

## 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-January 16<sup>th</sup>, 2019 at the **Crown Center, 16880 SW 126<sup>th</sup> Ave, King City, Oregon 97224**

AGENDA		Action Item
<b>***REGULAR SESSION***</b>		
<i>Administer Oath of Office to Newly Elected Council Members</i>		
<i>Moment of Silence</i>		
7:00 p.m.	1. <b>CALL TO ORDER</b>	Time:
	2. <b>ROLL CALL</b>	
	3. <b>PLEDGE OF ALLEGIANCE</b>	M S A
	4. <b>APPROVAL OF MINUTES: July 18, 2018 December 5, 2018</b>	M S A
7:15 p.m.	5. <b>OPEN FORUM:</b> 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.	
7:20 p.m.	6. <b>UNFINISHED BUSINESS:</b>	
7:20 p.m.	7. <b>NEW BUSINESS:</b>	
	7.1 Officer Appointment <ul style="list-style-type: none"> <li>o Mayor</li> <li>o President</li> <li>o Secretary</li> <li>o Treasurer</li> </ul>	
	7.2 Consider Committee Appointments	M S A
	7.3 Ordinance 2018-06 – Municipal Code Amendment – Section 8.16 & 8.20 Regarding Disposal Rates – Second Reading	
	7.4 Public Hearing – Case No. LU 18-03 Zone Change	M S A
	7.5 Consider Planning Commission Applicants.	M S A
	7.6 Consider RFP for Community Park Improvements	M S A
	7.7 Consider RFP for Professional Auditing Services	M S A
	7.8 Consider ODOT Local Agency Agreement MTEP Amendment No. 3 (SW Royalty Parkway – SW Durham Rd	M S A
	7.9 November 2018 Financial Summary	M S A
7:50 p.m.	8. <b>POLICE CHIEF'S REPORT</b>	
8:00 p.m.	9. <b>CITY MANAGER'S REPORT</b>	Time:
8:10 p.m.	10. <b>MAYOR'S AND COUNCILOR'S REPORTS</b>	
8:40 p.m.	11. <b>ADJOURN</b>	
<b>NEXT COUNCIL MEETING FEBRUARY 6<sup>TH</sup>, 2019 (WORKSHOP)</b>		
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 Ronnie Smith, City Recorder, 503-639-4082.		
M=Motion; S=Second; A=Action/Vote		

**CITY OF KING CITY  
CITY COUNCIL MEETING MINUTES**

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**Call to Order:** A regular meeting of the King City – City Council was held at the King City Hall beginning at 7:00 p.m. on Wednesday, July 18, 2018. Mayor Gibson requested a moment of silence then proceeded to call the meeting to order at 7:01 p.m., followed by roll call and the Pledge of Allegiance

**Roll Call:** **The following City Council members were present:**

Mayor Ken Gibson  
President Bob Olmstead  
Councilor Jaimie Fender  
Councilor John Boylston  
Councilor Gretchen Buchner  
Councilor Billie Reynolds

**Absent:**

Councilor Smart Ocholi – excused

**Staff present included:**

City Manager (CM) Mike Weston  
Chief of Police (CP) Ernie Happala  
City Recorder (CR) Ronnie Smith

**Agenda Item 4:** **Approval of Minutes:** None

**Agenda Item 5:** **Open Forum:**

Mayor Gibson opened public comment on any item on the agenda (including questions, suggestions, complaints, and items for future agenda) and stated each person's time would be limited to three minutes.

None.

**Agenda Item 6:** **Unfinished Business:** None

**Agenda Item 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

The staff recommended 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.

The Councilors discussed their concerns and recommendations.

CM Weston conducted the first reading of Ordinance O-2018-03:

**ORDINANCE NO. 2018-03 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.**

Public Hearing: No comments.  
Public hearing is closed and will continue to second reading.

- 7.2 Review and discuss League of Oregon Cities Policy Committees recommendation for the legislative agenda for 2019 session.  
Item will be tabled. Ronnie will email councilors.

- 7.3 Approve PEG/PCN Grant Fund Agreement.

**MOTION MADE BY COUNCILOR BUEHNER TO APPROVE  
PEG/PCN GRANT FUND AGREEMENT, SECONDED BY  
COUNCILOR BOYLSTON.**

**VOICE VOTE: 6-AYES – 0-NEYS – 0 ABSTENTIONS– 0- RECUSED  
THE MOTION CARRIED 6-0.**

- 7.4 Discusses and approve Office Relocation Services Proposals – City Hall remodel  
CR Smith mentioned 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.

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.

**MOTION MADE BY COUNCILOR BUEHNER TO APPROVE  
PROPOSAL/AGREEMENT FROM LILE, SECONDED BY  
COUNCILOR BOYLSTON.**

**VOICE VOTE: 6-AYES – 0-NEYS – 0 ABSTENTIONS– 0- RECUSED  
THE MOTION CARRIED 6-0.**

- 7.5 Discuss and approve Mobile Structures Rental Quotes – City Hall remodel

CM Weston presented the staff report to City Council. CM Weston mentioned that Staff requested three (3) informal request for bids and have received two (2)back. One request came back as undeliverable from the U.S. postal service.

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.

**MOTION MADE BY COUNCILOR BUEHNER TO APPROVE  
PROPOSAL/AGREEMENT FROM PACIFIC MOBILE STRUCTURES,  
SECONDED BY COUNCILOR BOYLSTON.**

**VOICE VOTE: 6-AYES – 0-NEYS – 0 ABSTENTIONS– 0- RECUSED  
THE MOTION CARRIED 6-0.**

- 7.6 Discusses Landscape Management for Community Park

CM Weston mentioned that the current landscape management company for the Community Park was an emergency agreement when the original landscape management company went out of business.

Mayor Gibson shared his concerns about the park, and he wants to see the park revitalized.

Council Requested a workshop. Staff will send out dates.

7.7 Public Hearing – First reading of Ordinance for Chapter 16.102 NMU-ORDINANCE

Mayor Gibson request CM Weston to conduct the first reading of Ordinance No. 2018-06.

CM Weston read the title:

**ORDINANCE NO. 2018-04, AMENDING THE COMMUNITY DEVELOPMENT CODE AND COMPREHENSIVE PLAN TO ADD A NEIGHBORHOOD MIXED-USE ZONE.**

Staff Report:

City Planner Kieth Lidan presented the staff report:

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 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.

Mayor Gibson opened the hearing to public comments.

Favor:

Veva Geohler - 12700 SW Beef Bend Rd, King City:

If the city plans ahead and has control over the development, she believes that we can have a more livable city.

Opposition:

Susie Byrne – 13671 SW King Lear, King City:  
Is concerned with people renting the houses and working on cars as a business.  
She asked how the City will deal with this.

Staff stated that it would be the process of enforcing the zoning code.

Beth Clark – 17053 SW Bard way:  
Has concerns about parking for the NMU area. Right now parking for the residential area is a nightmare. She wants to see more parking and parking enforcement.

Lisa schelly – 1374 SW King Lear, King City:  
Has concerns about parking – she doesn't want to see cars on both sides of the street. She is also concerned about what it could do to housing prices.

Staff mentioned that we looked at the pros and cons of this type of use. Staff will also get an answer to the housing market rate.

Wendal Olsen – 13509 SW King Lear, King City:  
Has safety concerns for the older residents and families in the area.

Neutral:

Dave Loprinzi – 13321 SW Tammara Lane:  
Asked what the next step is going to be.

Staff mentioned that the next step is the second reading and then a discussion and then the council votes.

Public hearing is closed and will continue to the second reading.

**Agenda Item 8: Police Chief's Report**

No report.

**Agenda Item 9: City Manager's Report**

CM Weston reported Public Works position is reopened.

He also mentioned with the move coming up; staff will be scrambling and backing.

CM Weston attended the Metro Council and the TAC meeting.

**Agenda Item 10: Mayor and Councilor's Reports**

- Councilor Buehner – Reported that she attended MPAC meetings.
- Councilor Ocholi – No Report
- President Olmstead – No Report.
- Councilor Reynolds – No Report.
- Councilor Boylston – No Report.

- Councilor Fender – reported on the July Fourth parade and festival.
- Mayor Gibson – No report

**Agenda Item 12: Adjournment**

**COUNCILOR FENDER MOVED TO ADJOURN THE MEETING, PRESIDENT  
OLMSTEAD SECONDED, THE MEETING ADJOURNED AT 9:45 P.M**

Respectfully Submitted by:

Attested by:

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Ronnie Smith  
City Recorder

\_\_\_\_\_  
Mike Weston  
City Manager

**CITY OF KING CITY  
CITY COUNCIL MEETING MINUTES**

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**Call to Order:** A regular meeting of the King City – City Council was held at the King City Hall beginning at 7:00 p.m. on Wednesday, December 5<sup>th</sup>, 2018. Mayor Gibson requested a moment of silence then proceeded to call the meeting to order at 7:01 p.m., followed by roll call and the Pledge of Allegiance

**Roll Call:** **The following City Council members were present:**

Mayor Ken Gibson  
Councilor Jaimie Fender  
Councilor John Boylston  
Councilor Smart Ocholi  
Councilor Gretchen Buchner  
Councilor Billie Reynolds

**Absent:**

President Bob Olmstead

**Staff present included:**

City Manager (CM) Mike Weston  
Chief of Police (CP) Ernie Happala

**Agenda Item 4:** **Approval of Minutes:** June 20, 2018  
November 14, 2018

**MOTION MADE BY COUNCILOR BUEHNER TO APPROVE JUNE 20, 2018 MINUTES, SECONDED BY COUNCILOR BOYLSTON.**

**VOICE VOTE: 6-AYES – 0-NEYS – 0 ABSTENTIONS– 0- RECUSED  
THE MOTION CARRIED 6-0.**

**MOTION MADE BY COUNCILOR BUEHNER TO APPROVE  
NOVEMBER 14, 2018 MINUTES, SECONDED BY COUNCILOR  
FENDER.**

**VOICE VOTE: 6-AYES – 0-NEYS – 0 ABSTENTIONS– 0- RECUSED  
THE MOTION CARRIED 6-0.**

**Agenda Item 5:** **Open Forum:**

Mayor Gibson opened public comment on any item on the agenda (including questions, suggestions, complaints, and items for future agenda) and stated each person's time would be limited to three minutes.

None.

**Agenda Item 6:** **Unfinished Business: None**

**Agenda Item 7:** **New Business:**  
7.1 Human Rights Proclamation

Mayor Gibson read the Human Rights Proclamation:

WHEREAS, on December 10, 1948, the member States of the United Nations signed the Universal Declaration of Human Rights and countries of different political, economic and social systems unanimously agreed on the fundamental rights that all people share solely on the basis of their common humanity; and

WHEREAS, the Universal Declaration asserts that recognition of the inherent dignity and of the equal and inalienable rights of all members of the human family is the foundation of freedom, justice, and peace; and

WHEREAS, disregard and contempt for human rights have resulted in acts which have outraged the conscience of humankind, and

WHEREAS, a world in which human beings shall enjoy freedom of speech and belief and freedom from fear and want has been proclaimed as the highest aspiration of the common people; and

WHEREAS, the Universal Declaration is referred to as the authoritative definition of human rights standards and increasingly referred to as customary international law, which all countries must abide; and

WHEREAS, the primary responsibility to promote respect for these rights and freedoms lies with each individual and each of us can play a major role in enhancing human rights; and

WHEREAS, the people of King City reaffirm their faith in fundamental human rights, in the dignity and worth of the human person and in the equal rights of men and women and have determined to promote social progress and better standards of life;

NOW, THEREFORE, We, the City Council of King City, Oregon do hereby proclaim December 10, 2018 as HUMAN RIGHTS DAY and challenge our residents to study and promote the ideas contained in Universal Declaration of Human Rights, to the end that freedom, justice, and equality shall not perish but will flourish and be made available to all.

- 7.2 September 2018 Financial Summary  
CM Weston presented the September 2018 Financial.

**MOTION MADE BY COUNCILOR BUEHNER TO APPROVE  
SEPTEMBER FINANCIAL SUMMARY, SECONDED BY  
COUNCILOR BOYLSTON.**

**VOICE VOTE: 6-AYES – 0-NEYS – 0 ABSTENTIONS– 0- RECUSED  
THE MOTION CARRIED 6-0.**

- 7.3 Ordinance 2018-06 – Municipal Code Amendment – Section 8.16 & 8.20  
Regarding Disposal Rates – First Reading

CM Weston read the title – Ordinance No. 2018-06, Amending the King City Municipal Code sections 8.16 and 8.20 relating to the collection of solid waste and implementation of annual cost of living index.

CM Weston gave a summary of the ordinance. In May of 2018 Pride Disposal approached the City Council to consider an annual rate increase in accordance with increased costs associated with business activities. Historically, Pride Disposal has approached the council for such requests on an annual or biennial basis, and only when operation costs exceeded expectations and reduced the agreed upon rate of return in the City's Franchise agreement with Pride Disposal. Over the past year we have seen recycling cost increase nearly 100% over their rates from last year. Despite the unforeseen increases in recycling rates Pride Disposal has done a good job maintaining rates and services and only recently modified city services to keep rates low. The proposed amendments are minor in nature and are only enacted should the rate of return dip below the agreed upon rate in the franchise agreement; additionally should the rate of return in any given year exceed the 12% return then the applicant is suggesting the City conduct a rate study to recommend new rates. \*\*As an amendment to the proposed ordinance section 8.16.09§4(c), Staff would recommend that in the case that rates exceed 12% return in any given calendar year, then no CPI increase shall applied the following year, while a rate study is either deemed necessary or underway.

**Staff Recommendation:**

Continue to second reading. In January consider adoption of the modified version of the proposed Ordinance No. 2018-06, An Ordinance Amending the King City Municipal Code sections 8.16 and 8.20 relating to the collection of solid waste and implementation of annual cost of living index.

Modification Recommended: Ordinance Section 8.16.09§4(c), "If the rate of return exceeds 12% in any given calendar year, then no CPI increase shall be applied the following year, while a rate study is either deemed necessary or underway."

Public Hearing is closed will continue to the second reading on January 16<sup>th</sup>, 2019.

**Agenda Item 8: Police Chief's Report**

Chief briefly spoke about the issues surrounding the crimes that involved around cats in the unincorporated area of Washington County. Washington County Sheriffs are working to communicate with the King City Police Department.

Chief also spoke about the Change in the Regj and Servers.

**Agenda Item 9: City Manager's Report**

CM Weston reported that the Business Oregon loan was granted for the remodeling of the City Hall.

He also attended the following:

King City hosted the City Managers meeting at Wu's Kitchen;

Participated at the Safe Routes for School meeting – where he presented the 131<sup>st</sup> street redevelopment.

The City has prepared a letter for testimony at the Metro (URA-6D) Hearing tomorrow December 6<sup>th</sup>, 2018.

TGM grant will have a finalize scope next week. RFP will be issued soon.

City Hall remodel will start December 5<sup>th</sup>, 2018.

Working on the RFP for the Park Improvement.

**Agenda Item 10: Mayor and Councilor's Reports**

- Councilor Buehner – Reported that she attended MPAC meetings.
- Councilor Ocholi – no report
- Councilor Reynolds – attended the Planning Commission meeting this morning. She also asked David or Micah if they wanted to participate in the Small Cities on December 20 in Woodland Oregon. Micah volunteered.
- Councilor Boylston – shared his concerns with all the scams.
- Councilor Fender – No report
- Mayor Gibson – No report

**Agenda Item 12: Adjournment**

**COUNCILOR FENDER MOVED TO ADJOURN THE MEETING, COUNCILOR BOYLSTON SECONDED, THE MEETING ADJOURNED AT 8:30 P.M**

Respectfully Submitted by:

Attested by:

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Ronnie Smith  
City Recorder

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Mike Weston  
City Manager

Governmental Organizations Related to King City Council Representatives			
Name and Description of Committee		Representative	Meeting Information
WCCCA-Washington Co. Consolidated Communication Assoc	Board	(P)	Loc: WCCCA Bldg
	Technical Committee (Users)		
WCCC-Washington Co. Coordinating Committee-Consists of elected and appointed Officials who represent Washington County and the 13 cities within the county. Main responsibility; discussion and development of recommendations on issues associated with transportation.	Policy Committee	(P) (A)	Loc: Beav. Library Day: 1 <sup>st</sup> or 2 <sup>nd</sup> Monday Time: 12:00 pm
	Technical Committee	(P) Mike Weston (A)	Loc: Beav. Library Day: Last Thursday Time: 1:30 pm
Washington Co. Community Development Block Grant	Policy Advisory Board	(P) (A)	Loc: Rotating Day: 2 <sup>nd</sup> Thursday Time: 7:00 pm
MACC-Metropolitan Area Communication Commission-Monitors cable and telecommunications	MACC-Board	(P) (A)	Loc: Rotating Day: 3 <sup>rd</sup> Wed/Quarterly Time: 1:30 pm
Tigard Intergovernmental Water Board		(P) (A)	Loc: Tigard Water Bldg Day: 2 <sup>nd</sup> Wed. Time: 5:30 pm
Tualatin Basin Natural Resources Coordinating Committee	Policy Advisory Board	Vacated (P)	As needed
Southwest Corridor Plan	Steering Committee	(P) (A)	
Small Cities Group		(P) (A)	Quarterly- Rotating
LOC		(P) (A)	
Town Hall Mtgs for Congressional Delegates		(P) _____ (A)	

(P) = Primary Representative/Member (A) = Alternate Representative/Member (L) = Council Liaison 1/8/2019

Metro Council		_____	
WA County Transportation Options		Mike Weston _____	
Greater Portland Inc		(P) (A) (L)	2 <sup>nd</sup> Wednesday of Every Month. Tualatin Library 1:30pm
Westside Economic Alliance		(P) (A)	4 <sup>th</sup> Wednesday of Every Month
METRO JPAC Transportation		(P) (A)	3 <sup>rd</sup> Thursday of Every Month. 7:30-9:00am
METRO Policy Advisory Committee		(P) (A)	2 <sup>nd</sup> and 4 <sup>th</sup> Wednesday of Every Month. 5:00-7:00pm
Water Consortium		(P) (A)	Metro 3x a year
HOA's	Edgewater Garden Villa KCCA Castle Oaks South River Edge		
Friends of BM		_____	
CPO4k			

(P) = Primary Representative/Member (A) = Alternate Representative/Member (L) = Council Liaison 1/8/2019


# ***REQUEST FOR COUNCIL ACTION***

**DATE ACTION REQUESTED: December 5, 2018**

<b>Order ____</b>	<b>Ordinance <u>X</u></b>	<b>Resolution ____</b>	<b>Motion ____</b>	<b>Information ____</b>
<b>No.</b>	<b>No. 2018-06</b>	<b>No.</b>		

**SUBJECT: Ordinance No. 2018-06, Amending the King City Municipal Code sections 8.16 and 8.20 relating to the collection of solid waste and implementation of annual cost of living index.**

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

## **RECOMMENDATION:**

Adopt a modified version of the proposed Ordinance No. 2018-06, An Ordinance Amending the King City Municipal Code sections 8.16 and 8.20 relating to the collection of solid waste and implementation of annual cost of living index.

Modification Recommended: Ordinance Section 8.16.09§4(c), "If the rate of return exceeds 12% in any given calendar year, then no CPI increase shall be applied the following year, while a rate study is either deemed necessary or underway."

## **EXECUTIVE SUMMARY:**

In May of 2018 Pride Disposal approached the City Council to consider an annual rate increase in accordance with increased costs associated with business activities. Historically, Pride Disposal has approached the council for such requests on an annual or biennial basis, and only when operation costs exceeded expectations and reduced the agreed upon rate of return in the City's Franchise agreement with Pride Disposal. Over the past year we have seen recycling cost increase nearly 100% over their rates from last year. Despite the unforeseen increases in recycling rates Pride Disposal has done a good job maintaining rates and services and only recently modified city services to keep rates low. The proposed amendments are minor in nature and are only enacted should the rate of return dip below the agreed upon rate in the franchise agreement; additionally should the rate of return in any given year exceed the 12% return then the applicant is suggesting the City conduct a rate study to recommend new rates. \*\*As an amendment to the proposed ordinance section 8.16.09§4(c), Staff would recommend that in the case that rates exceed 12% return in any given calendar year, then no CPI increase shall applied the following year, while a rate study is either deemed necessary or underway.

## **FISCAL IMPACT:**

## **STRATEGIC ASSESSMENT:**

**File can be found at:**

**ORDINANCE NO. O-2018-06**

**AN ORDINANCE AMENDING THE KING CITY MUNICIPAL CODE SECTIONS 8.16 AND 8.20 RELATING TO THE COLLECTION OF SOLID WASTE AND IMPLEMENTATION OF ANNUAL COST OF LIVING INDEX.**

**WHEREAS**, the City of King City adopted Ordinance O-1989-03 on October 5, 1988 which enacted a franchise agreement between King City Municipality and Pride Disposal Company a Solid Waste Handler and Service Provider; and

**WHEREAS**, the City of King City has continuously amended rates and franchise language established in Ordinance 1989-03 with the adoption of amending ordinances O-1991-09, O-1995-04, O-2005-06, o-2009-01; and

**WHEREAS**, the City Council of King City finds it advisable to establish a flexible long term solution to rate establishment criteria; and

**WHEREAS**, the City Council of King City in cooperation with Pride Disposal Company are in mutual agreement with the proposed language attached hereto and by this reference made a part hereof.

Now, Therefore, **THE CITY OF KING CITY ORDAINS AS FOLLOWS:**

Section 1. Ordinance Section 8.16 is amended as proposed in the attached Exhibit A with the amendment as identified in Section 2 Below.

Section 2. Ordinance Section 8.16.09§4(c) in the attached document is amended as follows, "If the rate of return exceeds 12% in any given calendar year, then no CPI increase shall be applied the following year, while a rate study is either deemed necessary or underway."

First Reading and Public Hearing held December 19, 2018

Adopted this 16th day of January 2019

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Kenneth Gibson, Mayor

Attest: \_\_\_\_\_  
Ronnie Smith, City Recorder

## **Chapter 8.16 SOLID WASTE DISPOSAL**

### **Sections:**

- 8.16.010 Purpose of chapter.**
- 8.16.020 Definitions.**
- 8.16.030 Franchise required for collection.**
- 8.16.040 Collection equipment requirements.**
- 8.16.050 Disposal sites.**
- 8.16.060 Collection schedules.**
- 8.16.080 Collector—Seasonal pickups.**
- 8.16.090 Collection rates.**
- 8.16.100 Insurance or bond in lieu of fee.**
- 8.16.110 Collection area—Containers.**
- 8.16.120 Ownership of solid waste.**
- 8.16.130 Collector—Recycling.**
- 8.16.140 Council duties—Contracts.**
- 8.16.150 Council—Additional duties.**
- 8.16.160 Violation—Penalty.**
- 8.16.170 Franchise fee.**

### **8.16.010 Purpose of chapter.**

The council finds that it is a governmental obligation to provide for the safe, efficient and dependable collection and removal of solid waste within the city to protect the health, peace and safety of the inhabitants of the city from disease and reduction in property values that could occur from accumulated unremoved solid waste. The council further finds that it is a proper and necessary exercise of its police powers to adopt and enforce a solid waste management program to:

- A. Insure safe accumulation, storage, collection, transportation, disposal or resource recovery of solid waste;
- B. Insure maintenance of a financially stable, reliable solid waste collection and disposal service;
- C. Insure rates that are just, fair, reasonable and adequate to provide necessary service to the public;
- D. Prohibit rate preference and other discriminatory practices which benefit one user at the expense of other users of the service or the general public;
- E. Conserve energy and material resources;
- F. Eliminate overlapping service to reduce truck traffic, street wear, air pollution and noise;
- G. Provide standards for solid waste service and public responsibilities; and
- H. Provide to each resident and inhabitant the opportunity to recycle recyclable materials generated within the city. (Ord. O-89-3 § 1, 1988)

### **8.16.020 Definitions.**

For purposes of this chapter, the following definitions shall apply:

“Collector” means the franchisee under this chapter.

“Compensation” means and includes:

1. Any type of consideration paid for services including, without limitation, rent, lease payments, and any other direct or indirect provision for the payment of money, goods, services or benefits by owners, tenants, lessees, occupants or similar persons;
2. The exchange of services between persons; and

3. The flow of consideration from the person owning or possessing the solid waste to the person providing the service or from the person providing the service to the person owning or possessing the solid waste.

“Council” means the city council of the city.

“Franchise” means the right to provide service granted to a person pursuant to this chapter.

“Person” means any individual, partnership, association, corporation, trust, firm, estate, joint venture, or other public or private legal entity.

“Putrescible material” means organic materials that can decompose and may give rise to foul smelling, offensive odors or products.

“Recyclable materials” mean solid waste that can be recycled or reused.

“Recycling” means any process by which solid waste materials are transformed into new products in such a manner that the original products lose their identity.

“Resource recovery” means the process of obtaining useful material or energy resources from solid waste and including energy recover, materials recovery, recycling and reuse of or from solid waste.

“Reuse” means the return of a commodity into the economic stream for use in the same kind of application as before without a change in its identity.

“Service” means the collection, storage, transportation, transfer or disposal of, or resource recovery from, solid waste.

“Solid waste” means all wastes, in solid or liquid form, including but not limited to, garbage, rubbish, ashes, street refuse, waste paper, corrugated and cardboard, commercial, industrial, demolition and construction wastes, swill, discarded vehicle parts, discarded home and industrial appliances, vegetable or animal solid and semisolid wastes, small dead animals, and other wastes. It does not include sewage, sewage sludge, or sewage hauled as an incidental part of a septic tank or cesspool cleaning service.

“Waste” means material that is no longer wanted by or usable by the source generator or producer of the material and which material is to be disposed of or to be resource recovered by another person, and includes both source separated material and nonsource separated material. (Ord. O-89-3 § 2, 1988)

#### **8.16.030 Franchise required for collection.**

Except as otherwise provided in this chapter, it is unlawful for any person to provide service, offer to provide service or advertise for the performance of service or to collect solid waste or recyclable materials in the city without having obtained a franchise from the city. Nothing in this chapter is to be construed to prevent any resident or household of the city from hauling his or her own solid waste or refuse and disposing of the same in a lawful manner; provided, however, that no resident or householder shall be permitted to haul solid waste for another person. (Ord. O-89-3 § 3, 1988)

#### **8.16.040 Collection equipment requirements.**

The collector shall use proper and suitable equipment for the hauling and transportation of solid waste. All equipment for handling solid waste, ashes, and rubbish shall be covered and all equipment for handling liquids shall be equipped with a metal body, watertight and drip-proof. All equipment shall be kept clean at all times. Sufficient equipment shall be kept on hand to promptly and adequately remove all solid waste subject to the terms of this chapter. Employees of the collector shall be attired in neat and proper uniforms. (Ord. O-89-3 § 4, 1988)

#### **8.16.050 Disposal sites.**

The collector shall secure, at his own expense, an approved location for the disposal of solid waste collected from the city, and the collector shall conform to all rules, regulations and requirements

of any public authority or agency having jurisdiction over any such disposal site or sites. (Ord. O-89-3 § 5, 1988)

#### **8.16.060 Collection schedules.**

The collector shall provide collections of solid waste at least weekly in all residential districts of the city. The collector may provide collection services on legal holidays and Sundays, however, Sunday service shall be limited to emergency pickup of a commercial account in response to a request made by a commercial customer. No residential collection shall be made before 6am or after 7pm. The collector shall perform his obligations under this chapter under the supervision and to the satisfaction of the city manager in compliance with all sanitary regulations of the city and of the state. (Ord. O-89-3 § 6, 1988)

#### **8.16.080 Collector—Yard Debris service.**

The collector shall provide an optional every other week yard debris collection service in all residential districts of the city including providing a yard debris cart to each customer who chooses yard debris service to place on the curb on collection day. The rates for this service shall be established pursuant to Section 8.16.090 of this chapter. (Ord. O-05-06 § 1, 2005; Ord. O-89-3 § 8, 1988)

#### **8.16.090 Collection rates.**

A. The rates to be charged to all persons, firms or corporations by the collector shall be reasonable and uniform, taking into consideration the service rendered, and shall be in substantial compliance with and not in excess of those rates adopted by resolution of the council.

B. The collector shall provide pro rata billing to those customers requesting temporary suspension of service. The collector shall suspend service when notified via a telephone call or a written request no less than ten days before the designated pickup date on which suspension is to begin. The suspension of service must be for a period of time involving no less than two successive pickup dates. Notice requesting suspension of service must include the date on which service is to be resumed.

C. Nothing in this section shall be construed to limit, modify or preclude the right on the part of the city to amend this chapter to regulate or provide other or different rates or prescribe additional classifications and charges, provided that rate changes or classifications shall not become effective except thirty days after enactment and shall be reasonable in consideration of service required to be rendered by the collector to the public.

D. Unless a governmental unit or legislative body has raised or lowered the cost of providing service or there is a substantial increase in the cost of doing business that was not provided for in the previous rate adjustment, rate adjustments shall be made annually on the following schedule:

1. On or before March 15<sup>th</sup>, the collector shall file an annual report with the city manager for the year ended the previous December 31<sup>st</sup>.

2. The city manager shall report to the council by April 15<sup>th</sup> on the franchise reports and propose rate adjustments, if any. The city manager may make such recommendations as appropriate to the rate determination. A copy shall be delivered to the collector.

3. Unless there is good cause shown and recorded in the minutes of the council, if a rate adjustment is proposed, the council shall set a hearing on the proposed rate adjustment within sixty days of receiving the report from the city manager and shall either approve or disapprove the proposed rate adjustment within thirty days of said hearing.

4. The rate adjustment proposed by the city manager under subsection 2 above shall be based on the following:

- a. if the rate of return of the collector is less than eight percent, then the city will undertake a rate study to recommend new rates. The study will be designed to recommend new rates that will be effective on the immediately following January 1 and intended to produce a

rate of return of ten percent for the calendar year beginning on that date. The study will also determine the projected rate of return for the collector during the current calendar year, and that information shall be reported to the collector. So long as the projected rate of return for that current calendar year is within two percent more or less than the targeted rate of return, no rate study will be needed based on that calendar year's report.

b. If the rate of the return of the collector is between eight and twelve percent, the proposed rate adjustment will be effective on the immediately following January 1 and will be indexed to the US Department of Labor, Bureau of Labor Statistics CPI-U Over-the-Year Percent Change Annual Average for Portland-Salem (the "index"). If the rate of return is between eight to nine percent, then the proposed rate adjustment will be 1.25 times the index. If the rate of return is between nine to eleven percent, then the proposed rate adjustment will be equal to the index. If the rate of return is between eleven to twelve percent, then the proposed rate adjustment will be .75 times the index.

c. If the rate of return exceeds 12% in any given calendar year, then no CPI increase shall be applied the following year, while a rate study is either deemed necessary or underway.

1. The city may undertake a rate study to recommend new rates. The study would be designed to recommend new rates that will be effective on the immediately following January 1 and intended to produce a rate of return of ten percent for the calendar year beginning on that date. The study would also determine the projected rate of return for the collector during the current calendar year, and that information shall be reported to the collector. So long as the projected rate of return for that current calendar year is within two percent more or less than the targeted rate of return, no rate study would be needed based on that calendar year's report.

2. The collector may increase current services provided to city customers.

3. The collector may add to the services provided to city customers.

5. Cost of services studies will be conducted at a minimum of every six years. (Ord. O-05-06 § 2, 2005; Ord. O-95-4 § 1, 1995; Ord. O-89-3 § 9, 1988)

#### **8.16.100 Insurance or bond in lieu of fee.**

A. The collector shall pay, save harmless and indemnify the city from any loss, damages, costs, penalties, expenses, liabilities, or charges of any kind arising out of or related to the city's enforcement or defense of proceedings relating to the privileges and obligations granted by this chapter. If an action shall be filed against the city, either independently or jointly with the collector, to recover for any claim or jointly with the collector, to recover for any claim or damages relating to the privileges and obligations granted by this chapter, the collector upon notice to it by the city shall defend the city against the action and in the event of a final judgment being obtained against the city, either independently or jointly with the collector, the collector will pay the judgment and all costs and reasonable attorney fees and hold the city harmless therefrom.

B. The collector shall, concurrently with his acceptance of the franchise, file with the city recorder and at all times thereafter maintain in full force and effect for the term of the franchise or any renewal thereof, at the collector's sole expense, a corporate surety bond with a responsible company licensed to do business in the state in the amount of ten thousand dollars guaranteeing full and faithful performance by the collector under this chapter. The bond shall be subject to the review and approval of the city attorney. The collector shall annually furnish proof to the city recorder that the bond remains in effect.

C. The collector shall maintain insurance in such forms and with such companies as shall be approved by the city attorney, which shall cover the collector's business operation, including each

vehicle operated by the collector. The insurance coverage shall include not less than one hundred thousand dollars for one person nor less than three hundred thousand dollars for bodily injury due to each occurrence and not less than three hundred thousand dollars for damage to property due to each occurrence.

D. All such insurance coverage shall provide a thirty-day notice to the city recorder in the event of material alteration or cancellation of any coverage afforded in the policies prior to the date the material alteration or cancellation shall become effective. Copies of all policies required under this section shall be furnished to and filed with the city recorder not more than thirty days after the effective date of the franchise granted by this chapter. The provisions of this section, any bonds accepted to the city pursuant thereto and any damage recovered by the city under this chapter shall not be construed to excuse unfaithful performance by the collector or limit the liability of the collector under this chapter or the collector for damages, either to the full amount of the bond, or otherwise. (Ord. O-91-9 § 1 (part), 1991; Ord. O-91- 7 § 1, 1991; Ord. O-89-3 § 10, 1988)

#### **8.16.110 Collection area—Containers.**

All solid waste collection and disposal shall be performed by the collector for properties located within the city unless otherwise provided by this chapter. The owner, contract purchaser, or person in control of any residential structure offered to others for rent, lease or occupation within the city shall provide through the collector for the collection and disposal of solid waste from any such structure. Collector will provide all equipment for customers. (Ord. O-93-3 § 1, 1993; Ord. 166-93.8.16 § 1, 1992; Ord. O-90-23 § 1, 1990; Ord. O-89-3 § 11, 1988)

#### **8.16.120 Ownership of solid waste.**

All solid waste located, placed or deposited in a cart, container, or drop box placed out by a customer for collection by the collector shall belong to the collector. It is unlawful for any person other than the collector to remove any solid waste from such receptacles. Any person removing such materials in violation of this section shall be subject to the penalties defined in Section 8.16.160 of this chapter. (Ord. O-89-3 § 12, 1988)

#### **8.16.130 Collector—Recycling.**

The collector shall provide on-route recycling subject to the following provisions:

A. The collector shall collect at least every other week source separated recyclable materials. The collector shall give notice to each person of the opportunity to recycle, encouraging source separation of recyclable materials.

B. In the event the council wishes to establish, modify or enlarge the collector's recycling program, the collector shall be given not less than thirty days notice of a hearing before the council on the matter and be given an opportunity to be heard and participate in the hearing.

C. If, after the hearing and on the basis of written findings, the council directs recycling be provided, modified or enlarged, the collector shall be given a reasonable opportunity to provide recycling or subcontract with other persons to provide it.

D. Nothing in this section shall prevent the collector from modifying or expanding on-route recycling prior to a council hearing and determination.

E. Nothing in this section shall prohibit a nonprofit, charitable, benevolent or civic organization from recycling materials which have not been set out for collection by the collector. (Ord. O-89-3 § 13, 1988)

#### **8.16.140 Council duties—Contracts.**

A. The council may suspend, modify, revoke or terminate the franchise granted under the provisions of this chapter after written notice and hearing upon finding that the collector has:

1. Willfully violated this chapter or ORS Chapter 459 or the rules and regulations promulgated thereunder; or

2. Willfully refused to provide adequate service after written notice and a reasonable opportunity to do so.

B. In any case where the city manager finds a serious danger to public health or safety, the city manager may suspend the franchise without a hearing but shall notify the collector of the reasons for the action and afford the collector the opportunity for a hearing before the council within fourteen days from the date of the suspension. In lieu of immediate suspension, modification or revocation of the franchise, the council may order compliance and make suspension, modification or revocation contingent upon compliance with the order within the time stated in the order.

C. The collector agrees as a condition of the franchise that whenever the city manager finds that the failure of service, threatened failure of service, or the need for a suspension of the franchise would result in creation or continuation of an immediate and serious health hazard or serious public nuisance, the council may, after a minimum of twenty-four hours actual notice to the collector and a public hearing if the collector requests it, provide or otherwise authorize another person to provide temporarily the service or provide emergency service. (Ord. O-89-3 § 14, 1988)

#### **8.16.150 Council—Additional duties.**

In addition to all other authority granted to or inherent in the council, the council may issue temporary restraining orders enjoining the alleged violation of any of the provisions of the franchise, this chapter or rules and regulations issued pursuant thereto which order shall direct the alleged violator to immediately cease and desist from an act or acts described in the order until the council determines whether or not a violation has occurred. Before issuing a temporary restraining order, the council must have reasonable grounds to believe that a violation has occurred. In no event shall the council make and issue such an order without first receiving a sworn affidavit containing allegations of the violation, which affidavit shall specify the alleged violation in short and concise language sufficient to apprise the alleged violator of the act or acts to be enjoined. The order shall direct the alleged violator to appear at the time and place stated in the order and show cause, if any, why the alleged violator should not be immediately enjoined from doing the act or acts specified in the order. If the council determines that the alleged violator has committed a violation of this chapter, the council may make and enter an order permanently enjoining further violation. (Ord. O-89-3 § 15, 1988)

#### **8.16.160 Violation—Penalty.**

A. Any person violating the provisions of this chapter shall be subject to a penalty not to exceed one thousand dollars. Each day a violation of this chapter continues shall be deemed a separate violation. In addition to the above penalties, any condition caused or permitted to exist in violation of this chapter shall be deemed to be a public nuisance and the city attorney may, in addition to other remedies provided by law, institute injunction, mandamus, abatement or other appropriate legal proceedings to temporarily or permanently enjoin or abate such violation. Penalties and other remedies may be enforced pursuant to ORS 30.310, 30.315 and 30.410. The penalties and remedies provided in this chapter are not exclusive and are in addition to any penalties and remedies available to the city under any other ordinance or law.

B. In addition to any other remedy available to the city to enforce the provisions of this chapter, the city may impose a charge or fee, not to exceed one thousand dollars per day upon any person who, without complying with the provisions of this chapter, provides service or collects or hauls solid waste or

recyclable materials over the streets and ways within the city. Collection of the fee may be enforced by civil proceedings pursuant to ORS 30.315. (Ord. O-89-3 § 16, 1988)

#### **8.16.170 Franchise fee.**

Effective July 1, 1991, as compensation for the franchise granted to the franchisee for use of the streets and ways within the corporate limits of the city, the franchisee shall pay to the city a fee equal to three percent of the gross receipts resulting from the solid waste services conducted under the franchise. The franchise fee shall be computed on a quarterly basis and paid within thirty days following the end of each quarterly calendar year. The franchisee shall maintain an adequate record of gross cash receipts resulting from the solid waste services conducted under the franchise. Records shall be open at all times for audit by authorized personnel designed by the city administrator. Willful misrepresentation of gross cash receipts by the franchisee shall constitute cause for revocation of this franchise pursuant to Section 8.16.140 of this chapter. The franchise fee shall be in lieu of any business license or regulatory fee or tax, but shall not be in lieu of any ad valorem tax, imposed by the city. (Ord. O-91-9 § 2, 1991: Ord. O-91-7 § 2, 1991: Ord. O-89-3 § 17, 1988)

### **Chapter 8.20 COMMERCIAL GARBAGE CONTAINERS**

#### **Sections:**

##### **8.20.010 Standards for approval.**

##### **8.20.020 Special conditions and enforcement.**

##### **8.20.030 Violation—Penalty.**

#### **8.20.010 Standards for approval.**

A. All commercial garbage receptacles, and covered containers/drop boxes (one yard to forty yards) located within the residential and commercial zones shall be in an enclosed area on the property or at the building being served and shall be screened from public view unless otherwise specified in this chapter.

B. The height of the screening shall not exceed six feet.

C. The screen shall enclose the receptacle on all four sides, with one side being a gate, and shall be constructed to be compatible with materials and color of surrounding buildings.

D. Enclosures must be approved by the collector before construction to ensure access is acceptable.

E. Chain link fences with slats, wood, or brick or any combination will qualify as appropriate materials. Other commonly used materials may be approved by the planning commission.

F. Shrubbery and evergreens will not qualify alone for screening but may be included in addition to materials listed in subsection D of this section. (Ord. O-90-9 § 1, 1990; Ord. O-89-14 § 1, 1989)

#### **8.20.020 Special conditions and enforcement.**

A. The homeowner, or property owner, shall assume all responsibility for the safety and maintenance of the containers and screens. No additional garbage or refuse may be visible at any time.

B. No commercial sized container or enclosure, visible from the golf course, shall be located on property abutting the golf course.

(Ord. O-89-14 § 2 (A—D), 1989)

#### **8.20.030 Violation—Penalty.**

It is a violation not to comply with any of the provisions of this chapter. Each noncompliance will be considered a separate violation and each day that a violation exists shall constitute a separate violation. The penalty for each violation shall be a fine as required by the city's schedule of fees and

penalties as approved through resolution of the city council. (Ord. O-94-1 § 19, 1994; Ord. O-90-9 § 2, 1990; Ord. O-89-14 § 2 (D), 1989)



October 1, 2018

Mike Weston, City Manager  
City of King City  
15300 SW 116<sup>th</sup> Ave  
King City, OR 97224

Re: Request for code changes regarding solid waste rates

We are proposing modifications to sections 8.16 and 8.20 of the King City Municipal Code, related to solid waste. This proposed change would implement an annual cost of living index, similar to code language that exists in both City of Tigard and City of Sherwood. These proposed changes would provide transparency regarding rate setting. The changes would also provide annual incremental rate changes, if necessary, rather than infrequent and larger rate increases.

We originally brought these changes to council in May 2018. Per Council's direction, we made some changes to the language and addressed what would happen if the rate of return came in at over 12%.

There are a few other proposed changes to the code language, which are minor housekeeping changes to modify the code to match current practices.

The proposed changes are attached to this letter.

Thank you,

Kristin Leichner  
Pride Disposal

## **Chapter 8.16 SOLID WASTE DISPOSAL**

### **Sections:**

- 8.16.010 Purpose of chapter.**
- 8.16.020 Definitions.**
- 8.16.030 Franchise required for collection.**
- 8.16.040 Collection equipment requirements.**
- 8.16.050 Disposal sites.**
- 8.16.060 Collection schedules.**
- 8.16.080 Collector—Seasonal pickups.**
- 8.16.090 Collection rates.**
- 8.16.100 Insurance or bond in lieu of fee.**
- 8.16.110 Collection area—Containers.**
- 8.16.120 Ownership of solid waste.**
- 8.16.130 Collector—Recycling.**
- 8.16.140 Council duties—Contracts.**
- 8.16.150 Council—Additional duties.**
- 8.16.160 Violation—Penalty.**
- 8.16.170 Franchise fee.**

### **8.16.010 Purpose of chapter.**

The council finds that it is a governmental obligation to provide for the safe, efficient and dependable collection and removal of solid waste within the city to protect the health, peace and safety of the inhabitants of the city from disease and reduction in property values that could occur from accumulated unremoved solid waste. The council further finds that it is a proper and necessary exercise of its police powers to adopt and enforce a solid waste management program to:

- A. Insure safe accumulation, storage, collection, transportation, disposal or resource recovery of solid waste;
- B. Insure maintenance of a financially stable, reliable solid waste collection and disposal service;
- C. Insure rates that are just, fair, reasonable and adequate to provide necessary service to the public;
- D. Prohibit rate preference and other discriminatory practices which benefit one user at the expense of other users of the service or the general public;
- E. Conserve energy and material resources;
- F. Eliminate overlapping service to reduce truck traffic, street wear, air pollution and noise;
- G. Provide standards for solid waste service and public responsibilities; and
- H. Provide to each resident and inhabitant the opportunity to recycle recyclable materials generated within the city. (Ord. O-89-3 § 1, 1988)

### **8.16.020 Definitions.**

For purposes of this chapter, the following definitions shall apply:

“Collector” means the franchisee under this chapter.

“Compensation” means and includes:

1. Any type of consideration paid for services including, without limitation, rent, lease payments, and any other direct or indirect provision for the payment of money, goods, services or benefits by owners, tenants, lessees, occupants or similar persons;
2. The exchange of services between persons; and

3. The flow of consideration from the person owning or possessing the solid waste to the person providing the service or from the person providing the service to the person owning or possessing the solid waste.

“Council” means the city council of the city.

“Franchise” means the right to provide service granted to a person pursuant to this chapter.

“Person” means any individual, partnership, association, corporation, trust, firm, estate, joint venture, or other public or private legal entity.

“Putrescible material” means organic materials that can decompose and may give rise to foul smelling, offensive odors or products.

“Recyclable materials” mean solid waste that can be recycled or reused.

“Recycling” means any process by which solid waste materials are transformed into new products in such a manner that the original products lose their identity.

“Resource recovery” means the process of obtaining useful material or energy resources from solid waste and including energy recover, materials recovery, recycling and reuse of or from solid waste.

“Reuse” means the return of a commodity into the economic stream for use in the same kind of application as before without a change in its identity.

“Service” means the collection, storage, transportation, transfer or disposal of, or resource recovery from, solid waste.

“Solid waste” means all wastes, in solid or liquid form, including but not limited to, garbage, rubbish, ashes, street refuse, waste paper, corrugated and cardboard, commercial, industrial, demolition and construction wastes, swill, discarded vehicle parts, discarded home and industrial appliances, vegetable or animal solid and semisolid wastes, small dead animals, and other wastes. It does not include sewage, sewage sludge, or sewage hauled as an incidental part of a septic tank or cesspool cleaning service.

“Waste” means material that is no longer wanted by or usable by the source generator or producer of the material and which material is to be disposed of or to be resource recovered by another person, and includes both source separated material and nonsource separated material. (Ord. O-89-3 § 2, 1988)

#### **8.16.030 Franchise required for collection.**

Except as otherwise provided in this chapter, it is unlawful for any person to provide service, offer to provide service or advertise for the performance of service or to collect solid waste or recyclable materials in the city without having obtained a franchise from the city. Nothing in this chapter is to be construed to prevent any resident or household of the city from hauling his or her own solid waste or refuse and disposing of the same in a lawful manner; provided, however, that no resident or householder shall be permitted to haul solid waste for another person. (Ord. O-89-3 § 3, 1988)

#### **8.16.040 Collection equipment requirements.**

The collector shall use proper and suitable equipment for the hauling and transportation of solid waste. All equipment for handling solid waste, ashes, and rubbish shall be covered and all equipment for handling liquids shall be equipped with a metal body, watertight and drip-proof. All equipment shall be kept clean at all times. Sufficient equipment shall be kept on hand to promptly and adequately remove all solid waste subject to the terms of this chapter. Employees of the collector shall be attired in neat and proper uniforms. (Ord. O-89-3 § 4, 1988)

#### **8.16.050 Disposal sites.**

The collector shall secure, at his own expense, an approved location for the disposal of solid waste collected from the city, and the collector shall conform to all rules, regulations and requirements

of any public authority or agency having jurisdiction over any such disposal site or sites. (Ord. O-89-3 § 5, 1988)

#### **8.16.060 Collection schedules.**

The collector shall provide collections of solid waste at least weekly in all residential districts of the city. The collector may provide collection services on legal holidays and Sundays, however, Sunday service shall be limited to emergency pickup of a commercial account in response to a request made by a commercial customer. No ~~residential~~ collection shall be made ~~at any hour when the collection would disturb the peace or sleep of the residents before 6am or after 7pm.~~ The collector shall perform his obligations under this chapter under the supervision and to the satisfaction of the city manager in compliance with all sanitary regulations of the city and of the state. (Ord. O-89-3 § 6, 1988)

#### **8.16.080 Collector—~~Seasonal pickups~~Yard Debris service.**

The collector shall provide an optional ~~monthly~~every other week yard debris collection service in all residential districts of the city including providing a yard debris cart to each customer who chooses yard debris service to place on the curb on collection day. The rates for this service shall be established pursuant to Section 8.16.090 of this chapter. (Ord. O-05-06 § 1, 2005; Ord. O-89-3 § 8, 1988)

#### **8.16.090 Collection rates.**

A. The rates to be charged to all persons, firms or corporations by the collector shall be reasonable and uniform, taking into consideration the service rendered, and shall be in substantial compliance with and not in excess of those rates adopted by resolution of the council.

B. The collector shall provide pro rata billing to those customers requesting temporary suspension of service. The collector shall suspend service when notified via a telephone call or a written request no less than ten days before the designated pickup date on which suspension is to begin. The suspension of service must be for a period of time involving no less than two successive pickup dates. Notice requesting suspension of service must include the date on which service is to be resumed.

C. Nothing in this section shall be construed to limit, modify or preclude the right on the part of the city to amend this chapter to regulate or provide other or different rates or prescribe additional classifications and charges, provided that rate changes or classifications shall not become effective except thirty days after enactment and shall be reasonable in consideration of service required to be rendered by the collector to the public.

D. ~~The collector shall prepare an annual report by March 1<sup>st</sup> of each year. The collector may once a year request that the city amend this chapter to provide an adjustment of rates to reflect changes in the collector's costs. These annual requests shall be made during March of each year in which an adjustment is requested utilizing the annual report format prescribed by the city. The annual report shall provide an opportunity for the collector to document changes in the collector's costs of operation in rates at any other time if the collector's disposal costs increase by twenty-five percent or more over the existing disposal costs. Unless there is good cause shown and recorded in the minutes of the council, the council shall approve the request, and the adjustment shall take effect thirty days after the council's approval of the request. Unless a governmental unit or legislative body has raised or lowered the cost of providing service or there is a substantial increase in the cost of doing business that was not provided for in the previous rate adjustment, rate adjustments shall be made annually on the following schedule:~~

1. On or before March 15<sup>th</sup>, the collector shall file an annual report with the city manager for the year ended the previous December 31<sup>st</sup>.

2. The city manager shall report to the council by April 15<sup>th</sup> on the franchise reports and propose rate adjustments, if any. The city manager may make such recommendations as appropriate to the rate determination. A copy shall be delivered to the collector.

3. Unless there is good cause shown and recorded in the minutes of the council, if a rate adjustment is proposed, the council shall set a hearing on the proposed rate adjustment within sixty days of receiving the report from the city manager and shall either approve or disapprove the proposed rate adjustment within thirty days of said hearing.

4. The rate adjustment proposed by the city manager under subsection 2 above shall be based on the following:

a. if the rate of return of the collector is less than eight percent, then the city will undertake a rate study to recommend new rates. The study will be designed to recommend new rates that will be effective on the immediately following January 1 and intended to produce a rate of return of ten percent for the calendar year beginning on that date. The study will also determine the projected rate of return for the collector during the current calendar year, and that information shall be reported to the collector. So long as the projected rate of return for that current calendar year is within two percent more or less than the targeted rate of return, no rate study will be needed based on that calendar year's report.

b. If the rate of the return of the collector is between eight and twelve percent, the proposed rate adjustment will be effective on the immediately following January 1 and will be indexed to the US Department of Labor, Bureau of Labor Statistics CPI-U Over-the-Year Percent Change Annual Average for Portland-Salem (the "index"). If the rate of return is between eight to nine percent, then the proposed rate adjustment will be 1.25 times the index. If the rate of return is between nine to eleven percent, then the proposed rate adjustment will be equal to the index. If the rate of return is between eleven to twelve percent, then the proposed rate adjustment will be .75 times the index.

c. If the rate of return exceeds 12% in any given calendar year, then no CPI increase shall be applied the following year, while a rate study is either deemed necessary or underway. If the rate of return of the collector is more than twelve percent, the collector and the city may, based upon mutual agreement, implement one or more of the following:

1. The city may undertake a rate study to recommend new rates. The study would be designed to recommend new rates that will be effective on the immediately following January 1 and intended to produce a rate of return of ten percent for the calendar year beginning on that date. The study would also determine the projected rate of return for the collector during the current calendar year, and that information shall be reported to the collector. So long as the projected rate of return for that current calendar year is within two percent more or less than the targeted rate of return, no rate study would be needed based on that calendar year's report.

