copy of public notice advertised in the Register Guard on 10/21/21.

Meeting date:	11/02/2021
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Public Notice
Notice of Public Hearing for Sale of
Property Located at 205 E. Main Street
City of Lowell, Oregon

The City of Lowell will be holding a public hearing at 7:00 PM on November 2, 2021 at the Maggie Osgood Library located at 70 N. Pioneer Street, Lowell, OR 97452. The purpose of the public hearing is to take comments on the sale of the City of Lowell's property located at 205 E. Main Street.

Due to the COVID-19 pandemic, the City is providing an electronic option to listen, watch, and participate. Members of the public may participate in person with physical distancing measures or electronically through Zoom by PC, tablet, or phone. For instructions on how to join via Zoom, go to the following web address and select the meeting in question: <https://www.ci.lowell.or.us/calendar>.

The reason for the sale is that the city purchased this property with the intention of reselling it for commercial development. The property is currently vacant, the City has no use for the property, and the sale will allow the private development of the site. The City's real estate broker has valued the property at \$385,000. The City's real estate broker put the property up for sale on July 19, 2021. Since then, the City received two offers on the property. At its September 21, 2021 meeting, City Council held a public hearing to take comment on the two offers. Also, at its September 21, 2021 meeting, City Council directed the City Administrator to negotiate a "Purchase and Sale Agreement" with Lowell Investment Properties, LLC to sell the property for \$375,000. At the November 2, 2021 meeting, City Council will hear from the City Administrator on the contract that has been negotiated with Lowell Investment Properties, LLC. Afterwards, City Council may vote to approve the contract.

Any written comments concerning the proposed sale received by the City prior to the public hearing will be provided to the City Council. Any interested party may submit oral or written comments at the public hearing on November 2, 2021.

Questions concerning the sale of the property may be directed to City Administrator, Jeremy Caudle by calling (541) 937-2157, or by email at admin@ci.lowell.or.us.

253114 Oct. 21, 2021

Agenda Item Sheet

City of Lowell City Council

Type of item:	Contract
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Item title/recommended action:

Motion to authorize the City Administrator to execute a "Purchase and Sale Agreement and Receipt for Earnest Money," as well as an "Option Agreement," with Lowell Investment Properties, LLC for the sale of 205 E. Main St. in the amount of \$375,000, contingent on completion of the "Conditions to Purchase."

Justification or background:

This motion will authorize the City Administrator to execute the included contract documents for the sale of 205 E. Main St. to Lowell Investment Properties, LLC once the "Conditions to Purchase" are satisfied. These conditions are: removing the vacant house and cleaning up the debris; turning in a "clean" Phase 1 environmental report to the buyer; and acquiring the Lane County right-of-way so that property can be included in the transaction. Once these conditions are satisfied, the City Administrator will sign the contract documents to sell the property for \$375,000. Also included in the contract documents is an addendum whereby the City retains an option to repurchase the property for \$375,000 if substantial development has not occurred 5 years from the sale date. The buyer will also be required to turn in an annual report on their progress towards completing the development. The City also agrees to waive SDC fees as part of this sale.

Budget impact:

Gross revenues of \$375,000 from the sale of the property.

Department or Council sponsor:

Administration

Attachments:

Purchase and sale agreement, including addenda.

Meeting date:	11/02/2021
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COMMERCIAL ASSOCIATION OF REALTORS® OREGON/SW WASHINGTON
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY
(Oregon Commercial Form)

AGENCY ACKNOWLEDGMENT

Buyer shall execute this Acknowledgment concurrent with the execution of the Agreement below and prior to delivery of that Agreement to Seller. Seller shall execute this Acknowledgment upon receipt of the Agreement by Seller, even if Seller intends to reject the Agreement or make a counter-offer. In no event shall Seller's execution of this Acknowledgment constitute acceptance of the Agreement or any terms contained therein.

Pursuant to the requirements of Oregon Administrative Rules (OAR 863-015-0215), both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and by execution below acknowledge and consent to the agency relationships in the following real estate purchase and sale transaction as follows:

(a) Seller Agent: Suzanne Kintzley of Campbell Commercial firm (the "Selling Firm") is the agent of
(check one):
☐ Buyer exclusively; ☒ Seller exclusively; ☐ both Seller and Buyer ("Disclosed Limited Agency").

(b) Buyer Agent: Alan Evans of Evans, Elder, Brown & Seubert firm (the "Buying Firm") is the agent of
(check one):
☒ Buyer exclusively; ☐ Seller exclusively; ☐ both Seller and Buyer ("Disclosed Limited Agency").

If the name of the same real estate firm appears in both Paragraphs (a) and (b) above, Buyer and Seller acknowledge that a principal broker of that real estate firm shall become the Disclosed Limited Agent for both Buyer and Seller, as more fully set forth in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and the named real estate agent(s).

ACKNOWLEDGED

Buyer: (print)	_____	(sign) _____	Date: _____
Buyer: (print)	_____	(sign) _____	Date: _____
Seller: (print)	_____	(sign) _____	Date: _____
Seller: (print)	_____	(sign) _____	Date: _____

[No further text appears on this page.]

PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

This PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (this "Agreement") is accepted, made and entered into on the later of the two dates shown beneath the parties' signatures on the signature page attached hereto (the "Execution Date"):

BETWEEN: City of Lowell ("Seller")
Address: PO Box 490, Lowell, OR 97452
Office Phone: _____
Fax No.: _____
E-Mail: Jcaudle@ci.lowell.or.us

AND: Lowell Investment Properties, LLC ("Buyer")
Address: _____
Office Phone: 541-251-1670
Fax No.: _____
E-Mail: thefish001@gmail.com

1. Purchase and Sale.

1.1 Generally. In accordance with this Agreement, Buyer agrees to buy and acquire from Seller, and Seller agrees to sell to Buyer the following, all of which are collectively referred to in this Agreement as the "Property:" (a) the real property and all improvements thereon generally described or located at 205 E Main Street in the City of Lowell, County of Lane, and know as tax map/lot 19-01-14-24-02100, lot 02201, and land to be acquired by the Seller from Lane County, Oregon legally described on Exhibit A, attached hereto (the "Real Estate") **(if no legal description is attached, the legal description shall be based on the legal description provided in the Preliminary Report (described in Section 5), subject to the review and approval of both parties hereto)**, all totaling approximately 35,719 square feet, including all of Seller's right, title and interest in and to all fixtures, appurtenances, and easements thereon or related thereto; (b) all of Seller's right, title and interest, if any, in and to any and all lease(s) to which the Real Estate is subject (each, a "Lease"); and (c) any and all personal property located on and used in connection with the operation of the Real Estate and owned by Seller (the "Personal Property"). If there are any Leases, see Section 21.1, below. The occupancies of the Property pursuant to any Leases are referred to as the "Tenancies" and the occupants thereunder are referred to as "Tenants." If there is any Personal Property, see Section 21.2, below.

1.2 Purchase Price. The purchase price for the Property shall be Three hundred and seventy five thousand dollars (\$375,000) (the "Purchase Price"). The Purchase Price shall be adjusted, as applicable, by the net amount of credits and debits to Seller's account at Closing (defined below) made by Escrow Holder pursuant to the terms of this Agreement. The Purchase Price shall be payable as follows:

1.2.1 Earnest Money Deposit.

(a) Within seven (7) days of the Execution Date, Buyer shall deliver into Escrow (as defined herein), for the account of Buyer, \$15,000 as earnest money (the "Earnest Money") in the form of:

☐ Promissory note (the "Note"); ☐ Check; or ☒ Cash or other immediately available funds.

If the Earnest Money is being held by the ☐ Selling Firm ☐ Buying Firm, then the firm holding such Earnest Money shall deposit the Earnest Money in the ☐ Escrow (as hereinafter defined) ☐ Selling Firm's Client Trust Account ☐ Buying Firm's Clients' Trust Account, no later than 5:00 PM Pacific Time three (3) business days after such firm's receipt, but in no event later than the date set forth in the first sentence of this Section 1.2.1(a).

(b) If the Earnest Money is in the form of a Note, it shall be due and payable ☐ no later than 5:00 PM Pacific Time three (3) days after the Execution Date; ☐ after satisfaction or waiver by Buyer of the conditions to Buyer's obligation to purchase the Property set forth in this Agreement; or ☐ Other: _____. If the terms of the Note and this Agreement conflict, the terms of this Agreement shall govern. If the Note is not redeemed and paid in full when due, then: (i) the Note shall be delivered and endorsed to Seller (if not already in Seller's possession); (ii) Seller may collect the Earnest Money from Buyer, either pursuant to an action on the Note or an action on this Agreement; and (iii) Seller shall have no further obligations under this Agreement.

(c) The purchase and sale of the Property shall be accomplished through an escrow (the "Escrow") that Seller has established or will establish with Cascade Title, (the "Escrow Holder") within seven days after the Execution Date. Except as otherwise provided in this Agreement: (i) any interest earned on the Earnest Money shall be considered to be part of the Earnest Money; (ii) the Earnest Money shall be non-refundable upon satisfaction or waiver of all Conditions as defined in Section 2.1; and (iii) the Earnest Money shall be applied to the Purchase Price at Closing.

1.2.2 Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price at Closing by ☒ cash or other immediately available funds; or ☐ Other: _____.

1.3 Section 1031 Like-Kind Exchange. Each party acknowledges that either party (as applicable, the "Exchanging Party") may elect to engage in and affect a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, involving the Property (or any legal lot thereof) (a "1031 Exchange"). The non-exchanging party with respect to a 1031 Exchange is referred to herein as the "Cooperating Party." Buyer and Seller each hereby agrees to reasonably cooperate with the other in completing each such 1031 Exchange; provided, however, that such cooperation shall be at the Exchanging Party's sole expense and shall not delay the Closing for the Property. Accordingly, the Exchanging Party may assign the Exchanging Party's rights with respect to the Property (or any legal lot thereof) to a person or entity for the purpose of consummating a 1031 Exchange ("Intermediary"), provided that such assignment does not delay the Closing for the Property (or applicable legal lot thereof), or otherwise reduce or diminish the Exchanging Party's liabilities or obligations hereunder. Such assignment by the Exchanging Party shall not release the Exchanging Party from the obligations of the Exchanging Party under this Agreement. The Cooperating Party shall not suffer any costs, expenses or liabilities for cooperating with the Exchanging Party and shall not be required to take title to the exchange property. The Exchanging Party agrees to indemnify, defend and hold the Cooperating Party harmless from any liability, damages and costs arising out of the 1031 Exchange.

2. Conditions to Purchase.

2.1 Buyer's obligation to purchase the Property is conditioned on the following:

- ☐ None;
- ☒ Within 90 days of the Execution Date, Buyer's approval of the results of (collectively, the "General Conditions"): (a) the Property inspection described in Section 3 below; (b) the document review described in Section 4 below; and (c) (describe any other condition) _____;
- ☐ Within _____ days of the Execution Date, Buyer's receipt of confirmation of satisfactory financing (the "Financing Condition"); and/or
- ☒ Other Prior to the close of escrow seller to acquire Right of Way from the County so that the total land area being sold is approximately 35,719 square feet. City to have the existing house on the property demolished with all debris removed and a "clean" Level One Environmental report done and provided to Buyer.

The General Conditions, Financing Conditions or any other Conditions noted shall be defined as "Conditions."

2.2 If, for any reason in Buyer's sole discretion, Buyer has not timely given written waiver of the Conditions set forth in Section 2.1, or stated in writing that such Conditions have been satisfied, by notice given to

100 Seller within the time periods for such conditions set forth above, this Agreement shall be deemed automatically
101 terminated, the Earnest Money shall be promptly returned to Buyer, and thereafter, except as specifically provided to
102 the contrary herein, neither party shall have any further right or remedy hereunder.

103
104 3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter
105 the Property at reasonable times after reasonable prior notice to Seller and after prior notice by Seller to the Tenants
106 as required by the applicable Leases, if any, to conduct any and all inspections, tests, and surveys concerning the
107 structural condition of the improvements, all mechanical, electrical and plumbing systems, hazardous materials, pest
108 infestation, soils conditions, wetlands, Americans with Disabilities Act compliance, zoning, and all other matters
109 affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase of
110 the Property including the economic feasibility of such purchase. If the transaction contemplated in this Agreement
111 fails to close for any reason (or no reason) as a result of the act or omission of Buyer or its agents, Buyer shall promptly
112 restore the Property to substantially the condition the Property was in prior to Buyer's performance of any inspections
113 or work. Buyer shall indemnify, hold harmless, and defend Seller from all liens, costs, and expenses,
114 including reasonable attorneys' fees and experts' fees, arising from or relating to Buyer's entry on and inspection of
115 the Property. This agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination
116 of this Agreement.

