

NOTICE OF CITY COUNCIL MEETING

The City Council of the City of King City will hold a Regular City Council Meeting at 7:00 p.m., Wednesday-July 18, 2018 at the King City Hall, 15300 SW 116th Ave, King City, Oregon 97224

AGENDA		Action Item
REGULAR SESSION		
<i>Moment of Silence</i>		Time:
7:00 p.m.	1. CALL TO ORDER	
	2. ROLL CALL	
	3. PLEDGE OF ALLEGIANCE	
	4. APPROVAL OF MINUTES: Not at this time.	M S A
7:05 p.m.	5. OPEN FORUM: We welcome public comment. At this time, the Council will be happy to receive your comment pertaining to items on the agenda (including, questions, suggestions, complaints and items for future agendas). Each person's time will be limited to three minutes.	
7:15 p.m.	6. UNFINISHED BUSINESS:	
7:25 p.m.	7. NEW BUSINESS:	
	7.1 Consider and Discuss Ordinance O-2018-03 Amending Chapter 2.34 – authorize work sessions and the cancellation of a second monthly meeting	M S A
	7.2 Review and discuss League of Oregon Cities Policy Committees recommendation for the legislative agenda for 2019 session.	M S A
	7.3 Approve PEG/PCN Grant Fund Agreement	M S A
	7.4 Discuss and approve Office Relocation Services Proposals – City Hall remodel	M S A
	7.5 Discuss and approve Mobile Structures Rental Quotes – City Hall remodel	
	7.6 Discuss Landscape Management for Community Park	No Action
	7.7 Public Hearing – First reading of Ordinance for Chapter 16.102 NMU – ORDINANCE IS UNDER LEGAL REVIEW.	M S A
7:45 p.m.	8. POLICE CHIEF'S REPORT	
7:50 p.m.	9. CITY MANAGER'S REPORT	
7:55 p.m.	10. MAYOR'S AND COUNCILOR'S REPORTS	
8:25 p.m.	11. ADJOURN	Time:
NEXT MEETING SCHEDULED FOR AUGUST 1, 2018 @ 7:00 PM		
The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting to Mike Weston, City Recorder, 503-639-4082. M=Motion; S=Second; A=Action/Vote		



KING CITY COUNCIL STAFF REPORT

Agenda Item: 7.1
Meeting Date: July 18, 2018

To: Mayor and Council

Through: Mike Weston, City Manager

Subject: Work Sessions for City Council

From: Ronnie Smith, City Recorder & GIS Specialist
Date: June 4, 2018

ACTION REQUESTED

The staff is recommending to the City Council to discuss and consider the finding from staff to adopt Ordinance O-2018-13 amending Chapter 2.34 of the King City Municipal Code to authorize work sessions and the cancellation of a second monthly meeting, subject to all requirements of public meetings and public records law.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

The City Charter states in section 7.01 (a) "the Council shall meet regularly in the City at least once each month at a time and place designated by the council rules." 7.02 (a) also states that "Council shall determine its own procedural rules and order of business."

Ordinance No. O-93-04 established rules of order for all city council meeting and proceedings. In 2004 the City Council passed an Ordinance replacing Municipal code section 2.040.010 and amending provisions of section 2.04.020 and 2.34.020 that established 2:00 pm city council meeting times and prohibit the council to vote on items after 5:00 pm. The city of King City Ordained as follows:

Section 1. Section 2.04.010 of the King City Municipal Code is hereby repealed. See attachment.

Section 2. The title of Section 2.04.020 is changed to "Public Meetings" and the section text is amended to read as follows: "All meetings of the Council shall be open to the public. The minutes of Council meetings shall be kept in a book to be known as the Journal which shall be a public record."

Section 3. Section 2.34.020 is amended to read as follows: "The Council shall meet on the first and third Wednesday of each month at a time between 2:00 P.M. and 7:00 P.M. The exact meeting time shall be established by resolution. When the first or third Wednesday of the month falls on a holiday, the Council shall meet at the same time on the following day. A regular meeting may be cancelled by the Council if done at an earlier regularly scheduled meeting; however, the Council must meet at least once each month."

FINDINGS

The City Staff finds that it would be beneficial to occasionally use the first meeting of each month as a work session for the purpose of working on and discussing complex or long-term issues for the City and that a work

session must comply with all of the requirements of a public meeting; i.e. notice, agenda, minutes, etc., and must also comply with the Council's rules in Chapter 2.34 of the King City Municipal Code.

Section 2.34.020 of the Municipal Code can be interpreted to require two meetings per month. The City Council occasionally only requires one meeting in a month to conduct the City's business, and the current cancellation procedure can be cumbersome

Staff is recommending that the City Council look at and discusses the following King City Municipal Code proposed amendment:

Section 2.34.020:

In accordance with Article 7, Section 7.01 of the King City Charter, the City Council shall hold a regular meeting at least once each month. This meeting will take place on the third Wednesday of each month with the meeting time for the regular meetings to be set by resolution. All other Council meetings will be either work sessions or special meetings and typically scheduled on the first Wednesday of each month. Work sessions or special meetings will be held at 7:00 pm unless noticed otherwise.

It is also important to note that City Council Can not vote on anything in a work session, because section 2,34,010 prohibits it. The City would also need to follow all the other formalities, e.g., Notices, agenda, minutes, public meeting laws and public records.

BACKGROUND

The City Council procedure process is a method used to allow public input.

CONCURRENCE

The City Manager and the Legal team at Jordan Ramis concur with these findings

FISCAL IMPACTS

This will not increase the amount of employee time.

WORKLOAD IMPACTS

This will not negatively affect the workload.

ALTERNATIVES

Not adopting the resolution.

ATTACHMENTS

1. Exhibit A – Ordinance No. O-93-04
2. Exhibit B – Ordinance No. O-04-03
3. Exhibit C – Chapter 2.34
4. Exhibit D – City Charter Article 7
5. Proposed Ordinance O-2018-03

ATTACHMENTS

CITY OF KING CITY

ORDINANCE NO. O-93-04

AN ORDINANCE ESTABLISHING RULES OF ORDER FOR ALL CITY COUNCIL MEETINGS AND PROCEEDINGS.

WHEREAS, the Council of the City of King City finds it prudent to maintain order at all council meetings and proceedings, and create uniformity so the public may be adequately represented, and;

WHEREAS, the City Charter of the City of King City, Chapter IV, Section 9, states "[T]he Council shall, by ordinance, prescribe rules to govern its meetings and proceedings...", this ordinance is written to establish the rules governing all council meetings and proceedings.

THE CITY OF KING CITY ORDAINS AS FOLLOWS:

The rules governing all council meetings and proceedings shall conform to the following:

Section 1. Definition of a Meeting.

a. A meeting exists whenever a "Public Body" conducts "public business". There must be a quorum for there to be a "public body". Generally, a quorum is reached when 50 percent plus one of the members are present. For example, with King City's seven member Council, it takes four Council Members to constitute a quorum for a Council meeting, unless the full seven Council positions are not filled. If one or more vacancies exist, a quorum is a majority of the Council members in office.

b. The public's business includes discussing any policy or administrative matters that pertain to the City. Gatherings for a non-public purpose are permitted. For example, it is possible for a quorum of Council members to attend a wedding, funeral, lecture, or party and not violate the law as long as there is no discussion of public business at the gathering. If public business is discussed by a quorum, even if there is no voting, then a meeting is being held; and the rules of notice, location, and deliberations discussed below must be complied with. A "workshop" (work session) is a public meeting. The law does not prevent two or three Council members from discussing what will happen at a Council Meeting (ORS 197.610)

Section 2. Meeting Times. The Council shall meet at 2:00 P.M. on the First and Third Wednesday of each month in the Council Chambers No vote on an item before the Council will be allowed

after 5:00 P.M. (Ord. O-90-29, §1, 1990; Ord. O-89-10, (part), 1989; Ord. 2, §2, 1966)

Section 3. Location of Council Meetings. Public meetings must be held within the geographical limits of the City. The only exception is for "training sessions" when there is no public business conducted or discussed. Such sessions may occur outside the City limits. (Ord. 2, §3, 1966)

Section 4. Attendance.

a. Councilors will inform the Mayor, City Manager, or City Recorder if they are unable to attend any Council meeting. Additionally, the Mayor will inform the Council President regarding any absence by the Mayor.

b. A Council position may be declared vacant if a Councilor is absent from the City for 60 consecutive days without the consent of the Council or fails to attend two consecutive Council meetings, unless the Councilor has been given approval by the Council before the second absence. (King City Charter, Chapter IV, Section 18(d))

Section 5. Council Seating.

a. During regular-session Council meetings, Councilors will be seated by the Chair; the Mayor will be seated in the center.

b. There will be no specified seating arrangement for any other meeting of the Council.

Section 6. Agenda.

a. The City Manager, with the approval of the Mayor, shall prepare an agenda of the business to be presented at a regular or special meeting of the Council.

b. No land use issue shall be added to an agenda later than ten (10) working days before the next regular meeting of the Council. The Council and staff shall endeavor to submit all agenda items (and materials) to the City Manager for consideration on the agenda for the Council Meeting not later than 5:00 p.m. on the Wednesday preceding the next regular meeting of the Council. The Council shall consider at the meeting only matters that appear on the agenda for that meeting or are introduced by a Council member or the Mayor. Council members and the Mayor shall endeavor to have subjects they wish considered submitted in time to be placed on the agenda.

c. Notice of regular Council meetings shall be given in the following manner:

Cause notice to be published in a local newspaper and/or post agenda of the meeting in three public places, a

minimum of 24 hours preceding the next regular meeting of the Council. Provide agenda and supporting material to the press. Distribute agenda to persons that have requested such. (Ord. O-89-10, (part), 1989; Ord. 2, §4, 1966)

Section 7. Order of Business. The order of business at Council Meetings shall be determined by the Mayor or as follows: (King City Charter, Chapter IV, Section 21(b)(4).)

1. Call meeting to order (recognize members absent).
2. Roll call.
3. Flag salute.
4. Welcome and inform audience of procedure to be used for recognition of participant(s).
5. Presentation of awards.
6. Open forum.
7. Minutes.
8. Public hearings.
9. Police report.
10. Unfinished business.
11. New business.
12. City Manager's report.
13. Council reports.
14. Ordinances and resolutions.
15. Adjournment.

Section 8. Special Meetings. Special meetings may be called for, and held by the Council whenever necessary provided the call is put in writing, signed by the Mayor and/or the President of the Council, and posted at the door of City Hall and Town Hall at least twenty-four hours before the meeting. The special meeting notice shall include a list of all subjects to be considered. Only those subjects listed may be considered at the special meeting. (Ord. O-89-10, (part), 1989; Ord. 2, §5, 1966)

Section 9. Council Meetings Are Open to the Public. ORS 192.630 requires Council meetings to be conducted publicly. All deliberations and proceedings of the Council are open to the public unless an executive session is called subject to the requirements listed below.

Section 10. Requirements of Executive Sessions.

a. An executive (closed) session may be called to discuss the matters listed below, but no executive session may be held to take final action or make a final decision. Public notice must be given in compliance with ORS 192.640. Only the Council, specific staff members, and media representatives can attend executive sessions. The press must be told that they may not report the substance of an executive session. A major reason for allowing members of the news media to attend such sessions is to keep them informed concerning the background of deliberations so

they have a better understanding of any decisions made as a result of the meeting. Written minutes must be taken at the executive meeting and conform to ORS 192.650. Material discussed during an executive session should not be disclosed. ORS 192.660, 192.610.

b. The topic areas for which an executive session may be called are as follows:

1. ... to consider the employment of a public officer, employee, staff members, or individual agent. This applies only to the employment of specific individuals.
2. ... to consider the dismissal or disciplining of, or to hear complaints or charges against a public officer, employee, staff member, or individual agent, unless the individual requests an open hearing.
3. ... to deliberate with persons designated by the governing body to carry on labor negotiations.
4. ... to deliberate with persons designated by the governing body to negotiate real estate transactions.
5. ... to consider records exempt by law from public inspections.
6. ... to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.
7. ... to consult with counsel concerning legal rights and duties with regard to current litigation or litigation likely to be filed.
8. ... to review and evaluate the employment related performance of the chief executive officer, a public officer, employee, or staff member unless the person whose performance is being reviewed and evaluated requests an open hearing.

c. If the subject does not specifically fall within the terms of the above list, it cannot be the subject of an executive session.

d. The enforcement of the public meeting statutes falls under the jurisdiction of the state courts. Any person affected by a decision of the Council may file a suit in circuit court to require compliance, and prevent violations of the public meetings, or willful misconduct of any members of the governing body, such members are personally liable to the governing body for the amount paid to the successful challenger. ORS 192.680.

e. An executive session may be called during a regular, special, or emergency meeting or may be called separately. No formal actions can be taken during an executive session. Normally, the Council members indicate what they think until an informal consensus is achieved. When the Council reconvenes in open session, formal action may be taken. ORS 192.660(1).

Section 11. Roberts Rules of Order, Newly Revised.

a. Roberts Rules of Order, Newly Revised, shall be used as the guideline for conduct of Council Meetings, except in those cases where specific provisions contrary to Roberts Rules are provided herein. (Ord. 2, §10, 1966)

b. The Chair will not condone any inappropriate conduct in a meeting. The meetings will be conducted in an orderly and dignified manner in accordance with the parliamentary authority adopted by the City. The interpretation by the parliamentarian, the City Attorney, or the Council's designee will be final.

c. If in the Chair's judgement any persons is not in accordance with these rules, that person will be asked to leave. If that person does not leave, that person will be escorted out by the police, physically if necessary.

d. The Council has an obligation to be clean and simple in its procedures when considering the questions coming before it. It should avoid invoking the finer points of parliamentary rules which may serve only to obscure the issues and arouse the suspicions of the audience at public meetings and the citizens of the City in general.

Section 12. Information Included in the Minutes.

a. The Minutes are the permanent record of the proceedings of the Council. They must be approved by the Council at a subsequent meeting.

b. Written minutes must include the following information:

1. Members present;
2. Motion(s), proposal(s), resolution(s), order(s), ordinance(s), and measure(s) proposed, and their disposition;

3. Results of all votes, by member;
4. The substance of any discussion on any matter;
5. A reference to any document discussed at the meeting.
6. Must bear the signature of the clerk/recorder.

(ORS 192.650)

Section 13. Public Hearings.

a. City Recorder shall announce prior to each public hearing the nature of the matter to be heard as it is set forth on the agenda.

b. Declarations:

1. The Presiding Officer will ask if any member of the Council has a conflict of interest in the matter.
2. The Presiding Officer will ask if any member of the Council has had any exparte contact he wishes to disclose.
3. The Presiding Officer will ask if anyone from the audience wishes to challenge any member of the council from acting on the matter.

c. The Presiding Officer will ask for staff report.

d. The Presiding Officer will then declare the hearing to be open and invite members of the audience to be heard in the following order:

1. Information in addition to staff report.
2. Persons in favor of the stated matter.
3. Persons speaking in opposition.
4. Persons who are neutral.
5. Staff report and the responses.

e. The Presiding Officer will close the public hearing.

f. The Council deliberates to a vote.

Section 14. Rules of Debate.

a. Participation: The Mayor, or any Councilor may move a question, second a motion, debate, and vote.

b. Motions: A question is presented for decision by the Council by means of a motion. A list of available motions and the rules for passage are set forth below:

1. Friendly Amendment: A formal motion to amend a main motion shall not be necessary if the proposed amendment is accepted by the maker and the second of the main motion.
2. Withdrawing a Motion: A motion may be withdrawn prior to a vote by the maker of the motion.
3. Reconsideration: A motion to reconsider an action by the Council may be made during the same meeting at which the action was taken. A motion to reconsider must be made by a Councilor that voted with the prevailing side, but may be seconded by any member.
4. Repeal: Except as provided below, any action of the Council may be repealed. A motion to repeal may be offered at any meeting following the meeting at which the subject action was taken. The motion must be made by a Councilor who voted with the prevailing side, but may be seconded by any member. A motion to repeal shall be passed by a two-thirds vote of members present and eligible to vote, unless notice has been given of the intent to offer the motion. If notice of intent is published on the printed agenda under "Business from Council," a motion to repeal shall be passed by a majority of members present and eligible to vote. The following actions may not be repealed:
 - A. An action that can be reached by a motion to reconsider.
 - B. An executed contract or agreement.
 - C. A final written land use decision, unless the motion is made within 21 days of approval and specifies one or more reasons why the findings in favor of the decision are incorrect.
 - D. An action which either legally or by its nature cannot be undone.

c. Discussion: The presiding officer shall call on Councilors for discussion in random order. Once a Councilor has obtained the floor, he or she shall not be interrupted without leave of the Councilor except as provided by these rules. Each Councilor may speak twice on any motion as a matter of right. No Councilor shall speak for a second time until each member has had the opportunity to speak once. Any Councilor may speak for a third and subsequent time after receiving approval of the Council. The moving Councilor shall have the privilege of final comment on the motion. Councilors shall limit their discussion to five minutes each time a member speaks. No limits are placed on Council discussions prior to a motion.

d. Preservation of Order: The presiding officer shall preserve order and decorum, discourage personal attacks, and confine Council debate to the question under discussion. The presiding officer may eject from the meeting any person in attendance, including any Councilor, who becomes disorderly, abusive, or disruptive, or who fails to, or refuses to obey a ruling of the presiding officer regarding a matter of order or procedure. The presiding officer may summon the assistance of a police officer to assist in maintaining order.

e. Points of Order: Any Councilor may request a ruling from the presiding officer regarding procedure or preservation of order by calling for a point of order. The presiding officer shall determine the point of order, subject to appeal by any Councilor. An appeal shall be decided by majority vote.

LIST OF MOTIONS					
TO DO THIS	YOU SAY THIS	MAY YOU INTERRUPT SPEAKER?	MUST YOU BE SECONDED?	IS THE MOTION DEBATABLE?	VOTE REQUIRED
Introduce business (a main motion)	"I move that.."	No	Yes	Yes	Majority
Amend a motion	"I move to amend this motion"	No	Yes	Yes	Majority
Divide the motion into parts for separate vote	"I move the question be divided..."	No	Yes	Yes	Majority
*Suspend further consideration of something	"I move we table this matter"	No	Yes	No	Majority

LIST OF MOTIONS					
TO DO THIS	YOU SAY THIS	MAY YOU INTERRUPT SPEAKER?	MUST YOU BE SECONDED?	IS THE MOTION DEBATABLE?	VOTE REQUIRED
*Take up a matter previously tabled	"I move to take from the table..."	No	Yes	No	Majority
Postpone consideration of something	"I move we postpone this matter until..."	No	Yes	Yes	Majority
Have something studied further	"I move we refer this to..."	No	Yes	Yes	Majority
End debate	"I move the previous question"	No	Yes	No	2/3 vote
*Adjourn the meeting	"I move that we adjourn"	No	Yes	No	Majority
Recess the meeting	"I move that we recess until..."	No	Yes	No	Majority
*Complain about noise, room temperature, etc.	"Point of privilege"	Yes	No	No	No vote
*Object to procedure or to personal affront	"Point of order"	Yes	No	No	No vote Chair decides
*Request Information	"Point of Information"	Yes	No	No	No vote
*Object to considering some matter	"I object to consideration of this"	Yes	No	No	2/3 vote
*Reconsider something already disposed of	"I move we reconsider action on..."	Yes	Yes	Yes	Majority
*Consider something not in scheduled order	I move we suspend the rules and..."	No	Yes	No	Majority
*Vote on a ruling by the presiding officer	"I appeal the presiding officer's decision"	Yes	Yes	Yes	Majority

* = NOT AMENDABLE

Section 15. Smoking During Public Meetings.

a. State law prohibits any person from smoking in any room in which a public meeting is occurring or about to occur. "Smoking" refers to any lighted smoking instrument (Ord. O-90-4, §3, 1990)

b. Violation of this law is punishable by a fine of \$10. (Ord. O-90-4, §4, 1990) (ORS 192.710, 192.990)

PASSED by the City Council of the City of King City and signed by me in authentication of its passage this 5th day of May, 1993.

CITY OF KING CITY, OREGON

First Reading May 5, 1993

By: Lynda M. Jenkins
Lynda M. Jenkins
Mayor - King City

Second Reading May 5, 1993

ATTEST:

By: Terrylynn Bednarzyk
Terrylynn Bednarzyk
City Recorder



Ayes - Anderson
Chamberlain
Garrett
McCaige
Jenkins
Noes - None

CITY OF KING CITY, OREGON
ORDINANCE No. O-04-03

AN ORDINANCE REPEALING KING CITY MUNICIPAL CODE SECTION 2.04.010 AND AMENDING PROVISIONS OF SECTIONS 2.04.020 AND 2.34.020 THAT ESTABLISH 2:00 P.M. CITY COUNCIL MEETING TIMES AND PROHIBIT THE COUNCIL TO VOTE ON ITEMS AFTER 5:00 P.M.

WHEREAS, Chapter IV, Section 9 of the King City Charter authorizes the City Council to designate a meeting time by the Council's Rules; and

WHEREAS, Section 2.34.020 of the King City Municipal Code currently sets the City Council meeting time at 2:00 P.M. on the first and third Wednesday of each month; and

WHEREAS, Section 2.04.010 also establishes City Council meeting date and time; and

WHEREAS, both Sections 2.04.020 and 2.34.030 discuss the location of City Council meetings; and

WHEREAS, the City Council finds that it would be advantageous to have some flexibility in establishing meeting times; and

WHEREAS, the City Council finds that it is unnecessary to discuss City Council meeting date, time, and location in several sections of the King City Municipal Code; and

WHEREAS, the City Council also finds that it is unnecessary to limit its ability to vote on an item after a specific time. Now, therefore

THE CITY OF KING CITY ORDAINS AS FOLLOWS:

Section 1. Section 2.04.010 of the King City Municipal Code is hereby repealed.

Section 2. The title of Section 2.04.020 is changed to "Public Meetings" and the section text is amended to read as follows: "All meetings of the Council shall be open to the public. The minutes of Council meetings shall be kept in a book to be known as the Journal which shall be a public record."

Section 3. Section 2.34.020 is amended to read as follows: "The Council shall meet on the first and third Wednesday of each month at a time between 2:00 P.M. and 7:00 P.M. The exact meeting time shall be established by resolution. When the first or third Wednesday of the month falls on a holiday, the Council shall meet at the same time on the

Ordinance No. O-04-03 1

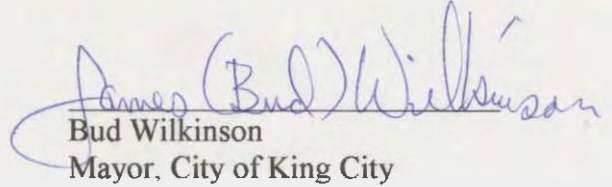
REPEALING KING CITY MUNICIPAL CODE SECTION 2.04.010 AND AMENDING SECTIONS 2.04.020 AND 2.34.020

following day. A regular meeting may be cancelled by the Council if done at an earlier regularly scheduled meeting; however, the Council must meet at least once each month.”

Section 4. This ordinance shall be effective 30 days from the date of its passage.

PASSED AND APPROVED this 18th day of March, 2004.

First Reading 3/3/04


Bud Wilkinson
Mayor, City of King City

Second Reading 3/18/04

ATTEST:

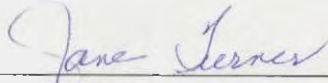

Jane Turner
City Manager/Recorder, City of King City

EXHIBIT A
Ordinance No. O-04-03

2.04.010 Regular meeting date and time.

Council must meet at least once each month.

The council shall hold its regular meetings ~~on the first and third Wednesday of each month beginning at two p.m. local time, except when said day falls on a legal holiday, in which event the council shall meet at the same hour on the following day.~~ Regular meetings may be canceled by the council if done at an earlier regularly scheduled meeting; however council must meet at least once each month.

2.04.020 Meeting Place. Public Meetings.

The council shall meet at such place within the city limits as of the city as its members may determine. All meetings of the Council shall be open to the public. The minutes of Council meetings shall be kept in a book to be known as the Journal which shall be a public record.

2.34.020 Meeting Times.

The Council shall meet ~~at two p.m.~~ on the first and third Wednesday of each month ~~in the council chambers at a time between 2:00 P.M. and 7:00 P.M.~~ No vote on an item before the council will be allowed after five p.m. The exact meeting time shall be established by resolution. When the first or third Wednesday of the month falls on a holiday, the Council shall meet at the same time on the following day. A regular meeting may be cancelled by the Council if done at an earlier regularly scheduled meeting; however, the

Chapter 2.34

CITY COUNCIL RULES OF ORDER

Sections:

- 2.34.010 Definition of a meeting.
- 2.34.020 Meeting times.
- 2.34.030 Location of council meetings.
- 2.34.040 Attendance.
- 2.34.050 Council seating.
- 2.34.060 Agenda.
- 2.34.070 Order of business.
- 2.34.090 Council meetings are open to the public.
- 2.34.100 Requirements of executive sessions.
- 2.34.110 Roberts Rules of Order, newly revised.
- 2.34.120 Information included in the minutes.
- 2.34.130 Public hearings.
- 2.34.140 Rules of debate.

2.34.010 Definition of a meeting.

A. A meeting exists whenever a "public body" conducts "public business." There must be a quorum for there to be a "public body." Generally, a quorum is reached when fifty percent plus one of the members are present. For example, with King City's seven-member council, it takes four council members to constitute a quorum for a council meeting, unless the full seven council positions are not filled. If one or more vacancies exist, a quorum is a majority of the council members in office.

B. The public's business includes discussing any policy or administrative matters that pertain to the city. Gatherings for a nonpublic purpose are permitted. For example, it is possible for a quorum of council members to attend a wedding, funeral, lecture, or party and not violate the law as long as there is no discussion of public business at the gathering. If public business is discussed by a quorum, even if there is no voting, then a meeting is being held; and the rules of notice, location, and deliberations discussed below must be complied with. A "workshop" (work session) is a public meeting. The law does not prevent two or three council members from discuss-

ing what will happen at a council meeting (ORS 197.610) (Ord. O-93-4 § 1, 1993)

2.34.020 Meeting times.

The council shall meet on the first and third Wednesday of each month at a time between two p.m. and seven p.m. The exact meeting time shall be established by resolution. When the first or third Wednesday of the month falls on a holiday, the council shall meet at the same time on the following day. A regular meeting may be cancelled by the council if done at an earlier regularly scheduled meeting; however, the council must meet at least once each month. (Ord. O-04-3 § 3, 2004; Ord. O-93-4 § 2, 1993)

2.34.030 Location of council meetings.

Public meetings must be held within the geographical limits of the city. The only exception is for "training sessions" when there is no public business conducted or discussed. Such sessions may occur outside the city limits. (Ord. O-93-4 § 3, 1993)

2.34.040 Attendance.

A. Councilors will inform the mayor, city manager, or city recorder if they are unable to attend any council meeting. Additionally, the mayor will inform the council president regarding any absence by the mayor.

B. A council position may be declared vacant if a councilor is absent from the city for sixty consecutive days without the consent of the council or fails to attend two consecutive council meetings, unless the councilor has been given approval by the council before the second absence. (King City Charter, Chapter IV, Section 18(d)) (Ord. O-93-4 § 4, 1993)

2.34.050 Council seating.

A. During regular-session council meetings, councilors will be seated by the chair; the mayor will be seated in the center.

B. There will be no specified seating arrangement for any other meeting of the council. (Ord. O-93-4 § 5, 1993)

2.34.060 Agenda.

A. The city manager, with the approval of the mayor, shall prepare an agenda of the business to be presented at a regular or special meeting of the council.

B. No land use issue shall be added to an agenda later than ten working days before the next regular meeting of the council. The council and staff shall endeavor to submit all agenda items (and materials) to the city manager for consideration on the agenda for the council meeting not later than five p.m. on the Wednesday preceding the next regular meeting of the council. The council shall consider at the meeting only matters that appear on the agenda for that meeting or are introduced by a council member or the mayor. Council members and the mayor shall endeavor to have subjects they wish considered submitted in time to be placed on the agenda.

C. Notice of regular council meetings shall be given in the following manner:

Cause notice to be published in a local newspaper and/or post agenda of the meeting in three public places, a minimum of 24 hours preceding the next regular meeting of the Council. Provide agenda and supporting material to the press. Distribute agenda to persons that have requested such.
(Ord. O-93-4 § 6, 1993)

2.34.070 Order of business.

The order of business at council meetings shall be determined by the mayor or as follows: (King City Charter, Chapter IV, Section 21(b)(4).)

A. Call meeting to order (recognize members absent);

B. Roll call;

C. Flag salute;

D. Welcome and inform audience of procedure to be used for recognition of participant(s);

E. Presentation of awards;

F. Open forum;

G. Minutes;

H. Public hearings;

I. Police report;

J. Unfinished business;

K. New business;

L. City Manager's report;

M. Council reports;

N. Ordinances and resolutions;

O. Adjournment. (Ord. O-93-4 § 8, 1993)

2.34.090 Council meetings are open to the public.

ORS 192.630 requires council meetings to be conducted publicly. All deliberations and proceedings of the council are open to the public unless an executive session is called subject to the requirements listed below. (Ord. O-93-4 § 9, 1993)

2.34.100 Requirements of executive sessions.

A. An executive (closed) session may be called, by a motion passed by a majority of the city council, in accordance with ORS 192.660, but no executive session may be held to take final action or make a final decision. Public notice must be given in compliance with ORS 192.640. The press must be told, either verbally or in writing, that they may not report the substance of an executive session. Minutes must be taken of the meeting either by written or tape recorded method. Material discussed during an executive session must not be disclosed. ORS 192.660, 192.610.

B. Reserved.

C. If the subject does not specifically fall within the terms of the above list, it cannot be the subject of an executive session.

D. The enforcement of the public meeting statutes falls under the jurisdiction of the state courts. Any person affected by a decision of the council may file a suit in circuit court to require compliance, and prevent violations of the public meetings, or wilful misconduct of any members of the governing body, such members are personally liable to the governing body for the amount paid to the successful challenger. ORS 192.680.

E. An executive session may be called during a regular, special, or emergency meeting or may be called separately. No formal actions can be taken during an executive session. Normally, the council members indicate what they think until an informal consensus is achieved. When the council reconvenes in open session, formal action may be taken. ORS

192.660(1). (Ord. O-94-5 § 2, 1994; O-94-4 § 2, 1994; Ord. O-93-4 § 10, 1993)

2.34.110 Roberts Rules of Order, newly revised.

A. In accordance with Section 2.04.100, Roberts Rules of Order, newly revised, shall be used as the guideline for conduct of council meetings, except in those cases where specific provisions contrary to Roberts Rules are provided herein.

B. The chair will not condone any inappropriate conduct in a meeting. The meetings will be conducted in an orderly and dignified manner in accordance with the parliamentary authority adopted by the city. The interpretation by the parliamentarian, the city attorney, or the council's designee will be final.

C. If in the chair's judgement any person is not in accordance with these rules, that person will be asked to leave. If that person does not leave, that person will be escorted out by the police, physically if necessary.

D. The council has an obligation to be clean and simple in its procedures when considering the questions coming before it. It should avoid invoking the finer points of parliamentary rules which may serve only to obscure the issues and arouse the suspicions of the audience at public meetings and the citizens of the city in general. (Ord. O-95-3 § 4, 1995; Ord. O-93-12 § 3, 1993; Ord. O-93-4 § 11, 1993)

2.34.120 Information included in the minutes.

A. The minutes are the permanent record of the proceedings of the council. They must be approved by the council at a subsequent meeting.