2. The collector may increase current services provided to city customers.

3. The collector may add to the services provided to city customers.

5. Cost of services studies will be conducted at a minimum of every six years. (Ord. O-05-06 § 2, 2005; Ord. O-95-4 § 1, 1995; Ord. O-89-3 § 9, 1988)

#### **8.16.100 Insurance or bond in lieu of fee.**

A. The collector shall pay, save harmless and indemnify the city from any loss, damages, costs, penalties, expenses, liabilities, or charges of any kind arising out of or related to the city's enforcement or defense of proceedings relating to the privileges and obligations granted by this chapter. If an action shall be filed against the city, either independently or jointly with the collector, to recover for any claim or jointly with the collector, to recover for any claim or damages relating to the privileges and

**Commented [KL1]:** Need to determine new Index

obligations granted by this chapter, the collector upon notice to it by the city shall defend the city against the action and in the event of a final judgment being obtained against the city, either independently or jointly with the collector, the collector will pay the judgment and all costs and reasonable attorney fees and hold the city harmless therefrom.

B. The collector shall, concurrently with his acceptance of the franchise, file with the city recorder and at all times thereafter maintain in full force and effect for the term of the franchise or any renewal thereof, at the collector's sole expense, a corporate surety bond with a responsible company licensed to do business in the state in the amount of ten thousand dollars guaranteeing full and faithful performance by the collector under this chapter. The bond shall be subject to the review and approval of the city attorney. The collector shall annually furnish proof to the city recorder that the bond remains in effect.

C. The collector shall maintain insurance in such forms and with such companies as shall be approved by the city attorney, which shall cover the collector's business operation, including each vehicle operated by the collector. The insurance coverage shall include not less than one hundred thousand dollars for one person nor less than three hundred thousand dollars for bodily injury due to each occurrence and not less than three hundred thousand dollars for damage to property due to each occurrence.

D. All such insurance coverage shall provide a thirty-day notice to the city recorder in the event of material alteration or cancellation of any coverage afforded in the policies prior to the date the material alteration or cancellation shall become effective. Copies of all policies required under this section shall be furnished to and filed with the city recorder not more than thirty days after the effective date of the franchise granted by this chapter. The provisions of this section, any bonds accepted to the city pursuant thereto and any damage recovered by the city under this chapter shall not be construed to excuse unfaithful performance by the collector or limit the liability of the collector under this chapter or the collector for damages, either to the full amount of the bond, or otherwise. (Ord. O-91-9 § 1 (part), 1991; Ord. O-91- 7 § 1, 1991; Ord. O-89-3 § 10, 1988)

#### **8.16.110 Collection area—Containers.**

All solid waste collection and disposal shall be performed by the collector for properties located within the city unless otherwise provided by this chapter. The owner, contract purchaser, or person in control of any residential structure offered to others for rent, lease or occupation within the city shall provide through the collector for the collection and disposal of solid waste from any such structure.

~~Solid waste cans designed for manual pickup shall (1) have sides tapering outward to the opening at the top that provides for unobstructed dumping of the contents, (2) two handles on opposite sides, (3) a close fitting lid with a handle, (4) shall hold no more than thirtytwo gallons of material, and (5) shall not weigh more than sixty pounds. Solid waste cans shall be placed above ground by the owner for collection by the collector. The only exception to the size limitation stated in this section shall be cans provided by Pride Disposal Company for the use of customers consistent with the rate schedule. Sunken refuse cans or containers shall not be used, unless they are placed above ground by the owner for service.~~Collector will provide all equipment for customers. (Ord. O-93-3 § 1, 1993; Ord. 166-93.8.16 § 1, 1992; Ord. O-90-23 § 1, 1990; Ord. O-89-3 § 11, 1988)

#### **8.16.120 Ownership of solid waste.**

All solid waste located, placed or deposited in a ~~cancart~~ container, ~~or~~ drop box ~~or receptacle~~ provided by the collector to a customer ~~or~~ placed out by a customer for collection by the collector shall belong to the collector. It is unlawful for any person other than the collector to remove any solid waste from such receptacles. Any person removing such materials in violation of this section shall be subject to the penalties defined in Section 8.16.160 of this chapter. (Ord. O-89-3 § 12, 1988)

#### **8.16.130 Collector—Recycling.**

The collector shall provide on-route recycling subject to the following provisions:

A. The collector shall collect at least ~~monthly~~every other week source separated recyclable materials. The collector shall give notice to each person of the opportunity to recycle, encouraging source separation of recyclable materials.

B. In the event the council wishes to establish, modify or enlarge the collector's recycling program, the collector shall be given not less than thirty days notice of a hearing before the council on the matter and be given an opportunity to be heard and participate in the hearing.

C. If, after the hearing and on the basis of written findings, the council directs recycling be provided, modified or enlarged, the collector shall be given a reasonable opportunity to provide recycling or subcontract with other persons to provide it.

D. Nothing in this section shall prevent the collector from modifying or expanding on-route recycling prior to a council hearing and determination.

E. Nothing in this section shall prohibit a nonprofit, charitable, benevolent or civic organization from recycling materials which have not been set out for collection by the collector. (Ord. O-89-3 § 13, 1988)

#### **8.16.140 Council duties—Contracts.**

A. The council may suspend, modify, revoke or terminate the franchise granted under the provisions of this chapter after written notice and hearing upon finding that the collector has:

1. ~~Willfully~~Willfully violated this chapter or ORS Chapter 459 or the rules and regulations promulgated thereunder; or
2. ~~Willfully~~Willfully refused to provide adequate service after written notice and a reasonable opportunity to do so.

B. In any case where the city manager finds a serious danger to public health or safety, the city manager may suspend the franchise without a hearing but shall notify the collector of the reasons for the action and afford the collector the opportunity for a hearing before the council within fourteen days from the date of the suspension. In lieu of immediate suspension, modification or revocation of the franchise, the council may order compliance and make suspension, modification or revocation contingent upon compliance with the order within the time stated in the order.

C. The collector agrees as a condition of the franchise that whenever the city manager finds that the failure of service, threatened failure of service, or the need for a suspension of the franchise would result in creation or continuation of an immediate and serious health hazard or serious public nuisance, the council may, after a minimum of twenty-four hours actual notice to the collector and a public hearing if the collector requests it, provide or otherwise authorize another person to provide temporarily the service or provide emergency service. (Ord. O-89-3 § 14, 1988)

#### **8.16.150 Council—Additional duties.**

In addition to all other authority granted to or inherent in the council, the council may issue temporary restraining orders enjoining the alleged violation of any of the provisions of the franchise, this chapter or rules and regulations issued pursuant thereto which order shall direct the alleged violator to immediately cease and desist from an act or acts described in the order until the council determines whether or not a violation has occurred. Before issuing a temporary restraining order, the council must have reasonable grounds to believe that a violation has occurred. In no event shall the council make and issue such an order without first receiving a sworn affidavit containing allegations of the violation, which affidavit shall specify the alleged violation in short and concise language sufficient to apprise the alleged violator of the act or acts to be enjoined. The order shall direct the alleged violator to appear at the time

and place stated in the order and show cause, if any, why the alleged violator should not be immediately enjoined from doing the act or acts specified in the order. If the council determines that the alleged violator has committed a violation of this chapter, the council may make and enter an order permanently enjoining further violation. (Ord. O-89-3 § 15, 1988)

#### **8.16.160 Violation—Penalty.**

A. Any person violating the provisions of this chapter shall be subject to a penalty not to exceed one thousand dollars. Each day a violation of this chapter continues shall be deemed a separate violation. In addition to the above penalties, any condition caused or permitted to exist in violation of this chapter shall be deemed to be a public nuisance and the city attorney may, in addition to other remedies provided by law, institute injunction, mandamus, abatement or other appropriate legal proceedings to temporarily or permanently enjoin or abate such violation. Penalties and other remedies may be enforced pursuant to ORS 30.310, 30.315 and 30.410. The penalties and remedies provided in this chapter are not exclusive and are in addition to any penalties and remedies available to the city under any other ordinance or law.

B. In addition to any other remedy available to the city to enforce the provisions of this chapter, the city may impose a charge or fee, not to exceed one thousand dollars per day upon any person who, without complying with the provisions of this chapter, provides service or collects or hauls solid waste or recyclable materials over the streets and ways within the city. Collection of the fee may be enforced by civil proceedings pursuant to ORS 30.315. (Ord. O-89-3 § 16, 1988)

#### **8.16.170 Franchise fee.**

Effective July 1, 1991, as compensation for the franchise granted to the franchisee for use of the streets and ways within the corporate limits of the city, the franchisee shall pay to the city a fee equal to three percent of the gross receipts resulting from the solid waste services conducted under the franchise. The franchise fee shall be computed on a quarterly basis and paid within thirty days following the end of each quarterly calendar year. The franchisee shall maintain an adequate record of gross cash receipts resulting from the solid waste services conducted under the franchise. Records shall be open at all times for audit by authorized personnel designed by the city administrator. ~~Willful~~ ~~Willful~~ misrepresentation of gross cash receipts by the franchisee shall constitute cause for revocation of this franchise pursuant to Section 8.16.140 of this chapter. The franchise fee shall be in lieu of any business license or regulatory fee or tax, but shall not be in lieu of any ad valorem tax, imposed by the city. (Ord. O-91-9 § 2, 1991: Ord. O-91-7 § 2, 1991: Ord. O-89-3 § 17, 1988)

### **Chapter 8.20 COMMERCIAL GARBAGE CONTAINERS**

#### **Sections:**

##### **8.20.010 Standards for approval.**

##### **8.20.020 Special conditions and enforcement.**

##### **8.20.030 Violation—Penalty.**

#### **8.20.010 Standards for approval.**

A. All commercial garbage receptacles, and covered containers/drop boxes (one yard to ~~thirty~~ ~~forty~~ yards) located within the residential and commercial zones shall be in an enclosed area on the property or at the building being served and shall be screened from public view unless otherwise specified in this chapter.

B. The height of the screening shall not exceed six feet.

C. The screen shall enclose the receptacle on all four sides, with one side being a gate, and shall be constructed to be compatible with materials and color of surrounding buildings.

D. Enclosures must be approved by the collector before construction to ensure access is acceptable.

~~D~~E. Chain link fences with slats, wood, or brick or any combination will qualify as appropriate materials. Other commonly used materials may be approved by the planning commission.

~~E~~F. Shrubby and evergreens will not qualify alone for screening but may be included in addition to materials listed in subsection D of this section. (Ord. O-90-9 § 1, 1990; Ord. O-89-14 § 1, 1989)

#### **8.20.020 Special conditions and enforcement.**

A. The homeowner, or property owner, shall assume all responsibility for the safety and maintenance of the containers and screens. No additional garbage or refuse may be visible at any time.

B. No commercial sized container or enclosure, visible from the golf course, shall be located on property abutting the golf course.

~~C. In order to place a rented commercial container temporarily on-site, the property owner who proposes to rent a commercial container or drop box temporarily for construction, destruction project or for tree removal must notify the city manager to obtain permission to place the drop box on site for a limited period of time. The city manager shall determine if the placement of the container, length of use and maintenance of the facility, is appropriate. If the city manager approves the placement of the drop box/container, the property owner must agree to all conditions as specified by the city manager prior to placement of the container.~~ (Ord. O-89-14 § 2 (A—D), 1989)

**Commented [KL2]:** This practice has changed at the request of the City

#### **8.20.030 Violation—Penalty.**

It is a violation not to comply with any of the provisions of this chapter. Each noncompliance will be considered a separate violation and each day that a violation exists shall constitute a separate violation. The penalty for each violation shall be a fine as required by the city's schedule of fees and penalties as approved through resolution of the city council. (Ord. O-94-1 § 19, 1994; Ord. O-90-9 § 2, 1990; Ord. O-89-14 § 2 (D), 1989)

## MEMORANDUM

TO: King City Council  
FROM: Keith Liden, Planning Consultant  
SUBJECT: SW 131<sup>st</sup>/Fischer Zone Change Staff Report - File No. LU 18-03  
Zone Change Application  
DATE: January 7, 2019

---

### GENERAL INFORMATION

#### Application

*Case No. LU 18-03*  
Zone Change-Plan Amendment

#### Applicant

Mark Dane  
Mark Dane Planning  
14631 SW Millikan Way, Suite 6  
Beaverton, OR 97003

#### Owner

Summa Lodge Homes, LLC  
1925 NW Amberglen Parkway, Suite 100  
Beaverton, OR 97006

#### Request

Approval of a zone change from the R-12 to the NMU (Neighborhood Mixed-Use) zone.

#### Location

Northwest corner of SW 131<sup>st</sup> Avenue and SW Fischer Road. Assessors Map No. 2S1 16AC, Tax Lot 800). See map.

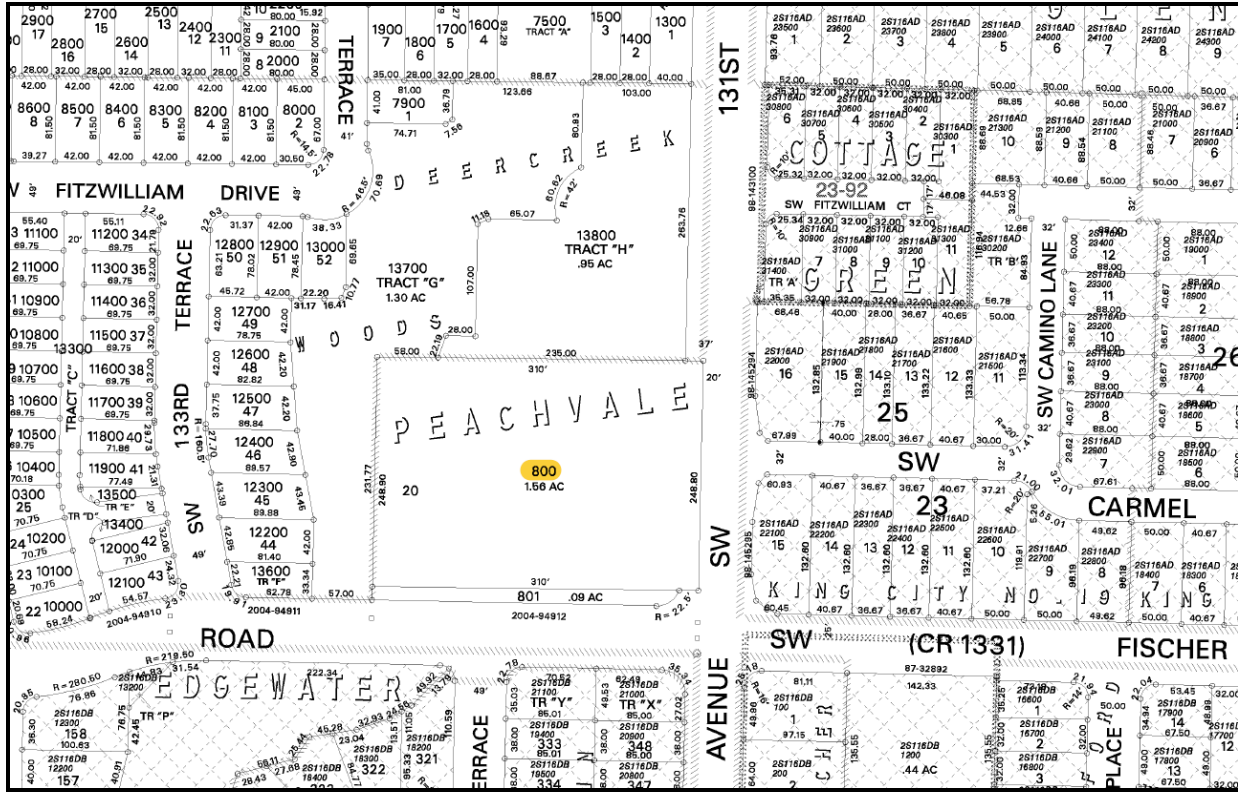
#### Comprehensive Plan Designation

Medium Density Residential.

#### Zoning Designation

R-12 (Attached Residential) Zone

## Site Map



## BACKGROUND INFORMATION

### Site Conditions

The property is developed with one single family residence. It has frontage on SW 131<sup>st</sup> Avenue to the east and SW Fischer Road on the south. A drainageway is located along the western boundary of the property. As described in the application, there are a number of mature trees on the site. The total property area is 1.56 acres. Except for the drainageway, the property is relatively level and covered with grass and several mature trees. One small wetland area has been identified within this drainageway along the western property boundary (Exhibit 6 of this application).

Access to the existing residence, located in the northwestern portion of the property is provided by an existing driveway on SW 131<sup>st</sup> Avenue. The SW 131<sup>st</sup> Avenue frontage improvements do not include curb or sidewalk, while the SW Fischer Road frontage is fully improved.

### Vicinity Description

The plan and zoning designations and current land use of the surrounding area are summarized in the table below:

## Land Use Summary

<b>Parcels</b>	<b>Plan/Zone Designation</b>	<b>Land Use</b>
Subject	King City R-12 (Attached Residential)	One single family residence
Property North	King City R-12 (Attached Residential)	Multi-family residences
East	King City AT (Apartment Townhouse)	Single and multi-family residences
South	King City R-9 (Small Lot & Attached Residential)	Single family residences

## Project Description

The application consists of four parts that are summarized below.

### ***Zone Change/Comprehensive Plan Amendment and Related Applications***

The property is currently zoned R-12 – Attached Residential, which allows a variety of housing types with a maximum density of 12 units per acre. The applicant requests a change in the zoning to NMU – Neighborhood Mixed-Use, which allows the same residential uses as R-12 with the addition of neighborhood-scale commercial uses. The King City Comprehensive Plan provides criteria for evaluating changes in zoning.

Zone changes and plan amendments must be approved by the King City Council. The remaining elements of this application may be approved by the Planning Commission, and no City Council review is required (however, Planning Commission decisions may be appealed to the City Council). Therefore, the Planning Commission action had two parts: 1) recommendation to the City Council regarding the zone change; and 2) a decision pertaining to the subdivision, tree removal, and Goal 5 safe harbor review subject to City Council approval of the zone change.

The applicant received approval from the King City Planning Commission for a proposed subdivision of the property along with approval of related applications for tree removal and Goal 5 Safe harbor review pertaining to the drainageway located only the west edge of the property. The Planning Commission approved these three applications, subject to conditions and City Council approval of the zone change.

### ***Community Meeting***

Chapter 16.46 of the King City Community Development Code (CDC) requires applicants to hold a community meeting to introduce a development proposal to neighboring property owners prior to submitting a formal application. As described in the application, this meeting was held on January 8, 2018 in compliance with the requirements stipulated in Chapter 16.46

## Agency Comments

No agency comments were received pertaining to the zone change.

## FINDINGS AND CONCLUSIONS

The King City Comprehensive Plan contains the applicable evaluation criteria when considering a zone change in the Land Use Designations and Location Criteria section.

### Land Use Designations and Location Criteria – Mixed Use (Comprehensive Plan)

The location criteria are intended to provide guidance for the Planning Commission and City Council when land use and zoning designations for specific properties are proposed to be amended. They describe the basic characteristics a property or properties should have to be eligible for a particular land use designation.

The NMU Zone is designed to allow for a mix of neighborhood-scale and medium density residential uses. Properties designated NMU should have six basic 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.*

The property has access to SW 131<sup>st</sup> Avenue, which is designated as a collector street. The portion of SW Fischer Road, which abuts the property, is designated as a neighborhood collector. SW Fischer Road is designated as a collector to the east of the SW 131<sup>st</sup> Avenue intersection.

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.*

The facilities serving the West King City area were designed to accommodate development of the properties including this one. The proposed zone change will affect the mix of uses on the property but the intensity of development and its potential demand on public facilities and services will remain comparable to the current R-12 Zone. Necessary public facilities and services can be provided.

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.*

The potential traffic impacts of this development have been analyzed by a qualified traffic engineer. Given the comparable level of development allowed by the R-12 and proposed NMU zones, the traffic impact of the proposed zone change and resulting development is found to be a negligible difference from the existing R-12 zoning. The NMU Zone includes development limitations (Section 16.102.040) including 12 units per acre for residential development and a Floor Area Ratio (FAR) of 1.5 to 1 to ensure that resulting development is consistent with surrounding residential neighborhoods. The applicant has demonstrated that functional and safe access can be provided.

4. *No natural development limitations such as unstable soils or flooding that affect significant portions of the property.*

The only development limitations are found in the extreme western portion of the property. This area will be protected, and no development is proposed for this area.

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.*

SW 131<sup>st</sup> Avenue and SW Fischer Road provide physical separation from residences across the street, and street trees will provide some visual screening. The residences on the east side of SW 131<sup>st</sup> Avenue are oriented toward SW Carmel Street and have a solid fence and vegetative screening along the SW 131<sup>st</sup> frontage. The residences along the south side of SW Fischer on both sides of SW 131<sup>st</sup>, have a landscaped buffer between the homes and the street. The two recently completed three-story apartment buildings to the north have a landscaped buffer along the south property line. The single family homes to the west are separated by the vegetated drainageway, which is protected from development.

As noted herein, the commercial uses allowed in the NMU Zone include a limited array of neighborhood-scale service, retail, and dining uses. Auto-oriented uses and drive-through windows are not permitted. The NMU Zone also features a full range of design requirements, such as maximum height limits, parking lots only to the rear or side of buildings, buffering from noise, lights, and limits on hours of operation, which are all designed to address potential compatibility issues. Finally, the future development of Lot 17 will be subject to site development review approval, where CDC requirements and a specific development proposal will be reviewed by the city, including a public hearing with the Planning Commission. The commission would have the authority to impose conditions of approval to further address specific compatibility issues.

6. *Significant unique natural features on the site which can be maintained.*

The significant natural resource area on the site is the drainageway on the western boundary of the property. As noted herein, it will be protected from development and preserved.

The applicable criteria in the Comprehensive Plan are satisfied, and the proposed zone change from R-12 to NMU should be approved.

## **RECOMMENDATION**

Based upon the above facts, findings, and conclusions, the Planning Commission determined that it should RECOMMEND APPROVAL of the proposed zone change-plan amendment from R-12 to NMU to the King City Council.


## Public Notices

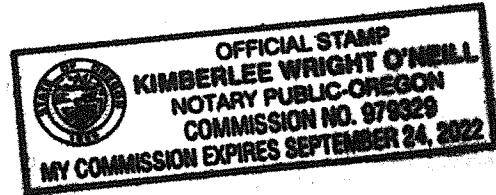
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State of Oregon,) ss  
County of Multnomah)


Dana Hollowell being duly sworn, deposes that he/she is principal clerk of Oregonian Media Group; that The Oregonian is a public newspaper published in the city of Portland, with general circulation in Oregon, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

The Oregonian 12/26, 01/02/2019

  
Principal Clerk of the Publisher



Sworn to and subscribed before me this 2nd day of January 2019

  
Notary Public

### NOTICE OF PUBLIC HEARING

The King City Council, at its meeting on January 16, 2019 at 7:00 p.m., shall conduct a public hearing to consider the following land use application

#### FILE TITLE

Case No. LU 18-03 • Zone Change

#### APPLICANT

Mark Dane Planning • 14631 SW Millikan Way, Suite 6 • Beaverton, OR 97003

#### ZONING

R-12 (Attached Residential) Zone

#### REQUEST

To consider the King City Planning Commission recommendation of approval for a zone change from the R-12 to the NMU (Neighborhood Mixed-Use) zone.

#### LOCATION

Northwest corner of SW 131st Avenue and SW Fischer Road. Assessors Map No. 2S1 16AC, Tax Lots 800 and 801).

[http://www.ci.king-city.or.us/government/public\\_notices/hearings.php](http://www.ci.king-city.or.us/government/public_notices/hearings.php)

#### APPLICABLE REVIEW CRITERIA

King City Comprehensive Plan – Land Use Designations and Location Criteria – Mixed Use.

#### PUBLIC HEARING PROCESS

The City Council shall review the Zone Change application, consider the King City Planning Commission recommendation, and receive any public testimony prior to making a decision regarding the application. The hearing shall be held in the Crown Center, 16880 SW 26th Avenue, King City, Oregon 97224.

The public hearing on this matter will be conducted in accordance with the rules contained in the King City Community Development Code, which is available at City Hall.

The application and all relevant documents are available at City Hall or at

[http://www.ci.king-city.or.us/king\\_city\\_projects/index.php](http://www.ci.king-city.or.us/king_city_projects/index.php)

At least seven days prior to the hearing, a copy of the staff report will also be available. All documents may be examined at no cost or copies can be obtained for 25 cents per page.

Interested persons are invited to testify before the City Council or to submit written testimony prior to the close of the hearing. Approval or disapproval of the requests by the council will be based only upon the criteria included in this notice. At the hearing it is important that comments relating to the request pertain specifically to the applicable criteria listed. Failure to raise an issue in person or by letter precludes an appeal, and failure to specify the criterion from the relevant city ordinances or comprehensive plan at which a comment is directed precludes an appeal based on that criterion.

NOTICE TO MORTGAGEE, LIENHOLDER, VENDOR OR SELLER: ORS CHAPTER 215 REQUIRES THAT IF YOU RECEIVE THIS NOTICE, IT MUST PROMPTLY BE FORWARDED TO THE PURCHASER.

For further information please contact King City Hall, at 503-639-4082, 15300 SW 116th Avenue, King City, Oregon 97224.

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## INVOICE

Account: <b>101497</b>	Date: <b>12/27/18</b>
Name:	Ad Date: <b>12/27/18</b>
Company: <b>KING CITY, CITY OF</b>	Class: <b>1202</b>
	Ad ID: <b>86005</b>
Attn: <b>Ronnie Smith</b>	Ad Taker: <b>CALLSOP</b>
Address: <b>15300 SW 116TH AVE</b>	PO #:
<b>TIGARD, OR 97224</b>	Words: <b>395</b>
Telephone: <b>(503) 639-4082</b>	Lines: <b>86</b>
Description: <b>NOTICE OF PUBLIC HEARING The King Ci</b>	Agate Lines: <b>109</b>
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Surcharge: **\$0.00**  
Credits: **\$0.00**  
Bill Depth: **12.042**

Gross: **\$309.48**  
Paid Amount: **- \$0.00**  
Amount Due: **\$309.48**

Package	Start	Stop	Cost
The Times Legals	12/27/18	12/27/18	\$309.48

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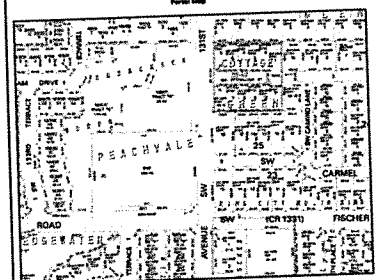
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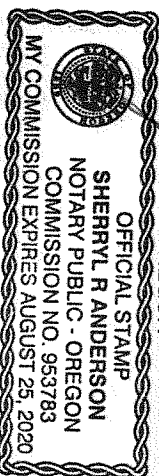
**City of King City**  
**NOTICE OF PUBLIC HEARING**  
**Case No. LU 18-03**  
**Zone Change**  
**Ad#: 86005**

A copy of which is hereto annexed, was  
published in the entire issue of said  
newspaper(s) for 1 week(s) in the  
following issue(s):  
**12/27/2018**

*Charlotte Allsop*  
Charlotte Allsop (Accounting Manager)

Subscribed and sworn to before me this  
12/27/2018.

*Sherry R. Anderson*  
NOTARY PUBLIC FOR OREGON



Acct #: 101497  
**Attn: Ronnie Smith**  
KING CITY, CITY OF  
15300 SW 116TH AVE  
TIGARD, OR 97224

## NOTICE OF PUBLIC HEARING

The King City Council, at its meeting on January 16, 2019 at 7:00 p.m., shall conduct a public hearing to consider the following land use application

**FILE TITLE**  
Case No. LU 18-03  
Zone Change

**APPLICANT**  
Mark Dame Planning  
14631 SW Millikan Way, Suite 6  
Beaverton, OR 97003

**ZONING**  
R-12 (Attached Residential) Zone

**REQUEST**  
To consider the King City Planning Commission recommendation of approval for a zone change from the R-12 to the NMTU (Neighborhood Mixed-Use) zone.

**LOCATION**  
Northwest corner of SW 131st Avenue and SW Fischer Road.  
Assessors Map No. 2S1 16AC, Tax Lots 800 and 801). See map.

**APPLICABLE REVIEW CRITERIA**  
King City Comprehensive Plan – Land Use Designations and Location Criteria – Mixed Use.

**PUBLIC HEARING PROCESS**  
The City Council shall review the Zone Change application, consider the King City Planning Commission recommendation, and receive any public testimony prior to making a decision regarding the application. The hearing shall be held in the Crown Center, 16880 SW 26th Avenue, King City, Oregon 97224.

The public hearing on this matter will be conducted in accordance with the rules contained in the King City Community Development Code, which is available at City Hall.

The application and all relevant documents are available at City Hall or at [http://www.ci.king-city.or.us/king\\_city\\_projects/index.php](http://www.ci.king-city.or.us/king_city_projects/index.php). At least seven days prior to the hearing, a copy of the staff report will also be available. All documents may be examined at no cost or copies can be obtained for 25 cents per page.

Interested persons are invited to testify before the City Council or to submit written testimony prior to the close of the hearing. Approval or disapproval of the requests by the council will be based only upon the criteria included in this notice. At the hearing it is important that comments relating to the request pertain specifically to the applicable criteria listed. Failure to raise an issue in person or by letter precludes an appeal, and failure to specify the criterion from the relevant city ordinances or comprehensive plan at which a comment is directed precludes an appeal based on that criterion.

## CERTIFICATE OF MAILED AND WEBSITE POSTED NOTICE

STATE OF OREGON  
WASHINGTON COUNTY  
CITY OF KING CITY

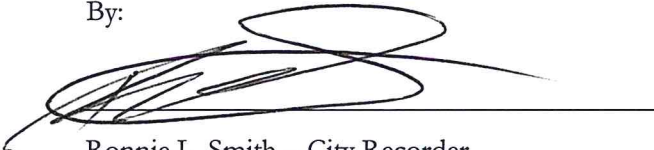
RE: NOTICE OF PUBLIC HEARING ON  
CASE NO. LU 18-03 ZONE CHANGE

### RECITALS

I, Ronnie L. Smith certify that I mailed to resident 250 feet from the given address and posted to the City of King City website the Notice of Public Hearing (attached.)

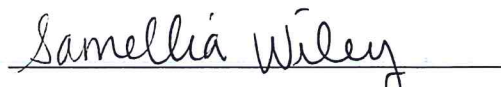
So Affirmed this 26 Day of December 2018

By:

  
Ronnie L. Smith – City Recorder

STATE OF OREGON  
COUNTY OF WASHINGTON

Signed and affirmed before me on December 26, 2018, by Ronnie L. Smith.

  
Notary Public \_ State of Oregon



Resident  
16935 SW 131ST AVE  
KING CITY, OR 97224

Resident  
13085 SW CARMEL ST  
KING CITY, OR 97224

Resident  
13090 SW CARMEL ST  
KING CITY, OR 97224

Resident  
13080 SW CARMEL ST  
KING CITY, OR 97224

Resident  
17020 SW 131ST AVE  
Tigard, OR 97224

Resident  
17040 SW 131ST AVE  
Tigard, OR 97224

Resident  
13088 SW FITZWILLIAM CT  
KING CITY, OR 97224

Resident  
17031 SW BARD WAY  
KING CITY, OR 97224

Resident  
17037 SW BARD WAY  
KING CITY, OR 97224

Resident  
17053 SW BARD WAY  
KING CITY, OR 97224

Resident  
17022 SW 132ND TER  
KING CITY, OR 97224

Resident  
17040 SW 132ND TER  
KING CITY, OR 97224

Resident  
17047 SW 131ST AVE  
KING CITY, OR 97224

Resident  
17025 SW 131ST AVE  
KING CITY, OR 97224

Resident  
16980 SW 133RD TER  
KING CITY, OR 97224

Resident  
16956 SW 133RD TER  
KING CITY, OR 97224

Resident  
16940 SW 133RD TER  
KING CITY, OR 97224

Resident  
16922 SW 133RD TER  
KING CITY, OR 97224

Resident  
16898 SW 133RD TER  
KING CITY, OR 97224

Resident  
16884 SW 133RD TER  
KING CITY, OR 97224

Resident  
13314 SW FITZWILLIAM DR  
KING CITY, OR 97224

Resident  
13308 SW FITZWILLIAM DR  
KING CITY, OR 97224

Resident  
13302 SW FITZWILLIAM DR  
KING CITY, OR 97224

Resident  
16833 SW 131ST AVE  
KING CITY, OR 97224

Resident  
16849 SW 131ST AVE  
KING CITY, OR 97224

## **NOTICE OF PUBLIC HEARING**

The King City Council, at its meeting on January 16, 2019 at 7:00 p.m., shall conduct a public hearing to consider the following land use application

### **FILE TITLE**

Case No. LU 18-03  
Zone Change

### **APPLICANT**

Mark Dane Planning  
14631 SW Millikan Way, Suite 6  
Beaverton, OR 97003

### **ZONING**

R-12 (Attached Residential) Zone

### **REQUEST**

To consider the King City Planning Commission recommendation of approval for a zone change from the R-12 to the NMU (Neighborhood Mixed-Use) zone.

### **LOCATION**

Northwest corner of SW 131<sup>st</sup> Avenue and SW Fischer Road. Assessors Map No. 2S1 16AC, Tax Lots 800 and 801). See map.

### **APPLICABLE REVIEW CRITERIA**

King City Comprehensive Plan – Land Use Designations and Location Criteria – Mixed Use.

### **PUBLIC HEARING PROCESS**

The City Council shall review the Zone Change application, consider the King City Planning Commission recommendation, and receive any public testimony prior to making a decision regarding the application. The hearing shall be held in the Crown Center, 16880 SW 26<sup>th</sup> Avenue, King City, Oregon 97224.

The public hearing on this matter will be conducted in accordance with the rules contained in the King City Community Development Code, which is available at City Hall.

The application and all relevant documents are available at City Hall or at [http://www.ci.king-city.or.us/king\\_city\\_projects/index.php](http://www.ci.king-city.or.us/king_city_projects/index.php). At least seven days prior to the hearing, a copy of the staff

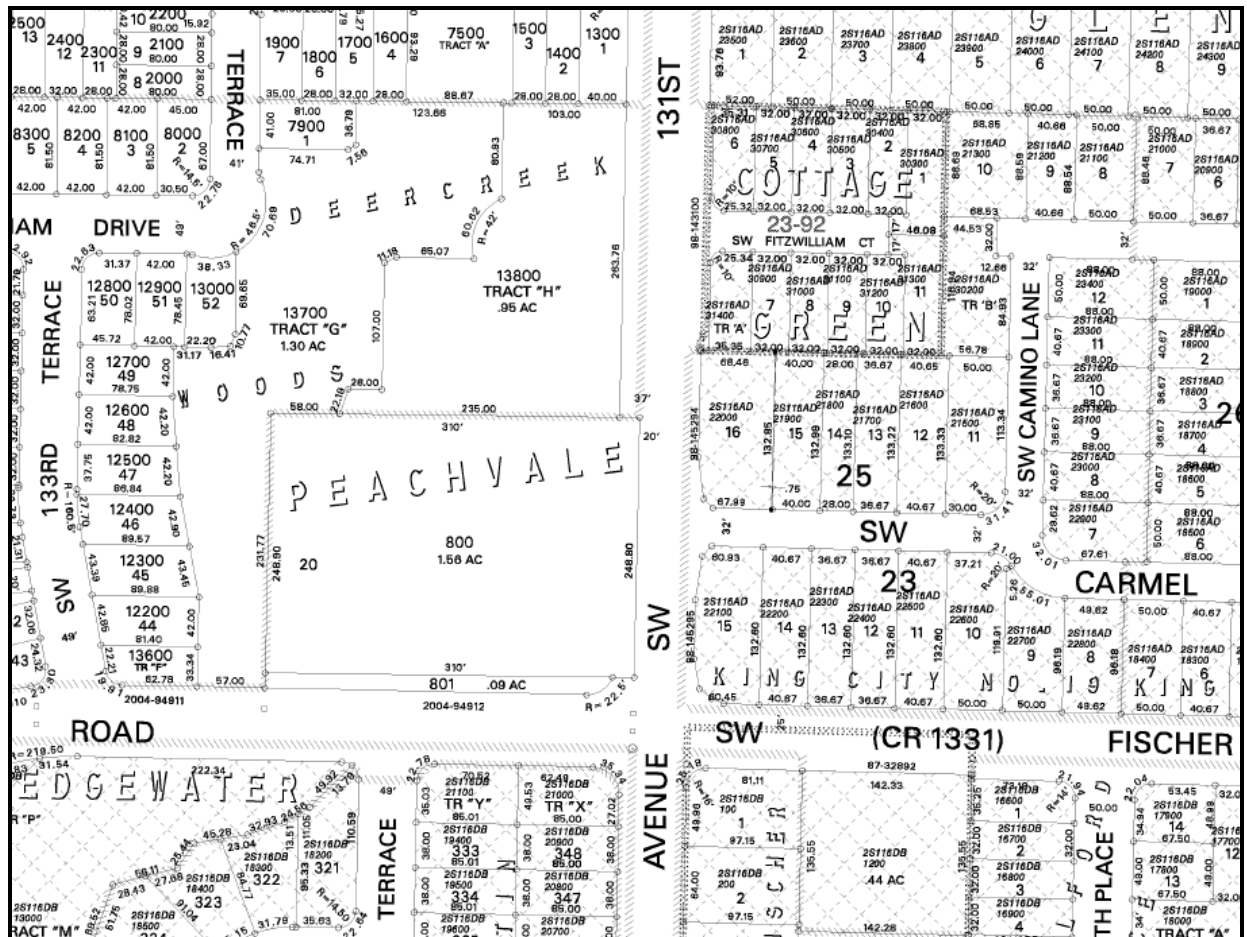
report will also be available. All documents may be examined at no cost or copies can be obtained for 25 cents per page.

Interested persons are invited to testify before the City Council or to submit written testimony prior to the close of the hearing. Approval or disapproval of the requests by the council will be based only upon the criteria included in this notice. At the hearing it is important that comments relating to the request pertain specifically to the applicable criteria listed. Failure to raise an issue in person or by letter precludes an appeal, and failure to specify the criterion from the relevant city ordinances or comprehensive plan at which a comment is directed precludes an appeal based on that criterion.

NOTICE TO MORTGAGEE, LIENHOLDER, VENDOR OR SELLER: ORS CHAPTER 215 REQUIRES THAT IF YOU RECEIVE THIS NOTICE, IT MUST PROMPTLY BE FORWARDED TO THE PURCHASER.

For further information please contact King City Hall, at 503-639-4082, 15300 SW 116th Avenue, King City, Oregon 97224.

Parcel Map



## CERTIFICATE OF MAILED AND WEBSITE POSTED NOTICE

STATE OF OREGON  
WASHINGTON COUNTY  
CITY OF KING CITY

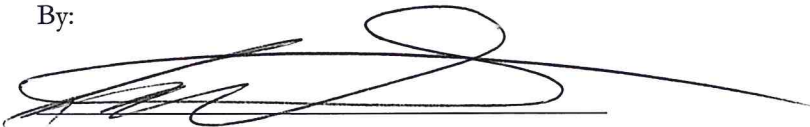
RE: NOTICE OF DECISION ON CASE NO.  
LU 18-03 ZONE CHANGE, SUBDIVISION,  
TREE REMOVAL, AND GOAL 5 SAFE  
HARBOR REVIEW

### RECITALS

I, Ronnie L. Smith certify that I mailed to resident 250 feet from the given address and posted to the City of King City website the Notice of Decision (attached.)

So Affirmed this 21 Day of December 2018

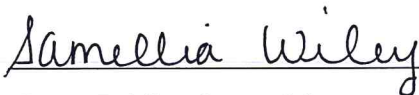
By:



Ronnie L. Smith – City Recorder

STATE OF OREGON  
COUNTY OF WASHINGTON

Signed and affirmed before me on December 21, 2018, by Ronnie L. Smith.



Notary Public \_ State of Oregon



Resident  
16935 SW 131ST AVE  
KING CITY, OR 97224

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13085 SW CARMEL ST  
KING CITY, OR 97224

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16833 SW 131ST AVE  
KING CITY, OR 97224

Resident  
16849 SW 131ST AVE  
KING CITY, OR 97224

**NOTICE OF DECISION**  
**CITY OF KING CITY PLANNING COMMISSION**  
**131<sup>st</sup> & FISCHER ZONE CHANGE AND SUBDIVISION**  
**File No. LU 18-03**

The City of King City Planning Commission held public hearings on December 5 and 19, 2018 to consider the application. The Commission's decision is based on the facts, findings, and conclusions noted below.

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**GENERAL INFORMATION**

**Application**

*Case No. LU 18-03*

Zone Change-Plan Amendment/Subdivision/Goal 5 Safe Harbor Review/Tree Removal

**Applicant**

Mark Dane  
Mark Dane Planning  
14631 SW Millikan Way, Suite 6  
Beaverton, OR 97003

**Owner**

Summa Lodge Homes, LLC  
1925 NW Amberglen Parkway, Suite 100  
Beaverton, OR 97006

**Request**

Approval of a zone change from the R-12 to the NMU (Neighborhood Mixed-Use) zone; subdivision approval to create 16 residential lots and one additional parcel for future neighborhood commercial, residential, or mixed-use development; a tree removal permit; and Goal 5 Safe Harbor review regarding the drainageway and habitat on the west edge of the property.

**Location**

Northwest corner of SW 131<sup>st</sup> Avenue and SW Fischer Road. Assessors Map No. 2S1 16AC, Tax Lot 800). See map.

**Comprehensive Plan Designation**

Medium Density Residential.

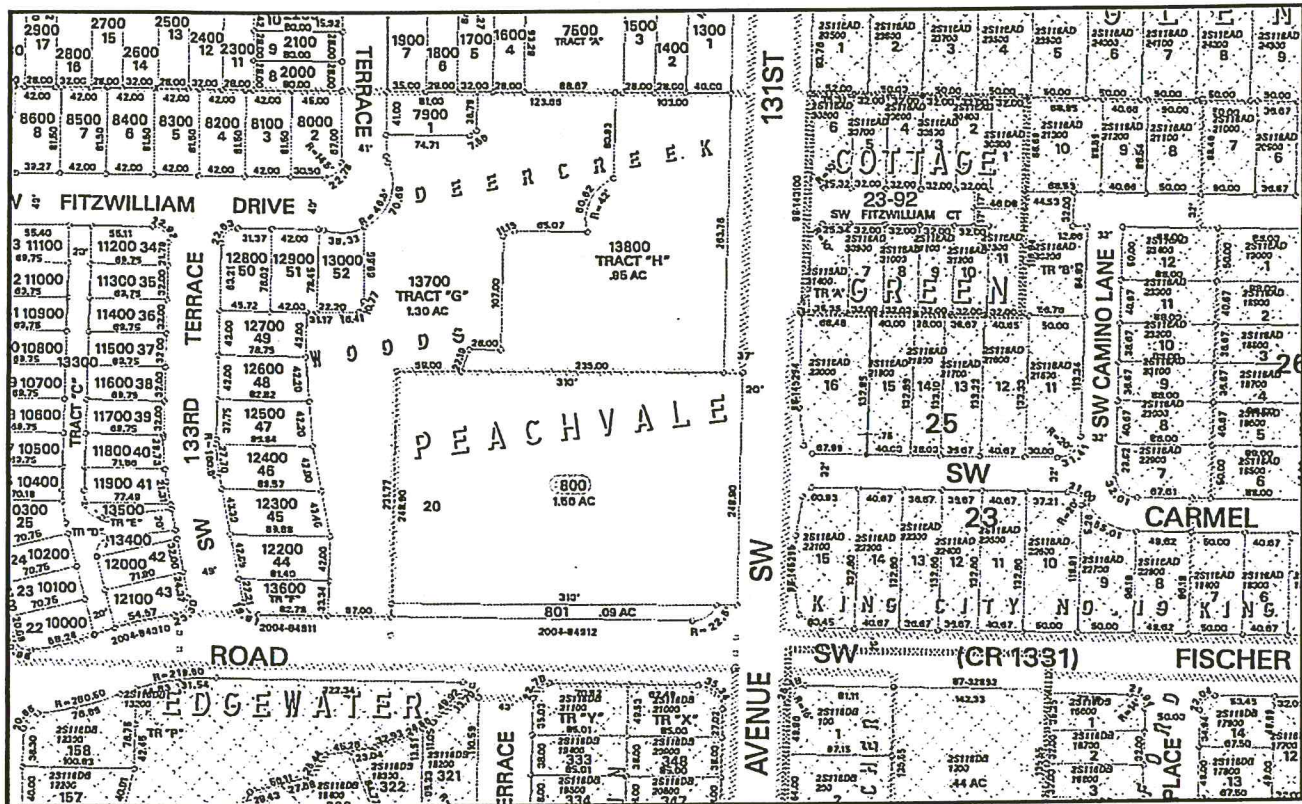
**Zoning Designation**

R-12 (Attached Residential) Zone

Planning Commission Final Order  
12.19.18

131<sup>st</sup> ZC/ Sub LU18-03  
Page - 1

## Site Map



## BACKGROUND INFORMATION

### Site Conditions

The property is developed with one single family residence. It has frontage on SW 131<sup>st</sup> Avenue to the east and SW Fischer Road on the south. A drainageway is located along the western boundary of the property. As described in the application, there are a number of mature trees on the site. The total property area is 1.56 acres. Except for the drainageway, the property is relatively level and covered with grass and several mature trees. One small wetland area has been identified within this drainageway along the western property boundary (Exhibit 6 of this application).

Access to the existing residence, located in the northwestern portion of the property is provided by an existing driveway on SW 131<sup>st</sup> Avenue. The SW 131<sup>st</sup> Avenue frontage improvements do not include curb or sidewalk, while the SW Fischer Road frontage is fully improved.

### Vicinity Description

The plan and zoning designations and current land use of the surrounding area are summarized in the table below:

## Land Use Summary

<i>Parcels</i>	<i>Plan/Zone Designation</i>	<i>Land Use</i>
Subject Property	King City R-12 (Attached Residential)	One single family residence
North	King City R-12 (Attached Residential)	Multi-family residences
East	King City AT (Apartment Townhouse)	Single and multi-family residences
South	King City R-9 (Small Lot & Attached Residential)	Single family residences

### Project Description

The application consists of four parts that are summarized below.

#### *Zone Change/Comprehensive Plan Amendment*

The property is currently zoned R-12 – Attached Residential, which allows a variety of housing types with a maximum density of 12 units per acre. The applicant requests a change in the zoning to NMU – Neighborhood Mixed-Use, which allows the same residential uses as R-12 with the addition of neighborhood-scale commercial uses. The King City Comprehensive Plan provides criteria for evaluating changes in zoning.

Zone changes and plan amendments must be approved by the King City Council. The remaining elements of this application may be approved by the Planning Commission, and no City Council review is required (however, Planning Commission decisions may be appealed to the City Council). Therefore, the Planning Commission action has two parts: 1) recommendation to the City Council regarding the zone change; and 2) a decision pertaining to the subdivision, tree removal, and Goal 5 safe harbor review subject to City Council approval of the zone change.

#### *Subdivision Review*

The applicant proposes to develop the property with 16 residential lots and one larger parcel (Lot 17) on the corner of SW 131<sup>st</sup> Avenue and SW Fischer Road, which is intended for future neighborhood commercial, residential, and/or mixed-use development. *The site layout and buildings shown on the 17 lots are illustrative only, and they are not formally considered as part of this application.* Future development of Lot 17 will be subject to review and approval of a site development review application (Exhibit 8 Plan Set, Sheet P2 – Preliminary Plat). The townhomes on Lots 1 – 16 will be subject to building permit review and confirmation of compliance with applicable zoning requirements, such as height, setbacks, and building façade design.

Access is proposed by creating a street with an entrance and exit on both SW 131<sup>st</sup> Avenue and SW Fischer Road. This street, located in Tract B, is proposed to be 26 feet wide with an allowance for parking on one side. An additional 22-foot wide street access is proposed to serve Lots 7 – 11. None of the lots would have direct access to either SW 131<sup>st</sup> Avenue or SW Fischer Road. The entire street

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system is proposed to be private.

Proposed pedestrian access improvements include completing the missing sidewalk along the SW 131<sup>st</sup> Street frontage, sidewalk along both sides of the 28-foot wide private street, and sidewalk on one side of the 22-foot wide private street. An additional pedestrian connection is proposed within Tract C between Lots 4 and 5 to connect with an existing public walkway, which is located within the recently completed apartment complex to the north.

A traffic report, submitted by ARD Engineering (Exhibit 9 of the application), evaluates the operation of the new street access points on SW 131<sup>st</sup> Avenue and SW Fischer Road as well as the 131<sup>st</sup>/Fischer intersection. The analysis takes potential future traffic volumes following development of Urban Reserve Area 6D (URA 6D) into account. The SW 131<sup>st</sup> Avenue access is directly across from SW Carmel Street, and the southern access on SW Fischer Road is offset to the east from SW 132<sup>nd</sup> Terrace.

The report concludes that the additional traffic will not have a significant detrimental impact on the street system and that the intersection off-set at SW 132<sup>nd</sup> Terrace will not pose operational or safety issues. Even with additional traffic forecast for the future, the operation of the two new access points and the 131<sup>st</sup>/Fischer intersection are anticipated to operate satisfactorily.

#### ***Tree Removal***

A tree removal plan was submitted. The applicant indicates that 15 trees, located on the upland portion of the site, and 5 street trees are proposed for removal to accommodate necessary site grading, homes, and the completion of frontage improvement along SW Fischer Road (Exhibit 2 of the application). Trees within the western drainageway are proposed to be retained. The applicant did not submit a protection plan for the trees that are to remain.

#### ***Goal 5 Safe Harbor Review***

The western drainageway is identified as an area that could be subject to periodic flooding. In addition, the environmental and habitat value of this drainage course is protected through a combination of city, Clean Water Services (CWS) and state regulations. CWS has issued a Service Provider Letter (Exhibit 6 of the application) outlining the requirements for development of this property.

In addition, a wetland delineation report was submitted to and approved by the Oregon Division of State Lands (Exhibit 6 of the application). As indicated in the report, a very small wetland was identified along the western property line. The applicant proposes to protect the wetland and larger drainageway area, shown as Tract A in the preliminary plat, from development impacts.

#### ***Community Meeting***

Chapter 16.46 of the King City Community Development Code (CDC) requires applicants to hold a community meeting to introduce a development proposal to neighboring property owners prior to submitting a formal application. As described in the application, this meeting was held on January 8,

2018 in compliance with the requirements stipulated in Chapter 16.46

### **Agency Comments**

The City Engineer submitted a memorandum noting a number of applicable requirements and coordination obligations as the applicant finalizes the design and builds the project. (Attachment A).

Pride Disposal Co. indicated that it can serve the residential portion of the development and will need to review a specific development application for Lot 17 in the future (Attachment B).

No other agency comments have been received.

### **FINDINGS AND CONCLUSIONS**

The King City Comprehensive Plan contains the applicable evaluation criteria when considering a zone change in the Land Use Designations and Location Criteria section.

The King City Community Development Code (CDC) contains the applicable review standards. The relevant evaluation criteria related to the remaining three applications are found in CDC Chapters:

- 16.102 Neighborhood Mixed-Use (NMU) Zone;
- 16.124 Landscaping and Beautification;
- 16.128 Tree Removal;
- 16.132 Parking and Loading;
- 16.136 Circulation and Access;
- 16.142 Goal 5 Safe Harbor Review;
- 16.144 Vision Clearance;
- 16.146 Residential Density Calculation;
- 16.148 Signs;
- 16.196 Subdivision;
- 16.208 Improvements; and
- 16.212 Neighborhood Circulation.

### **Land Use Designations and Location Criteria – Mixed Use (Comprehensive Plan)**

The location criteria are intended to provide guidance for the Planning Commission and City Council when land use and zoning designations for specific properties are proposed to be amended. They describe the basic characteristics a property or properties should have to be eligible for a particular land use designation.

The NMU Zone is designed to allow for a mix of neighborhood-scale and medium density residential uses. Properties designated NMU should have six basic 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.*~~

The property has access to SW 131<sup>st</sup> Avenue, which is designated as a collector street. The portion of SW Fischer Road, which abuts the property, is designated as a neighborhood collector. SW Fischer Road is designated as a collector to the east of the SW 131<sup>st</sup> Avenue intersection.

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.*

The facilities serving the West King City area were designed to accommodate development of the properties including this one. The proposed zone change will affect the mix of uses on the property but the intensity of development and its potential demand on public facilities and services will remain comparable to the current R-12 Zone. Necessary public facilities and services can be provided.