117
118 4. Seller's Documents. Within seven days after the Execution Date, Seller shall deliver to Buyer or Buyer's
119 designee, legible and complete copies of the following documents, including without limitation, a list of the Personal
120 Property, and other items relating to the ownership, operation, and maintenance of the Property to the extent now in
121 existence and to the extent such items are or come within Seller's possession or control: copy of agreement with county
122 for the acquisition of the ROW, any environmental or geotechnical reports on the property, a current ALTA survey of
123 the property, seller to provide legal description of the property.

124
125 5. Title Insurance. Within ten days after the Execution Date, Seller shall cause to be delivered to Buyer a
126 preliminary title report from the title company (the "Title Company") selected by Seller (the "Preliminary Report"),
127 showing the status of Seller's title to the Property, together with complete and legible copies of all documents shown
128 therein as exceptions to title ("Exceptions"). Buyer shall have ten days after receipt of a copy of the Preliminary Report
129 and Exceptions within which to give notice in writing to Seller of any objection to such title or to any liens or
130 encumbrances affecting the Property. Within ten days after receipt of such notice from Buyer, Seller shall give Buyer
131 written notice of whether it is willing and able to remove the objected-to Exceptions. Without the need for objection by
132 Buyer, Seller shall, with respect to liens and encumbrances that can be satisfied and released by the payment of
133 money, eliminate such exceptions to title on or before Closing. Within ten days after receipt of such notice from Seller
134 (the "Title Contingency Date"), Buyer shall elect whether to: (i) purchase the Property subject to those objected-to
135 Exceptions which Seller is not willing or able to remove; or (ii) terminate this Agreement. If Buyer fails to give Seller
136 notice of Buyer's election, then such inaction shall be deemed to be Buyer's election to terminate this Agreement.
137 On or before the Closing Date (defined below), Seller shall remove all Exceptions to which Buyer objects and which
138 Seller agrees, or is deemed to have agreed, Seller is willing and able to remove. All remaining Exceptions set forth in
139 the Preliminary Report and those Exceptions caused by or agreed to by Buyer shall be deemed "Permitted Exceptions."

140
141 6. Default; Remedies. Notwithstanding anything to the contrary contained in this Agreement, in the event
142 Buyer fails to deposit the Earnest Money in Escrow strictly as and when contemplated under Section 1.2.1 above,
143 Seller shall have the right at any time thereafter, but prior to Buyer's deposit of the Earnest Money to Escrow, to
144 terminate this Agreement and all further rights and obligations hereunder by giving written notice thereof to Buyer. If
145 the conditions, if any, to Buyer's obligation to consummate this transaction are satisfied or waived by Buyer and Buyer
146 fails, through no fault of Seller, to close on the purchase of the Property, Seller's sole remedy shall be to retain the
147 Earnest Money paid by Buyer. In the event Seller fails, through no fault of Buyer, to close the sale of the Property,
148 Buyer shall be entitled to pursue any remedies available at law or in equity, including without limitation, the return of
149 the Earnest Money paid by Buyer or the remedy of specific performance. In no event shall either party be entitled to
150 punitive or consequential damages, if any, resulting from the other party's failure to close the sale of the Property.

151
152 7. Closing of Sale.
153

154 7.1 Buyer and Seller agree the sale of the Property shall be consummated, in Escrow, ☐ on or before
155 _____ or ☒ 30 days after the conditions set forth in Sections 2.1, 3, 4 and 5 have been satisfied or waived in writing
156 by Buyer (the "Closing" or the "Closing Date"). The sale of the Property shall be deemed closed when the document(s)
157 conveying title to the Property is/are delivered and recorded and the Purchase Price is disbursed to Seller.
158

159 7.2 At Closing, Buyer and Seller shall deposit with the Escrow Holder all documents and funds required
160 to close the transaction in accordance with the terms of this Agreement. At Closing, Seller shall deliver a certification
161 in a form provided by the Escrow Holder confirming whether Seller is or is not a "foreign person" as such term is defined
162 by applicable law and regulations.
163

164 7.3 At Closing, Seller shall convey fee simple title to the Property to Buyer by ☒ statutory warranty deed
165 or ☐ _____ (the "Deed"). At Closing, Seller shall cause the Title Company to deliver to Buyer a standard ALTA form
166 owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring fee simple title to the
167 Property in Buyer subject only to the Permitted Exceptions and the standard preprinted exceptions contained in the
168 Title Policy. Seller shall reasonably cooperate in the issuance to Buyer of an ALTA extended form policy of title
169 insurance. Buyer shall pay any additional expense resulting from the ALTA extended coverage and any endorsements
170 required by Buyer.
171

172 8. Closing Costs; Prorations. Seller shall pay the premium for the Title Policy, provided, however, if Buyer
173 elects to obtain an ALTA extended form policy of title insurance and/or any endorsements, Buyer shall pay the
174 difference in the premium relating to such election. Seller and Buyer shall each pay one-half (1/2) of the escrow fees
175 charged by the Escrow Holder. Any excise tax and/or transfer tax shall be paid in accordance with the local custom
176 determined by the Title Company and applicable law. Real property taxes for the tax year of the Closing, assessments
177 (if a Permitted Exception), personal property taxes, rents and other charges arising from existing Tenancies paid for
178 the month of Closing, interest on assumed obligations, and utilities shall be prorated as of the Closing Date. If
179 applicable, prepaid rents, security deposits, and other unearned refundable deposits relating to Tenancies shall
180 be assigned and delivered to Buyer at Closing. ☒ Seller ☐ Buyer ☐ N/A shall be responsible for payment of all
181 taxes, interest, and penalties, if any, upon removal of the Property from any special assessment or program.
182

183 9. Possession. Seller shall deliver exclusive possession of the Property, subject to the Tenancies (if any)
184 existing as of the Closing Date, to Buyer ☒ on the Closing Date or ☐ _____.
185

186 10. Condition of Property. Seller represents that Seller has received no written notices of violation of any
187 laws, codes, rules, or regulations applicable to the Property ("Laws"). Seller represents that, to the best of Seller's
188 knowledge without specific inquiry, Seller is not aware of any such violations or any concealed material defects in the
189 Property. Unless caused by Buyer, Seller shall bear all risk of loss and damage to the Property until Closing, and
190 Buyer shall bear such risk at and after Closing. Except for Seller's representations set forth in this Section 10 and the
191 attached Exhibit E, Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results of its own
192 inspection and investigation in Buyer's acquisition of the Property. It shall be a condition of Buyer's Closing obligation
193 that all of Seller's representations and warranties stated in this Agreement are materially true and correct on the Closing
194 Date. Seller's representations and warranties stated in this Agreement shall survive Closing for one (1) year.
195

196 11. Operation of Property. Between the Execution Date and the Closing Date, Seller shall continue to
197 operate, maintain and insure the Property consistent with Seller's current operating practices. After Buyer has satisfied
198 or waived the conditions to Buyer's obligation to purchase the Property, and the Earnest Money is non-refundable,
199 Seller may not, without Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned,
200 or delayed, enter into: (a) any new leases or occupancy agreements for the Property; (b) any material amendments
201 or modification agreements for any existing leases or occupancy agreements for the Property; or (c) any service

contracts or other agreements affecting the Property that are not terminable at the Closing. It is understood that Seller intends to have the existing vacant structure removed from the property prior to closing

12. Assignment. Assignment of this Agreement: ☐ is PROHIBITED; ☐ is PERMITTED, without consent of Seller; ☐ is PERMITTED ONLY UPON Seller's written consent; ☒ is PERMITTED ONLY IF the assignee is an entity owned and controlled by Buyer. **Assignment is PROHIBITED, if no box is checked.** If Seller's written consent is required for assignment, such consent may be withheld in Seller's reasonable discretion. In the event of a permitted assignment, Buyer shall remain liable for all Buyer's obligations under this Agreement.

13. Arbitration. IF AND ONLY IF THIS SECTION IS INITIALED BY EACH OF BUYER AND SELLER, THE FOLLOWING SHALL APPLY TO THIS AGREEMENT:

ANY DISPUTE BETWEEN BUYER AND SELLER RELATED TO THIS AGREEMENT, THE PROPERTY, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WILL BE RESOLVED BY ARBITRATION GOVERNED BY THE OREGON UNIFORM ARBITRATION ACT (ORS 36.600 et seq.) AND, TO THE EXTENT NOT INCONSISTENT WITH THAT STATUTE, CONDUCTED IN ACCORDANCE WITH THE RULES OF PRACTICE AND PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF ARBITRATION SERVICES OF PORTLAND ("ASP"). THE ARBITRATION SHALL BE CONDUCTED IN PORTLAND, OREGON AND ADMINISTERED BY ASP, WHICH WILL APPOINT A SINGLE ARBITRATOR HAVING AT LEAST FIVE (5) YEARS EXPERIENCE IN THE COMMERCIAL REAL ESTATE FIELD IN THE _____ GEOGRAPHIC AREA (IF BLANK IS NOT COMPLETED, PORTLAND METROPOLITAN AREA). ALL ARBITRATION HEARINGS WILL BE COMMENCED WITHIN THIRTY (30) DAYS OF THE DEMAND FOR ARBITRATION UNLESS THE ARBITRATOR, FOR SHOWING OF GOOD CAUSE, EXTENDS THE COMMENCEMENT OF SUCH HEARING. THE DECISION OF THE ARBITRATOR WILL BE BINDING ON BUYER AND SELLER, AND JUDGMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE PARTIES ACKNOWLEDGE THAT, BY AGREEING TO ARBITRATE DISPUTES, EACH OF THEM IS WAIVING CERTAIN RIGHTS, INCLUDING ITS RIGHTS TO SEEK REMEDIES IN COURT (INCLUDING A RIGHT TO A TRIAL BY JURY), TO DISCOVERY PROCESSES THAT WOULD BE ATTENDANT TO A COURT PROCEEDING, AND TO PARTICIPATE IN A CLASS ACTION.

Initials of Buyer

Initials of Seller

14. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

15. Statutory Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING

TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN Notice ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010

16. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO PERFORMS CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A SALE TO THE PURCHASER FOR A TRANSACTION OR ACTIVITY THAT OCCURRED BEFORE THE SALE. A VALID CLAIM MAY BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE CIRCUMSTANCES THAT GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE PROPERTY CONTRACTED WITH A PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT OR SERVICES TO THE PROPERTY AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL.

17. Brokerage Agreement. For purposes of Sections 14 and 17 of this Agreement, the Agency Acknowledgement on page 1 this Agreement is incorporated into this Agreement as if fully set forth herein. Seller agrees to pay a commission to Selling Firm in the amount of either: ☒ six percent (6%) of the Purchase Price or ☐ \$_____. Such commission shall be divided between Selling Firm and Buying Firm such that Selling Firm receives fifty percent (50%) and Buying Firm receives fifty percent (50%). Seller shall cause the Escrow Holder to deliver to Selling Firm and Buying Firm the real estate commission on the Closing Date or upon Seller's breach of this Agreement, whichever occurs first. If the Earnest Money is forfeited by Buyer and retained by Seller in accordance with this Agreement, Seller to retain the earnest money.

18. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement must be in writing and signed by the party to be bound. Any notice will be deemed delivered: (a) when personally delivered; (b) when delivered by facsimile or electronic mail transmission (in either case, with confirmation of delivery); (c) on the day following delivery of the notice by reputable overnight courier; or (d) on the day following delivery of the notice by mailing by certified or registered U.S. mail, postage prepaid, return receipt requested; and in any case shall be sent by the applicable party to the address of the other party shown at the beginning of this Agreement, unless that day is a Saturday, Sunday, or federal or Oregon State legal holiday, in which event such notice will be deemed delivered on the next following business day.