B. Written minutes must include the following information:

1. Members present;
2. Motion(s), proposal(s), resolution(s), order(s), ordinance(s), and measure(s) proposed, and their disposition;
3. Results of all votes, by member;
4. The substance of any discussion on any matter;
5. A reference to any document discussed at the meeting.

6. Must bear the signature of the clerk/recorder.

C. Minutes of executive sessions shall be kept in accordance with subsections (A) and (B) of this section. Instead of written minutes, a record of any executive session may be kept in the form of a sound tape recording which need not be transcribed unless otherwise provided by law in accordance with ORS 192.650. (Ord. O-93-12 § 4, 1993; Ord. O-93-4 § 12, 1993)

2.34.130 Public hearings.

A. City recorder shall announce prior to each public hearing the nature of the matter to be heard as it is set forth on the agenda.

B. Declarations.

1. The presiding officer will ask if any member of the council has a conflict of interest in the matter.

2. The presiding officer will ask if any member of the council has had any ex parte contact he wishes to disclose.

3. The presiding officer will ask if anyone from the audience wishes to challenge any member of the council from acting on the matter.

C. The presiding officer will ask for staff report.

D. The presiding officer will then declare the hearing to be open and invite members of the audience to be heard in the following order:

1. Information in addition to staff report;
2. Persons in favor of the stated matter;
3. Persons speaking in opposition;
4. Persons who are neutral;
5. Staff report and the responses.

E. The presiding officer will close the public hearing.

F. The council deliberates to a vote. (Ord. O-93-4 § 13, 1993)

2.34.140 Rules of debate.

A. Participation. The mayor, or any councilor may move a question, second a motion, debate, and vote.

B. Motions. A question is presented for decision by the council by means of a motion. A list of available motions and the rules for passage are set forth below:

1. Friendly Amendment. A formal motion to amend a main motion shall not be necessary if the proposed amendment is accepted by the maker and the second of the main motion.

2. Withdrawing a Motion. A motion may be withdrawn prior to a vote by the maker of the motion.

3. Reconsideration. A motion to reconsider an action by the council may be made during the same meeting at which the action was taken. A motion to reconsider must be made by a councilor that voted with the prevailing side, but may be seconded by any member.

4. Repeal. Except as provided below, any action of the council may be repealed. A motion to repeal may be offered at any meeting following the meeting at which the subject action was taken. The motion must be made by a councilor who voted with the prevailing side, but may be seconded by any member. A motion to repeal shall be passed by a two-thirds vote of members present and eligible to vote, unless notice has been given of the intent to offer the motion. If notice of intent is published on the printed agenda under "Business from Council," a motion to repeal shall be passed by a majority of members present and eligible to vote. The following actions may not be repealed:

a. An action that can be reached by a motion to reconsider;

b. An executed contract or agreement;

c. A final written land use decision, unless the motion is made within twenty-one days of approval and specifies one or more reasons why the findings in favor of the decision are incorrect;

d. An action which either legally or by its nature cannot be undone.

C. Discussion. The presiding officer shall call on councilors for discussion in random order. Once a councilor has obtained the floor, he or she shall not be interrupted without leave of the councilor except as provided by these rules. Each councilor may speak twice on any motion as a matter of right. No councilor shall speak for a second time until each member has had the opportunity to speak once. Any councilor may speak for a third and subsequent time after receiving approval of the council. The moving councilor shall have the privilege of final comment on the motion. Councilors shall limit their discussion to five

minutes each time a member speaks. No limits are placed on council discussions prior to a motion.

D. Preservation of Order. The presiding officer shall preserve order and decorum, discourage personal attacks, and confine council debate to the question under discussion. The presiding officer may eject from the meeting any person in attendance, including any councilor, who becomes disorderly, abusive, or disruptive, or who fails to, or refuses to obey a ruling of the presiding officer regarding a matter of order or procedure. The presiding officer may summon the assistance of a police officer to assist in maintaining order.

E. Points of Order. Any councilor may request a ruling from the presiding officer regarding procedure or preservation of order by calling for a point of order. The presiding officer shall determine the point of order, subject to appeal by any councilor. An appeal shall be decided by majority vote.

LIST OF MOTIONS					
To Do This	You Say This	May You Interrupt Speaker?	Must You be Seconded?	Is the Motion Debatable?	Votes Required
Introduce business (a main motion)	"I move that..."	No	Yes	Yes	Majority
Amend a motion	"I move to amend this motion"	No	Yes	Yes	Majority
Divide the motion into parts for separate vote	"I move the question be divided..."	No	Yes	Yes	Majority
*Suspend further consideration of something	"I move we table this matter"	No	Yes	No	Majority
*Table up a	"I move	No	Yes	No	Majority

matter previously tabled	to take from the table..."				ity
Postpone consideration of something	"I move we postpone this matter until..."	No	Yes	Yes	Majority
Have something studied further	"I move we refer this to..."	No	Yes	Yes	Majority
End debate	"I move the previous question..."	No	Yes	No	2/3 vote
*Adjourn the meeting	"I move that we adjourn"	No	Yes	No	Majority
Recess the meeting	"I move that we recess until..."	No	Yes	No	Majority
*Complain about noise, room temperature, etc.	"Point of privilege"	Yes	No	No	No vote
*Object	"Point	Yes	No	No	No

t to proce- dure or to per- sonal affront	of or- der"				vote — Cha ir de- cide s
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* Not amendable

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LIST OF MOTIONS (1993)					
To Do This	You Say This	May You Interrupt Speaker?	Must You be Seconded?	Is the Motion Debatable?	Vote Required
*Request information	"Point of Information"	Yes	No	No	No vote
*Object to considering some matter	"I object to consideration of this"	Yes	No	No	2/3 vote
*Reconsider something already disposed of	"I move we reconsider action on..."	Yes	Yes	Yes	Majority immediately
*Consider something not in scheduled order	"I move we suspend the rules and..."	No	Yes	No	Majority
*Vote on a ruling by the presiding officer	"I appeal the presiding officer's decision"	Yes	Yes	Yes	Majority

* Not amendable

(Ord. O-93-4 § 14, 1993)

Chapter 2.38 PROCEDURES FOR FILLING OF COUNCIL VACANCY

Sections:

- 2.38.010 When procedures begin.
- 2.38.020 Notification of vacancies.
- 2.38.030 Acknowledgement of applications.
- 2.38.040 Determination of qualifications.
- 2.38.050 Interviewing candidates.

2.38.060 Appointment procedures.

2.38.080 Form of vote.

2.38.010 When procedures begin.

A. The process to select a candidate for the vacancy will be initiated at the time a vacancy exists in accordance with the King City Charter, Chapter IV, Section 17(1) and (2).

B. A majority of the council shall make every effort to fill vacant Councilor position within three months. (Ord. O-94-2 § 4, 1994; Ord. O-93-5 § 1,

2.38.020 Notification of vacancies.

A. The city manager shall cause, by publication in a newspaper of general circulation in King City, applications to be filed by all interested qualified candidates. Applications will be accepted for thirty days after the first publication. (King City Charter, Chapter IV, Section 14(a)).

B. Remaining councilors shall immediately canvas their contacts for possible candidates.

C. The city manager will inquire, by letter, to those applications of the prior year, as to whether or not they wish to resubmit their applications, and/or remain on a list of interested persons.

D. At the end of the thirty-day period, receipt of applications will cease. (Ord. O-95-3 § 5, 1995; Ord. O-93-13 § 2, 1993; Ord. O-93-5 § 2, 1993)

2.38.030 Acknowledgement of applications.

An application shall be acknowledged by letter, within one week of its receipt, by the city manager or his designee. In addition, council procedures for filling vacancies (copy of Ord. O-93-05) and the King City Charter will be included with the letter. (Ord. O-93-5 § 3, 1993)

2.38.040 Determination of qualifications.

King City Charter, Chapter IV, Section 12(b) and Section 14(a) shall be used by the council to determine which applicants are qualified. (Ord. O-93-5 § 4, 1993)

8. Issue search warrants;
 9. Perform other judicial and quasi-judicial functions assigned by ordinance or authorized by state law.
- H. To the extent now or hereafter permitted by state law, the Council may by ordinance designate a state court and the judges thereof to perform and exercise all or any part of the Municipal Court's and Municipal Judge's powers, functions, and jurisdiction. If the designation is complete, the office of the Municipal Judge is abolished. The Council at any time may by ordinance recall any powers, functions and jurisdiction designated and such action shall reestablish the office of Municipal Judge.

Article 6 DEPARTMENTS, OFFICES, AND AGENCIES

Section 6.01 Creation and Supervision

- A. The City Council may establish city departments, offices, or agencies in addition to those created by this Charter and may prescribe the functions of all departments, offices and agencies.
- B. All departments, offices, and agencies shall be organized and reorganized, and shall be under the direction and supervision of the City Manager.
- C. All appointments and promotions of city officers and employees shall be made solely on the basis of merit and fitness demonstrated by a valid and reliable examination or other evidence of competence.
- D. By ordinance, the Council may affirm the rights of city personnel to participate in political activities and may limit those activities to the extent necessary for orderly and effective operation of the city government.

Article 7 PROCEDURE

Section 7.01 Meetings

- A. The Council shall meet regularly in the City at least once each month at a time and place designated by the Council's rules and may meet at other times in accordance with the rules. Special meetings may be held on the call of the Mayor or of four (4) or more Council members and, whenever practicable, upon no less than twenty-four hours notice to each member. Except as allowed by state law, all Council meetings shall be public; however, the Council may meet in a closed or executive session as allowed by state law.

Section 7.02 Rules and Journal

- A. The Council shall determine its own procedural rules and order of business and shall provide for keeping minutes of its proceedings. The minutes shall be public records.

Section 7.03 Quorum and Vote

- A. A majority of the Council members shall constitute a quorum, but a smaller number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the Council. When a quorum of the Council is present, the concurrence of a majority of those present and voting shall decide any matter before it except as this Charter provides otherwise. No council member present shall abstain from voting without first stating reasons in detail at the meeting.
- B. No action of the Council, shall be valid or binding unless adopted by the affirmative vote of the majority of a quorum.
- C. Voting, except on procedural motions, shall be by roll call and the ayes and nays shall be recorded in the minutes.

Article 8 ORDINANCES

Section 8.01 Generally, The City Council will exercise its legislative authority by adopting ordinances. The enacting clause of all ordinances shall be "The City of King City ordains as follows:"

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: July 18, 2018

Order ____ Ordinance X Resolution ____ Motion ____ Information X
No. No. O-2018-03 No.

**SUBJECT: An Ordinance Amending Chapter 2.34
Of The King City Municipal Code To Authorize
Work Sessions And The Cancellation Of A Second
Monthly Meeting, Subject To All Requirements Of
Public Meetings And Public Records Law.**

**Contact Person (Preparer) for this
Motion: Ronnie Smith, City Recorder
Ed Trompke, City Attorney
Dept.: City Manager & Legal**

RECOMMENDATION:

The staff is recommending to the City Council to discuss and consider the finding from staff to adopt Ordinance O-2018-13 amending Chapter 2.34 of the King City Municipal Code to authorize work sessions and the cancellation of a second monthly meeting, subject to all requirements of public meetings and public records law.

EXECUTIVE SUMMARY:

See staff report

FISCAL IMPACT:

See staff report

STRATEGIC ASSESSMENT:

File can be found at:

ORDINANCE No. 2018-_____

AN ORDINANCE AMENDING CHAPTER 2.34 OF THE KING CITY MUNICIPAL CODE TO AUTHORIZE WORK SESSIONS AND THE CANCELLATION OF A SECOND MONTHLY MEETING, SUBJECT TO ALL REQUIREMENTS OF PUBLIC MEETINGS AND PUBLIC RECORDS LAW

RECITALS:

WHEREAS, Article 7, Section 7.01 of the King City Charter provides that “[t]he Council shall meet regularly in the City at least once each month at a time and place designated by the Council’s rules and may meet at other times in accordance with the rules” and

WHEREAS, Section 2.34.020 of the King City Municipal Code states:

“The council shall meet on the first and third Wednesday of each month at a time between two p.m. and seven p.m. The exact meeting time shall be established by resolution. When the first or third Wednesday of the month falls on a holiday, the council shall meet at the same time on the following day. A regular meeting may be cancelled by the council if done at an earlier regularly scheduled meeting; however, the council must meet at least once each month.” and

WHEREAS, the City Council finds that it would be beneficial to occasionally use the first meeting of each month as a work session for the purpose of working on and discussing complex or long term issues for the City; and

WHEREAS, a work session must comply with all of the requirements of a public meeting; i.e. notice, agenda, minutes, etc., and must also comply with the Council’s rules in Chapter 2.34 of the King City Municipal Code; and

WHEREAS, Section 2.34.020 can be interpreted to require two meetings per month; and

WHEREAS, the City Council occasionally only requires one meeting in a month to conduct the City’s business and the current cancellation procedure can be cumbersome;

NOW, THEREFORE, THE CITY OF KING CITY ORDAINS AS FOLLOWS:

SECTION 1. Section 2.34.020 of the King City Municipal Code is amended to read as follows:

In accordance with Article 7, Section 7.01 of the King City Charter, the City Council shall hold a regular meeting at least once each month. This meeting will take place on the third Wednesday of each month with the meeting time for the regular meetings to be set by resolution. All other Council meetings will be either work sessions or special meetings and typically scheduled on the first Wednesday of each month. Work sessions or special meetings will be held at 7:00 pm unless noticed otherwise.

SECTION 2. This Ordinance shall be effective 30 days after its adoption.

Read the first time on _____, and moved to second reading by _____ vote of the City Council.

Read the second time and adopted by the City of King City Council on _____.

Signed by the Mayor on _____.

Kenneth Gibson, Mayor

ATTEST:

Approved as to Form:
Jordan Ramis PC

Ronnie L. Smith, City Recorder

City Attorney

Ordinance O-2017-02
Exhibit A



1201 Court Street NE, Suite 200 • Salem, Oregon 97301
(503) 588-6550 • (800) 452-0338 • Fax: (503) 399-4863
www.orcities.org

June 6, 2018

Dear Chief Administrative Official:

For the past three months, eight policy committees have been working to identify and propose specific actions as part of the League's effort to develop a pro-active legislative agenda for the 2019 session. They have identified legislative objectives as set forth in the enclosed ballot and legislative recommendation materials. These objectives span a variety of issues and differ in the potential resources required to seek their achievement. Therefore, it is desirable to prioritize them in order to ensure that efforts are focused where they are most needed.

While the attached ballot reflects the top policies developed in each of the policy committees, each undertook a broad look at a range of issues impacting cities. Many issues reflect the League's ongoing mission to support cities' work and their home rule authority to develop and use a variety of tools to meet the needs of residents but were not included in the ballot. Additional issues, such as addressing the housing shortage and the opioid crisis, are multifaceted and did not fit concisely into policy priorities. However, they remain as work the League intends to accomplish as it works with large groups of stakeholders in search of solutions.

Each city is being asked to review the recommendations of the policy committees and provide input to the LOC Board of Directors as it prepares to adopt the League's 2019 legislative agenda. After your city council has had the opportunity to review the proposals and discuss them with your staff, please return the enclosed ballot indicating the top four issues that your city council would like to see the League focus on during the 2019 session. **The deadline for response is August 3, 2018.** The board of directors will then review the results of this survey of member cities, along with the recommendations of the policy committees, and determine the League's 2019 legislative agenda.

Your city's participation and input will assist the board in creating a focused set of specific legislative targets that reflect the issues of greatest importance to cities. Thank you for your involvement, and thanks to those among you who gave many hours of time and expertise in developing these proposals.

Do not hesitate to contact me or Craig Honeyman, Legislative Director, with questions.

Sincerely,

Mike Cully
Executive Director

Craig Honeyman
Legislative Director

P.S. If you are reviewing the hard copy of this ballot and would like to view the linked material please visit the following web address and click on the links there:

<http://www.orcities.org/Portals/17/Legislative/2019PolicyBallotInformation.pdf>

INSTRUCTIONS

1. Each city should submit one form that reflects the consensus opinion of its city council on the **top four** legislative priorities for 2018.
2. Simply place an **X or a check mark** in the space to the left of the city's top four legislative proposals (last pages of the packet).
3. The top four do not need to be prioritized.
4. Return by **August 3rd** via mail, fax or e-mail to:

Jenna Jones
League of Oregon Cities
1201 Court St. NE, Suite 200
Salem, OR 97301
Fax – (503) 399-4863
jjones@orcities.org

Thank you for your participation.

Please check or mark 4 boxes with an X that reflects the top 4 issues that your city recommends be added to the priorities for the League's 2019 legislative agenda.

A. 9-1-1 Tax	
B. Annexation Flexibility	
C. Auto Theft	
D. Beer and Cider Tax Increase	
E. Broadband Infrastructure	
F. Carbon Cap-and-Invest Program Adoption	
G. City Comparability for Compensation	
H. Green Energy Technology Requirement Changes	
I. Infrastructure Financing and Resilience	
J. Least Cost Public Contracting	
K. Local Control Over Speed Limits on City Streets	
L. Lodging Tax Definition Broadening	
M. Mental Health Investment	
N. Permanent Supportive Housing Investment	
O. PERS Reform	
P. PERS Unfunded Liability Revenue Stream Dedication	
Q. Place-Based, Water Resource Planning (Program Support)	
R. Property Tax Reform	
S. Qualification Based Selection (QBS)	
T. Right-of-Way and Franchise Fee Authority	
U. Safe Routes to School Match	
V. Small Area Cell Deployment	
W. Speed Cameras	
X. Speed Limit Methodology	
Y. Third Party Building Inspection	
Z. Tobacco Taxes Share Increase	
AA. Waste Water Technical Assistance Program	
BB. Wetland Development Permitting	
CC. Wood Smoke Reduction Program Support	

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A. 9-1-1 Tax

Legislation:

Support legislation enhancing the effectiveness of the state's emergency communications system by increasing the 9-1-1 tax and/or seeking other sources of revenue and prohibiting legislative "sweeps" from emergency communications accounts managed by the Oregon Office of Emergency Management.

Background:

The League worked with other stakeholder groups in 2013 to extend the sunset date on the statewide 9-1-1 emergency communications tax to January 1, 2022 ([HB 3317](#)). In 2014, the League also worked to pass legislation including prepaid cellular devices and services under the 9-1-1 tax ([HB 4055](#)). As concerns mount with regard to disaster preparedness and recovery and as upgrades to communications technology become available, it is apparent that state and local governments do not have the resources necessary to address challenges or take advantage of opportunities (see an analysis in the League's 2018 State Shared Revenue Report, [here](#), and the Oregon Office of Emergency Management's "Emergency Communications Tax" webpage, [here](#)). Additional funding is needed and the practice of periodically sweeping funds out of the state's emergency management account for other uses must cease. It is worthy of note that the practice of "sweeps" disqualifies the state from receiving federal funds for emergency communications. It is unknown how many federal dollars have been foregone as a result of this policy.

Presented by the Telecom, Broadband & Cable Committee and endorsed by the Finance & Taxation Committee

B. Annexation Flexibility

Legislation:

The League will work to increase the flexibility for cities to annex residential areas and to encourage voluntary annexations, with a primary focus on improving the island annexation process.

Background:

There is a significant disconnect between the state's land use process and the [process of annexation](#), which has created issues for a variety of cities. The annexation process requirements are particularly difficult for areas known as "islands". Even though cities can involuntarily annex islands, most cities have adopted a policy to only engage in voluntary annexation. This has left significant islands un-annexed. In addition, waiting for surrounding properties to voluntarily annex often means the process and order of annexation does not necessarily match the plans for infrastructure development. Unannexed lands remain on the buildable land supply but much of it will contain some level of development that was approved by the county, but is often underdeveloped when compared to the comprehensive plan.

However, there have been bills that have been introduced over the last few sessions that aim to make non-voluntary annexation more difficult (see e.g., [HB 2039](#) and [HB 2040](#)). As these bills have gotten hearings, the League has taken the opportunity to discuss how annexation and land use are very disconnected. This is particularly of interest as interest in housing development remains at the top of the list of legislative priorities. If local governments have greater control over the annexation process and can better incentivize voluntary annexation, they can better meet the development expectations of the land use system and their comprehensive plans. It also assists in the orderly development of infrastructure.

Tools that were recommended to consider included partial island annexation in residential areas, relaxation of the limit of 10 years to bring a property fully onto the city's property tax level, changing the boundary requirements for islands, and looking at how the withdrawal of special district territory can be better regulated.

Presented by the Community Development Committee

C. Auto Theft

Legislation:

Address the deficiencies in the Unauthorized Use of a Motor Vehicle statute that were created after an adverse court ruling.

Background:

A 2014 Oregon Court of Appeals ruling requires that prosecutors prove beyond a reasonable doubt that a person driving a stolen car knew they were in violation of the law prohibiting the unauthorized use of a motor vehicle. Because of this ruling, unless confesses to the crime, obtaining a conviction for stealing a car is near impossible. The National Insurance Crime Bureau's 2017 "Hot Spots" report stated that Oregon experienced a 19 percent increase in auto theft over 2016. News stories on this issue may be found [here](#), [here](#) and [here](#).

Because of the ruling, auto theft has increased exponentially across rural and urban Oregon. A legislative fix was proposed in 2018 and was generally agreed to but was never voted on by either chambers due to the fiscal impact it would have on the state. A copy of the legislation can be found [here](#). This issue was brought to the Committee by a representative of the Oregon Association of Chiefs of Police and they have requested the League's supported in seeking to fix this issue. Of particular concern to the General Government Committee was the fact that vehicles being stolen tend to be older cars and trucks that are more likely to be owned by people of more modest means who would be unable to readily replace their vehicles without considerable impact.

Presented by the General Government Committee

D. Beer and Cider Tax Increase

Legislation:

The League proposes increasing the state taxes on malt beverages and cider to assist with rising public safety costs, improve public health, reduce alcohol consumption by minors, and provide alcohol tax equity with wine and liquor.

Background:

Oregon's tax has not been increased since 1978 and is currently \$2.60 per barrel which equates to about 8 cents on a gallon of beer. The tax is by volume and not on the sales price. (Yes, the bottle deposit is 60 cents and the tax is only about 4 cents on a six-pack!) Oregon is tied with Kentucky for the lowest beer taxes of all [states](#) (see page 98 in link). To get to the middle, Oregon would need to raise the tax to 80 cents per gallon (10-fold increase). Cities are [preempted](#) from imposing alcohol taxes. In exchange, cities receive approximately [34% of the state alcohol revenues](#) (see page 9 in link)(beer and wine taxes, license fees, and liquor profit sharing) as state shared revenues. However, because the tax is so small on beer, the share is also small. The beer tax brings in only about \$7 million per year state-wide; thus, the city share is about \$2.3 million of the total shared revenues. The total share for cities for all alcohol-based state shared revenues is estimated at over \$86 million. The League anticipates that excise tax increases including those on alcohol will be a part of revenue package discussions in 2019, and the League sees this concept as an important leveraging tool.

Presented by the Finance and Tax Committee and endorsed by the General Government Committee

E. Broadband Infrastructure

Legislation:

Seek additional state support and funding for increased and equitable broadband infrastructure deployment, especially in rural areas. Oppose legislative efforts to restrict existing municipal authority to provide broadband services.

Background:

The deployment of broadband and telecommunications networks and services (public and/or private) throughout Oregon is critical to economic development, education, health and safety and the ability of residents to be linked to their governments. Mapping research shows large areas of the state either not served or underserved by competitive broadband technology. A significant barrier to the deployment of broadband infrastructure is funding. Cities need additional funding and support from various sources, including the state and federal government, allocated for increased or new broadband infrastructure, especially for fiber connections to schools, community libraries, and public safety buildings. Also, oppose efforts by private internet service providers to restrict local efforts to make broadband technology available within their jurisdiction.

Presented by the Telecom, Broadband & Cable Committee

F. Carbon Cap-and-Invest Program Adoption

Legislation:

The League's Energy & Environment Policy Committee has recommended support, if specific principles are recognized and codified, of legislation that would implement a statewide cap on carbon emissions over time and that would generate revenues for strategic investments that further Oregon's greenhouse gas reduction goals. The cap on emissions would apply to certain "regulated entities" with carbon emissions over 25,000 metric tons annually. Regulated entities would receive allowances, or would generate offset credits, to emit carbon. The revenue from the purchase of allowances would be invested in specified programs aimed at furthering GHG reductions and mitigating program impacts. It is anticipated that funds generated from a cap on the transportation fuel industry may be subject to use per state Constitutional requirements related to the state highway fund. The statewide cap on carbon would be reduced over time to meet updated greenhouse gas reduction goals for Oregon.

For the League to support a statewide cap on carbon, the following principles would need to be recognized and codified in any legislation:

- The legislation and subsequent rulemaking processes would need to establish a forum to generate meaningful dialogue with rural Oregon communities and those with energy-intensive, trade-exposed industries. Equity considerations should be considered throughout this process by including cities and counties representing a variety of populations, regions of the state, and community demographics (e.g. low-income and underserved populations). Specific action should be taken to have representation from cities with populations of less than 1,500.
- The cap would need to apply to all sectors including utilities, industry and the transportation fuels sector (e.g. fuel producers) if annual carbon emissions exceed 25,000 metric tons.
- The program should be designed to link to the Western Climate Initiative which has a multi-jurisdictional carbon market (linking with programs in California, Ontario and Quebec)
- The revenue from the purchase of allowances would be invested in evidence-based technologies to reduce emissions from regulated sectors with excess revenues being invested in statewide programs to support climate resilience and rural Oregon economies. Requiring the reinvestment of allowance revenue will help regulated sectors become more efficient over time and less carbon intensive.

- In addition, LOC will advocate that additional revenues generated be dedicated to support programs including:
 - Technical assistance grants that local governments could access to help fund the adoption and implementation of local climate action/sustainability plans.
 - Funding for local woodstove smoke reduction programs to help communities in, or at risk of, non-attainment from woodstove smoke.
 - Funding to study and incentivize an expanded, yet sustainable, cross-laminated timber industry in Oregon with the intent of stimulating job creation in rural Oregon communities.
 - Funding for drought mitigation planning and resilience for Oregon water systems.

Background:

The League anticipates that the Legislature is very likely to pass legislation during the 2019 session that would implement a “cap-and-invest” program in Oregon, similar to the program adopted by California. Similar legislation has been considered by the Oregon Legislature during previous legislative sessions, but has failed to be brought for a vote. The political will to pass such a policy/program for Oregon appears to be incredibly strong; the Speaker of the House and President of the Senate are co-chairing the Joint Interim Committee on Carbon Reduction and the Governor’s team is staffing a new Carbon Policy Office to assist in the Committee’s efforts. The League’s Energy & Environment Committee has spent considerable time discussing this policy, including how best to craft a policy recommendation that makes both environmental and economic sense for the state and cities.

Presented by the Energy & Environment Committee

G. City Comparability for Compensation

Legislation:

The League will seek legislation to ensure that cities are compared only with cities of a similar cost of living when negotiating with strike prohibited bargaining units.

Background:

Oregon labor law doesn’t allow police officers, firefighters, emergency communicators and other public safety critical employees to strike. Instead when an impasse is reached when bargaining with labor unions that represent those workers, the state proscribes a set procedure involving an outside arbitrator to resolve those contract disputes. In that process the arbitrator will compare the city to other cities of similar size. As a result, the cities in rural areas are being compared with to cities in metropolitan areas that have different economic circumstances. Klamath Falls with 20,000 people in it and a median home value of \$160,000 could be compared to Tualatin with a similar population and a median home value of \$355,000. This is not a reasonable comparison.

The Human Resources Committee notes that the Legislature created a variable minimum wage in Oregon in recognition of the different costs of living across the state. Each Oregon county is assigned to one of three wage zones with one being the Portland Metropolitan area, that second are less populous regions and the third are rural counties. The Committee recommends that cities only be compared to cities in the same wage zones. A detailed explanation and graphics of the proposal may be found [here](#).

Presented by the Human Resources Committee

H. Green Energy Technology Requirement Changes

Legislation:

Advance legislation to statutorily modify the existing “1.5 percent green energy technology for public buildings” requirement to allow for alternative investment options such as offsite solar or energy efficiency projects.

Background:

Oregon statute currently requires public contracting agencies to invest 1.5% of the total contract price for new construction or major renovation of certain public buildings on solar or geothermal technology. The requirement allows for offsite technology, but only if the energy is directly transmitted back to the public building site and is more cost-effective than onsite installation. Removing the requirement that an offsite project be directly connected to the public building project could result in increased flexibility for local governments to invest in solar projects that are more cost-effective and provide for increased solar energy generation. In addition, the League will advocate to allow 1.5 percent funds to be invested in alternative projects that provide a greater economic or social return on investment including energy efficiency.

Presented by the Energy & Environment Committee

I. Infrastructure Financing and Resilience

Legislation:

The League will advocate for an increase in the state’s investment in key infrastructure funding sources, including, but not limited to, the Special Public Works Fund (SPWF), Brownfield Redevelopment Fund, and Regionally Significant Industrial Site loan program. The advocacy will include seeking an investment and set aside through the SPWF for seismic resilience planning and related infrastructure improvements to make Oregon water and wastewater systems more resilient.

Background:

A key issue that most cities are facing is how to fund infrastructure improvements (both to maintain current and to build new). Increasing state resources in programs that provide access to lower rate loans and grants will assist cities in investing in vital infrastructure. Infrastructure development impacts economic development, housing, and livability. The level of funding for these programs has been inadequate compared to the needs over the last few biennia and the funds are depleting and unsustainable without significant program modifications and reinvestments.

The funds are insufficient to cover the long-term needs across the state. While past legislative sessions have focused on finding resources for transportation infrastructure, the needs for water, wastewater, and storm water have not been given the same attention. A LOC survey of cities in 2016 identified a need of \$7.6 billion dollars over the next 20 years to cover water and wastewater infrastructure projects for the 120 cities who responded. This shows a significant reinvestment in the Special Public Works Fund (SPWF) is needed to help meet the needs of local governments. Without infrastructure financing options, cities cannot meet the needs of new housing or new business – high priorities for cities across the state.

In addition, there is a critical need to improve upon the seismic resilience of public drinking water and wastewater systems. The Oregon Resilience Plan (2013) identified Oregon’s water and wastewater systems as especially vulnerable to damage resulting from a Cascadia subduction zone earthquake. The plan recommended all public water and wastewater systems complete a seismic risk assessment and mitigation plan for their system. This plan would help communities identify and plan for a backbone water system that would be capable of supplying critical community water needs after a significant seismic event.

However, there is currently no dedicated funding to assist communities with this planning effort and the funding needed to repair/retrofit water infrastructure is significantly inadequate. Investments have been made in Oregon to seismically retrofit public safety facilities and schools, but without planning for infrastructure resilience, communities may not have access to water for critical needs, including drinking water and water for fire suppression, in the immediate aftermath of a seismic event.

This priority will focus on maximizing both the amount of funding and the flexibility of the funds to meet the needs of more cities across the state to ensure long-term infrastructure investment.

Presented by the Community Development Committee and endorsed by the Finance & Taxation and Water/Wastewater committees

J. Least Cost Public Contracting

Legislation:

Introduce and/or support legislation repealing Section [45\(2\)\(a\)\(G\)](#) and Section [45\(3\)\(a\)\(G\)](#) of HB 2017 (enacted in 2017) relating to compliance with least cost public contracting requirements as a condition for fuel tax increases after 2020.