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.*

The potential traffic impacts of this development have been analyzed by a qualified traffic engineer. Given the comparable level of development allowed by the R-12 and proposed NMU zones, the traffic impact of the proposed zone change and resulting development is found to be a negligible difference from the existing R-12 zoning. The NMU Zone includes development limitations (Section 16.102.040) including 12 units per acre for residential development and a Floor Area Ratio (FAR) of 1.5 to 1 to ensure that resulting development is consistent with surrounding residential neighborhoods. The applicant has demonstrated that functional and safe access can be provided.

4. *No natural development limitations such as unstable soils or flooding that affect significant portions of the property.*

The only development limitations are found in the extreme western portion of the property. This area will be protected, and no development is proposed for this area.

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.*

SW 131<sup>st</sup> Avenue and SW Fischer Road provide physical separation from residences across the street, and street trees will provide some visual screening. The residences on the east side of SW 131<sup>st</sup> Avenue are oriented toward SW Carmel Street and have a solid fence and vegetative screening along the SW 131<sup>st</sup> frontage. The residences along the south side of SW Fischer on both sides of SW 131<sup>st</sup>, have a landscaped buffer between the homes and the street. The two recently completed three-story apartment buildings to the north have a landscaped buffer along the south property line. The single family homes to the west are separated by the vegetated drainageway, which is protected from development.

As noted herein, the commercial uses allowed in the NMU Zone include a limited array of neighborhood-scale service, retail, and dining uses. Auto-oriented uses and drive-through windows are not permitted. The NMU Zone also features a full range of design requirements, such as maximum height limits, parking lots only to the rear or side of buildings, buffering from noise, lights, and limits on hours of operation, which are all designed to address potential compatibility issues. Finally, the future development of Lot 17 will be subject to site development review approval, where CDC requirements and a specific development proposal will be reviewed by the city, including a public hearing with the Planning Commission. The commission would have the authority to impose conditions of approval to further address specific compatibility issues.

6. *Significant unique natural features on the site which can be maintained.*

The significant natural resource area on the site is the drainageway on the western boundary of the property. As noted herein, it will be protected from development and preserved.

The applicable criteria in the Comprehensive Plan are satisfied, and the proposed zone change from R-12 to NMU should be approved.

### **Neighborhood Mixed-Use Zone (16.102)**

CDC Sections 16.102.020 through 16.102.030 list the uses that are permitted or conditional. Townhomes (attached single family) on Lots 1-16 and commercial uses on Lot 17 are either permitted or conditional uses as described in these two CDC sections.

CDC Section 16.102.040 contains the dimensional standards for the NMU Zone. The proposed subdivision features lot sizes and dimensions, which satisfy the basic dimensional standards for lots.

The applicable dimensional standards for single family attached lots and the proposed dimensions are noted in the following table. There are no minimum dimensional standards for commercial or mixed-use development (Lot 17).

<i>Minimum Standard – Single Family Attached</i>		<i>Proposed</i>
Lot size	1,500 square feet	1,500 to 2,495 square feet
Lot width	20 feet	20 to 25 feet
Lot depth	60 feet	75 to 80± feet*

\*This measurement is from the proposed private street curb.

While the building footprints of the proposed townhomes are shown, they are technically not part of subdivision review, and the building dimensions are reviewed and approved during the building permit review process. However, it is important to ensure that the subdivision design will enable subsequent development to meet CDC standards. Perhaps the most significant will be to design the townhomes to satisfy the 18-foot garage door setback to enable parking in the driveways.

Subdivision design issues related to the NMU Zone standards along with standards for parking (16.132) circulation and access (16.136), and neighborhood circulation (16.212) will need to be considered to enable the residential development in the subdivision to ultimately comply with all applicable standards.

#### **Landscaping and Beautification (16.124)**

*Sections 16.124.050 and 060 require street trees along street frontages with an average spacing between 20 to 40 feet depending upon tree species.*

The landscaping plan (Exhibit 8 Plan Set, Sheet P4) includes trees along the private street frontages within the development and along SW 131<sup>st</sup> Avenue and SW Fischer Road. Section 16.124.060 requires yard trees have an average spacing of 25 to 40 feet, depending upon the mature size of the tree. Trees are show with spacing of 20 to 30 feet. However, the plan does not indicate a proposed tree species. The tree species and spacing should be reviewed as a condition of approval to ensure appropriate street tree selection and planting. Landscaping for Lot 17 shall be reviewed as part of a future site development review application.

#### **Tree Removal (16.128)**

Chapter 16.128 is intended to minimize the number of trees removed and to encourage the retention of trees as property is developed.

*Section 16.128.050 B. requires consideration of the following criteria:*

- 1. The condition of the trees with respect to disease, danger of falling, proximity to existing or proposed structures, and interference with utility services or pedestrian or vehicular traffic safety.*
- 2. The necessity to remove trees in order to construct proposed improvements, or to otherwise utilize the applicant's property in a reasonable manner.*
- 3. The topography of the land and the effect of tree removal on erosion, soil retention, stability of earth, flow of surface waters, protection of nearby trees and wind breaks.*

4. *The number and density of trees existing in the neighborhood, the character and property uses in the neighborhood, and the effect of the tree removal upon neighborhood characteristics, beauty and property values.*
5. *The tree(s) is necessary to comply with conditions of development approval or compliance with provisions of Chapter 16.124.*
6. *The adequacy of the applicant's proposals, if any, to plant new trees or vegetation as a substitute for the trees to be cut.*

Of the 20 trees to be removed, 5 street trees are proposed for removal to allow minor reconfiguration of the existing street improvements, and replacement with 7 new trees. The remaining trees are proposed for removal to accommodate the proposed development. The majority of the trees are old fruit trees of limited environmental or aesthetic value. The development will provide mitigation for the tree removal with the planting of street trees as noted above. The trees within the western drainageway shall be retained. The applicant should provide a tree protection plan to demonstrate how the trees to be retained will be protected during construction.

### **Parking and Loading (16.132)**

*Section 16.132.030 requires one parking space per residential unit.*

The applicant proposes to provide a one-car garage for each unit. Although house plans have not been provided, the landscaping plan (Exhibit 8 Plan Set, Sheet P4) suggests that each townhome is envisioned to have a recessed garage door, providing sufficient room to park an additional vehicle in the driveway with sufficient room to not block the sidewalk (18-foot garage setback is required from the edge of the sidewalk). In addition, it appears that approximately 8 on-street parking spaces will be possible on the internal street, plus 8-9 parallel spaces along the SW 131<sup>st</sup> Avenue and SW Fischer Road frontages. Required parking for development on Lot 17 will be determined as part of a future site development review application. Comments have not been received from Tualatin Valley Fire and Rescue (TVFR). However, in the review of previous subdivisions, TVFR consistently has not allowed parking on one side of a two-way street that is less than 28 feet wide. The applicant will either need to remove parking on one side or widen the street to a curb-to-curb minimum of 28 feet.

### **Circulation and Access (16.136)**

*Section 16.132.030 B. requires private streets or driveways to be a minimum of 24 feet wide with a walkway on at least one side when more than three dwelling units are served.*

A 22-foot wide common driveway with a 5-foot sidewalk on one side is proposed to serve Lots 7 – 11. This driveway standard in CDC 16.132.030 is admittedly unclear about whether the 24-foot width requirement for private driveways serving this number of units includes the walkway. To assist in interpreting this provision, the city's standards for minor local public streets is considered. Local, low traffic streets may be built with a 22-foot curb-to-curb width plus a 5-foot sidewalk on one side. The proposed driveway is consistent with these standards, and is interpreted to satisfy the driveway standards in CDC 16.136.030.

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*Section 16.136.030 C. requires more than 6 lots to be served by a public street.*

*Section 16.136.030 D. states that uniform fire code requirements must be met.*

The applicant is proposing only private streets within the subdivision. The main circulation street is proposed to be 26-foot wide with sidewalks on both sides. As noted above, parallel parking is proposed on one side. TVFR requires a minimum of 20 feet clear, and as noted above, a 28-foot street width would be required to allow parking on one side and meet the emergency access requirement.

*Section 16.136.050 C. requires efficient pedestrian connections internally and with adjacent facilities.*

This would include the street sidewalks and the pedestrian pathway to the north. At a minimum, this northern pathway connection and sidewalk along the main circulation street should be within a public access easement.

Given the issues pertaining to providing adequate parking, fire access, and pedestrian circulation, the main internal street connection between SW 131<sup>st</sup> Avenue and SW Fischer Road should be publicly dedicated and have a width of 28 feet. The pedestrian connection to the north, via Tract C, should be within a public access easement. This will result in reducing the size of Lot 17 slightly, but the subdivision can fundamentally be maintained and constructed as proposed.

### **Goal 5 Safe Harbor Review (16.142)**

*Section 16.142.060 contains the requirements for the types of development allowed within drainage areas.*

The applicant does not propose any development within the sensitive areas as demonstrated in wetland delineation report and related materials in Exhibit 6 of the application. Section 16.142.060 B. has general approval criteria for vegetation removal within identified drainage areas. Because no vegetation removal is proposed, this section is satisfied. In addition, CWS will ensure that its requirements, as noted in the Service Provider Letter (Exhibit 6), are satisfied.

### **Vision Clearance (16.144)**

*Section 16.144.030 requires vision triangles of 35 feet at street intersections and 15 feet at driveway entrances.*

The vision clearance triangles required in this CDC chapter can be satisfied in the development. The requirements of this chapter will be reviewed again for compliance during the final plat review, approval of final landscaping plans, and future site development review for Lot 17.

### **Residential Density Calculation (16.146)**

This chapter sets forth the methodology for calculating development density. The NMU Zone requires a maximum density of 18 units per acre for developments that are entirely residential. Developments that are either commercial or mixed-use are not limited by the number of units but by total floor area ratio (FAR) of 1.5 to 1.0. This means that the total floor area of buildings may not be more than 1.5

times the area of the site. For this application, there are two alternatives for calculating the allowable density. One would be to subtract the area of the future commercial site (Lot 17) from the total area of the property (67,820 sf) minus the size of Lot 17 (14,826 sf) yielding 52,994 sf (or 1.22 acres) times 12 du/ac, which equals 14.6 or 15 units.

The second would be to calculate the entire development on all 17 lots based upon a maximum FAR of 1.5 to 1.0. With a total site area of 67,820 square feet, a 1.5 to 1.0 FAR would yield a total allowable floor area (residential and commercial) of 101,730 square feet. As shown, the proposed 3-story townhomes would have the potential for a floor area of approximately 3,000 square feet each or a total of 48,000 square feet of floor area for the 16 townhomes. This would leave 53,730 square feet of floor area available for the commercial/mixed use development on Lot 17. The applicant shows two conceptual buildings that would have 4,200 square feet of floor area at one story and up to 12,600 square feet at three stories.

The proposed 16 townhome units plus the future development on Lot 17 can meet the overall density requirement for the entire property.

### **Signs (16.148)**

Signs are not included in the application. Sign permits must be approved by the city prior to installation of any future signs.

### **Fences and Walls (16.180)**

*Section 16.180.040 imposes a 6-foot maximum height limit on fences located in the rear or side yard.*

The applicant indicates that a 6-foot good neighbor fence is proposed along rear and side yards. This satisfies the 6-foot maximum height standard in Section 16.180.040 A. for fences in the side or rear yard.

### **Subdivision (16.196)**

*Section 16.196.060 A contains the approval standards for a preliminary plan:*

- 1. The proposed preliminary plat and the neighborhood circulation plan (Section 16.212.040) comply with the applicable provisions of this title;*

The circulation plan is addressed later in this report.

- 2. The proposed plat name is not duplicative;*

The plat name will be reviewed and approved by Washington County to meet this criterion.

- 3. The proposed street and accessways are designed in accordance with Chapter 16.212;*

The circulation plan is addressed later in this report.

~~4. Parks shall be conveniently located so as to provide direct public access and availability from a public street; and~~

5. Park shall be bordered by at least one public street to encourage public use and provide visual access.

The open space areas, including the city park to the southwest and Deer Creek greenway access, are readily available to this development. In addition, a public space is proposed as part of the future development of Lot 17.

### **Improvements (16.208)**

*This chapter requires that public improvements be made to support development, and applies during construction and recording the final subdivision plat.*

The conditions of approval will satisfy the city requirements.

### **Neighborhood Circulation (16.212)**

*Section 16.212.050 contains the following approval standards for on-site street and accessway circulation.*

A. *The following review standards in this section shall be used to:*

1. *Provide a generally direct and interconnected pattern of streets and accessways to ensure safe and convenient access for motor vehicles, pedestrians, bicyclists, and transit users; and*
2. *Ensure that proposed development will be designed in a manner, which will not preclude properties within the circulation analysis area from meeting the requirements of this section.*

The proposed circulation on the property and the surrounding area will provide for a system with internal access for vehicles, pedestrians, and bicyclists. The connections SW 131<sup>st</sup> Avenue and SW Fischer Road will provide adequate access in and out of the development.

B. *On-site streets for residential, office, retail, and institutional development shall satisfy the following criteria:*

1. *Block lengths for local and collector streets shall not exceed 530 feet between through streets, measured along the nearside right-of-way line of the through street.*

The blocks will all be less than 200 feet.

2. *The total length of a perimeter of a block for local and collector streets shall not exceed 1,800 feet between through streets, measured along the nearside right-of-way line.*

The block surrounding Lot 17 will be less than 500 feet.

3. *Streets shall connect to all existing or approved public stub streets, which abut the development site.*

No street stubs are, or will be, available.

4. *Within the West King City Planning Area, local streets shall be located and aligned to connect with the planned neighborhood collector street extending west from SW Fischer Road and/or to SW 131<sup>st</sup> Avenue.*

The proposed street connection between SW 131<sup>st</sup> Avenue and SW Fischer Road satisfies this requirement.

5. *Within the West King City Planning Area, street system design shall include a minimum of two future local street connections to SW 137<sup>th</sup> Avenue ....*

Not applicable – this property is well removed from SW 137<sup>th</sup> Avenue.

6. *Although an interconnected street system is required by the provisions of this chapter, local street systems shall be designed to discourage motorists traveling between destinations that are outside of the neighborhood being served by the local streets.*

The proposed street system is for local access only and will not encourage through traffic from outside the area.

7. *Cul-de-sacs and permanent dead-end streets shall be prohibited except where construction of a through street is found to be impractical according to the provisions of Section 16.212.080 A.*

Only a common driveway is proposed to serve Lots 7 – 11, and a dead-end street is not proposed.

8. *When cul-de-sacs are allowed, they shall be limited to 200 feet and no more than 25 dwelling units unless a modification is justified as provided in Section 16.212.080 A.*

This is not applicable because a cul-de-sac is not proposed.

C. *On-site sidewalks and accessways for residential, office, retail, and institutional development shall satisfy the following criteria:*

1. *For blocks abutting an arterial or major collector and exceed lengths of 530 feet, an accessway shall be provided to connect streets for every 330 feet of block length or portion thereof.*

Not applicable – no arterial or major collector streets are involved.

2. *Accessways shall connect with all existing or approved accessways, which abut the*

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*development site.*

A connection to the existing pedestrian accessway to the north will be provided.

3. *Accessways shall provide direct access to abutting pedestrian-oriented uses and transit facilities, which are not served by a direct street connection from the subject property. Accessways shall provide future connection to abutting underdeveloped or undeveloped property, which is not served by a direct street connection from the subject property, where the abutting property line exceeds 330 feet. Where the abutting property line exceeds 530 feet, additional accessways may be required by the approval authority based on expected pedestrian demand. In the case where the abutting properties are Limited Commercial and/or residential, the approval authority may determine that such a connection or connections are not feasible or present public safety issues. The approval authority may reduce the number of required accessways to abutting properties if:*
- a. Such a reduction results in spacing of streets and/or accessways of 330 feet or less; and*
  - b. Reasonably direct routes are still provided for pedestrian and bicycle travel in areas where pedestrians and bicycle travel is likely if connections are provided.*

Direct pedestrian access will be provided to the proposed future commercial and/or mixed-use development on Lot 17. This will be accomplished by completing the sidewalk system along SW 131<sup>st</sup> Avenue and completing the accessway connection to the north.

4. *Direct connection of cul-de-sacs and dead-end streets to the nearest available street or pedestrian oriented use.*

Not applicable – no cul-de-sac streets are proposed.

5. *Accessways may be required to stub into adjacent developed property if the approval authority determines that existing development patterns or other constraints do not physically preclude future development of an accessway on the developed property and the adjacent developed property attracts, or is expected to attract, a greater than average level of pedestrian use.*

As noted above, provision has been made to allow a connected pathway system to the north.

6. *The city design standards for neighborhood collector and local streets include sidewalks on both sides of the street.*

Sidewalks are proposed on both sides of the main interior street and along one side of the driveway serving Lots 7 - 11.

D. *The King City Comprehensive Plan includes capacity guidelines for neighborhood collector and local streets. To ensure that new development does not place undue traffic burdens on neighborhood streets, the following maximum dwelling unit standards shall apply to any subdivision, site plan review, or conditional use in the SF, AT, R-9, R-12, R-15, and R-24 zone:*

1. *A maximum of 300 single and/or multiple family dwellings shall be served exclusively by one neighborhood collector street to reach the regional street system of major collector and arterial streets. In the case of single family residential subdivisions, a preliminary plat approval may exceed this standard, but all final plats shall comply with this section.*

Not applicable – the property is connected to SW 131<sup>st</sup> Avenue and SW Fischer Road by a local street and driveway system, not a neighborhood collector.

2. *A maximum of 120 single and/or multiple family dwellings shall be served exclusively by one local street to reach a neighborhood collector street or the regional street system of major collector and arterial streets. In the case of single family residential subdivisions, a preliminary plat approval may exceed this standard, but all final plats shall comply with this section.*

This 17-lot subdivision complies with this standard.

3. *The circulation analysis required in Section 16.212.040 shall demonstrate how the standards in subsections 1 and 2 above will be satisfied when full development or development phases are completed.*

The subdivision and the subsequent development will be consistent with the local street access standard noted above.

*Section 16.212.070 contains the following approval standards regarding accessway and greenway design.*

- A. *Accessways shall be direct with at least one end of the accessway always visible from any point along the accessway.*

The pedestrian accessway connection to the north will be short, direct, and capable of meeting this standard.

- B. *Accessways shall have a maximum slope of 5 percent wherever practical.*

The slope shall be addressed as part of the final plat, but it should not be a problem.

- C. *Accessways shall be no longer than 300 feet in length between streets. The length of the accessway shall be measured from the edge of right-of-way between streets. Accessways shall include a 10-foot wide right-of-way with a minimum 8-foot wide paved surface to safely accommodate both pedestrians and bicyclists. When the approval authority determines that a proposed accessway will accommodate significant volumes of pedestrian and/or bicycle traffic,*

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~~the right-of-way width and pavement width may be increased to a maximum of 15 feet and 12 feet respectively.~~

The accessway should be less than 150 feet and will be able to meet the length standard. The preliminary plat shows a width of 9.38 feet for tract C at the street and 10.1 feet at the northern property line. This width will need to be adjusted to comply with minimum 10-foot width standard.

- D. *Fencing along or within 10 feet of lot lines adjacent to accessways is permitted, provided that it complies with the provisions of Chapter 16.180 – Fences and Walls.*

Fencing will probably be used, consistent with this requirement.

- E. *The paved portion of the accessway shall be free of horizontal obstruction and shall have a 9-foot, 6-inch vertical clearance to accommodate bicyclists.*

No overhead obstructions will be present.

- F. *All unpaved portions of accessways shall be landscaped. New landscaping materials shall be selected and sited in conformity with Chapter 16.124, Landscaping and Beautification, and be limited to canopy trees, shrubs, ground cover, vines, flowers, lawns, brick, bark, timber, decorative rock, or other decorative materials.*

Landscaping and specific design details can be addressed as part of final plat approval.

- G. *Existing trees within the right-of-way are subject to preservation or removal according to procedures in Chapter 16.128, Tree Removal.*

No significant tree removal will be necessary.

- H. *Where street lighting is not present at accessway entrances, pedestrian scale lighting shall be provided, which:*

1. *Does not exceed 16 feet in height;*
2. *Has a minimum of 0.5 footcandles average illumination and a uniformity ratio not exceeding 5:1;*
3. *The lamp shall include a high-pressure sodium bulb with an unbreakable lens; and*
4. *Lamps shall be oriented so as not to shine excessive amounts of light upon adjacent residences.*

Exterior lighting details shall be reviewed for CDC compliance as part of final design approval.

- I. *Accessway lighting, as described in the Section 16.212.060 H. may also be required at intermediate points along the accessway as determined by the city engineer.*

Lighting details shall be addressed as part of final design approval.

- J. *Accessway surfaces shall be constructed of asphaltic concrete or other all-weather surfaces approved by the city engineer.*

The pavement type will be identified as part of final design approval.

- K. *Accessway curb ramps shall be provided where accessways intersect with streets.*

Specific design details shall be addressed as part of final approval.

- L. *Accessways shall be signed to prohibit access by unauthorized motor vehicles where accessways intersect with streets.*

This shall be addressed as part of final design approval.

- M. *Accessways shall require a physical barrier at all intersections with streets, to prevent use of the facility by unauthorized motor vehicles. Barriers shall:*

1. *Be removable, lockable posts permitting access by authorized vehicles;*
2. *Be reflectorized for night visibility and painted a bright color for day visibility; and*
3. *Be spaced 5 feet apart.*

Specific design details for pedestrians shall be addressed as part of final approval.

- N. *When an accessway is provided between two properties, and at least one of the accessways is an internal connection, the accessway shall be 10 feet wide. For example, a shopping center required to provide a connection to an undeveloped office commercial property shall leave at least a 10-foot wide gap in any fence or berm built near the property line at the end of the connection.*

Specific design details for pedestrians shall be addressed as part of final approval.

- O. *When an accessway is required to connect to an existing accessway, and the existing accessway has a paved width less than 10 feet, a transition shall be provided between the two accessways as part of the required accessway.*

Specific design details for pedestrians shall be addressed as part of final approval.

- P. *Greenways, intended to partially fulfill the circulation review standards of this chapter shall meet the standards of Section 16.212.060, with the following modifications:*

1. *A minimum 30-foot wide right-of-way width;*
2. *A minimum 10-foot wide paved accessway surface; and*
3. *A greenway may exceed 300 feet in length.*

Not applicable – a greenway path is not proposed.

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*Section 16.212.080 allows the Planning Commission to modify the circulation analysis review standards of Sections 16.212.050 through 070 through a planning commission review based upon the relevant approval criteria in this section. The following modifications should be considered by the Planning Commission:*

Not applicable – no modifications are requested or necessary.

## **RECOMMENDATION – Zone Change**

Based upon the above facts, findings, and conclusions, the Planning Commission RECOMMENDS APPROVAL of the proposed zone change-plan amendment from R-12 to NMU to the King City Council.

## **DECISION – Subdivision, Tree Removal, and Goal 5 Safe Harbor Review**

Based upon the above facts, findings, and conclusions, the planning consultant recommends that the Planning Commission APPROVE the proposed subdivision, tree removal, and Goal 5 safe harbor review applications subject to King City Council approval of the zone change application and the following conditions:

### **Subdivision**

1. Conditions 2 through 32 below shall be satisfied prior to recording the final subdivision plat with Washington County.
2. The final plat shall contain lots in a configuration that is consistent with the preliminary plat:
  - a. The minimum and maximum density requirements of the NMU zone shall be satisfied.
  - b. The main circulation street shall be publicly dedicated and built to a sufficient width to satisfy city and TVFR standards.
  - c. The access serving Lots 7 – 11 may be private and located within a tract.
  - d. The north pathway connection shall be within a public access easement and shall satisfy city standards.
  - e. The final plat shall be approved by the City Manager and the City Engineer as provided in CDC Section 16.196.070-130.
3. The applicant shall provide verification to the City Manager that all necessary permits and public facility improvements have been obtained and are financially assured. These shall include:
  - a. CWS requirements identified in the Service Provider Letter.
  - b. The applicant shall provide suitable access as determined by TVFR.
  - c. City Engineer requirements as identified in Conditions 9 through 28.
  - d. Tigard Water District approval of public water facilities.
  - e. Verification of Pride Disposal approval for waste and recyclable facilities.
  - f. Utility facilities approved by the service providers including, but not limited to: electricity, street lighting, natural gas, cable access, and telephone.
4. The proposed tracts shown on the preliminary plat shall be designated on the final plat in a manner that is approved by the City Manager and/or CWS.
5. A final plan for providing the street trees, as required by the CDC, shall be provided for City Manager approval, which includes:
  - a. Street trees that meet the CDC minimum size requirement of 2 inches at 4 feet above grade.
  - b. A plan for when the trees will be planted, by whom, and how they will be maintained.

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- c. ~~A method for financially ensuring the installation and long-term survival of the trees.~~
  - d. City Manager review and approval of selected trees before they are planted.
6. Prior to issuance of any development or building permits, site and landscaping plans and supporting information shall be submitted for City Manager approval. The plans and related information shall include:
- a. Final landscaping plan for all common tracts.
  - b. Final grading plan.
  - c. A pathway connection with the existing public pathway to the north in Tract C.
  - d. An exterior lighting plan that will provide sufficient shielding from light and glare for nearby residential uses and security for common areas and the pathway.
7. Prior to occupancy of the residences, the improvements and landscaping described in Conditions 5 and 6 above shall be installed or financially assured.
8. Signs shall be approved and permitted by the city prior to installation.
9. Development of this site will require public and private facility improvements designed and constructed in accordance with the current City-adopted Zoning and Development Ordinance and City design and construction standards. Current City Standards include the most recent version of the Washington County Uniform Road Improvement Design Standards and the American Public Works Association (APWA) Standard Specification for Public Works Construction. In addition, improvements must be designed and constructed in accordance with all City requirements and conditions of approval. All final design plans and documents must be stamped by a Professional Engineer (P.E.) licensed in the State of Oregon.
10. Construction plans will generally include but not limited to the following:
- a. Cover sheet
  - b. Existing site conditions
  - c. Site plan
  - d. Grading and erosion control plan
  - e. Utility plan
  - f. Plan and profile for street and storm
  - g. Plan and profile for sanitary and water
  - h. Street illumination plan
  - i. Street tree plan
  - j. Signing plan
  - k. Stormwater quality facility
  - l. Miscellaneous details for street, sanitary, storm, signing...
11. An electronic copy and three sets of complete construction plans shall be submitted to the City for preliminary review and comment. The design engineer shall submit a construction cost estimate for the required public improvements with the preliminary construction plans for review and comment. A deposit in the amount of five percent of the total accepted engineer's estimated value of public improvements must be provided to the City. The engineer's estimate is to be presented in a "schedule of unit prices" format, reflecting cost estimates for the

various anticipated construction bid items.

12. Following receipt of City review and comment on preliminary construction plans and after required revisions are made, the applicant shall circulate construction plans to all utility service companies within the City and other agencies as required. Prior to final approval of construction plans, all proposed utility and agency comments, revisions, and drawings must be received and approved by the City. A revised engineer's construction cost estimate for public improvements shall be submitted with the final construction plans for review and acceptance by the City prior to approval of the construction plans.
13. A public improvements performance bond shall be provided to the City prior to construction in an amount equal to 125 percent of the final accepted engineer's estimate.
14. A maintenance bond in the amount of 20 percent of the final accepted engineer's estimate is required prior to final City acceptance of constructed public improvements. The maintenance bond shall remain in effect for a period of not less than one year after all public improvements are accepted by the City.
15. A development agreement between Applicant and the City must be executed prior to construction of public improvements.

#### *City/Agency Coordination*

16. The Applicant is to coordinate with the City and all appropriate utilities and agencies throughout the application, review, and construction process. Agency/utility coordination includes, but is not limited to, Clean Water Services (CWS) regarding sanitary and storm sewer system improvements, Tualatin Valley Fire & Rescue (TVF&R) regarding emergency access, City of Tigard Water for water system improvements, City of King City and Washington County for work relating to SW Fischer Road, Pride Disposal Company for garbage and recycling collection, and the City of King City regarding planning, street improvements, surface water drainage improvements, and site development interests including on-site grading and other work requiring building permits. Throughout the land-use and development process the applicant is to provide copies of all agency or utility approvals and permits to the City for its permanent files. The City is to be notified of any potential design conflicts, and/or any other potential conflicts between the various utility and agency requirements.

#### *Street Improvements*

17. General access is proposed from both SW 131<sup>st</sup> Avenue and SW Fischer Road through a 26-foot wide paved street within a 28-foot right-of-way, approximately 300 feet long to access all lots. To meet City standards, the access shall be through a public 28-foot wide paved street within a 39-foot right-of-way to include the sidewalks on both side of the main street. In addition, access to Lot 7 through Lot 11 is proposed thru a private paved alley, approximately 89 feet long. Plans identify the access to be 22 feet wide, however the actual measurement shows 17 feet between property lines. Corrections are required. As proposed, circulation internal to the Development allows adequate circulation of fire trucks provided the paved area is adjusted to 28 feet, however final approval from TVFR regarding safety and firefighting apparatus access is still required.

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18. As currently proposed, the public sidewalks are outside of public right-of-way. All curb-tight sidewalks on the main street are to be on public right-of-way. Design shall show a cross section to illustrate the proposed right-of-way and 8-foot wide utility easement.
  19. SW Fischer Road east of SW 131<sup>st</sup> Avenue is a Washington County Road. As a county road, any further improvements that may impact County right-of-way are to be coordinated with Washington County. Improvements on SW Fischer Road west of SW 131<sup>st</sup> Avenue are to be coordinated with the City.
  20. SW 131<sup>st</sup> Avenue was a collector under the jurisdiction of Washington County. The City maintained the collector status for SW 131<sup>st</sup> when jurisdiction was transferred from the county. Status includes required dedication of right-of-way and half street improvement to County Standards along the site frontage of the 131<sup>st</sup> Avenue right-of-way. The proposed improvements are also to include an 8-foot-wide public utility easement (PUE) along SW 131<sup>st</sup> Avenue as required along the frontage of all existing and proposed public streets including SW Fischer Road.
  21. The City currently has improvements planned on SW 131<sup>st</sup> Avenue. Applicant is to coordinate the improvements with the City for the section adjacent to the new subdivision mainly between SW Carmel Street and SW Fischer Road.

#### *Storm Drainage Improvements*

22. The applicant is to coordinate with Clean Water Services to design needed storm drainage improvements in accordance with Clean Water Services requirements. Typically, both storm water quality provisions as well as storm water conveyance provisions are required. Private facilities and connections are to be designed and constructed in accordance with all applicable City codes and standards. Public facilities require public easements, including the proposed storm Water Quality Swale between Lot 11 and Lot 12.

#### *Sanitary Sewer Improvements*

23. The applicant is to coordinate with CWS to determine sanitary service availability and to design and construct needed sanitary sewer improvements in accordance with CWS requirements. Privately owned facilities are to be designed and constructed in accordance with all applicable City codes and standards.

#### *Water System Improvements*

24. The applicant is to coordinate with City of Tigard Water to design needed water system improvements. New public water system improvements are to be constructed in accordance with the current City of Tigard Water adopted design and construction standards. Permits from City of Tigard Water will be required.

#### *Sensitive Area/Wetland Mitigation*

25. The applicant shall coordinate with CWS to provide an off-site wetland mitigation plan, if required. Typically, CWS require review and permits separate from the City. An approved SPL, in accordance with CWS design and construction standards (R&O 07-20), shall be required

prior to land use approval for the Subdivision.

#### *Pedestrian Pathway*

26. To allow pedestrian path connection to existing public pedestrian path north of the new development, a 9-foot wide access is proposed between Lot 4 and Lot 5. It is recommended that a 5-foot wide concrete paved pedestrian pathway be constructed within a public easement, minimum width of 10 feet, between lots 4 and 5, to allow straight pedestrian access. The pathway shall meet current ADA standards and all other applicable City design and construction standards.
27. The applicant shall provide verification to the City Manager that all necessary permits and public facility improvements have been obtained and are financially assured. These shall include Washington County, CWS, Division of State Lands, Tigard Water, TVFR, and Pride Disposal.
28. The final subdivision plat (or first phase if platted in phases) and supplemental information, as required this decision and the CDC, shall be submitted within one year of this decision for approval by the City Manager.

#### **Tree Removal**

29. The tree protection program and methods described in an arborist's report shall be provided to City Manager review and approval. It will then be followed at all times during construction. Prior to approving an occupancy permit, the applicant shall submit an arborist report to the City Manager confirming that the trees to be retained are in healthy and stable condition following construction.
30. Prior to removal of any trees, the applicant shall identify the trees in the field for review and approval by the City Manager.
31. Once the specific trees to be saved are identified in the field, a tree protection program and methods shall be submitted to the City Manager for approval prior to tree removal, grading, or construction. At a minimum, this program shall not allow work, construction, parking, storage, vegetation removal, or similar activities in identified areas necessary for tree survival and health. A fence or similar barrier shall be erected and maintained until construction is completed and occupancy permits are obtained. The approved protection program shall be followed at all times during construction. Prior to approving any phase of the final plat, the applicant shall submit an arborist report to the City Manager confirming that the provisions of the protection program were followed during construction and that the trees are in healthy and stable condition.

#### **Goal 5 Safe Harbor Review**

32. Final grading and construction plans shall be submitted to CWS and the City Engineer for approval.

  
Carolyn Griffith  
Planning Commission, Chair

ATTEST:



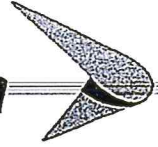
  
Michael Weston, City Manager

*This decision may be appealed within 14 calendar days of date of this decision by filing a signed petition for a public hearing review with the King City Planning Commission, as provided in CDC 16.48.030 and 16.68. Any appeal must be filed at King City Hall, 15300 SW 116<sup>th</sup> Avenue, King City, OR 97224 on or before January 3, 2019 at 5:00 p.m. A petition for review must include the name of the applicant and city case file number, the name and signature of each petitioner and statement of interest to determine party status, the date that notice of the decision was sent as specified in the notice, and the nature of the decision and grounds for appeal. Multiple parties may join in filing a single petition, but each petitioner must designate a single contact representative for all contact with the City. The appeal fee is \$600. Failure to file a signed original petition with the City, with the proper fee, by 5:00 on the due date shall be a jurisdictional defect. Only those persons entitled to the previously mailed notice of pending decision or persons who responded in writing are entitled to appeal. A motion for reconsideration may be filed as provided in CDC 16.64, but such a motion does not stop the appeal period noted above.*

*Information about the appeal process, form, and fees, as well as file information about this application are available at the above address. Please contact Michael Weston for further information (503-639-4082).*

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**ATTACHMENT A**  
**City Engineer Comments**



## MEMORANDUM

DATE: November 28, 2018

PROJECT: 92-0251.127  
City of King City, Land Use Action Referral – Subdivision of 16935 SW 131St Avenue, Tax Lot 800.

TO: Michael Weston, City Manager  
Keith Liden, City Planner

FROM: Fulgence Bugingo, P.E.  
Murraysmith

RE: City Engineer Review: Preliminary Application Review Comments

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### Purpose

This memorandum presents City Engineer review comments on the City of King City (City) Land Use Action Referral, dated November 6, 2018, for Tax Lot 800, Tax Map 2S, 1W, 16AC, to develop this lot into 16 townhomes within new Neighborhood Mixed-Use zone (NMU). Preliminary plans identify the property at address 16935 SW 131 St Avenue, north of SW Fischer Road.

### General

Presently, the tax lot is approximately 1.55 acres and is undeveloped. The proposed development will consist of 16 residential lots and one lot for commercial use and associated parking. A two-way access to the subdivision is proposed from both SW 131St Avenue to the east and SW Fischer Road to the south. The current zoning designation has been requested to be changed to Neighborhood Mixed-Use zone (NMU).

1. Development of this site will require public and private facility improvements designed and constructed in accordance with the current City-adopted Zoning and Development Ordinance and City design and construction standards. Current City Standards include the most recent version of the Washington County Uniform Road Improvement Design Standards and the American Public Works Association (APWA) Standard Specification for Public Works Construction. In addition, improvements must be designed and constructed in accordance with all City requirements and conditions of approval. All final design plans and documents must be stamped by a Professional Engineer (P.E.) licensed in the State of Oregon.

2. Construction plans will generally include but not limited to the following:
  - a. Cover sheet
  - b. Existing site conditions
  - c. Site plan
  - d. Grading and erosion control plan
  - e. Utility plan
  - f. Plan and profile for street and storm
  - g. Plan and profile for sanitary and water
  - h. Street illumination plan
  - i. Street tree plan
  - j. Signing plan
  - k. Stormwater quality facility
  - l. Miscellaneous details for street, sanitary, storm, signing...
3. An electronic copy and three sets of complete construction plans shall be submitted to the City for preliminary review and comment. The design engineer shall submit a construction cost estimate for the required public improvements with the preliminary construction plans for review and comment. A deposit in the amount of five percent of the total accepted engineer's estimated value of public improvements must be provided to the City. The engineer's estimate is to be presented in a "schedule of unit prices" format, reflecting cost estimates for the various anticipated construction bid items.
4. Following receipt of City review and comment on preliminary construction plans and after required revisions are made, the applicant shall circulate construction plans to all utility service companies within the City and other agencies as required. Prior to final approval of construction plans, all proposed utility and agency comments, revisions, and drawings must be received and approved by the City. A revised engineer's construction cost estimate for public improvements shall be submitted with the final construction plans for review and acceptance by the City prior to approval of the construction plans.
5. A public improvements performance bond shall be provided to the City prior to construction in an amount equal to 125 percent of the final accepted engineer's estimate.
6. A maintenance bond in the amount of 20 percent of the final accepted engineer's estimate is required prior to final City acceptance of constructed public improvements. The maintenance bond shall remain in effect for a period of not less than one year after all public improvements are accepted by the City.
7. A development agreement between Applicant and the City must be executed prior to construction of public improvements.

#### City/Agency Coordination

8. The Applicant is to coordinate with the City and all appropriate utilities and agencies throughout the application, review, and construction process. Agency/utility coordination

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includes, but is not limited to, Clean Water Services (CWS) regarding sanitary and storm sewer system improvements, Tualatin Valley Fire & Rescue (TVF&R) regarding emergency access, City of Tigard Water for water system improvements, City of King City and Washington County for work relating to SW Fischer Road, Pride Disposal Company for garbage and recycling collection, and the City of King City regarding planning, street improvements, surface water drainage improvements, and site development interests including on-site grading and other work requiring building permits. Throughout the land-use and development process the applicant is to provide copies of all agency or utility approvals and permits to the City for its permanent files. The City is to be notified of any potential design conflicts, and/or any other potential conflicts between the various utility and agency requirements.

### Street Improvements

9. General access is proposed from both SW 131st Avenue and SW Fischer Road through a 26 foot wide paved street within a 28 foot right-of-way, approximately 300 feet long to access all lots. To meet City standards, the access shall be through a public 28 foot wide paved street within a 39 foot right-of-way to include the sidewalks on both side of the main street. In addition, access to Lot 7 through Lot 11 is proposed thru a private paved alley, approximately 89 feet long. Plans identify the access to be 22 feet wide, however the actual measurement shows 17 feet between property lines. Corrections are required. As proposed, circulation internal to the Development allows adequate circulation of fire trucks provided the paved area is adjusted to 28 feet, however final approval from TVFR regarding safety and firefighting apparatus access is still required.
10. As currently proposed, the public sidewalks are outside of public right-of-way. All curb-tight sidewalks on the main street are to be on public right-of-way. Design shall show a cross section to illustrate the proposed right-of-way and 8 foot wide utility easement.
11. SW Fischer Road east of SW 131st Avenue is a Washington County Road. As a county road, any further improvements that may impact County right-of-way are to be coordinated with Washington County. Improvements on SW Fischer Road west of SW 131 St Avenue are to be coordinated with the City.
12. SW 131st Avenue was a collector under the jurisdiction of Washington County. The City maintained the collector status for SW 131 St when jurisdiction was transferred from the county. Status includes required dedication of right-of-way and half street improvement to County Standards along the site frontage of the 131 St Avenue right-of-way. The proposed improvements are also to include an 8-foot-wide public utility easement (PUE) along SW 131st Avenue as required along the frontage of all existing and proposed public streets including SW Fischer Road.
13. The City currently has improvements planned on SW 131 St Avenue. Applicant is to coordinate the improvements with the City for the section adjacent to the new subdivision mainly between SW Carmel Street and SW Fischer Road.

### Storm Drainage Improvements

14. The applicant is to coordinate with Clean Water Services to design needed storm drainage improvements in accordance with Clean Water Services requirements. Typically, both storm water quality provisions as well as storm water conveyance provisions are required. Private facilities and connections are to be designed and constructed in accordance with all applicable City codes and standards. Public facilities require public easements, including the proposed storm Water Quality Swale between Lot 11 and Lot 12.

### Sanitary Sewer Improvements

15. The applicant is to coordinate with CWS to determine sanitary service availability and to design and construct needed sanitary sewer improvements in accordance with CWS requirements. Privately owned facilities are to be designed and constructed in accordance with all applicable City codes and standards.

### Water System Improvements

16. The applicant is to coordinate with City of Tigard Water to design needed water system improvements. New public water system improvements are to be constructed in accordance with the current City of Tigard Water adopted design and construction standards. Permits from City of Tigard Water will be required.

### Sensitive Area/Wetland Mitigation

17. The Applicant shall coordinate with CWS to provide an off-site wetland mitigation plan, if required. Typically, CWS require review and permits separate from the City. An approved SPL, in accordance with CWS design and construction standards (R&O 07-20), shall be required prior to land use approval for the Subdivision.

### Pedestrian Pathway

18. To allow pedestrian path connection to existing public pedestrian path north of the new development, a 9 foot wide access is proposed between Lot 4 and Lot 5. It is recommended that a 5 foot wide concrete paved pedestrian pathway be constructed within a public easement, minimum width of 10 feet, between lots 4 and 5, to allow straight pedestrian access. The pathway shall meet current ADA standards and all other applicable City design and construction standards.

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**EXHIBIT B**  
**Pride Disposal Comments**



DISPOSAL COMPANY

P.O. Box 820 Sherwood, OR 97140

Phone: (503) 625-6177 Fax: (503) 625-6179

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November 20, 2018

Michael Weston  
City Manager  
City of King City  
15300 SW 116<sup>th</sup> Ave  
King City, OR 97224

Re: Case #LU 18-03 NW Corner of 131<sup>st</sup> Ave and SW Fischer Rd

We have reviewed the site plan for the above mentioned development. We will be able to service the development as it's been laid out. All residents will need to bring their receptacles to the nearest public road. With the exception of lots 8 thru 11, if the street is marked for no parking they will be able to put their receptacles curbside for service. If it is not marked for no parking then they will need to bring their receptacles to the nearest public road.

We are not approving the commercial concept at this time, we will need to see and review the enclosure prior to giving an approval letter.

If you have any additional questions, feel free to contact me.

Sincerely,

Kristen Tabscott  
Pride Disposal Company  
ktabscott@pridedisposal.com  
(503) 625-6177



COVER SHEET FOR:

# APPLICATION FOR ZONE CHANGE, AND SUBDIVISION OF 16935 SW 131<sup>st</sup>

- 1) ZONE CHANGE, AND SUBDIVISION APPLICATION
- 2) TREE REMOVAL APPLICATION AND MAP
- 3) NARRATIVE FOR ZONE CHANGE, AND SUBDIVISION
- 4) PRE-APPLICATION REQUEST
- 5) NEIGHBORHOOD MEETING MATERIALS:
  - LETTER TO NEIGHBORS
  - CONCEPT PLAN SENT WITH LETTER
  - LIST OF ADDRESSES
  - LIST OF ATTENDEES
  - MINUTES OF MEETING
- 6) WETLAND DELINEATION, AND CONCURANCE LETTER FROM THE STATE
- 7) TITLE DOCUMENTS, AND PROOF OF OWNERSHIP
- 8) PLAN SET
- 9) TRAFFIC REPORT

## 1) ZONE CHANGE, AND SUBDIVISION APPLICATION



THE CITY OF KING CITY  
15300 SW 116<sup>th</sup> Avenue  
King City, OR 97224  
Ph: 503-639-4082 · Fax: 503-639-3771

## APPLICATION FOR LAND USE ACTION

### TYPE OF LAND USE ACTION REQUESTED

☐ Annexation  
☒ Plan Amendment  
☐ Variance  
☐ Planned Unit Development  
☐ Sign Permit

☐ Conditional Use  
☐ Minor Partition  
☒ Subdivision  
☐ Site Plan  
☒ Other: ZONE CHANGE  
☐ Temporary

### OWNER/APPLICANT INFORMATION:

Applicant: MARK DANE PLANNING Phone: 503-332-7167

Address: 14631 SW MILLIEAN WAY, BEAVERTON, OR 97003 SUITE #6

Owner: SUMMA LODGE HOMES LLC, 1925 NW. AMBERGLEN PARKWAY  
SUITE 100

Address: BEAVERTON, OR 97006 Phone: 503-332-7167

Contact for Additional Information: \_\_\_\_\_

### PROPERTY INFORMATION:

Street Location: 16935 SW 131ST AVE

Tax Lot and Map No.: TL 800 2S116AC

Existing Structure/Use: SINGLE FAMILY DWELLING

Existing Plan/Zone Designation:  
R-12 / NMU 16.102

PROPOSED ACTION:

Proposed Use: 16 SINGLE FAMILY ATTACHED + NEIGHBORHOOD

Proposed Plan/Zone Designation: NMU

Proposed No. of Phases (one year each): 1

Standard to be Varied & How Varied (Variance Only): N/A

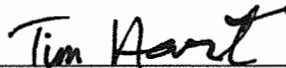
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AUTHORIZING SIGNATURES:

I am the owner/authorized agent of the owner empowered to submit this application and affirm that the information submitted with this application is correct to the best of my knowledge.

I further acknowledge that I have read the applicable standards for review of the land use action I am requesting and understand that I must demonstrate to the City review authorities compliance with these standards prior to approval of my request.

 6.1.18  
Applicants Signature Date

 6-1-18  
Owners Signature Date

TO BE SUBMITTED WITH THE APPLICATION:

To complete the application, submit fifteen (15) copies of the following:

1. A brief statement describing how the proposed action satisfies the requested findings criteria contained in the Comprehensive Plan for the action requested.
2. Applicable existing conditions and proposed development plan information and materials listed in part      Chapter      Section      of the Comprehensive Plan. The information in Section 4.100 which is applicable to a given application shall be determined during a pre-application conference with the Planning Department.

## 2) TREE REMOVAL APPLICATION AND MAP



# KING CITY

15300 SW. 116th Avenue, King City, Oregon 97224-2693  
Phone: (503) 639-4082 • FAX (503) 639-3771

## TREE CUTTING APPLICATION

NAME OF APPLICANT: MARK DANE PLANNING.

ADDRESS: 14631 SW MILLIKAN WAY #6 BEAVERTON OR 97006

APPLICANT IS: Owner \_\_\_\_\_ Renter \_\_\_\_\_ Other PLANNER.

PROPERTY OWNER NAME: SUMMA LODGE HOMES

PROPERTY OWNER ADDRESS: 1925 NW AMBERGLEN PARKWAY #100 BEAVERTON OR 97006

ADDRESS OF TREE REMOVAL SITE: 16935 SW

TAX MAP 251 16AC TAX LOT TL 800

NUMBER OF TREES TO BE REMOVED: 20+/-

List the size, specie, location, and reason for each tree to be cut. An example of reasons would be dead, diseased, blocks solar access, construction, etc.

<u>Diameter</u>	<u>Specie</u>	<u>Location</u>	<u>Reason</u>
Tree 1.		<div>Attach site plan showing location of each tree to be cut.</div>	
Tree 2.			
Tree 3.			

Attach an additional list if more than three trees are to be cut. SEE ATTACHED

Method of cutting: CHAIN SAW

Please state or attach a plan of proposed landscaping or planting of new trees.

It shall be the responsibility of the undersigned to comply with King City Development Code, Chapter 16.128.

Tim Harst

Signature of Property Owner

[Signature]

Signature of Applicant (if different)

\*\*\*\*\*  
Application recieved by: \_\_\_\_\_ Date: \_\_\_\_\_

Fee: \_\_\_\_\_

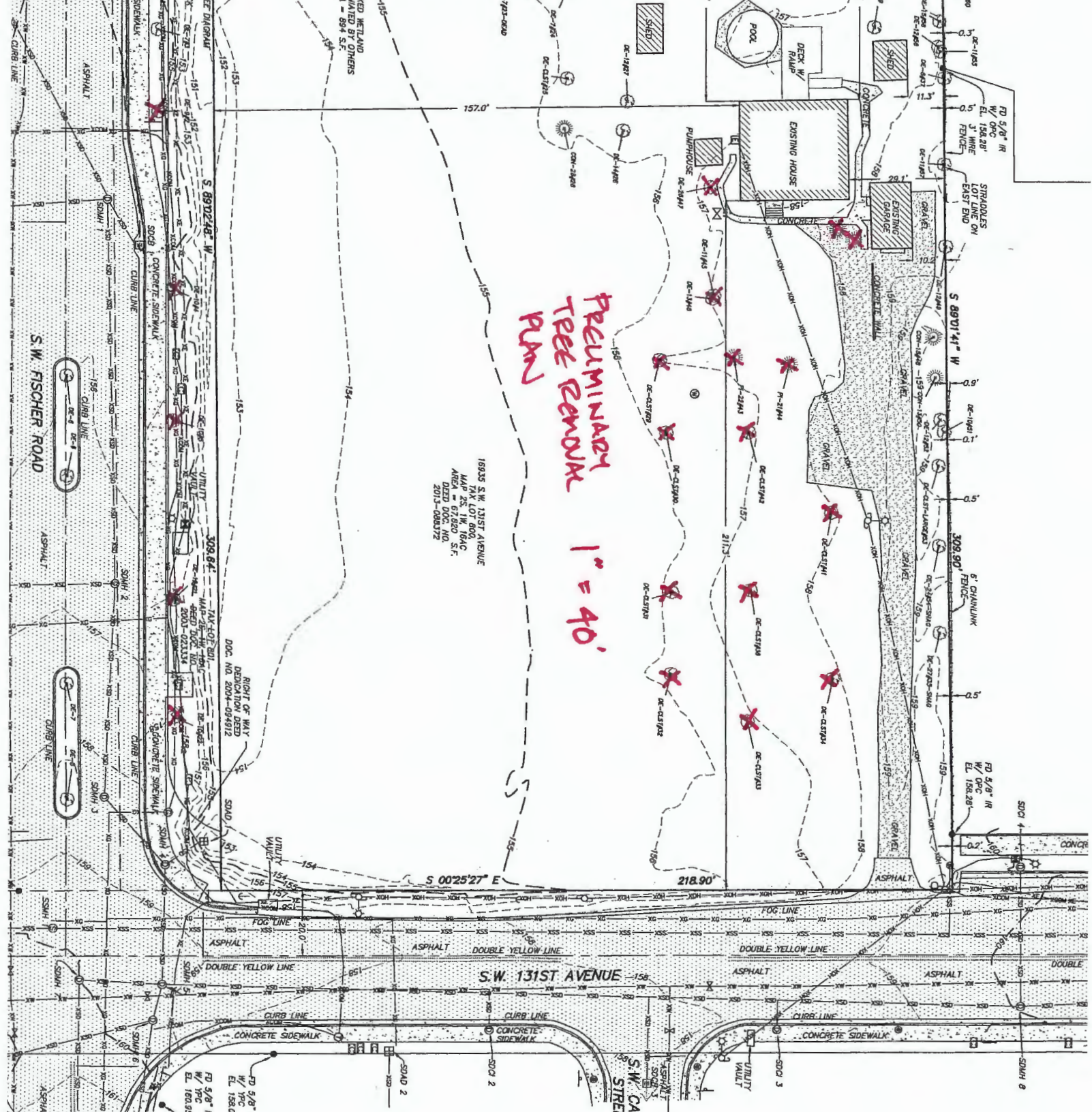
Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Conditions of approval: \_\_\_\_\_

\_\_\_\_\_

Approved by \_\_\_\_\_

Date \_\_\_\_\_



### 3) NARRATIVE FOR ZONE CHANGE, AND SUBDIVISION

# MARK DANE PLANNING INC.

14631 S.W. MILLIKAN WAY, SUITE 6, BEAVERTON OR 97003 / 503-332-7167 / markdaneplanning@gmail.com

## City of King City 6-1-18 / updated 10-1-18

City Manager : Michael Weston 530-639-4082

City Planner : Keith S. Liden, AICP (City Planning Consultant) 503-757-5501

The applicant is proposing the developing the parcel located at the NW corner of SW Fischer, and SW 131<sup>st</sup> Avenue with a mixed use project. Our intent is to develop the western and north edges of the property with three story town homes. The homes to west will back out on the to 50-ft riparian corridor. The homes along the north property line will be adjacent to the newly proposed apartments on the adjacent parcel to the north. The southeast corner of the property will be developed with a commercial element which will include 1-2 retail buildings, the appropriate off-street parking as well as a communal gathering space.