19. Miscellaneous. Time is of the essence of this Agreement. If the deadline under this Agreement for delivery of a notice or performance of any obligation is a Saturday, Sunday, or federal or Oregon State legal holiday, such deadline will be deemed extended to the next following business day. The facsimile and/or electronic mail transmission of any signed document including this Agreement in accordance with Section 18 shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile and/or electronic mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements between them. Without limiting the provisions of Section 12 of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective successors and assigns. Solely with respect to Sections 14 and 17, Selling Firm and Buying Firm are third party beneficiaries of this Agreement. The person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller each represents, covenants and warrants that such person has full right and authority to enter into this Agreement and to bind the party for whom such person signs this Agreement to its terms and provisions. Neither this Agreement nor a memorandum hereof shall be recorded unless the parties otherwise agree in writing.

20. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by, the laws of the State of Oregon.

21. Lease(s) and Personal Property.

21.1 Leases.

21.1.1 If required by Buyer or Buyer's lender and provided for in such Tenant's Lease, Seller shall use commercially reasonable efforts to deliver to Buyer, at least _____ days (**three (3) if not filled in**) before the Closing Date, a Tenant estoppel certificate, reasonably acceptable to Buyer, pertaining to each Lease at the Property in effect as of the Closing Date (each, a "Tenant Estoppel"). Such Tenant Estoppels shall be dated no more than _____ days (**fifteen (15) if not filled in**) prior to the Closing Date and shall certify, among other things: (a) that the Lease is unmodified and in full force and effect, or is in full force and effect as modified, and stating the modifications; (b) the amount of the rent and the date to which rent has been paid; (c) the amount of any security deposit held by Seller; and (d) that neither party is in default under the Lease or if a default by either party is claimed, stating the nature of any such claimed default. If Seller has not obtained Tenant Estoppels from all Tenants of the Property, then Seller shall execute and deliver to Buyer a Tenant Estoppel with respect to any such Lease setting forth the information required by this Section 21.1 and confirming the accuracy thereof.

21.1.2 If applicable, the assignment of the Lease(s) by Seller, and assumption of the Lease(s) by Buyer shall be accomplished by executing and delivering to each other through Escrow an Assignment of Lessor's Interest under Lease substantially in the form of Exhibit B attached hereto (the "Assignment").

21.2 Personal Property. If applicable, Seller shall convey all Personal Property to Buyer by executing and delivering to Buyer at Closing through Escrow (as defined below), a Bill of Sale substantially in the form of Exhibit C attached hereto (the "Bill of Sale"). A list of such Personal Property shall be attached to the Bill of Sale.

22. Residential Lead-Based Paint Disclosure. IF THE PROPERTY CONSISTS OF RESIDENTIAL HOUSING BUILT PRIOR TO 1978, BUYER AND SELLER MUST COMPLETE THE LEAD-BASED PAINT DISCLOSURE ADDENDUM ATTACHED HERETO AS EXHIBIT D.

23. Addenda; Exhibits. The following named addenda and exhibits are attached to this Agreement and incorporated within this Agreement:

- ☒ Exhibit A – Legal Description of Property **[REQUIRED]**
- ☐ Exhibit B – Assignment of Lessor's Interest under Lease (if applicable)
- ☐ Exhibit C – Bill of Sale (if applicable)
- ☐ Exhibit D – Lead Paint Disclosure Addendum (if applicable)
- ☐ Exhibit E – AS IS Exceptions (if applicable)
- ☒ Addendum A

24. Time for Acceptance. If Seller does not return to Buyer a signed and dated version of this Agreement on or before 5:00 PM Pacific Time on _____, then the Earnest Money shall be promptly refunded to Buyer and thereafter, neither party shall have any further right or obligation hereunder.

25. OFAC Certification. The Federal Government, Executive Order 13224, requires that business persons of the United States not do business with any individual or entity on a list of "Specially Designated nationals and Blocked Persons" - that is, individuals and entities identified as terrorists or other types of criminals. Buyer hereinafter certifies that:

25.1 It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, specially designated national

and/or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

25.2 It has not executed this Agreement, directly or indirectly on behalf of, or instigating or facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.

Buyer hereby agrees to defend, indemnify, and hold harmless Seller from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification. This certification by Buyer and agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination of this Agreement.

Buyer Signature: _____ **Date:** _____

CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF REALTORS® OREGON/SW WASHINGTON OR BY THE REAL ESTATE AGENTS INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.

THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING, INSERTION MARKS, OR ADDENDA.

Buyer Lowell Investment Properties LLC

By _____

Title _____

Date _____

Seller Acceptance. By execution of this Agreement, Seller agrees to sell the Property on the terms and conditions in this Agreement.

Seller City of Lowell

By _____

Title _____

Date _____

CRITICAL DATE LIST:

The last party to execute this Agreement shall complete the information below (the "Critical Date List"), initial where indicated, and return a copy of the same to the other party for such party's review. This Critical Date List is for reference purposes only and, in the event of a conflict between this Critical Date List and the Agreement, the terms of the Agreement shall prevail.

	DATE:
• Execution Date (Introductory paragraph):	_____
• Earnest Money due date (Section 1.2.1(a)):	_____
• Seller shall open Escrow with the Escrow Holder (Section 1.2.1(a)):	Before _____
• Seller shall deliver Seller's documents to Buyer (Section 4):	Within _____ days after the Execution Date
• Seller shall deliver Preliminary Report to Buyer (Section 5):	Within _____ days after the Execution Date
• Buyer's title objection notice due to Seller (Section 5):	Within _____ days after receipt of the Preliminary Report
• Seller's title response due to Buyer (Section 5):	Within _____ days after receipt of Buyer's title objection notice
• Title Contingency Date (Section 5):	Within _____ days after receipt of Seller's title response
• Expiration date for satisfaction of General Conditions (Section 2.1):	Within _____ days of the Execution Date
• Expiration date for satisfaction of Financing Condition (Section 2.1):	Within _____ days of the Execution Date
• By this date, Buyer must deliver the notice to proceed contemplated in Section 2.2.	Within _____ days of the Execution Date
• Closing Date (Section 7.1):	_____

Initials of Buyer: _____

Initials of Seller: _____

Initials of Buyer: _____

Initials of Seller: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

[TO BE INSERTED BY TITLE COMPANY]

EXHIBIT B

1 RECORDING REQUESTED BY ____ AND ____
2 WHEN RECORDED MAIL TO:

3 Company: ____
4 Address: ____
5 City, State, Zip ____

7 ASSIGNMENT OF LEASES

8
9 THIS ASSIGNMENT OF LEASES (this "Assignment") is made and entered into as of this ____ day of
10 ____, by and between ____, a ____ ("Assignor"), and ____, a ____ ("Assignee").

11
12 RECITALS

13
14 This Assignment is entered into on the basis of and with respect to the following facts, agreements and
15 understandings:

16
17 A. On ____, Assignor, as "Lessor," and ____, as "Lessee," entered into a certain Lease,
18 pursuant to which said Lessor leased to said Lessee certain real property in the City of ____, County of ____, State
19 of ____ (the "Premises"), which Premises are a portion of the property more particularly described on Exhibit A,
20 attached hereto and made part hereof by this reference (the "Property"). Said Lease is hereinafter referred to as the
21 "Lease."

22
23 B. By an instrument dated of even date herewith and recorded prior to this instrument, Assignor sold and
24 conveyed its fee interest in and to the Property to Assignee and, in conjunction therewith, Assignor agreed to assign
25 its interest as Lessor under the Lease to Assignee and Assignee agreed to assume the obligations of the Lessor under
26 the Lease, all as more particularly set forth in this Assignment.

27
28 NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and agreements
29 set forth herein, Assignor and Assignee agree as follows:

30
31 1. Assignment. Assignor hereby sells, assigns, grants, transfers and sets over to Assignee, its heirs,
32 personal representatives, successors and assigns, all of Assignor's right, title and interest as Lessor under the Lease.

33
34 2. Acceptance of Assignment and Assumption of Obligations. Assignee hereby accepts the
35 assignment of the Lessor's interest under the Lease and, for the benefit of Assignor, assumes and agrees faithfully to
36 perform all of the obligations which are required to be performed by the Lessor under the Lease on or after the Effective
37 Date (defined below).

38
39 3. Effective Date. The effective date of this Assignment and each and every provision hereof is and
40 shall be ____ (the "Effective Date"). (If no dated is identified, the Effective Date shall be the date the deed from
41 Assignor to Assignee is recorded.)

42
43 4. Assignor's Indemnity of Assignee. Assignor hereby agrees to defend (with counsel reasonably
44 satisfactory to Assignee) and indemnify Assignee, its heirs, personal representatives, successors and assigns, and
45 each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses,
46 damages, costs and expenses (including attorneys' fees) arising out of or resulting from any act or omission committed
47 or alleged to have been committed by Assignor as Lessor under the Lease, including without limitation any breach or
48 default committed or alleged to have been committed by the Lessor under the Lease, prior to the Effective Date.

50 5. Assignee's Indemnity of Assignor. Assignee, for itself and on behalf of its heirs, personal
51 representatives, successors and assigns, hereby agrees to defend (with counsel reasonably satisfactory to Assignor)
52 and indemnify Assignor, its partners, and their respective directors, officers, employees, agents, representatives,
53 successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action,
54 actions, liabilities, losses, damages, costs and expenses (including attorneys' fees) arising out of or resulting from any
55 act or omission committed or alleged to have been committed by Assignee, its heirs, personal representatives,
56 successors and assigns, as Lessor under the Lease, including without limitation any breach or default committed or
57 alleged to have been committed by the Lessor under the Lease, on or after the Effective Date.

58
59 6. Successors and Assigns. This Assignment, and each and every provision hereof, shall bind and
60 inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

61
62 7. Governing Law. This Assignment shall be construed and interpreted and the rights and obligations
63 of the parties hereto determined in accordance with the laws of the state where the Property is located.

64
65 8. Headings and Captions. The headings and captions of the paragraphs of this Assignment are for
66 convenience and reference only and in no way define, describe or limit the scope or intent of this Assignment or any
67 of the provisions hereof.

68
69 9. Gender and Number. As used in this Assignment, the neuter shall include the feminine and
70 masculine, the singular shall include the plural and the plural shall include the singular, as the context may require.

71
72 10. Multiple Counterparts. This Assignment may be executed in counterparts, each of which shall be
73 deemed an original, but all of which together shall constitute one and the same instrument.

74
75 11. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature
76 whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services
77 of an attorney are retained, to interpret or enforce any provision of this Assignment or with respect to any dispute
78 relating to this Assignment, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting
79 party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually
80 incurred in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount
81 of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or
82 review, and shall be in addition to all other amounts provided by law.

83
84 IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the respective dates set
85 opposite their signatures below, but this Assignment on behalf of such party shall be deemed to have been dated as
86 of the date first above written.

87
88 ASSIGNOR: _____

89
90 ASSIGNEE: _____

91
92 *[Acknowledgement page follows.]*
93

Acknowledgment for Assignor

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 2_____, by
_____ as _____ of _____ a(n) _____, on behalf of
the _____.

Notary Public for Oregon

Printed Name: _____

My Commission Expires: _____

Acknowledgment for Assignee

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 2_____, by
_____ as _____ of _____ a(n) _____, on behalf of
the _____.

Notary Public for Oregon

Printed Name: _____

My Commission Expires: _____

EXHIBIT C
BILL OF SALE

____ a ____ ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, transfer, convey and deliver to ____, a ____ ("Buyer"), its successors and/or assigns:

All of the personal property owned by Seller (collectively, "Personal Property") located in or on the real property located at ____ in the City of ____, County of ____, State of ____, which Personal Property is more particularly described on Schedule 1 attached hereto and incorporated herein by reference.

Seller hereby covenants with Buyer that said Personal Property is free and clear of and from all encumbrances, security interests, liens, mortgages and claims whatsoever and that Seller is the owner of and has the right to sell same. Seller, on behalf of itself and its successors, does hereby warrant and agree to defend the title in and to said Personal Property unto Buyer, its successors or assigns against the lawful claims and demands of all persons claiming by or through Seller.

