

NOTICE OF CITY COUNCIL MEETING

The City Council of the City of King City will hold a Regular Session at 7:00 P.M., Wednesday, December 18, 2019, at City Hall 15300 SW 116th Ave, King City, Oregon 97224

AGENDA		Action Item
REGULAR SESSION		
<i>Moment of Silence</i>		
7:00 p.m.	1. CALL TO ORDER	Time:
	2. ROLL CALL	
	3. PLEDGE OF ALLEGIANCE	
	4. APPROVAL OF MINUTES:	
	October 16 th , 2019, Regular Session November 20, 2019 Work Session November 20 th , 2019, Regular Session	M S A
7:15 p.m.	5. OPEN FORUM: We welcome public comment. At this time, the Council will be happy to receive your comment pertaining to items on the agenda (including, questions, suggestions, complaints and items for future,). Each person's time will be limited to three minutes.	
7:20 p.m.	6. UNFINISHED BUSINESS: NONE	
7:20 p.m.	7. NEW BUSINESS:	M S A
	7.1 Financials	
	1. Septembers	
	7.2 FY19-20 Supplemental Budget Hearing and Resolution R2019-18	M S A
	7.3 2020 Small City Allotments Grant Agreement ODOT SCA	M S A
	7.4 Skyhawks Presentation – Mike Alarcon	
	1. Confirmation of Services - Summer 2020	M S A
	7.5 Consider Planning Commission Appointments	M S A
	1. Alex j. Mann	
7:50 p.m.	8. POLICE CHIEF'S REPORT	
8:00 p.m.	9. CITY MANAGER'S REPORT	
8:10 p.m.	10. MAYOR'S AND COUNCILOR'S REPORTS	
8:40 p.m.	11. ADJOURN	
NEXT MEETING JANUARY 15, 2020		Time:
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.		

Item 4 Approval of Minutes:

October 16th, 2019, Regular Session

November 20, 2019 Work Session

November 20th, 2019, Regular Session

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

Call to Order: A regular meeting of the King City – City Council was held at the City Hall beginning at 7:00 p.m. on Wednesday, October 16, 2019, 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 Smart Ocholi
Councilor David Platt
Councilor Gretchen Buehner
Councilor Jaimie Fender
Councilor John Boylston
Councilor Micah Paulsen

Absent:

None

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 at this meeting.

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 Discuss and consider Resolution R2019-14 Policy on Open Data for the City of King City.

City Council members and staff briefly discussed the Open Data policy.

MOTION MADE BY COUNCILOR BUEHNER TO APPROVE THE RESOLUTION R-2019-14, SECONDED BY COUNCILOR PAULSEN.

VOICE VOTE: 7-AYES – 0-NEYS – 0 ABSTENTIONS– 0- RECUSED THE MOTION CARRIED 7-0.

7.3 Discuss and consider Ordinance No. 0-2019-02
AN ORDINANCE AMENDING CITY OF KING CITY MUNICIPAL CODE CHAPTER 12 (STREETS, SIDEWALKS AND PUBLIC PLACES) TO PROTECT CITY INVESTMENT IN PAVEMENT, AND DECLARING AN EMERGENCY.

**MOTION MADE BY COUNCILOR BUEHNER TO APPROVE THE
IGA, SECONDED BY COUNCILOR PLATT.**

ROLL CALL VOTE:

**Councilor David Platt - Aye
Councilor Smart Ochoi - Aye
Councilor Jaimie Fender - Ney
Councilor John Boylston - Ney
Councilor Gretchen Buehner Aye
Councilor Micah Paulsen - Ney
Mayor Ken Gibson - Aye**

**4-AYES – 3-NEYS – 0 ABSTENTIONS– 0- RECUSED
THE MOTION CARRIED 4-3.**

Agenda Item 8: Police Chief's Report

No Report

Agenda Item 9: City Manager's Report

Gave a small report that the field at the park.

Agenda Item 10: Mayor and Councilor's Reports

- Councilor Paulsen – None
- Councilor Buehner – Will be reporting on MPAC next month
- Councilor Boylston – mentioned that Frontier and would be transferring it to NW Fiber.
- Councilor Fender – No Report.
- Councilor Ochoi – will be attending the HOA meeting sometime next week.
- Councilor Platt – No Report
- Mayor Gibson – No Report

Agenda Item 12: Adjournment

**COUNCILOR FENDER MOVED TO ADJOURN THE MEETING, COUNCILOR
PLATT SECONDED, THE MEETING ADJOURNED AT 8:35 P.M.**

Respectfully Submitted by:

Attested by:

Ronnie Smith
City Recorder

Mike Weston
City Manager

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

Call to Order: A Work session meeting of the King City – City Council was held at the City Hall beginning at 6:00 p.m. on Wednesday, November 20, 2019, Mayor Gibson proceeded to call the meeting to order at 6:02 pm

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

Mayor Ken Gibson
Councilor Smart Ocholi
Councilor David Platt
Councilor Gretchen Buehner
Councilor Jaimie Fender

Absent:

Councilor John Boylston
Councilor Micah Paulsen

Staff present included:

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

The City Council and staff discussed the staff bonuses; City Manager suggested amounts.

The Council will add this to the Regular meeting on 11/20/2019 (tonight) to take action.

Adjournment

**COUNCILOR FENDER MOVED TO ADJOURN THE MEETING, COUNCILOR
PLATT SECONDED, THE MEETING ADJOURNED AT 6:27 P.M.**

Respectfully Submitted by:

Attested by:

Ronnie Smith
City Recorder

Mike Weston
City Manager

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

Call to Order: A regular meeting of the King City – City Council was held at the City Hall beginning at 7:00 p.m. on Wednesday, November 20, 2019, 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 Smart Ocholi
Councilor David Platt
Councilor Gretchen Buehner
Councilor Jaimie Fender
Councilor John Boylston
Councilor Micah Paulsen

Absent:

None

Staff present included:

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

Council Added two items to the agenda.

MOTION MADE BY COUNCILOR BUEHNER TO APPROVE THE MINUTES FROM JULY 17, 2019, AND AUGUST 21, 2019, SECONDED BY COUNCILOR PLATT.

VOICE VOTE: 7-AYES – 0-NEYS – 0 ABSTENTIONS– 0- RECUSED THE MOTION CARRIED 7-0.