Background:

As a matter of public policy, the League fundamentally disagrees with this linkage of transportation projects funding with public contracting standards applicable to specific local projects. Under HB 2017 (enacted in 2017) cities must comply with least cost public contracting standards set forth by [ORS 279C.305](#) for subsequent the two-cent increases in the state gas tax to occur in 2020, 2022 and 2024. Literally interpreted, one recalcitrant city *might* be able to stop the next gas tax increase by its failure to comply with this statute.

Presented by the Transportation Committee and endorsed by Finance and Taxation Policy Committee

K. Local Control Over Speed Limits on City Streets

Legislation:

Introduce legislation that allows Oregon cities to opt-in (voluntarily) to adjust their speed limits on residential streets 5 mph lower than the statutory speed limit.

Background:

[HB 2682](#) (enacted in 2017) allows the city of Portland to establish by ordinance a designated speed for a residential street under the jurisdiction of the city that is five miles per hour lower than the statutory speed provided the street is not an arterial highway. This authority should be extended to all cities and be considered permissive (not required). Cities should be able to determine speeds that are adequate and safe for their communities.

Presented by the Transportation Committee

L. Lodging Tax Definition Broadening

Legislation:

The League proposes adjusting and broadening the definitions of tourist, tourism promotion, and tourism-related facility as those terms are defined in the lodging tax statutes to ensure state-wide continued tourism and related [economic](#) (see page 17 of link) and [tax growth](#) (see page 223 of link), assist with city tourist costs, and provide local choice and revenue flexibility.

Background:

In 2003, when the state imposed a state lodging tax, the Legislature preempted cities by imposing restrictions on the use of local lodging tax revenues. (The percentage of restricted revenues varies by city.) Restricted tax revenues must be used for tourism promotion or tourism-related facilities. While the League will support all legislation that provides more flexibility on local tax usage, the League will advocate for lodging tax legislation that broadens those terms to clearly cover city costs of tourist events, tourism-related facility maintenance, tourist amenities, tourist attraction enhancement and public safety costs for special tourist events. Language from Section 3 of the [dash 1 amendment to HB 2064](#) (2017) and [Section 1 of HB 2064 \(2017\)](#) will likely serve as a starting place. See also this [power point presentation](#) and this [LOC testimony](#) (supporting HB 2064) for further information.

Presented by the Finance and Tax Committee

M. Mental Health Investment**Legislation:**

The League will seek to protect and enhance the investments made to Oregon's treatment of the mentally ill.

Background:

In 2015, the Legislature funded rental and housing assistance for persons suffering from mental illness, specialized training for police officers to assist people in mental health crisis, multi-disciplinary crisis intervention teams and expanded access to treatment. While providing direct mental health services is not a standard city service, the state of care for persons in crisis had deteriorated to the point city police officers were regularly the primary public employee to provide interventions. The December, issue of Local Focus was devoted to cities and mental health, those articles may be found [here](#).

Because of the anticipated budget shortfalls in 2019, the General Government Committee would like the League to ensure that services established in 2015 are not cut and to capitalize on any opportunities that may exist or be created to enhance those investments.

Presented by the General Government Committee

N. Permanent Supportive Housing Investment**Legislation:**

The League will support increased investments in the services that are provided to people who are living in permanent supportive housing.

Background:

[Permanent supportive housing](#) serves specific populations that traditionally face difficulty in remaining in housing due to additional, complex needs by providing housing and other services at the same time. A [variety of populations](#), such as seniors, veterans, families, and those with mental health conditions, have different services that accompany their housing support. Permanent supportive housing models that use a Housing First approach have been proven to be highly effective for ending homelessness, particularly for people experiencing chronic homelessness who have higher service needs. Investment in the services is as important as the housing because residents that do not receive these additional supports often end up returning to homelessness based on issues related to their other issues.

However, in many areas the funding for housing is not well matched with the funding for the services. The state is the primary funding source for these services. However, there is some disconnect between the housing support provided by the [Oregon Housing and Community Services Department \(OHCS\)](#) and the [Oregon Health Authority \(OHA\)](#).

To help communities that are working to provide opportunities for permanent supportive housing and those seeking to find long-term solutions to local homelessness issues, better investment in the services is vital to success of these programs. By supporting appropriations to OHCS and OHA for these services, more support services can be provided to those that are in permanent supportive housing and lead to better outcomes.

Presented by the Community Development Committee

O. PERS Reform

Legislation:

The League will seek legislation to modernize the PERS investment pool, ensure proper financial controls are adhered to, and give cities a greater voice in how their monies are invested. The League will also seek legislation that shares the risk and costs of the pension benefit with employees but does so in a manner that impacts employees based on the generosity of the benefit plan they will retire under.

Background:

Oregon's Public Employee Retirement System (PERS) is a three-tiered program that provides a defined benefit pension (a pension that pays a retiree and their beneficiary a set amount for the length of their retirement) and a deferred compensation program that is funded through employee contributions. Each of the three tiers pays a different benefit and an employee's placement in a given tier is based on the date they were hired. Tier I is the most generous benefit and has an option for an annuity based retirement that has been incredibly expensive to maintain. Tier I was replaced by Tier II in 1996. Tier II costs, though reduced, were also unsustainable and were replaced with a third tier, known as the Oregon Public Service Retirement Plan (OPSRP) which is designed to provide a 45 percent salary replacement after a full career. A primer on the PERS system may be found [here](#).

The cost to employers for this system has risen steadily since the market crash of 2008, and will increase again on July 1, 2019 (projected individual employer rates may be found [here](#)) and then again in 2021 and possibly again in 2023. Rates are anticipated to remain at a system wide average of around 29 percent of payroll and remain at that level until 2035 without reforms.

Adverse court rulings to previous attempts at reforms have limited our options to addressing benefits not yet earned. With that in mind the Human Resources Committee recommends reforms in the three following areas:

- Ensure that investments into the PERS system are achieving the maximum possible return in the most efficient manner possible while safeguarding the funds with proper financial controls.
- Requiring that employees absorb some of the costs for the pension system but ensure that OPSRP employees are impacted more favorably than Tier I and Tier II employees who will receive more generous retirement benefits.
- Establishing a fourth tier that provides similar benefits to employees but is funded in a more sustainable manner. Providing incentives to retirees and current employees in the other tiers to switch to the fourth tiers should be explored as well.

Presented by the Human Resources Committee

P. PERS Unfunded Liability Revenue Stream Dedication

Legislation:

The League proposes that a new state revenue stream be dedicated to paying down the unfunded liability over a period of years to sustain the Public Employees Retirement System (PERS).

Background:

The present unfunded liability has grown extraordinarily large and is causing rate increases for most local governments and schools that are not sustainable. The League would support all reasonable revenue stream ideas. Ideas include but are not limited to a new temporary limited sales tax, a new payroll tax, and a new temporary state property tax. The League will advocate that PERS cost-containment measures be pursued along-side revenue raising efforts to pay down the liability; both seem necessary to address the state-created problem.

Presented the Finance and Tax Committee and endorsed by the Human Resources Committee

Q. Place-Based, Water Resource Planning (Program Support)**Legislation:**

The League will advocate for the funding needed to complete existing place-based planning efforts across the state.

Background:

Oregon's water supply management issues have become exceedingly complex. Lack of adequate water supply and storage capacity to meet existing and future needs is an ongoing concern for many cities in Oregon and is a shared concern for other types of water users including agricultural, environmental and industrial. Most of the surface water in Oregon (during peak season months) is fully allocated with no new water available. As a result, the ability to meet existing and future demand for various water uses will require collaboration, improved management and coordinated conservation among a variety of stakeholders, including municipalities. For this reason, the Legislature passed legislation to create a place-based planning pilot program in Oregon. This program, administered through the Oregon Water Resources Department, is providing a framework and funding for local stakeholders to collaborate and develop solutions to address water needs within a watershed, basin or groundwater area. Place-based planning is intended to provide an opportunity for coordinated efforts and the creation/implementation of a shared vision to address water supply challenges. Four place-based planning efforts are currently underway across the state in the Malheur Lake Basin, Lower John Day sub-basin, Upper Grande Ronde sub-basin and mid-coast region. Without continued funding, these efforts will not be able to complete their work. The LOC Water & Wastewater Policy Committee recognized that while this funding is limited to specific geographic areas, they also recognize the importance of successfully completing these pilot efforts and conducting a detailed cost/benefit analysis. It is a critical step in order to demonstrate the benefits of this type of planning. If these local planning efforts prove to be successful, there will likely be future efforts to secure additional funding for other place-based planning projects across the state.

R. Property Tax Reform**Legislation:**

The League of Oregon Cities proposes that the property tax system should be constitutionally and statutorily reformed as part of the 2019 session work on state and local tax reform and improving funding for [schools](#) (see pages 69-72 of link; property taxes make up 1/3 of school funding).

Background:

The property tax system is [broken and in need of repair](#) due to [Measures 5 and 50](#), which are both now over 20 years old. All local governments and schools rely heavily on property tax revenues to pay for services and capital expenses. Therefore, the League will participate in coalitions to help draft and advocate for both comprehensive and incremental property tax reform option packages. The League will remain flexible to support all legislation that improves the system, with a focus on a property tax package with these elements:

- To achieve equity, a system that transitions to a market-based property tax valuation system (RMV) rather than the present complex valuation system from Measure 50 (requires constitutional referral).
- To enhance fairness and adequacy, a system that makes various statutory changes, some of which would adjust the impact of a return to RMV. For example, the League supports a new reasonable homestead exemption (percentage of RMV with a cap) but also supports limiting or repealing various property tax exemptions that do not have a reasonable return on investment.
- To restore choice, a system that allows voters to adopt tax levies and establish tax rates outside of current limits (requires constitutional referral).

[SJR 3](#) (see page 50 of link)(constitutional referral with return to real market value system) and [SB 151](#) (see page 48 of link) (homestead exemption bill) from the 2017 session will likely serve as starting points. City property tax data including real market values and assessed values can be accessed [here](#).

Presented by the Finance and Tax Committee

S. Qualification Based Selection (QBS)

Legislation:

The League will seek to reform the Qualification Based Selection (QBS) requirements to allow for the consideration of price in the initial selection of architects, engineers, photogrammetrists and surveyors.

Background:

The state currently prohibits the consideration of price when making an initial selection when awarding contracts for certain design professionals when conducting public improvements. Instead of issuing a request for proposals as is done with most public improvement projects, contracting agencies issue “requests for qualifications” on a project. Cities may negotiate price only after the initial selection of a contractor is made. Under this system a city or other contracting agency will never know the price of other qualified and responsible bidders on a project.

The League’s General Government Committee concluded that this process is not in the interests of cities or tax payers as it precludes the use of competitive bids. There is no other area in which a consumer, public or private, would procure a service or product without considering the price.

Presented by the General Government Committee

T. Right-of-Way and Franchise Fee Authority

Legislation:

Oppose legislation that, in any way, preempts local authority to manage public rights-of-way and cities’ ability to set the rate of compensation for the use of such rights-of-way.

Background:

In its commitment to the protection of Home Rule and local control, the League consistently opposes restrictions on the rights of cities to manage their own affairs. From time to time, in the context of public rights-of-way management authority discussions, proposals to restrict to this authority arise. Such was the case during the 2017 legislative session with [SB 202](#) and [SB 840](#). These efforts to restrict local authority often include proposals for a statewide right-of-way access policy and compensation system as well as limiting the ability of cities to charge fees of other government entities. This is contrary to local government management authority; the ability to enter into agreements with users of the right-of-way either by agreement/contract or ordinance; and to set the rate of compensation.

Presented by the Telecom, Broadband & Cable Committee

U. Safe Routes to School Match

Legislation:

Introduce legislation lowering the local Safe Routes to Schools matching grant requirement to 20 percent from 40 percent and lowering the matching grant requirement for areas qualifying for exceptions to 10 percent from 20 percent.

Background:

[Section 123 of HB 2017](#) (enacted in 2017) authorizes the Oregon Transportation Commission to provide matching grants for safety improvement projects near schools. To receive the grant cities must provide a 40 percent cash match unless the school is located in a city with a population of less than 5,000; is within a safety corridor; or qualifies as a Title I school in which case the cash match requirement is reduced to 20 percent. While cities support the availability of matching grant funds provided by the state, the current cash match requirements are too high for most cities to participate in the program.

Presented by the Transportation Committee

V. Small Area Cell Deployment (also known as “Small Cell Deployment”)

Legislation:

Oppose legislation that preempts local authority to manage public property while supporting deployment of wireless technology, including small area cell and 5G.

Background:

Legislative efforts involving the deployment of small area cell facilities are increasing around the nation. Currently 20 states ([Arizona](#), [Colorado](#), [Delaware](#), [Florida](#), [Hawaii](#), [Illinois](#), [Indiana](#), [Iowa](#), [Kansas](#), [Minnesota](#), [North Carolina](#), [New Mexico](#), [Ohio](#), [Oklahoma](#), [Rhode Island](#), [Tennessee](#), [Texas](#), [Utah](#), [Virginia](#), and [Washington](#)) have passed bills that limit cities ability to collect appropriate and fair rights-of-way, permitting, and lease fees on municipal property; to control their own design and aesthetics; or otherwise manage wireless technology deployment within their jurisdictions. This type of legislation is not going away. In fact, it is just beginning.

During the 2017 session, the League was approached independently by representatives of two wireless companies with draft concepts that could have resulted in legislation compromising local authority to manage the deployment of small area cell and 5G technology. Issues raised included “shot clock” (time allowed for cities to rule on applications), fee structures and limits, contract terms and duration, land use issues etc. These efforts are expected to continue in 2019 and with greater urgency as the technology approaches deployment status. While cities in Oregon support the advent of new wireless technology including small cell and 5G, authority to ensure their deployment complies with local laws and policies must be maintained.

Presented by the Telecom, Broadband & Cable Committee

W. Speed Cameras

Legislation:

Introduce and/or support legislation authorizing cities to use fixed speed cameras at locations other than intersections.

Background:

Speeding is a public safety issue. The Oregon Transportation Safety Action Plan envisions no deaths or life-changing injuries on Oregon's transportation system by 2035. Currently, cities have the authority as a result of [HB 2409](#) (enacted in 2017) to issue a speeding citation from the same camera and sensor system used to enforce red light compliance at intersections.

Further, speeding does not only occur at intersections. Additional automated enforcement, outside of intersections, would be a valuable tool allowing cities to mitigate dangerous behaviors and speeding. In 2015, the Oregon Legislature granted the city of Portland the authority to implement a fixed speed safety camera program ([HB 2621](#)). The fixed speed camera systems have been operating on "urban high crash corridors" that are also part of the city of Portland's High Crash Network. While this program has not been in place long, the comparison of before and after speeds near the fixed photo radar system is indicating that the automated enforcement is positively influencing speed reduction (see [PBOT report](#)). This legislation would extend the authority to all Oregon cities to implement fixed speed safety camera programs to help reduce the number of deaths and serious injuries that occur as a result of speeding.

Presented by the Transportation Committee

X. Speed Limit Methodology**Legislation:**

Introduce legislation that directs the Oregon Department of Transportation to develop a new speed setting methodology for cities and other urban areas that uses a safe systems approach validated by expert system tools as recommended by [NTSB Safety Study SS-17/01](#).

Background:

The NTSB safety recommendations represent current data-driven best practices to determine speed limits. Currently, Oregon speed limits are set based on the guidance that speed limits in speed zones within cities should be within 10 mph of the 85th percentile speed as determined by [The NTSB Safety Study SS-17/01](#), "Reducing Speeding-Related Crashes Involving Passenger Vehicles" concludes,

- "Speed increases the injury severity of a crash;"
- "...that unintended consequences of the reliance on using the 85th percentile speed for changing speed limits in speed zones include higher operating speeds and new, higher 85th percentile speeds in the speed zones, and an increase in operating speeds outside the speed zones;"
- "...that the safe system approach to setting speed limits in urban areas is an improvement over conventional approaches because it considers the vulnerability of all road users."

Presented by the Transportation Committee

Y. Third Party Building Inspection**Legislation:**

The League will clarify the ability for local government programs to have private party building officials and building inspectors provide services for local building inspection programs, including recognizing that privately employed specialized inspectors can to perform specialized inspections.

Background:

Beginning in 2017, the League has been working to defend local building inspection programs that contract with third-party companies to provide building official and inspectors to run the local program. However, the Oregon Building Codes Division (BCD) has stated that the Oregon Department of Justice (DOJ) [has informed BCD](#) that programs that are structured this way violate the constitutional prohibition on delegating government authority. The League has repeatedly asserted that we disagree with that legal assessment. There was a bill introduced in 2018, [HB 4086](#), that would have adopted new requirements for

local governments running programs. The League worked with other stakeholders to prevent passage of the bill, but we committed to working on a legally defensible solution that does not prevent these locally run programs from continuing.

After the session, the BCD determined that it would implement new rules for locally run inspection programs to meet the asserted legal opinion on delegation. On April 23, the BCD enacted [emergency, temporary rules](#) that added significant requirements for local building inspection programs. The new rules required local programs to designate a government employee as a city's building official. The rules also required the city to have a government-employed, certified electrical inspector. Both positions could be filled by hiring the person directly or by an agreement between municipalities to share the employee(s). The rules further stated that a shared employee could only service three jurisdictions.

In May, the Director of the Consumer and Business Services, who oversees the BCD, informed the League that the temporary rules were rescinded. The Department's decision to rescind the rules included a statement that they would seek a formal opinion from the DOJ to clarify the issue of delegation. However, the BCD did replace the rescinded rules with [another temporary, emergency rule](#). This new rule was enacted on May 18 and states that a local government must appoint a government-employed building official.

In addition to the concerns about using third-party building officials, there is currently statutory prohibition on specialized inspectors that are employed in the private sector to complete specialized inspections. There are a limited number of these inspectors, and, without removal of this prohibition, larger scale projects will not be able to move forward because they cannot be inspected and permitted. This issue was the catalyst for the overall discussion related to third-party building officials, but is not related to the asserted legal claims.

There is a commitment to work on this issue in the 2019 session, but it remains an issue of high concern as it directly impacts the flexibility of local government choice on how to provide services at the local level. Using third-party providers allows smaller jurisdictions to have local, efficient programs that provide clarity for the local development community. It also allows a base of business for these companies, which also serve to provide over-flow capacity to programs that primarily staff these programs with government staff. Therefore, this issue is vital to the long-term success of locally run building inspection programs.

Presented by the Community Development Committee

Z. Tobacco Taxes Share Increase

Legislation:

The League proposes seeking a share of all state tobacco product tax revenues to assist with rising public safety costs and provide state shared revenue equity.

Background:

Only cigarette tax revenues are included in the [state-shared revenue](#) distribution to cities and those revenues are decreasing; cities receive about 2% of the cigarette tax revenues or \$3.6 million a year under the formula. [Other tobacco](#) (chew, snuff, cigars, pipe tobacco, etc.) is also taxed by the state and those revenues have been increasing ([now over \\$60 million a year](#)), but those revenues are distributed only to the state. Cities are preempted from taxing cigarettes and other tobacco products. However, cities are often left to enforce tobacco laws and handle sales and use complaints. The League proposes that cities should receive a fair share of all the tobacco tax revenues. The League anticipates that excise tax increases to cigarettes and other tobacco products, and a new vaping tax will be a part of revenue package discussions in 2019, and the League sees this concept as an important leveraging tool.

Presented by the Finance and Tax Committee

AA. Waste Water Technical Assistance Program

Legislation:

The League will advocate for the creation of a circuit rider program, within the Department of Environmental Quality, to provide needed technical assistance for communities on water quality issues, including wastewater treatment and permit compliance options. Staffing for the circuit rider program would be provided through a third-party contract (or contracts). The League will work to identify funding resources to support this program, including a possible set aside of Oregon's federal Clean Water State Revolving funds.

Background:

As Clean Water Act requirements for public wastewater systems continue to evolve, with new and more stringent requirements being placed on a number of Oregon communities; cities have expressed concern over how best to comply with those requirements, especially with the limited technical and financial resources that many face. The League's Water & Wastewater Committee discussed the need for technical assistance for communities experiencing these challenges and looked to an existing program within the Oregon Health Authority's (OHA) Drinking Water Services division as a template for addressing this need. The OHA funds a circuit rider program through a third-party contract. The program is funded through federal Drinking Water State Revolving Loan Funds. The program is intended to help more communities be successful in complying with state and federal requirements. The services provided through the program are free for communities with populations of less than 10,000.

Presented by the Water/Wastewater Committee

BB. Wetland Development Permitting

Legislation:

The League shall work to establish legislative authority for the Department of State Lands to assume the federal program from the U.S. Army Corps of Engineers under section 404 of the Clean Water Act.

Background:

In many communities looking to develop in the wetlands creates regulatory uncertainty, particularly where development is occurring in previously un-identified wetlands, because there are two agencies that must provide permits, the Oregon Department of State Lands (DSL) and the U.S. Army Corps of Engineers (USACE). The state's process has set deadlines which provides certainty for developers. However, the USACE process is much less consistent or timely. This uncertainty increases risk related to development that can cause projects to stop before they start. In a time where cities are trying to encourage development to meet the housing shortages and economic development goals to support citizens, any increased barriers can impact success.

There is a process in place at the federal level that would allow for the state to assume the USACE permitting process increasing the efficiency and certainty in the process. The [state has taken steps](#) in the past to ensure alignment of the state program to the requirements for federal approval. However, there were concerns raised at the time that the process related to the Endangered Species Act and cultural resource protections. The DSL has continued to work on these conflicts and believes it is positioned to work with the federal government to assume the federal permitting process if so authorized by the state legislature. For further information, the DLS provided a presentation for the committee, available [here](#).

Presented by the Community Development Committee

CC. Wood Smoke Reduction Program Support

Legislation: Support increased funding to support local wood smoke reduction programs and efforts. The League will advocate the need for an additional \$3-5 million, recognizing that any additional funding to assist communities is helpful.

Background: Woodstove smoke is one of the most significant sources of fine particulate and toxic air pollution in Oregon, often jeopardizing public health and putting communities at risk of violating federal air quality standards. Woodstove smoke is a problem for many Oregon communities that struggle with both the public health impacts and economic threat of being designated as nonattainment under the federal Clean Air Act. To address this challenge, local governments need access to funding for wood smoke reduction programs. Such programs have proven effective at reducing wood smoke in communities and include public education, enforcement, incentives for woodstove change-outs (to ductless heat pumps or certified stoves, weatherization assistance for low-income households and providing residents with dry, seasoned fire wood which burns cleaner. A 2016 taskforce report that was submitted to the Legislature indicated that there are approximately 150,000 uncertified stoves in the state, and that while Oregon has a long and successful history of replacing woodstoves in certain communities, money is sporadic and limited. The report went on to suggest that “an allocation in the range of \$3-5 million per biennium could target high-risk communities and would support a meaningful level of effort to replace old, dirty woodstoves.”

In 2017, the Legislature provided \$250,000 in funding for community wood smoke reduction programs. The need for local communities, including a number of small cities, is much greater.

Presented by the Energy & Environment Committee

Please complete and return this form to MACC
along with your
Spring 2018 Letter of Agreement
no later than
July 31, 2018.

Organization: King City

Mail Grant Check To: (Please Print)

Mira San Juan
Finance Manager

City of King City
Name of Organization

15300 S.W. 116th Ave
Address

King City OR, 97224
City / State / Zip Code

503-639-4082
Contact Phone Number



METROPOLITAN AREA COMMUNICATIONS COMMISSION

REPRESENTING: BANKS, BEAVERTON, CORNELIUS, DURHAM, FOREST GROVE, GASTON, HILLSBORO, KING CITY, LAKE OSWEGO, NORTH PLAINS, RIVERGROVE, TIGARD, TUALATIN, WEST LINN AND WASHINGTON COUNTY
CABLE TV FRANCHISE REGULATION • TELECOMMUNICATIONS ADVICE AND SUPPORT • PUBLIC COMMUNICATIONS NETWORK (PCN) • TUALATIN VALLEY COMMUNITY TV

June 22, 2018

Mike Weston
City Manager
City of King City
15300 SW 116th Ave
King City, OR 97224

Dear Mike,

We are pleased to inform you that, at its meeting of June 15, 2018, the MACC Commission awarded the City of King City **\$12,000** for the following project:

- PCN Connectivity: \$12,000

Prior to MACC's distribution of these funds, the following conditions must be met:

1. The enclosed PEG/PCN Grant Fund Agreement (hereinafter "Agreement") must be signed by the appropriate party and returned to MACC no later than July 31, 2018; and
2. Your organization must provide MACC with all required reports (if any) for previously awarded PEG/PCN Grants.

Note: *If you fail to complete the conditions listed above by July 31, 2018, MACC will rescind the grant and return the funds to the MACC PEG/PCN Grant Fund, to be available for applications in the next grant cycle.*

Once these conditions are met, we will send a check within twenty-one (21) working days. In accordance with Section II of the Agreement, your organization has until June 30, 2019 to spend these funds.

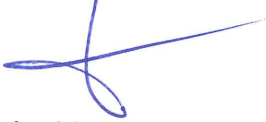
MACC monitors the ongoing use of grant funds, and therefore, may contact you to provide specific information that may include, but is not limited to, budget reports, proposal overviews, and/or other financial and technical information related to grant expenditures. MACC also reserves the right to audit the expenditure of your grant award, including the process used by your organization to select competitive bids for consultants, suppliers, and contractors.

Spring 2018 Grant recipients are required to provide MACC with a final report upon completion of their projects no later than July 31, 2019. We may also ask for your participation with MACC to promote and publicize the grant awarded your organization at any time.

Thank you for your participation in the PEG/PCN Grant Program. We wish great success for your project.

Please call me if you have any questions or if we can assist you further.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Thaddeus Girard', with a stylized, elongated horizontal stroke.

Thaddeus Girard
MACC Administrator

C: Kristen Gearhart, MACC

Enclosure

PEG/PCN GRANT FUND AGREEMENT
FALL 2017

This Agreement is entered into by and between the Metropolitan Area Communications Commission (hereinafter "MACC"), an intergovernmental commission of Oregon local governments, and the City of King City (hereinafter "Recipient").

MACC has obtained funding pursuant to cable franchises granted to Comcast Cable, Frontier Communications and CenturyLink. The funds are used in a grant program for the support of Public, Educational, and Government (PEG) programming and to promote the use of the Public Communications Network (PCN).

The Recipient applied for a grant pursuant to the application process established by MACC and is eligible to be awarded a grant based on its status as a PCN User or Designated Access Provider (DAP).

The MACC Board of Commissioners has approved a grant award to Recipient subject to compliance with the grant program and signing of this Agreement in the total amount of:

\$12,000 which includes:

- PCN Connectivity: \$12,000

Therefore, in mutual consideration of the promises and benefits made and conferred in this Agreement, the parties agree as follows:

I. General Terms and Conditions

- A.** Recipient shall comply with all applicable federal, state, local and jurisdictional laws, ordinances, rules, regulations, policies, and resolutions.
- B.** Recipient shall comply with all applicable guidelines within the purview of the recipient jurisdiction or agency involving purchasing, contracting, professional services agreements, bidding, proposal requests, and any other matter related to the receipt and expenditure of grant proceeds.
- C.** Recipient shall agree that these funds will not be used in a way that would benefit those outside the MACC service area.

Grant funds shall not be transferred to another entity, nor used in a manner inconsistent with the purpose(s) expressed in the grant application.

II. Timeline for Expenditure of Funds

A. The twelve (12) month Grant Expenditure Period (GEP) of agency's Awarded Grant:

Begins: July 1, 2018

Ends: June 30, 2019

- B. Grants awarded for a single grant cycle must be spent within the Grant Expenditure Period.
- C. Awards for more than one grant cycle must include specific plans for detailed annual expenditures for each fiscal year of the grant. All funds provided in this manner must be spent by the end of the identified grant period.
- D. Recipients requiring additional time beyond the Grant Expenditure Period **must submit a request to MACC** in the following manner:
1. The written request (no email or fax) must be received by MACC **at least sixty (60) days prior** to the end of the GEP. The MACC Commission will consider the request and notify the Recipient at least ten (10) days prior to the end of the GEP.
 2. The request must:
 - Detail how much additional time is needed to complete the awarded grant.
 - Explain the reason for the additional time or cause for delay in completion of the project.
 - Demonstrate the plan to complete the project during the time extension.

III. Financial Report Required – Accounting

- A. Reporting Requirement. Recipient shall report to MACC, in writing, no later than 30 days following the end of the GEP as described in Section II. The report shall include a specific statement describing each expenditure in sufficient detail to enable MACC to determine compliance with the grant awarded, applicable grant guidelines and legal requirements, and the total amount expended by the recipient.
- B. Reconciliation of actual costs. Grant funds that are awarded, but not used within the required timeline, shall be returned to MACC within 30 days of the end of the Grant Expenditure Period.
- (1) If actual costs are lower than the amount of the grant awarded, the Recipient must return any and all unused funds to MACC within 30 days of payment of all invoices.
 - (2) If the project is postponed or abandoned:

Within thirty (30) days of the earliest of the following:

- a. The decision to postpone or abandon the project;

- b. The end of the GEP; or
- c. All invoices have been paid,

Recipient must:

- i. Return any and all unused funds to MACC;
 - ii. Provide MACC with a complete list of all materials purchased with the grant funds;
 - iii. Provide MACC with a written plan for disposition of any purchased materials; such plan must include a timeline for completion of disposition and the manner in which all proceeds will be returned to MACC;
 - iv. Obtain MACC's written approval for the disposition plan.
- (3) If Recipient does not comply with the above provisions, it agrees to pay interest to MACC at the rate prescribed under applicable ORS (currently 9.0% APR) and will pay this interest commencing with the due date defined per Section II.A and ending when MACC is in receipt of the funds.

IV. Ownership of Equipment

- A. MACC retains title to all capital equipment purchased by a Designated Access Provider with grants from this fund.
- B. Capital equipment, purchased with grant funds provided to a DAP, may be installed in facilities owned by a MACC member jurisdiction. These jurisdictions may request title to such equipment. The MACC Commission may act on such requests and transfer title of such equipment if, in its sole discretion, such transfer appears to be in the public interest.

- V. Publicity of Grant Program** – Recipient will assist with publicizing the benefits of the grant program with the media and/or others. Any publicity/media contact shall indicate that the project or equipment used in the production of the program “was made possible by a Grant from the Metropolitan Area Communications Commission – PEG/PCN Grant Program.” Failure to comply with this section of the Letter of Agreement could result in suspension of future Grants for the requesting agency.

VI. Modification of Agreement

This Agreement may be modified upon mutual written consent by both parties.

By signing below, the undersigned acknowledges and accepts all terms and conditions contained in this Agreement, based on the grant application, and applicable grant funding

guidelines and legal requirements. The undersigned further represents that he/she is authorized to bind the grant recipient.

Recipient:

Name (Please Print)

Title

Signature

Date

Accepted by MACC:



Signature

Metropolitan Area Communications Commission

6-21-18

Date



KING CITY COUNCIL STAFF REPORT

Agenda Item: 7.4
Meeting Date: July 18, 2018

To: Mayor and Council

Through: Mike Weston, City Manager

Subject: Office Relocation Service Proposals

From: Ronnie Smith, City Recorder & GIS Specialist
Date: July 12, 2018

ACTION REQUESTED

Given the comparison of the two (2) bids staff is recommending to the City Council to discuss and consider approving the proposal/agreement from Lile.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

Over the past month staff has been requesting informal proposals from several relocation services companies. To date staff has sent out three (3) informal request and have received two (2) back.