IT IS UNDERSTOOD AND AGREED THAT BUYER HAS EXAMINED THE PERSONAL PROPERTY HEREIN SOLD AND THAT THIS SALE IS MADE "AS IS, WHERE IS" AND SELLER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OTHER THAN THE WARRANTY OF TITLE SET FORTH ABOVE, AS TO THE PERSONAL PROPERTY INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer and Seller agree that this Bill of Sale shall be effective upon the delivery thereof by Seller to Buyer.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed this _____ day of

_____, _____.

SELLER:

BUYER:

EXHIBIT D
LEAD-BASED PAINT DISCLOSURE ADDENDUM
(TO BE COMPLETED IF THE PROPERTY CONSISTS OF RESIDENTIAL HOUSING BUILT PRIOR TO 1978)

Seller and Buyer are parties to that certain Commercial Association of Realtors® Oregon / SW Washington Purchase and Sale Agreement and Receipt for Earnest Money (Oregon Commercial Form) dated _____, 20____ (the "Purchase Agreement") for the sale of the Property described therein. Capitalized terms used in this addendum without definition shall have the meanings given them in the Purchase Agreement. Except as expressly modified by this addendum and any other addendum to the Purchase Agreement executed by Buyer and Seller, the Purchase Agreement is unmodified. This addendum and the Purchase Agreement may not be modified except in a writing signed by both Seller and Buyer.

LEAD WARNING STATEMENT

EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE BUYER OF ANY KNOWN LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

AGENT'S ACKNOWLEDGMENT

Seller Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and Agent is aware of his/her responsibility to ensure compliance.

SELLER'S DISCLOSURE

.1 Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing (explain).

☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

.2 Records and reports available to Seller (check one below):

☐ Seller has provided Buyer with all available records and reports relating to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

☐ Seller has no reports or records relating to lead-based paint and/or lead-based paint hazards in the housing.

48 The following parties have reviewed the information above and certify, to the best of their knowledge, that the
49 information they provided is true and accurate. A photocopy of this completed LEAD-BASED PAINT DISCLOSURE
50 ADDENDUM, together with a copy of any documents listed in Section 2 of Seller's Disclosure above, may be treated
51 as an original.

Seller Agent _____ Date _____ ⬅ Seller _____ Date _____ ⬅

Selling Firm _____ Seller _____ Date _____ ⬅

52
53 BEFORE BUYER IS OBLIGATED TO PURCHASE THIS PROPERTY UNDER ANY PURCHASE AND SALE
54 AGREEMENT, BUYER'S AND SELLER'S SIGNATURES ARE REQUIRED ON THE FORM BELOW.

55
56 BUYER'S ACKNOWLEDGMENT

57 .1 **Buyer has received copies of all information listed above in Section 2 of Seller's Disclosure of**
58 **this form.**

59
60 .2 **Buyer has received the pamphlet "Protect Your Family from Lead in Your Home."**

61
62 .3 **Buyer has (check one below):**

63 ☐ Elected a ten (10) day opportunity (or mutually agreed upon period) to conduct a ☐ risk assessment or ☐
64 inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, providing Buyer the
65 right to rescind the Purchase Agreement by written notice to Seller no later than the end of such agreed upon 10 day
66 period if Buyer is not satisfied in Buyer's sole discretion with the results of such risk assessments or inspection, as
67 applicable. Buyer and Seller hereby agree the ten (10) day period described in the preceding sentence shall begin
68 _____ and end _____. Buyer's failure to provide written notice of Buyer's election to rescind the Purchase Agreement
69 to Seller on or before _____, 20____ shall be deemed a waiver of Buyer's right to rescind as provided in this
70 addendum. If Buyer timely elects to rescind the Purchase Agreement as provided herein, the Earnest Money shall be
71 returned to Buyer, together with any interest thereon.

72 ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
73 lead-based paint hazards.

Buyer _____ Date _____ ⬅

Buyer _____ Date _____ ⬅

74
75 CERTIFICATION OF ACCURACY
76

77 This section must be signed by Buyer before Seller signs lines below. The following parties have reviewed
78 the information and certify, to the best of their knowledge, that the information they provided herein is true and accurate.

Buyer _____ Date _____ ⬅ Seller _____ Date _____ ⬅

Buyer _____ Date _____ ⬅ Seller _____ Date _____ ⬅

Buyer Agent _____ Date _____ ⬅ Seller Agent _____ Date _____ ⬅

Buying Firm _____ Seller Firm _____

79
80

LINES WITH THIS SYMBOL ⬅ REQUIRE A SIGNATURE

1
2
3
4
5
6
7
8
9

EXHIBIT E
AS IS EXCEPTIONS

<input type="checkbox"/>	None
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

Addendum A

AGREEMENT: Purchase and Sale Agreement and Receipt for Earnest Money and Addendum dated August 31, 2021 (the "Purchase Agreement").

PROPERTY: 205 E. Main Street, Lowell, OR

BUYER: Lowell Investment Properties, LLC a Oregon Limited Liability Company

SELLER: The City of Lowell, Lowell, Oregon

TODAY'S DATE: October 27, 2021

The parties agree to amend the original document as follows:

1. Seller agrees to waive all Systems Development Charges due to the City of Lowell for the project.
2. Seller retains an Option to Purchase the property back at the end of 60th months, on the terms of the attached document.
3. Seller shall be responsible for a phase 1 environmental study to be performed after the residence has been removed from the property.
4. Buyer shall be responsible for any environment studies, engineering, or surveying associated with this project.

All other terms of the Purchase Agreement not herein modified are unchanged and acceptable to by the parties.

Seller: City of Lowell

Buyer: Lowell Investment Properties, LLC

Jeremy Caudle, City Administrator

Jimmy Martini, Managing Member

Date: _____

Date: _____

OPTION AGREEMENT

This Option Agreement is made on this the ____ day of _____, 2021, by and between the City of Lowell, a municipal corporation in the State of Oregon, hereinafter referred to as the PURCHASER, and Lowell Investment Properties, LLC, an Oregon Limited Liability Company, hereinafter referred to as the SELLER.

FOR AND IN CONSIDERATION of \$500.00 and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. GRANT OF OPTION: The Seller does hereby grant unto the Purchaser the exclusive and irrevocable option to purchase, upon the terms and conditions hereinafter set forth, including without limitation the three following described properties together with all improvements located thereon, to wit: 205 E. Main Street in the City of Lowell, Lane County, and known as tax map/lot 19-01-24-02100; tax map/lot 19-01-14-24-02201; and former Lane County right-of-way, all described in Attachment A.

2. EXERCISE OF OPTION: This option to purchase may be exercised by the Purchaser on or after midnight on _____, 2021 and at any time prior to midnight on _____, 2021 by notice in writing to the Seller addressed to the following address: _____. All notices will be deemed delivered to Seller upon deposit in the U.S. Mail Certified, Return Receipt Requested, addressed to the above address.

The Purchaser may exercise the option if, after 60 months, the Seller has not made substantial progress towards development of the property identified in Exhibit "A" to this Option Agreement. For purposes of this Agreement, "substantial progress" is defined by the approval of a site review permit and building permit issued by the City of Lowell and the expenditure of at least five (5) percent of the real market value of the completed development towards that development.

3. DEFAULT BY PURCHASER: In the event of the failure of the Purchaser to exercise this option, or in the event of any default by the Purchaser after the exercise of this option, all money paid by the Purchaser to the Seller upon the execution of this Agreement, or upon any extension, shall be retained by the Seller as liquidated damages and as consideration for the granting of this Option to the Purchaser, and all rights of the Purchaser under this Agreement shall terminate.

4. TITLE: Within fifteen (15) days after the Purchaser has exercised this Option as hereinabove provided, the Seller shall deliver to the Purchaser, or to Purchaser's attorney, a

Certificate of Title by a reputable attorney upon whose certificate title insurance can be obtained, covering the property described in paragraph I above which shall reflect that marketable fee simple title to the subject property is vested in Seller and that same is insurable by a title company of Purchasers choice. Said Certificate shall be subject only to taxes for the current year, easements, and rights of way of record, and prior mineral reservations. Should said Certificate reflect any other exceptions to the title unacceptable to Purchaser, Purchaser shall notify the Seller in writing of any defects within fifteen (15) days (the title review period) and the Seller shall have a reasonable time (but not more than 25 days) in which to make the title good and marketable or insurable, and shall use due diligence in an effort to do so. If after using due diligence the Seller is unable to make the title acceptable to Purchaser within such reasonable time, it shall be the option of the Purchaser either to accept the title in its existing condition with no further obligation on the part of the Seller to correct any defect, or to cancel this Agreement. If this Agreement is thus canceled, all money paid by the Purchaser to the Seller upon the execution of this Agreement or upon any extension shall be returned to the Purchaser, and this Agreement shall terminate without further obligation of either party to the other. At closing Seller shall convey title to Purchaser by Warranty Deed subject only to exceptions acceptable to Purchaser.

5. PURCHASE PRICE: The purchase price for the property shall be \$375,000. The purchase price after the application of the option money shall be paid by purchaser to Seller in cash. Closing shall take place within thirty (30) days on or before the thirtieth day of Buyer's removal of title contingency.

6. OPTION MONEY: Upon execution of this Option, Purchaser has paid unto Seller the sum of \$500.00 as "Option Money". In the event that Purchaser exercises the option to purchase this property within the initial option period or any extension thereof and is not in default in any other terms of this Agreement, said Option Money shall apply toward the purchase price at closing.

7. STATUS REPORT: Annually, within two weeks of the anniversary of the execution of this Option Agreement, the Seller shall deliver to the Lowell City Administrator, a written report detailing the progress made towards development of the property subject to this Agreement.

8. EXPENSES OF SALE: In the event that Purchaser exercises his option to purchase the subject property, Seller agrees to pay all costs and expenses of the sale including attorney's fees, recording fees, and any and other costs attributable to the preparation of the Warranty Deed, Title Certificate and any other closing documents.

9. POSSESSION: Purchaser shall be entitled to possession of the property at closing.

10. RIGHT OF ENTRY: During the term of this Option or any extension hereof, Purchaser shall be entitled to enter upon the property for the purpose of conducting soil tests, engineering studies, and surveys.

11. TAXES: Taxes shall be prorated as of the date of closing.

12. DEFAULT: This contract shall be binding upon and inure to the benefit of the heirs, administrators and assigns of the parties hereto and upon default in any of the terms of this Agreement the defaulting party agrees to pay all costs of Court and a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the ____ day of _____, 20 ____.

Jeremy Caudle
City Administrator
PURCHASER

Jimmy Martini
Managing Member
SELLER

STATE OF OREGON }
COUNTY OF LANE }

PERSONALLY appeared before me, the above signed authority in and for the county and state aforesaid, the within named _____, who acknowledged that he signed and delivered the foregoing Purchase Option on the day and year therein stated.

GIVEN under my hand and official seal this the _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

STATE OF OREGON }
COUNTY OF LANE }

PERSONALLY appeared before me, the above signed authority in and for the county and state aforesaid, the within named _____, who acknowledged that he signed and delivered the foregoing Purchase Option on the day and year therein stated.

GIVEN under my hand and official seal this the _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

APPENDIX A: DESCRIPTION OF PROPERTIES

County Surplus Land (South Portion)
19-01-14

[LEGAL DESCRIPTION TO BE INSERTED BY TITLE COMPANY]

APPENDIX A: DESCRIPTION OF PROPERTIES

205 E Main St, Lowell, OR
19-01-24-02100

[LEGAL DESCRIPTION TO BE INSERTED BY TITLE COMPANY]

APPENDIX A: DESCRIPTION OF PROPERTIES

19-01-14-24-02201

[LEGAL DESCRIPTION TO BE INSERTED BY TITLE COMPANY]

Agenda Item Sheet

City of Lowell City Council

Type of item:	Presentation
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Item title/recommended action:

Presentation from Penny Hummel on library consulting services for Maggie Osgood Library. Recommended motion: "Motion to approve the library consulting services proposal with Penny Hummel Consulting in the amount not to exceed \$14,970 and to authorize the City Administrator to sign."

Justification or background:

Penny Hummel joined the City Council, staff, and Library Committee members at the first library design worksession this summer, along with architect Curt Wilson. Now that the library design has been selected, it is now time to start planning for the library operations. Staff have asked Hummel to submit a consulting proposal to assist the city with collections management, staff and volunteer management, general project management, and marketing/communication services. As the operations planning progresses, we may need Hummel more in certain areas than other areas--what's listed in the proposal is a guideline. Hummel can assist us with everything from developing library user policies, developing our initial collections, starting our integrated library system software, and training our volunteers and recruiting new volunteers. The FY 21/22 budget included an appropriation of \$16,380 to pay the salary of a part-time librarian. Since we will not be hiring a librarian this fiscal year, staff propose that we reprogram these monies towards paying the consulting fees.