Agenda Item 4: **Approval of Minutes: September 18, 2019, Work Session September 18, 2019, Regular Session**

MOTION MADE BY COUNCILOR BOYLSTON TO APPROVE THE MINUTES FROM SEPT 18, 2019, AND SEPT 18, 2019, SECONDED BY COUNCILOR BUEHNER.

VOICE VOTE: 7-AYES – 0-NEYS – 0 ABSTENTIONS– 0- RECUSED THE MOTION CARRIED 7-0.

City Staff asked Council to added two items to the agenda.

7.2.1 Seahawks proposal to use the Park

7.2.2 Employee Recognition

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.

Robert – NW Fiber Transfer – asked the city council if they are aware of any issues.

Council will table Roberts questions until 7.2.

Agenda Item 6: Unfinished Business: None

Agenda Item 7: New Business:

7.1 Washington County Sheriff Records Update

Allen Croug & Melanie Cook gave a presentation on Records.

Mrs. Cook talked about the transition from RegJIN to PSNET. On 12/4/2018 King City transitioned from REGJIN to PSNET (still Versaterm). She mentioned that the PSNET uses a cloud-based version of Versaterm RMS. The agencies that make up PSNET include Beaverton, WCSO, Banks, Cornelius, Gaston, King City and North Plains.

She also mentioned NIBRS and gave a review of what that is.

2018:

Primary reports 410

Supplementals and follow-ups 95

2019: (January 1st to October 31st)

Primary reports 328

Supplementals and follow-ups 97

7.2 MACC Staff Report on NWF Transfer - Thaddeus Girard

Thaddeus Girard from MACC introduced himself. He also mentioned that the MACC staff report answers all the questions.

CM Weston asked Mr. Girard to report on the company.

Mr. Girard mentioned that NW Fiber is a newer company out of Kirkland, Washington. This company started Waze broadband.

Jessica from NW Fiber spoke to Roberts question above (Agenda Item 5) she mentioned that she's been working with other agencies and has not heard of any issues.

Staff asked the Council to Review the 7.3 Resolution R-2019-16 A RESOLUTION
CONSENTING TO THE TRANSFER OF CONTROL OF THE FRANCHISEE
AND OF THE CABLE FRANCHISE GRANTED TO FRONTIER
COMMUNICATIONS CORPORATION TO NW FIBER, LLC, WITH
CONDITIONS.

MOTION MADE BY COUNCILOR BUEHNER TO APPROVE THE RESOLUTION R-2019-16, SECONDED BY COUNCILOR BOYLSTON.

VOICE VOTE: 7-AYES – 0-NEYS – 0 ABSTENTIONS– 0- RECUSED THE MOTION CARRIED 7-0.

7.2.1 Seahawks proposal to use the Park.

This an offer to use that park at a fee base. Seahawks would use that park for its multi summertime camps and sports.

Councilors asked if the park would still be open for others to play. Staff said yes, Seahawks usually use a small space but move around.

Public Works will need to place a sign saying this place is reserved for the time they are using it in advance, so the public knows. The City can also do a press release.

Councilor Fender asked if Public Works could paint the parking spaces in the gravel parking lot a little more.

MOTION MADE BY COUNCILOR BUEHNER TO AUTHORIZE CITY MANAGER TO NEGOTIATION A CONTRACT WITH SEAHAWKS AND BRING IT BACK TO THE COUNCIL, SECONDED BY COUNCILOR PAULSEN.

VOICE VOTE: 7-AYES – 0-NEYS – 0 ABSTENTIONS– 0- RECUSED THE MOTION CARRIED 7-0.

7.2.2 Employee Recognition

The City Staff and Council disused employee recognition.

MOTION MADE BY COUNCILOR FENDER TO APPROVE THE EMPLOYEE RECOGNITION WITH A HEARTFELT APPRECIATION FROM THE CITY COUNCIL, SECONDED BY COUNCILOR PAULSEN.

VOICE VOTE: 7-AYES – 0-NEYS – 0 ABSTENTIONS– 0- RECUSED THE MOTION CARRIED 7-0.

7.3 Resolution R-2019-16 was approved in 7.2.

7.4 Resolution R-2019-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING CITY AUTHORIZING A LOAN FROM THE SPECIAL PUBLIC WORKS FUND BY ENTERING INTO AN AMENDED FINANCING CONTRACT WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY

**MOTION MADE BY COUNCILOR BUEHNER TO APPROVE
RESOLUTION R-2019-17, SECONDED BY COUNCILOR BOYLSTON.**

**VOICE VOTE: 7-AYES – 0-NEYS – 0 ABSTENTIONS– 0- RECUSED
THE MOTION CARRIED 7-0.**

7.5 Financials

1. June 2019
2. July 2019
3. August 2019

Staff reported on the Financials and mention that we are still doing good with the finances.

**MOTION MADE BY COUNCILOR PAULSEN TO APPROVE THE
FINANCIALS, SECONDED BY COUNCILOR BUEHNER.**

**VOICE VOTE: 7-AYES – 0-NEYS – 0 ABSTENTIONS– 0- RECUSED
THE MOTION CARRIED 7-0.**

7.6 2020 Small City Allotments Program Awards Announcement

Staff informed the council that the city was awarded a \$100,000 grant. Staff mentioned that the Grant Agreement attached is not the final one yet.

No action at this time.

7.7 Consider Planning Commission Appointments

1. Marc Manelis
2. John Walter
3. Laurie Petrie

Council members briefly discussed and thanked them for their continued services.

**MOTION MADE BY COUNCILOR BUEHNER TO REAPPOINT MARC
MANELIS, JOHN WALTER, AND LAURIE PETRIE TO THE PLANNING
COMMISSION, SECONDED BY COUNCILOR FENDER.**

**VOICE VOTE: 7-AYES – 0-NEYS – 0 ABSTENTIONS– 0- RECUSED
THE MOTION CARRIED 7-0.**

Agenda Item 8: Police Chief's Report

King City residents have approved the new police levy.

There have been some vehicle break-ins.

Chief reported that the new speed sign data is coming in. He mentioned that SW Royalty parkway has about a thousand cars per day, and the average speed is 22 MPH.

Agenda Item 9: City Manager's Report

The City is purchasing some new trees for the Park.

PW is looking at getting a mower for the park – this would be an investment of about \$12,000.