FINDINGS

Company	Estimated Cost
Lilie Relocation Services	4,727.50
Willamette Express Ltd.	9,438.16

Overall Staff feels that Lilie Relocation Service and Willamette Express Ltd. Bids for equipment and time are both comparable, the only real differences is price and Willamette Express estimated a put back after construction services. Lilie Relocation Services did not add a put back service. There reasoning is due to the new items i.e., chairs, desks, file cabinets, and surplus items that we may be adding to the list. Based on the language in both bids, there may be an increase of costs due to unforeseen issues.

BACKGROUND

N/A

CONCURRENCE

The City Manager concur with these findings

FISCAL IMPACTS

This may increase the amount of employee time to prepare the City Hall for relocation services due to packing files and adding older equipment to surplus.

WORKLOAD IMPACTS

This project will temporarily increase the workload for staff and management.

ALTERNATIVE

ATTACHMENTS

1. Exhibit A – Relocation Services Proposals

Office Relocation Services Proposal

City Hall - King City

Submitted to

King City Hall
Ronnie Smith

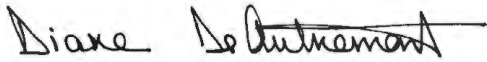
Prepared By Brian Sampson

Lile Relocation Services
20427 87th Ave S



CLIENT SATISFACTION COMMITMENT

"Lile Relocation Services has a long tradition for providing superior service, innovative products, and dedicated customer service. For over 50 years, Lile customers have rated our service excellent, and we have earned several industry awards recognizing our service as the best. It is my personal commitment to you that my company shall exceed your expectations in both service and value. We strive to hire and train only the best people in the industry and ensure that each and every order placed with my company shall be valued, and serviced with respect and integrity."



President
Lile International Companies



Proposal Certification

Address: 8060 SW Pfaffle
Tigard, Oregon

Contact: Brian Sampson

E-Mail: brian.sampson@lile.com

Telephone: 503-523-7614

Lile Relocation Services guarantees the information as outlined in the proposal as true and accurate to the best of our ability. We acknowledge the capability and commitment to provide qualified people, equipment and move solutions that create a smooth and trouble free flow of your assets, allowing your workforce maximum productivity, with minimum disruption to your operations.

The terms and conditions as outlined in the proposal represent the entire agreement and are valid from this date through

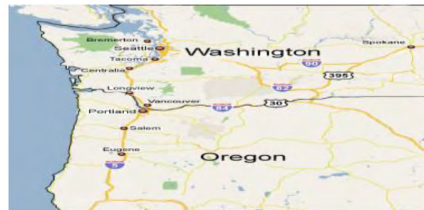
60 days

This response package was prepared by:

Brian Sampson
Lile Relocation Services

CORPORATE HISTORY

Lile International Companies was founded in 1959 in Tacoma, WA when Wendell Lile purchased the assets of a small moving and storage company. Since establishment, the company has grown significantly in operating locations, revenues and marketing mix. As a northAmerican Van Lines agent, Lile has become a premium provider of household goods relocation worldwide and ranked among the top agents in the United States. We offer full-service logistics, moving and storage locally, nationally, and internationally. We serve residential, commercial and military customers, and are consistently ranked as a top 10 agency. Lile is also an equity partner in Specialized Transportation Incorporated (STI), a full-service logistics and transportation company focused on high value products and associated services.



Lile International Companies Headquarters
Tigard, Oregon

- Office & Business Relocation
- Project Management
- Pre-move planning
- Professionally uniformed crews
- Time-saving equipment
- Strict Building Protection
- Data Center Relocations
- Employee Move Fairs
- Packing Material & Equipment
- Furniture Placement
- place
- Custom Crating and Packing
- Records Storage
- Modular Furniture Installation
- Emergency Contingency Planning
- IT De-install & Re-install Services



SCOPE OF WORK

Exclusion: Project costs are based on the site survey and represents a "Best case scenario." The cost of the move could be impacted by traffic conditions, clear access to the building, vendors on site working and other unforeseen issues. "The better we plan the more prepared and the better the execution" Overtime 1.5 after 8 hours

SCOPE	Lile	Client
Property Protection - Origin & Destination	X	
Confirmation of Access w/ Building Managers		X
Custom Labels & Signage	X	
Develop Sequenced Move Plan	X	
Disassemble/Reassemble Office Furniture	X	X
Disassemble/Reassemble Systems Furniture	X	
Electrical Disconnect / Reconnect	X	
EmployeeOrientation Seminar		X
Formulate Move Coding System		X
Labeling of Furniture and Contents	X	
Move Managers On-site		X
Pack and Label Employee Work Areas		X
Pack/Unpack Designated Common Areas		X
PC Disconnect & Reconnect		X
PC Transport and Placement		X
Post Move Fine Tune Crew	X	
RCP Valuation @ \$8.50 / \$1K		
Standard Limit of Liability @ \$.60 / LB.		
Surplus Furniture Disposal	X	
Moving Equipment	X	

COST PROPOSAL

King City- City Hall

Description					Rate		Total	
Equipment and Materials Totals								
	Dumpster / Materials delivery	1	EA			Sub-Total:	\$	1,432.50
1	Delivery and Pickup of Equipment							
1	Driver	3	Hours	@	\$ 45.00	\$		135.00
1	Mover	3	Hours	@	\$ 45.00	\$		135.00
1	Truck	3	Hours	@	\$ 30.00	\$		90.00
	Dumpster					\$		-
						Sub-Total:	\$	360.00
Straight Time Move								
1	Installer	2	Hours	@	\$ 67.50	\$		135.00
1	Driver/Lead	8	Hours	@	\$ 50.00	\$		400.00
6	Mover	8	Hours	@	\$ 45.00	\$		2,160.00
1	Truck	8	Hours	@	\$ 30.00	\$		240.00
						Sub-Total:	\$	2,935.00
Project Management and Third Party								
0	Project Manager	0	Hours	@	\$ 70.00	\$		-
0	Other	0	Hours	@	\$ 55.00	\$		-
						Sub-Total:	\$	-
Total Estimate :					\$			4,727.50

MATERIALS AND EQUIPMENT SUMMARY

STANDARD MOVE MATERIALS				
MATERIAL SUMMARY	\$/UNIT	# of UNITS	TOTAL	COMMENTS
Machine Carts- RENT	\$15.00	6.00	\$90.00	per week
Panel Cart	\$15.00	2.00	\$30.00	per week
Color Coding Labels	\$15.00	4.00	\$60.00	pre-deliver diff colors
Auto Bottom Boxes	\$3.50	40.00	\$140.00	pre-deliver
Painters Tape	\$15.00	1.00	\$15.00	
Paper Pads	\$2.50	25.00	\$62.50	
Shrink Wrap per roll	\$17.50	2.00	\$35.00	
Moving Pads/Blankets	\$25.00	1.00	\$25.00	
Dollies	\$5.00	15.00	\$75.00	
Dumbster Cost with delivery/pickup			\$750.00	
Rate per ton equals			\$150.00	estimate of 8 tons
			\$0.00	
COMMENTS				
Packing materials to be delivered 1 week prior to move that is TBD				
TOTAL MOVE MATERIAL COST:			\$1,432.50	

EQUIPMENT OVERVIEW

Lile Relocation Services owns and maintains all of its office moving equipment. Following are photos of equipment we use on office moves.



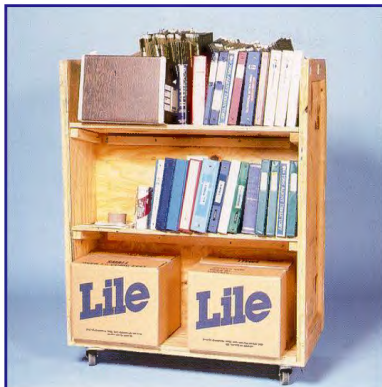
4-Wheel Dollies

Standard moving tool with a variety of uses.



PC Equipment Carts

Used to safely transport multiple PC systems without the need to pack them.



File / Library Carts

Used to transport files without having to pack them. Also allows access to files during a move. Usually delivered one



Ecrates

Industry standard for office moves. Arrive in stacks of 20 empty; stack 4 high when full. Packed boxes are set on wheels and can easily move through doorways. Used for files and larger loose items that cannot be packed easily in a standard carton. An added advantage is that they can be secured with zip ties prior to transport.



Panel Carts

Used for white boards and systems furniture.



Property Protection

Walls and floors are protected with cardboard, door jamb protectors, masonite, carpet mask and

PURCHASE AGREEMENT

Please review the following information that relates to your move. Your written acceptance will serve as formal authorization for:

1. Final charges for moving services are based on actual labor, truck and material usage, and may be more or less than the estimate.
2. Lile Relocation Services assumes a (standard) liability of \$.60 per pound, per item for loss or damage that occurs during the move.

A. Valuation Protection; \$8.50 per \$1,000.00 of declared value. \$20,000.00 minimum.

3. It is the responsibility of the buyer to set Lile's legal limit of liability by signing where noted on the bill of lading. This may be done by marking the appropriate box on the bill of lading.
4. The buyer is responsible for proper move preparation, including; labeling of all items to be moved; posting of room placards; and securing the premises.
5. The buyer should have a representative available at all times to direct the activity of the move crews, and verify that all necessary items are moved.
6. Equipment and materials left on site following a move are the property of Lile Relocation Services. The buyer is responsible for their removal.
7. The undersigned hereby authorizes Lile Relocation Services to provide moving services. Invoices will be sent to the address provided below.

Accepted Date _____

Signature Title _____

Name _____

Please provide the following billing information:

Company _____

Address _____

City / State Representative _____

P.O.# / Reference _____

Parent Co. / City / State _____

Lile Relocation Services to proceed with your move.

ated charges outlined by Lile Relocation Services. Estimates are considered to be non-binding unless clearly stated in the proposal furnished by Lile Relocation Services. It is the right of the buyer to declare a value for items while in transit. Valuation protection is available for purchase through Lile Relocation Services.

also be done in advance by notifying our office in writing. Claims for damage or loss incurred during the move are to be made in writing and will be processed within 90 days of the move. Lile Relocation Services must have uninterrupted access to and use of elevators, stairs, doorways, corridors, loading areas and directional signs; and accurate space plans to expedite the placement of materials.

Necessary requirements are met. Lile Relocation Services must have uninterrupted access to and use of elevators, stairs, doorways, corridors, loading areas and directional signs; and accurate space plans to expedite the placement of materials. Lile Relocation Services must have uninterrupted access to and use of elevators, stairs, doorways, corridors, loading areas and directional signs; and accurate space plans to expedite the placement of materials.

ess below. Payment terms are net (30) days, subject to credit approval.

location Services.

Services at the following additional costs:

processed once charges for the move have been paid in full.

reas and truck parking spaces. All work spaces are considered to be finished, free and clear of construction activity, work crews and debris.

Willamette Express Ltd.

QUALITY IS CONSISTENTLY
EXCEEDING YOUR EXPECTATIONS



HOME/OFFICE/INDUSTRIAL

Worldwide Moving & Storage

1-888-232-0022

INTERSTATE AGENT FOR STEVENS WORLDWIDE VAN LINES

May 18, 2018

**King City City Hall
15300 Southwest 116th Avenue
King City, Oregon 97224**

Ronnie Smith
Move Coordinator/City Recorder

Dear Mr. Smith,

I appreciate this opportunity to assist you with this move for King City City Hall. Thank you for taking the time to meet and discuss your upcoming relocation. You were thorough in explaining your needs and Willamette Express can provide the necessary resources at a cost in line with your requirements. This estimate of costs is based on the hours needed to complete all phases of your temporary storage.

The estimate includes costs for portal charges, installation and removal of protective floor covering (*as required*), loading and off-loading and travel time between move sites. Charges are for actual services performed and costs can increase or decrease based on your preparation and whether changes in the scope of work are made at the time of the move. **There is no rate increase when System Furniture Services are performed as part of a move project.**

KING CITY CITY HALL:

Project Locations:

15300 SW 116th Avenue
King City City Hall
King City, Oregon 97224

MOVING TO:

15300 SW 116th Avenue
King City City Hall Parking Lot
King City, Oregon 97224

Project Survey Date: 5/11/18

Erin Devine at project
site to finalize move planning and gather
information for project costs.

Access of Packing Materials:

Boxes, inventory tags
shrink wrap and tape will be delivered
two weeks prior to move date.

TO BE DECIDED MEN: 6 TRUCKS: 1 HOURS: 10	Project Date –TBD (Mid July) Crew and truck will arrive at 8:00AM and complete preparations for relocation and transport from King City City Hall to the temporary location in the King City City Hall parking lot. <i>(if no requested or unavoidable changes occur)</i> To include: completion of move activities; debris removal and site policing;
Supply & Equipment Pick-Up:	- Pick-up unused moving supplies and equipment kept after end of main move activity.
Estimated Project Time:	- 10 hours for transport of office contents and furnishings to new location as described at Project Survey.

KING CITY CITY HALL:

60 man-hours @ \$76.72 per hour: \$ 4,603.20
(removal)

48 man-hours @ \$76.72 per hour: \$ 3,682.56
(put-back)

20 hours truck time @ \$25.95 per hours: \$ 519.00

- Material Supplies, including:

- 40 boxes (3.0 cu. ft.) @ \$3.10 each: \$ 124.00

- 200 boxes (1.5 cu. ft.) @ \$1.80 each: \$ 360.00

- 500 inventory tags @ \$0.05 each: \$ 25.00

- 2 rolls shrink wrap @ \$32.80 each: \$ 65.60

- Office carts @ \$4.50 each: **(no charge)** \$ 0.00

- Library carts @ \$4.50 each: **(no charge)** \$ 0.00

- 14 rolls of tape @ \$4.20 each: \$ 58.80

Supply Costs estimated at: \$ 633.40

Dump Fee @ \$175.00 per ton: **(TBD)**

5% Fuel Surcharge: **(no charge)**

Estimated Moving Cost: \$ 5,755.60
(Removal & Supplies)

Estimated Moving Cost: \$ 3,682.56
(Put-Back)

Estimated Moved Total: \$ 9,438.16

NOTE: Moving and System Furniture Service costs are based on
our competitive rate of
\$35.20 per man per hour labor rate
(No rate increase for System Furniture Service)
and \$25.95 per van per hour transportation rate.

EFFICIENT PREPARATION CAN REDUCE PROJECT COSTS.

Project Plan prepared by:

Erin Devine, Office and Industrial Sales

Erin Devine

Office and Industrial Sales

Willamette Express, Ltd.

Agent for Stevens Worldwide Van Lines

Project Plan Accepted By:

Ronnie Smith

NOTE: Transit Protection for items moved and loss protection for system furniture
Items worked on or transported is at \$0.60 per pound, per item.

Additional coverage may be purchased for depreciated and full value replacement



KING CITY COUNCIL STAFF REPORT

Agenda Item: 7.4
Meeting Date: July 18, 2018

To: Mayor and Council

Through: Mike Weston, City Manager

Subject: Mobile Structure Proposals

From: Ronnie Smith, City Recorder & GIS Specialist
Date: July 12, 2018

ACTION REQUESTED

Given the comparison of the two (2) bids staff is recommending to the City Council to discuss and consider approving the proposal/agreement from Pacific Mobile Structures.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

Over the past month staff has been requesting informal proposals from several mobile structure services companies. To date staff has sent out three (4) informal request and have received two (2) back. One request came back as undeliverable from the U.S. postal service.

FINDINGS

Company	Quantity	Term	6 Months Total
Pacific Mobile Structure	3	6 Months	\$11,227.50
Mod Space	3	6 Months	\$12,804.24

Overall Staff feels that Pacific Mobile Structures and ModSpace bids are both comparable, the only real differences is that ModSpace does not have any 10' by 30' with restrooms. The 10x30 will fit in our limited space around City Hall. Based on the language in both bids, there may be an increase of costs due to unforeseen issues.

BACKGROUND

N/A

CONCURRENCE

The City Manager concur with these findings

FISCAL IMPACTS

This may increase the amount of employee time to oversee the sit drop off area

WORKLOAD IMPACTS

This project will temporarily increase the workload for staff and management.

ALTERNATIVE

ATTACHMENTS

1. Exhibit A – Relocation Services Proposals

ATTACHMENTS

RENTAL QUOTE

Date: 7/9/2018
 Quote Number: 119151
 Lease Term: 6 Months

City of King City
 15300 SW 116th Avenue
 King City, OR 97224
 Ronnie Smith 503.639.4082
 rsmith@ci.king-city.or.us

SITE ADDRESS
 City of King City
 15300 SW 116th Avenue
 King City, OR 97224



Sales Consultant:
 Amy Hartnell
P (503) 722-2998 **F** (503) 722-2988
 amyj@pacificmobile.com

Date Needed:

Description	QTY	Office/RR	QTY	Office w/RR	QTY	Office w/RR
Please check your desired unit(s) and options		<input type="checkbox"/> 10x30 RR		<input type="checkbox"/> 10x30 RR		<input type="checkbox"/> 10x30 RR
Rental Rate	1	<input checked="" type="checkbox"/> \$413.00	1	<input checked="" type="checkbox"/> \$413.00	1	<input checked="" type="checkbox"/> \$413.00
Steps - OSHA Compliant	2	<input checked="" type="checkbox"/> \$20.00	2	<input checked="" type="checkbox"/> \$20.00	2	<input checked="" type="checkbox"/> \$20.00
Personal Property Taxes	1	<input checked="" type="checkbox"/> \$10.75	1	<input checked="" type="checkbox"/> \$10.75	1	<input checked="" type="checkbox"/> \$10.75
Sec Bars - Window	1	<input checked="" type="checkbox"/> \$15.00	1	<input checked="" type="checkbox"/> \$15.00	1	<input checked="" type="checkbox"/> \$15.00
Total monthly rental cost (checked items only)		\$458.75	\$458.75		\$458.75	
Delivery Freight	1	<input checked="" type="checkbox"/> \$340.00	1	<input checked="" type="checkbox"/> \$340.00	1	<input checked="" type="checkbox"/> \$340.00
Standard Set	1	<input checked="" type="checkbox"/> \$100.00	1	<input checked="" type="checkbox"/> \$100.00	1	<input checked="" type="checkbox"/> \$100.00
Total setup cost (checked items only)		\$440.00	\$440.00		\$440.00	
Return Freight	1	<input checked="" type="checkbox"/> \$340.00	1	<input checked="" type="checkbox"/> \$340.00	1	<input checked="" type="checkbox"/> \$340.00
Standard Breakdown	1	<input checked="" type="checkbox"/> \$100.00	1	<input checked="" type="checkbox"/> \$100.00	1	<input checked="" type="checkbox"/> \$100.00
Cleaning	1	<input checked="" type="checkbox"/> \$110.00	1	<input checked="" type="checkbox"/> \$110.00	1	<input checked="" type="checkbox"/> \$110.00
Total return cost (checked items only)		\$550.00	\$550.00		\$550.00	
Damage Waiver		<input type="checkbox"/> \$37.17		<input type="checkbox"/> \$37.17		<input type="checkbox"/> \$37.17
Monthly property damage waiver cost (checked items only)						
**All charges for the Term of 6 Months		\$3,742.50	\$3,742.50		\$3,742.50	

*R.I.E. = Rate In Effect at Term End

Note: Items manually checked will be reflected on your Order Confirmation. Two weeks notice required for pick up of building.

**Pricing does not include applicable sales tax, personal property tax, building permits or fees, low voltage systems, testing or inspections, fire ratings / sprinklers. Unless otherwise specified pricing also does not include ADA access to building, prevailing wages for site work, removal or axles / hitches, or transport pilot cars & permits. All site improvements are not included. If the site is not dry, compacted, level, and accessible by normal delivery truck, then there could be additional trip, labor, and/or equipment charges. Building pad needs to be a minimum of 1,000 PSF and no more than 6" grade difference. Extra trip charges may also occur if customer decides to stop work on-site.

Quote is good for 30 days and limited to availability of stock on hand. By signing, the customer is authorizing Pacific Mobile Structures to process the order for the selected equipment and services upon approval of credit. This authorization will convert this quotation into an Operating Lease Agreement bound by the Terms and Condition on Page Three (3) of this quotation. An Order Confirmation will be sent to the designated e-mail address on file.

Customer Authorized Representative _____ Date _____

LEASE/RENTAL TERMS AND CONDITIONS

This is an agreement between Pacific Mobile Structures, Inc. (PMSI) and Renter.

1. Basic Terms/Quote Form - The basic terms of this Agreement, including but not limited to, rental price, Renter's identity, are set forth in the cover letter and Quote Form accompanying these Terms and Conditions. Additional terms and details agreed upon after Renter returned its signed Quote Form are set forth in the Order Confirmation. Renter acknowledges that absent written notice within 48 hours of receiving the Order Confirmation, the additional terms and details therein are deemed incorporated into this Agreement. The following terms and conditions also apply to this Agreement.

2. Access/Site Conditions/Utility Service - Renter shall provide free and clear access for delivery and return of leased equipment by standard mobile transport vehicles. Renter shall provide firm and level ground on no more than six-inch slope from one end to the other for safe installation of the leased equipment. Site selection is the sole responsibility of Renter and PMSI shall have no liability for determining the adequacy of any site. Furthermore, PMSI solely reserves the right, for any reason, to refuse to release delivery to any site it deems inadequate for use or installation. Renter shall be responsible for obtaining any permits required to install and operate the equipment. Renter shall provide at Renter's expense adequate electrical power, water and other utility services with proper connection to leased equipment.

3. Other Fees, Expenses and Taxes - In addition to the rental payments provided for herein, Renter shall pay all expenses, fees, charges, and fuel surcharges incurred in connection with the leased equipment during its delivery, use and recovery. Additional charges include, but are not limited to, the following instances: (1) where travel permits and/or pilots are required for delivery; (2) where the delivery site is not a level, compacted and accessible site; (3) where tie downs are required - if the tie down option is not taken, Renter assumes liability; (4) where alternate steps are needed (temporary step furnished but steps may not meet all local codes). In addition, return costs are to be at the prevailing rate at termination of lease, thus they are subject to change depending on special circumstances such as fuel costs and delivery routes. Sales tax is not included in the return freight deposit and will be billed on the final invoice. Renter also agrees to pay any fines, servicing costs, sales taxes, use taxes, personal or real property taxes and other use taxes, and all assessments and other governmental charges whatsoever payable on Renter's use, possession, rental, shipment, transportation, delivery or operation thereof. An early termination fee may be assessed if lease is cancelled prior to the term end date.

4. Delivery by PMSI / Location and Return of Leased Equipment - PMSI shall not be liable to Renter for any failure or delay in delivering the leased equipment. By taking delivery thereof Renter acknowledges that the leased equipment is in good working condition, free of any physical defect or damage, and is fit for the purpose for which it is leased. Further, the leased equipment shall remain at the delivery site until the termination of this lease, at which time PMSI shall pick up the leased equipment. The leased equipment shall not be moved without PMSI's prior written consent. Two weeks' notice is required prior to equipment return date.

5. Lawful Use, Assignment, and Subletting - Renter shall use or permit the use of the leased equipment only for lawful purposes and operate in compliance with all laws. If the leased equipment is used by any party in association with unlawful activity prior to it being returned to PMSI, Renter agrees to reimburse PMSI upon demand for any and all incidental costs PMSI incurs, including, but not limited to, time and cost expenses associated with participating in governmental administrative or law enforcement processes, attorney fees, and remedial costs. Renter shall not assign, transfer, sublet, or in any way assign its rights hereunder, and shall not pledge, permit to be lien, mortgage, or otherwise encumber its rights or interests hereunder. All third-party claims of possession, interest or ownership outside those of PMSI's or the Renter, as stated herein, shall be deemed invalid.

6. Insurance - Renter, at its expense, will obtain and keep in force Property damage insurance-special form, replacement cost coverage, with PMSI added as loss payee, ATIMA. Renter will also indemnify PMSI with respect to all liability in accordance with the provision of Paragraph 9 and provide general liability protection in the amount of \$1,000,000 each occurrence listing PMSI as additional insured. If Renter shall fail to produce the required property insurance coverage certificate within ten (10) days from the commencement of the Lease, they are automatically opted into the Property Damage Waiver Program referenced in Section 7 until proof is presented.

7. Property Damage Waiver Program Option - Renter's participation in the Property Damage Waiver program relieves the requirement that Renter provide PMSI with a property damage insurance certificate, as required in the preceding Insurance paragraph. However, general liability insurance still needs to be submitted per the prior paragraph's requirements. Moreover, the waiver fee is not an insurance policy, as Pacific Mobile in not an insurance company. The waiver is specifically for the unit listed and solely limits the customer's property liability in regard to fire, theft, vandalism and malicious mischief. The following limitations also apply: The Renter is responsible for a \$2,000 property damage deductible, per unit/per loss occurrence. The waiver fee only covers the unit itself, and Renter is responsible for insuring the contents. The waiver does not apply if the property damage is caused by any of the following: acts of God (earthquake, seismic activity, high winds, hurricane, tornado, flood), acts of terrorism, building contents, damages caused by Renter or its employees, collision damage from vehicles and other equipment, collision damage while being transported or moved, abuse or neglect by Renter. The responsibility for property damage due to these perils is on the Renter. **Cancellation:** Either party can cancel the waivers with 10 days prior written notice. If the waivers are canceled, the customer must provide insurance. The waiver fees must be paid in order for this option to be valid. If the customer fails to pay their rent or the waiver fees the waivers are terminated automatically. **Claims:** Must be reported by fax or email within 48 hours of their occurrence for the Property damage waiver to be valid.

8. Accidents or Claims - Renter shall within 24 hours after any property damage or casualty event involving the leased equipment notify PMSI by telephone, and within 48 hours notify PMSI in writing. Said report shall state the time, place, and nature of the event, the damage sustained, the names and addresses of persons involved, persons injured and witnesses, and any other information relating to said event and it shall promptly forward to PMSI all correspondence, notices or documents received in connection with any claim or demand relating to the leased equipment or its operation, and shall aid in the investigation and defense of all such claims and demands. Nothing herein shall be deemed to modify the provisions of the paragraph herein in which Renter holds PMSI harmless and indemnifies PMSI against all these matters, and PMSI shall have no responsibility to take any action whatsoever in the event of such casualty.

9. Non-Liability of PMSI and Indemnification - Unless caused solely by PMSI's negligence, PMSI shall not be liable to Renter for any loss, damage, or expense of any kind or nature caused directly or indirectly by the leased equipment or by the use, maintenance, operation, handling or storage thereof, or for the loss of Renter's business or damages whatsoever or howsoever caused. Renter does hereby indemnify PMSI and holds PMSI, its agents and employees harmless from any and all losses, damages, claims, demands, or liability of any kind whatsoever, including legal expenses and attorney's fees arising from the use, condition or operation of the leased equipment.

10. Maintenance, Damage and Destruction - Renter shall at Renter's own expense at all times keep the equipment in good and efficient working order, condition and repair and shall maintain thereon such identification of ownership as PMSI may require. PMSI will maintain and make any repairs required from normal use to the roof, doors, windows, light fixtures, heating, ventilating and air conditioning systems, except that Renter shall replace heating, ventilating and air conditioning filters and burnt out lamps as required and pay for any damage caused by the Renter. Renter shall bear the risk of damage, theft or destruction of the leased equipment from every cause, except as outlined in paragraph 7, if selected, and shall make all replacements, repairs or substitution of parts of equipment thereon at its expense, all of which shall constitute Renter's obligatory maintenance of the leased equipment. If Renter does not adequately maintain the equipment or adequately repair any damage for which Renter is responsible, PMSI shall have the option to perform the maintenance or repair at Renter's expense. Renter shall at its expense provide adequate janitorial service to keep the leased equipment in good condition, fair wear and tear excepted. On termination of this lease, the leased equipment shall be returned to PMSI in the same condition as when delivered, fair wear and tear excepted.

11. Inspection by PMSI - PMSI may inspect the leased equipment at any reasonable time, and may post any notice of non-responsibility or interest protecting notice.

12. Default - Renter defaults on this Agreement if Renter fails to: make timely payment of any rent installment or other amount due and payable; or, comply with the other terms, covenants, or conditions herein. Default also occurs if Renter or its creditors files for relief under any bankruptcy or similar debtor relief law, or if Renter assigns for the benefit of creditors, or if a receiver is appointed to take possession of any assets of Renter. Upon default, PMSI may at its option immediately terminate Renter's right to possession of the leased equipment by giving written notice to Renter. This right is not limited in instances where the unit is being used as commercial office space or for any other commercial purposes. Renter agrees that the essence of this Agreement is that PMSI is leasing equipment. Renter's use of such equipment as commercial office space or other commercial use is incidental. The leased equipment shall remain personal property regardless of its use or manner of attachment to realty and real property laws do not apply to this Agreement. Upon PMSI's written notice of default to Renter, Renter agrees that the leased equipment shall be surrendered to PMSI and PMSI may take possession thereof by entering upon Renter's premises without further notice of repossession. **Upon repossession,** PMSI shall retain all rents and any other amounts paid by Renter hereunder. Repossession by PMSI or the surrender of the leased equipment to PMSI shall not affect the right of PMSI to recover from Renter any and all damages which PMSI shall have sustained by reason of Renter's breach. PMSI reserves the right to (a) relet the leased equipment and apply any net proceeds as an offset to any unperformed Renter term, or (b) sell the leased equipment and apply the net proceeds as appropriate under the circumstances to Renter's unperformed financial obligations, or (c) cancel and terminate the lease. In addition to any other remedies provided for herein, PMSI may recover from Renter the worth at the time of the termination of the lease the unperformed value of the lease.

13. Renter's Possession on Termination - If Renter retains possession of the leased property beyond the term expiration date without proper written renewal notice, PMSI shall have the option of (i) repossessing its property at any time without notice or (ii) deeming this Agreement renewed as a month to month tenancy.

14. Attorney's Fees, Collection Fees, Costs, Interest - If Renter defaults on this Agreement, PMSI shall be entitled to recover from Renter all items of damages, costs and expenses, including court costs and reasonable attorney's fees, incurred by PMSI to enforce its rights and remedies hereunder. PMSI shall also be entitled to interest on delinquent payments at the maximum rate permitted by law.