Budget impact:

\$14,970, to be reprogrammed from what was budgeted for librarian salary.

Department or Council sponsor:

Library

Attachments:

October 21, 2021 consulting proposal

Meeting date:	11/02/2021
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PENNY HUMMEL
Consulting

penny@pennyhummel.com 316 NE 24th Avenue, Portland OR 97232 503.890.0494

October 21, 2021

Jeremy Caudle
City Manager
City of Lowell
107 E. Third Street
Lowell OR 97452

Dear Jeremy:

As you've requested, I'm pleased to present a proposal to provide library consulting services to support the reopening of the Maggie Osgood Library. I have enjoyed my work with Lowell stakeholders and architect Curt Wilson in planning the new library facility, and I would be honored to provide the operational expertise that is needed to make the revitalized library a success when it opens.

With the benefit of over 12 years as a public library director and administrator, I established Penny Hummel Consulting in late 2013. Thus far, I have worked with over 50 clients in eight states. The focus of my practice is supporting public libraries (particularly small and rural libraries) in the areas of facilities planning, organizational development, marketing, and fundraising. For the Maggie Osgood Library, I would utilize my various areas of expertise (library facilities planning, library operations, communications, volunteer management, staff recruitment and hiring, etc.) where they are desired or needed in Lowell.

Based upon our conversation about probable needs, I propose a budget of \$14,970, inclusive of travel; this represents 75 hours of consulting (hourly rate is \$175) plus \$1,845 for three trips to Lowell. A more detailed scope of work follows. My approach will be to only bill the City of Lowell for time used and expenses incurred and I am available to begin work in November 2021.

If I can provide any additional information, please let me know. I look forward to discussing this proposal with the City Council on November 2. Thank you.

Sincerely,



Penny Hummel, MLIS

Scope of Work

Building upon previous planning work undertaken in 2020, the City of Lowell has made progress this year in planning the renovation of a former church facility into a new public library. As part of the team organized by Curt Wilson of Wilson Architecture, I participated in the Visioning Workshop held on June 5, 2021 with council members and other key stakeholders. Following that meeting, I developed a program for the new library (a spreadsheet providing the contents of various areas of the library, and associated square footage), which has been used to further develop the plan for the building's renovation. Now that the design review committee has provided direction, it is time to start planning what happens inside the library itself, including staffing, services and collection.

The following activities will be critical in getting the new library up and running by the fall of 2022. As a consultant providing technical support, my role would be to fill the library expertise gap until the new director is hired. While my level of involvement in each area will be determined as we move forward, this preliminary list provides an overview of necessary activities.

General project management: (Estimate: 30 hours)

- Developing and implementing a timeline/plan starting in Nov. 2021 that results in a new and reopened library (with paid director in place) by Fall, 2022.
- Evaluating the library's current ILS (Integrated Library System—the software that manages patron and collection records) and either restarting it or implementing a replacement. (Note: if the system is replaced, items in the collection may need to be retagged.)
- Evaluating library's public hardware and software and recommending any needed improvements.
- Developing basic library policies with respect to access to information, internet use, behavioral rules, etc.
- Working with the City to establish an advisory library board (a necessary component for a public library in Oregon according to State Library of Oregon requirements).
- Providing support to city staff in developing an annual budget for the new library.
- Exploring collaborative opportunities with other Lane County libraries (such as the Lane Library League), including ILS and courier services.
- Providing support to city staff in grant writing and fundraising activities undertaken to support the new library.
- Providing input as needed to architectural team as construction of new library is implemented.

Collection management: (Estimate: 20 hours)

- Developing an initial collection development plan (to inform evaluation of collection).
- Evaluating and weeding the current collection to be consistent with capacity of planned new library.

- Evaluating donated materials to the library and determining what should be added to the collection.
- Noting gaps in the collection that should be addressed in the future.

Staff and volunteer management: (Estimate: 15 hours)

- Developing a job description for the library director and providing support to the city's recruitment efforts (such as promotion in the NW library community).
- Participating in the selection process for the new library director as requested.
- Developing job descriptions for volunteer positions.
- Developing and implementing a plan for volunteer recruitment (with goal of having 4 – 6 volunteers on board when director arrives).
- Providing initial training to library volunteers (prior to director's arrival).
- (If desirable) setting up a Friends of the Library organization.

Marketing and Communications (Estimate: 10 hours)

- Developing basic communication print materials for the library (informational brochure, bookmark with hours, etc.)
- Developing content for library website
- Developing a social media presence for the library

Experience and References

Based in Portland, Oregon, I have over twenty five years of experience working with public libraries, as a director, manager, Friends of the Library president, and Library Foundation trustee. I am also a past president of the Oregon Library Association. Prior to opening my consulting practice in 2013, I was the director of the Canby Public Library (Canby, OR), and a member of the senior management team for Multnomah County Library (Portland, OR). My current areas of practice include public library facilities planning, organizational development, marketing and fundraising. My company's website, which includes a list of past projects and clients, is www.pennyhummel.com I also have attached my resume to this proposal.



A particular focus and joy of mine is working with small, rural and modestly funded libraries to make them as successful as possible. Two of my projects most relevant to the reopening of the Maggie Osgood Library are listed below, along with contact information for reference purposes.

Roseburg Public Library (2018)

“Penny was instrumental in helping the city of Roseburg reopen the previously shuttered 39,000 sq. foot. main county library branch with Douglas Education Service District as a major tenant. Without Penny’s commitment to the project, Roseburg might still be without a library. Her creative thinking and vast network of professional connections among both librarians and foundations was essential to our success.”

Michael Lasher, Superintendent,
Douglas Education Service District (Roseburg OR)

When the eight branch Douglas County Library System closed in 2017 due to lack of funding, the existing library facilities eventually reopened as city libraries (some volunteer, some with staffing). With respect to the system’s former central library in Roseburg, the building was given to the city. Not needing all existing square footage due to a changed service model, the city established a partnership with the local educational service district to share the building. My role in this project was to advise the City of Roseburg and the ESD in planning the layout of the new library, evaluate the collection so that it would be appropriately scaled as a city library, and coordinate volunteers to weed the collection.

Contact information:

Michael Lasher, Superintendent, Douglas Educational Service District
michael.lasher@douglasesd.k12.or.us
541.440.4751

Yachats Public Library (2020)

“It’s difficult to imagine a more satisfactory collaboration between an organization and an outside consultant than the one that was just completed between assessor Penny Hummel and our Public Library. In our occasionally-dysfunctional community, with its strong-minded citizens, all convinced they have the celestial solution to whatever the daily spot fire is, Penny worked tirelessly, fairly and insightfully to identify our core issues and offer practical, acceptable solutions. Perhaps the biggest testament to her work is that no one came away incensed, or even grumbling. I would work with Penny again in a flash, and I highly recommend her to any other library that needs a thoughtful, conscientious course correction.”

David Rivinus, Library Board Chair
Yachats (OR)

I was hired by the all-volunteer Yachats Public Library in 2020 to conduct an operations, governance and facilities needs assessment. This project included developing a plan for an expanded library facility, addressing issues among library stakeholders (such as the role of the library board in relationship to the role of the Friends of the Library), addressing the need for paid staffing and exploring opportunities to collaborate with other Lincoln County libraries. The full report can be found at <https://yachatsnews.com/wp-content/uploads/2020/12/Yachats-Library-Assessment.pdf>

Contact information:

David Rivinus, Chair, Yachats Public Library Board

david@teacherofdreams.com

541.547.3048

Budget

For the above scope work, I propose a budget of \$14,970, inclusive of travel; this represents 75 hours of consulting (hourly rate @ \$175) plus \$1,845 for three trips to Lowell.

Area	Estimate of hours	Related fee (\$175/hr)	
General project management	30	\$5,250	
Collection management	20	\$3,500	
Staff and volunteer management	15	\$2,625	
Marketing and communications	10	\$1,750	
- Total hours	75		\$13,125
Three trips to Lowell @ \$615 a trip (\$145 mileage, \$70 meals, \$385 hotel)			\$1,845
TOTAL			\$14,970

This is an estimate of time needed for various components of the project. My approach will be to only bill the City of Lowell for time used and expenses incurred, up to the contract maximum of \$14,970. Should the City desire additional support from me, a contract addendum can be added at that time.

PENNY HUMMEL CONSULTING

Based in Portland, Oregon, Penny Hummel has over twenty five years of experience working in public libraries. As a consultant, her areas of practice include library facility planning, strategic planning, organizational development, marketing and fundraising. A past president of the Oregon Library Association as well as the Multnomah County Friends of the Library, Penny received her Executive MLIS (Masters in Library and Information Science) from San Jose State University and her BA in Russian Literature from Reed College. Prior to opening her consulting practice in 2013, she was director of the Canby Public Library (Canby, OR) for four years and a member of the senior management team for Multnomah County Library (Portland, OR) for eight years.

LIBRARY FACILITY PLANNING CLIENTS

<i>Client</i>	<i>Project</i>	<i>Architects</i>
Skagit Valley College (WA)	Library Culinary Arts Building Predesign	Hacker
City of Lowell (OR)	Marie Osgood Library Renovation	Wilson
Fort Vancouver Regional Library (WA)	Conceptual Design of New Washougal Library	Hacker
Porterville Public Library (CA)	Facilities Needs Assessment	
Lake Forest Library (IL)	Programming and Predesign Study	HGA
Yachats Public Library (OR)	Facilities Needs Assessment	
Waldport Public Library (OR)	Facilities Needs Assessment	
Fort Vancouver Regional Library (WA)	Conceptual Design of New Woodland Library	Hacker
Sweet Home Public Library (OR)	Facilities Needs Assessment	FFA
Salem Public Library (OR)	Improvements Project	Hacker
Menlo Park Library (CA)	Belle Haven Library Space Needs Study	Noll & Tam
Lake County Library District (OR)	Christmas Valley Library Needs Assessment	
Josephine Com. Library District (OR)	Facilities Master Plan (4 branches)	Hacker
City of Roseburg (OR)	Roseburg Public Library Renovation	
Logan City Library (UT)	Design of New Logan City Library	Hacker
Santa Cruz Public Library (CA)	Downtown Library Building Program	Noll & Tam
Corvallis-Benton Co. Public Library (OR)	Main Library Space Needs Assessment	Hacker
Longview Public Library (WA)	Library Modernization Study	Hacker
Springfield Public Library (OR)	Facilities Needs Assessment	FFA
Coos Bay Public Library (OR)	Facilities Needs Assessment	Hacker
Yolo County Library (CA)	Design of New Yolo Library	WMB
Fort Vancouver Regional Library (WA)	Pre-Design Program for the Woodland, Ridgefield and Washougal libraries	FFA

OTHER CLIENTS

STATEWIDE LIBRARY NEEDS ASSESSMENTS

New Mexico Library Foundation

Oregon Community Foundation

STRATEGIC PLANNING

North Bend Public Library (OR)
Watsonville Public Library (CA)
Lower Umpqua Library District (OR)
Lake County Library District (OR)

St. Helens Public Library (OR)
Driftwood Public Library (OR)
Hood River County Library (OR)
Siuslaw Public Library District (OR)

Lake County Library District (OR)
Springfield Public Library (OR)
Coos Bay Public Library (OR)
Silver Falls Library District (OR)

MARKETING AND COMMUNICATIONS

Tillamook County Library (OR)
McMinnville Public Library (OR)

Hood River County Library (OR)
State Library of Oregon
Umatilla County Special Library
District (OR)

Coos Bay Public Library (OR)
Oregon Library Association

ORGANIZATIONAL DEVELOPMENT

Oregon State University Library (OR)
Lower Umpqua Library District (OR)
Oceanbook Library Consortium (OR)

State Library of Oregon
McMinnville Public Library (OR)

Yachats Public Library (OR)
Hillsboro Public Library (OR)

FUNDRAISING

Springfield Public Library
Foundation (OR)
Yolo Public Library (CA)

North Lake County Library
Foundation (MT)
Oregon City Public Library (OR)

Seaside Public Library
Foundation (OR)
Orcas Island Public Library (WA)

PROFESSIONAL AFFILIATIONS

Oregon Library Association
American Library Association

California Library Association
Association of Small and Rural
Libraries

Washington Library Association
Public Library Association

PENNY HUMMEL CONSULTING

316 NE 24th Avenue | Portland OR 97232 | 503.890.0494 | penny@pennyhummel.com | www.pennyhummel.com

Agenda Item Sheet

City of Lowell City Council

Type of item:	Contract
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Item title/recommended action:

Motion to approve a "Boundary and Partition Surveys Proposal" with S&F Land Services in the amount of \$26,025 and to authorize the City Administrator to sign.