The applicant anticipates being required to construct half street improvements along the west right-of-way of SW 131<sup>st</sup>. It is anticipated that the proposal will require a Comprehensive Plan Map Amendment, and Zone Change. The application will also require a subdivision approval for the town homes, and a design review at least for the townhomes to be built. It is anticipated that at the very least the infrastructure, and parking, and pad improvements will be required for the commercial element of the property. The applicant would seek a commercial partner to bring in a specific building as the keystone element.

For our subdivision application on the plan are sixteen townhomes. Each to be on their own lot. They are currently proposed at 20-feet in width, and between 40-50 feet in depth. Given the anticipated restriction of a wetland buffer along the west property line, the construction of a public through street in a 49-ft right-of-way from SW Carmel Street through to SW 132<sup>nd</sup> Terrace. Lot 17. Is proposed as a commercial parcel with a plaza area (plaza parking also) accounting for the 20%, the applicant is requesting the private street tract be built with a private 26-foot street to allow for fire access, and parking on the south, and curbs – adjacent to the commercial development. With a curb-sidewalk along the west and north curb lines. And two-way egress out onto Fischer. The subdivision along with the appropriate zone change should allow for the modifications to the City standards necessary to construct a feasible development.

The applicant anticipates having to submit a sperate Design Review Document for the Commercial Portion of the project. Currently the property is zoned R-12 – Attached Residential, which requires residential densities between 9.6 and 12 units per acre. This zoning designation does not allow commercial use in any form. The city has only one zone that allows commercial uses (LC – Limited Commercial), but in the opinion of city staff, this zone includes uses that would be too intensive for this location. The property is however being updated with a Neighborhood Mixed Use Zone. To this end the applicant has included the comments responding to the new zone rather that the current R-12 zone. Though it should be noted the residential density permitted in both zones is no different.

The applicant and City Staff have discussed the potential of a mixed-use commercial and residential proposal This requires city adoption of: A Comprehensive Plan amendment to include a mixed-use commercial and residential designation that would be suitable within a residential neighborhood; A corresponding mixed-use zoning district that would allow a neighborhood-scale blend of commercial and residential uses; A zoning map amendment to apply the new mixed-use zone to the property.

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14631 S.W. MILLIKAN WAY, SUITE 6, BEAVERTON OR 97003 / 503-332-7167 / markdaneplanning@gmail.com

## Chapter 16.46 REQUIREMENT FOR COMMUNITY MEETINGS

### Sections:

- 16.46.010 Community meeting required.
- 16.46.020 Proof of meeting.
- 16.46.030 Purpose of meeting.
- 16.46.040 Notices.

### **16.46.010 Community meeting required.**

The following types of development applications inside the UGB shall be subject to a requirement for a community meeting:

- A. Major Partitions;
- B. Subdivisions and planned developments;
- C. Manufactured dwelling or mobile home parks; and
- D. Development review for commercial or industrial uses. (Ord. O-06-01 (part), 2006)

**Comment:** *The applicant is proposing a zone change, and subdivision and therefore is required to hold a community meeting. / Said Meeting was held on Monday January 8<sup>th</sup>, 2018*

### **16.46.020 Proof of meeting.**

The applicant shall be required to hold at least one community meeting prior to submitting an application for approval of one of the above uses. Applications for development shall not be complete until substantiation of the community meeting has been submitted to the city manager. Substantiation shall include:

- A. Copy of notice of community meeting posted;
- B. Copy of notice mailed to neighbors;
- C. Affidavit, signed by applicant that notice was mailed and posted as required. The affidavit shall be notarized;
- D. Copy of meeting minutes and notes taken to provide a record, including names and addresses of people attending and all issues raised. (Ord. O-06-01 (part), 2006)

**Comment:** *In the Exhibits attached to this application are: a copy of notice of community meeting posted; a copy of notice mailed to neighbors; an affidavit, signed by applicant that notice was mailed and posted as required. The affidavit has been notarized; and a copy of meeting minutes and notes taken to provide a record, including names and addresses of people attending and all issues raised.*

### **16.46.030 Purpose of meeting.**

The purpose of the community meeting is to provide an opportunity for neighbors to review a development proposal and identify issues that may be addressed in a manner consistent with the King City code and to address the issues prior to submission of the application. The community meeting shall occur within one hundred eighty days before submitting a land development application. (Ord. O-06-01 (part), 2006)

**Comment:** *The Community Meeting was held on January 8<sup>th</sup>. This application is being submitted on Friday, June 1<sup>st</sup>, 2018*

### **16.46.040 Notices.**

# MARK DANE PLANNING INC.

14631 S.W. MILLIKAN WAY, SUITE 6, BEAVERTON OR 97003 / 503-332-7167 / markdaneplanning@gmail.com

The applicant shall post a notice of the community meeting on the site of the proposed development not less than twenty days prior to the meeting. The notice shall state that the site may be subject to a proposed development (e.g., subdivision, variance, special use), shall indicate the date, time and location of a community meeting, and shall indicate the name of the applicant and telephone number where applicant or its representative may be reached for more information. In addition, the applicant shall mail written notice of the meeting to the city manager and to all neighbors within five hundred feet of the property that is proposed to be developed. The notice shall also provide tax lot number(s) of the proposed site, site address, acreage and land use designation and a brief description of the nature of the proposed development. (Ord. O-06-01 (part),

***Comment:*** A photograph of the posted sign is attached to the Exhibits. A copy of the letter mailed out, along with a list of neighbors to whom the letter was mailed to is also attached.

## Chapter 16.102

### NEIGHBORHOOD MIXED-USE ZONE (NMU)

#### 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;

***Comment:*** The applicant is proposing 16 single family attached townhomes which are permitted outright. Lot 17 is intended for commercial purposes. However the application for the commercial portion of the project will be made under a separate and later Design Review Application.

#### 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

# MARK DANE PLANNING INC.

14631 S.W. MILLIKAN WAY, SUITE 6, BEAVERTON OR 97003 / 503-332-7167 / markdaneplanning@gmail.com

- 3. Entertainment-oriented;
- C. Utilities;
- D. Public safety facilities; and
- E. Parks and open space.

*Comment: the applicant has determined that a part of lot 17 will be retained in a common open space format. That this space will be located at the southeast corner of the site adjacent to both SW 131<sup>st</sup> and SW Fischer.*

## 16.102.040 Dimensional and density requirements.

- A. The dimensional requirements in the NMU district are:

*Comment: The applicant has proposed 16 residential lots. All lots will bat least:*

- 1) 1500 SF in size
- 2) 20 feet in width
- 3) 75 feet in depth

*With*

- 4) At least 18-feet from the back of walk to the face of the garage
- 5) 10 feet to the closest front wall to the property line, and
- 6) 6-feet to any form of covered porch
- 7) A 0-ft interior sideyard setback, and adjacent tract
- 8) A rear yard of least 10-feet
- 9) With 20% of the lot area or 300 SF landscaped in every lot\*
- 10) And a maximum Height of 35-feet

*The site contains 67,820SF, thus a maximum density of 12 x 1.56 acres of 18.68 units. The applicant is proposing 16 residential units. Lot 17 will be for commercial purposes*

*\*There will be additional common open space provided on Lot 17 as part of the commercial development*

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## 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:

*Comment: For all the town homes the following standards will be met:*

- 1) *The main entrance will be within 8-feet of the longest front wall*
- 2) *Each front entry will have a 25-ft square porch at least 4-feet in depth*
- 3) *The first floor will have at least 20-SF of Glazing ( excluding the front or garage doors ) with a low sill of 4ft above ground*
- 4) *The garage doors will be 8-feet in width (40%) and setback 8-ft from the main façade.*
- 5) *There will be no more than 5 units attached in a single structure.*
- 6) *The rear yard will be at least 10 x 20 (200 SF)*

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

*Comment: the non-residential portion of the property will be submitted in a separate Design Review Application, upon approval of the subdivision, and the townhomes.*

*The remaining sections of this Zoning Code are applicable to commercial development and will be applied under the design review of Lot 17.*

## **Chapter 16.124, Landscaping and Beautification.**

Comment: This chapter includes landscaping requirements for new development. Section 16.124.050 and 16.124.060 require street trees and this will be applicable along the SW 131st Avenue and Fischer Road frontages and the new internal streets. Because the commercial portion of the project will be subject to site plan review, the landscaping standards relevant to this development type must also be satisfied.

## **Chapter 16.128, Tree Removal.**

Comment: This portion of the CDC generally prohibits tree removal ( $\geq 6"$  caliper) without a permit. Because trees are proposed to be removed, the applicant is submitting an arborist's report, which describes the trees that need to be removed along with the protection methods for those to be retained. The applicant understands that The arborist report may not be necessary if the only trees to be removed are old fruit trees or similar.

The applicant notes that tree removal within the wetland buffer area on the west side of the property will be subject to Clean Water Services requirements.

## **Chapter 16.132 PARKING AND LOADING**

- 16.132.030 Minimum off-street parking requirements.
- 16.132.040 Parking dimensional standards.
- 16.132.050 Parking design standards.
- 16.132.060 Minimum bicycle parking requirements.
- 16.132.070 Bicycle parking design standards.
- 16.132.080 Loading area standards.

# MARK DANE PLANNING INC.

14631 S.W. MILLIKAN WAY, SUITE 6, BEAVERTON OR 97003 / 503-332-7167 / markdaneplanning@gmail.com

16.132.030 Minimum off-street parking requirements.

16.132.040 Parking dimensional standards.

*Comment: The applicant is proposing all parking spaces in the commercial portion of the site on Lot 17, be 9 x 18, with a 24-ft aisle. There will be one handicapped space per 16.132.050.A.1. However the proposed review of this parking area will be accompanying the review of the buildings proposed for said Lot 17.*

16.132.050 Parking design standards.

- A. Parking for Handicapped. All parking lots in conjunction with government and public buildings, as defined by Chapter 31 of the uniform building code, are to include parking for the handicapped as set forth below. These spaces may be included to satisfy the total number of parking spaces required.
  - 1. One space for the first fifty spaces or fraction thereof; and one additional space for each additional fifty spaces or fraction thereof.
  - 2. Parking lot and parking spaces shall conform to the requirements of Chapter 31 of the uniform building code.
  - 3. Spaces shall be located nearest to the main pedestrian access point from the parking area to building or use serviced by the parking, and are to be designed so persons using wheelchairs or assisted walking are not compelled to pass behind parked vehicles.
  - 4. Parking for the handicapped shall be identified in accordance with the international symbol of accessibility for the handicapped.
- B. Lighting. Any lights provided to illuminate public or private parking areas or vehicle sales areas shall be arranged to reflect the light away from any neighboring residential district.
- C. Pavement. All parking spaces and access drives shall be paved to specifications approved by the city manager.
- D. Drainage.
  - 1. Off-street parking and loading areas shall be drained in accordance with specifications approved by the city manager to ensure that ponding of storm water does not occur.
  - 2. Except for single-family and two-family residences, off-street parking and loading facilities shall be drained to avoid flow of water across public sidewalks and streets.
- E. Wheel Stops.
  - 1. Parking spaces along the boundaries of a parking lot or adjacent to interior landscaped areas or sidewalks shall be provided with a wheel stop that is at least four inches high located three feet back from the front of the parking space.
  - 2. The front three feet of the parking stall may be concrete, asphalt or low lying landscape material that does not exceed the height of the wheel stop. This area cannot be calculated to meet landscaping or sidewalk requirements.
- F. Maintenance of Parking Areas. All parking lots shall be kept clean and in good repair at all times. Breaks in paved surfaces shall be repaired promptly and broken or splintered wheel stops shall be replaced so that their function will not be impaired. (Ord. 96-4 § 1 (part), 1996)

*Comment: The Commercial Parking lot associated with the design Review for Lot 17 will be submitted along with the commercial building plans, and will be subject to review at that time.*

16.132.060 Minimum bicycle parking requirements.

# MARK DANE PLANNING INC.

14631 S.W. MILLIKAN WAY, SUITE 6, BEAVERTON OR 97003 / 503-332-7167 / markdaneplanning@gmail.com

- \* All spaces shall be covered and fifty percent of the spaces shall be lockable enclosures.

## 16.132.070 Bicycle parking design standards.

### A. Parking Facility Design.

1. Bicycle parking facilities shall either be lockable enclosures in which the bicycle is stored, or secure stationary rack which support the frame so the bicycle cannot easily be pushed or fall to one side. Racks that require a user-supplied lock shall accommodate locking the frame and both wheels using either a cable or U-shaped lock.
2. Bicycle parking spaces shall be at least six feet long and two and one-half feet wide, and overhead clearance in covered spaces shall be a minimum of seven feet.
3. A five foot aisle for bicycle maneuvering shall be provided and maintained beside or between each row of bicycle parking.
4. Bicycle racks or lockers shall be securely anchored.
5. Required bicycle parking shall be located in a well lighted, secure location within fifty feet of an entrance to the building, but not farther from the entrance of the building than the closest standard or compact vehicle parking space.
6. Bicycle parking shall not obstruct walkways. A minimum five foot wide aisle shall remain clear.
7. If ten or more bicycle spaces are required for commercial development, then at least fifty percent of the bicycle spaces must be covered. A lockable enclosure shall be considered as a covered parking space.
8. All of the required bicycle parking for residential uses shall be covered. This may include space provided in a carport or garage.

*Comment: All long-term bicycle parking associated with the townhome units will be internal to the garages. Short term spaces can be included at a street corner if required by staff. However, the commercial bicycle spaces will be handled as part of the Design Review of Lot 17.*

### B. Locational Standards for Bicycle Parking.

1. All required bicycle parking shall be located on the site within fifty feet of main building entrances and not farther from the entrance than the closest standard or compact motor vehicle parking space. Bicycle parking shall have direct access to both the public right-of-way and to the main entrance of the principal use.
2. For buildings or development with multiple entrances, required short term bicycle parking shall be distributed proportionally at the various public entrances. Required long-term public parking shall also be distributed at the various public entrances, while employee parking shall be located at the employee entrance, if appropriate.
3. Bicycle parking may be located in the public right-of-way with the approval of the city manager. 4. Bicycle parking may be provided within a building, but the location must be easily accessible for bicyclists. (Ord. 96-4 § 1 (part), 1996)

*Comment: The Commercial Bicycle Standards are applicable to the Design Review of Lot 17, and will be reviewed at the time of submittal for the Commercial buildings*

## 16.132.080 Loading area standards.

### A. Off-Street Loading Dimensions.

1. The design, entrances, exits, and location of each loading berth or area shall be approved by the city manager.

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2. Each loading space shall have sufficient area for turning and maneuvering of vehicles on the site, and at a minimum, the maneuvering length shall not be less than twice the overall length of the longest vehicle using the loading space.
3. Landscaping for off-street loading facilities is required and shall comply with Chapter 16.124.

B. Loading/Unloading Driveways Required OnSite. A driveway designed for continuous forward flow of passenger vehicles for the purpose of loading and unloading passengers shall be located on the site of any school, community center or other meeting place which is designed to accommodate more than twenty-five people at one time.

C. Off-Street Loading Spaces. Buildings or structures to be built or altered which receive and distribute material or merchandise by truck shall provide and maintain off-street loading and maneuvering space as follows:

1. Every commercial use having floor area of ten thousand square feet or more, shall have at least one off-street loading space on the site;
2. One additional off-street loading space shall be provided for each additional twenty thousand square feet or fraction thereof; and
3. Loading spaces and areas shall be located in a manner that does not conflict with customer and pedestrian traffic on the site. (Ord. 96-4 § 1 (part), 1996)

*Comment: The Commercial loading Area standards are applicable to the Design Review of Lot 17, and will be reviewed at the time of submittal for the Commercial buildings*

## Chapter 16.136

### CIRCULATION AND ACCESS

#### Sections:

16.136.010	Purpose.
16.136.020	General provisions.
16.136.030	Access standards—Residential.
16.136.040	Access standards—Nonresidential.
16.136.050	Design standards.
16.136.060	Reservoir areas required for drive-in use.
16.136.070	Access restrictions.
16.136.080	Surfacing requirements.

#### 16.136.030 Access standards—Residential.

- A. Vehicular access and egress for single-family, duplex, or attached single-family dwelling units on individual lots shall not be less than the following:
- B. Vehicular access and egress for multiple-family residential uses shall not be less than the following: A public street right-of-way and improvement shall be required when more than six separate lots are served by a street or access drive.
- C. Private residential access drives shall be provided and maintained in accordance with the applicable provisions of the uniform fire code.
- D. Access drives in excess of one hundred fifty feet in length shall be provided with approved provisions for the turning around of fire apparatus by one of the following:

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1. A level, circular, paved surface having a minimum turn radius measured from center point to outside edge of forty-five feet.
2. A level, hammerhead-configured, paved surface with each leg of the hammerhead having a minimum depth of forty feet and a minimum width of twenty feet. (Ord. 96-4 § 1 (part), 1996)

*Comment: The applicant is proposing the development of a 28-ft tract with a 26-foot pavement, to allow 20-feet of fire access, and 6-feet for on street parking. The property line pins will be located behind the curb, in the sidewalk. The tract will be constructed to a public street structural section, and will be overlaid with a Public right-of-way easement across the entire Tract. This tract will also serve lot 17, which is proposed as a non-residential tract under 16.136.040*

## 16.136.050 Design standards.

### A. Access Drives.

Access drives from the street to off-street parking or loading areas shall be designed and constructed to facilitate the flow of traffic and provide maximum safety for pedestrian and vehicular traffic on the site. Parking spaces on major access driveways shall be designed to reduce or eliminate backing movements and other conflicts with the driveway traffic. In order to slow traffic speeds on access drives, speed bumps, speed limit signs and similar techniques may be required by the approval authority to enhance safety for pedestrians, bicyclists and motorists on the site. In order to improve traffic flow, the approval authority may require directional signs on the site to guide pedestrians, bicyclists or motorists.

*Comment: Lot 17 shall be developed with a parking lot. Said lot will have a 24-drive aisle, and each parking space will be 9-ft wide by 18-ft deep. Access to the parking lot will come internally from the private Street Tract 'B'.*

### B. One-Way Vehicular Access.

*Comment: For purposes of fire safety, and for better circulation the applicant is requesting full access, and two way movement out to both SW 131<sup>st</sup> Avenue, and to SW Fischer. This will require the removal of an existing landscape Island in Fischer Road.*

### C. On-Site Bicycle and Pedestrian Circulation.

1. Walkways and driveways shall provide a direct connection to existing and planned walkways and driveways on adjacent developments. Sidewalks and walkways must connect the pedestrian circulation system to other areas of the site such as buildings, vehicle and bicycle parking, children's play areas, required outdoor areas and any pedestrian amenities, such as open space, plazas resting areas and viewpoints. The pedestrian system must connect the site to adjacent streets and nearby transit stops. Walkways shall be located so that pedestrians have a short distance to walk between a transit stop or public sidewalk and building entrances. Pedestrian and bicycle connections shall be direct and circuitous routes shall be avoided. Where pedestrian or bicycle routes cross driveways, parking area or loading areas, the connection must be clearly identifiable through the use of striping, elevation changes, speed bumps, a different paving material or other similar method. Where pedestrian or bicycle routes are parallel and adjacent to an auto travel lane, the connection must be safely separated from the auto travel lane through the use of raised path, a raised curb, bollards, landscaping or other physical barrier. (Ord. 96-4 § 1 (part), 1996)

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*Comment: The applicant is proposing the construction of sidewalks both along the perimeter of the property on 131<sup>st</sup>, and Fischer, and also internally to the side on both sides of Tract 'B'. This will ensure complete and continuous pedestrian, and bicycle circulation.*

## Article V. Development Review

### **Chapter 16.144, Vision Clearance.**

A 15-foot vision triangle is required on both sides of driveways. A 35-foot vision triangle is required for street intersections. It appears this standard can be satisfied. In addition, Washington County street standards will apply for the SW 131st Avenue intersection.

*Comment: All VCTs will be shown on the final Construction Documents of this development.*

### **Chapter 16.146, Residential Density Calculation.**

This chapter describes how density is calculated, and it would potentially continue to apply to residential development in the new mixed-use zone.

*Comment: The residential density Calculation has been included in narrative addressing the newly adopted Zone for this application*

### **Chapter 16.148, Signs.**

*Comment: The applicant proposes that signs be reviewed as part of a subdivision/site plan review application or as a separate permit application. Section 16.148.030 applies to commercial uses, and Section 16.148.050 applies to signs for residential development.*

### **Chapter 16.150, Planned Development.**

*Comment: After initial discussion its was determined that the applicant would not submit this application through the Planned Development process*

## Chapter 16.152 SITE PLAN REVIEW

### Sections:

- 16.152.040 Submittal requirements.
- 16.152.050 Site conditions.
- 16.152.060 Site plan.
- 16.152.070 Grading plan.
- 16.152.080 Architectural drawings.
- 16.152.090 Landscape plans.
- 16.152.100 Sign plan.
- 16.152.110 Approval standards.
- 16.152.120 Exceptions to provisions.
- 16.152.130 Agreement and security.
- 16.152.140 Maintenance.

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## 16.152.040 Submittal requirements.

- A. In addition to the application form and information required in Section 16.44.030, the applicant shall submit each of the following:
1. A site plan, with the number of copies to be determined at the preapplication conference, and necessary data or narrative which explains how the development conforms to the standards, and:
    - a. The site plans and required drawings shall be drawn on sheets preferably not exceeding eighteen inches by twenty-four inches;
    - b. The scale for site plan shall be an engineering scale; and
    - c. All drawings of structure elevations or floor plans shall be a standard architectural scale, being one-fourth inch or one-eighth inch.
  2. The site plan, data and narrative shall include the following:
    - a. An existing site conditions analysis as described in Section 16.152.050;
    - b. A site plan, as detailed in Section 16.152.060;
    - c. A grading plan as detailed in Section 16.152.070;
    - d. Architectural elevations of all structures as detailed in Section 16.152.080;
    - e. A landscape plan as detailed in Section 16.152.090;
    - f. A sign plan as detailed in Section 16.152.100; and
    - g. A copy of all existing and proposed restrictions or covenants.

*Comment: All plans submitted for Preliminary approval will be 18 x 24, with an engineered scale, and shall include those elements necessary to obtain preliminary approval for this project*

## 16.152.050 Site conditions.

The site analysis drawings shall include:

- A. A vicinity map showing streets and access points, pedestrian and bicycle pathways, transit stops and utility locations;
- B. The site size and its dimensions;
- C. Contour lines at two-foot contour intervals for grades zero to ten percent and five-foot intervals for grades over ten percent;
- D. The location of drainage patterns and drainage courses;
- E. The location of natural hazard areas including:
  1. The one hundred-year floodplain;
  2. Slopes in excess of twenty-five percent;
  3. Unstable ground (areas subject to slumping, earth slides or movement);
  4. Areas having a high seasonal water table within zero to twenty-four inches of the surface for two weeks or more of the year;
  5. Areas having a severe soil erosion potential;
  6. Areas having severe weak foundation soils;
- F. The location of resource areas including those shown on the comprehensive plan inventory data:
  1. Wildlife habitats; and

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- 2. Wetlands;
- G. The location of resource areas including those shown on the comprehensive plan inventory data:
  - 1. Rock outcroppings;
  - 2. Trees with six inches diameter or greater measured four feet from ground level;
  - 3. Streams and drainageways;
  - and
- H. The location of existing structures on the site and proposed use of those structures; and I. The locations and types of noise sources on the site or on adjoining property such as traffic ways, mechanical equipment or noise producing land uses if requested by the city manager. See Section 8.04.130 for noise provisions. (Ord. 96-4 § 1 (part), 1996)

*Comment: The applicant has submitted an Existing Conditions Plan that identifies all items required under this section.*

## 16.152.060 Site plan.

The proposed site plan shall be at the same scale as the site analysis and shall include the following information:

- A. The proposed site and surrounding properties;
- B. Contour line intervals as required by Section 16.152.050(C);
- C. The location, dimensions and names of all:
  - 1. Existing and platted streets and other public ways and easements on the site and on adjoining properties, and
  - 2. Proposed streets or other public ways and easements on the site;
- D. The location and dimensions of:
  - 1. Entrances and exits on the site,
  - 2. Parking and circulation areas,
  - 3. Loading and service areas,
  - 4. Pedestrian and bicycle circulation,
  - 5. Outdoor common areas, and
  - 6. Above ground utilities;
- E. The location, dimensions and setback distances of all:
  - 1. Existing structures, improvements and utilities on the site or which are located on adjacent property within twenty-five feet of the site and are permanent in nature, and
  - 2. Proposed structures, improvements and utilities on the site;
- F. The location of all areas to be landscaped;
- G. The location and type of outdoor lighting, considering crime prevention techniques;
- H. The location of mailboxes;
- I. The location of proposed utility lines;
- J. The location of all structures and their orientation; and
- K. The size and location of mixed solid waste and recyclables storage areas. (Ord. 96-4 § 1 (part), 1996)

*Comment The proposed Preliminary Site plan calls out the building locations, the locations of the proposed streets sidewalks, street trees et al. Final Construction Plans including all finalized private Utility plans like those of PGE, and Comcast, and the Gas company will be submitted as part of the Permit set for this application.*

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## 16.152.070 Grading plan.

The site plan shall include a grading plan at the same scale as the site analysis drawings and shall contain the following information:

- A. Requirements in Sections 16.152.050 and 16.152.060;
- B. The location and extent to which grading will take place indicating general contour lines, slope ratios and slope stabilization proposals;
- C. A statement from a registered engineer supported by factual data substantiating:
  - 1. The validity of the slope stabilization proposals;
  - 2. That any increase in intensity of the runoff caused by development must be facilitated on the site and the intensity of runoff leaving the site in its developed state shall not exceed that in its undeveloped state. The statement shall include as a minimum a storm frequency of occurrence of ten years or greater, depending upon evaluation of potential for damage when a storm of higher frequency occurs;
  - 3. When on-site detention of an increased volume of water caused by development is not feasible or acceptable, a plan which identifies and which mitigates any off-site adverse effects resulting from increased runoff shall be prepared by a registered civil engineer; and
  - 4. Compliance with clean water services requirements for erosion control during construction.

*Comment: This application includes a preliminary Grading and Erosion Control Plan, that also includes the proposed Public Utilities – water, sanitary, and storm. The applicant will be utilizing the adjacent water quality facility that was constructed as part of the apartment complex and is and a public facility. The applicant has included storm drainage calcs confirming the facilities ability to handle the additional capacity.*

## 16.152.080 Architectural drawings.

The application shall include:

- A. Floor plans indicating the square footage of all structures proposed for use on-site; and
- B. Typical elevation and section drawings of each structure. (Ord. 96-4 § 1 (part), 1996)

*Comment: No architectural drawings are required for the submittal, and planning approval of townhomes that comply with the underlying zoning standards of the current zone. Upon the submittal of the commercial portion of the project on Lot 17 the applicant will submit detailed drawings for design review. For the Final Construction approval of both elements final plan sets will be submitted for internal Review.*

## 16.152.090 Landscape plans.

A. The landscape plan shall be drawn at the same scale as the site analysis plan, or a larger scale if necessary, and shall indicate:

- 1. Location of underground irrigation system sprinkler heads where applicable;
- 2. Location and height of fences, buffers and screening;
- 3. Location of terraces, decks, shelters, play areas and common open spaces; and
- 4. Location, type, size and species of existing and proposed plant materials.

B. The landscape plan shall include a narrative which addresses:

- 1. Soil conditions;

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2. Erosion control measures that will be used; and
3. A plan for soil treatment such as stockpiling the top soil. (Ord. 96-4 § 1 (part), 1996)

## 16.152.100 Sign plan.

- A. Sign drawings shall be submitted in accordance with Chapter 16.148 of this title.
- B. Freestanding signs shall be described at the time of site plan review by identifying:
  1. Location of any freestanding signs shown on the site plan; and
  2. A drawing to scale submitted to the city manager showing the dimensions, height, color, material and means of illumination of the sign. (Ord. 96-4 § 1 (part), 1996)

## 16.152.110 Approval standards.

The planning commission shall approve, approve with conditions or deny an application based on findings of fact with respect to the approval standards of this section.

- A. Provisions of the following parts of this title:
  1. Accessory uses and structures—Chapter 16.176;
  2. Additional yard and setback requirements—Section 16.80.060;
  3. Base zone requirements—Chapters 16.80 through 16.112;
  4. Building height exceptions—Section 16.80.070;
  5. Circulation and access—Chapter 16.136;
  6. Landscaping and screening—Chapter 16.124;
  7. Parking and loading—Chapter 16.132;
  8. Public facility and service requirements— Chapter 16.196;
  9. Flood plain and drainage hazard areas—Chapter 16.140;
  10. Signs—Chapter 16.148;
  11. Solar balance point standards—Chapter 16.116;
  12. Tree removal—Chapter 16.128;
  13. Vision clearance—Chapter 16.144; and
  14. 14. Neighborhood circulation—Chapter 16.212.

## B. Relationship of the Natural and Physical Environment.

1. Buildings shall be:
  - a. Located to preserve existing trees, topography and natural drainage to the degree possible;
  - b. Located in areas not subject to ground slumping or sliding;
  - c. Located to provide adequate distance between adjoining buildings on-site and off-site to provide for adequate light, air circulation and fire fighting; and
  - d. Oriented with consideration for sun and wind.
2. Trees having a six-inch diameter or greater diameter, four feet from the base, shall be preserved or replaced by new plantings of equal character.

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*Comment: Those trees to be removed by the proposed subdivision will be mitigated both with street trees, and the plantings in the proposed Riparian Buffer. The specific tree count is to be determined through the Construction Documents*

## C. Exterior Elevations.

1. Along the vertical face of single-family attached and multi-family structures, offsets shall occur at a minimum of every thirty feet by providing any two of the following:

- a. Recesses (decks, patios, entrances, floor area, etc.), of minimum depth of eight feet,
- b. Extensions (decks, patios, entrances, floor area, etc.), of minimum depth of eight feet, a maximum length of an overhang shall be twenty-five feet, or
- c. Offsets or breaks in roof elevations of three or more feet in height.

*Comment: The proposed entrances of all the homes will be setback 8-feet from the main façade of the buildings, 2<sup>nd</sup> and 3<sup>rd</sup> floors*

## D. Buffering, Screening and Compatibility between Adjoining Uses.

1. Buffering shall be provided between different types of land uses (for example, between singlefamily and multi-family residential, and residential and commercial), and the following factors shall be considered the adequacy of the type and extent of the buffer (see Chapters 16.180 and 16.124 for specific provisions);

- a. The purpose of the buffer, for example to decrease noise levels, absorb air pollution, filter dust, to provide a visual barrier,
- b. The size of the buffer required to achieve purpose in terms of width and height,
- c. The directions from which buffering is needed,
- d. The required density of the buffering, and
- e. Whether the viewer is stationary or mobile.

*Comment. The south property line runs along the north right-of-way of SW Fischer Road. Th East property line is the west right-of-way of SW 131<sup>st</sup> Avenue. The west boundary is a drainageway, with a50-ft vegetated buffer between the rear yards of the adjacent homes and the boundary. West of the property is a further wooded buffer to the single-family homes. There are multifamily homes to the north. However, the mass, height, and general bulk of the apartments is not dissimilar to the proposed townhome buildings. While one is multi-family and the other single family. No additional buffer should be required nor sought.*

2. On-site screening from view from adjoining properties of such things as service areas, storage areas, parking lots and mechanical devices on rooftops (e.g., air cooling and heating systems) shall be provided and the following factors will be considered in determining the adequacy of the type and extent of the screening (see Chapters 16.180 and 16.124 for specific fence and screening provisions):

- a. What needs to be screened,
- b. The direction from which it is needed,
- c. How dense the screen needs to be,
- d. Whether the viewer is stationary or mobile, and
- e. Whether the screening needs to be year round.

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*Comment: All mechanical advices for the townhomes will be internal. When the mechanism for the commercial portion of the site are reviewed, the applicant will ensure compliance with this standard. No additional screening is required for the townhomes and their adjacent uses of multifamily development to the north, and single family detached homes to the west of the site.*

## E. Privacy and Noise.

1. Structures which include residential dwelling units shall provide private outdoor areas, that are screened from adjoining units;
2. Structures shall be oriented in a manner which protects private spaces on adjoining properties from view and noise;
3. Residential units shall be located on the portion of the site having the lowest noise levels;
4. On-site uses which create noise, lights, or glare shall be buffered from adjoining residential uses (see subsection (D)(2) of this section for specific provisions); and
5. All uses and structures shall comply with the provisions of Title 8 of this code.

*Comment: Each of the proposed homes will be constructed to meet current fire life, and safety rules. These include the minimization of noise between common wall buildings. The homes will be located along the north, and west property lines adjacent to the drainageway to the west, and the apartment site to the north away from SW 131<sup>st</sup> and Fischer Road*

## F. Private Outdoor Areas—Residential Uses.

1. In addition to the requirements of subsection (D)(2) of this section, each ground level residential living unit shall have an outdoor private area (patio, terrace, porch), and shall be at least forty-eight square feet in size with a minimum width dimension of four feet and: Balconies used for entrances or exits shall not be considered as open space except where such exits or entrances are for the sole use of the unit;
2. Wherever possible, private outdoor open spaces should be oriented toward the sun; and
3. Private outdoor spaces shall be screened or designed to provide privacy for the users of the space.

## G. Shared Outdoor Recreation Areas—Residential Uses.

1. In addition to the requirements of subsections (E) and (F) of this section, usable outdoor recreation space shall be provided in residential development for the shared or common use of all residents in the following amounts:
  - a. Studio size up to and including two-bedroom units, two hundred square feet per unit,
  - b. Three or more bedroom units, three hundred square feet per unit, and
  - c. For manufactured/mobile home parks, two hundred fifty square feet per dwelling with each shared outdoor recreation area having a minimum size of two thousand five hundred square feet.

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2. The required recreation space may be provided using one or more of the following options:
  - a. It may be all outdoor space,
  - b. It may be part outdoor space and part indoor space, for example, an outdoor tennis court and indoor recreation room,
  - c. It may be all public or common space,
  - d. It may be part common space and part private, for example, it could be an outdoor tennis court, indoor recreation room and balconies on each unit, or
  - e. Where balconies are added to units, the balconies shall not be less than forty-eight square feet.
3. Shared outdoor recreation space shall be readily observable for reasons of crime prevention and safety;
4. Parks shall be conveniently located so as to provide direct public access and availability from a public street;
5. Parks shall be bordered by at least one public street for a sufficient distance to encourage public use and provide visual access.

H. Where landform alteration and/or development are allowed within and adjacent to the one hundred-year floodplain, the city shall require the preservation of open space within the one hundred-year floodplain as provided in Chapter 16.140.

## I. Demarcation of Public, Semipublic and Private Spaces—Crime Prevention.

1. The structures and site improvements shall be designed so that public areas such as streets or public gathering places, semipublic areas and private outdoor areas are clearly defined in order to establish persons having a right to be in the space, in order to provide for crime prevention and to establish maintenance responsibility; and
2. These areas may be defined by:
  - a. A deck, patio, low wall, hedge or draping vine,
  - b. A trellis or arbor,
  - c. A change in the texture of the path material,
  - d. Signs, or
  - e. Landscaping;

*Comment: Each home will have a private rear yard. The front yard will be semi-public, and it is proposed that lot 17 will have a public gathering area. However, the parking, open space, and gathering area will be determined through the Design review process to follow this application.*

## J. Crime Prevention and Safety.

1. Windows shall be located so that areas vulnerable to crime can be surveyed by the occupants;
2. Interior laundry and service areas shall be located in a way that they can be observed by others;
3. Mail boxes shall be located in lighted areas having vehicular or pedestrian traffic;
4. The exterior lighting levels shall be selected and the angles shall be oriented towards areas vulnerable to crime; and
5. Light fixtures shall be provided in areas having heavy pedestrian or vehicular traffic and in potentially dangerous areas such as parking lots, stairs, ramps and abrupt grade changes. Fixtures shall be placed at a height so that light patterns overlap at a height of seven feet which is sufficient to illuminate a person.

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*Comment: All of the 16 units will have windows facing out onto the internal private street. However each laundry area in each unit will NOT be able to be observed by others. There will be a mail box located where determined by the Postal Service. This will probably be centrally located at the internal intersection of the proposed private Street. The applicant will work with PGE to determine the correct lighting and lumens levels throughout the site.*

## K. Parking and Circulation.

In addition to the provisions of this title, the following shall apply to all uses:

1. The parking area shall have less than a five percent grade, and shall be free of areas which pond water;
2. Pedestrian walkways shall be provided in parking areas having fifteen or more spaces;
3. The parking and circulation patterns shall be clear to minimize traffic hazards and congestion and to facilitate emergency vehicles; and
4. If any parking is provided for the public or visitors, or both, the needs of the handicapped shall be considered and accommodated.

*Comment: All parking on each of the lots will have a grade of less than 5%, and be provided with the applicable level of handicapped parking, and landscaping around the perimeter of the property.*

## L. Landscaping.

1. All landscaping shall be designed in accordance with the requirements set forth in this title Article IV, Chapter 16.124.
2. Residential Uses. In addition to the open space and recreation area requirements of subsections 16.152.110 (E) and (F) of this section, a minimum of twenty-five percent of the gross area including parking, loading and service areas shall be landscaped.
3. Non-residential Uses. A minimum of fifteen percent of the gross site area shall be landscaped with landscaping located within parking areas.
4. Parking, Loading or Service Areas.
  - a. A parking, loading or service area which abuts a street shall be set back from the right-of-way line by a landscaped strip at least five feet in width and the landscaped area shall comply with the provisions of Chapter 16.124.
  - b. A parking, loading or service area which abuts a property line shall be separated from the property line by a landscaped area that complies with the provisions of Chapter 16.124.

*Comment: the applicant has proposed that Tract 'A' the riparian corridor be included into the overall landscaping calculations. Each Lot will have a 10 x 20 ft or 200 SF Rear yard of 13.3% of the lot area. A further 80 SF shall be landscaping in the front yard. The specific landscaping requirements of lot 17 will be provided at the time of the Design Review Submittal for the commercial portion of the development*

M. **Drainage.** All drainage plans shall be designed in accordance with criteria within the city's public facilities plan.

N. **Manufactured/Mobile Home Park Standards.**

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*Comment: The mobile homes are proposed.*

## O. Mixed Solid Waste and Recyclable Storage.

### 1. Applicability.

The mixed solid waste and source separated recyclables storage standards in this subsection shall apply to new multi-family residential buildings containing five or more units and nonresidential construction that are subject to site plan or conditional use review.

### 3. Specific Requirements.

- a. Multi-unit residential buildings containing five to ten units shall provide a minimum storage area of fifty square feet. Buildings containing more than ten residential units shall provide an additional five square feet per unit for each unit above ten.
- b. Non-residential buildings shall provide a minimum storage area of ten square feet, plus.
- c. Office: four square feet/one thousand square feet of gross floor area (GFA);
- d. Retail: ten square feet/one thousand square feet of GFA;
- e. Educational and Institutional: four square feet/one thousand square feet of GFA;
- f. Other: four square feet/one thousand square feet of GFA.

*Comment: Each of the trash, and recycling resources for each lot will be stored within the garage space of each individual unit for the residential portion of the property. These will be wheeled out to the curb on Trash collection day each week. The Trash / recycling area for the commercial portion of the property will be discussed as part of the Design review Application for Lot 17.*

### 4. Location, Design and Access Standards for Storage Areas.

The following location, design and access standards for storage areas shall be satisfied.

#### a. Location Standards.

- i. To encourage its use, the storage area for source separated recyclables shall be located with the storage area for residual mixed solid waste.
- ii. Indoor and outdoor storage areas shall comply with uniform building and fire code requirements.
- iii. Storage area space requirements can be satisfied with a single location or multiple locations, and can combine both interior and exterior locations. iv. Exterior storage areas can be located within interior side yard or rear yard areas. Exterior storage areas shall not be located within a required front yard setback or in a yard adjacent to a public or private street.
- v. Exterior storage areas shall be located in central and visible locations on a site to enhance security for users.
- vi. Exterior storage areas can be located in a parking area, if the proposed use provides at least the minimum number of parking spaces required for the use after deducting the area used for storage and access. Storage areas shall be appropriately screened according to the provisions in subsection (O)(4)(b) of this section.

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- vii. The storage area shall be accessible for collection vehicles and located so that the storage area must not obstruct pedestrian or vehicle traffic movement on the site or on public streets adjacent to the site.

## b. Design Standards.

- i. The dimensions of the storage area shall accommodate containers consistent with current methods of local collection.
- ii. Storage containers shall meet Uniform Fire code standards and be made and covered with waterproof materials or situated in a covered area.
- iii. Exterior storage areas shall be enclosed by a sight obscuring fence, wall or hedge at least six feet in height. Gate openings which allow access to users and haulers shall be provided. Gate openings for haulers shall be capable of being secured in a closed and open position.
- iv. Storage area(s) and containers shall be clearly labeled to indicate the type of materials accepted.

## c. Access Standards.

- i. Access to storage areas can be limited for security reasons. However, the storage area shall be accessible to users at convenient times of the day, and to collection service personnel on the day and approximate time they are scheduled to provide collection service.
- ii. Storage areas shall be designed to be easily accessible to collection trucks and equipment, considering paving, grade and vehicle access. A minimum of ten feet horizontal clearance and eight feet of vertical clearance is required if the storage area is covered.
- iii. Storage areas shall be accessible to collection vehicles without requiring backing out of a driveway onto a public street. If only a single access point is available to the storage area, adequate turning radius shall be provided to allow collection vehicles to safely exit the site in a forward motion

### 16.152.120 Exceptions to provisions.

The planning commission may grant an exception to the dimensional building setback or yard requirements of the applicable zone based on findings that the approval will result in the following:

- A. A reduction of a required setback which is not greater than fifteen percent;
- B. Promotion of a more efficient use of the site; and
- C. Preservation of unique site conditions or features such as wetlands, flood plains, steep slopes or mature trees.

*Comment: the applicant is working with a property whose west property line is delineated with a wetland and a 50-ft riparian habitat. However as of the date of this narrative no additional variances to the standards appear to be required.*

### 16.152.130 Agreement and security.

The developer and property owner shall, as a condition of approval, execute a development agreement for any public improvements required by site plan review. The agreement shall be on a form approved by the city attorney. The property owner may be required to file with the city a performance bond or other security as approved by the city attorney to assure full performance of the required improvements. The bond shall be for the estimated cost of the

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improvements plus ten percent. The bond shall remain in effect until the public improvements are accepted by the city. Landscaping shall be installed prior to issuance of an occupancy permit unless the city manager determines that a delay in planting is justified to promote the maintenance of the landscaping. In this case, security equal to the cost of landscaping, as determined by the city manager, must be filed with the city assuring installation of landscaping within six months after occupancy. (Ord. 96-4 § 1 (part), 1996)

## **16.152.140 Maintenance.**

All on-site improvements shall be the ongoing responsibility of the property owner or occupant. Should landscaping materials die after installation, it shall be the ongoing responsibility of the property owner to provide replacement plantings to maintain the intent of the approved landscape plan. All other facilities, including parking areas, walks, signage and other improvements shall be maintained in good serviceable quality so that the quality appearance of the site is maintained at all times. (Ord. 96-4 § 1 (part), 1996)

## **Chapter 16.180, Fences and Walls.**

This chapter provides the wall and fence standards and method for measurement.

**Comment:** *The applicant is proposing that the rear yards, and side yards between all lots be fenced with a six foot cedar good neighbor fence.*

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## Article VI. Land Division

### Chapter 16.196 SUBDIVISION

#### Applicable Sections:

- 16.196.020 General provisions.
- 16.196.040 Phased development.
- 16.196.050 Submittal requirements— Preliminary plat.

- 16.196.020 General provisions.

- A. An application for a subdivision shall be processed through a two-step process: the preliminary plat and the final plat.
  - 1. The preliminary plat shall be approved by the planning commission before the final plat can be submitted for approval consideration; and
  - 2. The final plat shall reflect all conditions of approval of the preliminary plat.
- B. All subdivision proposals shall be in conformity with all state regulations set forth in ORS Chapter 92, Subdivisions and Partitions.
- C. When subdividing tracts into large lots, the planning commission shall require that the lots be of such size and shape as to facilitate future redivision in accordance with the requirements of the zoning district and this title.
- D. All subdivision proposals shall be consistent with the need to minimize flood damage.
- E. Where land form alteration and/or development are allowed within and adjacent to the one hundred-year floodplain outside the zero-foot rise floodway, the planning commission shall require the designation of open land area as provided in Chapter 16.140. This area shall include portions at a suitable elevation for the construction of a pedestrian walkway within the floodplain to connect to the city's trail system.
- F. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
- G. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage; and
- H. Where base flood elevation has not been provided or is not available from another authoritative source, it shall be generated for subdivision proposals and other proposed developments which contain at least fifty lots or five acres (whichever is less).

**Comment:** *the applicant has proposed a subdivision of the property that remains a 50-ft buffer from the edge of the delineated wetland. All development and grading will remain outside of the Drainage Hazard area, and no work will occur within the wetland or drainage way*

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## **16.196.040 Phased development.**

- A. The planning commission may approve a time schedule for developing a subdivision in phases, but in no case shall the actual construction time period for any phase be greater than two years without reapplying for a preliminary plat.
- B. The following criteria for approving a phased site development review proposal shall be:
  1. The public facilities shall be scheduled to be constructed in conjunction with or prior to each phase to ensure provision of public facilities prior to building occupancy;
  2. The development and occupancy of any phase shall not be dependent on the use of temporary public facilities. (For purposes of this subsection, a temporary public facility is an interim facility not constructed to the applicable city or district standard); and
  3. The phased development shall not result in requiring the city or other property owners to construct public facilities that were required as a part of the approval of the preliminary plat.
- C. The application for phased development approval shall be heard concurrently with the preliminary plat application and the decision may be appealed in the same manner as the preliminary plat.

**Comment:** *The applicant is proposing to subdivide the property to develop the 16 townhomes on lots 1-16. Lot 17 which consist of a commercial development may well be phased in at a later date. However, the public infrastructure, as well as the service laterals to accommodate this parcel will be developed along with the Phase 1 plat.*

## **16.196.050 Submittal requirements— Preliminary plat.**

- A. In addition to the forms and information required in Section 16.44.030, the following information shall be submitted:
  1. The preliminary plat map and required data or narrative (number to be determined at the preapplication conference);
  2. The preliminary plat map and data or narrative shall include the following:
    - a. The name and address and telephone number of the following:
      - i. The owner(s) of the subject parcel,
      - ii. The owner (s)' authorized agent, and
      - iii. The land surveyor and engineer;
  3. Sheet size for the preliminary plat shall preferably not exceed eighteen inches by twenty-four inches;
  4. The scale shall be an engineering scale, and limited to one phase per sheet;
  5. The proposed name of the subdivision shall comply with ORS Chapter 92 and shall not duplicate or resemble the name of any other subdivision in the County, unless the land platted is contiguous to and platted by the same party that platted the subdivision bearing that name or unless the applicant files and records the consent of the party that platted the subdivision bearing that name;
  6. Vicinity map showing the general location of the subject property in relationship to arterial and collector streets;
  7. The date of application;
  8. The boundary lines of the tract to be subdivided;
  9. The names of adjacent subdivisions or the names of recorded owners of adjoining parcels of unsubdivided land;
  10. Contour lines related to a city established benchmark at two-foot intervals for grades zero to ten percent and five-foot intervals for grades over ten percent;
  11. The purpose, location, type and size of all the following (within and adjacent to the proposed subdivision) existing and proposed:
    - a. Public and private rights-of-way and easements,

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- b. Public and private sanitary and storm sewer lines, domestic water mains including fire hydrants, gas mains, major power (50,000 volts or better), telephone transmission lines, cable television lines, and watercourses, and
- c. Deed reservations for parks, open spaces, pathways and any other land encumbrances;
- 12. Approximate plan and profiles of proposed sanitary and storm sewers with grades and pipe sizes indicated and plans of the proposed water distribution system, showing pipe sizes and the location of valves and fire hydrants;
- 13. Approximate centerline profiles showing the finished grade of all streets including street extensions for a reasonable distance beyond the limits of the proposed subdivision;
- 14. Scaled cross sections of proposed street rights-of-way;
- 15. The location of all areas subject to inundation or storm water overflow, and the location, width and direction of flow of all watercourses and drainageways;
- 16. The proposed lot configurations, approximate lot dimensions and lot numbers. Where lots are to be used for purposes other than residential, it shall be indicated upon such lots. Each lot shall abut upon a public street;
- 17. The location of all trees having a six inch caliper or greater measured at four feet above ground level, and the location of proposed tree plantings, if any;
- 18. The existing use of the property, including location of all structures and present use of the structures, and a statement of which structures are to remain after platting;
- 19. Supplemental information including proposed deed restrictions, if any, proof of property ownership, and a proposed plan for provision of subdivision improvements; and
- 20. Existing natural features including rock outcroppings, wetlands and marsh areas.
- 21. The north arrow.

**Comment:** *The applicant has submitted an Existing Conditions Plan, and Preliminary Plat, a proposed Grading + infrastructure plan, and a preliminary landscape / Streetscape plan. Together this plan set meets the Description of the Preliminary Plat Plan Submittal requirements listed herein.*

## **16.196.060      Approval standards—Preliminary plat.**

A. The planning commission may approve, approve with conditions or deny a preliminary plat based on the following approval criteria:

- 1. The proposed preliminary plat and the neighborhood circulation plan (Section 16.212.040) comply with the applicable provisions of this title;
- 2. The proposed plat name is not duplicative or otherwise satisfies the provisions of ORS Chapter 92;
- 3. The proposed streets and accessways are designed in accordance with Chapter 16.212;
- 4. Parks shall be conveniently located so as to provide direct public access and availability from a public street;
- 5. Parks shall be bordered by at least one public street for a sufficient distance to encourage public use and provide visual access.

**Comment:** *The applicant has proposed a preliminary plat to improve and encourage both pedestrian, and vehicular circulation both adjacent, and through the proposed subdivision, creating new circulation patterns enhancing both traffic flow, and fire safety. The proposed tract will connect SW 131<sup>st</sup> to SW Fischer Road. It is anticipated that the street will be called SW 132<sup>nd</sup> Court. The street will provide frontage for each of the 16 proposed residential lots as well as the proposed commercial lot ( Lot 17)*

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## **Chapter 16.208, Improvements.**

Of particular note, Section 16.208.040 requires streets and sidewalks to comply with county standards. While city standards do not explicitly prohibit the use of off-set intersections, it is strongly recommended to avoid them. New streets should intersect with existing street intersections so that centerline is not offset. The street design and intersection locations should be accompanied by a traffic engineer's report.

***Comment:** the applicant is proposing a 26-ft street with two curb tight sidewalks. To allow access to parking on the south, and east sides of the street, will minimizing impact on the proposed depth of the new lots. The engineered section of the private street will meet public street standards*

## **Chapter 16.212, Neighborhood Circulation.**

This chapter contains requirements that are intended to establish good access for all modes of travel within and between neighborhoods. As we discussed, the city would like to provide a pathway connection to the public sidewalk proposed for the apartment development to the north.

***Comment:** The proposed through street, and the accompanying sidewalk provide a true alternative access other than the main intersection of SW 131<sup>st</sup> and Fischer, offering some relief during peak traffic hours, as well as providing a fire access alternative should the intersection become blocked*

## Review and Approval Process

The review and approval process will consist of the following steps:

1. Development of the Comprehensive Plan and Zoning amendments described above. This would include active coordination between the applicant and city staff. The city staff can take the lead on this aspect of the application.
2. One meeting with the neighborhood is required (CDC 16.46), but holding supplemental meetings before the plan and zoning amendment package is complete, is recommended.
3. Submittal of the Comprehensive Plan and Zoning amendment application. This will require a minimum 35-day notice to the Department of Land Conservation and Development (DLCD) prior to the first Planning Commission hearing. Notice to surrounding property owners and newspaper notice would also occur during this time. A Planning Commission recommendation would then be considered by the City Council. The city has up to 120 days to make a decision, and you should anticipate approximately three months.
4. Site plan review and subdivision application to create a mixed-use development consisting of residential lots and a neighborhood commercial center. The city would have up to 120 days to render a final decision. The Planning Commission makes the decision, which may be appealed to the City Council. This step could be combined with Step 3. It would obviously shorten the review time, but would require a detailed development application in advance of knowing if the plan and code amendments will be approved. If submitted with the plan and code amendments, the Planning Commission would submit a recommendation to the City Council regarding the plan, code, and zone map amendments along with a decision regarding the site plan and subdivision contingent upon City Council adoption of the plan and code amendments.

