

Lowell City Council
Regular Meeting
Tuesday, November 1, 2022 at 7:00 p.m.

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

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

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

Regular Meeting Agenda

Call to Order/Roll Call/Pledge of Allegiance

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

Approval of Agenda

Consent Agenda

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

Public Comments

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

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

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

City Council Meeting Agenda

Council Comments (three minutes per speaker)

Staff Reports

Public Hearings

Old Business

New Business

1. Review proposals for Crestview Estates storm drainage construction project – Discussion/ Possible action
Recommended motion: “I move to approve bid number RBC2022-389 by RiverBend Construction in the amount of \$11,340 and to authorize the City Administrator to sign.”
2. Review proposal from S&F Land Services to record sewer easement on 205 E. Main Street – Discussion/ Possible action
Recommended motion: “I move to approve the October 11, 2022 additional professional surveying services proposal from S&F Land Services in the amount of \$5,295 and to authorize the City Administrator to sign.”
3. Review “Amendment number 1 to agreement for improvements in the case of public improvements for the Sunset Hills Subdivision of assessor’s map #19011421, tax lot 500.
Recommended motion: “I move to approve ‘Amendment number 1’ to the ‘Agreement for improvements’ with Bahen Investment Group, LLC and to authorize the Mayor to sign.”

Other Business

Mayor Comments

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

Adjourn

Agenda Item Sheet
City of Lowell City Council



Type of item:	Procurement
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Item title/recommended action:

Review proposals for Crestview Estates storm drainage construction project – Discussion/
Possible action
Recommended motion: "I move to approve bid number RBC2022-389 by RiverBend Construction in the amount of \$11,340 and to authorize the City Administrator to sign."

Justification or background:

McDougal Bros. Investments was required to install public improvements associated with the Crestview Estates subdivision. One those of those public improvements was a French drain along the eastern property line for lot 12. (See p. 4 of the included "Public improvements plan," note 59.) McDougal Bros. failed to install the French drain, which is now causing drainage issues on lot 12.

The drain was to be installed on property east of lot 12, which McDougal Bros. previously owned, and a private utility easement is recorded along the intended location of the drain. McDougal Bros. has since sold that property to Lookout Point LLC. The owner of Lookout Point LLC has stated that they will not give McDougal Bros. permission to access their property to complete the work.

After discussion with both parties, the City has reached an understanding where the City will contract directly with the contractor to install the drain. In turn, McDougal Bros. will reimburse the City for the work.

The City has obtained 3 quotes to perform the work. RiverBend Construction is the lowest bidder. Their bid assumes that McDougal Bros. provides the gravel, which McDougal Bros. has agreed to do.

The City also informed Lookout Point LLC of the apparent successful bidder, with a deadline of Wednesday, October 26 to express any concerns. As of this writing, the City has not heard any concerns from Lookout Point LLC related to the plan stated above.

Agenda Item Sheet
City of Lowell City Council



Type of item:	Procurement
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The City Administrator will not authorize the work until we have either: a check from McDougal Bros. to pre-pay for the work or a written promise from them to reimburse the City once the work is completed.

Bid tabulation:

RiverBend Construction - \$11,340 (gravel to be provided by McDougal Bros.)

Portable Rock Production - \$19,710

Covey Excavation - \$17,483.76

Budget impact:

Expenditure of \$11,340, to be reimbursed by McDougal Bros.

Department or Council sponsor:

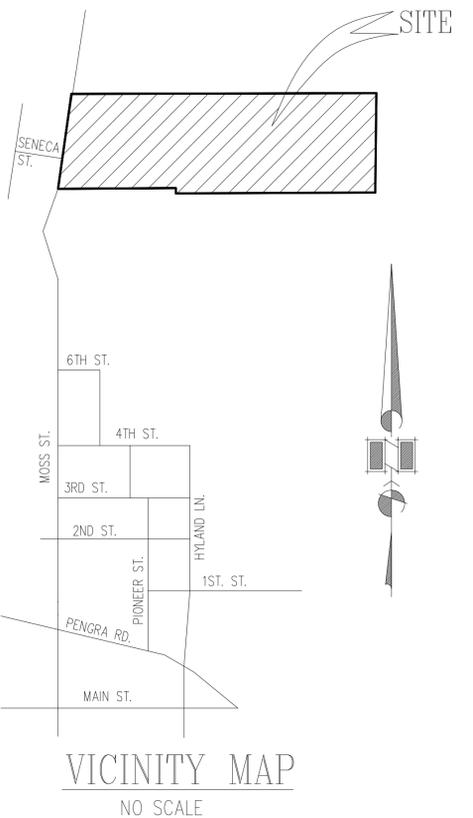
Public Works

Attachments:

"Public improvements plan" for Crestview Estates; quotes from 3 contractors listed in bid tabulation

Meeting date:	11/01/2022
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PUBLIC IMPROVEMENT PLANS FOR CRESTVIEW ESTATES



LEGEND

---	EXISTING MAJOR CONTOUR AND ELEVATION
---	EXISTING MINOR CONTOUR
---	EX. 12" S.D.
---	EXISTING STORM DRAIN AND SIZE
---	EX. 8" W
---	EXISTING WATER AND SIZE
---	EX. 8" WW
---	EXISTING WASTEWATER AND SIZE
---	PROPOSED WATER LINE
---	PROPOSED STORM DRAIN
---	PROPOSED WASTEWATER
---	PROPOSED EASEMENT
○	PROPOSED WASTEWATER MANHOLE
○	PROPOSED STORMWATER MANHOLE
☆	PROPOSED STREET LIGHT
•	PROPOSED WATER METER BOX
•	PROPOSED FIRE HYDRANT
•	PROPOSED WATER VALVE
•	PROPOSED WATER BLOWOFF
■	PROPOSED DITCH INLET
■	PROPOSED CATCH BASIN
■	PROPOSED PAVING
○	EXISTING FIRE HYDRANT
○	EXISTING WATER VALVE
○	EXISTING WASTEWATER MANHOLE
○	EXISTING POWER POLE
○	WASTEWATER
○	STORM DRAIN
○	FINISH SURFACE
○	FINISH GRADE
○	TOP OF CURB
○	INVERT
○	BEGIN CURB RETURN
○	END CURB RETURN
○	CENTERLINE
○	MANHOLE
○	POINT OF CURVATURE
○	POINT OF VERTICAL INTERSECTION
○	FLOW LINE
○	CURB FACE

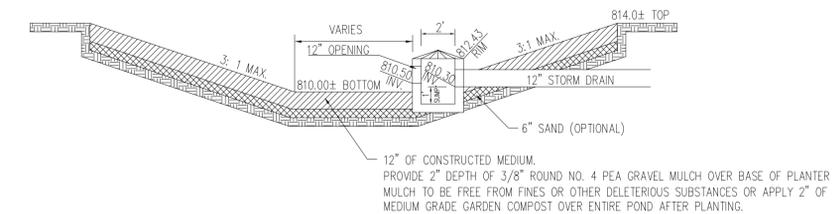
- GENERAL NOTES**
- Construction of public improvements shall comply with the City's Standard Specifications and Drawings.
 - A grading and/or fill permit from the City Building Division may be required for any construction activity outside of the rights-of-way and public easements.
 - Items of work not shown on the plan but necessary for successful completion of this project will be required by the City.
 - The contractor shall submit a traffic control plan and secure approval of the plan from the City and County at least five (5) working days prior to starting work.
 - The contractor shall not perform work without City inspections.
 - Before back-filling the end of a mainline pipe not ending at a manhole or cleanout, the contractor shall perform the TV inspection as required by the standard specifications and allow the consulting engineer to determine the exact location and elevation of the end of the pipe.
 - Where connecting to an existing pipe, the contractor shall expose the end of the existing pipe and allow the engineer to verify exact location and elevation before laying any new pipe on that system.
 - Where the contractor is unable to achieve sub-grade compaction and deflection standards required by the specifications, as determined by field inspection and testing, the sub-grade surface shall be lowered at least 6 inches, fabric shall be placed, and the material removed shall be replaced with 1 1/2" - 0 crushed rock and compacted according to the specifications. If the sub-grade still does not meet specifications over-excavate to a deeper sub-base depth as directed by project engineer and repeat the process until the sub-grade meets specifications.
 - Asphalt shall be formulated for this project in accordance with the City's Standard Specifications.
 - The contractor shall notify Lane County Department of Public Works Permit Section 24 hours before beginning work in the County right-of-way.
 - Requests by the contractor for changes to the plans must be approved by the consulting engineer and the City before the changes are implemented.
 - ATTENTION: Oregon law requires the contractor to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. Contractor may obtain copies of the rules by calling the center. (Note: the telephone number for the Oregon Utility Notification Center is (503) 232-1987 or (800) 332-2344.)
 - At each intersection at least one post shall be placed displaying street name signs for both intersecting streets. A "sign schedule" indicating names and locations of all signs to be installed shall be submitted to the project inspector within 15 days of the Public Improvement Permit date.
 - Placement or storage of spoils from trench construction is not permitted on hard surface streets within public right-of-way. Spoils stored in other right of way areas shall be covered to prevent erosion.
 - Forms of adequate size and configuration to meet concrete thickness requirements shall be used around outsides of outside-drop manholes.
 - Construction site shall be managed in accordance with the approved Construction Site Management Plan (CSMP). Contractor is responsible for implementing and maintaining components of the CSMP until Project Final Acceptance is issued.
 - Work requires the electrical contractor to secure an electric permit as well as inspection services from the Building Permit Services Division to assure National Electric Code compliance.
 - All materials in contact with water need to be NSF approved.
 - The contractor is to patch and verify all existing utilities prior to construction and report all discrepancies to the engineer.
 - All pipe backfill shall be compacted class B.
 - A single copper core, 18 gauge, or larger tracer wire with blue insulation shall be installed along all water lines. Access at shown locations of water valves, blowoffs and water meters.

NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THIS PLAN. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES. ANY ESTIMATED QUANTITIES HEREON ARE ONLY FOR THE PURPOSE OF OBTAINING THE NECESSARY PERMITS, AND THE FAVREAU GROUP DOES NOT GUARANTEE THE ACCURACY OF THE ESTIMATED QUANTITIES. THE CONTRACTOR SHALL PERFORM HIS OWN QUANTITY TAKEOFF BEFORE SUBMITTING A BID FOR ANY PORTION OF THE IMPROVEMENTS COVERED BY THESE PLANS. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AND SHALL REPORT DISCREPANCIES TO THE ENGINEER PRIOR TO COMMENCEMENT OF WORK.

ENGINEER'S NOTE

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS AND THE CITY OF EUGENE. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND INDEMNIFY AND HOLD DESIGN PROFESSIONALS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.



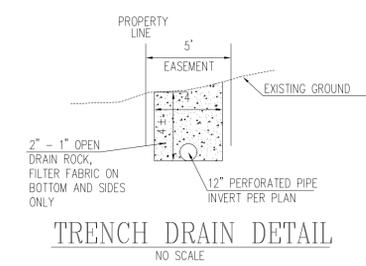
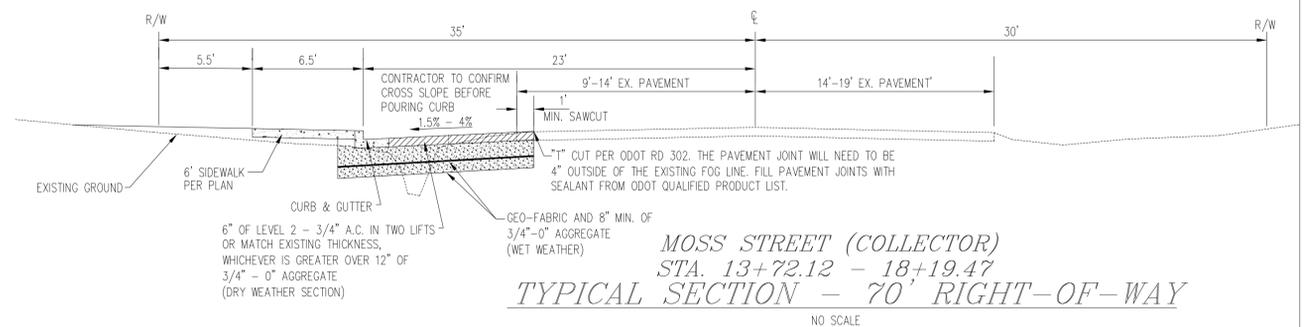
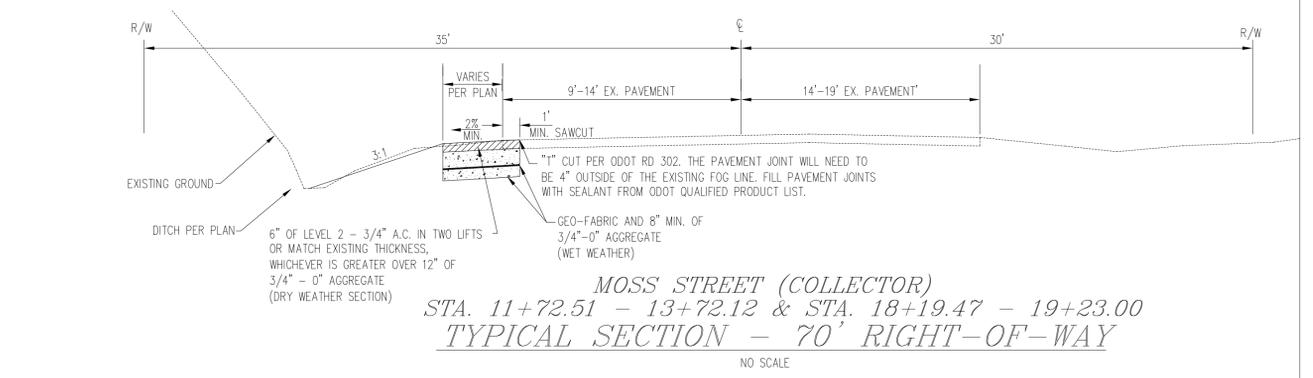
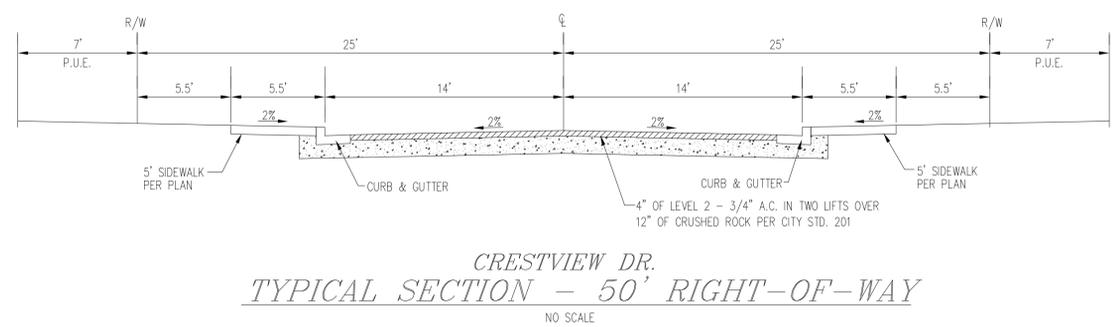
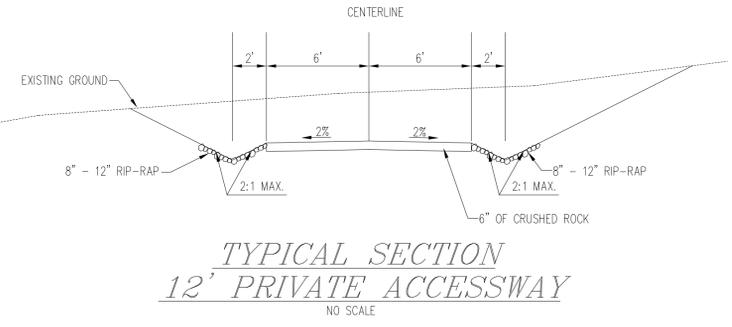
- THE THICKNESS OF THE CONSTRUCTED MEDIUM, INCLUDING OR IN ADDITION TO THE GROWING MEDIUM, AT THE BASE OF THE POND SHALL BE A MINIMUM OF 12 INCHES THICK.
- THE BASE OF THE POND SHALL INCLUDE A CONSTRUCTED MEDIUM COMPRISING A MIXTURE OF SAND, NATIVE SOIL, LOAM, AND COMPOST. THE FRACTION OF ORGANIC CARBON (FOC) IN THE CONSTRUCTED MEDIUM SHALL BE A MINIMUM OF 0.20 (I.E. 40-50%) ORGANIC MATTER. IF THE GROWING MEDIUM DOES NOT CONFORM TO THIS MINIMUM FOC REQUIREMENT, THEN THE CONSTRUCTED MEDIUM WOULD BE PLACED IN ADDITION TO THE REQUIRED GROWING MEDIUM.
- ALL SILT INTRUSION FROM THE STORM DRAIN FACILITY SHALL BE REMOVED PRIOR TO THE PLACEMENT OF THE CONSTRUCTION MEDIUM.

EQUAL NUMBER OF PLANTS FOR EACH ZONE SPACED ONE FOOT ON CENTER OVER THE ENTIRE FACILITY

ZONE A (AT AND BELOW RIM ELEVATION)	ZONE B (ABOVE RIM ELEVATION)
CAREX OBNUPA 4" POTS 754 EACH	CAMASSIA QUAMASH 4" POTS 232 EACH
JUNCUS PATENS 4" POTS 754 EACH	DESCHAMPSIA CAESPITOSA 4" POTS 232 EACH

POND & OUTLET DETAIL

NO SCALE



SHEET INDEX

SHEET 1	TITLE SHEET
SHEET 2	CRESTVIEW STREET PLAN AND PROFILE
SHEET 3	MOSS STREET PLAN AND PROFILE
SHEET 4	CRESTVIEW STREET STORM DRAIN, SANITARY SEWER AND WATER PLAN AND PROFILE
SHEET 5	MOSS STREET STORM DRAIN, SANITARY SEWER AND WATER PLAN AND PROFILE
SHEET 6	SENECA STREET SANITARY SEWER AND WATER PLAN AND PROFILE
SHEET 7	GRADING PLAN
SHEET 8	MOSS STREET STRIPING PLAN

SOIL TYPES

#28 CHEHULIPUM, SOIL GROUP D, WELL DRAINED
#43E DIXON-PHILOMATH-HAZELAIR COMPLEX, SOIL GROUP D, WELL DRAINED

Benchmark used:
Lane County Benchmark 82
USGS Brass Cap "H 362"
NAVD 88 Elev = 719.49 feet



PLANS PREPARED BY:

THE FAVREAU GROUP
CIVIL ENGINEERING

3750 NORWICH AVE.
EUGENE, OR 97408 (541) 683-7048

DATE	BY	DESCRIPTION	APP.
REVISIONS			

APPROVED:

DATE: _____

DESIGNED	AJF	DRAWN	AJF
CHECKED	MW	DATE	06-22-20

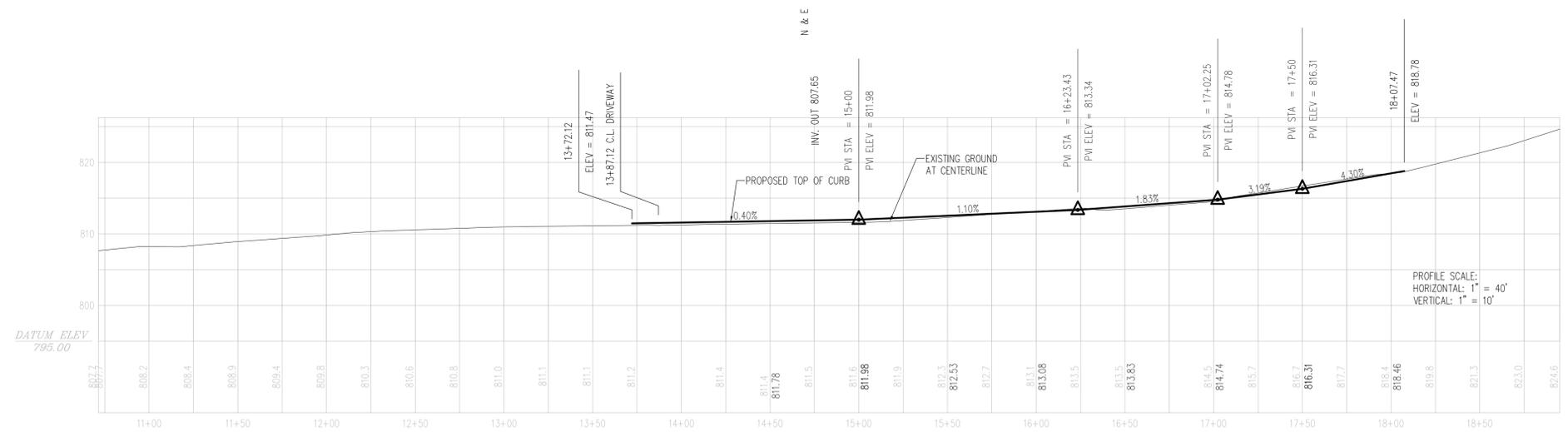
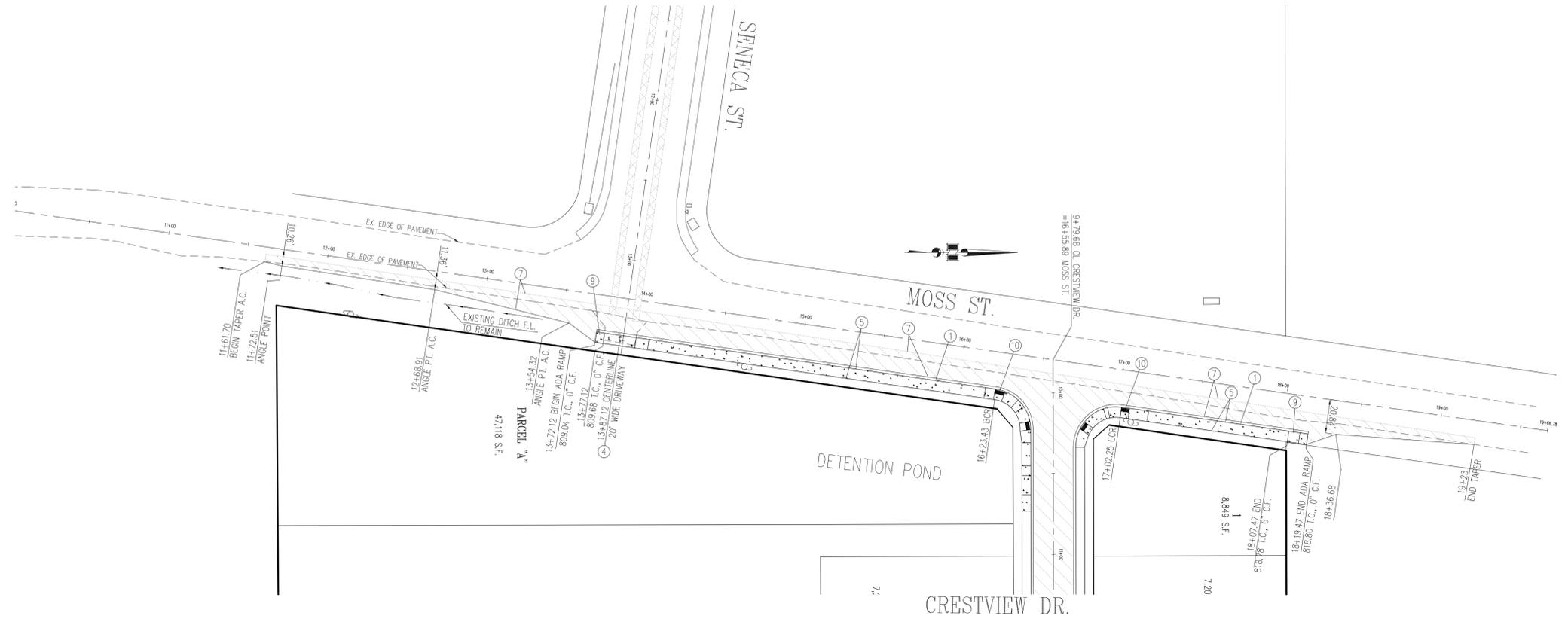
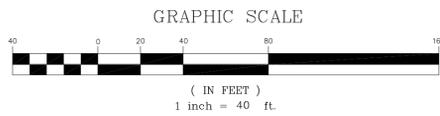
PUBLIC IMPROVEMENT PLANS FOR CRESTVIEW ESTATES

CITY OF LOWELL
PUBLIC WORKS DEPARTMENT

SHT. 1 OF 8

CONSTRUCTION NOTES

- 1 CONSTRUCT TYPICAL 6" CURB & GUTTER PER CITY STD. 202
- 4 CONSTRUCT STANDARD DRIVEWAY CURB DEPRESSION PER CITY STD. 204, WIDTH PER PLAN
- 5 CONSTRUCT 4" THICK CONCRETE SIDEWALK PER CITY STANDARD 204
- 7 CONSTRUCT 6" A.C. OVER 12" OF CRUSHED ROCK. SEE DETAIL ON SHT. 1.
- 9 CONSTRUCT SIDEWALK END PER ODOT STD. RD754
- 10 CONST. PEDESTRIAN ACCESS RAMP PER ODOT STD. RD757. ADA RAMPS ARE TO MEET THE CURRENT ADA REQUIREMENTS



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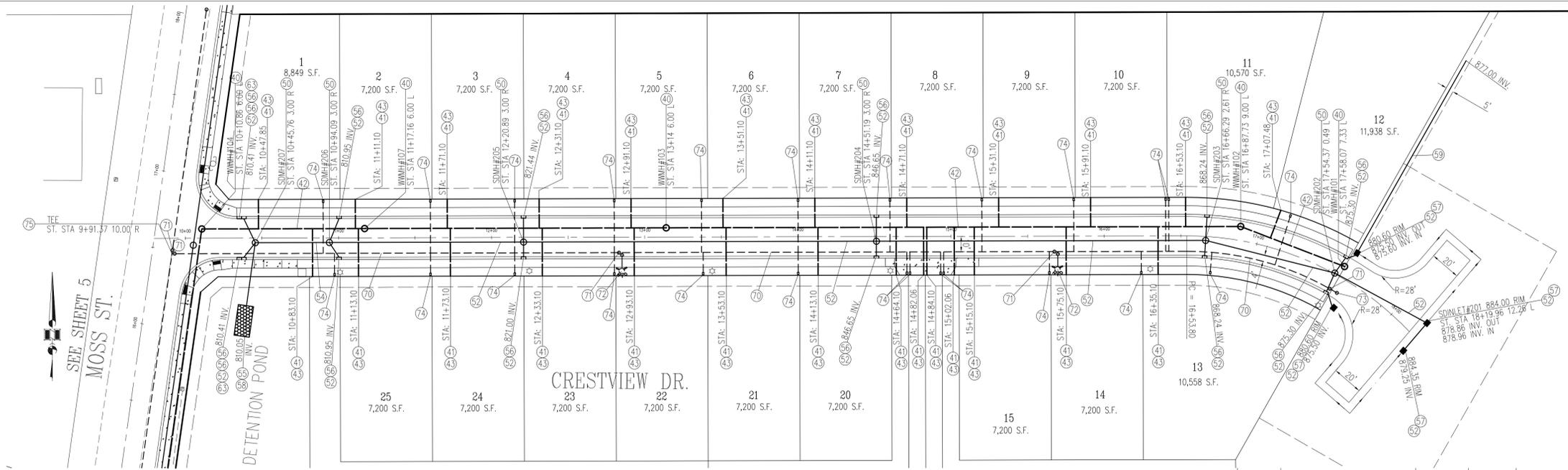
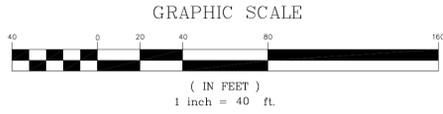
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REVISIONS			