Justification or background:

Staff are recommending that City Council proceed with partitioning City properties in preparation for sale. To accomplish that, boundary and partition surveys will be needed. In accordance with L.R.C. Sec. 2.106 and 2.108, staff have solicited 3 quotations for survey services. A record of the firms contacted and responses received is included. A request for quotations was also published on 10/21/21 in the Register-Guard. Staff are recommending making a selection on the basis on price, in which case S&F Land Services provided the lowest price quote. The estimated time to complete the boundary surveys is 7 weeks. After that, the partitions will need approval by the Planning Commission prior to filing with Lane County. The proposal from S&F Land Services includes maps and diagrams of the properties to be surveyed, partitioned, and eventually sold.

Budget impact:

Expenditure of \$26,025, plus estimated \$2,500 in engineering fees from Civil West Engineering.

Department or Council sponsor:

Administration

Attachments:

S&F Proposal; record of firms contacted; Legal ad published , 10/21/21.

Meeting date:	11/02/2021
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October 12, 2021

CITY OF LOWELL

Attn: Jeremy Caudle
107 East Third Street
Lowell, OR 97425
Email: jcaudle@ci.lowell.or.us
Phone: (541) 937-2157

RE: Lowell, Boundary and Partition Surveys – Proposal

Mr. Caudle,

On behalf of S&F Land Services, I am pleased to submit this proposal to provide professional surveying services for the sites in Lowell, OR, as shown on the enclosed Exhibit A.

Scope of Work:

1. Boundary Survey:
 - a. Boundary survey of Subject Properties (highlighted in **RED** on enclosed Exhibit A)
 - b. Provide CAD files of the surveyed boundary line
 - c. Scope does NOT include marking boundary corners/lines on the ground
2. Partition Plats:
 - a. Prepare a partition plat (See Partition Line in **YELLOW** on enclosed Exhibit A)
 - b. Mark exterior boundaries and interior boundaries (new parcel line)
 - c. Submit Partition to County Surveyor. Correspondence for revisions as requested.
 - d. NOT Included:
 - i. Application with City, correspondence with City planning fore reviews/approvals
 - ii. Routing the Final plat for signatures.

Assumptions:

- i. All surveys/site will be awarded under one contract and can be completed in the same mobilization.
- ii. This scope does NOT include:
 - a. Application with City, correspondence with City planning fore reviews/approvals
 - b. Routing the Final plat for signatures.
- iii. Client to supply Title Report
- iv. DATUM:
 - a. Horizontal: Oregon State Plane
 - b. Vertical: NAVD88

Deliverables:

- i. AutoCAD .dwg drawing file

Schedule:

- i. Boundary surveys can be complete within 7 weeks of notice to proceed
- ii. Partition Plats can be prepared for submittal within 2 weeks of finalizing boundary survey AND receiving all necessary documents/linework for partition plats.

Fees:

The fees for the scope of services as described above will be on a fixed fee basis. Additional services requested and approved by the Client not described herein will be billed as a Contract Addendum.

FEES	BOUNDARY	PARTITION
1. Site A	\$4,475	\$3,110
2. Site B	\$4,475	\$3,110
3. Site C	\$5,200	\$3,110
	\$14,150	\$9,330
TOTAL: \$23,480		

EXPENSES	<i>invoiced at cost plus 10%</i>
A. County Partition Review/filing fees (\$650/plat)	\$1,950
B. Plotting and Shipping (Mylars and reviews)	\$400

If this proposal is acceptable to you, please sign a copy of this letter and return it to us as our notice to proceed. I appreciate the opportunity to provide this proposal for your consideration. If you have any questions or concerns, please feel free to call me at (503) 345-0328.

Sincerely,

Chris Sherby, PLS – Owner
S&F Land Services

_____ (Date Accepted)

_____ (Signature)

_____ (Name)

_____ (Title)

Exhibit A - Surveys & Partitions

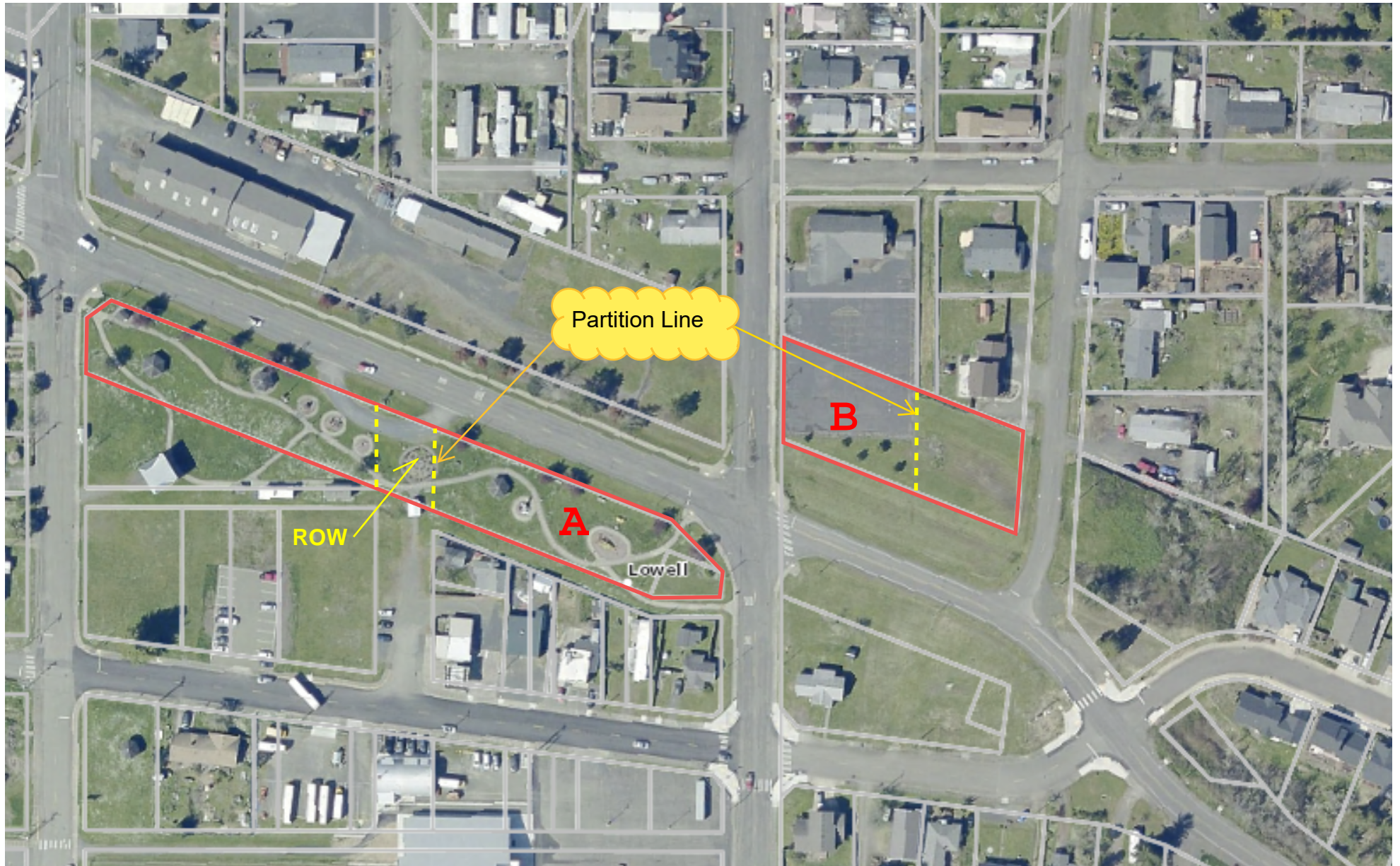


Exhibit - New Parcels



**Public Notice
Request for Quotations for Professional
Surveying Services**

City of Lowell, Oregon

The City of Lowell is requesting price quotations for boundary and partition survey services.

The scope of work will include professional surveying services necessary to prepare and record partition plats for 3 city-owned properties. This includes boundary surveying and recording partition plats for filing with the Lane County Surveyor's office. For instructions on how to submit a quote, the submission deadline, and to learn more about the scope of work, view the "Request for Quote for Boundary Partition Surveying Services" at: <https://www.ci.lowell.or.us/rfps>.

Firm contacted	Location	Date of contact	Method of contact	Response	Proposal cost	Other
S&F Land Services	Portland	10/10/2021	City Engineer solicited on behalf of the City. Considered moving forward under the City's general services contract with the City Engineer, but decide to work directly with the surveyor to avoid a 15% mark-up. Due to the cost involved, informal solicitation of quotes is required.	10/14/2021	26,025.00	\$2,500 in engineering fees
LEI Engineering	Salem	10/18/2021	Called office number. Received a call back. Discussed the project.	10/20/2021	30,500.00	-
KPFF	Eugene	10/25/2021	Received email response from them.	10/25/2021	39,200.00	-
EGR Engineering	Eugene	10/15/2021	Called office number. Left a message asking for them to call me back for a quote.	No response	-	-
Poage Engineering	Eugene	10/15/2021	Called office. The response I received was the the business is "shutting down" and that I should try contacting someone else.	No response	-	-
SSW Engineering	Eugene	10/15/2021	Called office. Was provided an email address to send the request for quote. Sent an email the same day requesting a quote.	No response	-	-
Tolbert Associates	Eugene	10/15/2021	Sent email to email address listed on website requesting a quote. Received email on 10/21 stating: "Because of my current workload, I am now scheduling projects out to 2022. I am currently asking for a signed agreement and retainer for you to be added to the queue. If this this works for you, please let me know and I will do the initial research and send you the proposal/agreement." Due to the extended timeframe, staff determine that this would not be advantageous to the city, and a response was not requested.	No response	-	-
North Star Surveying	Corvallis	10/20/2021	Sent email to email address listed on website requesting a quote.	No response	-	-
Northwest Timeberland Consulting & Surveying	Pleasant Hill	10/20/2021	Called office number. Left a message asking for them to call me back for a quote.	No response	-	-

Agenda Item Sheet

City of Lowell City Council

Type of item:	Other
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Item title/recommended action:

Motion to approve a "Community Grant Program Application" with the Pine Needler's Quilt Group in the amount of \$1,739.91.

Justification or background:

The Pine Needler's Quilt Group is requesting \$1,739.91 from the City's "Community Grant Program." The "Community Grant Program" has a budget of \$3,000 to fund non-profit programs that benefit the entire community or that increase local tourism. If the \$1,739.91 request is approved, the community grant account will have a remaining balance of \$1,000 through the remainder of the fiscal year to be applied elsewhere. A justification for the Pine Needler's Quilt Group request is included. The funds would be used to pay for equipment for the next quilt show.

Budget impact:

Expenditure of \$1,739.91

Department or Council sponsor:

Community Grant Program

Attachments:

Email correspondence providing line-item budget for request

Meeting date:	11/02/2021
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Jeremy Caudle

From: joyce weaver <montjoyce@yahoo.com>
Sent: Tuesday, August 17, 2021 9:29 AM
To: Jeremy Caudle
Subject: Re: Community Grant Program Funds

Jeremy, I rechecked my math and here is a corrected itemized list!

Here is an itemized list:

Tall Poles	\$ 66.36
Drapes	\$976.80
14 ft. Rods	\$149.00
Bases for Poles	\$ 93.12
20# Weights	\$518.89

Total	\$1804.17
(Discount)	\$ 64.26

Total	\$1739.01

Sorry for the confusion...time for some higher powered reading glasses!
Now, go have a wonderful vacation!
Joyce W

On Tuesday, August 17, 2021, 08:39:04 AM PDT, joyce weaver <montjoyce@yahoo.com> wrote:

Sounds great! Thanks again!

On Tuesday, August 17, 2021, 08:37:01 AM PDT, Jeremy Caudle <jcaudle@ci.lowell.or.us> wrote:

Thank you, Joyce.

I will review when I'm back on the 30th and get back to you with an answer.