***Comment:** The applicant has prepared and submitted a complete application for the Comp. Plan Amendment, and zone change, as well as a subdivision application. A neighborhood meeting was held early this spring, and the project described to the member of the audience. The applicant will work with staff to ensure this application is accepted as complete to allow the process to move forward towards approval.*

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The applicant will continue to work with staff in providing clear and concise comments to assist staff in the recommendation for a zone change, and subdivision approval of this property. It is anticipated that staff will require additional materials upon their initial review of this application. Given the nature of the site, and the new zone we hope that we can move forward in a manner that minimizes impacts to the neighborhood, and results in the construction of a mixed used development that will offer a transitional step towards the future look, and feel of the City as it expands west with the new expansion of the UGB this year through METRO.

Mark Dane

A handwritten signature in black ink, appearing to read 'Mark Dane', with a stylized, cursive script.

Mark Dane, Mark Dane Planning Inc.

#### 4) PRE-APPLICATION REQUEST

# MARK DANE PLANNING INC.

14631 SW MILLIKAN WAY, BEAVERTON, OR 97003 SUITE #6 curtis.markdaneplanning@gmail.com 971-732-4511

## Pre-Application Conference Request

### Site:

16935 SW 131st Avenue, King City, OR 97224

### Applicant:

Mark Dane Planning Inc.

Att: Curtis Eschman

14631 SW Millikan Way

Beaverton, OR 97003. Suite #6

971-732-4511

### Proposal:

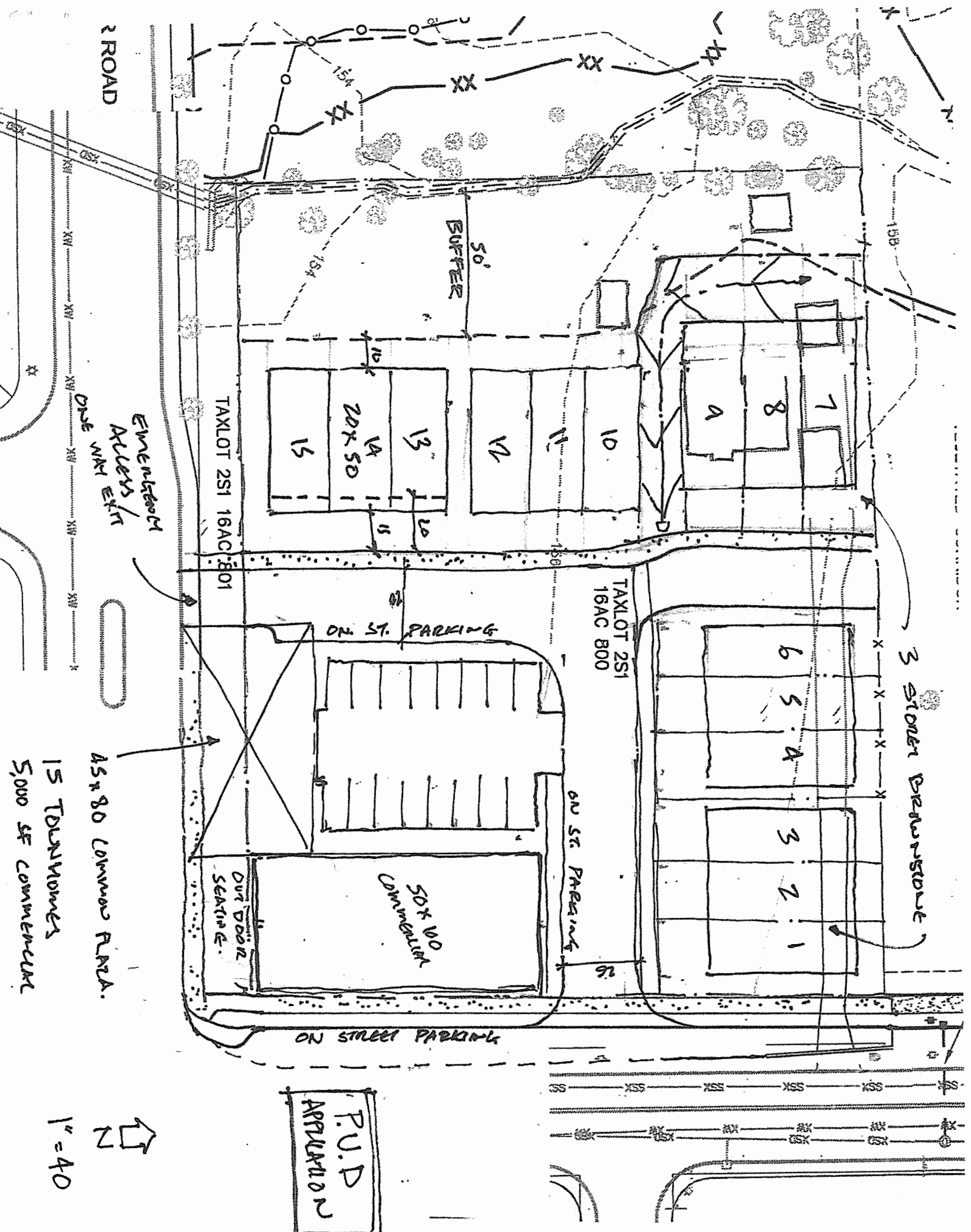
Applicant is proposing a zone change from R-12 to the Neighborhood Mixed Use and a land use application for a subdivision/ PUD including single family attached homes, mixed commercial/ retail use, and an open space area.

- Public Street (Reduced width of street & ROW)
- Vehicle and Ped access off of SW 131<sup>st</sup>
- Emergency access/ one way exit/ pedestrian access on SW Fischer
- 15 single family lots
- 3- Story attached homes
- 5,000 SF commercial/retail space
- 45' x 80' Common Plaza
- Commercial/ retail parking lot
- 50-ft buffer from Creek
- Pedestrian Connection to Apartment Complex to the North

### Questions:

- Code section/ explanation on public and private street standards?
- ✓ • Would a PUD allow for mixed used/ open space without proceeding with the zone change?
- Can the open space include the creek buffer and common plaza?
- ✓ • Frontage improvements on SW 131<sup>st</sup> *ANNEX WACO*
- City Timing/ Fee's

*TRACT*  
*ONLINE*



## 5) NEIGHBORHOOD MEETING MATERIALS:

- LETTER TO NEIGHBORS
- CONCEPT PLAN SENT WITH LETTER
- LIST OF ADDRESSES
- LIST OF ATTENDEES
- MINUTES OF MEETING

# Mark Dane Planning Inc.

14631 SW MILLIKAN WAY  
BEAVERTON OR 97003, SUITE #6  
503-332-7167  
Markdaneplanning@gmail.com

Date: December 13, 2017

To: Adjacent property owners

Re: For Neighborhood Review Meeting

Proposed 17 Lot Subdivision, including two mix commercial buildings with a public open area.

Dear neighbors:

Mark Dane Planning, Inc. is representing the owner of the property located at 16935 SW 131<sup>st</sup> Ave, tax lot number 800 of tax map 2S115AC. We are considering a proposal for a 17 Lot Subdivision single-family detached homes including a private street, two mixed commercial buildings with an open public area. The site is currently zoned R-12, our proposal is proposed to include a zone change to a Mixed Use Neighborhood Commercial and Multifamily zone, which would need to be developed. This has been discussed with the King City Manager and Planner. Prior to formally submitting an application to King City, we would like to take the opportunity to discuss the proposal in more detail with you.

The purpose of this meeting is to provide a forum for the applicant and surrounding property owners/residents to review the proposal and to identify issues so they may be considered before the formal application is turned in to the City. This meeting gives you the opportunity to share with us any special information you know about the property involved. We will attempt to answer questions, which may be relevant to meeting development standards consistent with King City's Community Development Code and Comprehensive Plan.

Mon. January 8th, at 6:00 PM, @ King City Civic Center  
15245 SW 116<sup>th</sup> Ave, Portland, OR 97224

Please note this meeting will be an informational meeting on preliminary development plans. These plans may be altered prior to submittal of the application to King City. Depending upon the type of land use action required, you may receive official notice from King City for you to either participate with written comments and/or an opportunity to attend a public hearing.

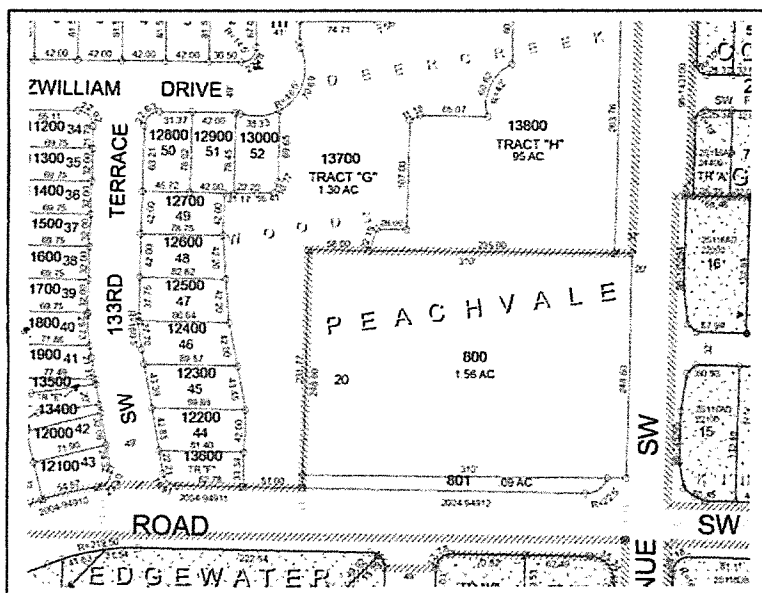
We look forward to more specifically discussing this proposal with you. Please feel free to contact me at 503.332.7167 or e-mail me at markdaneplanning@gmail.com if you have any questions.

Sincerely,



Mark Dane Planning Inc.

Mark Dane - Planner



50' CWS  
BUFFER

ATTACHED SINGLE  
FAMILY TOWNHOMES

PEDESTAL ACCESS  
TO APARTMENTS

NEW ON-STREET  
PARKING



PRIVATE  
STREET / PIU

S. W. GARREL  
STREET

KING CITY  
PUBLIC HOUSE

PARKING / POSS.  
FOOD POD.

PUBLIC PLAZA

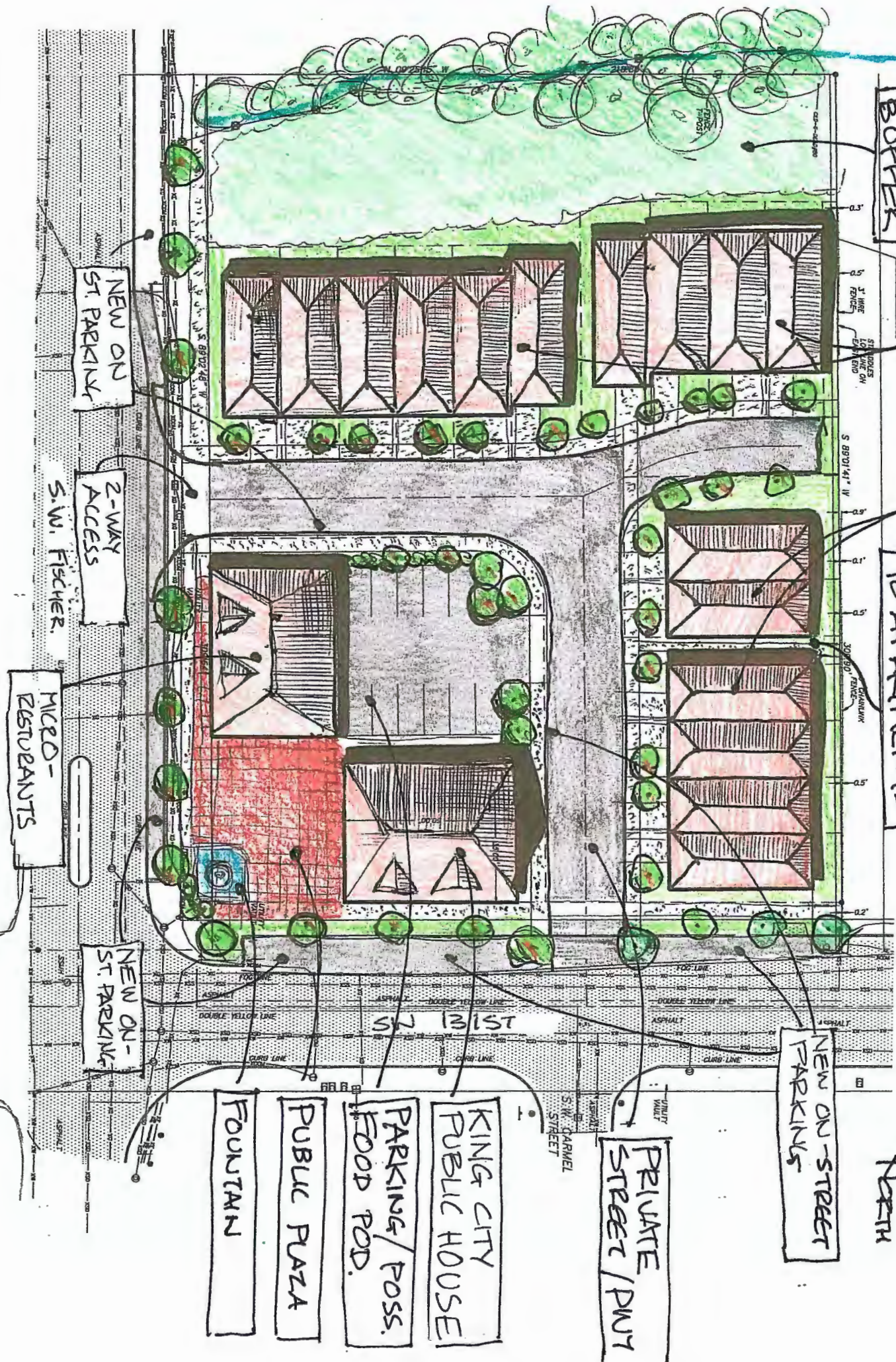
FOUNTAIN

NEW ON  
ST. PARKING

2-WAY  
ACCESS  
S.W. FISCHER.

MICRO-  
RESTAURANTS

NEW ON-  
ST. PARKING



Carmelita Abulencia  
16987 SW 133rd Ter  
King City, OR. 97224

Katie Alexander  
16855 SW 133rd Ter  
King City, OR. 97224

Jessica Nicole Arthur  
13323 SW Fitzwilliam Dr  
King City, OR. 97224

Katarzyna & Adam Auler  
16898 SW 133rd Ter  
King City, OR. 97224

Brandon Bacon  
16879 SW 133rd Ter  
King City, OR. 97224

Brandon & Julie Bahng  
16928 SW 134th Ter  
Portland, OR. 97224

Mohammad Barghouty  
17089 SW 131st Ave  
King City, OR. 97224

Jacqueline Bass  
16793 SW 133rd Ter  
Tigard, OR. 97224

Tracey Beber  
18001 SW Ingrid Ter  
Beaverton, OR. 97007

Darin Bennett  
17120 SW 131st Ave  
Tigard, OR. 97224

Paul Bevis  
16777 SW 133rd Ter  
Tigard, OR. 97224

Genelia Bjerg  
13128 SW Macbeth Dr  
Tigard, OR. 97224

William Brinegar  
13090 SW Carmel St  
King City, OR. 97224

Rebecca Brock  
16886 SW 134th Ter  
King City, OR. 97224

Robert Brock  
16874 SW 134th Ter  
King City, OR. 97224

Brian Browne  
16867 SW 133rd Ter  
King City, OR. 97224

Stephanie Marie Burks  
17123 SW 131st Ave  
King City, OR. 97224

Steve Burnett  
13308 SW Fitzwilliam Dr  
King City, OR. 97224

David & Katy Caldwell  
17109 SW 132nd Ter  
Portland, OR. 97224

Gerald Clark  
17053 SW Bard Way  
King City, OR. 97224

Lisa Cronin  
13116 SW Macbeth Dr  
Tigard, OR. 97224

Jeffrey Cunningham  
13346 SW Macbeth Dr  
King City, OR. 97224

Justin Dauphinais  
17020 SW 131st Ave  
Tigard, OR. 97224

Kyle Davidson  
17135 SW 132nd Ter  
King City, OR. 97224

Hermica Davis  
13104 SW Macbeth Dr  
Tigard, OR. 97224

Sharon Davis  
13030 SW Fischer Rd  
Tigard, OR. 97224

Kimberly Deaver  
13244 SW Macbeth Dr  
King City, OR. 97224

Frances Deibert  
17140 SW 131st Ave  
Tigard, OR. 97224

Wendi Dion  
13334 SW Macbeth Dr  
King City, OR. 97224

Trevor Dodson  
13315 SW Fitzwilliam Dr  
King City, OR. 97224

William Eaton  
13305 SW Fitzwilliam Dr  
King City, OR. 97224

Jay Enloe  
16850 SW 134th Ter  
King City, OR. 97224

Robert Fields  
16764 SW Jordan Way  
Tigard, OR. 97224

Diana Fisher  
17133 SW Bard Way  
King City, OR. 97224

Gerald Michael Foley  
17102 SW 132nd Ter  
King City, OR. 97224

B Steven Foster  
17118 SW 132nd Ter  
King City, OR. 97224

Kurtis Fuller  
16914 SW 134th Ter  
King City, OR. 97224

Yuan Gao  
16945 SW 133rd Ter  
King City, OR. 97224

Robert Gayhart  
13075 SW Carmel St  
King City, OR. 97224

Michelle Glarner  
16862 SW 134th Ter  
King City, OR. 97224

George Grondin  
13045 SW Carmel St  
King City, OR. 97224

Christopher Guthrie  
16959 SW 133rd Ter  
King City, OR. 97224

Timothy Helmer  
16772 SW Jordan Way  
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Donna Henry  
16891 SW 133rd Ter  
King City, OR. 97224

Matthew Hoffman  
17080 SW 132nd Ter  
King City, OR. 97224

Tim & Kelly Horst  
5374 NW 150th Pl  
Portland, OR. 97229

James Hryniewicz  
13302 SW Fitzwilliam Dr  
King City, OR. 97224

Scott & Lisa Huddleston  
17075 SW Bard Way  
King City, OR. 97224

David Hughes  
13362 SW King Lear Way  
King City, OR. 97224

Mary Hughes  
13065 SW Carmel St  
King City, OR. 97224

Paul Johnson  
16903 SW 133rd Ter  
Portland, OR. 97224

Joseph Michael Kelly  
13020 SW Carmel St  
King City, OR. 97224

Adam & Meghan Kovarik  
13359 SW Fitzwilliam Dr  
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Linda Lacey  
16931 SW 133rd Ter  
King City, OR. 97224

Judy & Keith Leavitt  
13010 SW Carmel St  
King City, OR. 97224

Homes Corp Legend  
12755 SW 69th Ave #100  
Tigard, OR. 97223

Niels Leuthold  
16900 SW 134th Ter  
King City, OR. 97224

Clifford Lindsly  
16942 SW 134th Ter  
King City, OR. 97224

Roger Linhart  
13080 SW Carmel St  
King City, OR. 97224

Lauren Malone  
13335 SW Fitzwilliam Dr  
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Lala Mirzoyan  
16973 SW 133rd Ter  
King City, OR. 97224

Tracie Misi  
13314 SW Fitzwilliam Dr  
King City, OR. 97224

Candace Noland  
17040 SW 132nd Ter  
King City, OR. 97224

Frank Nusser Jr.  
13350 SW King Lear Way  
King City, OR. 97224

Nathan Ostgard  
17147 SW 131st Ave  
King City, OR. 97224

Brian & Lorraine Otis  
14031 SW Alpine Crest Way  
Tigard, OR. 97224

Homes At Pahlisch  
210 SW Wilson Ave #100  
Bend, OR. 97702

Homes At Pahlisch  
210 SW Wilson Ave #100  
Bend, OR. 97702

Homes At Pahlisch  
210 SW Wilson Ave #100  
Bend, OR. 97702

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210 SW Wilson Ave #100  
Bend, OR. 97702

Homes At Pahlisch  
210 SW Wilson Ave #100  
Bend, OR. 97702

Homes At Pahlisch  
210 SW Wilson Ave #100  
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Benito Pataroque  
2304 Oswego Glen Ct  
Lake Oswego, OR. 97034

Bettie Ratter  
13025 SW Carmel St  
King City, OR. 97224

Jeremy Richard Reeves  
17022 SW 132nd Ter  
King City, OR. 97224

Amanda Louise Regan  
16917 SW 133rd Ter  
King City, OR. 97224

Randall Rene  
16922 SW 133rd Ter  
King City, OR. 97224

Mary Kathryn Ross  
16884 SW 133rd Ter  
King City, OR. 97224

Jason Salzman  
17031 SW Bard Way  
King City, OR. 97224

Lisa Schelle  
13374 SW King Lear Way  
King City, OR. 97224

Gary Schulke  
17058 SW 132nd Ter  
King City, OR. 97224

Sean Sorensen  
16940 SW 133rd Ter  
King City, OR. 97224

Michael Strehlow  
13311 SW Fitzwilliam Dr  
King City, OR. 97224

Mark Strom  
17063 SW 131st Ave  
King City, OR. 97224

George Summersby  
8505 SW 8th Ave  
Portland, OR. 97219

Michael Twiss  
13596 SW Charleston Ln  
Tigard, OR. 97224

Margie Vannoy  
13060 SW Carmel St  
King City, OR. 97224

Joshua Ward  
16628 SE East View Ct  
Portland, OR. 97236

Kevin Wheeler  
17100 SW 131st Ave  
Tigard, OR. 97224

Richard Whitten  
17025 SW 131st Ave  
King City, OR. 97224

Patrick Williams  
13347 SW Fitzwilliam Dr  
King City, OR. 97224

Henry Wong  
17037 SW Bard Way  
King City, OR. 97224

Kyle Hayden Woock  
16785 SW 133rd Ter  
King City, OR. 97224

Trish Woolsey  
17130 SW 131st Ave  
Tigard, OR. 97224

Kristopher Devin Wyatt  
17047 SW 131st Ave  
Tigard, OR. 97224

Diego Chara Zamora  
17107 SW Bard Way  
King City, OR. 97224

800 North First Street LLC  
5832 Firestone Ct  
San Jose, CA. 95138

800 North First Street LLC  
5832 Firestone Ct  
San Jose, CA. 95138

800 North First Street LLC  
5832 Firestone Ct  
San Jose, CA. 95138

800 North First Street LLC  
5832 Firestone Ct  
San Jose, CA. 95138

800 North First Street LLC  
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5832 Firestone Ct  
San Jose, CA. 95138

800 North First Street LLC  
5832 Firestone Ct  
San Jose, CA. 95138

800 North First Street LLC  
5832 Firestone Ct  
San Jose, CA. 95138

Bengel  
3550 SW Bond Ave #1203  
Portland, OR. 97239

Cole  
13015 SW Carmel St  
King City, OR. 97224

Edgewater On The Tualatin  
15350 SW Sequoia Pkwy #200  
Portland, OR. 97224

Edgewater On The Tualatin  
15350 SW Sequoia Pkwy #200  
Portland, OR. 97224

Edgewater On The Tualatin  
15350 SW Sequoia Pkwy #200  
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Portland, OR. 97224

Edgewater On The Tualatin  
15350 SW Sequoia Pkwy #200  
Portland, OR. 97224

Edgewater Tualatin LLC  
109 E 13th St  
Vancouver, WA. 98660

King City Civic Association  
15245 SW 116th  
King City, OR. 97223

Martyns  
7304 Lantana Ter  
Carlsbad, CA. 92011

Roseberry Homeowners  
13385 SW Macbeth Dr  
Tigard, OR. 97224

Splash Spring LLC Rp Of &  
1629 Mariposa Ave  
Palo Alto, CA. 94306

Suesserman  
16768 SW Jordan Way  
Tigard, OR. 97224

# SLOW IN SHEET

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~~John Schreiner~~

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DAVID LOPRINZI

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Mike Weston - City Manager  
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Rob & SHA FITZSIMMONS	541-829-2073 503 710-0319	Rob.fitz2010@gmail.com SHAFITZSIMMONS@GMAIL.COM
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Nandy & Isaac Levine (NO)	503-347-4870	mlane514@hotmail.com isaac.levine@gmail.com
William BRIDGEMAN (NO)	503-851-0857	
NADINE HOLTER	503 637-5122	NAHOLTER@comcast.net

## SIGN IN SHEET

OVER

NAME

NUMBER

EMAIL

NAME	NUMBER	EMAIL
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McKay Fenske <u>NO</u>	503 888 7731	mckay.fenske@gmail.com
Melody Stone <u>NO</u>	503-968-1909	ody.stone@comcast.net
Beth Schulke	503-598-0826	Schulke_bg@msn.com
Pamela Crane	503-780-0877	polasek64@icloud.com
Andrew Liburdi	503-530-9670	andy1.burdi@hotmail.com
James Hryniewicz	509-389-1111	jameshry@gmail.com
TERRY FOLEY	503 649 7514	FOLEYX21@gmail.com
Shawn Davis	503 639-7668	shawnmail223@gmail.com
Sharon Mail 223	503-781-8880	sharonmail223@gmail.com
Kathryn Ross	503-730-8279	m.kathryn.ross@gmail.com
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Larry Ripplinger	✓ ✓ ✓	
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RAY HUMPHREY	503-649-6755	
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Marc Manelise	503-719-3124	Manelise@gmail.com
Linda Stinder	503-819-3441	alohasth@aol.com

## 16935 SW 131st Ave Minutes

Start time: 6:10 P.M.

The applicant (Mark Dane) starts off the meeting by introducing himself. There is a table at the entrance of the room that has a sign in sheet and a copy of the proposed layout. Proposed is a 17 lot subdivision. 16 lots being single family attached townhomes and lot 17 consisting of two commercial buildings, a parking lot, and a public open space.

The objective of this meeting was to share with the neighbors about the future development and to seek out a smarter and connected community for the site with the concerns and information from the surrounding neighbors. With about 80 attendees, Mark wanted to make sure everyone had a chance to ask any questions or say their share on this development. The meeting lasted about two hours. Below are questions that were raised during the meeting and the response to the said question.

*Q: Are these new homes going to be for sale or for rent?*

*A: The homes will be sold but once they are sold we have no power if the new property owner will sell or rent.*

*Q: Are the large trees by the creek staying?*

*A: Yes, there is a 50 ft. buffer from the creeks top of bank that reaches out to both sides. So all trees within 50 ft. of the creek will be preserved.*

*Q: When you refer to King City are you talking about the City of King City? As the building down the street?*

*A: Yes, we are working directly with City of King City and have had a formal pre-application conference with them and have had an ongoing dialogue.*

*Q: The construction for the apartments next door have been a really big pain. For instance on Thanksgiving there was unwanted noise from the site all day.*

*A: There is a usually a standard week day work hours of 8 am – 5 pm. We will be doing our best to be neighborhood friendly and aware of surrounding properties. You can also put in a complaint to the City of King City or to the Construction Company.*

*Q: Traffic at Fischer and 131<sup>st</sup> is a very busy intersection. With this development more traffic will be accumulated into that street intersection.*

A: This development will include street improvements on both 131<sup>st</sup> and Fischer. Improvements will include curb, gutter, sidewalk, and planter strip. If any additional improvements are needed for City standards, we are more than happy to provide those further improvements.

*Q: There are bus stops in this area, how will you provide safety.*

A: As of now, there is no bus stops adjacent to this site. If Tri-Met or the City wants to include a new bus stop adjacent to our property we will work with them and make sure the bus has a safe and accessible stop and assure the commuters have an easy access to the stop.

*Q: Will these be high end restaurants?*

A: The restaurants/ stores will be something like a Pizza Schmizza, McMenamins, or a Starbucks.

*Q: What will be the size of the new commercial buildings? And who will own them?*

A: The two buildings are proposed to be 40' x 60'. The developer is looking to own the two commercial buildings, and has the option to rent out to a business owner.

*Q: What is the objective of this meeting?*

A: This meeting is the first step to a land use development. Having a neighborhood meeting allows the developer to explain the land use proposal to the neighbors and hear out their thoughts and concerns. This allows the process down the road to run much smoother.

*Q: Will these homes be low income housing?*

A: No.

*Q: Is there an evacuation plan for vehicles?*

A: There is no specific evacuation plan, but our proposal shows a two way street providing access to SW 131<sup>st</sup> and SW Fischer. This allows vehicles two

options of access out of our development. Fire access will be available to all homes and commercial buildings.

*Q: Is the King City police department going to be hiring more police officers due to your development adding more population to the City?*

A: As King City grows, so will their police department. This is not something we research and decide. This development will weigh on the King City police department

*Q: Where will the garbage and recycling go for the two commercial buildings?*

A: This will occur during the building design. If not, we anticipate them going somewhere in the parking lot.

*Q: Proposed time frame?*

A: We are looking to submit our land use zone change material in a months' time. Construction for this site won't happen for a year and a half or two.

*Q: Will there be a marijuana store?*

A: Very unlikely, we don't know if the developer has any intention on building one nor do we think the City will want one for this development.

*Q: Is the street scape from the commercial buildings going to be big brick wall?*

A: There will be a design review for the two commercial buildings, including material, glazing, and lighting. The developer is looking for a friendly street scape, including glass garage doors for sunny days and for natural lighting, decks and outdoor seating.

*Q: What will the price point for the new homes be?*

A: It is hard to pin point a price for these homes, as they can change by the time they are built due to the real estate market. But we believe around low-mid \$400,000.

*Q: How many homes would be proposed in there is no zone change?*

A: That was original plan and it consisted roughly of 18 lots.

*Q: There is a current fire zone on SW 131<sup>st</sup>, are you going to widen the street? Or what will happen?*

A: We aren't aware of a fire lane or nor parking for fire. But we will work with our traffic engineers and the City to improve out site frontage to accommodate for the City's needs.

*Q: Who is this mystery builder and can we meet with him?*

A: The developer/ builder is Tim Horst. He is a realtor and has done land use development as well. We usually don't recommend our client to show up to the neighborhood meetings as they usually follow with emotion and an unproductive meeting. And tend to be targeted by the audience.

*Q: What is the parking plan for the homes?*

A: Each home will have a two car tandem parking garage and one driveway parking space.

*Q: Why would King City want this?*

A: Hwy 99 is really the only place with mixed commercial use. This will allow neighbors to walk to a local commercial space in the neighborhood to enjoy food and drinks, while having a common open space to enjoy.

*Q: If this development goes through as shown here on this layout, how will this affect our home value?*

A: New construction usually leans to adding value to nearby homes. The commercial use of this site can also be a plus to some home owners nearby but obviously can be seen as a negative to some.

*Q: Who are you and who are you representing?*

A: My name is Mark Dane and I represent the developer Tim Horst. I am a Land Use Consultant.

*Q: With the tandem garages, how are you going to ensure the owners will use their garages as parking spots and not for storage?*

A: We can't ensure they will, that is up to the owner on how they want to use their space. We need to comply with the City code and we believe three off-street parking spaces for each house will be sufficient.

*Q: Is the City developing this property?*

A: No, Tim Horst is.

*Q: When will you get getting a traffic impact statement?*

A: We do not have one currently but that is on our list of reports to collect before our submittal at the City.

*Q: You mentioned something about Clean Water Services wanting this property?*

A: Yes, we have had a brief conversation with Clean Water Services. They want this property for a regional facility.

*Q: Based on what you have heard tonight, how are you moving forward?*

A: We will be talking with the developer and the City. We also think that another meeting down the road will be very helpful. We understand the main issues and will work on finding a middle ground.

After all questions were asked and answered to the applicant's best knowledge, residents understood the proposed plan. At this point in time, all work is preliminary and may change due to the City of King City's completeness review.

6) WETLAND DELINEATION, AND CONCURANCE LETTER  
FROM THE STATE

## Service Provider Letter

CWS File Number

18-002763

**This form and the attached conditions will serve as your Service Provider Letter in accordance with Clean Water Services Design and Construction Standards (R&O 17-5).**

<b>Jurisdiction:</b>	<u>King City</u>	<b>Review Type:</b>	<u>No Impact</u>
<b>Site Address</b>	<u>16935 SW 131st AVE</u>	<b>SPL Issue Date:</b>	<u>September 26, 2018</u>
<b>/ Location:</b>	<u>Portland, OR 97224</u>	<b>SPL Expiration Date:</b>	<u>September 25, 2020</u>

**Applicant Information:**

**Name** TIM HORST

**Company** SUMMA REAL ESTATE GROUP  
1925 NW AMBERGLEN PARKWAY  
SUITE 100

**Address** BEAVERTON OR 97006

**Phone/Fax** (503) 310-4776

**E-mail:** thorst@summarealty.com

**Owner Information:**

**Name** \_\_\_\_\_

**Company** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone/Fax** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Tax lot ID**

**Development Activity**

2S116AC00800

Residential Subdivision

**Pre-Development Site Conditions:**

**Sensitive Area Present:** ☒ On-Site ☒ Off-Site

**Vegetated Corridor Width:** 50

**Vegetated Corridor Condition:** Degraded

**Post Development Site Conditions:**

**Sensitive Area Present:** ☒ On-Site ☒ Off-Site

**Vegetated Corridor Width:** 50

**Enhancement of Remaining Vegetated Corridor Required:**



**Square Footage to be enhanced:** 10,482

**Encroachments into Pre-Development Vegetated Corridor:**

<b>Type and location of Encroachment:</b>	<b>Square Footage:</b>
<u>No Encroachment</u>	_____
_____	_____
_____	_____

**Mitigation Requirements:**

<b>Type/Location</b>	<b>Sq. Ft./Ratio/Cost</b>
_____	_____
_____	_____
_____	_____

☒ Conditions Attached ☒ Development Figures Attached (2) ☐ Planting Plan Attached ☐ Geotech Report Required

**This Service Provider Letter does NOT eliminate the need to evaluate and protect water quality sensitive areas if they are subsequently discovered on your property.**

**In order to comply with Clean Water Services water quality protection requirements the project must comply with the following conditions:**

1. No structures, development, construction activities, gardens, lawns, application of chemicals, uncontained areas of hazardous materials as defined by Oregon Department of Environmental Quality, pet wastes, dumping of materials of any kind, or other activities shall be permitted within the sensitive area or Vegetated Corridor which may negatively impact water quality, except those allowed in R&O 17-5, Chapter 3.
2. Prior to any site clearing, grading or construction the Vegetated Corridor and water quality sensitive areas shall be surveyed, staked, and temporarily fenced per approved plan. During construction the Vegetated Corridor shall remain fenced and undisturbed except as allowed by R&O 17-5, Section 3.06.1 and per approved plans.
3. **If there is any activity within the sensitive area, the applicant shall gain authorization for the project from the Oregon Department of State Lands (DSL) and US Army Corps of Engineers (USACE). The applicant shall provide Clean Water Services or its designee (appropriate city) with copies of all DSL and USACE project authorization permits. No wetland impacts proposed for this project.**
4. An approved Oregon Department of Forestry Notification is required for one or more trees harvested for sale, trade, or barter, on any non-federal lands within the State of Oregon.
5. **Prior to ground disturbing activities, an erosion control permit is required. Appropriate Best Management Practices (BMP's) for Erosion Control, in accordance with Clean Water Services' Erosion Prevention and Sediment Control Planning and Design Manual, shall be used prior to, during, and following earth disturbing activities.**
6. Prior to construction, a Stormwater Connection Permit from Clean Water Services or its designee is required pursuant to Ordinance 27, Section 4.B.
7. Activities located within the 100-year floodplain shall comply with R&O 17-5, Section 5.10.
8. Removal of native, woody vegetation shall be limited to the greatest extent practicable.
9. The water quality swale and detention pond shall be planted with Clean Water Services approved native species, and designed to blend into the natural surroundings.
10. **Should final development plans differ significantly from those submitted for review by Clean Water Services, the applicant shall provide updated drawings, and if necessary, obtain a revised Service Provider Letter.**
11. The Vegetated Corridor width for sensitive areas within the project site shall be a minimum of 50 feet wide, as measured horizontally from the delineated boundary of the sensitive area.
12. **For Vegetated Corridors up to 50 feet wide, the applicant shall enhance the entire Vegetated Corridor to meet or exceed good corridor condition as defined in R&O 17-5, Section 3.14.2, Table 3-3.**
13. Removal of invasive non-native species by hand is required in all Vegetated Corridors rated ""good."" Replanting is required in any cleared areas larger than 25 square feet using low impact methods. The applicant shall calculate all cleared areas larger than 25 square feet prior to the preparation of the required Vegetated Corridor enhancement/restoration plan.
14. Prior to any site clearing, grading or construction, the applicant shall provide Clean Water Services with a Vegetated Corridor enhancement/restoration plan. Enhancement/restoration of the Vegetated Corridor shall be provided in accordance with R&O 17-5, Appendix A, and shall include planting specifications for all Vegetated Corridor, including any cleared areas larger than 25 square feet in Vegetated Corridor rated ""good.""
15. Prior to installation of plant materials, all invasive vegetation within the Vegetated Corridor shall be removed per methods described in Clean Water Services' Integrated Vegetation and Animal Management Guidance, 2003. During removal of invasive vegetation care shall be taken to minimize impacts to existing native tree and shrub species.

16. Clean Water Services shall be notified 72 hours prior to the start and completion of enhancement/restoration activities. Enhancement/restoration activities shall comply with the guidelines provided in Planting Requirements (R&O 17-5, Appendix A).
17. **Maintenance and monitoring requirements shall comply with R&O 17-5, Section 2.12.2. If at any time during the warranty period the landscaping falls below the 80% survival level, the owner shall reinstall all deficient planting at the next appropriate planting opportunity and the two year maintenance period shall begin again from the date of replanting.**
18. **Performance assurances for the Vegetated Corridor shall comply with R&O 17-5, Section 2.07.2, Table 2-1 and Section 2.11, Table 2-2.**
19. **For any developments which create multiple parcels or lots intended for separate ownership, Clean Water Services shall require that the sensitive area and Vegetated Corridor be contained in a separate tract and subject to a ""STORM SEWER, SURFACE WATER, DRAINAGE AND DETENTION EASEMENT OVER ITS ENTIRETY"" to be granted to the City or Clean Water Services.**
20. **Final construction plans shall include landscape plans.** In the details section of the plans, a description of the methods for removal and control of exotic species, location, distribution, condition and size of plantings, existing plants and trees to be preserved, and installation methods for plant materials is required. Plantings shall be tagged for dormant season identification and shall remain on plant material after planting for monitoring purposes.
21. **A Maintenance Plan shall be included on final plans** including methods, responsible party contact information, and dates (minimum two times per year, by June 1 and September 30).
22. **Final construction plans shall clearly depict the location and dimensions of the sensitive area and the Vegetated Corridor** (indicating good, marginal, or degraded condition). Sensitive area boundaries shall be marked in the field.
23. Protection of the Vegetated Corridors and associated sensitive areas shall be provided by the installation of permanent fencing and signage between the development and the outer limits of the Vegetated Corridors. **Fencing and signage details to be included on final construction plans.**

**This Service Provider Letter is not valid unless CWS-approved site plan is attached.**

Please call (503) 681-3667 with any questions.



Stacy Benjamin  
Environmental Plan Review

Attachments (2)







# Oregon

Kate Brown, Governor

## Department of State Lands

775 Summer Street NE, Suite 100

Salem, OR 97301-1279

(503) 986-5200

FAX (503) 378-4844

[www.oregon.gov/dsl](http://www.oregon.gov/dsl)

State Land Board

March 22, 2018

Summa Real Estate Group

Attn: Tim Horst

1925 NW Amberglen Pkwy, Ste. 100

Beaverton, OR 97006

Kate Brown

Governor

Re: WD # 2017-0477 Wetland Delineation Report for a  
Proposed Development Project  
Washington County; T2S R1W Sec. 16AC, Tax Lot 800

Dennis Richardson

Secretary of State

Dear Mr. Horst:

Tobias Read

State Treasurer

The Department of State Lands has reviewed the wetland delineation report prepared by Schott and Associates for the site referenced above. Based upon the information presented in the report, a site visit on March 8, 2018, and additional information submitted upon request, we concur with the wetland and waterway boundaries as mapped in revised Figure 6 of the report. Please replace all copies of the preliminary wetland map with this final Department-approved map. Within the study area, one wetland (totaling approximately 0.008 acres) and a tributary to the Tualatin River were identified.

The wetland and the tributary are subject to the permit requirements of the state Removal-Fill Law. Under current regulations, a state permit is required for cumulative fill or annual excavation of 50 cubic yards or more in wetlands or below the ordinary high-water line (OHWL) of a waterway (or the 2-year recurrence interval flood elevation if OHWL cannot be determined).

This concurrence is for purposes of the state Removal-Fill Law only. Federal or local permit requirements may apply as well. The Army Corps of Engineers will review the report and decide jurisdiction for purposes of the Clean Water Act at the time that a report is submitted. We recommend that you attach a copy of this concurrence letter to both copies of any subsequent joint permit application to speed application review.

Please be advised that state law establishes a preference for avoidance of wetland impacts. Because measures to avoid and minimize wetland impacts may include reconfiguring parcel layout and size or development design, we recommend that you work with Department staff on appropriate site design before completing the city or county land use approval process.

This concurrence is based on information provided to the agency. The jurisdictional determination is valid for five years from the date of this letter unless new information necessitates a revision. Circumstances under which the Department may change a

determination are found in OAR 141-090-0045 (available on our web site or upon request). In addition, laws enacted by the legislature and/or rules adopted by the Department may result in a change in jurisdiction; individuals and applicants are subject to the regulations that are in effect at the time of the removal-fill activity or complete permit application. The applicant, landowner, or agent may submit a request for reconsideration of this determination in writing within six months of the date of this letter.

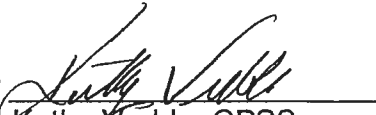
Thank you for having the site evaluated. Please phone me at 503-986-5232 if you have any questions.

Sincerely,



Peter Ryan, PWS  
Jurisdiction Coordinator

Approved by



Kathy Verble, CPSS  
Aquatic Resource Specialist

Enclosures

cc: Cari Cramer, Schott and Associates  
City of King City Planning Department  
Kinsey Friesen, Corps of Engineers  
Lindsey Obermiller, Clean Water Services  
Anita Huffman, DSL



WD2017-0477

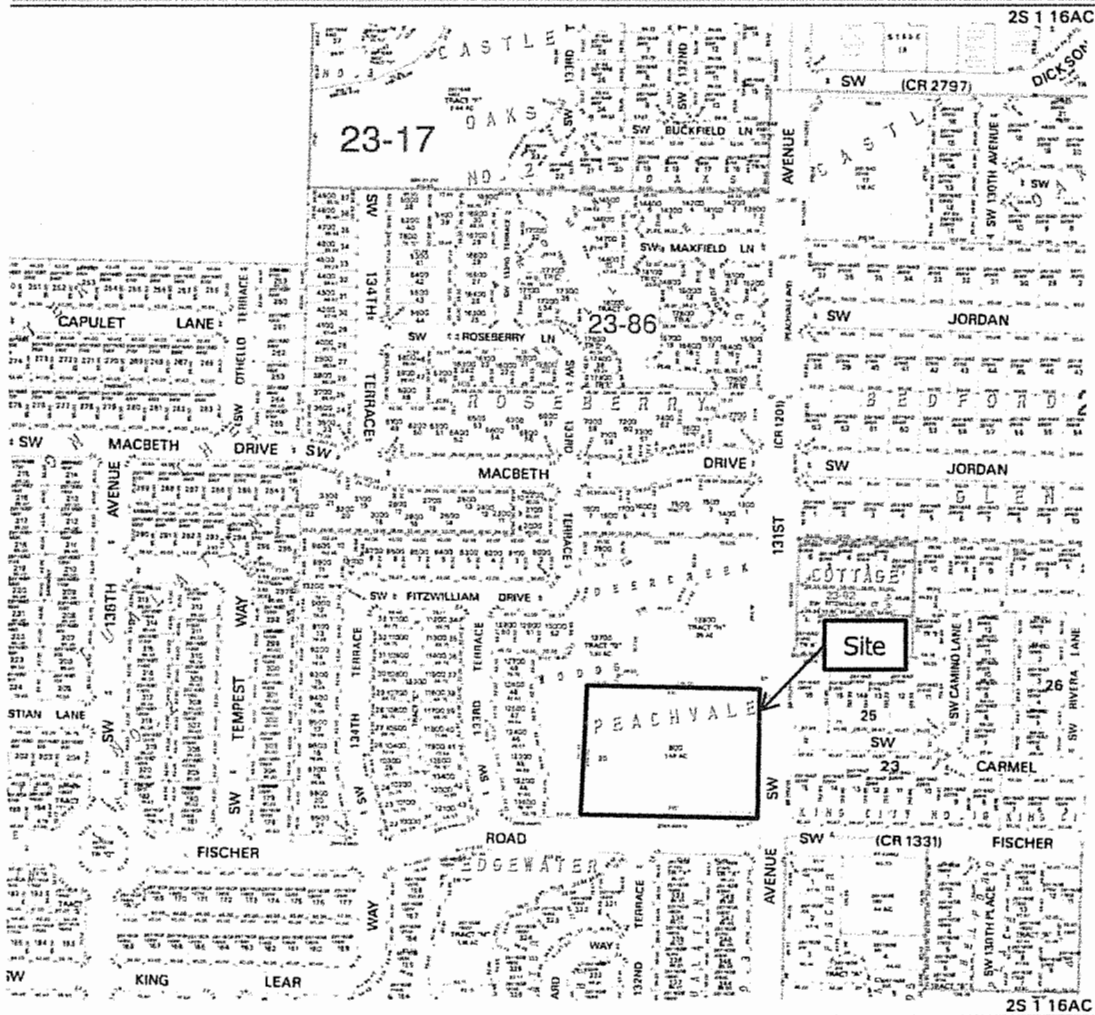


Figure 2: Tax Map 2S 1 16AC TL 800  
S&A 2516  
16935 SW 131<sup>st</sup> Avenue

Schott & Associates  
P.O. Box 589  
Aurora, OR. 97002  
503.678.6007

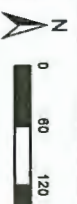


# Clean Water Services -- Sewer Map



This product and its associated data is for informational purposes only and was derived from several databases. It was not prepared for, and is not suitable for, legal, engineering or surveying purposes. Users should review or consult the primary data and information sources to ensure accuracy. Clean Water Services cannot accept any responsibility for errors, omissions or positional accuracy. There are no "guarantees" or "warranties" associated with this product. Mainline and service lateral locations are depicted using best available information but must be field verified and located before digging. Service laterals are marked in the field as "ground facilities" as defined in OAR 952-001-0010 (20). Easement data is not currently completed District-wide and should be used for general reference only. All sanitary or storm sewer data, with the exception of sanitary lines 24" and larger located within the city limits of Beaverton, Cornelius, Forest Grove, Hillsboro, Lake Oswego, Portland, Sherwood, Tigard or Tualatin, need to be verified by contacting the local jurisdiction. No liability is assumed for any errors or omissions. Clean Water Services, Development Services, 2550 SW Hillsboro Highway, Hillsboro OR 97123, (503) 681-5100.

- Legend**
- Cleanout
  - Fitting
  - Valve
  - Manhole
  - Inlet
  - △ Pond
  - Vault
  - ☆ Treatment Plant
  - Pump Station
  - Gravity Line
  - Pressure Line
  - Open Channel
  - Virtual Flow
  - Pond Outline
  - CWS Boundary
  - County Boundary
  - Urban Growth
  - ✕ Abandoned
  - CWS Sani
  - Partner Sani





## 7) TITLE DOCUMENTS, AND PROOF OF OWNERSHIP

## **PUBLIC RECORDS REPORT FOR PARTITION / SUBDIVISION / CONDOMINIUM**

THIS REPORT IS FOR THE EXCLUSIVE USE OF:

Date Prepared: [July 31, 2017](#)  
Order No.: [15F0002840](#)  
Customer Ref: Vacant Land, SW 131st Avenue  
File Reference: - [Report](#)

### **CONDITIONS, STIPULATIONS AND DEFINITIONS**

#### **(I) Definitions:**

- (a) "Customer": The person or persons named or shown on this cover sheet.
- (b) "Effective date": The title plant date of [July 26, 2017](#).
- (c) "Land": The land described, specifically as by reference, in this public record report and improvements affixed thereto which by law constitute real property.
- (d) "Liens and encumbrances": Include taxes, mortgages, and deeds of trust, contracts, assignments, rights of way, easements, covenants, and other restrictions on title.
- (e) "Public records": Those records which by the laws of the State of Oregon impart constructive notice of matters relating to said land.

#### **(II) Liability of [Lawyers Title](#):**

- (a) THIS IS NOT A COMMITMENT TO ISSUE TITLE INSURANCE AND DOES NOT CONSTITUTE A POLICY OF TITLE INSURANCE.
- (b) The liability of [Lawyers Title](#) for errors or omissions in this public record report is limited to the amount of the fee paid by the customer, provided, however, that [Lawyers Title](#) has no liability in the event of no actual loss to the customer.
- (c) No costs of defense, or prosecution of any action, is afforded to the customer.
- (d) In any event, [Lawyers Title](#) assumes no liability for loss or damage by reason of the following:
  - 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - 2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
  - 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
  - 4. Discrepancies, encroachments, shortage in area, conflicts in boundary lines or any other facts which a survey would disclose.
  - 5. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights or claims or title to water.
  - 6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in this report, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

7. Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of an improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at the effective date hereof.
8. Any governmental police power not excluded by (II)(d)(7) above, except to the extent that notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at the effective date hereof.
9. Defects, liens, encumbrances, adverse claims or other matters created, suffered, assumed, agreed to or actually known by the customer.

(III) Report Entire Contract:

Any rights or actions or rights of action that the customer may have or may bring against Lawyers Title arising out of the subject matter of this report must be based on the provisions of this report. No provision or condition of this report can be waived or changed except by a writing signed by an authorized officer of Lawyers Title. By accepting this form report, the customer acknowledges and agrees that the customer has been afforded the opportunity to purchase a title insurance policy but has elected to utilize this form of public record report and accepts the limitation of liability of Lawyers Title as set forth herein.

(IV) Fee:

The fee charged for this Report does not include supplemental reports, updates or other additional services of Lawyers Title.

## REPORT

Order No. : 15F0002840

Effective Date : 5:00 P.M. on July 26, 2017

Customer Ref: Vacant Land, SW 131st Avenue

**A. The land referred to in this public record report is located in the County of Multnomah, State of Oregon, and is described as follows:**

SEE ATTACHED EXHIBIT "A"

**B. As of the effective date and according to the public records, we find title to the land apparently vested in:**

Tim Horst and Kelly Horst, as tenants by the entirety

**C. And as of the effective date and according to the public records. The land is subject to the following liens and encumbrances, which are not necessarily shown in the order of priority:**

1. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2017-2018.
2. Municipal Liens, if any imposed by the City of King City. NONE as of July 26, 2017.
3. Rights of the public to any portion of the Land lying within the area commonly known as roads and highways.
4. A deed of trust to secure an indebtedness in the amount shown below,  
Amount : \$400,000.00  
Dated : June 15, 2017  
Trustor/Grantor : Tim Horst and Kelly Horst  
Trustee : Lawyers Title of Oregon, LLC, an Oregon limited liability company  
Beneficiary : Bruce Bergey  
Recording Date : June 16, 2017  
Recording No. : 2017-048102
5. A deed of trust to secure an indebtedness in the amount shown below,  
Amount : \$750,000.00  
Dated : June 15, 2017  
Trustor/Grantor : Tim Horst and Kelly Horst  
Trustee : Lawyers Title of Oregon, LLC, an Oregon limited liability company  
Beneficiary : L&M Recreation LLC  
Recording Date : June 16, 2017  
Recording No. : 2017-048103
6. Rights of tenants, as tenants only, in unrecorded leaseholds.