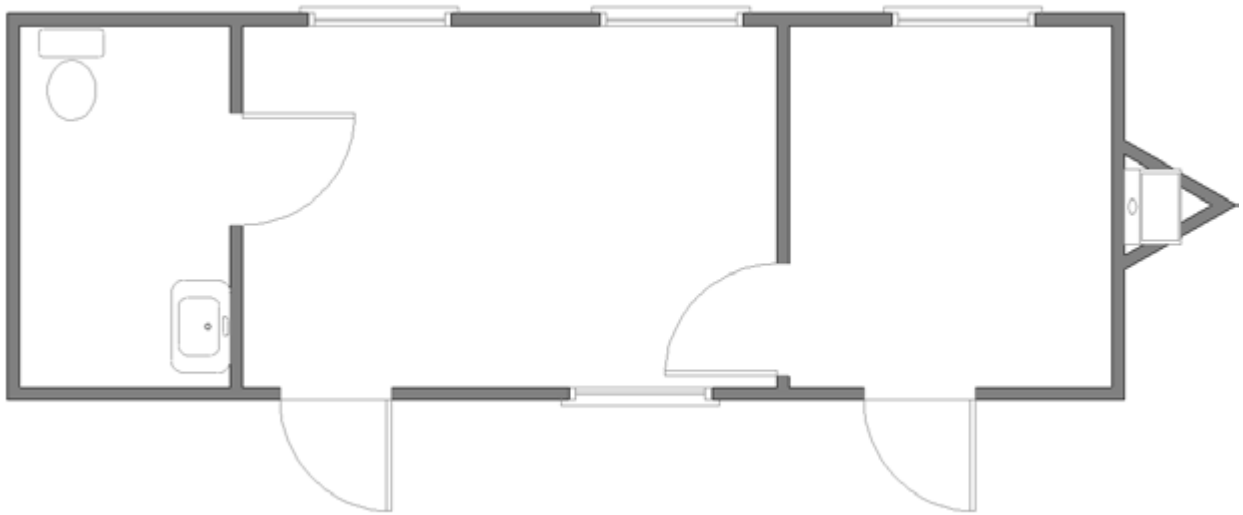
15. Miscellaneous - This Lease shall be construed and interpreted under the laws of the state of Washington. All signed copies shall constitute duplicate originals.

16. Notices - All notices required under the term and provision of the Lease shall be in writing and shall become effective when: deposited in the United States mail, with proper postage prepaid, addressed to the parties at the respective addresses appearing herein; and/or, upon actual delivery by other means, including electronically.

Floor Plan:

10'x30' Office with Restroom - Two Rooms

Floor plans may vary according to building model, size and specifications.
Interior partitioning is optional and fully customizable.



Optional interior walls shown and may include additional costs.

SPECIFICATIONS:






- Ducted heating and air conditioning
- Commercial grade tile floors
- Metal entry doors with deadbolts
- Acoustical sound dampening ceilings
- Built to the state commercial building code

ACCESSORIES PRICE LIST



Please mark the desired quantities in each box and provide your completed order to your sales consultant. Your lease/quote will be updated accordingly.

Pricing represents price per item per month.

 <p>\$4.00/ea. QTY___</p> <p>Stackable Chair <i>Typically Padded</i></p>	 <p>\$3.00/ea. QTY___</p> <p>Folding Chair <i>Unpadded</i></p>	 <p>\$10.00/ea. QTY___ Size___</p> <p>5'-8' Folding Table <i>Plastic or Laminate</i></p>	 <p>\$10.00/ea. QTY___</p> <p>Standard Plan Table 36" deep <i>Type varies by location</i></p>
 <p>\$35.00/ea. QTY___</p> <p>30"x60" Steel Desk</p>	 <p>\$12.00/ea. QTY___</p> <p>Rolling Chair w/Arm Rests</p>	 <p>\$45.00/ea. QTY___</p> <p>Combo: Desk, Rolling Chair and Chair Mat</p>	 <p>\$30.00/ea. QTY___</p> <p>Storage Cabinet 36"x72"x18" <i>Typically Metal</i></p>
 <p>\$10.00/ea. QTY___</p> <p>2-Drawer Letter File Cabinet</p>	 <p>\$20.00/ea. QTY___</p> <p>4-Drawer Letter File Cabinet</p>	 <p>\$15.00/ea. QTY___</p> <p>48" Bookcase w/3-4 Shelves</p>	 <p>\$20.00/ea. QTY___</p> <p>60"-72" Bookcase w/5-6 Shelves</p>
 <p>\$60.00/ea. QTY___</p> <p>16-19 Cu. Ft. Refrigerator <i>Smaller sizes avail. upon request</i></p>	 <p>\$15.00/ea. QTY___</p> <p>1.5-2.2 Cu. Ft. Microwave</p>	 <p>\$15.00 Yes___</p> <p>Security Window Bars included on all windows</p>	 <p>\$5.00 Yes___</p> <p>Security Door Bar(s) included on all doors</p>

Please note: All items are subject to available inventory. Prices shown are suggested and may vary based on quantity, condition and location. Item colors/types may vary by location.
This pricing is based on rentals of three months or longer.

DELIVERY INFORMATION FORM



Sales Consultant:
Amy Hartnell
P (503) 722-2998 **F** (503) 722-2988
amyj@pacificmobile.com

Preferred Delivery Date: _____ **AM** **PM**

Site Name: _____

Special Driving Instructions:

Address: _____

Contact: _____

Cell #: _____

Is site accessible for normal truck delivery? Yes No If no, explain below (Could require forklift, crane, wider or higher access)

Will we need to roll the building sideways or nose it into correct position at site? Yes No If Yes, explain below:

Site Surface: Dirt/grass Asphalt Concrete Gravel

Site Condition: Level Unlevel If unlevel, explain below:

Additional Comments: (Site access or safety meetings, PPE requirements, etc.)

ACCOUNTING & BILLING INFORMATION



Billing Address Information:

Please be sure to include any special mailing instructions

Attn:

☐ This is an update to existing billing information

☐ I am a new customer with Pacific Mobile Structures

☐ I wish to have my invoices emailed to:

Please include contact information regarding billing or payment information

Accounting or Accounts Payable contact information:

Name:

Phone:

Fax:

Any additional billing information specific to this lease:



This Offer Created For:
City of King City

Date: 07/12/2018
Offer #: 358643
Offer Expires: 9/10/2018

800-523-7918

Customer Billing Address

City of King City
15300 sw 116th ave
King City, OR 97224
Contact : Ronnie Smith
Phone : 503-639-4082 Ext.
Email : rsmith@ci.king-city.or.us

ModSpace Service Center

OR-Portland
13132 N. Woodrush Way
Portland, OR 97203
Phone : 1-866-322-0120
Email : branch.info@modspace.com

Delivery Address

15300 sw 116th ave
King City, OR 97224

Offer Type: Operating Lease

Only Modspace Offers You The Ultimate Confidence Pledge

Building Rental: SNGL1044				
Asset # :				
<u>Quantity</u>	<u>Term</u>	<u>Frequency</u>	<u>Rental Each</u>	<u>Monthly Rental</u>
3	6	Monthly	\$428.00	\$1,284.00
Total Monthly Rental:				\$1,284.00
Additional Items				
<u>Quantity</u>	<u>Description</u>		<u>Rental Each</u>	<u>Rental Total</u>
3	Personal Property Expense		\$25.68	\$77.04
6	Step Rental		\$35.00	\$210.00
Total Additional Monthly Items:				\$287.04
Delivery, Installation & Removal (One-Time Items)				
<u>Quantity</u>	<u>Service Description</u>		<u>Each</u>	<u>Total</u>
	<u>Delivery</u>			
3	Fuel Charge		\$18.00	\$54.00
3	Transportation of Building		\$465.00	\$1,395.00
	<u>Installation</u>			
24	Anchor Installation		\$69.00	\$1,656.00
3	Block & Level		\$91.00	\$273.00
Total Delivery and Installation:				\$3,378.00
	<u>Remove</u>			
3	Remove Anchors		\$*	\$*
3	Unblock		\$*	\$*
	<u>Return Delivery</u>			
3	Fuel Charge		\$*	\$*
3	Transportation of Building		\$*	\$*
Total Removal:				\$*



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Date: 07/12/2018
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800-523-7918

Customer Billing Address

City of King City
15300 sw 116th ave
King City, OR 97224
Contact : Ronnie Smith
Phone : 503-639-4082 Ext.
Email : rsmith@ci.king-city.or.us

ModSpace Service Center

OR-Portland
13132 N. Woodrush Way
Portland, OR 97203
Phone : 1-866-322-0120
Email : branch.info@modspace.com

Delivery Address

15300 sw 116th ave
King City, OR 97224

Total Monthly Rental:	\$1,571.04
Total Monthly Tax:	\$0.00
Total Monthly Amount:	\$1,571.04
Total One-Time Amount:	\$3,378.00
Total Tax on One-Time Items:	\$0.00
Total Amount Including 6 Month(s) Rent, Taxes, Delivery, Installation & Removal*:	\$12,804.24

Modular Space Corporation (dba "ModSpace"), 1200 Swedesford Road, Berwyn, PA 19312, CA Contractor License # 763309.

* If Building Return and Removal amounts are not specified, such items will be billed at current rates at time of termination. *

Tax rates vary and are determined by the state, local, federal and/ or provincial tax jurisdictions, they are subject to change at any time without notice. Taxes are estimated and will be finalized based upon either the actual delivery address or in accordance with the laws of the various jurisdictions.

If sales tax exempt, proof of exempt status is required and must be validated by ModSpace prior to contract finalization.

Prevailing/ Davis-Bacon Wage Applicable:

Badging or Access Requirements Applicable:

Union Labor:



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Phone : 1-866-322-0120

Email : branch.info@modspace.com

Delivery Address

15300 sw 116th ave
King City, OR 97224

0.00

Have everything you need to succeed?

Our wide range of support products and services make you more productive from Day 1. Here are few additional options:

Initial		Frequency	Quantity	Amount (each/item)
<input type="checkbox"/>	Insurance US-Damage Waiver	Monthly	3	\$75.00
<input type="checkbox"/>	Insurance US-Optional General Liability	Monthly	3	\$19.50
<input type="checkbox"/>	VAP Furniture-Folding Table Rental	Monthly	1	\$10.00
<input type="checkbox"/>	VAP Furniture-Stack Chair Rental	Monthly	1	\$5.00
<input type="checkbox"/>	VAP-Furniture Package Breakroom	Monthly	1	\$54.00
<input type="checkbox"/>	VAP-Furniture Package Drafting Room	Monthly	1	\$119.00
<input type="checkbox"/>	VAP-Furniture Package Office	Monthly	1	\$117.00
<input type="checkbox"/>	VAP-Furniture Package Rectangular Conference	Monthly	1	\$148.00
<input type="checkbox"/>	VAP-Furniture Package Round Conference	Monthly	1	\$85.00

Furniture delivery and return fees will vary based on quantity and delivery location. A minimum furniture order amount may be required. Your ModSpace representative can provide more information.



This Offer Created For:
City of King City

Date: 7/12/2018
Offer #: 358643
Offer Expires: 9/10/2018

Installation items based on level, flat compacted surface not to exceed 6" slope within 100' or additional charges may apply. Additional items will be billed in the event site is not ready or for any reason ModSpace is not allowed to do their scope of work upon arrival at site.

This Offer is subject to ModSpace's credit approval of Customer. ModSpace does not warrant that the equipment meets any local or state code not specifically listed herein. Pricing quoted herein is open for Customer's acceptance for sixty (60) days from the date of this Offer and excludes all state and local taxes, fees, permits and utility connections (unless specifically stated otherwise). Equipment is subject to availability. Unless otherwise stated herein, all site services are to be performed by non-union labor at non-prevailing wage. Customer is to provide clear and unobstructed access for delivery and installation of the equipment by standard mobile transport delivery. Customer is responsible for site preparation including, without limitation, site preparation, grade alterations, water and snow removal, providing firm and level ground and the identification and relocation of utility lines prior to ModSpace's arrival at the site. ModSpace shall not be responsible for and assumes no liability for the fitness or adequacy of the site, including availability, relocation, or mark-out of utilities. Any Value Added Product or Service ("VAPS"), including, but not limited to, storage containers, sanitary holding tanks, water delivery systems, portable toilets, wash stations, toilet trailers, septic tanks, generators, furnishings, security systems, internet service quoted by ModSpace are provided by ModSpace strictly as a matter of convenience to the Customer. ModSpace only serves as a billing agent for the third party vendor and assumes no liability for the performance of product or service offered. Customer's acceptance of the VAPS is subject to additional product specific terms and conditions. By signing below, customer accepts the terms of this Offer, leases the modular equipment and, if applicable, the VAPS identified herein, and agrees that such signature constitutes Customer's acceptance of and agreement to the Terms and Conditions of the ModSpace Lease Agreement, as well as, any product specific VAP offered herein. All such terms and conditions are located at <https://www.modspace.com/en/resources/terms-and-conditions>. Customer may request a copy of any such terms and conditions from a ModSpace representative. If Customer has previously executed a master agreement with ModSpace, those terms and conditions are incorporated as if fully set forth herein and are hereby supplemented, by reference contained herein, by the terms and conditions of any accepted VAP. Any customer purchase order or other customer-provided document purporting to replace, supersede or supplement the terms and conditions of the ModSpace Lease Agreement shall carry no force or effect except as an instrument of billing.



This Offer Created For:
City of King City

Date: 7/12/2018
Offer #: 358643
Offer Expires: 9/10/2018

By: _____
(Authorized Customer Signature)

By: _____
(Modular Space Corporation)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Purchase Order #: _____

Job Name: _____

Tax Exempt: Yes_____ or No_____

If Yes, Please issue the certificate to Modular Space Corporation and return with the signed offer or contract.

ALL RIGHT, TITLE AND INTEREST OF MODULAR SPACE CORPORATION HEREUNDER HAS BEEN PLEDGED TO, AND IS SUBJECT TO THE SECURITY INTERESTS AND LIENS OF, BANK OF AMERICA, N.A., AS AGENT, PURSUANT TO THAT CERTAIN FOURTH AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT, DATED AS OF MARCH 2, 2017, AMONG MODULAR SPACE CORPORATION, THE OTHER BORROWERS PARTY THERETO, THE GUARANTORS PARTY THERETO, BANK OF AMERICA, N.A., AS AGENT, AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AS AMENDED, RESTATED, AMENDED AND RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME AND PURSUANT TO CERTAIN SECURITY DOCUMENTS DELIVERED THEREUNDER. MODULAR SPACE CORPORATION SHALL HAVE NO RIGHT TO TRANSFER ITS RIGHT, TITLE OR INTEREST HEREUNDER TO ANY PARTY EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE RELEVANT LOAN DOCUMENTS.



Date: 07/12/2018
Offer #: 358643

If providing your own insurance you must supply your agency information below:

I (the lessee) have insurance in accordance with section 9 of the lease agreement. I will deliver the required certificates of insurance to ModSpace prior to delivery of the leased equipment. Modular Space Corporation must be listed as "Additional Insured" with \$1,000,000 minimum liability coverage & "Loss Payee" to include the full insurance value. If I fail to deliver the required insurance certificates prior to delivery, I understand that Modular Space Corporation has the right to add both the Optional General Liability and Damage Waiver Program to my lease.

Agency Name: _____

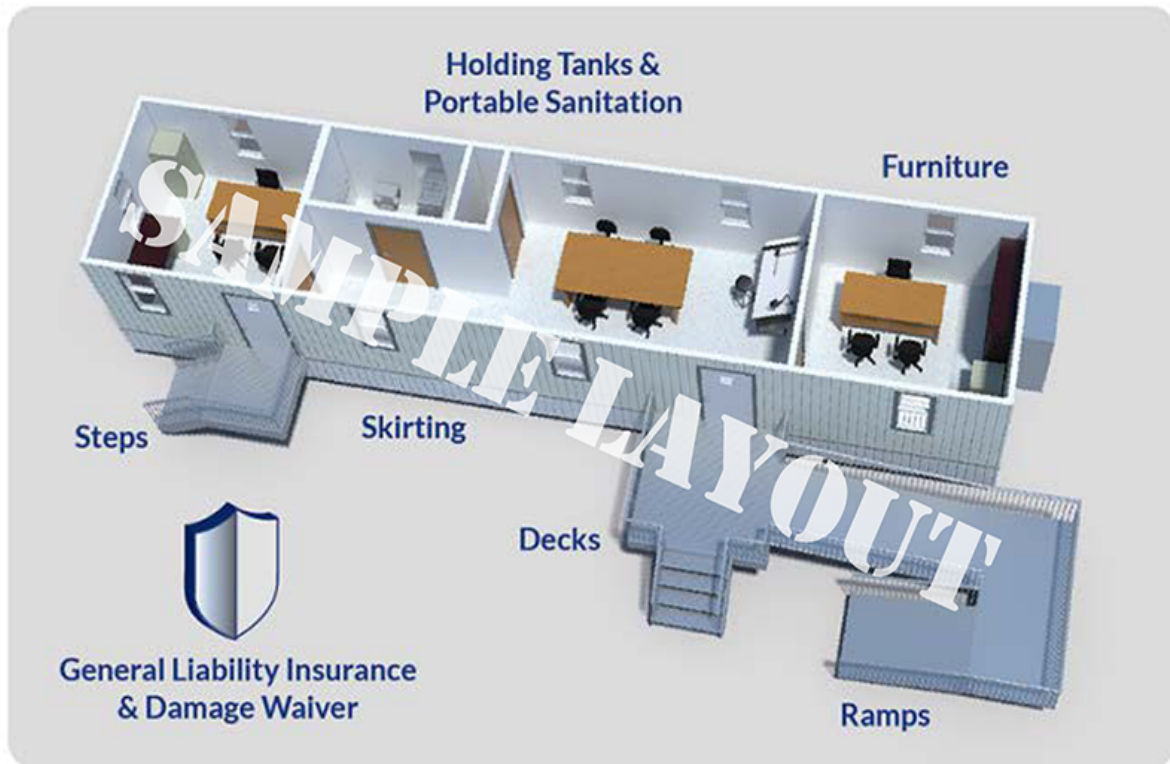
Phone: _____

Signature: _____



Missing something? We have what you need.

Let us help with furniture, steps, ramps, portable restrooms, holding tanks and more.
One call. One provider. One bill. Contact your sales representative or call 800-523-7918.



For illustrative purposes only. Not intended to be a representation of the actual building or additional equipment/services you are expecting to have delivered.

Got Your Quote... Get The Hub



**THE
Hub™**

**A Faster, Easier Way to
Manage Your Lease**

Free App for Mobile or Desktop

- Track deliveries
- Request service
- Add equipment
- Schedule returns
- Plan your next project
- Request a quote

Visit ModSpace.com/Hub for more information.



LeafLLC
P.O.Box 1846
Lake Oswego, OR 97035 US
(503) 704-5000
gary@leafllc.com
<http://www.leafllc.com>

ESTIMATE

ADDRESS

City of King City/Attn: Michael
City Manager
15300 SW 116th Ave.
King City, Or. 97224

ESTIMATE # 1783

DATE 06/28/2018

ACTIVITY	QTY	RATE	AMOUNT
Landscape Service:Landscape Maintenance Services Weekly service includes mowing,edging,cleaning of planting beds,weeding,pruning and blowing of surfaces at completion.All landscape debris will be removed off site with debris fees included. Monthly Service Fee \$1500.00 (King City Park)	1	0.00	0.00
Landscape Service:Landscape Maintenance Services Weekly service includes mowing,edging,cleaning of planting beds,weeding,pruning and blowing of surfaces at completion.All landscape debris will be removed off site with debris fees included. Monthly Service Fee \$265.00 (City Hall)	1	0.00	0.00
Landscape Service:Landscape Maintenance Services Fall/Spring Clean Up- service includes ,cleaning of planting beds,weeding,pruning and blowing of surfaces at completion.All landscape debris will be removed off site with debris fees included. One Time Fee \$1500.00	1	0.00	0.00
Bark Bark (15-Units) \$495.00/Unit	1	0.00	0.00
Irrigation System T/M	1	0.00	0.00

Accepted By

Accepted Date



King City Park & City Hall

June 21st, 2018

Ronnie Smith
City of King City
C/o King City Park & City Hall
King City, OR

Dear Ronnie,

Brightview is pleased to submit a professional landscape proposal for King City. We understand the importance of your community landscape in the lives of your residents and guests. You are busy living, working, and enjoying life. We hope to partner with you to handle the safety, beauty, and health of your community landscape and irrigation, so you don't have to.

Brightview hopes King City Residents & visitors feel a sense of pride in their community, while receiving quality services with proactive landscape solutions, and we plan to help you accomplish this. We appreciated your time in helping us identify these needs and expectations for your community, and feel we have the experience to successfully instill pride, beauty and health to your landscape. Brightview is committed to transforming your landscape to become a focal point for everyone who gets to enjoy it.

The enclosed proposal was developed to demonstrate how our experienced and skilled team will achieve your landscape goals and keep your property looking its best. By working with Brightview Landscape we can achieve the following:

- **Landscape Experience** – We are uniquely experienced to care for your City Park & City Hall landscape. With experienced crews and account managers familiar with the care and detail needed to maintain a newly installed landscape, we will work to continually maintain an attractive landscape to ensure “curb-appeal” and safety throughout your properties. We are constantly inspecting to ensure the landscape is well fertilized and free of weeds. We also ensure your landscape is free of overgrown, struggling or dying foliage.
- **Enhance ‘Curb Appeal’ and Property Value** – Landscape plays a pivotal role in making a good first impression and we want to drive that value at King City Park. We will care for newly installed plant life through proper pruning, fertilization, irrigation, and recommended upgrades and enhancements. This is crucial to the health and sustainability of your plants and we are well training and equipped to handle this job.
- **Provide Proactive, Solutions-Focused Communication** – We understand that one of the most common complaints with landscape maintenance suppliers is poor communication. With Brightview, we will assure you have proactive, solutions-focused communications. Together you and your account manager will determine how you wish to hear from us, the frequency, and whether you prefer written or verbal communications.
- **Irrigation Water Management** - Our long term goal is to manage the landscape of King City and to extend the life and beauty by providing proper care and horticultural management of the landscape. One critical aspect of this management is irrigation. Brightview will continue to meet the short term and long term needs of your community by providing superior service to reduce irrigation management costs and identify necessary repairs, ensuring the success of your landscape.

As an experienced partner delivering both local expertise and national resources, we understand how a well-maintained landscape attracts people, adds to your property value and contributes to your community’s success. When you partner with Brightview, you will have a team of local professionals dedicated to this careful stewardship of your landscape and its enduring beauty and value.

Thank you for the opportunity to submit this proposal. I will follow up with you in the next few days to answer any questions you may have. Feel free to contact me at (503) 894-3539 or by email at thaddeus.popof@brightview.com .

Sincerely,

Thaddeus Popof

Thaddeus Popof
Business Developer

Your Team

The crew hand selected to maintain Sofi at Cedar Mill has the skills and experience necessary to meet your specific needs and expectations. Meet your team:

Team Member	Job Title	Job Responsibility
Matt Triplett, OLCP, LIC-M,T, CLIA (30 yrs exp.)	Branch Manager	<ul style="list-style-type: none">• Oversees all operations in Oregon• Supports Senior Account Manager• Performs quarterly quality inspections• Attends Quarterly Business Review
Glenn Fritts, LIC-M,T (35 yrs exp.)	Senior Account Manager	<ul style="list-style-type: none">• Accountable for your complete satisfaction• Oversees all landscape maintenance operations• Supports Account Managers• Supervises Quarterly Business Review
Jean Jung, Landscape Designer (10 yrs exp.)	Account Manager	<ul style="list-style-type: none">• Accountable for your complete satisfaction• Performs monthly quality inspections• Ensures compliance to job specifications and quality• Manages Production Manager• Interfaces with on-site contact• Designs landscape improvements
Siquio Ballines, LIC-T (14 yrs exp.)	Production Manager	<ul style="list-style-type: none">• Schedules workload for crew• Ensure readiness of workers, tools and materials• Maintains safe working conditions• Trains field personnel• Assists pruning, mowing and chemical applications• Helps identify problem areas
Jesse Stegman, OLCP, LIC-T, CLIA (15 yrs exp.)	Irrigation and Enhancement Manager	<ul style="list-style-type: none">• Supervises irrigation start-up, winterization, inspections and repairs• Develops water management strategy• Trains Irrigation technicians• Supervises enhancement crews• Ensures enhancements are completed to the satisfaction of the customer• Ensures crews are safely working with proper tools and equipment

A Landscape Plan Designed for Your Property

Every property is different and thus has a unique set of maintenance needs. We will evaluate King City Park and consider the issues you identified to create a maintenance plan designed to keep your property looking its best year-round.

Customers Sold on Brightview

In our effort to provide the best possible landscape service in town, our customers have become raving fans. But don't take our word for it. Ask them yourself!

Orchard Hill Condominiums

Portland, OR
Contact: Douglas Ulmer
Board President
503.533.0504

Avalon Park HOA

Portland, OR
Contact: Liz O' Callaghan
Landscape Committee Chair
503.579.8476

Parkway Townhomes

Hillsboro, OR
Contact: Sharynn Campbell
Board Member
503.648.3439

Highland Park Condominium

King City, OR
Contact: Erin Ashley
CMI Management
503.233.0300

Experience the Difference in Quality

We strive to be the landscape service provider of choice in the greater Portland Area. In large part, our ability to offer unmatched quality to our customers has been attributed to the tools and systems we have developed over our history. The primary systems that support our quality standards include:

Communication Systems

Proactive communication that allows us to be highly responsive to emergencies, special requests and acts of nature

Quality Evaluations

Management led evaluations that ensure our internal quality standards are met and our employees can achieve continuous improvement

Customer Satisfaction

Empirically measured customer satisfaction that is taken seriously. Our goal is 100% satisfied customers

Training Programs

Intensive skills, customer relations, and quality training ensure our team can consistently exceed your expectations

Safety Standards


Training and incentive programs ensure your property remains hazard free and our employees can return home safely

Communication Catered to Your Style

To ensure a successful partnership, effective communication is one of our top priorities. We have found the best way to keep our customers highly satisfied is to always make sure we understand your current needs and priorities. We believe strongly in being proactive in our communication and have designed several forms and checklists our customers find valuable for staying apprised of their landscape status and maintenance activity. Additionally, we are equipped to respond quickly to new and unexpected needs as they arise.

Proactive Communication

- ❑ Walk your property with you to continually be aware of your priorities
- ❑ Report our daily maintenance activities as often as you prefer
- ❑ Provide digital photos to verify technical issues, damage and plant and tree health
- ❑ Attend board meetings at your request to present reports and educational content



Company:

Company Name:

Street Address:

City, State, Zip:

Phone:

Fax:

Mobile/Beeper:

Email:

Responsible:

Professional Organizations:

Job Name(s):

Preferred Communication

Frequency

☐ Daily ☐ Weekly ☐ Monthly ☐ Other
☐ Phone ☐ Text ☐ Job Walk ☐ Email
☐ Client Memo ☐ Fax ☐ Email
☐ Phone/Late ☐ Inspections ☐ Photos
☐ Other:

Customer Business Descriptions:

Purpose (how do they make money):

Image (How do they market themselves):

Culture (Self-styled or repeating):

Landscape Value (How does landscape contribute to the customer's objectives):

Customer Reports to:

Name:

Title:

Location:

Decision Process:

Identify Ultimate Owner:

Customer Budgeting

Fiscal Year:

Requirements:

Budget Due:

Customer Vision of Landscape

Likes:

Dislikes:


Safety & Security:

Focal Points:

Office/Parking Locations of Key Personnel:

Desired Landscape Training of Customer:

Notes:



Job Name(s):

Street Address:

City, State, Zip:

Job Start Date:

Account Manager:

Goals

To make a noticeable improvement within the first 30 days of our visit
To bring the job to the highest possible level thereby limiting the problem area

Trees

☐ Yes ☐ No ☐ R
 Raise limbs above eye level
 Thin and lace trees properly (if in specification)
 Remove low hanging dead limbs from palm trees
 Create 12" to 24" diameter rings around tree bases
 Remove unnecessary tree stakes and ties
 Comments:

Shrubs

☐ Yes ☐ No ☐ R
 Prune and hedge shrubs in need
 Remove dead shrubs
 Clean out dead wood in shrubs
 Detail ground cover or turf to the base of shrubs
 Remove large weeds from shrub beds
 Comments:

Turf


☐ Yes ☐ No ☐ R
 Remove large weeds from turf
 Clean away turf from drains, valves, sprinkler heads, trees, shrubs, boarder edging, etc.
 Comments:

Ground Cover

☐ Yes ☐ No ☐ R
 Remove weeds from ground cover beds
 Clean ground cover away from drains, valves, curbs, sprinkler heads, trees, shrubs, boarder edging
 Comments:

Color

☐ Yes ☐ No ☐ Remarks ☐ AEW Required
 Remove weeds from all color plantings
 Remove color away from drains, valves, sprinkler heads, trees, shrubs, boarder edging, etc.
 Detail and/or groom color plantings
 Comments:



Job Name(s):

Street Address:

City, State, Zip:

Job #:

Job Start Date:

Trees

☐ Low, eye level branches
☐ Branches obstruct traffic signals, lights, signage
☐ Roots lifting walks, curbs, parking, turf, etc.
☐ Guy wires inaudibly marked for visibility
☐ Large portions of dead wood on large trees

Turf

☐ Dirt from gopher mounds/holes thrown by mowers
☐ Rocks left from grading (i.e. new landscape)
☐ Obstacles need removal (i.e. stumps, old stake, old man stakes)
☐ Bare areas needing re-seeding or sodding
☐ Holes dug around sprinklers for clearance, trapping hazard
☐ Depressions, ruts or holes in turf
☐ Other

Shrubs

☐ Overgrowth onto walks
☐ Growth covering signs, hydrants, lighting
☐ Growth impairs traffic visibility
☐ Growth blocks sprinkler coverage
☐ Areas of neglect, overwatering, dead plant material
☐ Other

Hardscape

☐ Gravel, uneven surfaces
☐ Slippery, mossy surfaces from standing or flowing water
☐ Other

30 Day Follow-Up

Job Name(s):

Client Contact:

Job Start Date:

Account Manager:

Questions to Ask the Customer

Yes

No

Remarks

1. Have we made a noticeable improvement on your property?

☐

☐

2. Did you receive everything you were expecting from the sales process?

☐

☐

3. Are you completely satisfied?

☐

☐

4. By now you should have received the following documents:

Welcome Letter and Customer Fact Sheet

☐

☐

30 Day Action Plan

☐

☐

Technical Issues Report

☐

☐

Inspection Start-Up Inspection

☐

☐

Proposal for extra work (AEW)

☐

☐

Comments:

Responsive Communication

- We will keep you informed when addressing unknown factors that occur from Mother Nature.
- You will have 24/7 access to your Account Manager. Our gardeners and irrigation specialists are also available around the clock.
- Emergencies that occur outside of regular business hours will be dealt with depending on the severity of the situation.
 - For minor irrigation issues, we will do everything possible to turn off the water supply within two hours or less of being notified and fix the problem the next business day.
 - All safety hazards will be resolved at the time we are notified.
 - You can expect a response and proposed solutions to after-hours emergencies within two hours or less.



Consistency in Quality Efficiently Delivered

Our goal is to consistently offer the best value in the marketplace by providing unmatched service, a customized approach focused on your specific priorities and a well maintained landscape you and the community are proud of, all while meeting your predetermined budget parameters. Doing this requires operational excellence. The operational practices that allow us to consistently meet our customers' expectations include:

- **The industry's top talent** – When selecting teams for each property, we match the specific landscape needs with our most appropriately experienced talent. At Brightview, we have a deep pool of talent. We recruit from the top horticultural and landscape schools in the country and have an all-encompassing training program that ensures our crews perform at their peak year round.
- **State-of-the-art equipment** – Our crews operate high quality and well-maintained equipment and are trained to use the most effective tool for each task on your property. The result, a better end product achieved with greater efficiency and fewer injuries.
- **Horticultural excellence** – Plant material looks and performs its best when maintained properly. Our horticultural experts understand the science of landscape maintenance and will ensure the plant material on your property receives the proper care for each season and as unexpected circumstances arise.
- **Innovation** – Lead or follow; we choose to lead. Brightview seeks out and tests the latest technology so we can help our customers reduce operating costs. Customers will benefit from greater efficiencies and have all around healthier and higher performing plant material.
- **Systematic operations** – We deploy to ensure our crews focus on your priorities and important details are not overlooked. Our approach is to design the most effective path of motion for the work to be performed, specify the equipment to be used and supply our crew with detailed site plans that show their daily, weekly and monthly activities.
- **Continuous improvement** – We routinely evaluate for safety, quality and effectiveness in a persistent effort to be better today than we were yesterday.