APPROVED:	
DATE	
DESIGNED	DRAWN
AJF	AJF
CHECKED	DATE
MW	06-22-20

PUBLIC STREET PLANS
FOR
MOSS STREET

CITY OF LOWELL
 PUBLIC WORKS DEPARTMENT

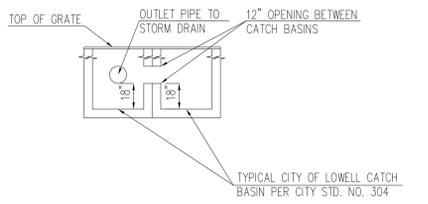
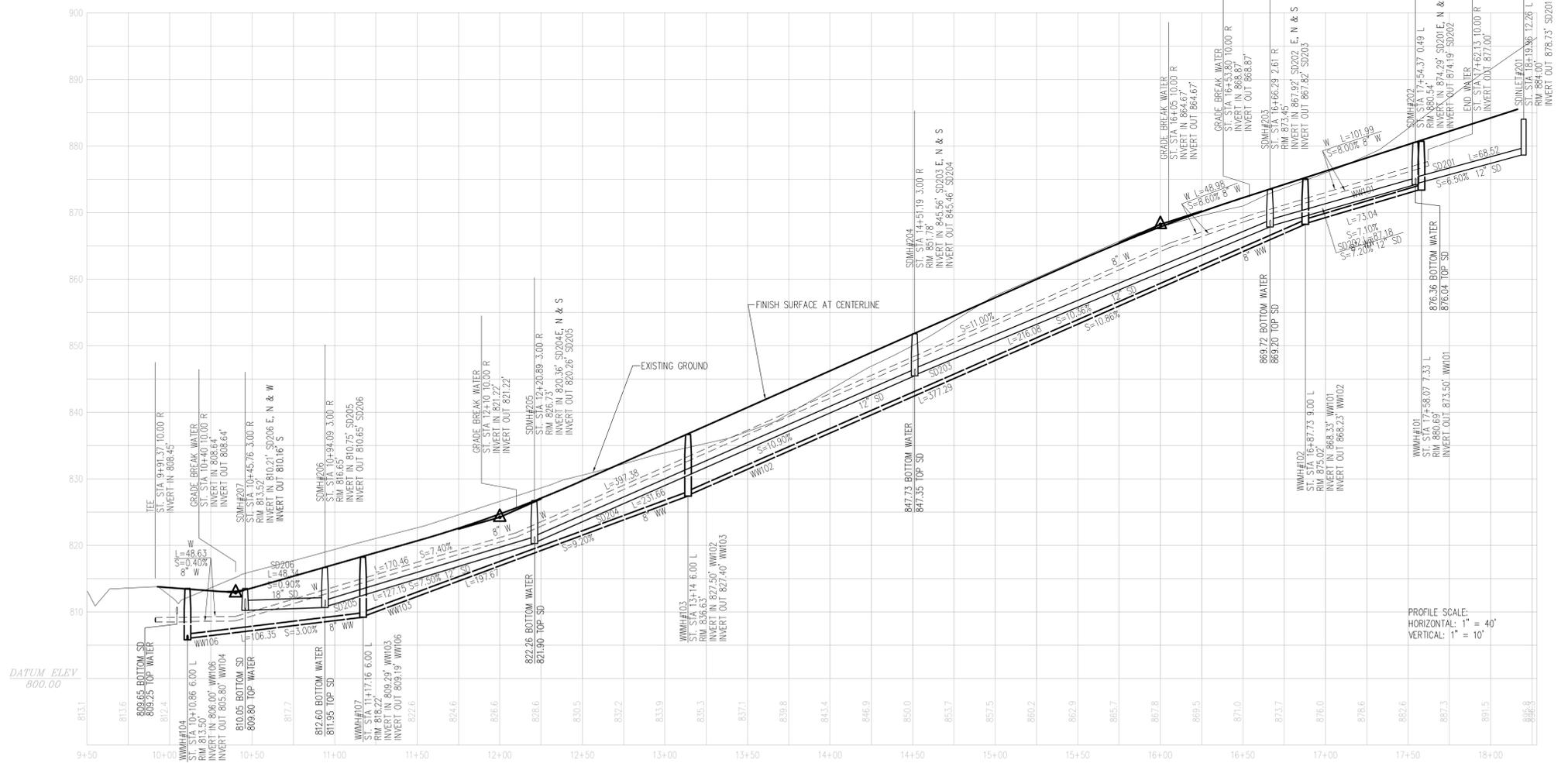
SHT. 3 OF 8



WATER CROSSING NOTE:
ALL WATER AND STORM DRAIN CROSSING OF LESS THAN 1.5' CLEAR,
SHALL HAVE A FULL STICK OF WATER PIPE CENTERED ON THE
CROSSING.

CONSTRUCTION NOTES

- 40 CONSTRUCT STD. SANITARY SEWER MANHOLE PER CITY STDS. 315A, 316 & 319
ADJUST MANHOLE RIM PER ODOT STD. RD 360, CIRCULAR CUT, METHOD B
- 41 CONSTRUCT STD. 4" PVC SANITARY SEWER PIPE LATERAL ASTM D3034 PER CITY STD. 311
ALL SEWER SERVICE LATERALS ARE TO HAVE CLEANOUTS. PIPE BEDDING PER CITY STD. 301
- 42 CONSTRUCT STD. 8" PVC SANITARY SEWER PIPE ASTM D3034
PIPE BEDDING PER CITY STD. 301
- 43 INSTALL STD. 8" X 6" TEE, ASTM D3034
- 50 CONSTRUCT STD. STORM DRAIN MANHOLE PER CITY STDS. 315A, 316, & 319
- 52 CONSTRUCT STANDARD 12" PVC ASTM D3034 STORM DRAIN PIPE
PIPE BEDDING PER CITY STD. 301
- 54 CONSTRUCT STANDARD 18" PVC ASTM D3034 STORM DRAIN PIPE
PIPE BEDDING PER CITY STD. 301
- 55 CONSTRUCT STANDARD 21" PVC ASTM D3034 STORM DRAIN PIPE
PIPE BEDDING PER CITY STD. 301
- 56 CONSTRUCT CATCH BASIN PER CITY STD. 304
- 57 CONSTRUCT DITCH INLET PER CITY STD. 308
- 58 CONSTRUCT 10' X 20' RIP RAP APRON. ROCK SIZE = 8" - 12" DIAMETER, 1.5' MIN. THICKNESS
- 59 CONSTRUCT TRENCH DRAIN PER DETAIL ON SHEET 1
- 61 CONSTRUCT DETENTION POND OUTLET STRUCTURE PER DETAIL ON SHEET 1
- 63 CONNECT CATCH BASIN WITH A MINIMUM 12" DIAMETER WATER TIGHT OPENING. PER DETAIL HEREON
- 70 CONSTRUCT STANDARD 8" C900 PVC WATER LINE
PIPE BEDDING PER CITY STD. 301
- 71 CONSTRUCT 8" GATE VALVE AND BOX PER CITY STD. 403
- 72 CONSTRUCT FIRE HYDRANT PER CITY STD. 402 AND THRUST BLOCK PER CITY STD. 401
- 73 CONSTRUCT 2" BLOW-OFF WITH THRUST BLOCK PER CITY STD. 401 & 404
- 74 CONSTRUCT 1" WATER SERVICE LATERAL WITH WATER METER BOX CITY STD. 407
WATER METER BOX IS TO BE SET WITHIN 3' OF PROPERTY LINE
- 75 CONSTRUCT 8" X 8" X 8" TEE WITH THRUST BLOCK PER CITY STD. 401



CATCH BASIN CONNECTION DETAIL
NO SCALE

REGISTERED PROFESSIONAL
ENGINEER
ANTHONY J. FAVREAU
DEC. 31, 1999
EXPIRES DEC. 31, 2021

PLANS PREPARED BY:
**THE FAVREAU GROUP
CIVIL ENGINEERING**
3750 NORWICH AVE.
EUGENE, OR 97408 (541) 683-7048

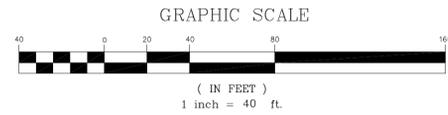
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REVISIONS			