NOTE: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year : 2016-2017

Amount : \$2,308.24

Account No. : R524427; Levy Code: 023.86; Map 2S116AC-00800

END OF REPORT

**End of Reported Information**

There will be additional charges for additional information or copies. For questions or additional requests, contact:

Escrow Officer: Frank Lambert, 503-220-8374 Fax: 503-228-7817  
E-Mail: [flambert@ltic.com](mailto:flambert@ltic.com)

Exhibit "A"

Being a portion of Lot 20, PEACHVALE, in the City of King City, County of Washington and State of Oregon, described as follows:

Beginning at an iron set on the East line of Lot 20, PEACHVALE, a subdivision of record in Section 16, Township 2 South, Range 1 West, in the Willamette Meridian, in the City of King City, County of Washington and State of Oregon, North 0° 03' 30" 15.0 feet from the Southwest corner thereof; and running thence along the East line of said Lot 20, North 0° 03' 30" 248.8 feet to an iron rod at the Northeast corner thereof; thence along the North line of said Lot 20, South 89° 25' West 310 feet to an iron rod; thence parallel with the East line of said Lot 20, South 0° 03' 30" East 248.9 feet to an iron rod set North 0° 03' 30" West 15.0 feet from the South line of said Lot 20; thence parallel with the South line of said Lot 20, North 89° 24' East 310.0 feet to the place of beginning.

EXCEPTING THEREFROM the South 30 feet of the aforescribed real property.

# ARTICLES OF ORGANIZATION



Corporation Division  
[www.filinginoregon.com](http://www.filinginoregon.com)

**E-FILED**  
Feb 15, 2018  
OREGON SECRETARY OF STATE

---

**REGISTRY NUMBER**

140936592

**TYPE**

DOMESTIC LIMITED LIABILITY COMPANY

**1. ENTITY NAME**

SUMMA LODGE HOMES LLC

**2. MAILING ADDRESS**

1925 NW AMBERGLEN PKWY STE 100  
BEAVERTON OR 97006 USA

**3. PRINCIPLE PLACE OF BUSINESS**

1925 NW AMBERGLEN PKWY STE 100  
BEAVERTON OR 97006 USA

**4. NAME & ADDRESS OF REGISTERED AGENT**

TIM L HORST

1925 NW AMBERGLEN PKWY STE 100  
BEAVERTON OR 97006 USA

**5. ORGANIZERS**

TIM L HORST

1925 NW AMBERGLEN PKWY STE 100  
BEAVERTON OR 97006 USA

**6. INDIVIDUALS WITH DIRECT KNOWLEDGE**

TIM L HORST

1925 NW AMBERGLEN PKWY STE 100  
BEAVERTON OR 97006 USA

**7. DURATION**

PERPETUAL

**8. MANAGEMENT**

This Limited Liability Company will be member-managed by one or more members



---

**9. OPTIONAL PROVISIONS**

The company elects to indemnify its members, managers, employees, agents for liability and related expenses under ORS 63.160 to 63.170.

I declare, under penalty of perjury, that this document does not fraudulently conceal, fraudulently obscure, fraudulently alter or otherwise misrepresent the identity of the person or any officers, managers, members or agents of the limited liability company on behalf of which the person signs. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

**ELECTRONIC SIGNATURE**

**NAME**

TIM L HORST

**TITLE**

ORGANIZER

**DATE SIGNED**

02-15-2018

## 8) PLAN SET





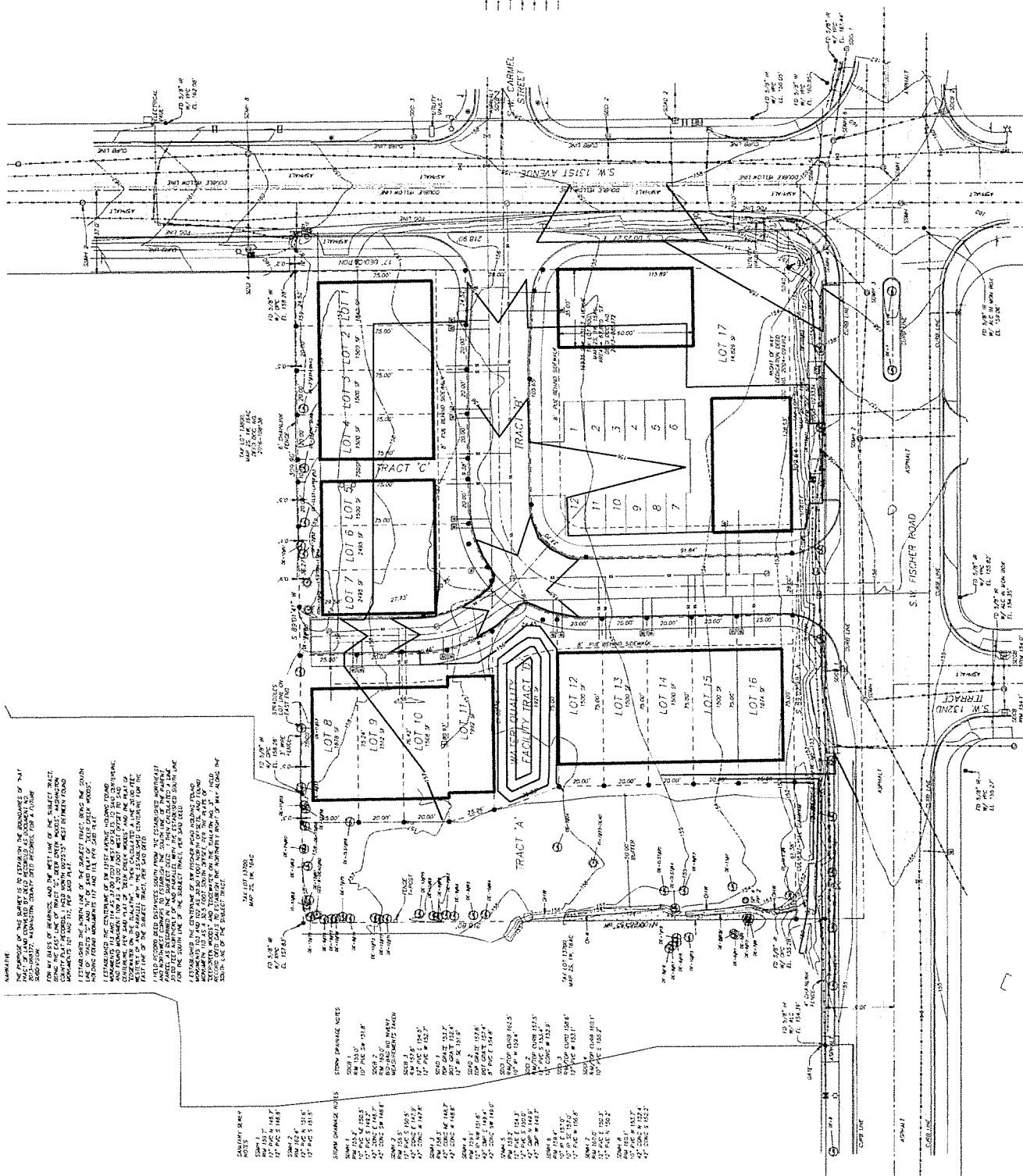
INCORPORATED  
4631 SW Millikan Way  
Beaverton OR 97005  
503-332-7167  
markdaneplanning@gmail.com

PROJECT NO. HOR-003  
FILE: 2/1/18  
DATE: 2/1/18  
DESIGNED: MSD  
DRAWN: MSD

SHEET TITLE  
COMPOSITE SITE PLAN  
SHEET NUMBER  
P3

GRAPHIC SCALE

0 10 20





## 9) TRAFFIC REPORT

## Technical Memorandum

**To:** Mark Dane, Mark Dane Planning

**From:** Michael Ard, PE

**Date:** August 8, 2018

**Re:** 131<sup>st</sup> / Fischer Project – Offset Intersection Analysis



21370 SW Langer Farms Pkwy  
Suite 142, Sherwood, OR 97140

This memorandum is written to provide information related to the operation and safety of a proposed offset intersection on SW Fischer Road west of SW 131<sup>st</sup> Avenue in King City, Oregon.

### ***LOCATION AND SITE DESCRIPTION***

The intersection of SW Fischer Road at SW 132<sup>nd</sup> Terrace is an existing T-intersection controlled by a stop sign on the northbound 132<sup>nd</sup> Terrace approach. The intersection is centered approximately 225 feet west of the centerline of SW 131<sup>st</sup> Avenue.

A proposed new development in the northwest corner of the intersection of SW Fischer Road and SW 131<sup>st</sup> Avenue would include construction of a new access intersecting SW Fischer Road and serving the residential and retail uses on the site. Due to the presence of a required wetlands setback at the west side of the subject property as well as the need to serve new development on both sides of the access, it is proposed to be centered approximately 46 feet east of the existing SW 132<sup>nd</sup> Terrace alignment.

### ***OFFSET INTERSECTIONS: BACKGROUND***

Before discussing the operation and safety of the proposed access configuration, it is appropriate to provide some background information regarding the safety and operation of offset intersections in general.

A typical four-way intersection with a single lane on each approach contains 32 conflict points. These include 16 crossing conflicts, 8 merging conflicts, and 8 diverging conflicts. The merging and diverging conflict points are primarily associated with increased risk of rear-end and sideswipe collisions, which occur between vehicles traveling in the same direction. The crossing conflict points are primarily associated with increased risk of angle collisions between vehicles traveling in different directions where their travel paths cross.

In contrast, a T-intersection with a single lane on each approach has significantly fewer conflict points. These include 3 crossing conflicts, 3 merging conflicts, and 3 diverging conflicts. Notably, this means that a pair of closely-spaced T-intersections has a total of just 18 conflict points, a significant reduction from an aligned intersection. For this reason, converting a four-way intersection to two T-intersections is sometimes considered in order to enhance intersection safety. Specifically, conversion to paired T-intersections would



typically be expected to slightly reduce the number of merging/diverging collisions, significantly reduce the number of left-turn collisions, and significantly decrease the number of angle collisions occurring at the intersections.

Typically, four-way intersections are selected over paired T-intersections for a variety of reasons. These include the desire to facilitate the flow of through traffic and emergency vehicles along aligned streets, the simplicity of providing aligned rights-of-way, and the desire to increase access spacing to reduce the total number of intersections along roadway segments. The potential safety benefits of offset T-intersections are also reduced within urban areas due to the typically lower speeds at which vehicle conflicts occur.

It should also be noted that where through volumes on the minor-street approaches are high, conversion to paired T-intersection is not desirable since the change would result in a significant increase in the number of turning movements occurring at each intersection.

In addition to the safety impacts of offset T-intersections, some operational impacts can be expected. These vary significantly based on the direction of offset as well as the distance between intersections. Accordingly, detailed discussion of the potential operational impacts is provided in the following section of this memorandum.

#### ***PROPOSED OFFSET ANALYSIS***

The proposed site access is offset approximately 46 feet to the east of SW 132<sup>nd</sup> Terrace. This alignment prevents overlaps between the minor-street left-turn movements but may result in overlaps between major-street left-turn movements and the following vehicle queues. Although no significant safety concerns are associated with this overlap, operational concerns may arise. Accordingly, some detailed discussion of the potential operational concerns as well as the likelihood of such overlaps is appropriate.

The proposed T-intersection offset can be referred to as a “left offset” configuration, in which each minor street approach is offset to the left of opposing minor-street approach. In this configuration, vehicles making left turns from the minor-street approaches do not experience conflicts with each other. Vehicles making right turns from the minor-street approaches may conflict with minor-street left-turns from the opposing approach; however, once they turn onto SW Fischer Road they become through traffic and are readily visible to the opposing minor-street approach. Accordingly, no operational or safety concerns are anticipated in association with the minor-street approach movements.

The proposed offset distance can also accommodate simultaneous major-street left turns without direct conflicts between the turning movements since the opposing vehicles will have passed each other prior to initiating their respective left-turn movements.



One potential concern that can arise is that if two opposing major-street left-turning vehicles both have following queues, the trailing queues can obstruct the left-turn movements, resulting in an impasse in which neither left-turning vehicle can complete their turn and through traffic on the major street is temporarily obstructed. Such an impasse is typically resolved when one or more vehicles within the following queue backs up to allow space for one of the vehicles to pass through the queue and complete the left turn.

The width of SW Fischer Road is sufficient to allow left-turning vehicles to wait within the center of the paved roadway while allowing through vehicles to pass on both sides, which reduces the chances of such an impasse. The distance between the intersections can accommodate one to two left-turning vehicles within the center of the roadway prior to potentially obstructing the through lanes. Queuing within the center of the roadway can occur with either a striped or unstriped (de facto) turn lane within the median. A diagram showing the alignment of vehicles within the through lanes, left-turn storage area and parking areas is attached to this memo to illustrate how the intersection would operate. For illustration purposes, a long two-way left-turn lane is shown passing through the intersections. Notably, the recessed parking areas along the north side of the roadway ensure that the roadway also has sufficient width to accommodate on-street parking in addition to the through and turning movements.

In this instance, the westbound left-turning volumes can be expected to be very low, since SW 132<sup>nd</sup> Terrace serves only 27 homes, all of which have alternate access available via SW Portia Lane and eight of which have garage access via a separate alleyway. The anticipated left-turn volume at this location is approximately 80 vehicles per day, with approximately 10-12 vehicles entering during the evening peak hour. This equates to an average of no more than one turn every five minutes. The eastbound left-turning volume is expected to be similarly low since most traffic will enter and exit the site from the east. Accordingly, the projected cumulative 95<sup>th</sup> percentile queue length for the two left-turn movements is one vehicle or less even during the peak hours. The anticipated left-turn queues can therefore be accommodated within the paved road width without obstructing the through travel lanes on SW Fischer Road.

### ***LONG-RANGE FUTURE ANALYSIS***

In addition to the near-term analysis of the intersection at the time of project build-out, it is appropriate to consider how conditions may change in the future. This is particularly important for this intersection due to the additional traffic that would be expected to result from development within the “Area 6D” urban reserve located west of the project site and accessible via SW Fischer road. With this anticipated growth added, traffic volumes along SW Fischer Road would be expected to increase considerably, and a traffic signal is ultimately expected to be needed for the intersection of SW Fischer Road at SW 131<sup>st</sup> Avenue.

As traffic volumes increase along SW Fischer Road, the severity of any potential “binding” incidents would also be projected to increase. With high volumes of through traffic, even rare and brief interruptions to the flow of traffic could result in rapid queue accumulation in both directions. Accordingly, it may be



appropriate to consider taking measures to reduce or eliminate the possibility of obstructions of through traffic in the future. It should be noted that significant obstructions to through traffic flow are still not anticipated in the long-range future due to the very low major street left-turn movement volumes; however, if operational concerns arise in the future the site access can be converted to right-in, right-out operation to eliminate any potential for overlaps between left-turn movements at the closely-spaced intersections.

Upon conversion of the intersection to right-in, right-out operation, it is anticipated that residents and patrons of the site that are leaving toward the east will need to use the site access on SW 131<sup>st</sup> Avenue opposite SW Carmel Street. Using this exit point will avoid the need for drivers to make an undesired turn to the west followed by maneuvering to return to the east.

Based on the analysis previously prepared for URA 6D by SCJ Alliance Consulting Services, the intersection of SW Fischer Road at SW 131<sup>st</sup> Avenue is projected to require signalization in the future. In order to determine how this site might operate in the future with the addition of vehicle queues associated with the potential traffic signal, an operational and queuing analysis was conducted. The analysis utilized the projected year 2035 traffic volumes from the URA 6D traffic analysis dated March 2018. Based on the analysis, the signalized intersection is projected to operate at level of service B and with relatively low average delays of 12.5 seconds per vehicle.

Based on the queueing analysis, the eastbound queues along SW Fischer Road are projected to extend up to 183 feet west of SW 131<sup>st</sup> Avenue during the evening peak hour. It should be noted that these queues may be even longer during the morning peak hour, since the eastbound traffic flows will be dominant at this intersection during the morning. These queue lengths are long enough to occasionally obstruct southbound left-turns from the proposed development onto SW Fischer Road. However, at least once every cycle of the traffic signal (approximately 60 seconds) there is projected to be space available to make southbound left turns from the proposed development onto SW Fischer Road. Drivers that do not wish to wait for gaps in the eastbound traffic queues may also choose to exit the site by turning onto SW 131<sup>st</sup> Avenue. Accordingly, the site access on SW Fischer Road is not projected to be significantly impacted by future traffic volumes on SW Fischer Road either with or without signalization at SW 131<sup>st</sup> Avenue.

Operation of the site access onto SW 131<sup>st</sup> Avenue was also considered for the long-range future. The projected 95<sup>th</sup> percentile queue length for the southbound approach under year 2035 conditions with full build-out of the URA 6D property was calculated to be 117 feet. The available storage length between SW Fischer Road and the proposed site access is approximately 115 feet. Accordingly, southbound queues are not projected to obstruct the site access on SW 131<sup>st</sup> Avenue even following signalization of the intersection.

Detailed operational analysis and queuing analysis worksheets are included in the technical appendix.



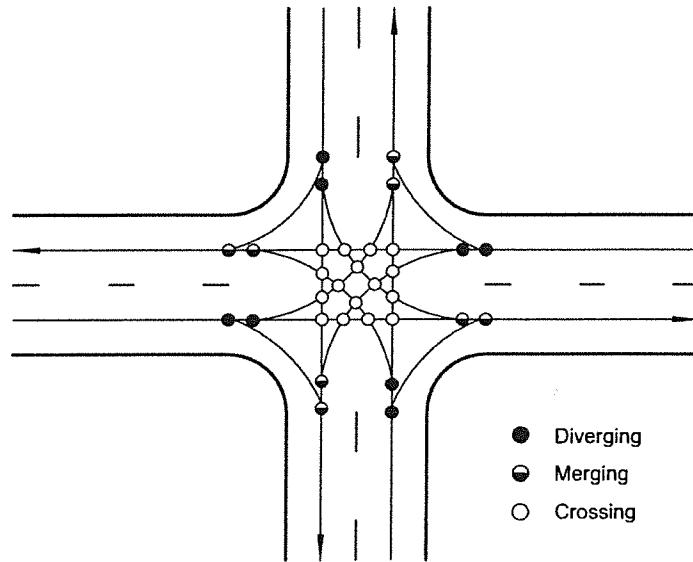
### ***CONCLUSIONS***

Based on the detailed analysis, the proposed offset alignment of the new access serving development on the north side of SW Fischer Road is not projected to result in any significant safety or operational concerns. Even with the addition of traffic from the URA 6D property and signalization of the intersection of SW Fischer Road at SW 131<sup>st</sup> Avenue, the site access intersections are projected to operate safely and efficiently without queuing obstructions.

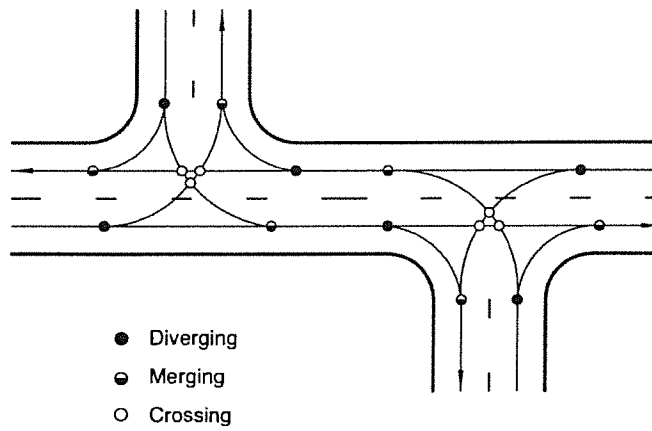
If operational concerns arise at any point in the future on SW Fischer Road at the site access due to left-turn conflicts, the intersection can be converted to right-in, right-out operation to eliminate any potential for overlaps between left-turn movements at the closely-spaced intersections. This conversion would not be projected to result in any significant secondary traffic safety or operational impacts as drivers divert to alternative travel routes.

If you have any further questions regarding this analysis, please feel free to contact me at any time.

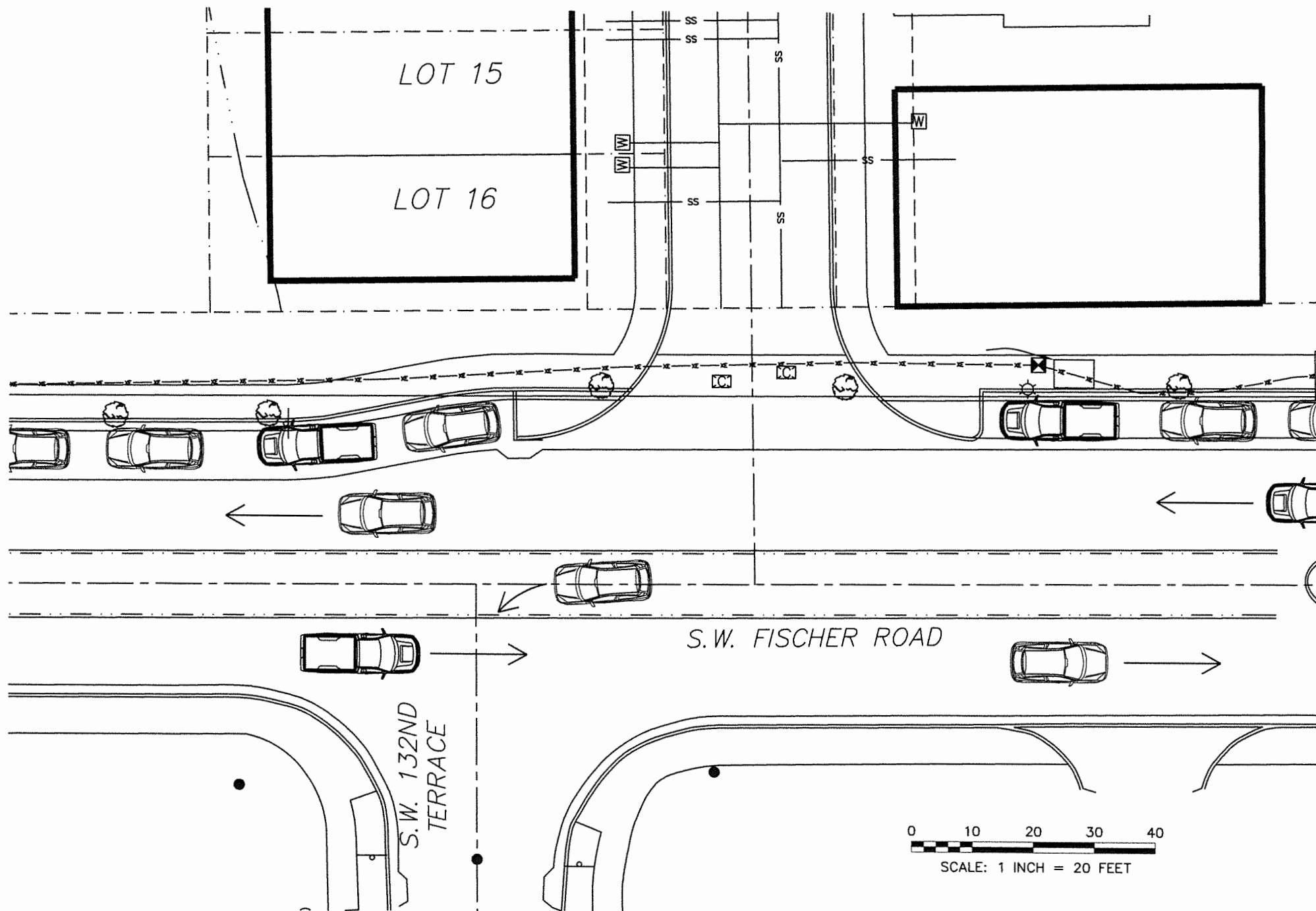
## Appendix



Conflict Points for a Four-Leg Intersection.






















Conflict Points for Two Offset T-Intersections



# HCM 6th Signalized Intersection Summary 1: SW 131st Avenue & SW Fischer Road

08/08/2018

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	25	415	10	75	605	25	5	25	40	125	35	30
Future Volume (veh/h)	25	415	10	75	605	25	5	25	40	125	35	30
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	27	451	11	82	658	27	5	27	43	136	38	33
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	234	815	20	387	799	33	87	259	364	457	126	89
Arrive On Green	0.45	0.45	0.45	0.45	0.45	0.45	0.38	0.38	0.38	0.38	0.38	0.38
Sat Flow, veh/h	757	1818	44	930	1784	73	33	685	965	903	334	235
Grp Volume(v), veh/h	27	0	462	82	0	685	75	0	0	207	0	0
Grp Sat Flow(s),veh/h/ln	757	0	1862	930	0	1857	1683	0	0	1472	0	0
Q Serve(g_s), s	1.7	0.0	9.4	3.7	0.0	16.7	0.0	0.0	0.0	3.4	0.0	0.0
Cycle Q Clear(g_c), s	18.3	0.0	9.4	13.1	0.0	16.7	1.5	0.0	0.0	4.9	0.0	0.0
Prop In Lane	1.00		0.02	1.00		0.04	0.07		0.57	0.66		0.16
Lane Grp Cap(c), veh/h	234	0	834	387	0	832	710	0	0	672	0	0
V/C Ratio(X)	0.12	0.00	0.55	0.21	0.00	0.82	0.11	0.00	0.00	0.31	0.00	0.00
Avail Cap(c_a), veh/h	357	0	1136	538	0	1133	710	0	0	672	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	20.5	0.0	10.5	15.3	0.0	12.5	10.5	0.0	0.0	11.4	0.0	0.0
Incr Delay (d2), s/veh	0.2	0.0	0.6	0.3	0.0	3.7	0.3	0.0	0.0	1.2	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	0.0	3.4	0.7	0.0	6.5	0.6	0.0	0.0	1.7	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	20.7	0.0	11.0	15.5	0.0	16.1	10.8	0.0	0.0	12.6	0.0	0.0
LnGrp LOS	C	A	B	B	A	B	B	A	A	B	A	A
Approach Vol, veh/h	489			767			75			207		
Approach Delay, s/veh	11.6			16.1			10.8			12.6		
Approach LOS	B			B			B			B		
Timer - Assigned Phs	2			4			6			8		
Phs Duration (G+Y+Rc), s	24.0			27.6			24.0			27.6		
Change Period (Y+Rc), s	4.5			4.5			4.5			4.5		
Max Green Setting (Gmax), s	19.5			31.5			19.5			31.5		
Max Q Clear Time (g_c+I1), s	3.5			20.3			6.9			18.7		
Green Ext Time (p_c), s	0.3			2.5			0.9			4.5		
Intersection Summary												
HCM 6th Ctrl Delay	13.9											
HCM 6th LOS	B											

Queuing and Blocking Report  
PM Peak Hour

08/08/2018

Intersection: 1: SW 131st Avenue & SW Fischer Road

Movement	EB	EB	WB	WB	NB	SB
Directions Served	L	TR	L	TR	LTR	LTR
Maximum Queue (ft)	80	195	125	316	74	145
Average Queue (ft)	21	111	57	173	30	68
95th Queue (ft)	58	183	126	271	64	117
Link Distance (ft)		1005		1089	801	673
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)	100		100			
Storage Blk Time (%)		8	0	18		
Queuing Penalty (veh)		2	2	13		

Network Summary

Network wide Queuing Penalty: 17

## Technical Memorandum

**To:** Mark Dane, Mark Dane Planning

**From:** Michael Ard, PE

**Date:** July 24, 2018

**Re:** 131<sup>st</sup> / Fischer Project – Offset Intersection Analysis



EXPIRES: 12/31/19



21370 SW Langer Farms Pkwy  
Suite 142, Sherwood, OR 97140

This memorandum is written to provide information related to the operation and safety of a proposed offset intersection on SW Fischer Road west of SW 131<sup>st</sup> Avenue in King City, Oregon.

### ***LOCATION AND SITE DESCRIPTION***

The intersection of SW Fischer Road at SW 132<sup>nd</sup> Terrace is an existing T-intersection controlled by a stop sign on the northbound 132<sup>nd</sup> Terrace approach. The intersection is centered approximately 225 feet west of the centerline of SW 131<sup>st</sup> Avenue.

A proposed new development in the northwest corner of the intersection of SW Fischer Road and SW 131<sup>st</sup> Avenue would include construction of a new access intersecting SW Fischer Road and serving the residential and retail uses on the site. Due to the presence of a required wetlands setback at the west side of the subject property as well as the need to serve new development on both sides of the access, it is proposed to be centered approximately 55 feet east of the existing SW 132<sup>nd</sup> Terrace alignment.

### ***OFFSET INTERSECTIONS: BACKGROUND***

Before discussing the operation and safety of the proposed access configuration, it is appropriate to provide some background information regarding the safety and operation of offset intersections in general.

A typical four-way intersection with a single lane on each approach contains 32 conflict points. These include 16 crossing conflicts, 8 merging conflicts, and 8 diverging conflicts. The merging and diverging conflict points are primarily associated with increased risk of rear-end and sideswipe collisions, which occur between vehicles traveling in the same direction. The crossing conflict points are primarily associated with increased risk of angle collisions between vehicles traveling in different directions where their travel paths cross.

In contrast, a T-intersection with a single lane on each approach has significantly fewer conflict points. These include 3 crossing conflicts, 3 merging conflicts, and 3 diverging conflicts. Notably, this means that a pair of closely-spaced T-intersections has a total of just 18 conflict points, a significant reduction from an aligned intersection. For this reason, converting a four-way intersection to two T-intersections is sometimes considered to enhance intersection safety. Specifically, conversion to paired T-intersections would typically



be expected to slightly reduce the number of merging/diverging collisions, significantly reduce the number of left-turn collisions, and significantly decrease the number of angle collisions occurring at the intersections.

Typically, four-way intersections are selected over paired T-intersections for a variety of reasons. These include the desire to facilitate the flow of through traffic and emergency vehicles along aligned streets, the simplicity of providing aligned rights-of-way, and the desire to increase access spacing to reduce the total number of intersections along roadway segments. The potential safety benefits of offset T-intersections are also reduced within urban areas due to the typically lower speeds at which vehicle conflicts occur.

It should also be noted that where through volumes on the minor-street approaches are high, conversion to paired T-intersection is not desirable since the change would result in a significant increase in the number of turning movements occurring at each intersection.

In addition to the safety impacts of offset T-intersections, some operational impacts can be expected. These vary significantly based on the direction of offset as well as the distance between intersections. Accordingly, detailed discussion of the potential operational impacts is provided in the following section of this memorandum.

#### ***PROPOSED OFFSET ANALYSIS***

The proposed site access is offset approximately 55 feet to the east of SW 132<sup>nd</sup> Terrace. This alignment prevents overlaps between the minor-street left-turn movements but may result in overlaps between major-street left-turn movements and the following vehicle queues. Although no significant safety concerns are associated with this overlap, operational concerns may arise. Accordingly, some detailed discussion of the potential operational concerns as well as the likelihood of such overlaps is appropriate.

The proposed T-intersection offset can be referred to as a “left offset” configuration. In this configuration, vehicles making left turns from the minor-street approaches do not experience conflicts with each other. Vehicles making right turns from the minor-street approaches may conflict with minor-street left-turns from the opposing approach; however, once they turn onto SW Fischer Road they become through traffic and are readily visible to the opposing minor-street approach. Accordingly, no operational or safety concerns are anticipated in association with the minor-street approach movements.

The proposed offset distance can also accommodate simultaneous major-street left turns without direct conflicts between the turning movements since the opposing vehicles will have passed each other prior to initiating their respective left-turn movements.

One potential concern that can arise is that if two opposing major-street left-turning vehicles both have following queues, the trailing queues can obstruct the left-turn movements, resulting in an impasse in which



neither left-turning vehicle can complete their turn and through traffic on the major street is temporarily obstructed. Such an impasse is typically resolved when one or more vehicles within the following queue backs up to allow space for one of the vehicles to pass through the queue and complete the left turn.

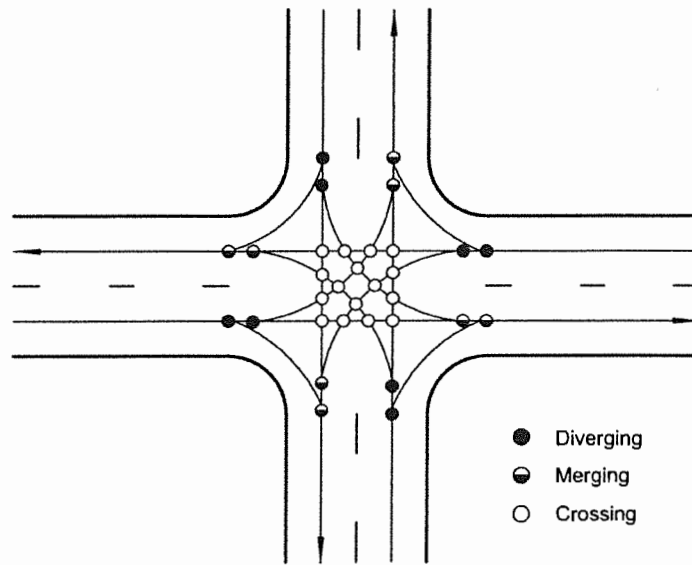
The width of SW Fischer Road is sufficient to allow left-turning vehicles to wait within the center of the paved roadway while allowing through vehicles to pass on both sides, which reduces the chances of such an impasse. The distance between the intersections can accommodate one to two left-turning vehicles within the center of the roadway prior to potentially obstructing the through lanes.

In this instance, the westbound left-turning volumes can be expected to be very low, since SW 132<sup>nd</sup> Terrace serves only 27 homes, all of which have alternate access available via SW Portia Lane and eight of which have garage access via a separate alleyway. The anticipated left-turn volume at this location is approximately 80 vehicles per day, with approximately 10-12 vehicles entering during the evening peak hour. This equates to an average of no more than one major-street left turn every five minutes. The eastbound left-turning volume is expected to be similarly low since most traffic will enter and exit the site from the east. Accordingly, the projected cumulative 95<sup>th</sup> percentile queue length for the two left-turn movements is one vehicle or less even during the peak hours. The anticipated left-turn queues can therefore be accommodated within the paved road width without obstructing the through travel lanes on SW Fischer Road.

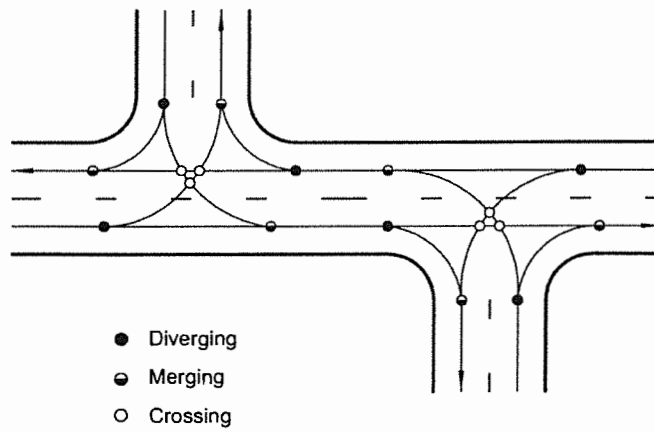
### ***CONCLUSIONS***

Based on the detailed analysis, the proposed offset alignment of the new access serving development on the north side of SW Fischer Road is not projected to result in any significant safety or operational concerns.

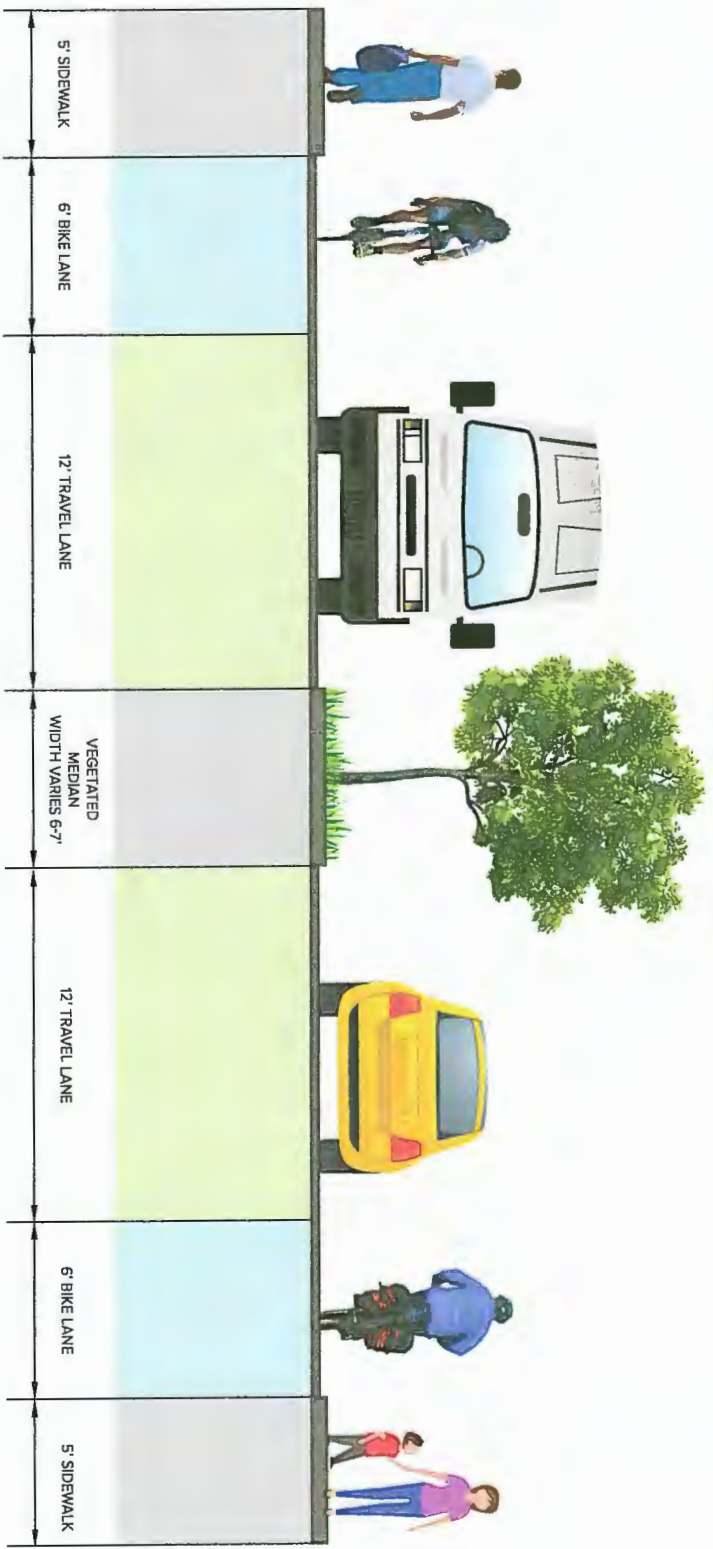
As traffic volumes increase on SW Fischer Road in the future due to future development within the urban growth area west of SW King Lear Way, the unobstructed flow of major-street traffic will become increasingly important. Although obstructions of through traffic flow are not anticipated, if operational concerns arise in the future the site access can be converted to right-in, right-out operation to eliminate any potential for overlaps between left-turn movements at the closely-spaced intersections.



Conflict Points for a Four-Leg Intersection.

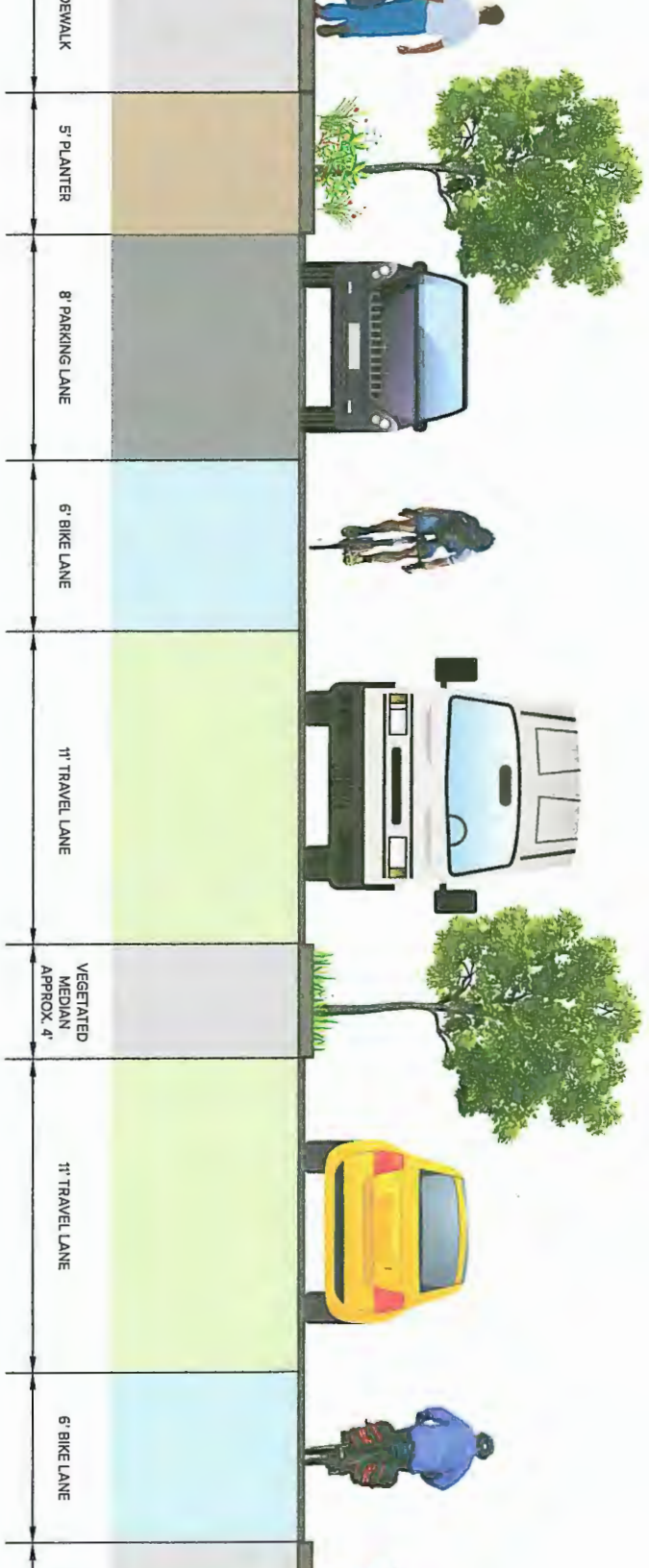


Conflict Points for Two Offset T-Intersections



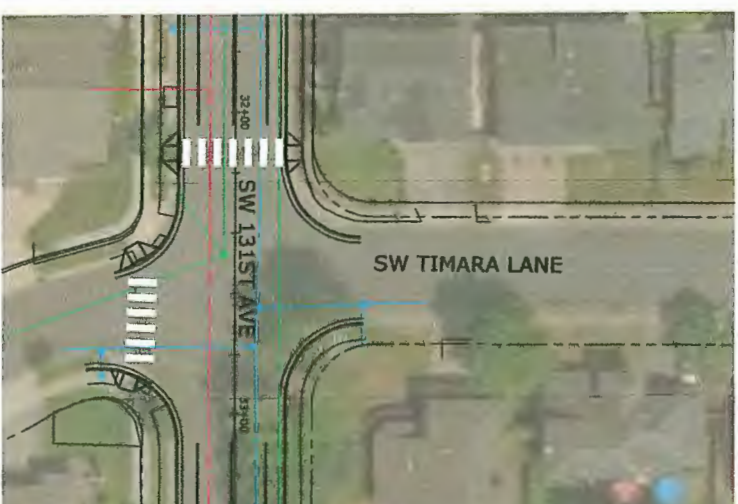
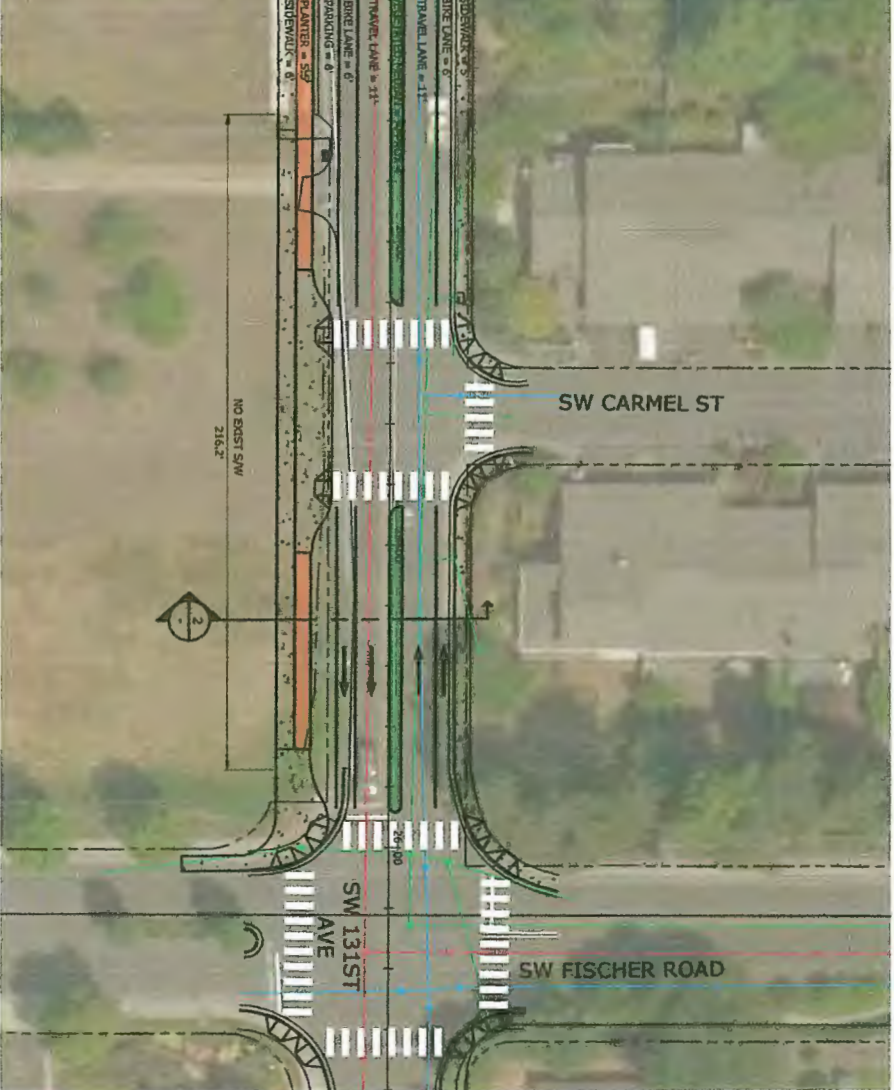
SW 131st Ave | Conceptual Cross Section, Station 3+75+/- to 15+00+/-





SW 131st Ave | Conceptual Cross Section, STA 15+00+/- to STA 26+00+/-





SW 131ST AVENUE  
IMPROVEMENTS  
CONCEPTUAL DESIGN



# APPLICATION FOR APPOINTMENT TO BOARD or COMMISSION



Name: REYNOLDS , BILLIE I Date: 11-23-2018  
Last First Middle

Home Address: 4777 SW. QUEEN ELIZABETH ST, Apt. 203

City/State/Zip: KING CITY, OR 97224

Is this address within the City? Yes I've lived in King City since: 2003

Telephone No.: 503-716-8098 - -  
Home Work Cell/Mobile

E-Mail Address: zzreynolds@juno.com

Are you a registered Voter in the State of Oregon? Yes

Present Occupation: Retired

Which Committee(s) would you like to be appointed to?

**Dates of meetings are listed at the end of this application.**

**Please make sure those dates work with your schedule before you apply.**

- ☐ City Council\*
- ☐ Budget Committee
- ☒ Planning Commission
- ☐ Other

Employment, professional, and volunteer background:

See attached

4. Describe your involvement in relevant community groups and activities. (Lack of previous involvement will not disqualify you from consideration.)

*I wrote the 50<sup>th</sup> Anniversary History booklet for King City.*

Signature: *Billie L. Reynolds*

Date: *11-23-2018*

**Meeting dates** (all meeting dates are subject to change or additions)

- City Council\* - meets the First and Third Wednesday of the month
- Budget Committee – meets in April-May to consider City budget for new fiscal year
- Planning Commission – Fourth Wednesday of the month

Please be advised members of the City Council, the Planning Commission are required to file an annual **Statement Of Economic Interest** with the State of Oregon. A sample reporting form is available from the City Records Office at 15300 SW 116th Ave, King City, OR 97224 indicating the type of information you will be required to disclose if you are appointed.

**For office use only:**

Date Received:
Date Considered:
Action by Council:
Term Expires:

**Please return this form to:**

City Recorder 15300 SW 116th Ave King City, OR 97224 503-639-4082 503-639-3771(FAX) <a href="mailto:rsmith@ci.king-city.or.us">rsmith@ci.king-city.or.us</a>
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\*The Council members are elected at large by City voters and serve four-year terms. 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).

Previous City appointments, offices or activities

I served as a City Councilor for 5 years, I believe, finishing a term then being elected for four years.

**1. What experience/training/qualifications do you have for this particular board or commission?**

My work history has been broad as co-owner of an advertising agency; Executive Director of National School Transportation Assoc.; 23 years with Sun America and AIG as Financial Representative and Ins. Agent; Planner for many large national conventions & Board Meetings; Secretary to the Administrative Board Scottsdale United Methodist Church; Editor of Oregon Blue Book 1970; and active in many local groups in a variety of actions.

**2. What specific contribution do you hope to make?**

I wish to utilize the knowledge that I have gained serving on City Council for the variety of plans and needs of total King City, both the KC CA area and the new areas.

**3. What community topics concern you that relate to this board or commission? Why do you want to become a member?**

I believe that I understand the needs for King City and can help keep the big picture in the planning so that we are true to the dreams, goals and genuine needs of the community

**4. Activities**

For 12 years I managed the monthly musicals for King City, booking bands, finding food, publicity and doing whatever was needed to make this a wonderful opportunity for the people to enjoy. I have worked for 16 years with voter groups, citizen groups to register people, to bring petitions to the people, help with elections; There is more, but that is sufficient to show my dependability and scope of concerns.

Previous City appointments, offices or activities

I served as a City Councilor for 5 years, I believe, finishing a term then being elected for four years.

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**Request for Proposals**  
**for**  
**King City Community Park Improvements**

Issue Date: January 18, 2019

Proposal Due Date: February 18, 2019, at 2:00PM

City of King City, Oregon  
Attn: Mike Weston  
City Hall  
15300 SW 116<sup>th</sup> Ave.  
King City, OR 97224  
(503) 639-4082

**Request for Proposals**  
King City Community Park Improvements

The City of King City (City) is seeking proposals from qualified and experienced contractors to provide Construction services to the City for smoothing and planting the Community Park play field to be safe for recreational activities, to reduce some of the pocketing for water movement, and to install drainage (the "Project"). The City's objective is to enter into an Agreement that will provide these comprehensive services.

The City's expectation of any proposer the City contracts with is that the proposer's values align with the City's values of highly ethical conduct, fiscal responsibility, respect for the City and others, and responsiveness to the City's residents, customers, and stakeholders.

The Request for Proposals (RFP) documents, and any addenda thereto, may be obtained at [http://www.ci.king-city.or.us/bid\\_posting/index.php](http://www.ci.king-city.or.us/bid_posting/index.php).

A mandatory site walkthrough for all bidders will be held on **Monday, January 28<sup>th</sup> at 12:00PM** at King City Community Park, 17470 SW Montague Way, King City, OR, 97224 (the "Project Site"). Attendance shall be a precondition of bidding on the Project.

Successful proposers will be asked to sign an agreement with the City, attached as part of the documents issued with this RFP (the "Agreement"). The City will require, among other things, specific levels of insurance, a King City business or Metro Business registration, and a tax identification number. Proposers must evaluate this Agreement and agree with the terms and conditions contained therein unless written objections are included as addenda with their proposal. The City will review the addenda and content of any such objection in the proposal evaluation process. Objections after the awarding of the contract will not be considered and are grounds for subsequent denial of the contract.

Proposals shall be submitted either in a sealed envelope or by email plainly identifying the RFP and proposer's name and address. Proposals shall be delivered to the City of King City, City Hall, Attn: Mike Weston, City Manager, 15300 S.W. 116<sup>th</sup> Avenue, King City, Oregon 97224 or emailed to [mweston@ci.king-city.or.us](mailto:mweston@ci.king-city.or.us); cc: [rsmith@ci.king-city.or.us](mailto:rsmith@ci.king-city.or.us).

Proposals will be received until 2:00PM on February 18, 2019, for the purpose of selecting a proposer to provide Construction services to the City for smoothing and planting the play field to be safe for recreational activities and reduce some of the pocketing for water movement and to install drainage. Proposals received after the 2:00PM deadline will not be considered and will be returned unopened to the proposer(s).