Our Eye Is Always on Quality and Continuous Improvement

Our management team will review your property periodically to ensure our crew is meeting quality standards and your expectations. This internal review process is an important element of our quality assurance and continuous improvement programs. The crew takes these reports very seriously as they impact their compensation.



Your Complete Satisfaction is our #1 Goal

We judge our success by the complete satisfaction of our customers. Every member of your landscape team will strive to earn your trust and loyalty through a proactive relationship in which we consistently perform work of the highest quality with unmatched responsiveness. To meet this goal, we continually collect feedback through a comprehensive customer satisfaction program. We use the valuable insight gained through our survey program to determine system improvements and guide the content of our employee training program.

Training Your Team to Exceed Your Expectations

We understand that well trained and tenured team members provide outstanding quality and customer service. Every Gardener on your team is required to complete our certification program, which prepares your crew with the skills to perform quality work, safely and to your complete satisfaction.

Gardeners are offered training to progress along a career track within Brightview. We have found that our career progression opportunities and training motivates our team members to perform at their peak and remain committed to our company and our customers.

A Safe Community and Workplace is Our Priority

The safety and well-being of our customers, your property visitors, the general public, and our employees is of paramount importance to our operation. Below are measures we employ to maintain a safe working environment on and off your property.

Preserving a safe environment

- Criminal background checks
- Initial and random driving record checks
- Initial and random drug/alcohol screenings
- Fully uniformed crews with safety vests
- Brightview logo clearly displayed on vehicles
- "How's my driving?" stickers on vehicles
- Required use of cones to demark safety zone

Crew Safety

- Extensive driver safety certification program
- New hire safety orientation
- Certification required to use all power equipment
- Reward system for safety compliance
- Mandatory weekly field crew safety meetings
- Weekly management safety calls

Saving Water Makes Cents

Water is money and every drop counts. Thus, we will water your plant material based on actual need, no more, no less. Our water management expertise has helped our customers save significant amounts of water, which translates to significant savings. We will start with a thorough assessment of your current irrigation system and offer our recommendations for better managing your water supply. This includes:

- Perform a detailed irrigation evaluation of your current system
- Calculate potential savings based on past water usage and landscape needs
- Create a customized water management plan that ensures uniform coverage, reduced runoff, and efficient operation
- Assess plant palette and make recommendations that can reduce overall water consumption
- Recommend smart controller options appropriate for your property with detailed information on pricing, water savings and other additional benefits you can expect
- Monitor existing and/or new system for stuck valves, breaks, and other inefficiencies to prevent water-use waste and damage



Irrigation management technology



Irrigation analysis

Your Full Service Landscape Expert

Brightview takes pride in providing the highest-quality landscape services with a worry-free, dependable service commitment. As the nation's leading Landscape Services Company, we consistently bring excellent landscapes to life at thousands of clients' properties, fostering collaborative relationships to drive clients' success.

A full service landscape company, Brightview can mobilize quickly to respond to special requests that may fall outside of the scope of landscape maintenance. In addition to landscape maintenance, our expertise extends to:

At every stage of your property's lifecycle, Brightview is here to take care of your landscape.



Design	Develop	Maintain	Enhance
<ul style="list-style-type: none">• Landscape Architecture & Planning• Design Build• Program Management	<ul style="list-style-type: none">• Planting• Hardscape• Pools & Water Features• Compliance• Tree Growing & Moving	<ul style="list-style-type: none">• Landscape• Tree Care• Snow & Ice• Specialty Turf• Exterior Maintenance	<ul style="list-style-type: none">• Enhancements• Sustainability• Water Management

Competitive Pricing That Fits Your Budget

We are committed to fulfilling the specific landscape needs of King City while providing the service you expect at a price point that fits your budget. Brightview will provide the following competitive pricing per our scope of work:

One time initial cleanup \$1,950.00

Bark dust application \$3,200.00
Every other year recommended 1.5" application

Cedar Play Chips application \$950.00
8 yards per year 2" application

Base Maintenance	Monthly	Yearly
Standard Maintenance	\$2,046.00	\$24,552.00
<hr/>		
Enhanced Tree Pruning	\$20.00	\$240.00
Mid-Season Irrigation Audit	\$20.00	\$240.00
<hr/>		
Total All Service	\$2,086.00	\$25,032.00

I'd like to explain a few things about our landscape contract. The green highlighted is what Brightview considers to be best practices for landscape maintenance but are not usually included in other competitive bids. It does include Tree pruning to up to 15 feet and an additional summertime inspection of the irrigation system; these services are all part of our "best practices bundle".

If you have any further questions feel free to reach out anytime.

Thank you,

Thaddeus Popof

503.894.3539



LANDSCAPE MANAGEMENT CONTRACT SPECIFICATIONS FOR King City Park & City Hall

GENERAL

1.0 Scope of Work

- 1.0.1 Contractor (hereafter referred to as BVLS) will furnish all supervision, labor, material, and equipment required to maintain the landscape in an attractive condition throughout the term of the contract:
- 1.0.2 BVLS representative shall be **industry certified** (*Landscape Industry Certified Technician or Professional*) by *NALP* (the National Association of Landscape Professionals)
- 1.0.3 BVLS will comply with all applicable codes and regulations.
- 1.0.4 BVLS will repair or replace any property or possession damaged by its agents.

2.0 Personnel, Equipment & Supplies

- 2.0.1 All work will be performed with diligent attention paid to the safety of both employees and the general public.
- 2.0.2 All persons applying chemicals shall hold appropriate *Oregon Commercial Pesticide Applicator Licenses*.
- 2.0.3 All production staff will wear uniform clothing with company logo at all times.
- 2.0.4 All chemicals used must adhere to State licensing laws and be applied per manufacturer's standards.
- 2.0.5 Fertilizers, pesticides and other chemicals will be kept in packages clearly marking their contents and accompanied by manufacturer's application and safety recommendations.

3.0 Insurance & Licensing

- 3.0.1 BVLS will maintain all necessary Worker's Compensation, General Liability and Auto Liability insurance.
- 3.0.2 BVLS will maintain required State Landscape Contractor's and Commercial Pesticide Operator's Licenses.
- 3.0.3 BVLS will maintain all required City, County, State and Federal Licenses.

4.0 Communication, Organization & Supervision

- 4.0.1** BVLS representative shall be the designated Area Manager. Communication between the parties to this agreement should first be between the Area Manager and the Association's designated Landscape Representative.
- 4.0.2** The Area Manager will review the landscape with the Association's representative on a schedule suitable to both parties. Items within the scope of the contract that are in need of attention will be noted along with a timeline for completion. Items outside the scope of the contract will be noted with a follow-up proposal submitted upon request.
- 4.0.3** BVLS will respond to communication from the Association's designated Landscape Representative and/or Community Manager. Individual homeowners will be directed to communicate with the Association's designated Landscape Representative and/or Community Manager.
- 4.0.4** BVLS Production Staff will be directed only through the Area Manager.

STANDARD WATER CONSERVATION AND MANAGEMENT SERVICES

The irrigation system will be maintained to provide optimum coverage and to be in good working order. Irrigated areas shall be watered as required to maintain healthy growth of plants and lawn.

Seasonal activities include:

5.0 Spring Activation

- 5.0.1** All known drain valves will be closed and main valves will be opened to charge the irrigation system.
- 5.0.2** During inspection, the operation of the system will be evaluated to determine: visible or obvious leaks; broken or failed components; grossly leaning, tilted, or sunken sprinkler heads; gravity drainage waste; easily identifiable sprinkler relocation needs (redesign); in-line filter serviceability; controller serviceability; remaining voltage in batteries for in-ground and wall-mounted controllers; and, a visual analysis of system operating pressures.
- 5.0.3** During inspection, sprinkler heads that are only slightly tilted will be repaired; sprinkler heads whose arcs are adjustable will be adjusted to their most effective capability; sod will be removed around sprinkler heads as needed; and, sprinkler nozzles will be cleaned and adjusted as needed.
- 5.0.4** Low voltage backup batteries (9V) will be replaced in wall-mounted controllers. The replacement of batteries for in-ground, battery-operated controllers is not included as a contract service.
- 5.0.5** Controllers that possess the ability to have their default mode adjusted will be programmed to operate at advantageous times following power outages and / or backup battery failure.
- 5.0.6** Following the Spring Inspection, repair needs will be presented to the appropriate parties and will be broken into "Immediate" or "Recommended" urgencies.

5.1 Seasonal Scheduling and Water Management

- 5.1.1** During the months the irrigation system is charged, watering schedules will be adjusted as needed.

- 5.1.2 At times of scheduling adjustments, correct controller information, (such as date, time, watering percentage, etc.), will be verified and corrected.
- 5.1.3 Throughout the watering season, routine visual inspections of the grounds by maintenance crews and supervisors may result in additional minor adjustments and billable repairs.

5.2 Mid-season Performance Audit

- 5.2.1 A thorough inspection of the irrigation system will be conducted and inefficiencies or ineffective operation will be identified.
- 5.2.2 In addition to all Spring Activation inspection activities, design issues such as head layout and spacing, coverage, and landscape plantings will be identified.

5.3 System Winterization

- 5.3.1 All main valves will be closed to eliminate new water from entering the system.
- 5.3.2 All known and identified drain valves will be opened to allow gravity draining.
- 5.3.3 Water will be removed using high volume, low-pressure air. Compressed air evacuation of water assumes the presence of a suitable connection-point to the sprinkler system. All systems winterized with compressed air are guaranteed against freeze damage.

LAWNS

6.0 Mowing

- 6.0.1 Irrigated lawns will be mowed to a height of 2 to 2-1/2 inches. The mowing schedule will be weekly from March 15th through October 15th. Additional mowings will be provided as necessary between October 15th and March 15th to balance the needs of an attractive and healthy lawn against specific winter weather and site conditions.
- 6.0.2 Clippings will be mulched and dispursed into the sod whenever weather conditions and site layout permit doing so without visible accumulations.
- 6.0.3 BVLS will take reasonable precautions to avoid damage to wet lawns. This may mean that saturated areas will be left unmowed until the following week. It is acknowledged however, that wheel rutting resulting from the operation of mowing equipment on saturated ground is a temporary condition that does not require repair.
- 6.0.4 The initial February mowing will be conducted at a cutting height approximately one inch below normal for the purpose of rejuvenating lawns for the new year. It is recognized that this may result in a temporary loss of leaf color.

6.1 Edging

- 6.1.1 All lawns will be edged in their entirety in alternating mowing weeks. Note: In most circumstances this will be accomplished by completing one-half of the edging in each mowing visit.
- 6.2.2 Edging of all "soft" edges (i.e. tree rings, bed edges & around fixtures situated in lawns) will be completed on the same schedule as "hard" or pavement edges. String trimmers will be employed for this work.

6.2 Fertilization

- 6.2.1 BVLS will fertilize as needed for optimum turfgrass health and color.
- 6.2.2 Fertilizer will be of the granular, slow-release type, applied by broadcast spreader. Both organic-based and fully organic fertilizers are available at additional cost upon request.
- 6.2.3 Problem lawn areas will be soil tested to determine possible lime requirements.

6.3 Weed, Moss and Pest Control

- 6.3.1 Lawns will be spot-sprayed with a selective herbicide three times annually (spring, early summer & fall) to maintain near complete control of broadleaf weeds, thus minimizing herbicide use.
- 6.3.2 Lawn moss control is not included as a contract service.
- 6.3.3 Lawn insect and disease control are not included as a contract service.

TREES

7.0 Pruning

- 7.0.1 Tree pruning *includes all trees*, but is limited to within fifteen feet above ground.
- 7.0.2 Lower branches will be pruned for clearance or removed (up to 15 ft.) where they interfere with structures, vehicles or pedestrians. This work may be repeated throughout the season as new growth effects change.
- 7.0.3 Other pruning will be conducted with the goal of enhancing natural growth, removing dead wood and thinning crowded branches. Only under the very limited circumstances described in these specifications will pruning of trees include size containment as an objective.
- 7.0.4 Pruning will be carried out in accordance with the ANSI A300 Pruning Standards.
- 7.0.5 Most tree pruning will be accomplished during the dormant season (Jan-Feb). Additional pruning may be desirable in late summer (Aug-Sept).

Specific tree pruning exceptions:

Vine Maple & Japanese Maple may be pruned for size containment where desirable. **Hinoki Cypress** may be pruned for size containment & to reduce branch spread where desirable. Various **Pines** may be pruned for form and containment to fulfill their intended function in the landscape.

7.1 Fertilization

- 7.1.1 Young trees (up to 4" caliper) will be fertilized each spring with a balanced, granular, slow-release fertilizer utilizing approximately 0.15 lb. of N per 1" of trunk diameter. It is accepted that larger, established trees do not normally require additional fertilizer; therefore, large-tree health & fertility issues are outside the scope of this contract.

7.2 Pest Control

- 7.2.1 Tree insect and disease control are not included as a contract service.

SHRUBS

8.0 Pruning & Trimming

8.0.1 Selective (hand) pruning will be conducted on most shrubs with the goal of enhancing natural growth, removing dead wood and thinning crowded branches. Additionally, secondary "tip" pruning for form and containment will be employed as needed. All pruning, including size reduction where desirable, and/or improvement of the current appearance or condition of shrubs is included in this contract.

8.0.2 Selective pruning includes dormant season pruning (Jan-Mar) as well as seasonal containment pruning as needed throughout the year.

8.0.3 Extensive dormant season pruning (1/3 or more of the plant removed) may be required for the following species and situations:

<i>Abelia</i>	when in need of size reduction
<i>Currant</i>	when in need of size reduction
<i>Dogwood</i> (shrub)	for rejuvenation, size reduction
<i>Escallonia</i>	when in need of size reduction
<i>Forsythia</i>	when in need of size reduction (following spring bloom)
<i>Hydrangea</i>	for rejuvenation, size reduction
<i>Ninebark</i>	when in need of size reduction
<i>Potentilla</i>	for rejuvenation, size reduction
<i>Rhododendron</i>	when in need of size reduction (early spring only) (note: will result in the loss of current season's blooms)
<i>Roses</i> (see 8.0.6)	annual rejuvenation & size reduction
<i>Spiraea</i>	for rejuvenation, size reduction
<i>Weigela</i>	when in need of size reduction

8.0.4 Trimming or shearing will be employed on shrubs that have been previously treated in this fashion. Additionally, trimming/shearing may be initiated only on the following shrub species or varieties:

<i>Abelia</i>	<i>Arborvitae</i>
<i>Azalea</i> (evergreen)	<i>Barberry</i>
<i>Boxwood</i>	<i>Cistus</i> (Rockrose)
<i>Cotoneaster</i>	<i>Dwarf 'Kelseyi' Dogwood</i>
<i>Heathers & Heaths</i>	<i>Forsythia</i>
<i>Holly</i> (Japanese)	<i>Hebe</i>
<i>Laurel</i>	<i>Junipers</i>
<i>Mugho Pine</i>	<i>Ligustrum</i> (Privet)
<i>Potentilla</i>	<i>Photinia</i>
<i>Willow</i>	<i>Pyracantha</i>
<i>Viburnum 'Spring Bouquet'</i> (only)	<i>Spiraea</i>

- 8.0.5 Unless otherwise specified, shrub and hedge trimming will be accomplished during two seasonal periods (June-July) and (Sept–Oct). Additionally, with the exception of Arborvitae, sheared shrubs and hedges will receive selective hand pruning during the dormant season (Jan – Mar) to reduce surface branch crowding (“stubbiness”).
- 8.0.6 With the exceptions of “Landscape” Roses, Nootka and Rugosa Roses, Rose pruning is not included unless otherwise specified in the *Yearly Care Schedule*.

8.1 Fertilization

- 8.1.1 Shrubs that have not yet reached their desired size, as well as all other shrubs that exhibit poor vigor or color will be fertilized each spring via surface application of a balanced, slow-release granular fertilizer. All shrubs will be fertilized in summer (Jul-Aug) via the same methods and materials.

8.2 Pest Control

- 8.2.1 Ornamental insect and disease control are not included as a contract service.

GROUNDCOVERS

9.0 Trimming

- 9.0.1 Cut back groundcovers where they encroach on trees, shrubs, lawns, structures, paths or hard surfaces. (See *Yearly Care Schedule* for trimming frequency.)
- 9.0.2 “Mowing” of certain mature groundcovers is occasionally desirable to promote fullness and uniformity. However, because this is not a routine requirement in the maintenance of groundcovers, such “mowing” work is not included as a contract service.

9.1 Fertilization

Groundcovers that have not yet achieved their intended spread and density, as well as all other groundcovers that exhibit poor vigor or color will be fertilized each spring via surface application of a balanced, slow-release granular fertilizer. All groundcovers will be fertilized in summer (Jul-Aug) via the same methods and materials.

ORNAMENTAL GRASSES, FERNS and PERENNIALS

10.0 Seasonal / Annual Maintenance

- 10.0.1 Ornamental grasses, ferns and most perennials will be cut back to remove all or nearly all of the previous season’s foliage in early spring (Feb.–Mar.).
- 10.0.2 Ornamental grasses and perennials may be “cleaned up” at the end of the growing season, upon the customer’s request. Seasonal “pinching back” or “deadheading” is not included as a contract service.

10.1 Periodic Rejuvenation

Some common ornamental grasses, as well as daylilies and certain other perennials may require periodic digging, dividing and re-planting for sustained performance. As these are site specific activities, and as such work is not needed on an annual basis, this work is not included as a contract service.

10.2 Fertilization

All grasses and perennials will be fertilized each spring via surface application of a balanced, slow-release granular fertilizer.

BED MAINTENANCE

11.0 Weed Control

Weeds in ornamental beds, tree rings, and pavement joints will be routinely controlled via spot treatment. In addition, annual pre-emergent herbicide treatment will be applied in spring unless otherwise noted. Weeds exceeding four inches in height or spread will be removed by hand.

11.1 Moss Control

BVLS will apply iron sulfate to arrest the spread of substantial moss accumulations in mulched ornamental beds once each year in spring.

LEAVES, LITTER and DEAD or DYING PLANT MATERIAL

12.0 Leaves

- 12.0.1 Lawns and Walkways will be cleaned weekly during the peak leaf season of mid-October to mid-December.
- 12.0.2 Leaves will be removed from planted areas twice monthly during the peak leaf season of mid-October to mid-December, with a final, detailed grooming in January or February.
- 12.0.3 Storm Drains will be inspected and surface debris removed each work visit during the fall and winter months (Oct.-Feb.).
- 12.0.4 Driveways and curbs will be cleaned of leaf litter each work visit during the fall/winter season. General parking lot cleaning is not included unless otherwise specified in the Yearly Care Schedule and Agreement forms.

13.0 Litter

All landscaped areas will be inspected each work visit for the removal of litter. Cigarette butts and animal waste are not considered litter for purposes of this specification.

14.0 Dead or Dying Plant Material

In the interest of keeping well-tended grounds, small, dead or dying shrubs and small trees will be removed as a matter of routine maintenance, without prior notification or documentation. Small trees include those of less than two inch caliper, or in the case of multi-stemmed trees, those less than eight feet tall. Small shrubs include those of up to three feet in height or spread. Removal of larger shrubs or trees will be completed as a Time & Material fee service.

STORM DAMAGE

15.0 Twigs, Branches, etc.

BVLS accepts responsibility for removing leaves, twigs and branches brought down by storm conditions. Contractual responsibility ends when damaged trees, shrubs, or downed branches require more than a leaf rake or hand pruners for removal. Larger storm-damaged materials will be removed as a Time & Material fee service.

VECTOR CONTROL

16.0 Moles

Mole control is not included as a contract service. However, because of the speed with which moles can cause damage to the landscape, WLS will arrange for trapping services whenever mole activity is detected, without prior notification.

(The price for this service is generally \$195.00 per occurrence, unless multiple pests require a higher fee.)

BRIGHTVIEW LANDSCAPE SERVICES

YEARLY CARE SCHEDULE

18480 S.W. Pacific Drive • Tualatin, Oregon 97062

FOR: **King City**

(Best Practices shown in Blue)

AREA	ACTIVITY	J	F	M	A	M	J	J	A	S	O	N	D	TOTAL	COMMENTS
TURF	Mow		1	3	W	E	E	K	L	Y	3	2	1	36	Weekly mid-March through mid-Oct. (incl. rejuvenation mowing in Feb.)
TURF	Edge		•	•	•	•	•	•	•	•	•	•	•	20	For consistant definition of lawn areas
TURF	Fertilize					•					•			2	All Season Ultra Slow Release fertilizer for consistent growth & color
TURF	Control Weeds				•		•			•				3	Limited spot application for consistent broadleaf weed control in lawns
TREES	Prune Trees	•	•						•	•				2	All pruning, up to 15 feet above ground: incl. thinning & structural improvement
SHRUBS	Prune Shrubs		•	•			•	•		•	•			3	For form & containment as well as thinning and structural improvement
LARGE FIELD	Mow		1	2	4	4	3	2	1	2	2	1		24	For grass maintenance
GROUND COVERS	Edge Groundcover				•			•			•			3	For containment
ALL PLANTS	Fertilize (as needed)			•				•						2	For controlled growth & good health in trees, shrubs & groundcovers
PERENNIALS & GRASSES	Trim Herbaceous Plant Materials		•	•										1	Remove previous season's foliage from ornamental grasses, ferns, perennials
BEDS	Pre-emergent Weed Control			•										1	For substantial spring season weed control in ornamental beds
BEDS	Post-emergent Weed Control		•	•	•	•	•	•	•	•	•	•		10	Limited spot application for consistent weed control in ornamental beds & paved surfaces
BEDS	Handweed / Gen. Bedwork	1	2	3	W	E	E	K	L	Y	4	3	2	42	Incl. litter pick-up, occasional leaf raking, light pruning, light storm clean-up, etc.
BEDS	Moss Control			•	•									1	Treat & substantially remove moss in mulched ornamental beds
ALL	Leaf Removal	1									2	2	1	6	Incl. landscaped areas, curbs & storm drain surface grates
ALL	Irrigation On/Off Inspect & Audit				•			•	•		•			3	Re-charge, clean & adjust in spring Winterize in fall (see Specifications)
ALL	Irrig. Adjustments					•	•	•	•	•				As needed	For optimum watering
ALL	Blow Walks, Curbs	1	2	3	W	E	E	K	L	Y	4	3	2	42	To clean landscape & other loose debris

PACIFIC

LANDSCAPE MANAGEMENT

PROPOSAL FOR

**KING CITY
COMMUNITY PARK**

PACIFIC

LANDSCAPE MANAGEMENT

Company Overview

PACIFIC LANDSCAPE MANAGEMENT was founded in 2001 with the mission of providing the highest level of landscape management services. Bob Grover and Elias Godinez spent 10 years working together at Northwest Landscape Industries, and together established a reputation of providing outstanding customer service and landscape excellence throughout Portland and Vancouver.

CORE VALUES: Our core values are Heroic Service, Enduring Client Relationships, Employee Development, Teamwork, Continual Innovation, and Safety.

SERVICES: Our focus is on full-service landscape management. This includes landscape maintenance, landscape renovation and restoration, irrigation service and repair, seasonal color, pest control, arboriculture, snow and ice services, and parking lot sweeping.

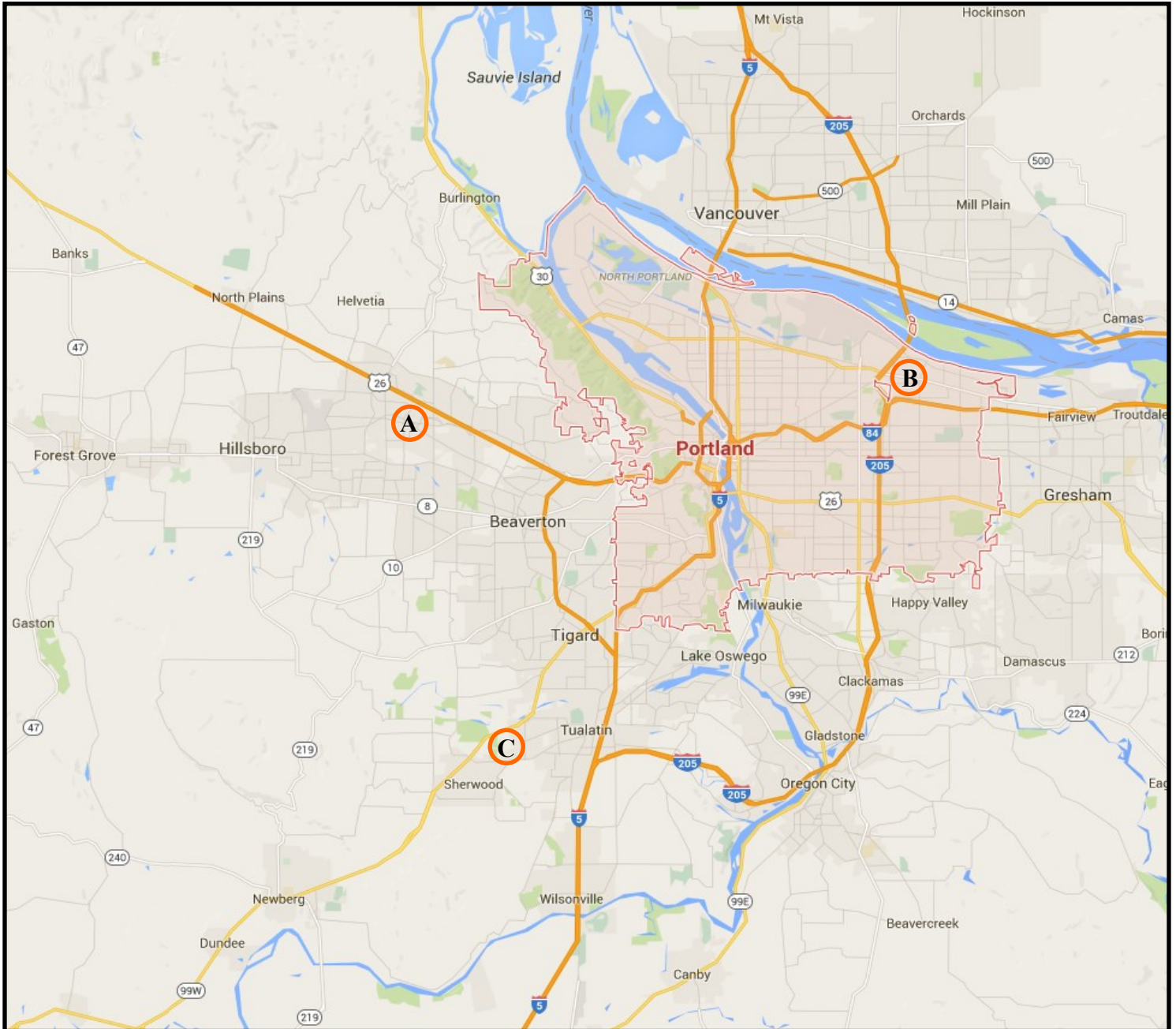
CO-FOUNDERS:



BOB GROVER is a 1983 graduate in Horticulture from Oregon State University and holds national certification as a Landscape Technician and Landscape Professional from the Associated Landscape Contractors of America. He is also licensed as a Landscape Contractor and Commercial Pesticide applicator in the state of Oregon. At Northwest Landscape Industries he held positions as Branch Manager and Vice President of the Management Division. With TruGreen LandCare, Bob was Regional Manager for Oregon and Washington. Bob resigned from TruGreen in the fall of 2000 to found Pacific Landscape Management as President.



ELIAS GODINEZ holds national certification as a Landscape Technician from the Associated Landscape Contractors of America and is also licensed as a Commercial Pesticide applicator in the state of Oregon. At Northwest Landscape Industries, he held positions as Supervisor and Branch Trainer. With TruGreen LandCare, Elias was Regional Training and Staffing Manager for the Northwest Region. Elias Left TruGreen to found Pacific Landscape Management as Vice President and Operations Manager.



We have three offices in the Portland Metro area to help serve our customers promptly.

A. The main office is located in Hillsboro just off Hwy 26 and serves properties in Hillsboro, Forest Grove, and Beaverton.

7997 NE Walker Road, Hillsboro OR 97124

B. The Parkrose office is right off I-205 and serves properties in Portland and SW Washington areas.

10748 NE Simpson St, Portland OR 97220

C. The Sherwood office is located along Tualatin-Sherwood Road which serves properties in Tigard, Sherwood, Tualatin, Wilsonville, Lake Oswego, and West Linn.

14985 Tualatin-Sherwood Rd, Sherwood OR 97140

PACIFIC

LANDSCAPE MANAGEMENT

Award Winning Properties



Dawson Creek Corporate Park
2009— Professional Landcare Network
2006—Oregon Landscape Contractors Assn



Pacific University
2009— Professional Landcare Network



Synopsis Technology Park
2009— Professional Landcare Network



Orenco Station
2003— Associated Landscape Contractors of America
2004—Oregon Landscape Contractors Assn



Tanasbourne Corporate Center
2003— Associated Landscape Contractors of America



Techpointe Commons
2004—Oregon Landscape Contractors Assn

PACIFIC

LANDSCAPE MANAGEMENT

Commercial Customer Reference List

Portland General Electric Alex Kononpka Portland Area PGE Sites and substations	(503) 718-1245
Shorenstein Realty Services, L.P. Rachel Chauvin Kruse Woods Corporate Center, Lincoln Center, Nimbus Corporate Center	(503) 619-3200
Cushman & Wakefield Chris Battles Melissa Batchelor Two CenterPointe, Center Pointe OA, Mohawk Business Center, South Place	(503) 279-1700
Harsch Investments Lisa Rummel Wanda Garwood Lindy Gooding Parkside Business Center, Cascade Plaza, Tigard Town Square	(503) 719-4878
Unico Properties Tracy Bohnstedt Jennifer Tyler Bridgeport Center, AmberGlen Unico, AmberGlen Properties, Ronler Corporate Center	(503) 275-7461
Colliers International Teri Wallace Traci Mculley Tualatin Corporate Center, Dawson Creek Corporate Center, Tanasbourne Commerce Center	(503) 223-3123
CB Richard Ellis JR Burwell Wilsonville Business Center	(503) 221-1900
KG Investments Kim Schoenfelder Kara Unger Geoff Haas Maija Mueller Amberglen Business Center, Scholls Business Center , 205 Logistics, Cascade Distribution	(503) 748-0450

PACIFIC

LANDSCAPE MANAGEMENT

“PLM is a very professional landscaping firm and they always **exceed our expectations** with their **proactive** approach to landscape management.”

- [Geoff Haas, KG Investment Management](#)

“Absolutely without a doubt I would recommend PLM before any other landscaping company. Their **creativity in problem solving** and commitment to customer service far **exceeds my expectations**, which is wonderful.”

- [Kathi Pearce, Wyse Investment Services Company](#)

“PLM’s team is **very responsive**, listens to our needs and provides cost effective solutions with prompt turn-around times. Working in Hillsboro, almost daily, I am witness to the incredible **attention to detail** and hard work PLM’s team conducts not only at our property, but the surrounding properties.”