Agenda Item 10: Mayor and Councilor's Reports

- Councilor Platt – No Report.
- Councilor Ocholi – No Report
- Councilor Fender – mentioned that they had an excellent Veterans day event. She also mentioned that King City has its own Boy Scouts program.
- Councilor Boylston – No Report
- Councilor Buehner – She reported attending the MPAC meeting they are doing a lot of technical grants.
- Councilor Paulsen – will have more detail for the CBDG meeting next month.
- Mayor Gibson – mentioned that he attended the housing forum and one of the issues reported was that King City Poverty rate is 15%

Agenda Item 12: Adjournment

COUNCILOR FENDER MOVED TO ADJOURN THE MEETING, COUNCILOR BOYLSTON SECONDED, THE MEETING ADJOURNED AT 9:20 P.M.

Respectfully Submitted by:

Attested by:

Ronnie Smith
City Recorder

Mike Weston
City Manager

Item 7.1 Financials
1. Septembers

CITY OF KING CITY

SUMMARY

GENERAL FUND

AS OF 09/30/2019

Revenues	Accrual Basis Adopted Budget	Accrual Basis Current September	Year to Date	% of Budget 25.00%
OPENING BALANCE Assets Net				
OPENING BALANCE Assets Net				
OPENING BALANCE Assets Net				
OPENING BALANCE Operating	\$ 1,300,000.00	\$ -	\$ 1,861,580.49	143.20%
INTEREST				
Interest	\$ 30,000.00	\$ 1,665.86	\$ 6,651.01	22.17%
REVENUES			\$ -	
Property Tax	\$ 790,000.00	\$ 1,256.41	\$ 5,281.38	0.67%
Other Taxes	\$ 237,800.00	\$ 12,924.13	\$ 25,481.10	10.72%
Total Grants	\$ 13,295.00	\$ -	\$ -	0.00%
Fees - License	\$ 20,000.00	\$ 920.00	\$ 9,076.94	45.38%
Fees - Franchise	\$ 240,000.00	\$ 15,828.00	\$ 15,828.00	6.60%
Fees - Passports	\$ 80,000.00	\$ 3,990.00	\$ 15,975.00	19.97%
Fees - Building Permits	\$ 43,000.00	\$ 1,962.57	\$ 7,849.51	18.25%
Fees - New Development Review	\$ 14,000.00	\$ -	\$ -	
Fees - Building Permits Taxes	\$ 36,000.00	\$ 227.83	\$ 354.67	0.99%
Fees - Annexation	\$ -	\$ -	\$ -	
Proceeds - Court	\$ 80,000.00	\$ 6,711.41	\$ 20,678.56	25.85%
Proceeds - Court Fine Delinquent		\$ 39,077.76	\$ 70,420.30	
Revenue - Water	\$ 71,800.00	\$ -	\$ -	0.00%
Miscellaneous	\$ 1,000.00		\$ 2,370.59	237.06%
Total Transfer In	\$ 401,735.00	\$ 33,477.98	\$ 100,433.98	25.00%
CURRENT REVENUES	\$ 2,058,630.00	\$ 118,041.95	\$ 280,401.04	13.62%
TOTAL REVENUES	\$ 3,358,630.00	\$ 118,041.95	\$ 2,141,981.53	63.78%

Expenditures

	Accrual Basis Adopted Budget	Accrual Basis Current September	Year to Date	% of Budget 25.00%
CITY COUNCIL	\$ 88,160.00	\$ 2,327.80	\$ 18,771.10	21.29%
CITY MANAGER	\$ 169,869.00	\$ 14,695.03	\$ 44,792.23	26.37%
PLANNING & FINANCE	\$ 533,843.00	\$ 36,568.41	\$ 99,584.70	18.65%
PUBLIC INFORMATION	\$ 6,000.00	\$ 233.33	\$ 699.99	11.67%
POLICE MUNICIPAL COURT	\$ 117,800.00	\$ 10,514.22	\$ 25,934.16	22.02%
BUILDING DEPARTMENT	\$ 89,261.00	\$ 1,267.64	\$ 6,416.92	7.19%
POLICE ADMINISTRATION	\$ 89,222.00	\$ 11,981.57	\$ 25,180.88	28.22%
POLICE OPERATION	\$ 967,783.00	\$ 75,499.73	\$ 215,452.91	22.26%
GENERAL SERVICES - TRF & CONT	\$ 1,196,692.00	0	\$ -	0.00%
GENERAL SERVICES - DEBT SERVICE	\$ 100,000.00	0	\$ -	0.00%
TOTAL EXPENDITURES	\$ 3,358,630.00	\$ 153,087.73	\$ 436,832.89	13.01%
Account's Receivable - Collection/Fines			(\$276,855.18)	
ENDING FUND BALANCE	\$ -	\$ (35,045.78)	\$ 1,428,293.46	

STREET FUND**AS OF 09/30/2019**

Revenues	Accrual Basis Adopted Budget	Accrual Basis Current September	Year to Date	% of Budget 25.00%
OPENING BALANCE Assets Net				
OPENING BALANCE Operating	\$ 100,000.00	\$ -	\$ 59,350.18	59.35%
INTEREST				
Interest	\$ 5,500.00	\$ 109.28	\$ 347.04	6.31%
REVENUES				
Total Taxes	\$ 304,500.00	\$ 26,717.97	\$ 45,392.13	14.91%
Total Grants	\$ 50,000.00	\$ -	\$ -	
FEES - CWS/SWM	\$ 56,000.00	\$ -	\$ -	0.00%
Miscellaneous	\$ 500.00		\$ -	
TRANSFERS IN				
Trf: Park SDC Fund	\$ 20,000.00	\$ 1,666.66	\$ 5,000.06	
CURRENT REVENUES	\$ 436,500.00	\$ 28,493.91	\$ 50,739.23	11.62%
TOTAL REVENUES	\$ 536,500.00	\$ 28,493.91	\$ 110,089.41	20.52%
<hr/>				
Expenditures				
	Accrual Basis Adopted Budget	Accrual Basis Current September	Year to Date	% of Budget 25.00%
Roadway/Signs/Markings/Lighting	\$ 36,194.00	\$ 944.02	\$ 1,308.29	3.61%
Street Operation	\$ 213,306.00	\$ 14,349.99	\$ 37,381.09	17.52%
capital Improvements	\$ 287,000.00	\$ 91,147.13	\$ 92,638.96	32.28%
TOTAL EXPENDITURES	\$ 536,500.00	\$ 106,441.14	\$ 131,328.34	24.48%
<hr/>				
ENDING FUND BALANCE	\$ -	\$ (77,947.23)	\$ (21,238.93)	