For additional information regarding this RFP, please contact the City Manager, Mike Weston, at (503) 639-4082 or by email at [mweston@ci.king-city.or.us](mailto:mweston@ci.king-city.or.us); cc: [rsmith@ci.king-city.or.us](mailto:rsmith@ci.king-city.or.us). The City reserves the right to reject any and all proposals or to negotiate individually with one or more proposers, and to select one or more proposers if determined to be in the best interest of the City.

This project is a public works subject to ORS 279C.800 to 27C.870. All contractors and subcontractors will be required to comply with the applicable provisions of state and federal prevailing wage requirements pursuant to ORS 279C.830.

Dated this January 18, 2019

## **I. INTRODUCTION**

The City of King City (the "City") is seeking the services of a qualified contractors to provide Construction services to the City for smoothing and planting the play field to be safe for recreational activities and reduce some of the pocketing for water movement and to install proper drainage (the "Project"). The site of the Project (the existing play field) is approximately 4,785 SF located in central King City.

Anticipated start date is on or around March 15, 2019, with Substantial Completion, per the attached Contract, by August 10, 2019.

## **II. PROJECT BACKGROUND AND DESCRIPTION**

The City of King City ("City") is a suburban city of approximately 4200 citizens surrounded on the north and east sides by the City of Tigard, the south side by the Tualatin River and the City of Tualatin, and by developing and rural Washington County on the north and west sides. Originally developed as a Planned Unit Development, expressly as a retirement community, it was incorporated in 1966. The City of King City has seen a rapid growth expansion with several new subdivisions currently under construction. The population is expected to double within the next 5-10 years.

The City is a Council-Manager form of government. The citizens elect a seven-member City Council which in January of odd-numbered years selects one of their own to be the Mayor for a 2-year term. The City Manager, who is appointed by the City Council, is responsible for the management and administration of the City and its employees. City services include police, municipal court, streets, water, sewer, and stormwater.

The City is soliciting the services for qualified General Contractor services ("Contractor") to construct improvements at the King City Community Park, 17470 SW Montague Way, King City, OR, 97224 (the "Project Site"). Contractor will smooth and plant the play field at the Project Site (the "Facility") to be safe for recreational activities, to reduce some of the pocketing for water movement, and to install drainage improvements. The Facility is approximately 2.6 acres and was constructed in 2006.

The selected Contractor will have the following responsibilities and services related to this Project (the "Scope of Work"), including, but not limited to the following tasks:

- a. Install a sub-surface drainage system as approved by City on the play field.
- b. Supply all labor, equipment, and materials to install a drainage system as designed.
- c. Provide an as-built upon completion of project.
- d. Utilize previously installed 4" crossing and pipe as export for the other side of field.
- e. Perform all trenching using laser guided, machine-controlled equipment that conveys trenching spoils directly into a trailer unit. Spoils shall not hit the ground.
- f. Place lateral drain lines every ten feet (10') on center. On occasion the edges may be slightly closer spaced to avoid irrigation system (if possible). Lateral lines are to be two inch (2") perforated pipe and collector lines to be four inch (4") perforated pipe, all piping to have tracer wire. The start of the collector pipes will have a buried clean out.
- g. Daylight collector pipes into existing swales with "stilling basins" for erosion control.
- h. Trench areas next to fences, buildings, backstops, and infield dirt, paved surfaces, etc. as close as possible. Adjustments will be made in order to drain the areas as thoroughly as possible, realizing that the ditches may exceed 10 foot centers on occasion.
- i. Backfill all trenches with sand.
- j. "Top" trenches with a specialized mixture that promotes rapid seed germination, moisture retention, and stability.
- k. Spread-out material excavated from trenches in the area along the "high tension lines".
- l. Clean-up all construction debris directly related to drainage installation.
- m. Provide all equipment and labor to complete smoothing as listed below.
- n. Treat Facility with a broad leaf weed control one week prior to starting work.
- o. Mow Facility down to 1" with clippings removed.

- p. Protect existing irrigation heads as deemed necessary during smoothing processes (some may need removal and reinstallation).
- q. Install a 4" (four inch) perforated drain line along the edge of the North sidewalk to intercept water from the hillside. Pipe shall "daylight" into the swale area SE or SW of the field.
- r. Utilize Koro TopMaker, or equivalent equipment, to remove excessive thatch, smooth surface, and expose significant low/high spots. Depth of removal shall be between ½ and ¾" (one half and three quarters of an inch).
- s. Transport material collected from Koro (or equivalent) to the powerline area for spreading later (approximately 200-300 yards).
- t. Utilize our land plane to help cut off some of the larger mounds and fill in some low areas in order to smooth the plane of the field.
- u. Aerate the disturbed area with a "fairway aerator," utilizing a close spacing to relieve compaction and help adhere newly placed sand to existing material.
- v. Import 150 (one-hundred and fifty) yards of sand to topdress the surface and help smooth minor undulations.
- w. Broom and "float" the surface to help smooth and fill in minor undulations.
- x. Apply fertilizer (650#), lime (4,500#), and mycorrhizal inoculants to prepared area before seeding.
- y. Slice seed area in one direction at a rate of ten pounds per thousand square feet with perennial rye grass seed.
- z. Slice seed area in one direction at a rate of four pounds per thousand square feet with Kentucky Bluegrass seed.
- aa. Patch the cut across the walkway with "cold patch."
- bb. Clean-up all construction-generated debris.
- cc. Manage irrigation times, fertilization, spot-seeding, and mowing, from day after field is seeded until October 1, 2019. Height to be kept at 1.5" and mowed as often as needed (intent is to not remove more than 1/3 of plant blade per mow). The City wants a fully playable surface by August 10, 2019.

The envisioned improvements to the Facility will promote a feeling of relaxation, comfort, and confidence for the City's users and stakeholders. The City's goal is to improve the playing field into a usable soccer and baseball field.

The project funding will be through the City's general fund.

### **III. ISSUANCE OF RFP DOCUMENTS**

The Request for Proposals (RFP) documents may be obtained at no cost from the City of King City website at [http://www.ci.king-city.or.us/bid\\_posting/index.php](http://www.ci.king-city.or.us/bid_posting/index.php).

Mike Weston, City Manager, is the sole point of contact for all questions, concerns, and protests related to this RFP. He may be reached at (503) 639-4082, or by email at [mweston@ci.king-city.or.us](mailto:mweston@ci.king-city.or.us); cc: [rsmith@ci.king-city.or.us](mailto:rsmith@ci.king-city.or.us).

### **IV. PROPOSAL SUBMISSION**

Sealed proposals shall be submitted by 2:00PM on February 18, 2019, in pdf format via email, in person, or by U.S. Postal Service to:

City of King City, Oregon  
 Attn: Mike Weston  
 City Hall  
 15300 SW 116<sup>th</sup> Ave.  
 King City, OR 97224  
[mweston@ci.king-city.or.us](mailto:mweston@ci.king-city.or.us); cc: [rsmith@ci.king-city.or.us](mailto:rsmith@ci.king-city.or.us).

If proposals are submitted in-person or by U.S. Postal Service, each Proposer must provide (1) electronic copy in pdf format and seven (7) hard copies of their proposal, including attachments, in type-written format sealed in an envelope plainly identifying requested services and proposer's name and address. If submitted via email, the

proposal, including attachments, shall be in pdf format. Proposals shall be addressed and submitted to the above location by the deadline. Phone and facsimile proposals will not be accepted. There will be no formal opening of proposals.

Proposals must be clear, succinct, and limited to 20 pages. Section dividers, title page, table of contents, and cover letter do not count toward the overall page count of the proposal. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

Proposals shall be printed double-sided. The City requests that submittal materials contain post-consumer recycled content and be readily recyclable. The City discourages the use of materials that cannot be readily recycled, such as PVC binder, spiral bindings, and plastic or glossy covers or dividers. One page is considered to be one side of a single 8 ½" x 11" sheet.

#### **A. SCHEDULE OF EVENTS**

The City anticipates the following general timeline for receiving and evaluating the proposals and selecting a proposer. This schedule is subject to change if it is in the City's best interest to do so.

• Posting of RFP	January 18, 2019
• Mandatory Site Walk	January 28, 2019
• Deadline for clarifications/questions/changes to RFP	February 3, 2019
• Deadline for Protests of RFP	February 3, 2019
• RFP Addenda Deadline	February 8, 2019
• Proposal Due	February 18, 2019
• Evaluation of Proposals and Interviews	February 20, 2019
• Posting Notice of Intent to Award	February 21, 2019
• Deadline for Protests of Award	February 28, 2019
• Notice of Award	March 1, 2019
• Commencement of Agreement	Approx. March 5, 2019

#### **B. CHANGES TO SOLICITATION BY ADDENDA**

The City reserves the right to make changes to the RFP by written addenda. Addenda shall be sent to all prospective proposers known to have obtained the solicitation documents at the time addenda are issued.

Proposers should consult the City's website ([http://www.ci.king-city.or.us/bid\\_posting/index.php](http://www.ci.king-city.or.us/bid_posting/index.php)) regularly until the proposal due date and time to assure that they have not missed any addendum announcements. By submitting a proposal, each Proposer thereby agrees that it accepts all risks, and waives all claims, associated with or related to its failure to obtain addendum information.

A prospective Proposer may request a change in the RFP by submitting a written request to the address set forth in Section VI. The request must specify the provision of the RFP in question, and contain an explanation of the requested change. All requests for changes to the RFP must be submitted to the City no later than the date set forth in Section V(A).

The City will evaluate any request submitted, but reserves the right to determine whether to accept the requested change. Changes that are accepted by the City shall be issued in the form of an addendum to the RFP. All addenda shall have the same binding effect as though contained in the main body of the RFP. Written or oral instructions or information concerning the scope of work of the project given out by anyone other than Mike Weston shall not bind the City.

No addenda will be issued later than the date set in Section V(A), except an addendum, if necessary, postponing the date for receipt of proposals, withdrawing the invitation, modifying elements of the proposal resulting from delayed process, or requesting additional information, clarification, or revisions of

proposals leading to obtaining best offers or best and final offers. Each Proposer is responsible for obtaining all addenda prior to submitting a proposal. Receipt of each addendum shall be acknowledged in writing as part of the proposal.

**C. CONFIDENTIALITY**

All information submitted by Proposers shall be public record and subject to disclosure pursuant to Oregon Public Records law, except such portions of the proposals for which Proposer requests exemption from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the proposal the Proposer requests exemption from disclosure. Proposer shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the City as a result of this RFP. Proposer should not mark the entire proposal document "Confidential."

Proposals shall not be available for public inspection until after an agreement is awarded and entered into.

**D. CANCELLATION**

The City reserves the right to cancel contract award at any time before execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of contract award.

**E. LATE PROPOSALS**

All proposals that are not received by the proposal due date in Section V(A) will not be considered and will be returned unopened to the Proposer(s). Phone and facsimile proposals will not be accepted. Delays due to mail and/or delivery handling, including, but not limited to delays within the City's internal distribution systems, do not excuse the Proposer's responsibility for submitting the proposal to the correct location by the proposal due date.

**F. DISPUTES**

In case of any doubt or differences of opinion as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

**G. PROPOSER'S REPRESENTATION**

Proposers, by the act of submitting their proposals, represent that:

- i. They have read and understand the proposal documents and their proposal is made in accordance therewith;
- ii. They have familiarized themselves with the local conditions under which the work will be performed;
- iii. Their proposal is based upon the requirements described in the proposal documents without exception, unless clearly stated in the response.

**H. CONDITIONS OF SUBMITTAL**

By the act of submitting a proposal in response to this RFP, the Proposer certifies that:

- i. The Proposer and each person signing on behalf of any Proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or part by the City, has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the Proposer's response to this solicitation.

- ii. The Proposer has examined all parts of the RFP, including all requirements and Agreement terms and conditions thereof, and, if its proposal is accepted, the Proposer shall accept the Agreement documents thereto unless substantive changes are made in same without the approval of the Proposer.
- iii. The Proposers, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal, or in the proposed contract.
- iv. The Proposer has quality experience providing requested services in a capacity similar to the duties outlined within the scope of services.

**I. PROPOSER REQUESTS INTERPRETATION OF REQUEST FOR PROPOSAL DOCUMENTS**

Proposers shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of the proposal documents. Proposers requiring clarification or interpretation of the proposal documents shall make a written request for the same to the City Manager, Mike Weston.

The City shall make interpretations, corrections, or changes to the proposal documents in writing by published addenda in accordance with Section V(B). Interpretations, corrections, or changes to the proposal documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes.

**J. PROPOSER REQUESTS FOR ADDITIONAL INFORMATION**

Requests for Information for City services, programs, or personnel, or any other information shall be submitted in writing to the City Manager, Mike Weston, prior to the deadline to request additional information stated in Section V(A).

The City shall respond to requests for additional information in writing by published addenda in accordance with Section V(B). Responses to requests for additional information made in any other manner will not be binding.

**K. COMPETITION**

Proposers are encouraged to comment, either with their proposals or at any other time, in writing, on any specification or requirement with this RFP, which the Proposer believes, will inordinately limit competition.

**L. COMPLAINTS AND INEQUITIES**

All complaints or perceived inequities related to the RFP or award of work referenced herein shall be in writing and directed to the City Manager, Mike Weston, in accordance with the requirements stated in Section VII(A). Such submittals will be reviewed upon receipt and will be answered in writing.

**M. COST OF REQUEST FOR PROPOSALS AND ASSOCIATED RESPONSES**

The City is not liable for any costs incurred by a Proposer in the preparation and/or presentation of a proposal. The City is not liable for any cost incurred by a Proposer in protesting the City's selection decision.

**N. CITY REQUESTS FOR CLARIFICATION, ADDITIONAL RESEARCH & REVISIONS**

The City reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the proposal.

The City may obtain information from any legal source for clarification of any proposal or for information of any Proposer. The City need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of the responsible Proposer. Information may include, but shall not necessarily be limited to current litigation and contracting references. All such documents, if requested by the City, become part of the public records and may be disclosed accordingly.

The City reserves the right to request revisions of proposals after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers.

**O. REJECTION OF PROPOSALS**

The City reserves the right to reject any or all Proposals received as a result of this RFP. Proposals may be rejected for one or more of the following reasons, including but not limited to:

- i. Failure of the Proposer to adhere to one or more of the provisions established in the RFP.
- ii. Failure of the Proposer to submit a proposal in the format specified herein.
- iii. Failure of the Proposer to submit a proposal within the time requirements established herein.
- iv. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the proposal process.

The City may reject any proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all proposals upon a finding of the City that it is in the public interest to do so.

**P. MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER**

A Proposal may not be modified, withdrawn, or canceled by the proposer for 60 calendar days following the time and date designated for the receipt of proposals. Proposals submitted early may be modified or withdrawn only by notice to the City, at the Proposal submittal location, prior to the proposal due date. Such notice shall be in writing over the signature of the Proposer and submitted to the City Manager, Mike Weston. All such communication shall be so worded as not to reveal material contents of the original Proposal.

Withdrawn proposals may be resubmitted up to the proposal due date and time, provided that they are then fully in conformance with the RFP.

**Q. PROPOSAL OWNERSHIP**

All Proposals submitted become and remain the property of the City and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.311 to ORS 192.431. Unless certain pages or specific information are specifically marked "proprietary" and qualify as such within the context of the regulations stated in the preceding paragraph, the City shall make available to any person requesting information through the City processes for disclosure of public records, any and all information submitted as a result of this RFP without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

**R. DURATION OF PROPOSAL**

Proposal terms and conditions shall be firm for a period of at least 60 days from the proposal due date. The successful proposal shall not be subject to changes of terms if accepted during the 60-day period. Changes in terms by others after the acceptance of a proposal will not be considered.

**S. AFFIRMATIVE ACTION/NONDISCRIMINATION**

By submitting a proposal, the Proposer agrees to comply with the Fair Labor Standard Act, Civil Rights Act of 1964, Executive order 11246, Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes. By submitting a proposal, the Proposer specifically

certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

**V. PROPOSAL AND PROPOSER REQUIREMENTS**

Proposer shall respond to specific criteria that shall facilitate proposal evaluation. All proposals submitted in response to this RFP must include the following:

**A. INTRODUCTORY LETTER**

The letter shall name the person(s) authorized to represent the individual or firm in any negotiations and name of the person(s) authorized to sign any Agreement that may result. An authorized representative for the firm shall sign the proposal letter.

**B. QUALIFICATIONS**

This criteria relates to the individual or firm's capabilities and resources in relation to this project.

**i. Team Capacity and Relevant Experience**

- Provide an organization chart showing all proposed pre-construction and construction phase staff for the project (to the Superintendent staff level). Indicate your firm's binding commitment to assign these personnel to the project through project completion.
- Provide brief descriptions, relevant experience and available capacity, including anticipated time allocation for this project, for key personnel on the project.
- For each individual listed on your proposed organizational chart, provide at least two references; highlighting the following:
  - Recently completed public/government/municipal projects.
- Describe three (3) projects you feel are comparable to this Project which have been completed within the last five (5) years and managed by the project manager proposed for this project, including:
  - A description of the relevance of the example projects to the Project and Services included in this solicitation, including descriptions of how outstanding issues and projects constraints were addressed and resolved.
  - A description of project types, location, size, duration and objectives; a list of key project staff and their roles; tasks performed by the Respondents to fulfill the objectives of the project; the project budget, and whether the schedule and budget were met.

**ii. Management Plan**

Describe your company's approach to providing the desired management services for the project, answering, at a minimum, each of the following questions:

- How will your company maintain good relations and foster open and productive communications with the City, the Project Team, and other parties directly involved in the Project? How will you avoid or resolve conflicts?
- What actions do you consider necessary to achieve the cost objectives of the project? What potential constraints do you foresee, and how would you resolve them?
- Describe how construction schedules and cost estimates will be developed and compiled during design. How will estimates be developed both for in-house capabilities as well as subcontractor trades such as mechanical and electrical?

- How would you track and control project costs during design? How would you track and control costs during construction? What steps will you take to minimize change orders?

**iii. Project Approach**

Describe your company's unique experience and project approach which will ensure a successful project. At a minimum, please address the following topics:

- Describe your company's experience with the design and construction of public facilities and how your previous experiences will benefit the City.
- Describe your company's experience with drainage projects and describe any challenges you foresee.

**C. CONTRACT SUM PROPOSAL**

Using Attachment #2 to this RFP, submit your company's contract sum proposal for performing the tasks listed in the Scope of Work at Section II of this RFP.

**D. AGREEMENTS**

The following agreements will be utilized for this project:

**i. Standard Short Form of Agreement Between Owner and Contractor**

AIA Document A105 – 2017, as modified – Attachment #1

Each Proposer must evaluate these Agreement forms and their Scopes of Work, and thereby agree with the terms and conditions (including insurance limits) contained therein unless written objections including reasons that it would be in the best interest of the City to accept the proposed changes are provided. The City will review the addenda and content of any such objection in the proposal evaluation process.

**E. ADDENDA**

All Proposers shall submit all Addenda of this RFP as part of the proposal. Receipt of each Addendum, if any, shall be acknowledged by the Proposer by signing in the appropriate designated location. Each Proposer shall ascertain, prior to submitting a proposal, that the proposer has received all Addenda issued by the City.

**F. PROPOSER REQUIREMENTS**

Any proposer submitting a proposal must meet the following minimum requirements:

- i. All proposals must contain a statement that "the submitter of this proposal agrees to be bound by and will comply with the provisions of 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148;
- ii. All Proposers must be registered with the Construction Contractors Board;
- iii. All proposals must contain the proposer's certification of nondiscrimination in obtaining required subcontractors in accordance with ORS 279A.110(4). *See also* OAR 137-049-0440(3).
- iv. All Proposers must be licensed to perform business in the State of Oregon;
- v. All Proposers must have been in business as a firm for at least five (5) years;
- vi. All Proposers must be experienced in those services requested of the City;

- vii. All Proposers must agree to execute the City's Agreements, if awarded; and
- viii. All Proposers must carry required insurance and where allowed by the policy, shall name the City an additional insured.

#### **VI. SELECTION COMMITTEE & INTERVIEW PANEL**

A selection committee will be comprised of at least four (4) members and an interview panel will be comprised of at least four (4) members. The interview panel may or may not consist of the same selection committee members. The interview panel will score each candidate for the Interview and Presentation criteria only and add it to the existing score evaluated by the selection committee. Each proposal shall be evaluated on its completeness and quality in accordance with the criteria identified in this RFP. The City of King City has the right to require any clarification or change needed to understand the Proposer's approach to the project.

For each Proposer selected to interview and present, the person(s) that will act as project manager and superintendent throughout the project must attend the interview and presentation. No substitutions of personnel shall be made during any phase of the project without the advance written consent of the City Manager.

Each proposal shall be evaluated as a demonstration of the proposer's capabilities and understanding of the project. Evaluation criteria and weighting factors shall be as follows:

<b>Criteria</b>	<b>Maximum Points</b>
Proposal submitted on time	Pass / Fail
Introductory Letter	5
Team Capacity and Relevant Experience	20
Management Plan	20
Project Approach	20
Fee Proposal	10
Agreements	15
Overall quality of response and conformance with RFP requirements	10
<b>TOTAL</b>	<b>100</b>

The selection committee shall select the three (3) highest-scored Proposers whose proposals evidence the highest level of qualification and experience to proceed to an oral interview and presentation. Should fewer than three (3) proposals be received, then each prospective Proposer submitting a proposal that meets minimum requirements will be interviewed. The selection committee will re-score each candidate following the oral interview and presentation.

The City reserves the right to:

- Reject any and all proposals not in compliance with all public procedures and requirements;
- Reject any proposal not meeting the specifications set forth herein;
- Waive any or all irregularities in proposals submitted;

- Award any or all parts of any proposal; and
- Request references and other data to determine responsiveness.

Following evaluations and interviews of the proposers, the City will provide to all Proposers written notice of its intent to award the contract to the Proposer who best meets the overall needs of the City.

## **VII. PROTEST PROCEDURES**

Any and all complaints regarding this solicitation must be presented in writing no less than seven (7) calendar days prior to the proposal due date, as identified in Section V(A). Any adversely affected or aggrieved Proposer has seven (7) calendar days from the date of the written notice of intent to award to file a written protest, as identified in Section V(A).

The City will address all timely submitted protests within a reasonable time following the City's receipt of the protest and will issue a written decision to the protesting Proposer. Protests shall be addressed as follows:

City of King City, Oregon  
 Attn: Mike Weston  
 City Hall  
 15300 SW 116<sup>th</sup> Ave.  
 King City, OR 97224  
 mweston@ci.king-city.or.us; cc: rsmith@ci.king-city.or.us.

Protests must include:

- i. The identity of the Proposer;
- ii. A clear reference to this RFP;
- iii. Reason for the protest;
- iv. Proposed changes to the RFP provisions and/or statement of work; and
- v. All required information as described in ORS 279B.405 and/or ORS 279B.410.

Protests that do not include the required information will not be considered by the City.

## **VIII. CONTRACT REQUIREMENTS**

Upon expiration of all applicable protest periods, the top-ranked Proposer shall execute the Agreement. The City reserves the right to negotiate final terms of the Agreement as the City determines to be in its best interest. In such event, and if the City cannot come to agreeable terms with the top-ranked Proposer, the City will enter into negotiations with the second-ranked Proposer. This process will continue until the City reaches an Agreement which the City deems appropriate for the services.

The final Agreement shall incorporate the Proposer's proposal, clarifications, addenda, additions, and insurance. All such materials constitute, collectively, the final Agreement.

## **IX. ATTACHMENTS**

1. STANDARD SHORT FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
2. CONTRACT SUM PROPOSAL

# DRAFT AIA® Document A105™ – 2017

## Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the TBD day of March in the year 2019  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

City of King City, Oregon  
Attn: Mike Weston  
City Hall  
15300 SW 116<sup>th</sup> Ave.  
King City, OR 97224  
(503) 639-4082

and the Contractor:  
(Name, legal status, address and other information)

TBD

for the following Project:  
(Name, location and detailed description)

City of King City - Community Park Improvements  
17470 SW Montague Way, King City, OR, 97224

The Architect:  
(Name, legal status, address and other information)

N/A

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

.1 this Agreement signed by the Owner and Contractor;

~~.2 the drawings and specifications prepared by the Architect, dated « », and enumerated as follows:~~

~~Drawings:~~

Number	Title	Date

~~Specifications:~~

Section	Title	Pages

~~.3 addenda prepared by the Architect as follows:~~

Number	Date	Pages

~~.24~~ written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.35 other documents, if any, identified as follows:

- Request for Proposals for King City Park Improvements, and all attachments thereto, Issued January 17, 2019 ("the RFP");
- All addenda to the RFP issued by the City of King City, if any; and
- Bid and all attachments thereto of [CONTRACTOR] of [DATE], Submitted by [CONTRACTOR] in response to the RFP.

## ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

### § 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.  
(Insert the date of commencement if other than the date of this Agreement.)

N/A

### § 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:  
(Check the appropriate box and complete the necessary information.)

☐ [ « » ] Not later than « » ( « » ) calendar days from the date of commencement.

☒ [ X ] By the following date: August 10, 2019

## ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

TBD (\$ TBD )

~~§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
(Itemize the Contract Sum among the major portions of the Work.)~~

**Portion of the Work**

**Value**

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

NONE

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:  
(Identify each allowance.)

**Item**

**Price**

NONE

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

NONE

#### ARTICLE 4 PAYMENTS

§ 4.1 ~~Based on Contractor's Applications for Payment certified by the Architect, T~~he Owner shall pay the Contractor, in accordance with Article 17.1(1).2, as follows:

~~(Insert below timing for payments and provisions for withholding retainage, if any.)~~

«—»

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest in accordance with Article 17.1(1). from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

~~(Insert rate of interest agreed upon, if any.)~~

«—» % «—»

#### ARTICLE 5 INSURANCE

§ 5.1 ~~The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1: Contractor and its subcontractors shall obtain, at contractor's or subcontractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance including all Liability including all major divisions of coverage, including, but not limited to, Premises/Operations, Completed Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability (including coverage for the Contractor's indemnity obligations and other contractual indemnity obligations assumed by the Contractor), Personal Injury, and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground Hazards). The following insurance will be carried:~~

- Employer's Liability Insurance

\$ 2,000,000 Each Occurrence

\$ 2,000,000 Disease Each Employee

\$ 2,000,000 Disease – Policy

- Commercial General Liability insurance

\$ 2,000,000 Each Occurrence Limit

\$ 3,000,000 General Aggregate

\$ 3,000,000 Products/Completed Operations Aggregate

\$ 3,000,000 Personal and Advertising Injury

\$ 2,000,000 Limited Job Site Pollution Occurrence Sub-Limit

- Comprehensive Automobile Liability Insurance including coverage for all owned, hired and non-owned vehicles

\$ 2,000,000 Each Occurrence Combined Single Limit

\$ 3,000,000 Aggregate Bodily Injury & Property Damage

or

\$ 2,000,000 Each Person Bodily Injury

\$ 2,000,000 Each Occurrence Bodily Injury

\$ 2,000,000 Each Occurrence Property Damage

\$ 2,000,000 Each Occurrence Pollution Occurrence Sub-Limit

- "All risk" Builder's Risk Insurance (including earthquake and flood) covering the real and personal property of others in the care, custody, and control of the

contractor. Coverage shall include theft and damage to building interiors, exterior, in transit and offsite storage. The minimum amount of coverage to be carried shall be equal to the full amount of the contract. Contractor shall be financially responsible for any deductible applied to loss. This insurance shall include City, the contractor and its sub-contractors as their interests may appear and may not be cancelled or terminated until such time as City's final acceptance of the Project.

The policy shall be endorsed to have the General Aggregate apply to this Project Only.

§ 5.2 The City of King City, Oregon, its officers, directors, and employees shall be added as additional insureds with respect to this Agreement. All Liability Insurance policies will be endorsed to show this additional coverage.

§ 5.3 Coverage provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

§ 5.4 As evidence of the insurance coverage required by this Agreement, the contractor shall furnish a Certificate of Insurance to the City. No agreement shall be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the City 30 days prior to coverage expiration.

§ 5.5 Certificates of Insurance should read "Insurance certificate pertaining to contract for **King City Community Park Improvements**. The City of King City, its officers, directors and employees shall be added as additional insureds with respects to this contract. Insured coverage is primary" in the description portion of certificate.

§ 5.6 All parties to this Agreement hereby agree that the contractor's coverage will be primary in the event of a loss.

§ 5.7 A cross-liability clause or separation of insureds clause will be included in Contractor's general liability policy.

§ 5.8 Contractor's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to City. Prior to commencement of the Work, Contractor shall provide a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance.

§ 5.9 The procuring of such required insurance shall not be construed to limit contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

~~§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than « » (\$ « ») each occurrence, « » (\$ « ») general aggregate, and « » (\$ « ») aggregate for products-completed operations hazard.~~

~~§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « » (\$ « ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.~~

~~§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~§ 5.1.4 Workers' Compensation at statutory limits.~~

~~§ 5.1.5 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.~~

~~§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.~~

~~§ 5.1.7 Other Insurance Provided by the Contractor~~

~~(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)~~

**Coverage**

**Limits**

~~§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.~~

~~§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.~~

~~§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.~~

~~§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.~~

**ARTICLE 6 GENERAL PROVISIONS**

**§ 6.1 The Contract**

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

**§ 6.2 The Work**

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

**§ 6.3 Intent**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

~~**§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents**~~

~~Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.~~

~~**§ 6.5 Electronic Notice**~~

~~Written notice under this Agreement may be given by one party to the other by email as set forth below.~~

~~(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)~~

## ARTICLE 7 OWNER

### § 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

### § 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

### § 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the ~~Architect~~Owner may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, ~~provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.~~

### § 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

## ARTICLE 8 CONTRACTOR

### § 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the ~~Architect~~Owner.

### § 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's ~~and Architect's~~ information a Contractor's construction schedule for the Work.

### § 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, ~~through the Architect,~~ the names of subcontractors or suppliers for each portion of the Work. The Contractor shall

not contract with any subcontractor or supplier to whom the Owner or ~~Architect~~ has~~ve~~ made a timely and reasonable objection.

#### § 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.4.3 Contractor shall supply City with a list of any and all hazardous substances used in performance of this Agreement. That list shall identify the location of storage and use of all such hazardous substances and identify the amounts stored and used at each location. Contractor shall provide City with material safety data sheets for all hazardous substances brought onto City property, created on City property or delivered to City pursuant to this Agreement. For the purpose of this section, "hazardous substance" means hazardous substance as defined by ORS 453.307(5). Contractor shall complete the State Fire Marshall's hazardous substance survey as required by ORS 453.317 and shall assist City to complete any such survey that it may be required to complete because of substances used in the performance of this Agreement.

#### § 8.5 Warranty

The Contractor warrants to the Owner ~~and Architect~~ that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

#### § 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

#### § 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the ~~Architect~~Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

#### § 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the ~~Architect~~Owner shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

#### § 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

#### § 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

### § 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

### § 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, ~~Architect, Architect's Owner's~~ consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

## ARTICLE 9 ~~ARCHITECT [ARTICLE OMITTED]~~

~~§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.~~

~~§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.~~

~~§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.~~

~~§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.~~

~~§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.~~

~~§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.~~

~~§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.~~

~~§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.~~

~~§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.~~

## ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The ~~Architect~~Owner may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

## ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

## ARTICLE 12 PAYMENTS AND COMPLETION

### § 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. Payment shall be made in accordance with Section 17.1(I).

### § 12.2 Applications for Payment

~~§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.~~

~~§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.~~

### § 12.3 Certificates for Payment

~~The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.~~

### § 12.4 Progress Payments

~~§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.~~

~~§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.~~

~~§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.~~

~~§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.~~

## **§ 12.25 Substantial Completion**

**§ 12.25.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

**§ 12.25.2** When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the ~~Architect~~Owner and the ~~Architect~~Owner will make an inspection to determine whether the Work is substantially complete. When the ~~Architect~~Owner determines that the Work is substantially complete, the ~~Architect~~Owner shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 12.2.3** The Contractor and Owner acknowledge that in the event that the Contractor fails to achieve Substantial Completion of the work by the date of Substantial Completion, as adjusted, in accordance with this Agreement, the Owner will incur substantial damages and to the extent of such damages shall be incapable of accurate measurement. Nonetheless, the parties acknowledge that on the date of this Agreement, the amount of liquidated damages set forth below represents a good faith estimate as to the actual potential damages that the Owner would incur as a result of late Substantial Completion of the Project. Such liquidated damages shall be the sole and exclusive remedy of the Owner for late completion of the Project, and the Owner hereby waives all other remedies available at law or in equity with respect to losses resulting from late completion. The amount of the liquidated damages calculated hereunder does not include any penalty.

**§ 12.2.4** If the Contractor fails to achieve Substantial Completion of the Work on or before the date of Substantial Completion, as adjusted, for any reason other than Excusable Delays, the Contractor shall pay to the Owner liquidated damages in the amount of \$100.00 (One Hundred Dollars) per day, plus any attorneys' fees and expert fees assessed in connection with the enforcement of any provision of this Agreement, per Calendar Day for each Calendar Day the date of Substantial Completion is delayed beyond the date of Substantial Completion.

**§ 12.2.5** Excusable Delays. To the extent any of the following events result in an actual delay in the Work affecting the Work activities on the critical path schedule, such shall constitute an "Excusable Delay" (to the extent not set forth below, a delay will be considered an "Inexcusable Delay").

1. Failure or inability of the Owner to make available any or the entire site of the Project in accordance with the requirements of the Project Schedule.
2. Failure or inability of the Owner to obtain necessary zoning changes, variances, code changes, permits, or approvals from any governmental authority, or failure to obtain any street or alley vacations required for the performance of the Work, except to the extent due to the sole fault or sole neglect of the Contractor.
3. Delays resulting from acts or omissions of separate contractors, except to the extent separate contractors perform their work properly and in accordance with Contractor schedules.
4. Delays resulting from Force Majeure.
5. Differing, unusual or concealed site conditions that could not be reasonably anticipated by the Contractor in preparing the Project Schedule, including, without limitation, archaeological finds, and soil conditions (including rock or other geological conditions), underground foundations, abandoned utility lines, and water conditions.
6. Delays resulting from the existence or discovery of hazardous materials on the Project site not brought to the site by the Contractor.
7. Delays resulting from changes in Applicable laws after the date of Execution of this Agreement.
8. Delays occurring due to the acts or omissions of the Owner and those within the control of the Owner, including, but not limited to, separate contractors.
9. Delays resulting from local utility providers.
10. Weather impact delays beyond 20 scheduled work days. A weather impact day shall be a day in which a full day's critical path activity cannot be accomplished.

## ~~§ 12.6 Final Completion and Final Payment~~

~~§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.~~

~~§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.~~

~~§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.~~

## ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

## ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the ~~Architect~~Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

## ARTICLE 15 MISCELLANEOUS PROVISIONS

### § 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

### § 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the ~~Architect~~Owner requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

### § 15.3 Governing Law

The Contract shall be governed by the law of the ~~place where the Project is located~~State of Oregon, excluding that jurisdiction's choice of law rules.

## ARTICLE 16 TERMINATION OF THE CONTRACT

### § 16.1 Termination by the Contractor

If the Work is stopped ~~under Section 12.3~~ for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner ~~and Architect~~, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

## § 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the ~~Architect~~ Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

## § 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## ARTICLE 17 OTHER TERMS AND CONDITIONS

~~(Insert any other terms or conditions below.)~~

### § 17.1 MANDATORY TERMS FOR OREGON PUBLIC CONTRACTS

This Agreement is an Oregon Public Contract. This Article 17.1 contains terms that are mandatory for Oregon Public Contracts for construction. To the extent of any conflict, this Article 17.1 shall control. The remaining terms of the Agreement remain in full force and effect. The Owner and the Contractor hereby agree:

(a) Contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the Agreement;
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the contract;
- (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished;
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167;
- (5) Demonstrate that an employee drug testing program is in place;
- (6) To the extent the Work includes demolition, salvage or recycle construction and demolition debris, if feasible and cost-effective;
- (7) To the extent the Work includes lawn and landscape maintenance, compost or mulch yard waste material at an approved site, if feasible and cost-effective;

(b) If the Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the Contractor or a subcontractor in connection with the Agreement as the claim becomes due, Owner may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the Agreement;

(c) If the Contractor or its subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Agreement within 30 days after receiving payment from Owner, Contractor or its subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within

which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived;

(d) If Contractor or its subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580;

(e) Paying a claim in the manner authorized (b) through (d) above does not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim;

(f) No person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay;

(1) (i) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(ii) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(2) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540;

(g) Contractor shall give notice in writing to employees who work on Work covered by the Agreement, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work;

(h) Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services;

(i) Contractor shall comply with ORS 656.017 unless exempt under ORS 656.126;

(j) The withholding of retainage by Contractor and its subcontractors shall be in accordance with ORS 701.420;

(k) In accordance with ORS 279C.560, unless Owner finds in writing that accepting a bond, security or other instrument poses an extraordinary risk that is not typically associated with the bond, security or other instrument, Owner will approve the Contractor's written request to deposit bonds, securities or other instruments with the Owner or in a custodial account or other account satisfactory to Owner with an approved bank or trust company, to be held instead of cash retainage for the benefit of Owner. In such event, Owner will reduce the cash retainage by an amount equal to the value of the bonds, securities and other instruments. Interest or earnings on the bonds, securities and other instruments shall accrue to the Contractor. Bonds, securities and other instruments deposited instead of cash retainage shall be assigned to or made payable to Owner and shall be of a kind approved by the Director of the Oregon Department of Administrative Services, including but not limited to: Bills, certificates, notes or bonds of the United States; Other obligations of the United States or agencies of the United States; Obligations of a corporation wholly owned by the federal government; Indebtedness of the Federal National Mortgage Association; General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon; or Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008. The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as Owner may require to protect its interests. When Owner determines that all requirements for the protection of Owner's interest have been fulfilled, the bonds and securities deposited instead of cash retainage will be released to the Contractor. If Owner accepts a surety bond from Contractor in lieu of retainage, Contractor shall accept like bonds from its subcontractors or suppliers from which Contractor has retainage. Contractor shall then reduce the moneys

Contractor holds as retainage in an amount equal to the value of the bond and pay the amount of the reduction to the subcontractor or supplier.

(l) Owner shall make progress payments on the Agreement monthly as work progresses. Payments shall be based upon estimates of work completed that are approved by Owner. A progress payment is not considered acceptance or approval of any work or waiver of any defects therein. Owner shall pay to Contractor interest on the progress payment, not including retainage, due the Contractor. The interest shall commence 30 days after receipt of the invoice from the Contractor or 15 days after the payment is approved by Owner, whichever is the earlier date. The rate of interest charged to Owner on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after receipt of the invoice from Contractor or 15 days after the payment is approved by Owner, whichever is the earlier date, but the rate of interest may not exceed 30 percent. Interest shall be paid automatically when payments become overdue. Owner shall document, calculate and pay any interest due when payment is made on the principal. Interest payments shall accompany payment of net due on the Agreement. Owner will not require Contractor to petition, invoice, bill or wait additional days to receive interest due. When an invoice is filled out incorrectly, when there is any defect or impropriety in any submitted invoice or when there is a good faith dispute, Owner shall so notify Contractor within 15 days stating the reason or reasons the invoice is defective or improper or the reasons for the dispute. A defective or improper invoice, if corrected by Contractor within seven days of being notified by Owner, may not cause a payment to be made later than specified in this section unless interest is also paid. If requested in writing by a subcontractor, Contractor, within 10 days after receiving the request, shall send to the subcontractor a copy of that portion of any invoice, request for payment submitted to Owner or pay document provided by Owner to Contractor specifically related to any labor or materials supplied by the subcontractor. Payment of interest may be postponed when payment on the principal is delayed because of disagreement between Owner and Contractor.

(m) Owner will reserve as retainage from all progress payment five percent (5%) of the payment. As work progresses, Owner may (but is not required) reduce the amount of the retainage and Owner may (but is not required) eliminate retainage on any remaining monthly contract payments after 50 percent of the Work under the Agreement is completed if, in Owner's opinion, such work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by Contractor, and the application shall include written approval of Contractor's surety. However, when the contract work is 97.5 percent completed, Owner may, at the Owner's sole discretion and without application by Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of a written application by Contractor, the Owner shall respond in writing within a reasonable time. The retainage held by Owner shall be included in and paid to Contractor as part of the final payment of the contract price. Owner shall pay to Contractor interest at the rate of 1.5 percent per month on the final payment due Contractor, interest to commence 30 days after the work under the Agreement has been completed and accepted and to run until the date when the final payment is tendered to Contractor. Contractor shall notify Owner in writing when the Contractor considers the work complete and Owner shall, within 15 days after receiving the written notice, either accept the work or notify Contractor of work yet to be performed on the Agreement. If Owner does not, within the time allowed, notify Contractor of work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15-day period.

(n) Contractor shall include in each subcontract for property or services the Contractor enters into with a subcontractor, including a material supplier, for the purpose of performing a construction contract:

(1) A payment clause that obligates Contractor to pay subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the Owner pays to Contractor under the Agreement;

(2) A clause that requires Contractor to provide subcontractor with a standard form that the subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from Contractor;

(3) A clause that requires Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. Contractor may change the form or the regular administrative procedures Contractor uses for processing payments if Contractor: (i) Notifies the subcontractor in writing at least 45 days before the date on which the Contractor makes the change; and (ii) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

(4) An interest penalty clause that obligates Contractor, if the Contractor does not pay the subcontractor within 30 days after receiving payment from Owner, to pay subcontractor an interest penalty on amounts due in each payment Contractor does not make in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. Contractor or subcontractor is not obligated to pay an interest penalty if the only reason that Contractor or subcontractor did not make payment when payment was due is that Contractor or subcontractor did not receive payment from Owner or Contractor when payment was due. The interest penalty: (i) Applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and (ii) Is computed at the rate specified in ORS 279C.515 (2).

(o) Contractor shall, in each of the Contractor's subcontracts, require the first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of subsection (n) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier.

(p) Contractor expressly agrees to be bound by and comply with prevailing rate of wage laws applicable to Contractor's Work in accordance with ORS 279C.800 et seq. The prevailing wage rates in effect when this Project was first advertised are hereby expressly incorporated into this Agreement by reference. Information on BOLI Prevailing Wage Rates may be obtained at the following site: [www.oregon.gov/BOLI/WHDPWR/pwr\\_state.shtml](http://www.oregon.gov/BOLI/WHDPWR/pwr_state.shtml). A copy of these rates may be requested by calling the Bureau of Labor and Industries directly (Bureau of Labor and Industries – (971) 673-0838). Information on the Federal Davis-Bacon Act rates may be obtained at the following site: [www.oregon.gov/ODOT/HWY/SPECS/wages.shtml](http://www.oregon.gov/ODOT/HWY/SPECS/wages.shtml). Contractor's workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

(q) Contractor shall have a public works bond filed with the Construction Contractors Board and shall provide Owner with a copy of such bond before starting work unless Contractor is exempt under ORS 279C.836(4), (7), (8) or (9). Contractor shall include a similar provision in any subcontract.

(r) Contractor shall keep the prevailing rates of wage for Project posted in a conspicuous and accessible place in or about the Project and, if it provides a health and welfare plan or pension plan or both, shall post a notice describing the plan, including information on how and where to make claims and where to obtain further information, in a conspicuous and accessible place in or about the Project.

(s) Contractor shall furnish to Owner a weekly affidavit with supporting detailed exhibits in a form that complies with the certified statement requirements of ORS 279C.845, certifying wages paid and to whom during each proceeding weekly payroll period, for itself and all subcontractor who are required to submit such certified statements under ORS 279C.845. If Contractor has failed to timely submit a required certified statement, Owner, pursuant to ORS 279C.845(8), shall withhold twenty-five percent (25%) from any amount owed to Contractor until Contractor provides the required certified statement.

(t) Payment and Performance Bonds. The Contractor shall furnish a Payment and Performance Bond meeting all of the statutory requirements of the State of Oregon in form and substance satisfactory to the Owner and, without limitation, complying at a minimum with the following specific requirements:

(1) Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner, in the Owner's sole discretion.

(2) Bonds shall be executed by a responsible surety licensed in the State of Oregon with a Best's rating of no less than "A+" and shall remain in effect for a period of not less than the date of Final Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer.

(3) The Payment and Performance bonds shall each be in an amount equal to the Contract Sum including all contingencies and allowances.

(4) The Payment and Performance Bonds shall be provided in the form with a Rider as outlined below. Every Bond must display the Surety's Bond Number and a rider including the following provisions shall be attached to each Bond:

- (I) The Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the contract documents. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligation hereunder, and notice to the Surety of such matters is hereby waived.
- (II) The surety further agrees that in the event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract Document, the Contractor or the surety shall cause written notice for such default (specifying said default in detail) to be given to the Owner, and the Owner shall have a reasonable period of time after the receipt of such notice within which to cure such default. Such notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, postage prepaid, to the Owner, Construction Monitor, and Bond Trustee
- (III) The Surety agrees it is obligated under the bonds to any successor or grantee, as assignee of the Owner.

This Agreement entered into as of the day and year first written above.

*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

«N/A »

OWNER (Signature)

« »« »

(Printed name and title )

CONTRACTOR (Signature)

« »« »

(Printed name and title )

LICENSE NO.:

JURISDICTION:

## ATTACHMENT #2 – Contract Sum Proposal

### Request for Proposals – King City Community Park Improvements Issued January 18, 2019 (the “RFP”).

The undersigned, having fully examined the RFP, and all related material and information, hereby offers and agrees that this Contract Sum Proposal shall be irrevocable and constitute a valid offer to the City of King City for fees and costs presented herein.

#### 1. CONTRACT SUM

The Contract Sum for Contractor’s Performance of the Contract for insertion in Article 3, Section 3.1 of the AIA 105- 2017 Agreement Between Owner and Contractor (RFP Attachment #1) shall be:

\$ \_\_\_\_\_

#### 2. AGREEMENTS:

If you desire to propose changes to the Agreement, Attachments #1 to the RFP, describe those changes in detail and describe the reasons that it would be in the best interest of the City of King City to accept the proposed changes. If you make no comments, further negotiations over terms will not be entertained and the City will expect your company to execute the Agreements as presented.

Date: \_\_\_\_\_

Company: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Request for Proposals  
for  
Professional Auditing Services**

Issue Date: January 18, 2019

Proposal Due Date: March 1, 2019, at 2:00PM

City of King City, Oregon  
Attn: Mike Weston  
City Hall  
15300 SW 116<sup>th</sup> Ave.  
King City, OR 97224  
(503) 639-4082

**City of King City**  
**Request for Proposals (RFP) Professional Auditing Services**  
**Proposals Due by 2:00 p.m., Friday, March 1, 2019**

Notice is hereby given that the City of King City ("City") is requesting proposals from qualified certified public accounting firms, duly authorized to practice as such by the State of Oregon, to audit the City's Comprehensive Annual Financial Report for five consecutive years starting with the audit for the fiscal year 2018-2019 beginning July 1, 2019, with an option to extend the contract for two additional one-year terms.

The City's expectation of any proposer the City contracts with is that the proposer's values align with the City's values of highly ethical conduct, fiscal responsibility, respect for the City and others, and responsiveness to the City's residents, customers, and stakeholders.

The Request for Proposals can be downloaded from the City of King City website at [http://www.ci.king-city.or.us/bid\\_posting/index.php](http://www.ci.king-city.or.us/bid_posting/index.php). It is imperative that those who download the solicitation documents check the website regularly for addenda, clarifications, and other notifications that may be pertinent. In addition, all proposers known by the City of King City to have received a complete set of the Proposal Documents will receive notification when additional items are posted. Please email [rsmith@ci.king-city.or.us](mailto:rsmith@ci.king-city.or.us) to be added to the Interested Proposer's list or for additional information regarding this RFP.

Successful proposers will be asked to sign an agreement with the City, attached as part of the documents issued with this RFP (the "Agreement"). The City will require, among other things, specific levels of insurance, a King City business or Metro Business registration, and a tax identification number. Proposers must evaluate this Agreement and agree with the terms and conditions contained therein unless written objections are included as addenda with their proposal. The City will review the addenda and content of any such objection in the proposal evaluation process. Objections after the awarding of the contract will not be considered and are grounds for subsequent denial of the contract.

Proposals shall be submitted either in a sealed envelope or by email plainly identifying the RFP and proposer's name and address. Proposals shall be delivered to the City of King City, City Hall, Attn: Mike Weston, City Manager, 15300 S.W. 116th Avenue, King City, Oregon 97224 or emailed to [mweston@ci.king-city.or.us](mailto:mweston@ci.king-city.or.us); cc: [rsmith@ci.king-city.or.us](mailto:rsmith@ci.king-city.or.us).

Proposals will be received until 2:00PM on March 1 2019, for the purpose of selecting a proposer to provide professional auditing services to the City for comprehensive auditing. Proposals received after the 2:00PM deadline will not be considered and will be returned unopened to the proposer(s).

For additional information regarding this RFP, please contact the City Manager, Mike Weston, at (503) 639-4082 or by email at [mweston@ci.king-city.or.us](mailto:mweston@ci.king-city.or.us); cc: [rsmith@ci.king-city.or.us](mailto:rsmith@ci.king-city.or.us). The City reserves the right to reject any and all proposals or to negotiate individually with one or more proposers, and to select one or more proposers if determined to be in the best interest of the City.

The City may reject any proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable law and may reject any or all proposals in whole or in part when the cancellation or rejection is in the best interest of the City, and at no cost to the City.

DATED THIS 18th DAY OF JANUARY 2019.

PUBLISH:           Daily Journal of Commerce  
                          Oregonian

## **I. INTRODUCTION**

The City of King City ("City") is a suburban city of approximately 4200 citizens surrounded on the north and east sides by the City of Tigard, the south side by the Tualatin River and the City of Tualatin, and by developing and rural Washington County on the north and west sides. Originally developed as a Planned Unit Development, expressly as a retirement community, it was incorporated in 1966. The City of King City has seen a rapid growth expansion with several new subdivisions currently under construction. The population is expected to double within the next 5-10 years.

The City currently employs approximately 12 FTEs. The City is a Council-Manager form of government. The citizens elect a seven-member City Council which in January of odd-numbered years selects one of their own to be the Mayor for a 2-year term. The City Manager, who is appointed by the City Council, is responsible for the management and administration of the City and its employees. City services include police, municipal court, streets, water, sewer, and stormwater.

The City is requesting proposals from qualified certified public accounting firms, duly authorized to practice as such by the State of Oregon, to audit the City's Comprehensive Annual Financial Report for five consecutive years starting with the audit for the fiscal year 2018-2019 beginning July 1, 2019. The contract includes a provision to extend the contract for two additional one-year terms at the option of the City.

The City desires the auditor to express an opinion on the fair presentation of the City's basic financial statements as a whole, in conformity with Generally Accepted Accounting Principles (GAAP). The auditor shall also be responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board (GASB), as mandated by Generally Accepted Auditing Standards (GAAS).

The selected auditor shall submit a draft of opinions, letters, and reports for management's review. Final documents are subject to review by the City Council. The selected auditor shall incorporate, as part of the basic proposal, meeting time with finance staff and the City Council for the purpose of discussing the audit, audit opinion, management letter, and conclusions

The City currently utilizes QuickBooks Pro 2012 accounting software. QuickBooks Pro modules used by the City include general ledger, accounts receivable, accounts payable, purchasing, and project accounting. Separate services are used for Payroll. The City uses an off-site CPA to generate the financial reports.

## **II. DESCRIPTION**

The selected proposer will have the following responsibilities and services related to this Service (the "Scope of Work"), including, but not limited to the following tasks:

- a) Auditing the City's Comprehensive Annual Financial Report in accordance with the provisions contained in this request for proposal;
- b) Expressing an opinion on the fair presentation of the City's basic financial statements as a whole, in conformity with generally accepted accounting principles;
- c) Performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board (GASB), as mandated by generally accepted auditing standards (GAAS);
- d) Submitting drafts of all reports for management's review prior to final review with the City Staff and City Council;
- e) Meeting with finance staff and the City Council to discuss the audit, management letter, and conclusions.

### **A. BASIC REPORTS**

Following completion of the audit of the Comprehensive Annual Financial Report, the auditor shall issue the following:

- Independent Auditor's Report. Report on the fair presentation of the financial statements in

conformity with Generally Accepted Accounting Principles based upon the audit of the basic financial statements of the City. The other supplementary information listed in the Table of Contents of the City's CAFR, including combining schedules and additional budgetary comparison schedules, are not a required part of the basic financial statements. However, the auditor is to provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules. The information presented shall be based on the auditing procedures applied during the audit of the basic financial statements.