Jeremy

Jeremy B. Caudle, CGFM
City Administrator
City of Lowell, OR

From: joyce weaver <montjoyce@yahoo.com>
Sent: Tuesday, August 17, 2021 8:17:21 AM
To: Jeremy Caudle <JCaudle@ci.lowell.or.us>
Subject: Community Grant Program Funds

Jeremy,

Thank you for calling yesterday and being so receptive and supportive of our quilt show needs. As I mentioned, after our wonderful and successful quilt show, we all met to debrief and create a "to do" list for next year. During that process, we have determined several structural items (such as additional drapes, vertical poles, 14 ft. horizontal rods, bases and 20# weights) that need to be purchased. We are hoping that there might be some 2021 funding still available. The cost for these structural items is approximately \$1,740.00. If we could use the remaining 2021 funding for some of these items, that would be great. We plan on applying again next year for any remaining structural items as well as advertising and post cards.

Here is an itemized list:

Tall Poles	\$ 56.36
Drapes	\$976.80
14 ft. Rods	\$149.00
Bases for Poles	\$ 93.12
20# Weights	\$518.00

Total	\$1804.17
(Discount)	\$ 64.17

Total	\$1739.91

I will fill out the Community Grant Application with this information and drop it off at City Hall this week.

Thank you again for your help with this. We look forward to expanding our quilt show with increased participation of Lowell community members as well as bringing in participants from Eugene, Springfield and Oakridge. We have already started to create a gorgeous raffle quilt for next year!

Enjoy your vacation in North Carolina, hoping you'll get good weather and no bugs!

Again, thank you,
Joyce Weaver

Agenda Item Sheet

City of Lowell City Council

Type of item:	Procurement
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Item title/recommended action:

Motion to authorize the City Administrator to execute a contract not to exceed \$10,000 for debris removal and clean up related to the live burn training at 205 E. Main St.

Justification or background:

The vacant house on the City's 205 E. Main St. property is scheduled to be burned during a live fire training on Saturday, November 6. Staff are currently soliciting quotes from demolition contractors to remove the debris once the burn is completed. One quote has been received, estimating a total removal, transportation, and disposal fee not to exceed \$9,500. Staff anticipate receiving one to two more quotes during the week of November 1. Staff are requesting City Council authorization to approve a contract not to exceed \$10,000 for the debris removal so we can ensure the debris is removed in a timely manner.

Budget impact:

Expenditure not to exceed \$10,000

Department or Council sponsor:

Administration

Attachments:

Meeting date:	11/02/2021
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Agenda Item Sheet

City of Lowell City Council

Type of item:	Resolution
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Item title/recommended action:

Motion to approve Resolution 771, "A resolution to initiate a text amendment to the Lowell Development Code to incorporate the Oregon State Model Floodplain Code."

Justification or background:

The City of Lowell is a participating City in the National Flood Plain Insurance Program. The Department of Land Conservation and Development (DLCD) has initiated with the City of Lowell a routine and required review of the City's floodplain development standards as part of the NFIP Community Assistance Visit. As part of their review, DLCD is requiring the City to update its floodplain development ordinance by adopting the "Oregon Model Floodplain Code." According to L.R.C. Sec. 9.253, the City Council can initiate amendments to the development code. This resolution starts the process of amending the development code to incorporate the model floodplain ordinance. Once approved by City Council, staff, assisted by LCOG planners, will begin drafting the code update. After that, we will schedule the required public hearings, review by Planning Commission, and ultimate adoption by City Council. These amendments to the development code are necessary for the City to continue participating in the National Flood Plain Insurance Program.

Budget impact:

N/A

Department or Council sponsor:

Planning

Attachments:

Resolution 771

Meeting date:	11/02/2021
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CITY OF LOWELL, OREGON

RESOLUTION 771

**A RESOLUTION TO INITIATE A TEXT AMENDMENT TO THE
LOWELL DEVELOPMENT CODE TO INCORPORATE THE OR-
EGON STATE MODEL FLOODPLAIN CODE**

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

WHEREAS, The Federal Emergency Management Agency (FEMA) and Department of Land Conservation and Development (DLCD) recommend cities in Oregon adopt the State of Oregon Model Floodplain Code.

WHEREAS, The text amendments to the Lowell Development Code incorporating the State of Oregon Model Floodplain Code is a requirement for Lowell's participation in the NFIP.

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

WHEREAS, The City of Lowell currently has an existing floodplain development ordinance, seen as Section 9.620 in the Lowell Development Code.

WHEREAS, The City of Lowell's existing floodplain development ordinance is proposed to be amended to include revisions as recommended by FEMA and DLCD and as included in the State of Oregon Model Floodplain Code.

WHEREAS, Section 9.253 (a) of The Lowell Development Code says a text amendment to the Lowell Development Code may be initiated by City Council;

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

1. City staff are directed to work with the local DLCD representative who is coordinating the NFIP's Community Assistance Visit.
2. Publish and post public notice of the pending text amendments to incorporate the Oregon State Model Floodplain Code into the Lowell Development Code.
3. Present to the Lowell Planning Commission and Lowell City Council an amended floodplain development ordinance containing the necessary elements of the State of Oregon Model Floodplain Code.
4. Prepare Findings of Fact in support of the amendments and draft an ordinance for City Council's adoption of the text amendments.

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

Adopted by the City Council of the City of Lowell, this 2nd day of November 2021.

Yea: _____

Nay: _____

Approved: _____
Don Bennett, Mayor

Attest: _____
Jeremy Caudle, City Administrator

Agenda Item Sheet

City of Lowell City Council

Type of item:	Discussion
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Item title/recommended action:

Decision on City Hall parking lot in relation to plan to sell current City Hall site.
Recommended motion to sell the parking lot: "Motion to include the current City Hall parking lot in the future plans to sell the current City Hall campus for private development." Recommended motion not to sell the parking lot: "Motion to reserve the current City Hall parking lot for parking at Paul Fisher Park."

Justification or background:

Staff are recommending that City Council proceed with boundary and partition surveys in preparation of selling certain City properties. One of those properties is the current City Hall campus. Staff are requesting a vote from City Council on either: (1) including the current City Hall parking lot in the partition to be sold; or (2) reserving the current City Hall parking lot for Paul Fisher Parking. The City Administrator recommends including the parking lot in the partition to be sold. For a list of pros and cons associated with each option, see the attached memo. Staff are requesting a vote from City Council so we can communicate to the selected surveyor on how we wish to proceed with the boundary and partition survey work.

Budget impact:

N/A

Department or Council sponsor:

Parks and Recreation

Attachments:

Memo from City Administrator

Meeting date:	11/02/2021
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To: Mayor Bennett and City Council
From: Jeremy Caudle, City Administrator
Date: November 2, 2021
Re: Plans for current City Hall parking lot

MEMO

Included on the November 2 regular meeting agenda is approval of a quote for boundary and partition survey services. This is to start the process of selling City properties in alignment with City Council's plan to generate revenues to pay for the 70 N. Pioneer St. construction project.

One of those properties is the current City Hall campus. Staff are requesting a vote from City Council on how to proceed. The questions before you are:

1. Should the current City Hall parking lot be included in the property to be sold?
2. Alternatively, should the current City Hall parking lot be reserved for additional parking at Paul Fisher Park?

To stimulate discussion, a list of pros and cons for either option is listed below. Note that this list is not exclusive, as there may be additional considerations not listed here. My recommendation is Option 1—to partition and sell everything from the start of the parking lot then east to N. Pioneer St.—for the reasons listed below.

Option 1: Include the parking lot in the City Hall property to be sold. The yellow line below indicates the partition line. Everything east of the partition line would be sold.



Pros of Option 1

- The parking lot is about 4,000 square feet in area. At an assumed cost of \$6.00 per square foot, this would result in sales proceeds of \$24,000. (See the September 7, 2021 City Council meeting packet for the budget analysis on selling the vacant property in question. The \$6.00 per square foot value was provided by the City's real estate broker as an estimate for the value of residential property.)
- By including the parking lot in the partition, it will make the property more attractive to a developer due to the additional square footage.
- Private development of this area will increase the tax base. If the property is zoned multi-family residential—which is what I recommend—apartments or other development would increase housing units in the City.
- It would be a cost savings to the City, as we would no longer have to pay for maintenance or capital outlay to maintain the parking lot.

Cons of Option 1

- The City would lose control of the parking lot. This means the developer could redevelop the parking lot area into something else.
- Therefore, Paul Fisher Park users would not be able to use that area for parking.

Additional considerations

- Street parking is available all along Paul Fisher Park on E. 3rd Street—starting at the intersection with N. Moss St. and going to N. Hyland St.
- So, park users will still have access to the park without the current City Hall parking lot. Staff have observed that almost all park users use the street parking to access the park.
- Staff have also observed that on its busiest days, the street parking provides ample access to Paul Fisher Park.

Option 2: Do not include the parking lot in the City Hall property to be sold. Reserve the parking lot for additional parking at Paul Fisher Park. The yellow line below indicates how this property could be partitioned under this option.



Pros of Option 2

- By keeping the parking lot, the City will be able to provide additional parking to Paul Fisher Park users. This may be beneficial in future years when the master plan for Paul Fisher Park is realized.

Cons of Option 2

- The area of the property north of the parking lot and City Hall and in the middle of Paul Fisher Park and lot 2202 would not have as easy access to E. 3rd St. Access would have to go around the parking lot. This might make it more difficult to develop the property and more difficult to sell.
- Additional costs to the City due to maintenance and capital outlay to maintain the parking lot.
- Decrease in property sales proceeds compared to Option 1 above.

Additional considerations

- A private citizen owns lot 2202—the lot in the upper northeastern corner of the picture. If the sale of lot 2202 could be combined with the sale of the City property, this might mitigate the disadvantageous lot configuration mentioned under “Cons of Option 2.” The area of the property between lot 2202 and Paul Fisher Park could then have access to N. Pioneer St. This depends on the owner of lot 2202 being willing to sell their property at the same time the City lists its property for sale.

Agenda Item Sheet

City of Lowell City Council

Type of item:	Discussion
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Item title/recommended action:

Decision on "Shade Tree Program" for Paul Fisher Park.

Recommended motion: "Motion to approve the 'Shade Tree Program' as described in the staff report and to refer further action to the Parks and Recreation Committee."

Justification or background:

See the included memo for more detail.

Budget impact:

N/A

Department or Council sponsor:

Parks and Recreation

Attachments:

City Administrator's memo

Meeting date:	11/02/2021
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City Administrator's Office
P.O. Box 490 Lowell, OR 97452
Phone: 541-359-8768
Email: jcaudle@ci.lowell.or.us

To: Mayor Bennett and City Council
From: Jeremy Caudle, City Administrator
Date: November 2, 2021
Re: Shade tree program for Paul Fisher Park

MEMO

Parks and Recreation Chair Hall O'Regan has championed a proposal for a community shade tree program for Paul Fisher Park. Since late summer/early fall of this year, City Council, staff, and Parks Committee members have discussed starting such a program. I am providing a sketch for a shade tree program below. The idea behind the program that I've sketched below is for the Parks and Recreation Committee to take the lead in implementing it with financial support from the community.

I am requesting approval from the City Council and Parks and Recreation Committee with the outline below so we can move forward.

Community shade tree program for Paul Fisher Park

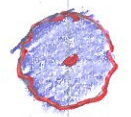
1. To start, the program will involve planting of 11 trees at Paul Fisher Park, which includes 1 tree that has already been committed by a private individual for donation.
2. The trees will be planted in accordance with the "Tree Plan" developed by Dougherty Landscape Architects. See attached.
3. The "Tree Plan" legend has 4 categories of trees, with each type being color coded. For each category, Dougherty Landscape Architects provides 2 to 3 options of species to choose from. For instance, the "red" category has "Autumn Blue Maple" or "Red Sunset Maple." The Parks and Recreation Committee will decide which species of tree to plant for each category. For the sake of consistency, the landscape architect recommends choosing one species per category.
4. Dougherty Landscape Architects also provided a "Typical Tree Planting" diagram, also included. The trees will be planted in accordance with this "Typical Tree Planting" diagram.
5. City staff will solicit 3 quotes for a landscape firm to purchase the selected species of trees, plant them according to the diagram and tree plan, and provide for a minimum 1-year warranty.
6. City staff will present the lowest, responsive quote to the Parks Committee and City Council for approval. The selected landscape firm will then purchase and plant the trees.
7. One to two volunteers from the Parks and Recreation Committee and/or City Council will take the lead in soliciting donations from the community to fund the shade tree program once we know what the total cost will be. The intention of the program is for it to be mostly, if not completely, funded by interested community members.