- [Susan Gray, Unico](#)

“In a day where a manager is doing more and more, it’s great knowing that Pacific has your back. I appreciate the communication and **going the extra mile**, letting the manager know what’s going on at a property before finding it themselves.”

- [Terri Wallace, Colliers International](#)

“Pacific has come up with some **great ideas and solutions** for enhancement and troublesome areas in the landscaping. They are **very proactive** with their communication, always keeping me in the loop.”

- [Bre Courtright, CB Richard Ellis](#)

PACIFIC

LANDSCAPE MANAGEMENT

Schedule Of Services

KING CITY COMMUNITY PARK

Turf Maintenance	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TTL
Mowing - Irrigated Lawns		*	*	*	*	*	*	*	*	*	*		38
Edging & String Trimming		*	*	*	*	*	*	*	*	*	*		19
Fertilize				*		*		*			*		4
Broadleaf Weed Control					*				*				2
Blow Walks	*	*	*	*	*	*	*	*	*	*	*	*	42
Shrub Bed Maintenance	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TTL
Police/Weed Grounds	*	*	*	*	*	*	*	*	*	*	*	*	46
Spray Weeds			*	*	*	*	*	*	*	*			12
Apply Pre-emergence		*							*				2
Fertilize Shrubs/GC			*							*			2
Prune Shrubs& Groundcover	As required for correct growth and development												
Leaf Control	*									*	*	*	6
Other Services	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TTL
Irrigation Services			Activate			-----Monitor-----				Drain			
Line Trim of Perimeter			*		*	*	*	*			*		6
Site Inspections	*	*	*	*	*	*	*	*	*	*	*	*	12
Disease/ Insect Monitoring	*	*	*	*	*	*	*	*	*	*	*	*	12
Monthly Newsletter	*	*	*	*	*	*	*	*	*	*	*	*	12

To meet the variable needs of your property, actual timing and frequency of services may vary.

OUR SERVICE GUARANTEE

Our goal is to maintain your property to meet and exceed your expectations.

If for any reason you are dissatisfied, we will return to your site until your expectations are met

Service Description and Specifications

I. TURF MAINTENANCE

A. Irrigated Lawn Mowing

1. All turf areas will be inspected and policed for litter and debris prior to each mowing.
2. All turf will be mowed weekly from April through September, biweekly in March and October and as needed in November and February, weather permitting.
3. Turf will be cut at a uniform height. Mowing equipment is to be kept sufficiently sharp and mowing pattern will be varied where possible to reduce rutting and compaction of grade.
4. Any excess clippings will be dispersed and/or collected to prevent damage and unsightly appearance of lawns.

B. Edging and trimming

1. All sidewalks, curb lines, concrete slabs, tree circles, and bed edges will be mechanically edged as needed, approximately twice per mowing month, to maintain a neat, clean appearance.

C. Turf Fertilization

1. Fertilizers will be applied to maintain proper nutrient levels and provide a consistent, healthy appearance throughout the year.
2. Soil pH will be monitored periodically and corrective measures will be proposed if needed.

D. Sweep/Blow Walks

1. At the conclusion of each visit, walks adjacent to work areas will be swept or blown.

II. SHRUB BED MAINTENANCE

A. Landscaped areas will be policed weekly throughout the growing season and twice monthly during the dormant season for weeds, litter, and debris.

B. Fertilizing of all shrubs and groundcover will be completed a minimum of twice per year.

C. Pruning will be done to enhance the natural growth and character of each plant. Major pruning will be done following the natural spring growth flush or during plants' dormant season.

D. Groundcover will be trimmed as required to contain perimeter growth within bed areas where they are adjacent to walks, curbs, and structures.

E. Tree trimming limited to minor clearance pruning only.

F. Moles, field mice, gophers, and other rodent activity will be monitored. Control measures billed as an extra.

III. TREE PRUNING

A. Tree trimming included in maintenance is for trees under 15' total height.

B. Tree trimming limited to minor limb-up to eliminate low lying branches that obscure pedestrian flow and is accomplished by hand pruners from the ground.

C. Major tree trimming and for trees over 15' in total height is considered a supplemental service and is not included in maintenance program.

IV. ENVIRONMENTAL WEED AND PEST CONTROL PROGRAM

A. All applications of herbicides or pesticides will be performed by an Oregon State licensed commercial applicator.

B. Turf Weeds: Broadleaf herbicide spraying of all mowed lawn areas will be done in the spring and fall with applicable materials.

- C. Shrub Bed Weeds: All planter beds are to have two applications of pre-emergent herbicide per year. Planter beds, tree circles, and sidewalk cracks adjacent to landscaped areas will be sprayed up to twice per month from March through October to control unwanted grasses and broadleaf weeds. Noxious weeds including Horsetail and Nutsedge may require additional control measures.
- D. Pest Monitoring: Inspection for insects and disease infestations will occur on a monthly basis. Appropriate, timely control measures will be recommended, if required.
- E. Material Safety Data Sheets (MSDS) for all chemicals used on site(s) are available accordance with OSHA regulations.
- F. All employees are trained and supervised in the safe application, storage, and disposal of chemicals in accordance with EPA, OSHA, DEQ, and ODOT regulations.

V. IRRIGATION EQUIPMENT AND OPERATION

- A. Activate irrigation system in spring. This includes turning on each zone, monitoring for leaks or malfunctioning parts, cutting grass away from all turf heads, and adjustment for proper spray arc and maximum system efficiency.
- B. Establish time settings and intervals of irrigation water application for each valve of all irrigation zones. Make changes when necessary to correspond to variable watering requirements.
- C. Shut off and drain system(s) at the end of the irrigation season. Turn off all main supply valves, open all manual drain valves and bleed valves on backflow prevention devices. Owner understands that irrigation operation is determined by plant need and may occur occasionally with overnight frost.
- D. Repair and/or replacement of any damaged or malfunctioning components. Cost of repairs is the responsibility of the owner and is billed time and materials. Simple head and lateral line repairs are made without notice to ensure rapid repair. Major repairs will require pre-approval from the owner.

VI. EXCLUSIONS

The parties expressly agree that the following work will not be performed unless contracted for on a separate basis.

- A. Trimming of trees over 15' total height or any pruning that cannot be done from the ground.
- B. Cleaning and/or repairing damage resulting from acts of vandalism, natural disorders, or acts of God (example: freeze, wind, fire, etc.).
- C. Treatment for diseases or insects.
- D. Rodent control.
- E. Noxious weed control.
- F. Moss control.
- G. Barkdust will be applied at a cost per unit when ordered. This includes bark and labor.
- H. Parking lot maintenance (sweeping, leaf pickup, litter pickup, and moss control).
- I. Aeration of lawn areas.
- J. Seasonal color planting.



King City Community Park:

Orange – Bed

Green – Turf

Yellow – Line Trim



Landscape Management Service Proposal

King City Community Park

STANDARD SERVICES

Basic Landscape Maintenance \$3,754/month \$45,048/year
(148,099 sqft Turf, 35,928 sqft Bed)

ENHANCED SERVICES

Winter Moss and Crane-fly Control \$1,429
• 148,099 sqft

Spring Moss Control \$1,108
• 148,099 sqft

Turf Core Aeration \$1,973
• 148,099 sqft

Barkdusting \$2,664

Install 4.5 Units of Fibrex Wood Chips at 3" Depth \$2,215

LANDSCAPE MANAGEMENT SERVICE CONTRACT

THIS AGREEMENT is entered into on _____, by and between **Pacific Landscape Management, Inc.** hereafter referred to as the "Contractor", and _____, hereafter referred to as the "Customer".

WHEREAS, Contractor is in the business of providing landscape management services and Customer is desirous of engaging Contractor to provide such services, the parties hereby agree as follows:

Scope of Services: The Contractor agrees to perform the landscape management services noted on the "Schedule of Services" attached to and incorporated into this document, for the property of the Customer, located at _____ (hereafter referred to as the "Property").

Dates of Service: This Agreement shall commence on _____. This Agreement shall continue for an initial period of one year from the commencement date. Unless this Agreement is terminated, this Agreement will continue on a month-to-month basis.

Payment Terms: In consideration for the Contractor's performance described herein, Customer agrees to pay Contractor an annual sum of _____. For the convenience of the Customer this annual sum will be amortized over a twelve (12) month period at a rate of _____ per month. Contractor will invoice customer on or about the 1st day of each month for current month's services and payment shall be due upon issue. Customer agrees to pay a late fee of 1.5% per month on all amounts 30 days past due.

Materials, Supplies, and Equipment: Contractor will furnish all materials, labor, supplies and equipment necessary to perform the services specified. Some services may be subcontracted.

Additional Services: Services performed and/or materials delivered, which are not specifically mentioned herein, will be deemed 'additional services'. Additional services will be billed separately and all payments are due upon receipt. The performance of, and the payment of additional services are subject to all the terms and conditions of this Agreement.

Law: This Agreement shall be governed by the laws of the State of Oregon and Washington.

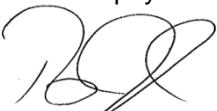
Attorney's Fees: In the event of suit or action commenced to enforce the terms of the agreement, the prevailing party shall be entitled to attorney's fees and costs, including any appeal.

Liability: Contractor is an independent contractor and the Customer assumes no liability for injury to the Contractor or the Contractor's agents or employees, unless such injury is caused by the Customer, the Customer's agents, servants or employees by negligence or intentional acts. It is further understood that the Contractor is not liable for any damage of any kind whatsoever that is not caused by the negligence of the Contractor, its agents or employees.

Insurance: Contractor agrees to carry the required insurance and name Customer and their agents as additionally insured.

Notification of Deficient Work: If Customer believes Contractor is providing deficient work, Customer agrees to notify Contractor of deficiencies, in writing, within 30 days of said occurrence. If written notice is not received by Contractor within 30 days Customer knew or should have known of the deficiencies, Customer agrees to have waived any and all claims to recover past payments and/or rights to withhold present or future payments due under this Agreement. Upon such notification, Contractor agrees to rectify deficiencies within 14 days. If the Contractor corrects the deficiencies in accordance with the schedule, it shall not forfeit any amounts due under this Agreement.

Termination: It is agreed that either party may terminate this Agreement by giving certified written notice 30 days in advance. It is further agreed that Contractor may immediately cease performance without termination notice if Customer refuses or fails to pay Contractor according to the terms of this Agreement.

By: 
Robert J Grover, President

Date: _____
Pacific Landscape Management, Inc
7997 NE Walker Road,
Hillsboro, OR 97124
503-648-3900

By: _____

Title: _____

Date: _____

As Agent for: _____



Customer Contact Form

Bill-To Information

Please fill in the information below for billing purposes:

Bill-To Name: _____

Bill-To Address: _____

City: _____ State: _____ Zip: _____

Bill-To Email: _____

Email Invoices: Yes ____ NO ____

AP Contact Information

AP Name: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Business Phone: _____ Mobile: _____ Fax: _____

Email Invoices: Yes ____ NO ____

Property Contact Information

Property Contact Name: _____

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Business Phone: _____ Mobile: _____ Fax: _____

Please return completed form using one of the follow methods:

Mail: 7997 NE Walker Road **or** Return with Maintenance **or** Fax: (503) 642-2369 **or**
Hillsboro, OR 97124 Service Contract

"Submit" is only available with Adobe products (Adobe Acrobat Reader, Adobe Acrobat App for Apple and Android)

MEMORANDUM

TO: King City Council
FROM: Keith Liden, Planning Consultant
SUBJECT: LU 2018-02, Neighborhood Mixed-Use Zone
King City Comprehensive Plan and Code Amendment
Report and Planning Commission Recommendation
DATE: June 14, 2018

Introduction

On April 11th and 25th, and May 9th, the Planning Commission reviewed a proposed legislative Comprehensive Plan Amendment (CPA) and Community Development Code (CDC) amendment to adopt a new Neighborhood Mixed-Use Zone. These discussions led to a number of amendments to the original proposal drafted by the staff. The attached draft ordinance represents the Planning Commission recommendation to the City Council to adopt a new Neighborhood Mixed-Use (NMU) Zone district. This district is intended to be applied in residential areas where neighborhood-scale commercial uses and commercial/residential mixed-use development would be appropriate and complementary to the surrounding residential neighborhood. The Planning Commission recommended several changes to the draft during its May hearing. These amendments are shown in track changes in the document.

In addition to the NMU Zone (CDC Chapter 16.102), new definitions are proposed for CDC 16.24.020 Definition of Specific Terms. The King City Comprehensive Plan is also proposed for amendment to recognize this new zoning district and to provide location criteria, which will be used to help evaluate future proposals to rezone property to the NMU designation.

Recommended Findings and Conclusions

The relevant criteria are found in the King City Comprehensive Plan. Because the plan is organized using the Statewide Planning Goals, the city and state goals are addressed simultaneously.

Citizen Involvement - Goal 1: To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.

The CDC and plan amendments were created with citizen input. The proposed amendment was advertised as required by the CDC, and the Planning Commission and City Council held a combined total of four public hearings to consider public testimony. This goal is satisfied.

Land Use Planning - Goal 2: To establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions and actions.

The city has adopted the King City Comprehensive Plan and Community Development Code in accordance with this goal, and as noted above, citizens participated in that process as well as being involved in the creation of the amendments to create a new Neighborhood Mixed-Use Zone district in the CDC. This goal is satisfied.

Agricultural Lands – Goal 3 and Forest Lands – Goal 4

These goals are not relevant because the amendments are intended for urban rather than resource land.

Open spaces, scenic and historic areas, and natural resources – Goal 5: To conserve open space and protect natural and scenic resources.

Historic resources, open space and natural resources, consisting primarily of drainageways and wetlands, are recognized in the plan and will continue to be protected in accordance with current standards and requirements. This goal is satisfied.

Air, water and land resource quality – Goal 6: To maintain and improve the quality of the air, water, and land resources of the state.

As noted under Goal 5 above, existing open space and natural resource areas will continue to be regulated and protected as they are today. The major intention behind the NMU Zone is to allow improved access to commercial services by allowing neighborhood-scale commercial and mixed-use development opportunity within the city. In addition, improvement to the pedestrian environment and promotion of active transportation will have a modest beneficial effect on air quality. This goal is satisfied.

Natural Disasters and Hazards – Goal 7

This goal will not be affected because all current regulations related to natural hazard avoidance, protection, and mitigation will continue to be in effect wherever the NMU Zone is ultimately applied. This goal is satisfied.

Recreational Needs – Goal 8: To satisfy the recreation needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.

The proposed NMU Zone is not intended for providing significant recreational opportunities. However, the NMU Zone includes provisions to improve the pedestrian environment, and this could include small plazas and similar open space areas. This goal is satisfied.

Economy – Goal 9: To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

The NMU Zone is designed to improve walking access to commercial services within the community.

Urban design aspects of the zone promote an attractive, neighborhood-scale appearance and character for commercial and mixed-use development. This goal is satisfied.

Housing – Goal 10: To provide for the housing needs of citizens of the state.

The new NMU Zone promotes the principle of allowing a greater degree of mixed-use than is currently allowed in residential areas. It also allows for a range of housing types, such as townhomes, apartments, and live-work units that tend to be more affordable. This goal is satisfied.

Public Facilities and Services – Goal 11: To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

The NMU Zone will not allow significant increases in density or impacts on public facilities or services compared to other city zoning districts. This goal is satisfied.

Transportation – Goal 12: To provide and encourage a safe, convenient and economic transportation system.

A primary objective of the NMU Zone is to enable more walking and bicycling trips to access commercial services. The standards also include requirements to create superior pedestrian connectivity and environments. This goal is satisfied.

Energy Conservation – Goal 13: To conserve energy.

The promotion of active transportation and allowing a greater degree of mixed-use development in the city is expected to help replace short vehicular trips with walking, bicycling, or transit trips. This will help reduce energy use. This goal is satisfied.

Urbanization – Goal 14: To provide for an orderly and efficient transition from rural to urban land use.

While this goal is not directly relevant, the allowance for neighborhood-scale commercial and mixed-use development could modestly reduce the demand for more housing outside of the current UGB. This goal is satisfied.

EXHIBIT A
Comprehensive Plan and CDC Amendments

Chapter 16.102
Planning Commission Recommendation – 6.14.18
NEIGHBORHOOD MIXED-USE ZONE (NMU)
NEW

Sections:

- 16.102.010 Purpose.**
- 16.102.020 Permitted uses.**
- 16.102.030 Conditional uses.**
- 16.102.040 Dimensional and density requirements.**
- 16.102.050 Design requirements.**
- 16.102.060 Additional requirements.**

16.102.010 Purpose.

The purpose of the NMU zone is to provide a mix of residential, retail, service, and business needs of surrounding residential neighborhoods while maintaining a compatible scale and character with those neighborhoods. It is intended for relatively small sites within or adjacent to residential neighborhoods.

16.102.020 Permitted uses.

A permitted use is a use which is allowed outright but is subject to all applicable provisions of this title. If a use is not listed as a permitted use, it may be held to be a similar unlisted use under the provisions of Chapter 16.82. Permitted uses in the NMU district are as follows:

- A. Dwelling, single-family attached and detached 0-foot side yard;
- B. Dwelling, multi-family;
- C. Duplex;
- D. Office;
- E. Retail sales and service conducted entirely indoors except for outdoor display as provided in 16.102.060 C. or is subject to liquor license review according to Chapter 5.05 of this title;
 - 1. Sales-oriented;
 - 2. Personal service-oriented; and
 - 3. Entertainment-oriented.
- F. Live-work unit approved as a Type I or II home occupation as provided in Chapter 16.172;
- G. Community services;
- H. Religious assembly;
- I. Family care;
- J. Residential facility; and
- K. Adult day care (family care).

16.102.030 Conditional uses.

A conditional use is a use which is subject to a discretionary decision by the planning commission. The approval criteria are set forth in Chapter 16.156. If a use is not listed as a conditional use, it may be held to be a similar unlisted use under the provisions of Chapter 16.82. Conditional uses in the NMU district are as follows:

- A. Live-work unit that does not qualify for Type I or II home occupation approval as provided in Chapter 16.172;

B. Retail sales and service conducted partially or completely outside of a building or subject to liquor license review according to Chapter 5.05 of this title;

1. Sales-oriented,
2. Personal service-oriented, and
3. Entertainment-oriented;

C. Utilities;

D. Public safety facilities; and

E. Parks and open space.

16.102.040 Dimensional and density requirements.

A. The dimensional requirements in the NMU district are:

Dimensional Requirements Table	
Minimum and average lot size land area per unit	
Duplex	3,600 3,000 min./ 4,000 avg. square feet
Single-family detached	1,600 min.
Single-family attached and 0-foot setback units	1,600 1,500 min./ 2,000 avg. square feet
Multi-family units	1,600 1,500 min./ 2,000 avg. square feet
Live-work units	1,600 1,500 min.
Non-residential and mixed-use (non-residential and multi-family) buildings	None
Minimum average lot width (per lot)	
Duplex	48 feet
Single-family detached	40 feet
Single-family attached and 0-foot setback detached units	24 20 feet
Multi-family units	48 feet
Live-work units	24 feet
Non-residential and mixed-use (non-residential and multi-family) buildings	None
Minimum average lot depth (per lot)	
Duplex	60 feet
Single-family detached	
Single-family attached and 0-foot setback detached units	60 feet
Multi-family units	60 feet
Live-work units	60 feet
Non-residential and mixed-use (non-residential and multi-family) buildings	None
Setbacks (measured from property lines, except as noted)	
Front yard Residential and live-work	10 feet minimum and 26 feet maximum to front building wall. 6 feet minimum and 15 feet maximum to front porch.

Dimensional Requirements Table	
Non-residential and mixed-use (non-residential and multi-family) buildings measured from the nearest edge of the clear zone or supplemental zone.	<p>18 feet from the nearest edge of the public sidewalk to front of garage entrance. The front lot line shall be used if a sidewalk will not be present prior to occupancy permit.</p> <p>Building placement and frontage standards in Section 16.102.060 B. shall be satisfied. 0-6 feet or \geq 18 feet to a garage entrance if driveway parking is allowed.</p>
<p><u>Front yard – corner</u> For corner lots, at least one street frontage shall meet the front yard requirements above. For the second front yard, the property owner/applicant may apply the following standards: Residential and live-work</p> <p>Non-residential and mixed-use (non-residential and multi-family) buildings measured from the nearest edge of the clear zone or supplemental zone.</p>	<p>8-6 feet minimum for a side yard facing a street.</p> <p>18 feet from the nearest edge of the public sidewalk to front of garage entrance. The front lot line shall be used if a sidewalk will not be present prior to occupancy permit.</p> <p>Building placement and frontage standards in Section 16.102.060 B. shall be satisfied. 0-6 feet or \geq 18 feet to a garage entrance if driveway parking is allowed.</p>
<p><u>Side yard – interior</u> Residential and live-work</p> <p>Non-residential and mixed-use (non-residential and multi-family) buildings</p>	<p>0 feet minimum, except as required by the Uniform Building Code (UBC), or a minimum of 3 feet. In all cases, 0-foot setback buildings shall either (1) be attached at the property line or (2) have a minimum separation of 6 feet.</p> <p>0 feet minimum, for side yard lot lines adjacent to other property zoned NMU or LC, except as required by the Uniform Building Code (UBC), or a minimum of 3 feet. In all cases, 0-foot setback buildings shall either (1) be attached at the property line or (2) have a minimum separation of 6 feet. 10 feet minimum, for side yard lot lines adjacent to property that is not zoned NMU or LC.</p>

Dimensional Requirements Table	
<u>Rear yard</u> Residential and Live-Work Non-residential and mixed-use (non-residential and multi-family) buildings	10 feet minimum for residential building. 0 feet for a detached accessory building less than 18 feet in height. 0-6 feet or ≥ 18 feet to a garage entrance to an alley. 10 feet minimum adjacent to property zoned NMU or LC. 20 feet minimum, for side yard lot lines adjacent to property that is not zoned NMU or LC. 5 feet for a detached accessory building less than 18 feet in height. 0-6 feet or ≥ 18 feet to a garage entrance to an alley.
Minimum landscaped area	
Single-family attached, single-family detached 0-foot side yard, duplex, and multi-family dwellings	20% of the total lot area ¹
Live-work units	20% of the total lot area ¹
Non-residential and mixed-use (non-residential and multi-family) buildings	15% of the total lot area ¹
Building height	
Single-family attached, single-family detached 0-foot side yard, duplex, and multi-family dwellings	35 feet
Live-work units	35 feet
Non-residential and mixed-use (non-residential and multi-family) buildings	35 feet ²
Accessory structures	18 feet
Residential (only) density standards	
Maximum	12 units per gross acre (Chapter 16.146)
Minimum	80% of the allowed maximum
Commercial, mixed-use (non-residential & multi-family) and live-work floor area standards	
Commercial including: Office, Retail sales and service (sales-, personal service-, and entertainment-oriented)	Maximum 1.5 to 1 FAR ³
Live-work units	Commercial floor area shall not exceed 50% of the total floor area of the live-work unit

- 1 The landscaped area per lot may be reduced when common open space is provided. In this case, the total landscaped area on lots and common areas must total a minimum of 20%.
- 2 Building height may be increased to a maximum of 45 feet as provided in Figure 1.
- 3 Floor area ratios (FARs) apply to the total floor area in a mixed-use project regardless of the use.

- B. The maximum building height of thirty-five feet in subsection (a) of this section shall increase one foot for each additional foot of building setback over twenty-five feet from a residential zoning district, up to a maximum building height of forty-five feet as illustrated in Figure 1. In the case of a public street right-of-way lying between the NMU Zone and a residential zone, the setback shall be calculated using the right-of-way centerline in lieu of the property line.

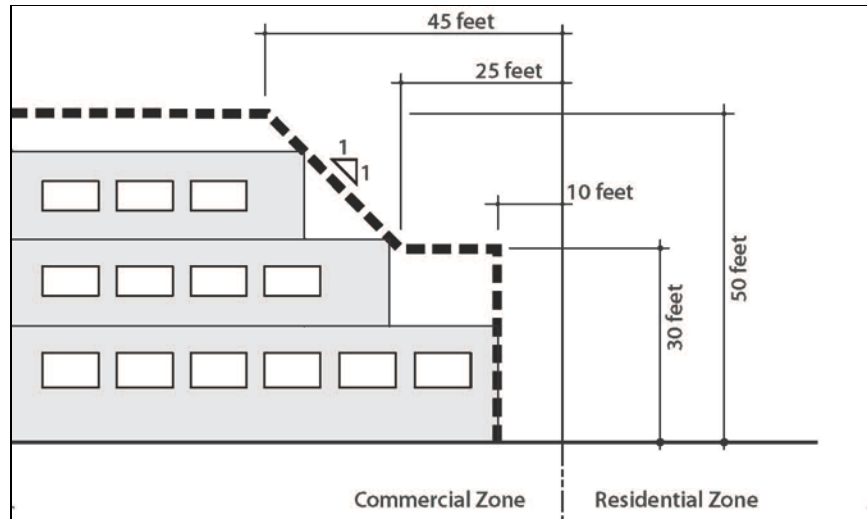


Figure 1. Building Height **need to amend showing min. of 35' and max. of 45'**

16.102.050 Design requirements.

In addition to the dimensional requirements in Section 16.102.040, the following design requirements of this section shall apply.

- A. Residential development shall comply with the following standards:

Design Requirements Table – Residential Development	
Main entrance	
Location	Within 8 feet of the longest front building wall. The applicant/owner may select which street frontage to use for a corner lot.
Orientation	Face the street at an angle that does not exceed 45 degrees; or Open onto a porch, which has: <ul style="list-style-type: none"> • A minimum of 25 square feet with a minimum dimension of 4 feet; • At least one entrance facing the street; and • A roof that covers at least 30 percent of the porch area (see Figure 2).
Front windows - First floor of all dwellings.	
Minimum glazing area	20 sq. ft. for each building wall facing a street. Windows in entry or garage doors shall not be included to meet this standard.

Design Requirements Table – Residential Development	
Maximum window sill height	4 ft. above finished first floor elevation for the window(s) necessary to meet the 20 sq. ft. minimum glazing area standard. No sill height standard for all other windows.
Garage door frontage - Maximum percentage of the building width allowed for the garage door.	
Single-family detached units	50% when the garage setback is the same or less than the front building wall. The garage door setback shall be no more than 6 feet less than the front building wall setback.
	60% when the garage setback is at least 2 feet behind the front building wall or front porch.
	70% when the garage setback is at least 4 feet behind the front building wall or front porch.
Single-family attached, duplex, multi-family units, and live-work units	30% when the garage setback is less than the front building wall or front porch. 60% when the garage setback is equal to or greater than the front building wall. 70% when the garage setback is at least 4 feet behind the front building wall or front porch.
Minimum garage door width	Notwithstanding the above requirements for garage door widths, a residence shall be permitted to have one garage door that is up to 10 feet wide.
Attached units	
Maximum number of attached single family, multi-family units, or live-work units	12 units.
Required outdoor area	
Duplex, single-family attached, detached single-family units with one 0-foot setback, and live-work units	Minimum contiguous rear or side yard outdoor area of 200 square feet shall be provided on each lot, of which no dimension shall be less than 10 feet. This standard is not required when the garage for the residence is located in the rear yard.
Multi-family units	Minimum contiguous rear or side yard outdoor area of 200 square feet shall be provided for each unit on the lot, of which no dimension shall be less than 15 feet.
Common outdoor area alternative	In lieu of meeting the outdoor area requirements for each lot, a common outdoor area may be provided for the development. This common outdoor area shall have a minimum contiguous area of 400 square feet per unit in the development with a minimum size of 4,000 square feet, of which no dimension shall be less than 40 feet.

B. Non-residential and mixed-use development shall comply with the following standards:

Design Requirements Table: Non-Residential and Mixed-Use Development	
Main building entrance	
Location and Orientation	<p>Primary customer and/or resident entrances for buildings with frontage on a collector or arterial street shall meet one of the following:</p> <ul style="list-style-type: none"> • Be within 20 feet of, and facing the street upon which the building has frontage; or • Be located on the side of the building within 50 feet direct walking distance from the public sidewalk along the collector or arterial street. <p>For buildings that have more than one main entrance, only one entrance must meet this requirement.</p>
Front windows – Ground floor of all building facades facing a street.	
Minimum glazing area	40% for any ground floor building wall facing a street (Figure 2).
Operable front windows	Windows that are designed to open join interior and exterior spaces during temperate weather may be used to satisfy the minimum glazing area standard. This may include the glazed area on operable doors that are supplemental to the main entry door.
Maximum window sill height	4 feet above finished first floor elevation for the window(s) necessary to meet the minimum glazing area standard. No sill height standard for all other windows.
Distinct ground floor – commercial uses	
Office and retail sales and service (sales-, personal service- and entertainment-oriented)	<p>This standard applies to buildings that have any floor area in non-residential uses. The ground level of the primary structure must be visually distinct from upper stories. This separation may be provided by:</p> <ol style="list-style-type: none"> 1. A cornice above the ground level; 2. An arcade; 3. Changes in material or texture; or 4. A row of clerestory windows on the building's street facing elevation.
Garage door frontage - Maximum percentage of the building width allowed for the garage door.	
Minimum garage door width	Notwithstanding the above requirements for garage door widths, a residence shall be permitted to have one garage door that is up to 10 feet wide.
Required outdoor area	
Office and retail sales and service (sales-, personal service- and entertainment-oriented)	The maximum coverage of buildings and impervious surfaces shall not exceed 85% of the total lot area.

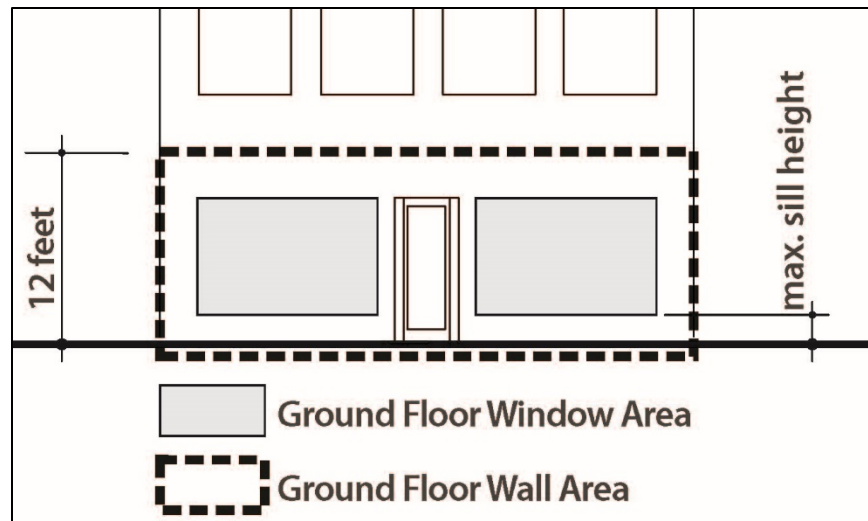


Figure 2. Minimum Glazing Area

16.102.060 Additional requirements.

A. Street Frontage Improvement Standards.

1. Street frontage improvements shall be determined by the City Engineer.
2. For mixed-use or commercial development, the following additional street frontage improvements elements (Figure 3.) shall be required:
 - a. A sidewalk clear zone with a minimum width of 6 feet; and
 - b. Street furniture zone with a minimum width of 5 feet, including the curb.
3. An optional supplemental zone may (Figures 3. and 4.) be provided between the building the clear zone for residential, commercial, or mixed-use development subject to the following standards:
 - a. A maximum depth between the clear zone and building façade of 20 width of feet;
 - b. Use of this area for additional sidewalk width, patio, landscaping or similar improvements; and
 - c. No vehicle driveways, parking, or loading are permitted within a supplemental zone.
4. The street furniture zone may be used for on-street parking provided:
 - a. The clear zone retains a minimum width of 6 feet (Figure 5); and
 - b. The street requirements in Sections 16.124.050 and 060 are met.