APPROVED:	
DATE	
DESIGNED	DRAWN
AJF	AJF
CHECKED	DATE
MW	06-22-20

**PUBLIC STORM DRAIN, SANITARY SEWER &
WATER PLANS FOR
CRESTVIEW DR.**

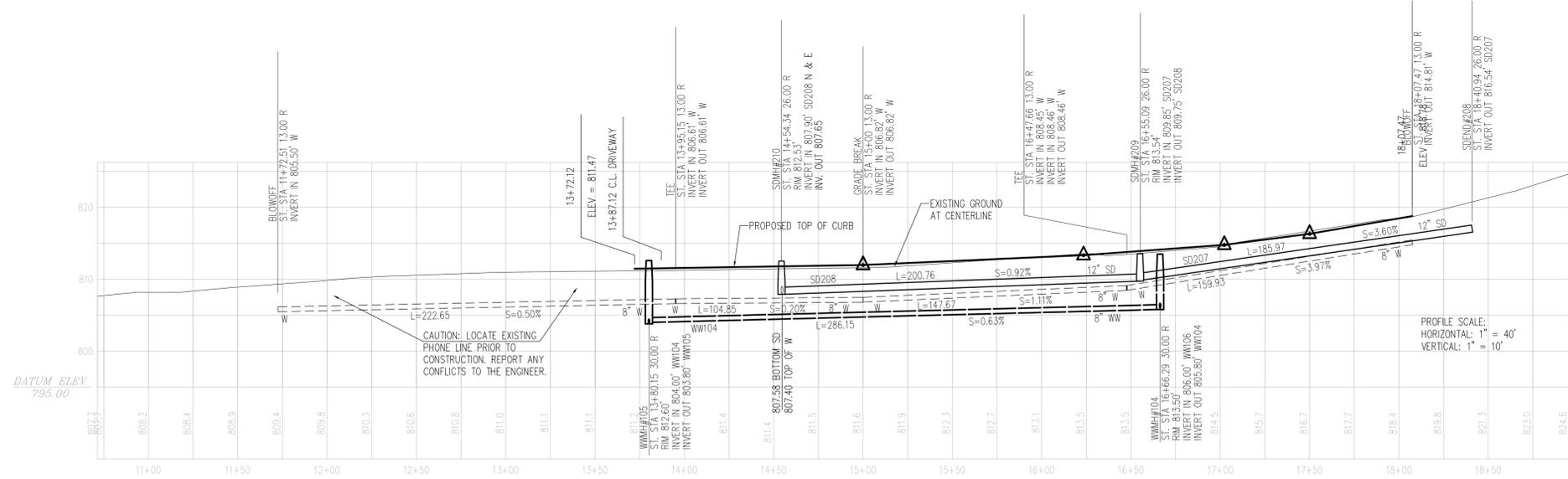
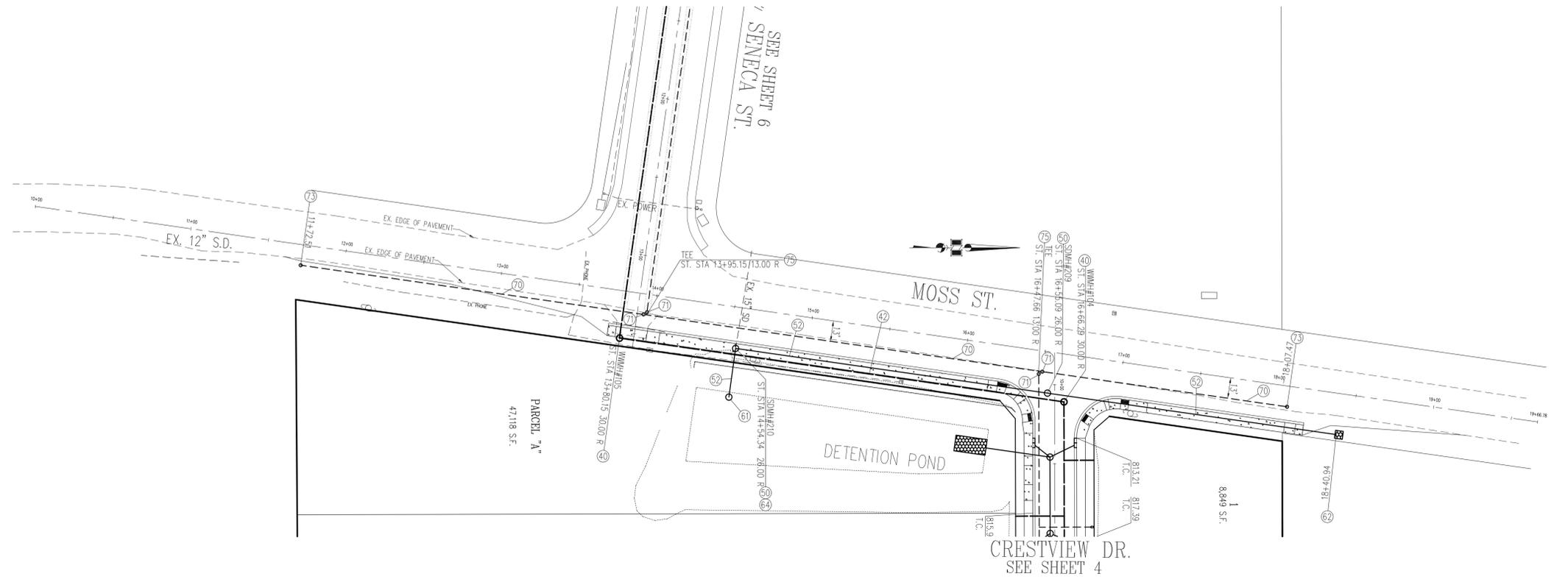
CITY OF LOWELL
PUBLIC WORKS DEPARTMENT

SHT. 4 OF 8



CONSTRUCTION NOTES

- 40 CONSTRUCT STD. SANITARY SEWER MANHOLE PER CITY STDS. 315A, 316 & 319 ADJUST MANHOLE RIM PER ODOT STD. RD 360, CIRCULAR CUT, METHOD B
- 42 CONSTRUCT STD. 8" PVC SANITARY SEWER PIPE ASTM D3034 PIPE BEDDING PER CITY STD. 301
- 50 CONSTRUCT STD. STORM DRAIN MANHOLE PER CITY STDS. 315A, 316, & 319
- 52 CONSTRUCT STANDARD 12" PVC ASTM D3034 STORM DRAIN PIPE PIPE BEDDING PER CITY STD. 301
- 53 CONSTRUCT STANDARD 15" PVC ASTM D3034 STORM DRAIN PIPE PIPE BEDDING PER CITY STD. 301
- 60 CONNECT TO EXISTING 12" STORM DRAIN
- 61 INSTALL POND OUTLET PER DETAIL ON SHEET 1
- 62 INSTALL 6" - 8" ROCK APRON, 5' X 5', 1' DEEP
- 64 CONNECT TO EXISTING 15" PIPE UNDER MOSS ST.
- 70 CONSTRUCT STANDARD 8" C900 PVC WATER LINE PIPE BEDDING PER CITY STD. 301
- 71 CONSTRUCT 8" GATE VALVE AND BOX PER CITY STD. 403
- 73 CONSTRUCT 2" BLOW-OFF WITH THRUST BLOCK PER CITY STD. 401 & 404
- 75 CONSTRUCT 8" X 8" X 8" TEE WITH THRUST BLOCK PER CITY STD. 401



Benchmark used:
Lane County Benchmark 82
USGS Brass Cap "H 362"
NAVD 88 Elev = 719.49 feet

SOIL TYPES

- #28 CHELULIPUM, SOIL GROUP D, WELL DRAINED
- #43E DIXON-PHILOMATH-HAZELAIR COMPLEX, SOIL GROUP D, WELL DRAINED



PLANS PREPARED BY:
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CIVIL ENGINEERING
3750 NORWICH AVE.
EUGENE, OR 97408 (541) 683-7048

DATE	BY	DESCRIPTION	APP.
REVISIONS			

APPROVED:	
DATE	
DESIGNED A.J.F.	DRAWN A.J.F.
CHECKED M.W.	DATE 06-22-20

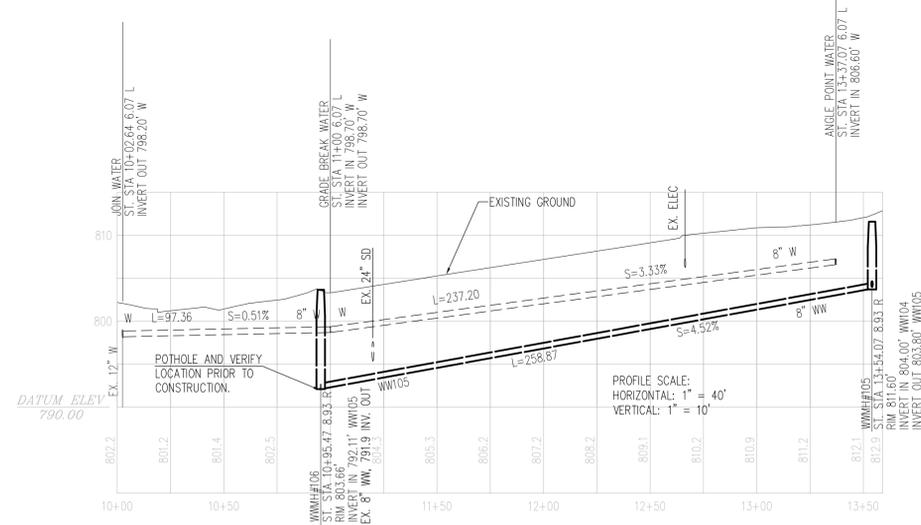
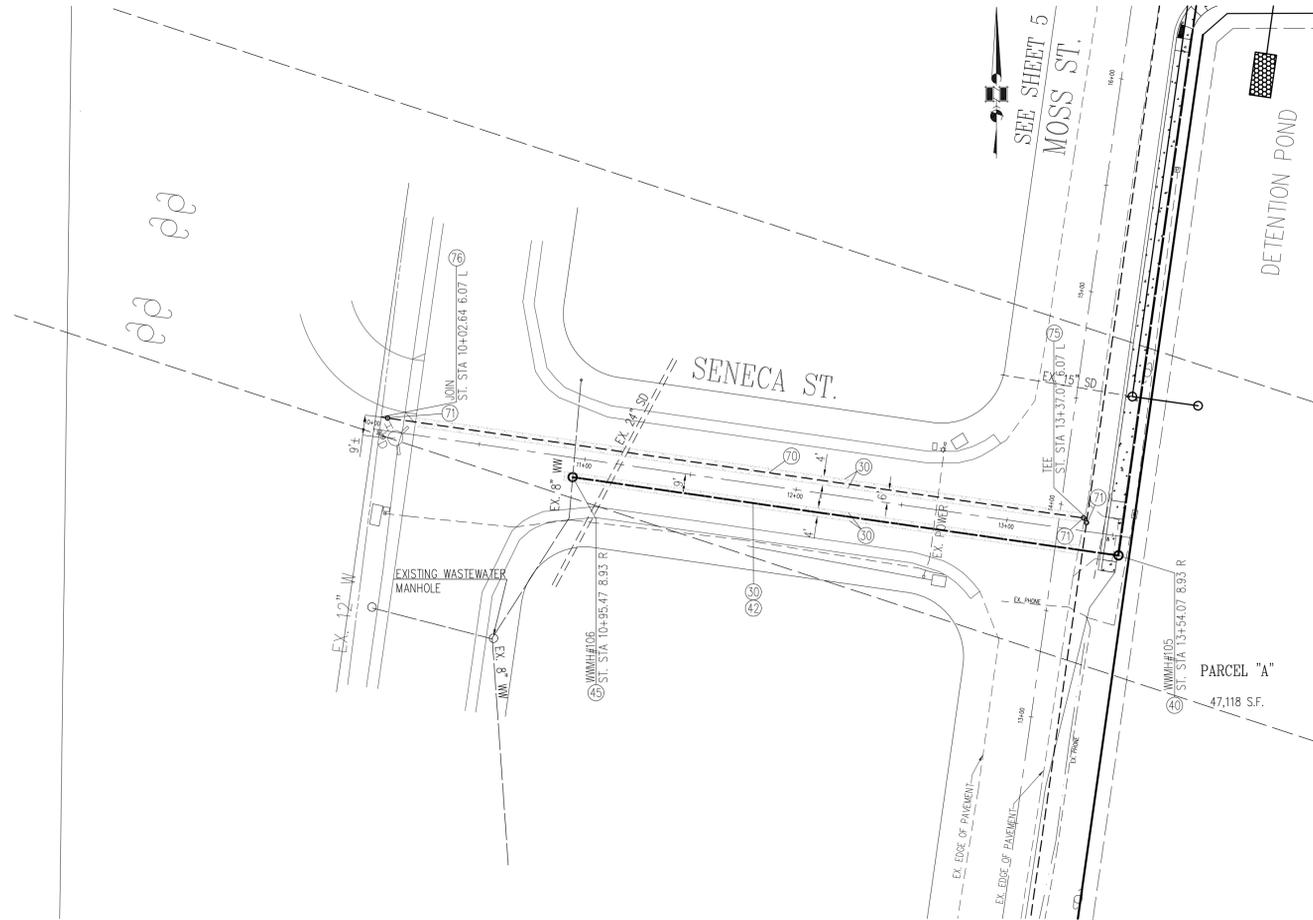
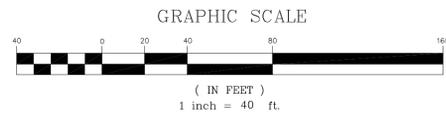
PUBLIC STORM DRAIN, SANITARY SEWER & WATER PLANS FOR MOSS STREET