CITY OF KING CITY

SUMMARY

LOCAL OPTION FUND

AS OF 09/30/2019

	Accrual Basis	Accrual Basis	Year to Date	% of Budget
	Adopted Budget	Current September		
Revenues				25.00%
OPENING BALANCE Assets Net		\$ -	\$ -	
INTEREST				
Interest	\$ 500.00	\$ (84.70)	\$ (126.00)	-25.20%
REVENUES				
Tax -Property	\$ 280,000.00	\$ -	\$ 518.48	0.19%
Tax -Property Delinquent	\$ 3,000.00	\$ 452.80	\$ 1,393.77	46.46%
TRANSFERS IN				
Trf: General Fund	\$ -	\$ -	\$ -	
CURRENT REVENUES	\$ 283,500.00	\$ 368.10	\$ 1,786.25	0.63%
TOTAL REVENUES	\$ 283,500.00	\$ 368.10	\$ 1,786.25	0.63%
Expenditures				
	Accrual Basis	Accrual Basis	Year to Date	% of Budget
	Adopted Budget	Current September		
				25.00%
Transfers Out	\$ 283,500.00	\$ 23,625.00	\$ 70,875.00	25.00%
TOTAL EXPENDITURES	\$ 283,500.00	\$ 23,625.00	\$ 70,875.00	25.00%
ENDING FUND BALANCE	\$ -	\$ (23,256.90)	\$ (69,088.75)	

PARK SYSTEM DEVELOPMENT FUND

AS OF 09/30/2019

		Accrual Basis		Accrual Basis	Year to Date	% of Budget
		Adopted Budget		Current September		25.00%
Revenues						
OPENING BALANCE Assets Net	\$	440,000.00	\$	-	\$ 341,599.17	77.64%
INTEREST						
Interest	\$	3,000.00	\$	638.63	\$ 2,117.42	70.58%
REVENUES						
System Development Charges	\$	31,950.00	\$	-	\$ -	0.00%
METRO	\$	-	\$	-	\$ -	
TRANSFERS IN						
Trf: General Fund	\$	-	\$	-	\$ -	
CURRENT REVENUES	\$	34,950.00	\$	638.63	\$ 2,117.42	6.06%
TOTAL REVENUES	\$	474,950.00	\$	638.63	\$ 343,716.59	72.37%

Expenditures

		Accrual Basis		Accrual Basis	Year to Date	% of Budget
		Adopted Budget		Current September		25.00%
Transfers Out	\$	70,000.00	\$	5,833.40	\$ 17,500.20	25.00%
Park Improvements	\$	100,000.00	\$	54,407.29	\$ 54,407.29	54.41%
Contingency	\$	100,000.00	\$	-	\$ -	0.00%
Reserved for Future Expenditure	\$	204,950.00	\$	-	\$ -	0.00%
TOTAL EXPENDITURES	\$	474,950.00	\$	60,240.69	\$ 71,907.49	15.14%
ENDING FUND BALANCE	\$	-	\$	(59,602.06)	\$ 271,809.10	

CITY OF KING CITY

SUMMARY

Transportation Development Tax Fund

AS OF 09/30/2019

	Accrual Basis	Accrual Basis	Year to Date	% of Budget
	Adopted Budget	Current September		
Revenues				25.00%
OPENING BALANCE Assets Net	\$ 2,400,000.00	\$ -	\$ 2,076,717.54	
INTEREST				
Interest - TDT	\$ 32,000.00	\$ 3,491.28	\$ 12,548.58	
REVENUES				
TDT	\$ 84,580.00	\$ -	\$ -	
METRO	\$ -	\$ -	\$ -	
TRANSFERS IN				
Trf: General Fund	\$ -	\$ -	\$ -	
CURRENT REVENUES	\$ 116,580.00	\$ 3,491.28	\$ 12,548.58	
TOTAL REVENUES	\$ 2,516,580.00	\$ 3,491.28	\$ 2,089,266.12	
Expenditures				
	Accrual Basis	Accrual Basis	Year to Date	% of Budget
	Adopted Budget	Current September		
Capital Outlay TDT				25.00%
Street Improvements -	\$ 1,000,000.00	\$ 863,408.85	\$ 1,129,417.35	
Transfers Out	\$ 48,000.00	\$ 4,000.00	\$ 12,000.00	
Contingency	\$ 100,000.00	\$ -	\$ -	
Reserved for Future Expenditure	\$ 1,368,580.00			
TOTAL EXPENDITURES	\$ 2,516,580.00	\$ 867,408.85	\$ 1,141,417.35	
ENDING FUND BALANCE	\$ -	\$ (863,917.57)	\$ 947,848.77	

Item 7.2 FY19-20 Supplemental Budget Hearing and Resolution R2019-18

- 1. Notice of Supplemental Budget Hearing**
- 2. Resolution R2019-18**

NOTICE OF SUPPLEMENTAL BUDGET HEARING

A public hearing on a proposed supplemental budget for City of King City, Washington County, State of Oregon, for the fiscal year July 1, 2019 to June 30, 2020, will be held at 15300 SW 116TH AVE. King City, OR 97224. The hearing will take place on the 18th day of December 2019 at 7:00 p.m. The purpose of the hearing is to discuss the supplemental budget with interested persons.