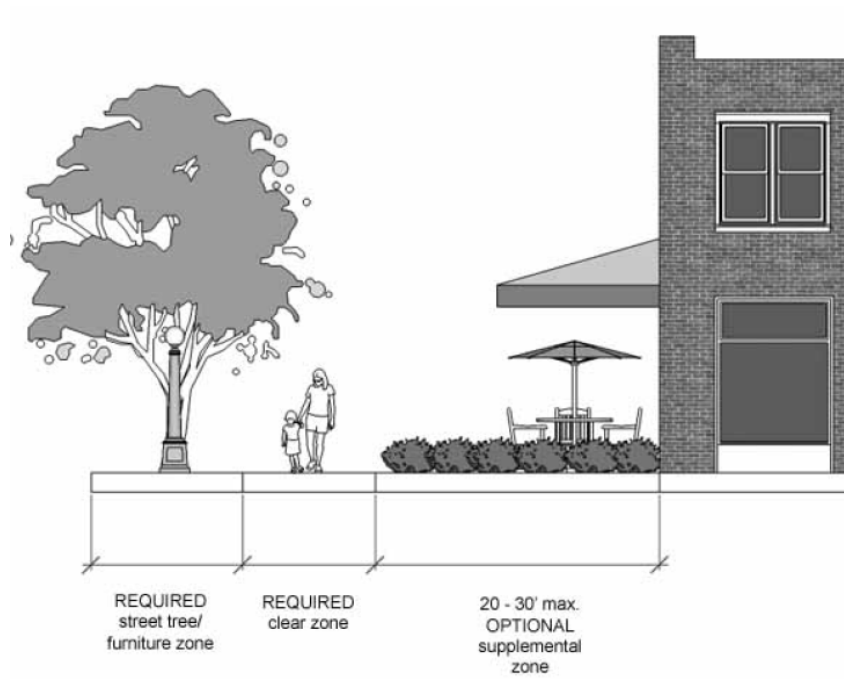


Figure 3. Street Frontage Improvement Elements

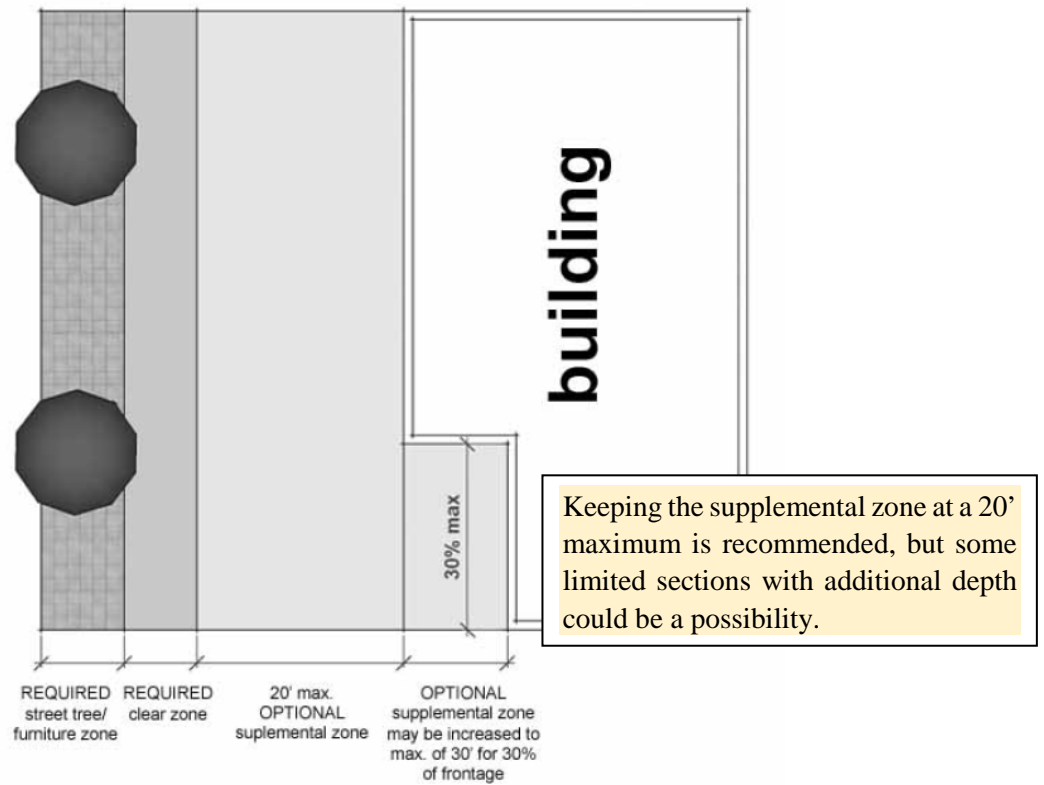


Figure 4. Supplemental Zone

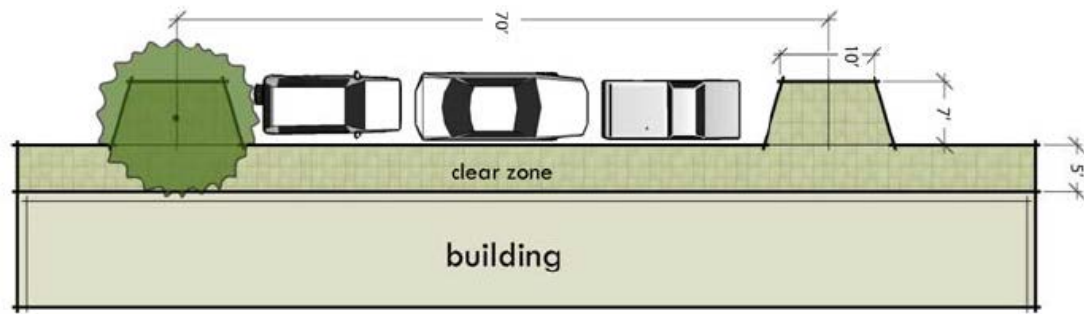


Figure 5. On-Street Parking in the Furniture Zone

B. Building Placement and Frontage Standards.

1. A minimum of 50% of the property frontage length along the site's principal street must consist of continuous building façade built up to the property line, clear zone, or supplemental zone, if one is provided (Figure 6).
2. For corner lots, a minimum of 40% of the property frontage length along the site's secondary street, which intersects with the primary street, must consist of continuous building façade built up to the property line, clear zone, or supplemental zone, if one is provided (Figure 7).

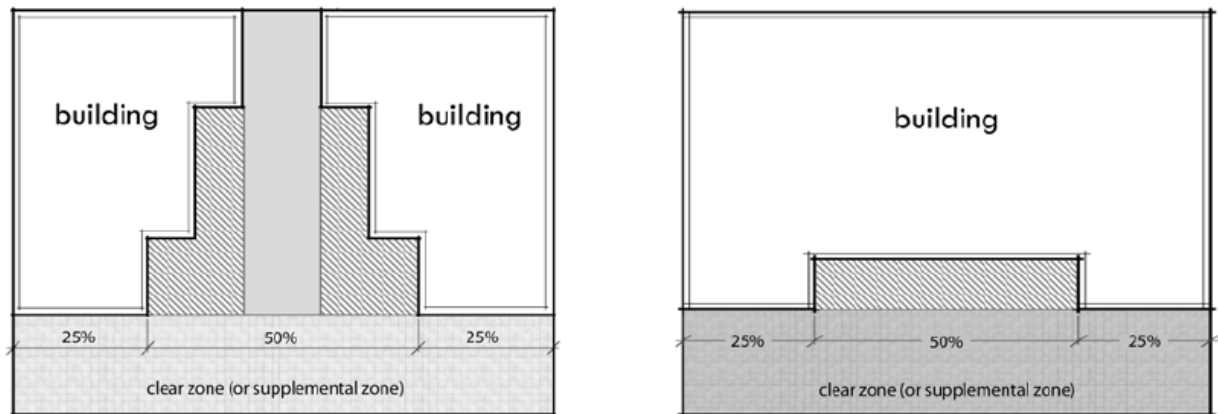


Figure 6. Building Façade Location along the Principal Street

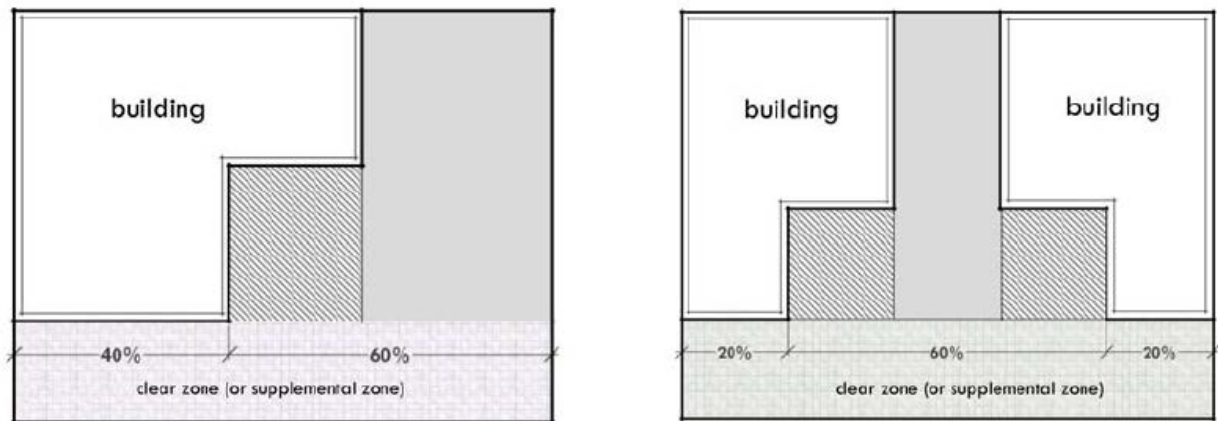


Figure 7. Building Façade Location along a Secondary Street

C. Outdoor Display.

1. Except as provided in subsection 2. of this section, all business and display of merchandise shall be conducted wholly within an enclosed building.
2. Subject to an administrative review and approval by the city manager, outdoor storage and display may be permitted when all of the following conditions are satisfied:
 - a. The amount of outdoor storage and display of merchandise does not exceed five percent of the gross floor area of the business;
 - b. Pedestrian, bicycle, wheel chair and motor vehicle access to and within the property is not impeded in any way;
 - c. The clear zone and street furniture zone are not used for this purpose;
 - d. The outdoor storage and display is in conformity with any conditions of development permit or building permit approval; and
 - e. The outdoor storage and display satisfies all relevant provisions of this title and other applicable requirements of this code.

D. Outdoor Activities.

1. Exterior work activities, including product storage or assembly are prohibited in the NMU Zone.
2. Outdoor eating areas, entertainment, outdoor markets, and similar activities are allowed in the NMU Zone. However, they shall be prohibited within the clear zone and street furniture zone.
3. Permitted outdoor activities shall be located a minimum of 20 feet from any adjacent residential zoning district. This setback area shall be landscaped and include a solid wall or fence with a minimum height of 6 feet to enhance privacy and attenuate potential noise impacts.
4. Outdoor speakers – Exterior speakers may be used provided:
 - a. They are only in use during the hours of operation, but no later than 10:00 pm; and
 - b. They are not audible beyond the property line.

E. Surface Parking Location.

1. Surface parking shall be prohibited between the front of buildings and the front lot line or clear zone;

2. Surface parking shall be located a minimum of 10 feet from any adjacent residential zoning district. This setback area shall be landscaped and include a wall or fence with a minimum height of 6 feet or evergreen vegetation that would provide screening equivalent to a fence.
 3. Surface parking located along a street frontage shall have a landscape buffer with a minimum width of 5 feet that is designed to provide screening of vehicles.
- F. Loading and Service Areas and Mechanical Equipment.
1. All loading areas, exterior garbage cans, garbage collection and recycling areas shall be screened from the street and adjacent properties. Fencing and/or landscaping of sufficient density and height shall be provided to screen such areas from view.
 2. Mechanical equipment located on the ground, such as heat pumps, cooling equipment, and generators shall be screened from the street and any adjacent residentially zoned properties.
 3. Mechanical equipment placed on roofs must be screened with a parapet or other screen around the equipment that is as tall as the highest point of the equipment.
 4. In addition to the above requirements for mechanical equipment, exhaust fans for kitchens shall be located a minimum of 50 feet from a residential zone.
- G. Exterior Lighting.
1. On-site pedestrian walkways must be lighted to a level where the circulation system can be used at night by employees, residents, and customers.
 2. Exterior lighting shall be located and designed to not shed light or glare on nearby properties.
- H. Exterior Finish Materials –
1. Street-facing facades shall consist predominantly of a simple palette of durable materials such as brick, stone, stucco, wood siding, and wood shingles.
 2. Split-faced block and gypsum reinforced fiber concrete shall only be used in limited quantities.
 3. Fencing shall be made of durable and attractive materials. The following fence materials are prohibited:
 - a. Plastic or vinyl; and
 - b. Chain link.
 4. The following building materials are prohibited on street facades and shall not collectively be used on more than 50% of any other building façade:
 - a. Vinyl PVC siding;
 - b. T-111 plywood;
 - c. Exterior insulation finishing (EIFS);
 - d. Corrugated metal;
 - e. Opaque glass; and
 - f. Sheet pressboard.
- I. Hours of Operation.
- To maintain a compatible relationship with surrounding residential uses, business hours shall be between the hours of 8 am and 10 pm. No business shall be conducted outside of these time limits unless approved as a conditional use as provided in this title.

ADDITIONAL CDC AMENDMENTS

16.24.020 Definition of Specific Terms.

“Live-work unit” means a dwelling unit where residential and nonresidential spaces are combined and where the dwelling unit is the principal residence of the business operator/proprietor. Nonresidential spaces are typically located on the ground floor with separate access and residential spaces are located on upper floors or the rear of the building.

“Floor area ratio (FAR)” means the amount of building floor area in relation to the amount of site area, expressed in square feet. For example, a floor area ratio of 2 to 1 means there is 2 square feet of floor area for every 1 square foot of site area. Public utility easements may be excluded from the site area when calculating the FAR.

“Frontage length” means the length of a property frontage along a street right-of-way. In the case of corner lots, the right-of-way of the intersecting street or streets shall not be included in measuring this distance.

“Principal street” means the street adjacent to a property with the highest transportation hierarchy classification. Other abutting streets, if any, are deemed to be secondary streets. Determination of the principal street shall be done using the following priority:

- Arterial street;
- Collector street;
- Neighborhood collector street; and
- Local street.

“Sidewalk zones” refers to three different zones on public sidewalks that include:

- “Clear zone,” which is the unobstructed portion for walking.
- “Street tree and furniture zone,” which is the portion of the sidewalk adjacent to the curb in which street trees may be planted. This zone is also intended for the placement of street furniture including seating, street lights, waste receptacles, fire hydrants, traffic signs, newspaper vending boxes, bus shelters, bicycle racks, public utility equipment, and similar elements in a manner that does not obstruct pedestrian access or motorist visibility.
- “Supplemental zone,” which lies between the clear zone and the street-facing building façade or front yard landscaping. This zone is intended to public uses including window shopping, plaza, outdoor café, or patio.

16.156.060 Approval Standards for Specific Uses.

D. Live-Work Unit in the NMU Zone

1. Deliveries shall be made between the hours of 8 am and 6 pm;
2. Deliveries shall not require the use of tractor trailers, semi-trucks, or heavy equipment;
3. There shall be no offensive noise, vibration smoke, dust, odors, heat, or glare noticeable at or beyond the property line resulting from the operation;
4. The home occupation shall be operated entirely within the unit, including storage of any materials;

5. Indoor storage and use of materials or products shall not exceed the limitations imposed by the provisions of applicable building and fire codes, and there shall be no storage and/or distribution of toxic or flammable materials;
6. A maximum of 60% of the total floor area of the live-work unit may be devoted to the business use;
7. Sufficient parking shall be provided on-site and/or on-street along the property frontage for employees and customers;
8. The following uses are not allowed:
 - a. Auto-body repair and painting;
 - b. Ongoing mechanical repair conducted outside of an entirely enclosed building
 - c. Junk and salvage operations; and
 - d. Storage and sale of fireworks.

E. Motel

F. Office and Retail Sales and Service Uses in the NMU Zone

1. Deliveries shall be made between the hours of 8 am and 6 pm;
2. Nearby properties shall be buffered from potential adverse noise and visual impacts including, but not limited to vehicles, heating and air conditioning units, exhaust fans, outdoor trash and recycling, headlights, exterior lighting, and associated outdoor activity;
3. The transportation system is capable of safely supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to collector or arterial streets, transit availability, on-street parking impacts, access requirements, and neighborhood impacts;
4. Access to a local street may be allowed only if it is found that adverse traffic impacts will not be created for surrounding properties.
5. Safe and convenient pedestrian and bicycle access shall be provided to the site

G. Parks and Open Space (subsequent lettering amended accordingly)

RELATED COMPREHENSIVE PLAN AMENDMENTS WEST KING CITY PLANNING AREA

PLAN IMPLEMENTATION

Commercial and Retail Opportunities

As noted above, residential development is the primary use intended for the West King City Planning Area. Commercial and retail opportunities presently exist along SW Pacific Highway, located approximately 1/3 mile to the east. As shown in Figure 2, there are several improved pedestrian and bi-cycle connections between the West King City Planning Area and these commercial services.

To provide additional opportunities for neighborhood-serving commercial uses, a Neighborhood Mixed-Use designation is included as a land use type, which could be applied in the West King City Planning Area. This would require a Comprehensive Plan Amendment and Zone Change, which is consistent with King City Comprehensive Plan.

Land Use Designations and Location Criteria

The local criteria are intended to provide guidance for the Planning Commission and City Council when land use designations for specific area within the City are proposed to be amended. These criteria describe the basic characteristics a property or properties should have to be eligible for a particular land use designation. The primary characteristics of the City land use designations are first described followed by location criteria. It is intended that these location criteria, associated with each land use designation, be construed in a flexible manner, in the interest of accommodating proposals which may not comply with all the applicable criteria but are found to be in the public interest and capable of harmonious integration into the community. The burden to prove a proposal's conformity with the Comprehensive Plan should vary according to the degree of change and impact on the community. The more significant the change or potential impact, the more strictly the criteria should be interpreted.

Low Density Residential

SF - Single Family Residential:

This land use designation is intended to apply to established single family residential properties within the City prior to June 5, 1991.

R-9 - Small Lot and Attached Residential:

This land use designation is intended to apply to annexed properties that were zoned R-9 in Washington County or that are within the West King Planning Area. (Ord. O-02-4 § 1 (part), 2002)

Purpose of the SF and R-9 Designations:

These two designations are intended for detached single family residential use on lots larger than two thousand eight hundred square feet in size. In addition, the R-9 zone permits attached single family dwellings, and residential care facilities. (Ord. O-02-4 § 1 (part), 2002)

Location Criteria:

Properties designated SF or R-9 should have the following location characteristics:

1. Direct Access to collector and local streets. Generally, these designations should apply to land which does not have direct access to major collector and arterial routes.
2. Land that is not suitable for more intensive development because of natural constraints such as unstable soils, poor drainage, and flooding.
3. Land that is not suitable for more intensive development because of limited facility and service capacity. The important facilities and services to be considered include, but are not limited to, sewer, water, storm drainage, police and fire protection, health services, public transit, and street capacity.
4. No commitment of the immediate area to medium high density residential or commercial development.

Medium Density Residential

A/T - Apartment/Townhouses:

This land use designation is intended to apply to established residential properties within the City prior to June 5, 1991.

R-12 Attached Residential:

This land use designation is primarily intended to apply to properties within the West King City Planning Area. (Ord. O-02-4 § 1 (part), 2002)

R-15 - Multi-family Residential:

This land use designation is intended to apply to annexed properties that were zoned R-15 in Washington County.

Purpose of the A/T, R-12, and R-15 Designations:

These three designations allow for multi-family residential development in addition to the single family residences and residential care facilities of the SF and R-9 designations. The A/T designation requires a maximum of one unit per two thousand five hundred square feet of land area (approximately sixteen units per acre) and the R-12 and R-15 designations allow maximum densities of twelve and fifteen units per acre, respectively. (Ord. O-02-4 § 1 (part), 2002)

Location Criteria:

Properties designated A/T, R-12, or R-15 should have the following location characteristics:

1. Direct access to collector or arterial streets.
2. No natural development limitations such as unstable soils or flooding that affect significant portions of the property.
3. Facility and service capacity that is adequate to accommodate development of this density. The important facilities and services to be considered include but are not limited to sewer, water, storm drainage, police and fire protection, health services, public transit, and street capacity.
4. The availability of public transit within one-half mile of the site.

Medium High Density Residential

R-24 - Multi-family Residential:

This land use designation is intended to apply to annexed properties that were zoned R-24 in Washington County or to properties that are found to be consistent with these criteria and Comprehensive Plan policies.

Purpose of the R-24 Designation:

This designation allows for the same array of uses as the A/T and R-15 designations but with an allowed maximum density of 24 units per acre.

Location Criteria:

Properties designated R-24 should have the following location characteristics:

1. Direct access to collector or arterial streets.

2. No natural development limitation such as unstable soils or flooding that affect significant portions of the property.
3. Sufficient facility and service capacity to accommodate this type of commercial development. The important facilities and services to be considered include but are not limited to sewer, water, storm drainage, police and fire protection, parks, health services, public transit, and street capacity.
4. Opportunities will be available to achieve a compatible relationship with surrounding land uses including but not limited to:
 - The site configuration and characteristics that allow for the privacy of adjacent residential uses.
 - Activities on the site that will not interfere with nearby residential uses.
 - The availability of public transit within one-quarter mile of the site.
 - Commercial services within one-half mile of the site.
5. No commitment of the immediate area to low or medium density residential development.

Mixed Use

NMU – Neighborhood Mixed-Use:

This land use designation is intended to apply to properties, which are within or adjacent to existing or future residential neighborhoods.

Purpose of the NMU Designation:

This designation allows for a mix of neighborhood-scale commercial and medium density residential uses. It allows for medium density residential development consistent with the R-12 designation, neighborhood serving businesses, or a combination of commercial and residential uses in one development.

Location Criteria:

Properties designated NMU should have the following location characteristics.:

1. The site shall have direct access to a collector or arterial street. Access to a collector or arterial street via a local street may be appropriate to comply with driveway access requirements and if it is found that adverse traffic impacts will not be created for surrounding properties, which are greater than what is possible under the existing zoning.
2. Sufficient facility and service capacity to accommodate this type of development. The important facilities and services to be considered include but are not limited to sewer, water, storm drainage, police and fire protection, health services, public transit, and street capacity.
3. Traffic congestion, parking, or safety problems shall not be created or exacerbated by commercial development on the site. This determination shall be based upon such considerations as street capacity, existing and projected traffic volumes, speed limits, number and type of turning movements, and the traffic generating characteristics of the potential commercial and residential activities on the site.
4. No natural development limitations such as unstable soils or flooding that affect significant portions of the property.
5. Opportunities will be available to achieve a compatible relationship with surrounding land uses including but not limited to:

- The site configuration and characteristics that allow for the privacy of adjacent residential uses.
 - Commercial activities on the site that will not interfere with nearby residential uses.
6. Significant unique natural features on the site which can be maintained.

Commercial

LC - Limited Commercial:

This land use designation applies to all commercial properties in the City.

Purpose of the LC Designation:

The City commercial center provides a mix of retail, service and business needs for the community. This commercial area, identified in the King City Comprehensive Plan and the Bull Mountain Community Plan, is located along Pacific Highway.

Location Criteria:

Properties designated LC should have the following location characteristics.:

1. The site shall have direct access to a major collector or arterial street.
2. Sufficient facility and service capacity to accommodate this type of commercial development.
The important facilities and services to be considered include but are not limited to sewer, water, storm drainage, police and fire protection, health services, public transit, and street capacity.
3. Traffic congestion or safety problems shall not be created or exacerbated by commercial development on the site. This determination shall be based upon such considerations as street capacity, existing and projected traffic volumes, speed limits, number and type of turning movements, and the traffic generating characteristics of the potential commercial activities on the site.
4. No natural development limitations such as unstable soils or flooding that affect significant portions of the property.
5. Opportunities will be available to achieve a compatible relationship with surrounding land uses including but not limited to:
 - The site configuration and characteristics that allow for the privacy of adjacent residential uses.
 - Commercial activities on the site that will not interfere with nearby residential uses.
 - Significant unique natural features on the site which can be maintained.
6. Public transit is available to the site or the immediate area.
7. Contiguity with existing commercial proper-ties.

**CITY OF KING CITY
PLANNING COMMISSION MEETING MINUTES**

Call to Order: A regular meeting of the King City Planning Commission was held at the King City Hall beginning at 9:36 a.m. on Wednesday, May 9th, 2018. Chair Commissioner Griffith called the regular Planning Commission to Order at 9:30 a.m.

Roll Call: **The following Planning Commission members were present:**

Chair Commissioner Carolyn Griffith
Commissioner Laurie Petrie
Commissioner Ann Marie Paulsen
Commissioner Jessica Poehler

Absent:

Commissioner John Walter - Excused
Commissioner Marc Manelis - Excused

Commissioner Quintien Harold – resigned

Staff present included:

City Manager (CM) Mike Weston

Approval of Minutes None

Agenda Item 3: Public Hearing:

This public hearing was continued from April 25, 2018. The draft ordinance is largely the same as the one reviewed on April 25th with following amendments. They are summarized below:

Amendment Summary Table

CDC Section	Differences between 4.25.18 draft and 5.1.18 draft
16.102.020 Permitted Uses	Retail sales and service uses are considered permitted if they are not conducted outside or if they need a liquor license review according to Chapter 5.50 of the King City Municipal Code. Office is placed back on the permitted list because those uses tend to be low-key, and they are conducted indoors.

CDC Section	Differences between 4.25.18 draft and 5.1.18 draft
16.102.030 Conditional Uses	<p>The retail sales uses that are conducted outdoors and/or need liquor license approval are retained as conditional uses.</p> <p>Parks and open space are in the conditional use category. The definition in 16.24.030 E. would include even small plazas in this category. Since we do want to encourage small public/semi-public spaces, we may want to consider allowing small plazas (perhaps with a size limit) as permitted uses.</p>
16.102.040 Dimensional and Density Requirements	No change.
16.102.060 A. Street Frontage Improvement Standards	No change.
16.102.060 B. Building Placement and Frontage Standards	No change.
16.102.060 D. Outdoor Activities	No change.
16.102.060 H. Exterior Finish Materials	Deleted the term “spandrel” glass and use “opaque” glass instead.
16.102.060 G. Hours of Operation	No change.
16.24.020 Definition of Specific Terms	No change.

CDC Section	Differences between 4.25.18 draft and 5.1.18 draft
<p>Definitions - Additional Considerations</p>	<p>Currently, the definition for “retail sales and service” includes 5 categories of use types: 1) sales -oriented, 2) personal service-oriented, 3) entertainment-oriented, 4) repair-oriented, and 5) drive-through facilities (see 16.24.030 D.). The current draft does not allow either repair or drive-through as a permitted or conditional use in the NMU Zone. The concerns we have discussed regarding the “right” mix of neighborhood-scale uses has really been centered around what uses in the entertainment-oriented category to allow in a neighborhood.</p> <p>We could consider adding a 6th retail sales and service category for “neighborhood-oriented” uses. This list would generally be a subset of uses included in the current retail sales and service categories (especially entertainment-oriented) that we find to be the most suitable for a neighborhood context. We could also identify specific uses not allowed as the code does now at the end of the retail sales and service definition.</p> <p>With this approach, we would then refer to “neighborhood-oriented” retail sales and service uses as we define them and delete reference to the other commercial use types. This could prove to be a cleaner approach to saying you can have this use, but here are the exceptions, provisos, etc. We would need to revisit the conditional use approval criteria in 16.156.060.</p>
<p>16.156.060 Approval Standards for Specific Uses</p>	<p>No change.</p>
<p>Comprehensive Plan Location Criteria</p>	<p>No change.</p>

After a short discussion Chair Commissioner Griffith opened the floor for Public comment.

Mark Dane of Mark Dane Planning:

Spoke about the depth and width of the lots, roads and ROW for public utilities.

Mr. Dane mentioned the importance of having the Single-family attached, and 0-foot setback detached units set at 20-foot-wide instead of the 24-foot wide.

He also, asked the Commissioners about the average 2,000 square feet and mention that it doesn't make much sense for the dimensional requirements. Staff didn't have the answer.

Chair Commissioner Griffith asked for Mr. Dane for clarification;

1. Single-family attached and 0-foot setback detached units set at 20-foot-wide;
2. Decrease the 1,600 min to 1,500 min and take out the average for Single-family attached and 0-foot setback detached units.

CM Weston would like to add the following:

3. Add a line item for Single-family detached 24-foot-wide.
4. Keep the 1,600 min square feet for Single-family detached 24-foot-wide.
5. Decrease Duplex from 3,600 to 3,000 min

Commissioner Paulsen suggested the following:

Single-family attached and 0-foot setback units 1,500 min. square feet

Multi-family units 1,500 min.

Live-work units 1,500 min.

There was a discussion on Live-Work Units one of the main topics was considering different access points to the resident's area and possibly prohibit retail sales.

Amendments to 16.102.040 Dimensional and density requirements.

1. Duplex 3,000 min. Square Feet with a 40' min lot width;
2. Single-family detached Lot size 1,600 Sq. Ft with a 24 min lot width;
3. Single-family attached lot size 1,500 Sq. Ft. with a 20' min lot width;
4. take out the average for Single-family attached and 0-foot setback detached units.
5. Multi-family units 1,500 min. Sq. Ft. with a 20' min lot width;
6. Live-work units 1,500 min. Sq. Ft. with a 20' min lot width.
7. Lot depth stays the same;
8. Front yard – corner 6 feet minimum for a side yard facing a street.

Amendments to 16.24.020 Definition of Specific Terms.

1. Live-work unit: After ground floor add separate access.
 - a. " Nonresidential spaces are typically located on the ground floor with *separate access*, and residential spaces are located on upper floors or the rear of the building."

**MOTION MADE BY COMMISSIONER PAULSEN TO RECOMMEND FORWARDING
WITH AMENDMENTS TO THE CITY COUNCIL FOR CONSIDERATION ON
CHAPTER 16.102 NEIGHBORHOOD MIXED-USE ZONE (NMU),
SECONDED BY COMMISSIONER POEHLER.**

**VOICE VOTE: 4-AYES – 0-NEYS – 0 ABSTENTIONS– 0- RECUSED
THE MOTION CARRIED 4-0.**

Agenda Item 4: Commissioner Reports:

None

Agenda Item 5: Staff Reports:

CM weston spoke about the Memo from Keith Lidan attached.

Agenda Item 6: Adjournment

**COMMISSIONOR PETRIE MOVED TO ADJOURN THE MEETING, COMMISSIONER
PAULSEN SECONDED, THE MEETING ADJOURNED AT 10:31 A.M**

Respectfully Submitted by:

Attested by:

Ronnie Smith
City Recorder

Mike Weston
City Manager