CITY OF LOWELL
PUBLIC WORKS DEPARTMENT

SHT. 5 OF 8

CONSTRUCTION NOTES

- 30 STREET CUT PER CITY STD. 211
- 40 CONSTRUCT STD. SANITARY SEWER MANHOLE PER CITY STDS. 315A, 316 & 319 ADJUST MANHOLE RIM PER ODOT STD. RD 360, CIRCULAR CUT, METHOD B
- 42 CONSTRUCT STD. 8" PVC SANITARY SEWER PIPE ASTM D3034 PIPE BEDDING PER CITY STD. 301
- 45 CONSTRUCT STD. SANITARY SEWER MANHOLE PER CITY STDS. 315A, 316 & 319 FOUR MANHOLE BASE IN PLACE TO MATCH EXISTING PIPE ELEVATIONS. ADJUST MANHOLE RIM PER ODOT STD. RD 360, CIRCULAR CUT, METHOD B
- 70 CONSTRUCT STANDARD 8" C900 PVC WATER LINE PIPE BEDDING PER CITY STD. 301
- 71 CONSTRUCT 8" GATE VALVE AND BOX PER CITY STD. 403
- 75 CONSTRUCT 8" X 8" X 8" TEE WITH THRUST BLOCK PER CITY STD. 401
- 76 12" -8" HOT TAP (CITY WILL NEED TO BE PRESENT DURING THE HOT TAP)



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EUGENE, OR 97408 (541) 683-7048

DATE	BY	DESCRIPTION	APP.
REVISIONS			

APPROVED:	
DATE	
DESIGNED AJF	DRAWN AJF
CHECKED MW	DATE 06-22-20

**PUBLIC STORM DRAIN, SANITARY SEWER & WATER PLANS FOR
SENECA STREET**
CITY OF LOWELL
PUBLIC WORKS DEPARTMENT
SHT. 6 OF 8



12' PRIVATE ACCESSWAY FOR RECORDED EASEMENTS:
 1. DOCUMENT NO. 1987-44981
 2. DOCUMENT NO. 2015-016882

LEGEND

- 880 — EXISTING MAJOR CONTOUR AND ELEVATION
- 880 — EXISTING MINOR CONTOUR
- 880 — PROPOSED MAJOR CONTOUR AND ELEVATION
- 880 — PROPOSED MINOR CONTOUR

SOIL TYPES

- #28 CHELULIPUM, SOIL GROUP D, WELL DRAINED
- #43E DIXON-PHILOMATH-HAZELAIR COMPLEX, SOIL GROUP D, WELL DRAINED



PLANS PREPARED BY:
THE FAVREAU GROUP
CIVIL ENGINEERING
 3750 NORWICH AVE.
 EUGENE, OR 97408 (541) 683-7048

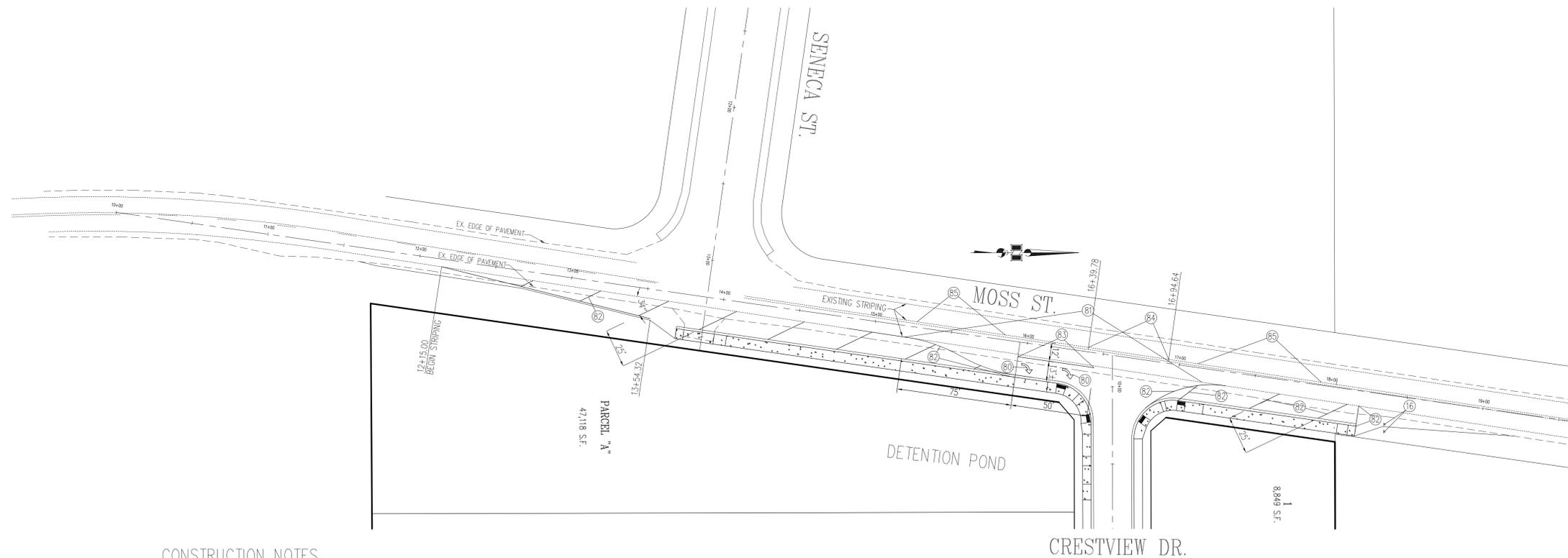
DATE	BY	DESCRIPTION	APP.
REVISIONS			

APPROVED:	
DATE	
DESIGNED AJF	DRAWN AJF
CHECKED MW	DATE 06-22-20

GRADING PLAN
CRESTVIEW ESTATES

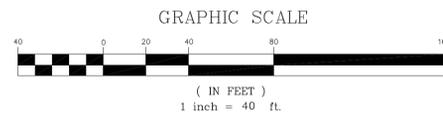
CITY OF LOWELL
 PUBLIC WORKS DEPARTMENT

SHT. 7 OF 8



CONSTRUCTION NOTES

- 16 RELOCATE EXISTING SIGNS
- 80 PAINT RIGHT TURN ARROW PER MUTCD STDS.
- 81 REMOVE EXISTING WHITE STRIPE
- 82 PAINT 4" WHITE STRIPE
- 83 W-2 8" WHITE STRIPE
- 84 REMOVE EXISTING DOUBLE YELLOW STRIPE
- 85 RETAIN EXISTING DOUBLE YELLOW STRIPE



NOTES:

1. ALL STRIPING MATERIALS ARE TO BE FROM THE ODOT QUALIFIED PRODUCT LIST.
2. LANE COUNTY TO APPROVE STRIPING LAYOUT IN THE FIELD PRIOR TO FINAL STRIPING.