CITY OF KING CITY - SUPPLEMENTAL BUDGET (1) REVISIONS FY 2019 - 2020

REVENUES

	ACCT. NO	ADOPTED BUDGET	BUDGET ADJUST	REVISED BUDGET
General Fund				
OPENING BALANCE		1300000	550000	1850000
Interest	4010101	30000	5000	35000
VEHICLE REGISTRATION TAX	4030103	40000	20000	60000
Miscellaneous Tax	4030199	40000	40000	80000
Grant - MACC (2) replacing older equipment for BUG	4050112	0	35200	35200
Grant - MACC (3) Generator for BUG connection	4050113	0	32000	32000
Revenue - Water	4110101	71800	18200	90000
Street Fund				
OPENING BALANCE		100000	-40000	60000
Tax - State Gas	4035101	250000	20000	270000
Fees - CWS / SWM	4065101	56000	4000	60000
Park SDC's Fund				
OPENING BALANCE		440000	5964	445964
Interest	4017301	3000	5000	8000
TOTAL			695364	

EXPENDITURES

	ACCT. NO	ADOPTED BUDGET	BUDGET ADJUST	REVISED BUDGET
GENERAL FUND				
CITY COUNCIL				
Special Dept. Expenses - Miscellaneous	6281199	4000	4000	8000
Capital Outlay - Monitor,Computer Iphone Ipad	7012005	0	9000	9000
Capital Outlay - Hardware accessories	7012006	0	2500	2500
CITY MANAGER				
Utilities Expense - Telephone & Internet	6132101	3200	800	4000
Building maintenance - Services & supply	6192101	2000	10000	12000
Special Department Expenses - Miscellaneous	6282199	1000	1000	2000
Capital Outlay - CityHall remodeling Project	7012101	0	4000	4000
PLANNING / FINANCE				
Salaries & Wages - City Manager	5012201	112500	8500	121000
Salaries & Wages - Finance	5022201	65500	900	66400
Salaries & Wages - Public work director	5032204	0	46000	46000
Salaries & Wages - Employee Recognition	5042203	0	10400	10400
Payroll Taxes - S.S & Medicare	5052201	17500	4600	22100
Benefits - Retirement 401K	5072201	78500	18700	97200
Benefits - Medical/Dental/Life Insurance	5072202	79500	19000	98500
HRA VEBA Plan	5072204	7200	1800	9000
Contract Benefits	5072205	2400	800	3200
Utilities - Telephone & Internet	6132201	800	200	1000
Professional Services - Accounting Services	6152203	45000	5000	50000
Contract Services - Computer Support	6272203	30000	10000	40000
Capital Outlay - Monitor,Computer,Iphone,Ipad	7012205	3000	1000	4000

Capital Outlay - Software / Hardware	7012206	3000	1000	4000
Capital Outlay - New City Hall Furniture expenses	7012207	0	1000	1000
COURT				
Salaries / Wages - Municipal Court Clerk	5032501	60000	-5000	55000
Salaries & Wages - Employee Recognition	5032512	0	1170	1170
Special Dept. Expenses - Court Distributed payments	6282501	20000	5000	25000
POLICE OPERATION				
Police Chief	5023201	95000	5250	100250
Police Officer - Lieutenant	5023221	84000	4500	88500
Police Officer - 04	5033214	62000	-8800	53200
Police Officer - 06	5033216	55500	1000	56500
Reserved Officer 01	5033218	20000	-20000	0
Reserved Officer 02	5033219	10000	-10000	0
Salaries & Wages - Employee Recognition	5033220	0	10500	10500
Extra Labor / Over Time	5043201	20000	5000	25000
Benefits - Medical/Dental/Life Insurance	5073202	131000	7000	138000
Benefits - HRA VEBA Plan	5073204	12600	750	13350
Department Supplies - Miscellaneous	6023299	1000	2000	3000
Utilities - Telephone & Internet	6133201	2000	2000	4000
Cellular Phone	6133206	5000	1500	6500
Vehicle Expense - Gasoline	6203201	12000	2000	14000
Contract Service - Web LEDS	6273208	1700	-1200	500
Washington Co. Sheriff Office Record	6273209	4000	1500	5500
REGJIN Access - Cities	6273211	7000	-1500	5500
Grant - MACC (2) replacing older equipment for BUG	6293212	0	35200	35200
Grant - MACC (3) Generator for BUG connection	6293213	0	32000	32000
Capital Outlay - MDT Tablet (Laptop) / Accessories	7013240	3000	1000	4000
Capital Outlay - Data Unit for speed trailer	7013243	9000	-1500	7500
DEBT SERVICE				
Loan principal payment	7524301	90000	-80000	10000
Loan Interest payment	7524311	10000	80000	90000
GENERAL SERVICES TRANSFER & CONTINGENCY				
Reserved for future expenditure	8114202	596692	470830	1067522
STREET FUND				
Street Operations - Salaries / Wages - Public Worker	5035401	38000	-38000	0
Payroll Tax - Social Security/Medicare	5055401	2500	-2500	0
Payroll tax - Tri-Met	5055402	250	-250	0
Payroll tax - SUTA	5055403	300	-300	0
Payroll tax - WBF	5065401	80	-80	0
Workers' Comp. Insurance	5065402	800	-800	0
Benefits - Retirement 401K	5075401	13000	-13000	0
Benefits - Medical/Dental/Life Insurance	5075402	20000	-20000	0
Benefits - HRA VEBA plan	5075404	1800	-1800	0
Benefits - Contract Benefits	5075405	800	-800	0
Contract Service - Landscape Service	6275402	7500	2500	10000
Special Dept. Expenses - Shop Supplies	6285402	500	1030	1530
Contingency	8115401	9446	58000	67446
Park SDC Fund				
Capital Outlay-Park Improvements- Multiuse Field	7017301	100000	50000	150000
Contingencies - Reserved for Future Expenditure	8117302	204950	-39036	165914
T.D.T Fund				
Capital Outlay-Street Improvements-131st & BeefBend	7018102	1000000	300000	1300000
Contingencies - Reserved for Future Expenditure	8118202	1368580	-300000	1068580
TOTAL			695364	

RESOLUTION R-2019-18

A RESOLUTION ALLOWING A SUPPLEMENTAL BUDGET INCREASE AND DECREASE PURSUANT TO ORS 294.338 PROVIDING FOR THE RECEIPT, APPROPRIATIONS AND EXPENDITURE OF UNEXPECTED FUNDS.

WHEREAS, there are expenditures that have occurred or are expected to occur during the 2019 - 2020 fiscal year which were not included in the City's original budget;

WHEREAS, the City of King City will follow Local Budget Laws and Administrative Rules as determined by the Oregon Dept. of Revenue which necessitated filing a supplemental budget;

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

1. The City Council hereby approves the Supplemental (1) Budget changes as noted a Exhibit "A" and Resolution R-2019-10 which approved the 2019-2020 Annual Budget is hereby amended.
2. This resolution shall take effect immediately upon its passage.