- SAS 114. Report a summary of certain matters required by professional standards to be communicated to the City's council, management, and staff to assist in the oversight responsibility for the City's reporting process.
- Management Letter. Report findings, statements, observations, opinions, comments and recommendations related to: the City's system of internal control based upon the auditor's understanding of the control structure and assessment of control risk; the City's compliance with applicable laws and regulations; and, the City's accounting systems, functions, procedures, and processes, especially with regard to cost effectiveness.
- Audit Comments and Disclosures. Report state required Minimum Standards for Audits of Oregon Municipal Corporations (Oregon Administrative Rules 162-10-050 through 162-10-320).

#### **B. ADDITIONAL REPORTS**

Reports on other audits or agreed-upon procedures may be agreed to in writing as stated in a supplemental audit agreement. Prior to beginning work, the scope of the study and associated costs shall be approved by the City.

#### **C. STANDARDS TO BE FOLLOWED**

To meet the requirements of this request for proposal, the audits are to be performed in accordance with all applicable standards including, but not limited to, applicable standards set forth for financial audits by the Governmental Accounting Standards Board (GASB), Generally Accepted Auditing Standards (GAAS) as promulgated by the American Institute of Certified Public Accountants (AICPA), Government Auditing Standards (GAS) as promulgated by the Government Accountability Office (GAO) if applicable, and requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133, *Compliance Supplement*.

In addition, all aspects of the engagement shall be performed in accordance with the highest professional standards and comply with all applicable federal, state and local laws.

The service funding will be through the City's general fund.

#### **III. ISSUANCE OF RFP DOCUMENTS**

The Request for Proposals (RFP) documents may be obtained at no cost from the City of King City website at [http://www.ci.king-city.or.us/bid\\_posting/index.php](http://www.ci.king-city.or.us/bid_posting/index.php).

Mike Weston, City Manager, is the sole point of contact for all questions, concerns, and protests related to this RFP. He may be reached at (503) 639-4082, or by email at [mweston@ci.king-city.or.us](mailto:mweston@ci.king-city.or.us); cc: [rsmith@ci.king-city.or.us](mailto:rsmith@ci.king-city.or.us).

#### **IV. PROPOSAL SUBMISSION**

Sealed proposals shall be submitted by 2:00 PM on March 1, 2019, in pdf format via email, in person, or by U.S. Postal Service to:

City of King City, Oregon  
Attn: Mike Weston  
City Hall  
15300 SW 116<sup>th</sup> Ave.  
King City, OR 97224  
mweston@ci.king-city.or.us; cc: rsmith@ci.king-city.or.us.

If proposals are submitted in-person or by U.S. Postal Service, each Proposer must provide (1) electronic copy in pdf format and seven (8) hard copies of their proposal, including attachments, in type-written format sealed in an envelope plainly identifying requested services and proposer's name and address. If submitted via email, the proposal, including attachments, shall be in pdf format. Proposals shall be addressed and submitted to the above location by the deadline. Phone and facsimile proposals will not be accepted. There will be no formal opening of proposals.

Proposals must be clear, succinct, and limited to 20 pages. Section dividers, title page, table of contents, external reports and cover letter do not count toward the overall page count of the proposal. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

Proposals shall be printed double-sided. The City requests that submittal materials contain post-consumer recycled content and be readily recyclable. The City discourages the use of materials that cannot be readily recycled, such as PVC binder, spiral bindings, and plastic or glossy covers or dividers. One page is considered to be one side of a single 8 ½" x 11" sheet.

#### **A. SCHEDULE OF EVENTS**

The City anticipates the following general timeline for receiving and evaluating the proposals and selecting a proposer. This schedule is subject to change if it is in the City's best interest to do so.

Posting of RFP	January 18, 2019
Deadline for clarifications/questions/changes to RFP	February 7, 2019
Deadline for Protests of RFP	February 7, 2019
RFP Addenda Deadline	February 21, 2019
Proposal Due	March 1, 2019
Evaluation of Proposals and Interviews	March 6, 2019
Posting Notice of Intent to Award	March 6, 2019
Deadline for Protests of Award	March 13, 2019
Notice of Award	April 14, 2019
Commencement of Agreement	Approx. April 15, 2019

#### **B. CHANGES TO SOLICITATION BY ADDENDA**

The City reserves the right to make changes to the RFP by written addenda. Addenda shall be sent to all prospective proposers known to have obtained the solicitation documents at the time addenda are issued.

Proposers should consult the City's website ([http://www.ci.king-city.or.us/bid\\_posting/index.php](http://www.ci.king-city.or.us/bid_posting/index.php)) regularly until the proposal due date and time to assure that they have not missed any addendum announcements. By submitting a proposal, each Proposer thereby agrees that it accepts all risks, and waives all claims, associated with or related to its failure to obtain addendum information.

A prospective Proposer may request a change in the RFP by submitting a written request to the address set forth in Section IV. The request must specify the provision of the RFP in question, and contain an explanation of the requested change. All requests for changes to the RFP must be submitted to the City no later than the date set forth in Section IV(A).

The City will evaluate any request submitted, but reserves the right to determine whether to accept the requested change. Changes that are accepted by the City shall be issued in the form of an addendum to the RFP. All addenda shall have the same binding effect as though contained in the main body of the RFP. Written or oral instructions or information concerning the scope of work of the project given out by anyone other than Mike Weston shall not bind the City.

No addenda will be issued later than the date set in Section IV(A), except an addendum, if necessary, postponing the date for receipt of proposals, withdrawing the invitation, modifying elements of the proposal resulting from delayed process, or requesting additional information, clarification, or revisions of proposals leading to obtaining best offers or best and final offers. Each Proposer is responsible for obtaining all addenda prior to submitting a proposal. Receipt of each addendum shall be acknowledged in writing as part of the proposal.

**C. CONFIDENTIALITY**

All information submitted by Proposers shall be public record and subject to disclosure pursuant to Oregon Public Records law, except such portions of the proposals for which Proposer requests exemption from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the proposal the Proposer requests exemption from disclosure. Proposer shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the City as a result of this RFP. Proposer should not mark the entire proposal document "Confidential."

Proposals shall not be available for public inspection until after an agreement is awarded and entered into.

**D. CANCELLATION**

The City reserves the right to cancel contract award at any time before execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of contract award.

**E. LATE PROPOSALS**

All proposals that are not received by the proposal due date in Section IV(A) will not be considered and will be returned unopened to the Proposer(s). Phone and facsimile proposals will not be accepted. Delays due to mail and/or delivery handling, including, but not limited to delays within the City's internal distribution systems, do not excuse the Proposer's responsibility for submitting the proposal to the correct location by the proposal due date.

**F. DISPUTES**

In case of any doubt or differences of opinion as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

**G. PROPOSER'S REPRESENTATION**

Proposers, by the act of submitting their proposals, represent that:

- They have read and understand the proposal documents and their proposal is made in accordance therewith;
- They have familiarized themselves with the local conditions under which the work will be performed;
- Their proposal is based upon the requirements described in the proposal documents without exception, unless clearly stated in the response.

**H. CONDITIONS OF SUBMITTAL**

By the act of submitting a proposal in response to this RFP, the Proposer certifies that:

- The Proposer and each person signing on behalf of any Proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or part by the City, has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the Proposer's response to this solicitation.
- The Proposer has examined all parts of the RFP, including all requirements and Agreement terms and conditions thereof, and, if its proposal is accepted, the Proposer shall accept the Agreement documents thereto unless substantive changes are made in same without the approval of the Proposer.
- The Proposers, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal, or in the proposed contract.
- The Proposer has quality experience providing requested services in a capacity similar to the duties outlined within the scope of services.

**I. PROPOSER REQUESTS INTERPRETATION OF REQUEST FOR PROPOSAL DOCUMENTS**

Proposers shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of the proposal documents. Proposers requiring clarification or interpretation of the proposal documents shall make a written request for the same to the City Manager, Mike Weston.

The City shall make interpretations, corrections, or changes to the proposal documents in writing by published addenda in accordance with Section IV(B). Interpretations, corrections, or changes to the proposal documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes.

**J. PROPOSER REQUESTS FOR ADDITIONAL INFORMATION**

Requests for Information for City services, programs, or personnel, or any other information shall be submitted in writing to the City Manager, Mike Weston, prior to the deadline to request additional information stated in Section IV(A).

The City shall respond to requests for additional information in writing by published addenda in accordance with Section IV(B). Responses to requests for additional information made in any other manner will not be binding.

**K. COMPETITION**

Proposers are encouraged to comment, either with their proposals or at any other time, in writing, on any specification or requirement with this RFP, which the Proposer believes, will inordinately limit competition.

**L. COMPLAINTS AND INEQUITIES**

All complaints or perceived inequities related to the RFP or award of work referenced herein shall be in writing and directed to the City Manager, Mike Weston, in accordance with the requirements stated in Section VI(A). Such submittals will be reviewed upon receipt and will be answered in writing.

**M. COST OF REQUEST FOR PROPOSALS AND ASSOCIATED RESPONSES**

The City is not liable for any costs incurred by a Proposer in the preparation and/or presentation of a proposal. The City is not liable for any cost incurred by a Proposer in protesting the City's selection decision.

**N. CITY REQUESTS FOR CLARIFICATION, ADDITIONAL RESEARCH & REVISIONS**

The City reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the proposal.

The City may obtain information from any legal source for clarification of any proposal or for information of any Proposer. The City need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of the responsible Proposer. Information may include but shall not necessarily be limited to current litigation credit history, recent financial statements, bond capacity, contracting references and related history. All such documents, if requested by the City, become part of the public records and may be disclosed accordingly.

The City reserves the right to request revisions of proposals after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers.

**O. REJECTION OF PROPOSALS**

The City reserves the right to reject any or all Proposals received as a result of this RFP. Proposals may be rejected for one or more of the following reasons, including but not limited to:

- Failure of the Proposer to adhere to one or more of the provisions established in the RFP.
- Failure of the Proposer to submit a proposal in the format specified herein.
- Failure of the Proposer to submit a proposal within the time requirements established herein.
- Failure of the Proposer to adhere to ethical and professional standards before, during, or following the proposal process.

The City may reject any proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all proposals upon a finding of the City that it is in the public interest to do so.

**P. MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER**

A Proposal may not be modified, withdrawn, or canceled by the proposer for 60 calendar days following the time and date designated for the receipt of proposals. Proposals submitted early may be modified or withdrawn only by notice to the City, at the Proposal submittal location, prior to the proposal due date. Such notice shall be in writing over the signature of the Proposer and submitted to the City Manager, Mike Weston. All such communication shall be so worded as not to reveal material contents of the original Proposal.

Withdrawn proposals may be resubmitted up to the proposal due date and time, provided that they are then fully in conformance with the RFP.

**Q. PROPOSAL OWNERSHIP**

All Proposals submitted become and remain the property of the City and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.311 to ORS 192.431. Unless certain pages or specific information are specifically marked "proprietary" and qualify as such within the context of the regulations stated in the preceding paragraph, the City shall make available to any person requesting information through the City

processes for disclosure of public records, any and all information submitted as a result of this RFP without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

**R. DURATION OF PROPOSAL**

Proposal terms and conditions shall be firm for a period of at least 60 days from the proposal due date. The successful proposal shall not be subject to changes of terms if accepted during the 60-day period. Changes in terms by others after the acceptance of a proposal will not be considered.

**S. AFFIRMATIVE ACTION/NONDISCRIMINATION**

By submitting a proposal, the Proposer agrees to comply with the Fair Labor Standard Act, Civil Rights Act of 1964, Executive order 11246, Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes. By submitting a proposal, the Proposer specifically certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

**V. PROPOSAL AND PROPOSER REQUIREMENTS**

Proposer shall respond to specific criteria that shall facilitate proposal evaluation. All proposals submitted in response to this RFP must include the following:

**A. TITLE PAGE**

The title page showing the firm's name, the date of proposal, point of contacts, business address, telephone numbers, and email addresses.

**B. INTRODUCTORY LETTER**

The letter shall name the person(s) authorized to represent the individual or firm in any negotiations and name of the person(s) authorized to sign any Agreement that may result. An authorized representative for the firm shall sign the proposal letter. The letter shall state that the firm submitting the proposal is properly licensed to perform such audits in the State of Oregon (including all of the assigned professional staff to the engagement.)

**C. QUALIFICATIONS**

This criteria relates to the individual or firm's capabilities and resources in relation to this project.

○ **Team Capacity and Relevant Experience**

- Provide an organization chart showing all proposed licensed team member for the service. Indicate your firm's binding commitment to assign these personnel to the project through completion.
- Provide brief descriptions, relevant experience and available capacity, including anticipated time allocation for this service, for key personnel on the project.
- For each individual listed on your proposed organizational chart, provide at least two references Include a brief summary of their background and experience in auditing similar cities as well as their roles and assigned responsibilities under the proposal; highlighting the following:
  - Recently completed public/government/municipal projects;
  - CPA license numbers;
  - Oregon Municipal Audit Roster numbers.
- Provide a report on the audit firm's most recent external quality review, any findings discovered as part of that review and actions taken to correct those findings. The audit

firm must also disclose information on the circumstances and status of any disciplinary action taken or pending against the audit firm during the past three (3) years with state regulatory bodies or professional organizations, as well as any pending or settled litigation within the past three (3) years.

- Describe three (3) projects you feel are comparable to this Project which have been completed within the last five (5) years and managed by the project manager proposed for this project, including:
  - A description of the relevance of the example projects to the Project and Services included in this solicitation, including descriptions of how outstanding issues and projects constraints were addressed and resolved.
  - A description of project types, location, size, duration and objectives; a list of key project staff and their roles; tasks performed by the Respondents to fulfill the objectives of the project; the project budget, and whether the schedule and budget were met.
- **Management Plan**  
Describe your company's approach to providing the desired management services for the service, answering, at a minimum, each of the following questions:
  - How will your company maintain good relations and foster open and productive communications with the City, the Project Team, and other parties directly involved in the Project? How will you avoid or resolve conflicts?
  - What actions do you consider necessary to achieve the cost objectives of the project? What potential constraints do you foresee, and how would you resolve them?
  - Describe the audit firm's experience and knowledge in performing audits in accordance with the provisions of the Single Audit Act, as amended by OMB Circular A-133. Attach two recent examples of your work in this area to your proposal.
- **Project Approach**  
Describe your company's unique experience and project approach which will ensure a successful audit. At a minimum, please address the following topics:
  - Describe the audit firm's audit approach and methodology to be used to perform the audit services. Discussion items may include approach to determining laws and regulations subject to audit test work, approach to evaluating the City's internal control structure, approach to selecting audit procedures including sample size selection, use of specialized software and use of analytical procedures, and identification of any anticipated problems.
  - Explain how the audit firm proposes to use City personnel, if at all, to assist during the audit and indicate the approximate time required of City personnel in this capacity.
  - Describe the firm's policy on other charges including special requests and special reports or broadening the scope of the engagement.

- Attach to the proposal two (2) samples of management letters that you have recently issued covering an audit of an Oregon municipality.
- **Additional Attachments Required**
  - **Non-Collusion/Conflict of Interest Certificate (Attachment B)**  
Proposers are required to sign and submit this form.

**D. FEE SCHEDULE**

Using Attachment A to this RFP, submit your company's contract fee proposal for performing the tasks listed in the Scope of Work at Section II of this RFP.

**E. AGREEMENTS**

The following agreements will be utilized for the service:

- **Standard Terms And Conditions For Agreement to Furnish Audit Services (Attachment C)**

Each Proposer must evaluate the Agreement form and their Scopes of Work, and thereby agree with the terms and conditions (including insurance limits) contained therein unless written objections including reasons that it would be in the best interest of the City to accept the proposed changes are provided. The City will review the addenda and content of any such objection in the proposal evaluation process.

**F. ADDENDA**

All Proposers shall submit all Addenda of this RFP as part of the proposal. Receipt of each Addendum, if any, shall be acknowledged by the Proposer by signing in the appropriate designated location. Each Proposer shall ascertain, prior to submitting a proposal, that the proposer has received all Addenda issued by the City.

**G. PROPOSER REQUIREMENTS**

Any proposer submitting a proposal must meet the following minimum requirements:

- All proposals must contain the proposer's certification of nondiscrimination in obtaining required subcontractors in accordance with ORS 279A.110(4). *See also* OAR 137-049-0440(3).
- All Proposers must be licensed to perform business in the State of Oregon;
- All Proposers must have been in business as a firm for at least five (5) years;
- All Proposers must be experienced in those services requested of the City;
- All Proposers must agree to execute the City's Agreements, if awarded; and
- All Proposers must carry required insurance and where allowed by the policy, shall name the City an additional insured.

**VI. SELECTION COMMITTEE & INTERVIEW PANEL**

A selection committee will be comprised of at least four (4) members and an interview panel will be comprised of at least four (4) members. The interview panel may or may not consist of the same selection committee members. The interview panel will score each candidate for the Interview and Presentation criteria only and add it to the existing score evaluated by the selection committee. Each proposal shall be evaluated on its completeness and quality in accordance with the criteria identified in this RFP. The City of King City has the right to require any clarification or change needed to understand the Proposer's approach to the project.

For each Proposer selected to interview and present, the person(s) that will act as project manager and superintendent throughout the project must attend the interview and presentation. No substitutions of personnel shall be made during any phase of the project without the advance written consent of the City Manager.

Each proposal shall be evaluated as a demonstration of the proposer's capabilities and understanding of the project. Evaluation criteria and weighting factors shall be as follows:

Criteria	Maximum Points
Proposal submitted on time	Pass / Fail
Introductory Letter	5
Team Capacity and Relevant Experience	20
Management Plan	20
Project Approach	20
Fee Proposal	10
Agreements	15
Overall quality of response and conformance with RFP requirements	10
<b>TOTAL</b>	<b>100</b>

The selection committee shall select the three (3) highest-scored Proposers whose proposals evidence the highest level of qualification and experience to proceed to an oral interview and presentation. Should fewer than three (3) proposals be received, then each prospective Proposer submitting a proposal that meets minimum requirements will be interviewed. The selection committee will re-score each candidate following the oral interview and presentation.

The City reserves the right to:

- Reject any and all proposals not in compliance with all public procedures and requirements;
- Reject any proposal not meeting the specifications set forth herein;
- Waive any or all irregularities in proposals submitted;
- Award any or all parts of any proposal; and
- Request references and other data to determine responsiveness.

Following evaluations and interviews of the proposers, the City will provide to all Proposers written notice of its intent to award the contract to the Proposer who best meets the overall needs of the City.

#### **A. PROTEST PROCEDURES**

Any and all complaints regarding this solicitation must be presented in writing no less than seven (7) calendar days prior to the proposal due date, as identified in Section IV(A). Any adversely affected or aggrieved Proposer has seven (7) calendar days from the date of the written notice of intent to award to file a written protest, as identified in Section IV(A).

The City will address all timely submitted protests within a reasonable time following the City's receipt of the protest and will issue a written decision to the protesting Proposer. Protests shall be addressed as follows:

City of King City, Oregon  
Attn: Mike Weston  
City Hall  
15300 SW 116<sup>th</sup> Ave.  
King City, OR 97224  
mweston@ci.king-city.or.us; cc: rsmith@ci.king-city.or.us.

Protests must include:

- The identity of the Proposer;
- A clear reference to this RFP;
- Reason for the protest;
- Proposed changes to the RFP provisions and/or statement of work; and
- All required information as described in ORS 279B.405 and/or ORS 279B.410.

Protests that do not include the required information will not be considered by the City.

## **VII. CONTRACT REQUIREMENTS**

Upon expiration of all applicable protest periods, the top-ranked Proposer shall execute the Agreement. The City reserves the right to negotiate final terms of the Agreement as the City determines to be in its best interest. In such event, and if the City cannot come to agreeable terms with the top-ranked Proposer, the City will enter into negotiations with the second-ranked Proposer. This process will continue until the City reaches an Agreement which the City deems appropriate for the services.

The final Agreement shall incorporate the Proposer's proposal, clarifications, addenda, additions, and insurance. All such materials constitute, collectively, the final Agreement.

## **VIII. ATTACHMENTS**

- 1. A. FEE SCHEDULE – NOT TO EXCEED PRICE**
- 2. B. NON-COLLUSION AND CONFLICT OF INTEREST CERTIFICATION**
- 3. C. SAMPLE CONTRACT – STANDARD TERMS AND CONDITIONS FOR AGREEMENT TO FURNISH AUDIT SERVICES**

**ATTACHMENT A**  
**FEE SCHEDULE**

**Not to Exceed Price for Proposed Service Schedule**

In accordance with the Request for Proposal for Professional Auditing Services issued by the City of King City, Oregon, the firm referenced below hereby submits the following hourly fee quotation and hours proposed for all positions to be assigned to the audit:

Key Personnel	Fiscal Year End June 30, 2019				Total
	F/S Audit Hours	Single Audit Hours	Total Hours	Hourly Rate	
Engagement Partners					
Engagement Manager					
Engagement Senior					
Engagement Staff					
Clerical/Support Staff					
Other					

In accordance with the Request for Proposal for Professional Auditing Services issued by the City of King City, Oregon, the firm referenced below hereby submits the following cost proposal:

	Fiscal Years Ending June 30th,				
	2019	2020	2021	2022	2023
Financial Statement Audit: Single					
Audit:					
Cost of Supplies & Materials:					
Additional Fees (if applicable) *:					
Total					

\*The City of King City expects to receive technical assistance, as needed, from the audit firm throughout the fiscal year that may include inquiries regarding accounting, reporting and internal control issues. If fees related to this technical assistance are not included in the firm's financial statement audit fee, please include them here.

I hereby certify that the undersigned is authorized to represent the firm stated below, and empowered to submit this bid, and if selected, authorized to sign a contract with the City of King City for the services identified in the Request for Proposal.

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT B**  
**NON-COLLUSION AND CONFLICT OF INTEREST CERTIFICATION**

The undersigned hereby proposes and, if selected, agrees to furnish all services in accordance with this Request for Proposals, Attachments, and any supporting Addenda.

**Certifications**

**Non-Collusion**

The undersigned Proposer hereby certifies that it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, potential Proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Proposers or potential Proposers, or to secure through any unlawful act an advantage over other Proposers or the City. The fees and prices submitted herein have been arrived at in an entirely independent and lawful manner by the Proposer without consultation with other Proposers or potential Proposers or foreknowledge of the prices to be submitted in response to this solicitation by other Proposers or potential Proposers on the part of the Proposer, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

**Conflict of Interest**

The undersigned Proposer and each person signing on behalf of the Proposer certifies, and in the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the City Council, officer, employee, or person, whose salary is payable in whole or in part by the City, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein. The undersigned hereby submits this Proposal to furnish all work, services systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposal, Professional Services Contract, and associated inclusions and references, specifications, Proposal Form, Proposer's response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the City, and all other Proposer's submittals.

**Reciprocal Preference Law - Residency**

Resident Proposer (    )    Non-Resident Proposer (    )

**Signature Block**

The Proposer hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

_____ Proposer's Name	_____ Telephone Number
_____ Mailing Address, City, State, Zip	_____ Tax Id Number
_____ Facsimile Number	_____ E-mail Address
_____ Signature	_____ Date

**ATTACHMENT C**  
**STANDARD TERMS AND CONDITIONS FOR AGREEMENT TO FURNISH AUDIT SERVICES**

**ATTACHMENT C – SAMPLE CONTRACT**  
**STANDARD TERMS AND CONDITIONS FOR AGREEMENT TO FURNISH AUDIT SERVICES**  
**TO THE CITY OF KING CITY, OREGON**

**ARTICLE I: SCOPE**

For consideration set forth in Article V, \_\_\_\_\_, a professional firm, hereinafter referred to as CONSULTANT, agrees to provide services to the City of King City, Oregon, a municipal corporation, hereinafter referred to as the CITY. This Agreement incorporates all the promises, representations, and obligations set forth in this Agreement and the Request for Proposal, Proposal Response, Fee Schedule, and other supporting documents and attachments.

The contract shall be for a period of approximately five years, commencing July 1, 2019, with an option to extend the contract an additional two, one-year terms, at the option of the City. If the City elects to renew the contract, a written notice shall be provided a minimum of thirty (30) days prior to the expiration of the current contract of its intent to do so.

**ARTICLE II: RESPONSIBILITY OF CONSULTANT**

- A. Notice to Proceed. CONSULTANT will not begin work on any of the duties and services listed in Article I until execution of the contract. Authorization to proceed on additional services not defined in Article I shall be in the form of an amendment as defined in Article II.
- B. Level of Competence. CONSULTANT is employed to render professional services and shall be responsible, to the level of competence presently maintained by other practicing professional CPA firms in good standing and engaged in the same type of professional personal services, for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this Agreement.
- C. Lead Consultant. shall serve as the Lead Consultant for Audit Services under the terms of this Agreement. Any change in the designation of this role must be approved by the City.
- D. Documents Produced. CONSULTANT agrees that all work products produced by CONSULTANT in the fulfillment of its obligations under this Agreement, and all information, documents and material, gathered or compiled in meeting those obligations, shall be considered property of the CITY, and shall be provided to the CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XII.
- E. State or Federal Requirements. CONSULTANT covenants and agrees to comply with all of the obligations and conditions applicable to public contracts of this type pursuant to ORS Chapter 279 A, and B, as though each obligation or condition were fully set forth herein. In addition, CONSULTANT covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to contracts of this type. If any provision of this Agreement shall be deemed to be not in compliance with any statute or role of law, such provision shall be deemed modified to ensure compliance with said statute or role of law.
- F. Oregon Workers' Compensation Law. CONSULTANT, its subconsultants, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

- G. Record Retention and Review. The CONSULTANT shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject during regular business hours of the CONSULTANT to inspection, review, or audit by personnel duly authorized by the City upon reasonable advance written notice from the City to the CONSULTANT. The CONSULTANT will retain all records related to this Agreement for seven (7) years following the date of final payment or completion of any required audit, whichever is earlier, and make them available for inspection by persons authorized under this provision. The CONSULTANT shall be responsible for any audit exceptions or disallowed costs incurred by the CONSULTANT or any of its SUBCONSULTANTS.
- H. Oregon Identity Theft Protection Act. CONSULTANT, and its SUBCONSULTANTS to comply with the Oregon Identity Theft Protection Act (OITPA), ORS Sections 646A.600 through 646A.628.
- I. Taxpayer Identification Number. CONSULTANT agrees to complete a Request for Taxpayer Identification Number and Certification (W-9 Form) as a condition of the CITY'S obligation to make payment. If the CONSULTANT fails to complete and return the W-9 Form to the CITY, payment to CONSULTANT may be delayed, or the CITY may, in its discretion, terminate the Contract.

### **ARTICLE III: RESPONSIBILITY OF CITY**

- A. Authorization to Proceed. CITY shall authorize CONSULTANT upon execution of the contract to start work on any of the services listed in Article I.
- B. Access to Records, Facilities and Property. CITY shall comply with reasonable requests from CONSULTANT for inspection or access to CITY's records, facilities, and properties by providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein.
- C. Timely Review. CITY shall examine all studies, reports, specifications, proposals, and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of CONSULTANT.

### **ARTICLE IV: MODIFICATIONS**

CITY or CONSULTANT shall not make modifications in the attached Agreement or these Standard Terms and Conditions except in writing as an amendment to the agreement. Said modifications shall be agreed to by both parties, with scope of work, schedule, and compensation to be negotiated at the time the modification is proposed by either party. Modifications that do not meet these requirements shall not be binding, and no further compensation will be allowed for any work performed.

### **ARTICLE V: COMPENSATION**

City agrees to pay for the goods and services procured in Article I in accordance with the compensation provisions described in this Agreement and the Fee Schedule.

The City shall remit payment within thirty (30) days of receipt of a monthly billing from the CONSULTANT. Such billing shall be only for services provided to that point. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning on the 31st day at the rate of one percent (1%) per month or the maximum interest rate permitted by law, whichever is less.

Such interest is due and payable when the overdue payment is made, unless delay in payment is due to a contested billing. CITY has the right to appeal or ask for clarification on any CONSULTANT billing within 30 days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with this Article V.

Notwithstanding anything in this Agreement to the contrary, the CITY'S obligation to pay money beyond the current fiscal year shall be subject to and dependent upon appropriations being made from time to time by the City Council for such purpose; provided, however, that the City Manager or other officer charged with the responsibility for preparing the City's annual budget shall include in the budget for each fiscal year the amount of the city financial obligation payable in such year and the City Manager or such other officer shall use his/her best efforts to obtain the annual appropriations required to authorize said payments.

#### **ARTICLE VI: INDEMNIFICATION**

The CONSULTANT agrees to indemnify, defend, and hold harmless the CITY, its agents, officers and employees, from and against any and all liability, claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent or intentional acts, errors, or omissions of the CONSULTANT, its officers, employees, or agents.

#### **ARTICLE VII: INSURANCE**

Before the Agreement is executed and work begins, the CONSULTANT shall furnish the CITY a Certificate of Insurance for the coverage and limits set out below which is to be in force and applicable to the project for the duration of the contract. The issuing insurance companies must have a minimum current A.M. Best rating of A- VII or approved by the City. The Certificate must state that any insurance coverage shown cannot be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days prior written notice has been given to the CITY.

##### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Commercial General Liability: Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.
2. Automobile Liability: Insurance Services Office (ISO) form CA 0001, providing Business Automobile Coverage on owned, non-owned and hired vehicles.
3. Workers' Compensation insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
4. Professional Liability insurance on an occurrence or claims made basis with 24 month tail coverage.
5. Pollution Liability Insurance on an occurrence or claims made basis with 24 month extended reporting period, if applicable to this project.

## **B. Minimum Limits of Insurance**

CONSULTANT shall maintain limits no less than:

- |                                  |  |
|----------------------------------|--|
| 1. Commercial General Liability: | \$2,000,000 Each Occurrence<br>\$2,000,000 Personal Injury<br>\$3,000,000 General Aggregate<br>\$3,000,000 Products/Completed Operations Aggregate |
|----------------------------------|--|

The General Aggregate and Products/Completed Operations Aggregate shall apply separately to this project.

- |                                     |  |
|-------------------------------------|--|
| 2. Automobile Liability:            | \$2,000,000 Per Occurrence   |
| 3. Employers Liability:             | \$ 500,000 Each Accident<br>\$ 500,000 Disease Aggregate<br>\$ 500,000 Disease Each Employee |
| 4. Professional Liability Insurance | \$2,000,000 Per incident / Claim<br>\$2,000,000 Annual Aggregate                             |
| 5. Pollution Liability Insurance    | \$2,000,000 Per incident / Claim<br>\$2,000,000 Annual Aggregate                             |

## **C. Deductibles and Self-Insured Retentions**

Any deductible or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductible or self-insured retention as respects the CITY, its officers, employees and agents; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

## **D. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Clause - The Commercial General Liability insurance coverage required for performance of this contract shall be endorsed to name CITY OF KING CITY and its officers, agents and employees as Additional Insured on any insurance policies required herein with respect to CONSULTANT'S or any sub-contractor's activities being performed under the Agreement. The Certificate of Insurance must include a copy of the Additional Insured endorsement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, employees, or agents.
3. Workers' Compensation and Employers Liability Coverage - The insurer shall agree to waive by endorsement, all rights of subrogation against the City of Albany, its officers, employees, and agents for losses arising from work performed by the CONSULTANT for the CITY.

## **ARTICLE VIII: ASSIGNMENT**

This Agreement is to be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this Agreement shall be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this Agreement.

Use of SUBCONSULTANTS by the CONSULTANT or subsidiary or affiliate Firms of the CONSULTANT for technical or professional services shall not be considered an assignment of a portion of this Agreement, and the CONSULTANT shall remain fully responsible for the work performed, whether such performance is by the CONSULTANT or SUBCONSULTANTS. No SUBCONSULTANTS shall be used without the written approval of the CITY.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and CONSULTANT.

## **ARTICLE IX: INTEGRATION**

These terms and conditions and the attachments represent the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing as specified in Article IV.

## **ARTICLE X: SUSPENSION OF WORK**

The CITY may suspend, in writing, and without cause, all or a portion of the work under this Agreement. The CONSULTANT may request that the work be suspended by notifying the CITY, in writing, of circumstances that are interfering with the progress of work. The CONSULTANT may suspend work on the project in the event the CITY does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

## **ARTICLE XI: TERMINATION OF WORK**

CITY may terminate all or a portion of the work covered by this Agreement for its convenience. Either party may terminate work if the other party fails to substantially perform in accordance with the provisions of the Agreement. Termination of the Agreement is accomplished by written notice from the party initiating termination no less than fifteen (15) days in advance of the effective date of termination. Such notice of termination shall be delivered by certified mail with a receipt for delivery returned to the sender.

In the event of termination, CONSULTANT shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work shall not exceed 10 percent (10%) of the time expended on the terminated portion of the project prior to the effective date of termination. CONSULTANT shall be compensated for work actually performed prior to the date of termination plus work required for filing and closing as described in this Article. Upon termination, CONSULTANT shall provide to the CITY all work products, material, documents, etc., gathered or compiled, related to the project, whether in CONSULTANT'S possession at the time of termination or received later.

If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

#### **ARTICLE XII: FORCE MAJEURE**

Neither the CITY nor the CONSULTANT shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

#### **ARTICLE XIII: DISPUTE COSTS**

In the event either party brings action to enforce the terms of this Agreement or to seek damages for its breach, or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and expenses, incurred therein, including such costs and fees as may be required on appeal.

#### **ARTICLE XIV: CONFLICT AND SEVERABILITY**

In the event of any inconsistency between the terms of this Agreement and the terms listed in any additional attachments to this Agreement, the terms of this Agreement shall control. Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.

#### **ARTICLE XV: NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

During the term of this Agreement, the CONSULTANT agrees as follows:

The CONSULTANT will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**ARTICLE XVI: COURT OF JURISDICTION**

The laws of the state of Oregon shall govern the validity of this Agreement, its interpretation and performance, and other claims related to it. Venue for litigation shall be in Linn County, Oregon.

**CONSULTANT:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

CONSULTANT

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ - \_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_  
Corp. Tax No./Social Security No.

\_\_\_\_\_  
ISA Certificate Number

**CITY OF KING CITY, OREGON:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_

City Attorney

**City of King City**  
**Request for Proposals (RFP) Professional Auditing Services**  
**Proposals Due by 2:00 p.m., Friday, March 1, 2019**

Notice is hereby given that the City of King City ("City") is requesting proposals from qualified certified public accounting firms, duly authorized to practice as such by the State of Oregon, to audit the City's Comprehensive Annual Financial Report for five consecutive years starting with the audit for the fiscal year 2018-2019 beginning July 1, 2019, with an option to extend the contract for two additional one-year terms.

The City's expectation of any proposer the City contracts with is that the proposer's values align with the City's values of highly ethical conduct, fiscal responsibility, respect for the City and others, and responsiveness to the City's residents, customers, and stakeholders.

The Request for Proposals can be downloaded from the City of King City website at [http://www.ci.king-city.or.us/bid\\_posting/index.php](http://www.ci.king-city.or.us/bid_posting/index.php). It is imperative that those who download the solicitation documents check the website regularly for addenda, clarifications, and other notifications that may be pertinent. In addition, all proposers known by the City of King City to have received a complete set of the Proposal Documents will receive notification when additional items are posted. Please email [rsmith@ci.king-city.or.us](mailto:rsmith@ci.king-city.or.us) to be added to the Interested Proposer's list or for additional information regarding this RFP.

Successful proposers will be asked to sign an agreement with the City, attached as part of the documents issued with this RFP (the "Agreement"). The City will require, among other things, specific levels of insurance, a King City business or Metro Business registration, and a tax identification number. Proposers must evaluate this Agreement and agree with the terms and conditions contained therein unless written objections are included as addenda with their proposal. The City will review the addenda and content of any such objection in the proposal evaluation process. Objections after the awarding of the contract will not be considered and are grounds for subsequent denial of the contract.

Proposals shall be submitted either in a sealed envelope or by email plainly identifying the RFP and proposer's name and address. Proposals shall be delivered to the City of King City, City Hall, Attn: Mike Weston, City Manager, 15300 S.W. 116th Avenue, King City, Oregon 97224 or emailed to [mweston@ci.king-city.or.us](mailto:mweston@ci.king-city.or.us); cc: [rsmith@ci.king-city.or.us](mailto:rsmith@ci.king-city.or.us).

Proposals will be received until 2:00PM on March 1 2019, for the purpose of selecting a proposer to provide professional auditing services to the City for comprehensive auditing. Proposals received after the 2:00PM deadline will not be considered and will be returned unopened to the proposer(s).

For additional information regarding this RFP, please contact the City Manager, Mike Weston, at (503) 639-4082 or by email at [mweston@ci.king-city.or.us](mailto:mweston@ci.king-city.or.us); cc: [rsmith@ci.king-city.or.us](mailto:rsmith@ci.king-city.or.us). The City reserves the right to reject any and all proposals or to negotiate individually with one or more proposers, and to select one or more proposers if determined to be in the best interest of the City.

The City may reject any proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable law and may reject any or all proposals in whole or in part when the cancellation or rejection is in the best interest of the City, and at no cost to the City.

DATED THIS 18th DAY OF JANUARY 2019.

PUBLISH:       Daily Journal of Commerce  
                  Oregonian

**AMENDMENT NUMBER 03  
LOCAL AGENCY AGREEMENT  
MULTIMODAL TRANSPORTATION ENHANCEMENT PROGRAM (MTEP)  
Project Name: OR99W: SW Royalty Parkway – SW Durham Rd  
(King City)**

This is Amendment No. 03 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as “State,” or “ODOT”, and **King City**, acting by and through its elected officials, hereinafter referred to as “Agency,” entered into on August 10, 2015, and Amendment Number 1, January 15, 2018 and Amendment Number 2, April 30, 2018.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to add funding recital, add additional funding, and update project name.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**

**Insert new RECITAL, Paragraph 4, Page 1, to read as follows:**

4. This program is also funded with Sidewalk Improvement Program (SWIP) funds.

**TERMS OF AGREEMENT, Paragraph 4 and 5, Page 2, which reads:**

4. The Project shall be conducted as a part of the Multimodal Transportation Enhance Program (MTEP) with funds provided under Title 23, United States Code and may include a combination of federal and state funds. The Total Project Cost is estimated at \$1,141,020, which is subject to change. MTEP funding for this Project shall be limited to \$913,839. Agency shall be responsible for all remaining costs, including the 10.27 percent match for all MTEP eligible costs and any non-participating costs, and all costs in excess of the available federal or state funds.
5. The Funding Ratio for this Project is 88.17% of MTEP funds to 11.83% Agency funds and applies to Project Underruns. The Funding Ratio for this Project does not apply in the case of Project Overruns.

**Shall be deleted in its entirety and replaced with the following:**

4. The Project shall be conducted as a part of the Multimodal Transportation Enhance Program (MTEP) with funds provided under Title 23, United States Code and may include a combination of federal and state funds. The Total Project Cost is estimated at \$1,119,247.74, which is subject to change. MTEP funding for this Project shall be limited to \$913,839. Agency shall be responsible for all remaining costs, including the 10.27 percent match for all MTEP eligible costs and any non-participating costs, and all costs in excess of the available

federal or state funds. SWIP funding for this Project shall be limited to \$65,095.69

5. The Funding Ratio for this Project is 88.17% of available federal or state funds to 11.83% Agency funds and applies to Project Underruns. The Funding Ratio for this Project does not apply in the case of Project Overruns.

**TERMS OF AGREEMENT, Paragraph 22, Page 5, which reads:**

22. State Contact for this Agreement is Kelly Brooks, Interim Policy and Development Manager, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

22. State's Project Manager for this Agreement is Mandy Putney, Policy and Development Manager, 503-731-8356, 123 NW Flanders Street, Portland, Oregon 97209, [Mandy.PUTNEY@odot.state.or.us](mailto:Mandy.PUTNEY@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
3. **Counterparts**. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement**. Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2018-2021 Statewide Transportation Improvement Program, (Key #18807) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

**SIGNATURE PAGE TO FOLLOW**

Agency/State  
Agreement No. 30646-03

**CITY OF KING CITY**, by and through its  
elected officials

By \_\_\_\_\_  
Mayor  
Date \_\_\_\_\_

By \_\_\_\_\_  
City Recorder  
Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL**  
(If required by Agency's process)

By \_\_\_\_\_  
Agency Counsel  
  
Date \_\_\_\_\_

**Agency Contact:**  
Mike Weston, City Manager  
15300 SW 16<sup>th</sup> Ave  
King City, OR 97224  
[mweston@ci.king-city.or.us](mailto:mweston@ci.king-city.or.us)

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Highway Division Administrator  
Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 1 Manager  
Date \_\_\_\_\_

By \_\_\_\_\_  
Region 1 Policy and Development  
Manager  
Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General  
Date: \_\_\_\_\_

**State Contact:**  
Mandy Putney, Policy and Development  
Manager  
123 NW Flanders Street  
Portland, OR 97209  
503-731-8356  
[Mandy.PUTNEY@odot.state.or.us](mailto:Mandy.PUTNEY@odot.state.or.us)

## CITY OF KING CITY

## SUMMARY

## GENERAL FUND

AS OF 11/30/2018

	Accrual Basis	Accrual Basis	Year to Date	% of Budget
Revenues	Adopted Budget	Current November		41.67%
OPENING BALANCE Assets Net				
OPENING BALANCE Assets Net		\$ (2,125.70)	\$ 194,599.40	
OPENING BALANCE Assets Net		\$ (2,804.10)	\$ 66,736.25	
OPENING BALANCE Operating	\$ 1,448,774.00	\$ -	\$ 1,447,030.36	99.88%
<b>INTEREST</b>				
Interest	\$ 20,000.00	\$ 2,257.75	\$ 12,052.77	60.26%
<b>REVENUES</b>			\$ -	
Property Tax	\$ 760,000.00	\$ 622,243.83	\$ 642,429.92	84.53%
Other Taxes	\$ 256,800.00	\$ 11,713.47	\$ 59,965.60	23.35%
Total Grants	\$ 13,295.00	\$ -	\$ 12,000.00	90.26%
Fees - License	\$ 20,000.00	\$ 75.00	\$ 9,635.25	48.18%
Fees - Franchise	\$ 240,000.00	\$ 6,063.81	\$ 33,954.81	14.15%
Fees - Passports	\$ 55,000.00	\$ 3,510.00	\$ 29,565.25	53.76%
Fees - Building Permits	\$ 125,000.00	\$ 2,749.21	\$ 31,187.75	24.95%
Fees - New Development Review	\$ 14,000.00	\$ 4,637.50	\$ 5,015.50	
Fees - Building Permits Taxes	\$ 158,000.00	\$ 326.57	\$ 21,095.88	13.35%
Fees - Annexation	\$ -		\$ -	
Proceeds - Court	\$ 80,000.00	\$ 9,590.64	\$ 46,923.22	58.65%
Proceeds - Court Fine Delinquent		\$ -	\$ (11.95)	
Revenue - Water	\$ 65,000.00		\$ -	0.00%
Business Oregon Loan	\$ 1,250,000.00			
Miscellaneous	\$ 1,000.00	\$ 1,072.70	\$ 4,923.59	492.36%
Total Transfer In	\$ 411,735.00	\$ 37,128.65	\$ 185,643.45	45.09%
<b>CURRENT REVENUES</b>	\$ 3,469,830.00	\$ 701,369.13	\$ 1,094,381.04	31.54%
<b>TOTAL REVENUES</b>	\$ 4,918,604.00	\$ 701,369.13	\$ 2,541,411.40	51.67%

## Expenditures

	Accrual Basis	Accrual Basis	Year to Date	% of Budget
	Adopted Budget	Current November		41.67%
CITY COUNCIL	\$ 73,660.00	\$ 12,837.75	\$ 24,680.34	33.51%
CITY MANAGER	\$ 1,545,869.00	\$ 46,547.75	\$ 162,319.57	10.50%
PLANNING & FINANCE	\$ 629,493.00	\$ 48,246.37	\$ 192,023.00	30.50%
PUBLIC INFORMATION	\$ 6,000.00	\$ 233.33	\$ 1,316.65	21.94%
POLICE MUNICIPAL COURT	\$ 114,400.00	\$ 18,460.79	\$ 41,565.38	36.33%
BUILDING DEPARTMENT	\$ 272,761.00	\$ 1,228.12	\$ 54,240.69	19.89%
POLICE ADMINISTRATION	\$ 91,047.00	\$ 6,516.40	\$ 33,082.08	36.34%
POLICE OPERATION	\$ 902,033.00	\$ 64,617.69	\$ 317,607.88	35.21%
GENERAL SERVICES - TRF & CONT	\$ 1,183,341.00	\$ -	\$ -	0.00%
GENERAL SERVICES - DEBT SERVICE	\$ 100,000.00	\$ -	\$ -	0.00%
<b>TOTAL EXPENDITURES</b>	\$ 4,918,604.00	\$ 198,688.20	\$ 826,835.59	16.81%
Account's Receivable - Collection/Fines			(\$144,962.31)	
<b>ENDING FUND BALANCE</b>	\$ -	\$ 502,680.93	\$ 1,569,613.50	

\*\*\*\*\*Highlighted Numbers are Due to Supplemental Budget\*\*\*\*\*

## CITY OF KING CITY

## SUMMARY

## STREET FUND

AS OF 11/30/2018

Revenues	Accrual Basis Adopted Budget	Accrual Basis Current November	Year to Date	% of Budget 41.67%
OPENING BALANCE Assets Net		\$ (2,380.30)	\$ 12,903,054.25	
OPENING BALANCE Operating	\$ 129,500.00	\$ -	\$ 129,500.72	100.00%
<b>INTEREST</b>				
Interest	\$ 5,500.00	\$ 300.85	\$ 1,307.69	23.78%
<b>REVENUES</b>				
Total Taxes	\$ 276,250.00	\$ 28,409.63	\$ 98,635.29	35.71%
Total Grants	\$ 50,000.00	\$ -	\$ -	
FEES - CWS/SWM	\$ 54,000.00	\$ -	\$ -	0.00%
Miscellaneous	\$ 500.00		\$ -	
<b>TRANSFERS IN</b>				
Trf: Park SDC Fund	\$ 20,000.00	\$ -	\$ -	
<b>CURRENT REVENUES</b>	\$ 406,250.00	\$ 28,710.48	\$ 99,942.98	24.60%
<b>TOTAL REVENUES</b>	\$ 535,750.00	\$ 28,710.48	\$ 229,443.70	42.83%
<b>Expenditures</b>				
	Accrual Basis Adopted Budget	Accrual Basis Current November	Year to Date	% of Budget 41.67%
Roadway/Signs/Markings/Lighting	\$ 35,194.00	\$ 253.93	\$ 954.82	2.71%
Street Operation	\$ 234,556.00	\$ 17,047.95	\$ 65,879.60	28.09%
capital Improvements	\$ 266,000.00	\$ 70,524.87	\$ 78,458.87	29.50%
<b>TOTAL EXPENDITURES</b>	\$ 535,750.00	\$ 87,826.75	\$ 145,293.29	27.12%
<b>ENDING FUND BALANCE</b>	\$ -	\$ (59,116.27)	\$ 84,150.41	

\*\*\*\*\*Highlighted Numbers are Due to Supplemental Budget\*\*\*\*\*

## CITY OF KING CITY

## SUMMARY

## PARK SYSTEM DEVELOPMENT FUND

AS OF 11/30/2018

	Accrual Basis	Accrual Basis	Year to Date	% of Budget
	Adopted Budget	Current November		
<b>Revenues</b>				41.67%
OPENING BALANCE Assets Net	\$ 440,000.00	\$ -	\$ 445,964.08	101.36%
<b>INTEREST</b>				
Interest	\$ 3,000.00	\$ 950.00	\$ 4,437.66	147.92%
<b>REVENUES</b>				
System Development Charges	\$ 105,000.00	\$ -	\$ 22,365.00	21.30%
METRO	\$ -	\$ -	\$ -	
<b>TRANSFERS IN</b>				
Trf: General Fund	\$ -	\$ -	\$ -	
<b>CURRENT REVENUES</b>	\$ 108,000.00	\$ 950.00	\$ 26,802.66	24.82%
<b>TOTAL REVENUES</b>	\$ 548,000.00	\$ 950.00	\$ 472,766.74	86.27%

**Expenditures**

	Accrual Basis	Accrual Basis	Year to Date	% of Budget
	Adopted Budget	Current November		
				41.67%
Transfers Out	\$ 70,000.00	\$ 4,166.66	\$ 20,833.38	29.76%
Park Improvements	\$ 100,000.00	\$ 2,488.77	\$ 5,228.37	
Contingency	\$ 100,000.00	\$ -	\$ -	
Reserved for Future Expenditure	\$ 278,000.00			
<b>TOTAL EXPENDITURES</b>	\$ 548,000.00	\$ 6,655.43	\$ 26,061.75	4.76%
<b>ENDING FUND BALANCE</b>	\$ -	\$ (5,705.43)	\$ 446,704.99	

\*\*\*\*\*Highlighted Numbers are Due to Supplemental Budget\*\*\*\*\*

## CITY OF KING CITY

## SUMMARY

## LOCAL OPTION FUND

AS OF 11/30/2018

	Accrual Basis	Accrual Basis	Year to Date	% of Budget
	Adopted Budget	Current November		
<b>Revenues</b>				41.67%
OPENING BALANCE Assets Net			\$ 21,189.08	
<b>INTEREST</b>				
Interest	\$ 500.00	\$ (125.06)	\$ (355.02)	-71.00%
<b>REVENUES</b>				
Tax -Property	\$ 275,000.00		\$ -	0.00%
Tax -Property Delinquent	\$ 3,000.00	\$ 228,152.98	\$ 235,427.97	7847.60%
<b>TRANSFERS IN</b>				
Trf: General Fund	\$ -	\$ -	\$ -	
<b>CURRENT REVENUES</b>	\$ 278,500.00	\$ 228,027.92	\$ 235,072.95	84.41%
<b>TOTAL REVENUES</b>	<b>\$ 278,500.00</b>	<b>\$ 228,027.92</b>	<b>\$ 256,262.03</b>	<b>92.02%</b>
<b>Expenditures</b>				
	Accrual Basis	Accrual Basis	Year to Date	% of Budget
	Adopted Budget	Current November		
				41.67%
Transfers Out	\$ 278,500.00	\$ 23,208.33	\$ 116,041.69	41.67%
<b>TOTAL EXPENDITURES</b>	<b>\$ 278,500.00</b>	<b>\$ 23,208.33</b>	<b>\$ 116,041.69</b>	<b>41.67%</b>
<b>ENDING FUND BALANCE</b>	<b>\$ -</b>	<b>\$ 204,819.59</b>	<b>\$ 140,220.34</b>	

## CITY OF KING CITY

## SUMMARY

## Transportation Development Tax Fund

AS OF 11/30/2018

	Accrual Basis	Accrual Basis	Year to Date	% of Budget
	Adopted Budget	Current November		
<b>Revenues</b>				41.67%
OPENING BALANCE Assets Net INTEREST	\$ 2,400,000.00	\$ -	\$ 2,457,077.92	102.38%
Interest - TDT	\$ 32,000.00	\$ 5,291.57	\$ 24,471.95	76.47%
<b>REVENUES</b>				
TDT	\$ 253,740.00	\$ -	\$ 59,702.00	23.53%
METRO	\$ -	\$ -	\$ -	
<b>TRANSFERS IN</b>				
Trf: General Fund	\$ -	\$ -	\$ -	
<b>CURRENT REVENUES</b>	\$ 285,740.00	\$ 5,291.57	\$ 84,173.95	29.46%
<b>TOTAL REVENUES</b>	\$ 2,685,740.00	\$ 5,291.57	\$ 2,541,251.87	94.62%
<hr/>				
<b>Expenditures</b>				
	Accrual Basis	Accrual Basis	Year to Date	% of Budget
	Adopted Budget	Current November		
Capital Outlay TDT				41.67%
Street Improvements -	\$ 1,000,000.00	\$ -	\$ -	0.00%
Transfers Out	\$ 48,000.00	\$ 4,000.00	\$ 20,000.00	41.67%
Contingency	\$ 100,000.00	\$ -	\$ -	0.00%
Reserved for Future Expenditure	\$ 1,537,740.00	\$ -	\$ -	
<b>TOTAL EXPENDITURES</b>	\$ 2,685,740.00	\$ 4,000.00	\$ 20,000.00	0.74%
<b>ENDING FUND BALANCE</b>	\$ -	\$ 1,291.57	\$ 2,521,251.87	

\*\*\*\*\*Highlighted Numbers are Due to Supplemental Budget\*\*\*\*\*