8. Community members are to make their donation to the City. In turn, the City will use those donations to hire the selected landscape firm to complete the work.
9. For community members who wish to participate, they will be asked to buy a tree for the cost listed on the landscaper's quote. In exchange for buying a tree, a donor will be able to place a memorial plaque at their purchased tree, if they so choose. Community members will also be responsible for covering the cost of the plaque. Community members can make a partial donation—that is, not buy a tree outright. However, partial donations do not entitle donors to a memorial plaque. Partial donations will be combined to cover the City's cost of buying a tree.
10. At a later meeting, the Parks and Recreation Committee will develop design requirements for the memorial plaques to ensure consistency. This may also involve selecting a single firm to produce the plaques—again, to ensure consistency.
11. Donations will be accepted on a first come, first served basis for the first 10 trees only. Community members who are interested in planting trees after the first 10 trees are covered may do so later when we start working on Rolling Rock Park.

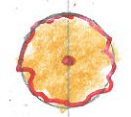
LEGEND



Acer freemanii - Autumn Blaze Maple
OR Acer rubra 'Red Sunset' - Red Sunset Maple



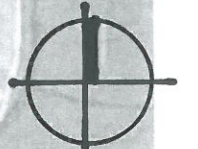
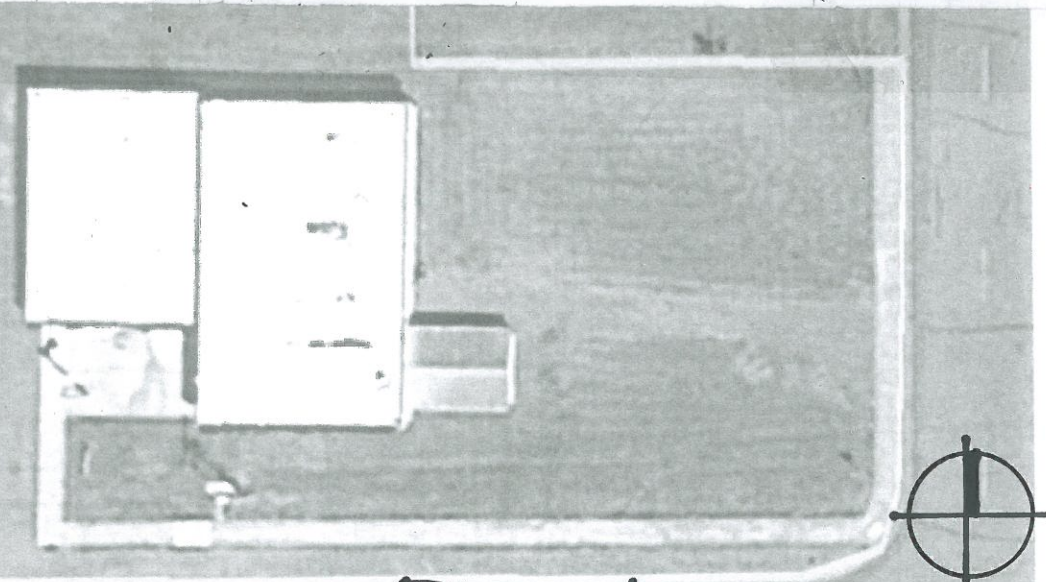
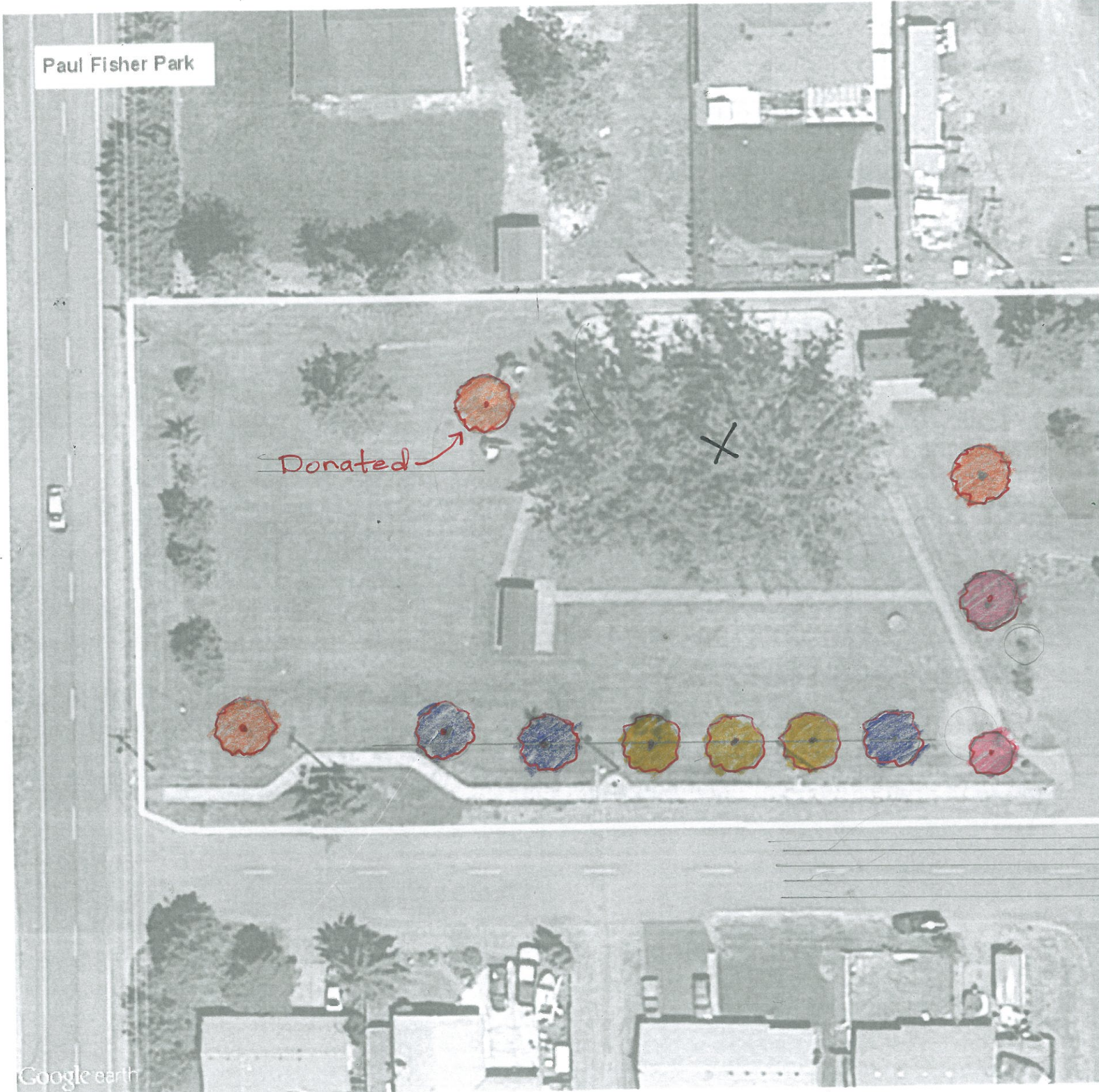
Fraxinus Americana 'Autumn Purple' Ash



Nyssa sylvatica 'Wild Fire' 'Black Tupelo'
OR Fraxinus exoniifolia 'Aurea' - Golden
Desert Ash

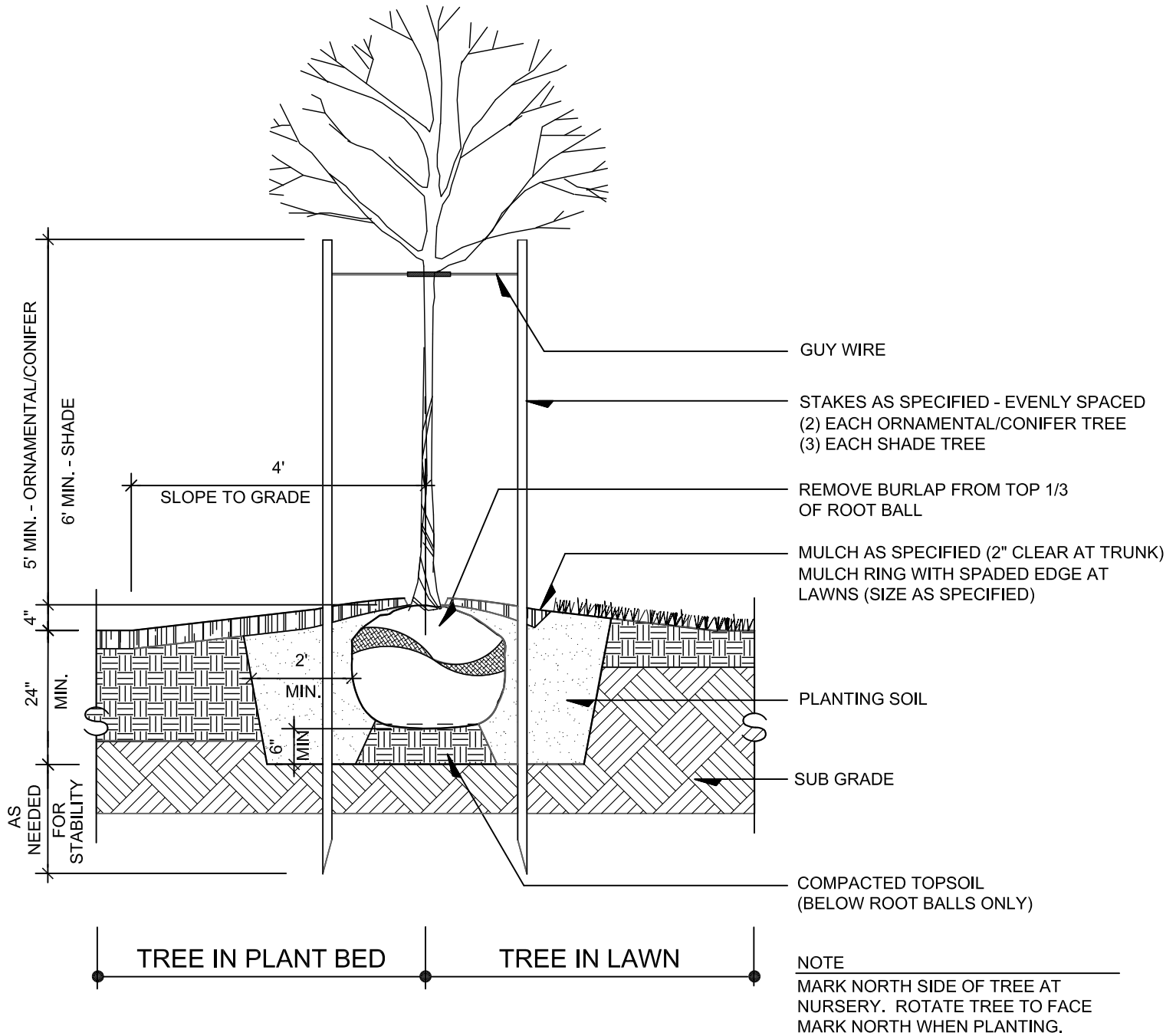


Cornus Florida - Dogwood
OR Cercis canadensis 'Forest Pansy'
Forest Pansy 'Red bud'



TREE PLAN
Paul Fisher Park

10.12.2021
NTS



1
LA-1

TYPICAL TREE PLANTING (WITH LAWN)

SECTION

SCALE: 1/2" = 1'-0"

Agenda Item Sheet

City of Lowell City Council

Type of item:	Discussion
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Item title/recommended action:

Decision and direction on holiday programming for winter 2021.

Justification or background:

Staff are requesting a decision on what holiday programming the City will be implementing for winter 2021. If we are going to move forward with any programming, the Public Works Department needs to know at this meeting so they can have time to prepare. We will also need volunteers to implement any programming, as staff need additional resources to make this happen. Volunteers should be prepared to step forward at this meeting to lead the tasks needed to accomplish all of this. Questions that we need to answer include: Will we hold a tree lighting ceremony this year? How do we want to decorate the covered bridge? Where do we want to place the new Christmas decorations?

Members of the Blackberry Jam Committee have also been invited to participate in this discussion.

Budget impact:

N/A

Department or Council sponsor:

Parks and Recreation

Attachments:

Meeting date:	11/02/2021
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