INTRODUCED and ADOPTED this 18th day of December, 2019.

By: _____
Mayor

ATTEST:

By: _____
City Recorder

Exhibit " A "

CITY OF KING CITY - SUPPLEMENTAL BUDGET (1) REVISIONS FY 2019 - 2020

REVENUES

	ACCT. NO	ADOPTED BUDGET	BUDGET ADJUST	REVISED BUDGET
General Fund				
OPENING BALANCE		1300000	550000	1850000
Interest	4010101	30000	5000	35000
VEHICLE REGISTRATION TAX	4030103	40000	20000	60000
Miscellaneous Tax	4030199	40000	40000	80000
Grant - MACC (2) replacing older equipment for BUG	4050112	0	35200	35200
Grant - MACC (3) Generator for BUG connection	4050113	0	32000	32000
Revenue - Water	4110101	71800	18200	90000
Street Fund				
OPENING BALANCE		100000	-40000	60000
Tax - State Gas	4035101	250000	20000	270000
Fees - CWS / SWM	4065101	56000	4000	60000
Park SDC's Fund				
OPENING BALANCE		440000	5964	445964
Interest	4017301	3000	5000	8000
TOTAL			695364	

EXPENDITURES

	ACCT. NO	ADOPTED BUDGET	BUDGET ADJUST	REVISED BUDGET
GENERAL FUND				
CITY COUNCIL				
Special Dept. Expenses - Miscellaneous	6281199	4000	4000	8000
Capital Outlay - Monitor, Computer Iphone Ipad	7012005	0	9000	9000
Capital Outlay - Hardware accessories	7012006	0	2500	2500
CITY MANAGER				
Utilities Expense - Telephone & Internet	6132101	3200	800	4000
Building maintenance - Services & supply	6192101	2000	10000	12000
Special Department Expenses - Miscellaneous	6282199	1000	1000	2000
Capital Outlay - CityHall remodeling Project	7012101	0	4000	4000
PLANNING / FINANCE				
Salaries & Wages - City Manager	5012201	112500	8500	121000
Salaries & Wages - Finance	5022201	65500	900	66400
Salaries & Wages - Public work director	5032204	0	46000	46000
Salaries & Wages - Employee Recognition	5042203	0	10400	10400
Payroll Taxes - S.S & Medicare	5052201	17500	4600	22100
Benefits - Retirement 401K	5072201	78500	18700	97200
Benefits - Medical/Dental/Life Insurance	5072202	79500	19000	98500
HRA VEBA Plan	5072204	7200	1800	9000
Contract Benefits	5072205	2400	800	3200
Utilities - Telephone & Internet	6132201	800	200	1000
Professional Services - Accounting Services	6152203	45000	5000	50000
Contract Services - Computer Support	6272203	30000	10000	40000
Capital Outlay - Monitor, Computer, Iphone, Ipad	7012205	3000	1000	4000
Capital Outlay - Software / Hardware	7012206	3000	1000	4000
Capital Outlay - New City Hall Furniture expenses	7012207	0	1000	1000
COURT				
Salaries / Wages - Municipal Court Clerk	5032501	60000	-5000	55000
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Special Dept. Expenses - Court Distributed payments	6282501	20000	5000	25000

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Police Chief	5023201	95000	5250	100250
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Police Officer - 06	5033216	55500	1000	56500
Reserved Officer 01	5033218	20000	-20000	0
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Benefits - Medical/Dental/Life Insurance	5073202	131000	7000	138000
Benefits - HRA VEBA Plan	5073204	12600	750	13350
Department Supplies - Miscellaneous	6023299	1000	2000	3000
Utilities - Telephone & Internet	6133201	2000	2000	4000
Cellular Phone	6133206	5000	1500	6500
Vehicle Expense - Gasoline	6203201	12000	2000	14000
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Capital Outlay - MDT Tablet (Laptop) / Accessories	7013240	3000	1000	4000
Capital Outlay - Data Unit for speed trailer	7013243	9000	-1500	7500
DEBT SERVICE				
Loan principal payment	7524301	90000	-80000	10000
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GENERAL SERVICES TRANSFER & CONTINGENCY				
Reserved for future expenditure	8114202	596692	470830	1067522
STREET FUND				
Street Operations - Salaries / Wages - Public Worker	5035401	38000	-38000	0
Payroll Tax - Social Security/Medicare	5055401	2500	-2500	0
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Benefits - Retirement 401K	5075401	13000	-13000	0
Benefits - Medical/Dental/Life Insurance	5075402	20000	-20000	0
Benefits - HRA VEBA plan	5075404	1800	-1800	0
Benefits - Contract Benefits	5075405	800	-800	0
Contract Service - Landscape Service	6275402	7500	2500	10000
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Contingency	8115401	9446	58000	67446
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Contingencies - Reserved for Future Expenditure	8118202	1368580	-300000	1068580
TOTAL			695364	

**Item 7.3 2020 Small City Allotments Grant Agreement
ODOT SCA**

GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
2020 SMALL CITY ALLOTMENT (SCA) PROGRAM
SW 116th Avenue Improvement Project
City of King City

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and City of King City, acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall end two (2) years after the Effective Date (the “Availability Termination Date”).
- 2. Agreement Documents.** This Agreement consists of this document and the following documents:
 - a. Exhibit A: Project Description**
 - b. Exhibit B: Recipient Requirements**
 - c. Exhibit C: Subagreement Insurance Requirements**
 - d. Exhibit D: Documentation provided by Recipient prior to execution of the Agreement (i.e. application, Part 1 of the Project Prospectus, or similar)**

Exhibits A, B and C are attached to this Agreement. Exhibit D is incorporated by reference. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C; Exhibit D.

- 3. Project Cost; Grant Funds.** The total estimated Project cost is \$167,280. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$100,000 (the “Grant Funds”). Recipient will be responsible for all Project costs not covered by the Grant Funds.
- 4. Project.**
 - a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the “Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to Section 4(c).

b. Eligible Costs. Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“Eligible Costs”).

i. Eligible Costs are actual costs of Recipient to the extent those costs are:

- (A) reasonable, necessary and directly used for the Project;
- (B) permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and
- (C) eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.

ii. Eligible Costs do NOT include:

- (A) operating and working capital or operating expenditures charged to the Project by Recipient;
- (B) loans or grants to be made to third parties;
- (C) any expenditures incurred before the Effective Date or after the Availability Termination Date; or
- (D) costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;
- (E) right of way costs; or
- (F) costs to adjust, reconstruct or relocate utilities.

c. Project Change Procedures.