PLANS PREPARED BY: THE FAVREAU GROUP CIVIL ENGINEERING 3750 NORWICH AVE. EUGENE, OR 97408 (541) 683-7048				APPROVED: DATE: _____		STRIPING PLAN MOSS STREET													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">DATE</th> <th style="width: 10%;">BY</th> <th style="width: 50%;">DESCRIPTION</th> <th style="width: 10%;">APP.</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="text-align: center;">REVISIONS</td> </tr> </tbody> </table>				DATE	BY	DESCRIPTION	APP.	REVISIONS				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DESIGNED A J F</td> <td style="width: 50%;">DRAWN A J F</td> </tr> <tr> <td>CHECKED M W</td> <td>DATE 06-22-20</td> </tr> </table>		DESIGNED A J F	DRAWN A J F	CHECKED M W	DATE 06-22-20	CITY OF LOWELL PUBLIC WORKS DEPARTMENT	
DATE	BY	DESCRIPTION	APP.																
REVISIONS																			
DESIGNED A J F	DRAWN A J F																		
CHECKED M W	DATE 06-22-20																		
SHT. 8 OF 8																			

RiverBend Construction

90520 Coburg Rd
Coburg, OR 97408
USA

Phone: (541) 683-5741
Fax: (541) 683-5798

CCB # 177967

To: City Of Lowell	Contact: Max Baker
Address: PO Box 490 Lowell, OR 97452 U.S.A.	Phone:
	Fax:
Project Name: Crestview Estates Stormline	Bid Number: RBC2022-389
Project Location: Crestview Estates, Lowell	Bid Date: 10/19/2022

RiverBend Construction is pleased to present the following Proposal: CCB# 177967

Item Description	Estimated Quantity	Unit	Total Price
12" Perf Line.	140.00	LF	\$11,340.00
<ul style="list-style-type: none"> · No Rock Included, Delivered By McDougal Bros. To Jobsite · Includes Removal Of Excavation Offsite. 			
Total Bid Price:			<u>\$11,340.00</u>

Notes:

- Price includes one (1) Mobilization
This Proposal is valid for 10 Days.
- Excluded are: Performance Bonds, Permits, Unsuitable Subgrade and/or Over-Excavation, Removal or Abandonment of Existing Wells, Septic Tanks, Hazardous Waste Testing, Removal or Disposal.
- Engineering, Testing, Surveying and Permits.
- Layout & Striping
- RiverBend Construction, Inc., will not be responsible for poor drainage due to design and/or slopes at less than 1-1/2%.
- This proposal is subject to asphalt oil escalation.
- TERMS & CONDITIONS. RiverBend Construction, Inc., agrees to perform all of the paving/construction work as described on the estimate form according to the plans and specifications for the project and/or verbal instructions as presented to RiverBend Construction, Inc., by the owner or its representative for purposes of preparing this estimate. These plans and specifications and/or instructions are by this reference incorporated into this estimate.2. RiverBend Construction, Inc., agrees that the owner may make any necessary changes in the plans and specifications for the work covered by this estimate and contract that may be deemed necessary during the progress of the work, without invalidating this contract but no change shall be binding until agreed to in writing by RiverBend Construction, Inc.. If any such change results in additions or reductions in the amount of work and/or materials required, the owner and RiverBend Construction, Inc., shall negotiate and agree upon an equitable change to the contract price.3. In the event that RiverBend Construction, Inc., is delayed in the performance of any of its obligations as a result of strikes, unavailability of materials, weather conditions or any other cause beyond the reasonable control of RiverBend Construction, Inc., then the time for completion shall be extended for the period of the delay.4. Should concealed or unknown conditions below the surface of the ground or within existing structures otherwise at variance with the conditions indicated by the plans & specifications available for the estimate, or otherwise differing materially from those generally recognized as inherent in work of the character provided for in this contract, be encountered, the contract price shall be equitably adjusted upon claim by RiverBend Construction, Inc..5. In case the work should, before completion, be wholly or partially destroyed by fire, defective soil, earthquake, act of God, or by any one other than RiverBend Construction, Inc., then the loss occasioned thereby shall be wholly sustained by the owner.
- 6. TERMS OF PAYMENT:
 - A. Lump Sum: The lump sum price given is the exact amount for the work to be performed based on the Approved plans and specifications. If, however, there are changes in the original scope of the project, RiverBend Construction, Inc., reserves the right to claim for additional compensation for the portion of the work that was not included in the original bid.
 - B. Project Pricing: The project price given is approximate. This price is subject to measurement of final quantities on unit prices specified. The owner shall arrange for its representative to provide all measurements in writing to RiverBend Construction, Inc., at the earliest practical time. If these measurements are not available, then RiverBend Construction, Inc., shall provide all such measurements.
 - C. RiverBend Construction, Inc., shall make progress billings for the work completed on or about the 30th of each month, and the payment on each such billing shall be due and payable in full on the 10th of the month following the progress billing. A late charge of 1 1/2% (18% Annual Percentage Rate) will be imposed on past due balances. Final billing is due 10 days after receipt of the final billing invoice.
 - D. RiverBend Construction, Inc., shall have the right to stop work on the project and claim a Construction Lien if payments are not made in a timely manner.
- 7. RiverBend Construction, Inc., reserves the right to subcontract all or any portions of the project without written consent of the owner. Owner shall not assign this contract or the property covered without written consent by RiverBend Construction, Inc., which shall not be reasonably withheld.
- 8. In the event any suit or action is instituted by either party, the prevailing party shall be entitled to reasonable attorney's fees. In addition, owner agrees to pay all collection costs incurred by RiverBend Construction, Inc., in attempting to recover all or any portion of the contract price.
- 9. The owner agrees to obtain and pay for all permits, licenses, official inspections, etc., unless otherwise stated on the face of the estimate.
- 10. If the owner or its authorized representative insists upon completion of the work against the advice of RiverBend Construction, Inc., because of weather or subsurface conditions, the owner assumes all risks for defects and all extra costs due to such conditions.
- 11. Guarantee: All material is guaranteed to be as specified and all work to be completed in a workmanlike manner according to standard practices. Riverbend Construction, Inc., will warranty all workmanship for a period of one year from date of completion against defects in labor only.
- this estimate is subject to credit approval, and is not binding on RiverBend Construction, Inc., until approved by authorized signatures.

- General Exclusions: Performance Bonds, Engineering, Testing, Surveying, Permits, Unsuitable Subgrade and/or Over-Excavation, Rock Excavation, Removal or Abandonment of Existing wells or Underground Tanks, Hazardous Waste Testing, Removal or Disposal, Layout and Striping.

Bid is based on DRY WEATHER construction.

- **This proposal shall be included in any subcontract agreement.**
- **Due to unstable market conditions, rising fuel and raw materials costs, RiverBend Construction Inc. requests that you carefully evaluate material costs and the duration of price protection we are able to offer and plan accordingly. We value your business and will do our best to communicate changes in market conditions while assisting you through this difficult situation. Due to current unstable price conditions, unless specifically stated otherwise, the prices in this proposal are subject to change and material will be invoiced at the prices in effect at the time of shipment.**

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: RiverBend Construction</p> <p>Authorized Signature: _____</p> <p>Estimator: Mike Moff mike.moff@rbmaterials.com</p>
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Portable Rock Production

P.O. Box 465

Pleasant Hill, OR 97455-0465

Estimate

Date	Estimate #
10/20/2022	39

Name / Address
CITY OF LOWELL

Project

Description	Qty	Cost	Total
JOB: FRENCH DRAIN PROJECT			
EXCAVATING - TRENCHING	1	7,650.00	7,650.00
LABOR	1	1,800.00	1,800.00
TRUCK WITH OPERATOR - 120 CUBIC YARDS OF 1 1/2 OPEN ROUND ROCK	1	5,780.00	5,780.00
12"X140' PERFORATED PIPE	1	2,830.00	2,830.00
FILTER CLOTH	1	650.00	650.00
CONCRETE CUTTING	1	500.00	500.00
MISC. FITTINGS - MORTAR	1	500.00	500.00
		Total	\$19,710.00

Agenda Item Sheet

City of Lowell City Council

Type of item:	Procurement
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Item title/recommended action:

Review proposal from S&F Land Services to record sewer easement on 205 E. Main Street – Discussion/ Possible action
Recommended motion: "I move to approve the October 11, 2022 additional professional surveying services proposal from S&F Land Services in the amount of \$5,295 and to authorize the City Administrator to sign."

Justification or background:

Staff are requesting City Council approval of surveying services to record a sewer easement on 205 E. Main St. This will ensure that they City has access to the sewer line once the property is sold. City Council approved a surveying services contract with S&F Land Services at its 11/2/2021 through a competitive request for proposals process. Since S&F Land Services has already completed survey work in this area, City staff believe that hiring S&F Land Services will reduce the time and costs needed to complete this additional work. L.R.C. Sec. 2.106(d) allows City Council to award a contract without competition for personal services contracts for " the continuation of work by a contractor who performed preliminary studies, analysis or planning for the work under a prior contract." City staff believe that this section applies to this agenda item.

Budget impact:

Expenditure of \$5,295 for surveying services

Department or Council sponsor:

Community Development

Attachments:

Professional surveying proposal from S&F Land Services

Meeting date:	11/01/2022
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October 11, 2022

CIVIL WEST

Attn: Matthew Wadlington

Email: mwadlington@civilwest.net

Phone: 541.982.4373

RE: 205 & 295 E Main Sewer Easement – Add Length – Survey Proposal

Mr. Wadlington,

On behalf of S&F Land Services, I am pleased to submit this proposal to provide additional professional surveying services for the property at 205 & 295 E Main St in Lowell, OR.

Scope of Work:

2. Extended – Sewer Easement:

- a. Field ties to three more existing Sewer Manholes to define centerline of easement (**See items in Green** on enclosed Exhibit B and C).
- b. Model the recently received deed 2022-030079 (**See items in Blue** on enclosed Exhibit B).
- c. Revised the previously prepared Legal Description and Sketch for the extended sewer easement across Subject Property

Assumptions:

- i. **NOT** included in this scope of work (these can be added if required)
 - a. Marking boundary lines
 - b. Full Boundary Survey (scope only includes resolving the North and West boundary lines)

Deliverables:

- i. Signed PDF of legal description and sketch.

Schedule:

- i. Deliverables could be furnished within 3 weeks of contracted notice to proceed.

Fees:

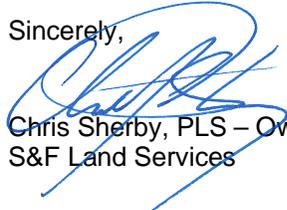
The fees for the scope of services as described above will be on a fixed fee basis. Additional services requested and approved by the Client not described herein will be billed as a Contract Addendum.