- i.** If Recipient anticipates a change in scope or Availability Termination Date, Recipient shall submit a written request to their ODOT Contact. The request for change must be submitted before the change occurs.
- ii.** Recipient shall not proceed with any changes to scope or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT’s approval of a Recipient’s request for change. A request for change may be rejected at the sole discretion of ODOT.

5. Reimbursement Process.

- a.** ODOT shall reimburse Recipient for Eligible Costs up to the Grant Fund amount provided in Section 3. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT’s receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors,

consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement.

- b.** On or after the Effective Date, and upon written request by Recipient, ODOT may advance to Recipient 50% of the Grant Funds to the Recipient.
- c.** Each reimbursement request shall be submitted on letterhead to the ODOT Contact and include the Agreement number, the start and end date of the billing period, and itemize all expenses for which reimbursement is claimed. Upon request by ODOT, Recipient shall provide to ODOT proof of payment and backup documentation supporting Recipient's reimbursement requests.
- d.** Recipient shall, no later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs earlier, submit a final reimbursement request for the remaining eligible costs of Project which, when added to any amount previously advanced by State, shall not exceed the actual total cost of the Project or the Grant Funds, whichever is less. Failure to submit the final request for reimbursement within ninety (90) days could result in non-payment.
- e.** For any Project element described in Exhibit A, or required by law that is not constructed under this Agreement, ODOT may withhold payment until the work is completed or may reduce the final reimbursement request amount, at ODOT's discretion, in an amount commensurate with the work not performed.
- f.** Upon ODOT's receipt of the final reimbursement request, ODOT will conduct a final on-site review of the Project. ODOT will withhold payment of the final reimbursement request until the ODOT Contact, or designee, has completed the final review and accepted the Project as complete.
- g.** ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i.** ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii.** Recipient is in compliance with the terms of this Agreement.
 - iii.** Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- h.** Recovery of Grant Funds. Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to ODOT. Recipient shall return all Misexpended Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.

6. Representations and Warranties of Recipient. Recipient represents and warrants to ODOT as follows:

- a. Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- e. Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

7. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors

complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the “Secretary”) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.

- b. Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.
- c. Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 7 shall survive any expiration or termination of this Agreement.

8. Recipient Subagreements and Procurements

- a. Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, “subagreements”) for performance of the Project.
 - i.** All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii.** Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third party beneficiary of Recipient’s subagreement with the Contractor and to name ODOT as an additional or “dual” obligee on contractors’ payment and performance bonds.
 - iii.** Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT’s request at any time. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Subagreement indemnity; insurance.**

Recipient’s subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from and against any and

all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

- i. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's subrecipient is prohibited from defending the State, or that Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.
 - ii. If the Project or Project work is on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
 - iii. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.
 - iv. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, ensuring that:
- i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
 - ii. all procurement transactions are conducted in a manner providing full and open competition.
- d. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

9. Termination

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
 - i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
 - ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
 - iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
 - iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
 - v. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - vi. If the Project would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

10. GENERAL PROVISIONS

- a. **Indemnity.** RECIPIENT SHALL INDEMNIFY AND DEFEND ODOT AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF, OR RELATING TO THE INTENTIONAL MISCONDUCT, OR RECKLESS OR NEGLIGENT ACTS OR

OMISSIONS OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

ODOT shall reasonably cooperate in good faith, at Recipient's reasonable expense, in the defense of a covered claim. Recipient shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by Recipient. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, ODOT, its officers, employees or agents. ODOT may elect to assume its own defense with an attorney of its own choice and its own expense at any time ODOT determines important governmental interests are at stake. ODOT agrees to promptly provide Recipient with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Recipient may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of ODOT, which consent shall not be unreasonably withheld, conditioned or delayed.

b. Contribution.

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- ii. With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
- iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of

- expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- c. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
 - d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
 - e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
 - f. **No Third Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
 - g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10(g). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
 - h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this

Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- i. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute

a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

THE PARTIES, by execution of this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Project was approved on October 18, 2018 by the Program Implementation and Analysis Manager.

City of King City, by and through its elected officials

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

**LEGAL REVIEW APPROVAL
(If required in Recipient's process)**

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Mike Weston, City Manager
15300 SW 116th Avenue
King City, OR 97224
503-639-4082
mweston@ci.king-city.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Program Implementation and Analysis Unit Manager

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
Small City Allotment Program Manager

Date _____

By _____
State Traffic-Roadway Engineer

Date _____

ODOT Contact:

Matthew Novak
123 NW Flanders Street
Portland, OR 97209
503-731-3247
matthew.c.novak@odot.state.or.us

EXHIBIT A

Project Description

Agreement No. 33902

SW 116th Avenue Project

PROJECT DESCRIPTION

Project will remove existing pavement and apply HMAC overlay on 116th Avenue from SW Beefbend Road to approximately 23 feet south of Majestic Lane. Curbs to be replaced as needed, walkways to be constructed on the east side between SW Beefbend Rd and SW Crown Drive.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Section V.

SW 116th Avenue is part of the city street system under the jurisdiction and control of Recipient.

EXHIBIT B

Recipient Requirements

- I.** Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
- II.** Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.
- III.** Recipient shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of the Project is defined as seven (7) years from its completion date (the "Project Useful Life"). For any portion of the Project that is not within ODOT's or Recipient's jurisdiction (the "County Portion"), Recipient shall enter into a maintenance agreement with the county having jurisdiction over the County Portion (the "Maintenance Agreement"). The Maintenance Agreement must designate the entity that will maintain the County Portion for the Project Useful Life. No Grant Funds will be disbursed until ODOT receives an executed copy of the Maintenance Agreement. This paragraph shall survive any expiration of this Agreement.
- IV.** Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.
- V. Americans with Disabilities Act Compliance**
 - a. State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):
 - i.** Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
 - ii.** Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;

- iii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iv. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>
 - v. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway before acceptance of Project by Recipient and before release of any Recipient contractor.
 - vi. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days before the start of construction.
- b. Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
 - iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and

agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.