PROPOSED FEES	\$2,315
2. Extended Sewer Easement	\$2,315
Existing Fees:	\$2,975
1. Existing Task 1	\$2,975
New Proposed Total:	\$5,295

EXPENSES *invoiced at cost plus 10%*
 A. Plotting and Shipping (if hard copies requested)

If this proposal is acceptable to you, please sign a copy of this letter and return it to us as our notice to proceed. Signing this document is a promise to pay for services as outlined above, and acknowledgment of our enclosed terms and conditions. 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,

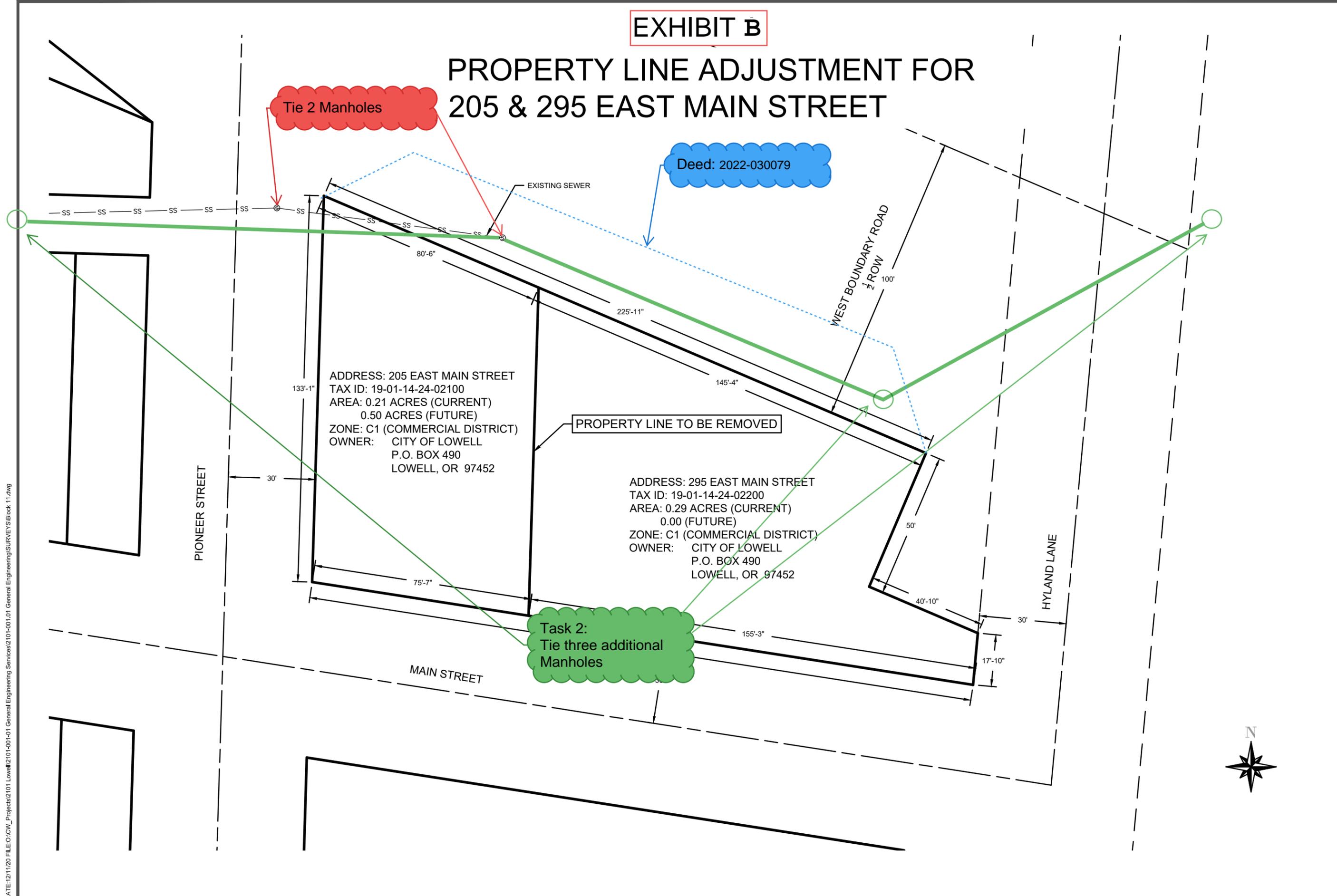


Chris Sherby, PLS – Owner
S&F Land Services

_____ (Date Accepted)
 _____ (Signature)
 _____ (Name)
 _____ (Title)

EXHIBIT B

**PROPERTY LINE ADJUSTMENT FOR
205 & 295 EAST MAIN STREET**



CITY OF LOWELL
LANE COUNTY, OREGON

205 E. MAIN ST
PROPERTY LINE ADJUSTMENT

1" = 30'
DRAWN BY: MDW
DATE: DECEMBER 11, 2020

FIGURE
1

DATE: 12/11/20 FILE: O:\CW_Projects\2101_Lowell\2101-001-01_General Engineering Services\2101-001-01_General Engineering\SURVEY\SI\Block 11.dwg

Exhibit C



Agenda Item Sheet

City of Lowell City Council



Type of item:	Contract
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Item title/recommended action:

Review "Amendment number 1 to agreement for improvements in the case of public improvements for the Sunset Hills Subdivision of assessor's map #19011421, tax lot 500. Recommended motion: "I move to approve 'Amendment number 1' to the 'Agreement for improvements' with Bahen Investment Group, LLC and to authorize the Mayor to sign."

Justification or background:

Bahen Investment Group is working towards fulfilling the conditions of approval for final plat approval of the Sunset Hills subdivision. One of those conditions was for the developer to obtain a performance bond to guarantee the public improvements to be constructed. The developer obtained and provided a copy of the bond this week.

The subdivision also has two lots located on wetlands, which will require wetland permits through the Oregon Department of State Lands and U.S. Army Corps of Engineers. Until the developer receives those permits, development cannot occur on the properties. The timeline for obtaining wetland permits is typically several months long.

Staff are therefore recommending an amendment to the development agreement that City Council approved at the 2/15/2022 meeting. (A copy of that development agreement is included.)

This amendment gives the developer 2 years to install the public improvements associated with the lots located on the wetlands. If the developer fails to complete the work within that time frame, then the City will complete the work and then file a claim against the performance bond to pay for it. Staff recommend specifying a deadline for completing the improvements to avoid uncertainty over when the City would need to get involved. The developer has reviewed the amendment and has agreed to the terms.

Agenda Item Sheet
City of Lowell City Council



Type of item:	Contract
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Budget impact:

N/A

Department or Council sponsor:

Community Development

Attachments:

Amendment 1 to development agreement; original development agreement
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Meeting date:	11/01/2022
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**Amendment No. 1 to Agreement for Improvements in the Case of Public Improvements for
the Sunset Hills Subdivision of Assessor's Map #190114-21, Tax Lot 500.**

WHEREAS, Developer and City entered into an Improvement Agreement on February 16, 2022, outlining required public improvements for the Sunset Hills Subdivision.

WHEREAS, Developer and City wish to amend the Improvement Agreement pursuant to Section 10 of Improvement Agreement.

WHEREAS, Amendment is necessary to set a reasonable timeframe for the completion of public improvements not currently being constructed due to the presence of wetlands.

WHEREAS, Developer and City have identified the remaining public improvements to be completed are the public and private improvements within Wetleau Drive right-of-way to the southerly plat boundary and the easterly extension of 4th Street right-of-way to the easterly plat boundary including: paving, curbs and gutters, sidewalks, public wastewater facilities, public stormwater facilities, public water facilities, telephone & CATV facilities and private utility services to Lots 27 & 28 shall be constructed.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. **Developer** agrees to complete the public and private improvements within Wetleau Drive right-of-way to the southerly plat boundary and the easterly extension of 4th Street right-of-way to the easterly plat boundary within **two (2) years** from the date of when the final subdivision plat is recorded at Lane County Deeds and Records. Said improvements include paving, curbs and gutters, sidewalks, public wastewater facilities, public stormwater facilities, public water facilities, telephone & CATV facilities, electrical service, 3-phase electrical conduit, and private utility services.
2. **City** reserves the right to pull the bond to complete the remaining public improvements if the Developer should fail to complete the improvements within the specified time frame.
3. All other terms of the Improvement Agreement remain unchanged.

Accepted and executed this _____ day of _____, 2022.

For **City of Lowell**

For **Bahen Investment Group, LLC**

By: Don Bennett, Mayor

By:

Attest:

By: Jeremy Caudle, City Administrator

By:

AGREEMENT FOR IMPROVEMENTS

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

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

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

THE PARTIES AGREE AS FOLLOWS:

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

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

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

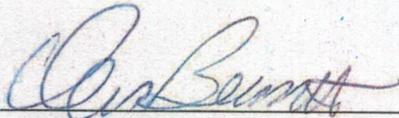
4. **Developer** may submit for Final Plat, Building Permits and Certificates of Occupancy approval before completion of some or all the above-required public improvements if the following requirements are met:
 - a. Construction plans for the above-required public improvement have been submitted by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

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

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

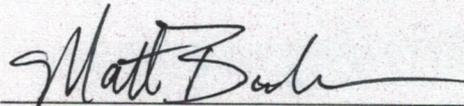
Accepted and executed this 16 day of February, 2022.

For City of Lowell



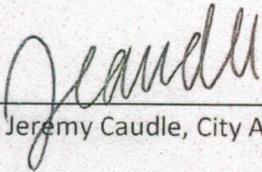
By: Don Bennett, Mayor

For Bahen Investment Group, LLC

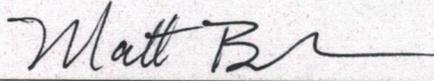


By: Matthew Bahen

Attest:



By: Jeremy Caudle, City Administrator



By: Matthew Bahen

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

Exhibit B: Resolution List, January 6, 2021

Exhibit C: Sec. 3.140 of the Lowell Revised Code