- [illegible]

VI. Work Performed within ODOT's Right of Way

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. If the Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- c. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- d. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The

ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

VII. GENERAL STANDARDS

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

If project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODOT. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

The insurance specified below is a minimum requirement that the contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.

Recipient shall require the contractor(s) to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

ii. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products

and completed operations, and contractual liability coverage. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

iv. ADDITIONAL INSURED.

The Commercial General Liability Insurance and Automobile Liability Insurance must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

v. "TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

vi. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

vii. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

The Recipient shall immediately notify ODOT of any change in insurance coverage.

Item 7.4 Skyhawks Presentation – Mike Alarcon

1. Confirmation of Services - Summer 2020

Confirmation of Services - I
City of King City
Summer - 2020



Username: mweston@ci.king-city.or.us

Contact Information

Primary Contact

Contact: Mike
Weston
Title:
Office Phone: 503-639-4082
Primary: Yes

Fax:
Home Phone:
Mobile Phone:
Email: mweston@ci.king-city.or.us

General Information

Organization: City
of
King
City
15300
Address: SW
116th
Avenue
City
Address 2: of
King
City
King
City,
City, ST, Zip: OR
97224
Organization Phone: 503-639-4082
FAX:
URL: http://www.ci.king-city.or.us/parks_and_recreation/
General Org Email: mweston@ci.king-city.or.us

Skyhawks Sports Academy Contacts - Skyhawks Sports Academy Corporate 800.804.3509

Franchisee: Mike Alarcon	Regional Account Manager: Erika Skar
Phone: 206-999-7343	Phone:
Email: malarcon@skyhawks.com	Email: eskar@skyhawks.com

Organization Logo

All logos should be submitted full color, 300 dpi, in any of the following formats (.eps/.ai/.tif/.jpg). Email logos to rweaver@skyhawks.com.



☐ This Logo is Correct and Current

☐ This Logo is Incorrect/Outdated. Please email a copy of your current logo to [Ryan Weaver](mailto:rweaver@skyhawks.com) at rweaver@skyhawks.com.

Liability Statement and Disclaimer

Please review your policy or policies for accuracy.

Liability Statement (customer agrees at checkout)	None.
Disclaimer (published on media)	None.

Session Schedule

Please review all dates, times, prices, ages and course numbers for accuracy.

COURSE NUMBERS LISTED HERE WILL PRINT ON OUR MEDIA.

If you have different course numbers, please provide them here.

For all completed and approved programs, Skyhawks Sports Academy will bill or submit payment at the conclusion of the program dependent on who is taking registrations. For special billing needs, please contact Mike Alarcon at 206-999-7343.

Activity	Begin/End Dates Location	Day(s) of the week	Time	Attendance Min/Max	Age Group	Course#	Advertised Price	Fees	Fee Type	Fee Split
<u>Soccer</u> <u>Camp</u>	06/15/20 06/19/20	M, Tu, W, Th, F	9:00a.m. 3:00p.m.	6 / 20	7 yrs. to 12 yrs.	SSA115687	\$179.00	\$179.0	Session	15.0% Org
King City Community Park 17470 SW Montague Way King City, OR 97224										
<u>Soccer</u> <u>Camp</u>	06/15/20 06/19/20	M, Tu, W, Th, F	9:00a.m. 12:00p.m.	6 / 20	4 yrs. to 7 yrs.	SSA115750	\$135.00	\$135.0	Session	15.0% Org
King City Community Park 17470 SW Montague Way King City, OR 97224										
<u>Multi-Sport</u> <u>Camp</u> (<u>Soccer</u> , <u>Basketball</u> , <u>Baseball</u>)	06/29/20 07/02/20	M, Tu, W, Th	9:00a.m. 3:00p.m.	8 / 20	7 yrs. to 12 yrs.	SSA115688	\$139.00	\$139.0	Session	15.0% Org
King City Community Park 17470 SW Montague Way King City, OR 97224										
<u>Mini-Hawk</u> <u>Camp</u> (<u>Soccer</u> , <u>Baseball</u> , <u>Basketball</u>)	06/29/20 07/02/20	M, Tu, W, Th	9:00a.m. 12:00p.m.	8 / 20	4 yrs. to 7 yrs.	SSA115747	\$99.00	\$99.0	Session	15.0% Org
King City Community Park 17470 SW Montague Way King City, OR 97224										
<u>Lacrosse</u> <u>Camp</u>	07/06/20 07/10/20	M, Tu, W, Th, F	9:00a.m. 12:00p.m.	6 / 20	7 yrs. to 12 yrs.	SSA115748	\$135.00	\$135.0	Session	15.0% Org
King City Community Park 17470 SW Montague Way King City, OR 97224										
<u>Baseball</u> <u>Camp</u>	07/20/20 07/24/20	M, Tu, W, Th, F	9:00a.m. 3:00p.m.	6 / 20	7 yrs. to 12 yrs.	SSA115749	\$179.00	\$179.0	Session	15.0% Org
King City Community Park 17470 SW Montague Way King City, OR 97224										
<u>Basketball</u> <u>Camp</u>	07/27/20 07/31/20	M, Tu, W, Th, F	9:00a.m. 12:00p.m.	6 / 20	4 yrs. to 7 yrs.	SSA115761	\$135.00	\$135.0	Session	15.0% Org
King City Community Park 17470 SW Montague Way King City, OR 97224										
<u>Flag</u> <u>Football</u> <u>Camp</u>	08/03/20 08/07/20	M, Tu, W, Th, F	9:00a.m. 3:00p.m.	6 / 20	7 yrs. to 12 yrs.	SSA115762	\$179.00	\$179.0	Session	15.0% Org
King City Community Park 17470 SW Montague Way King City, OR 97224										
<u>Tennis</u> <u>Camp</u>	08/17/20 08/21/20	M, Tu, W, Th, F	9:00a.m. 12:00p.m.	6 / 20	6 yrs. to 12 yrs.	SSA115763	\$135.00	\$135.0	Session	15.0% Org
King City Community Park										

17470 SW Montague Way
King City, OR 97224

Acceptance and Sign Off

Please take the time to review the Confirmation of Services, programing, financial information, and schedule. If you have no changes to the information in this document, please check 'accept' and sign below.

☐ Accept

☐ Accept with Changes

Signed: _____ Date: _____

City of King City

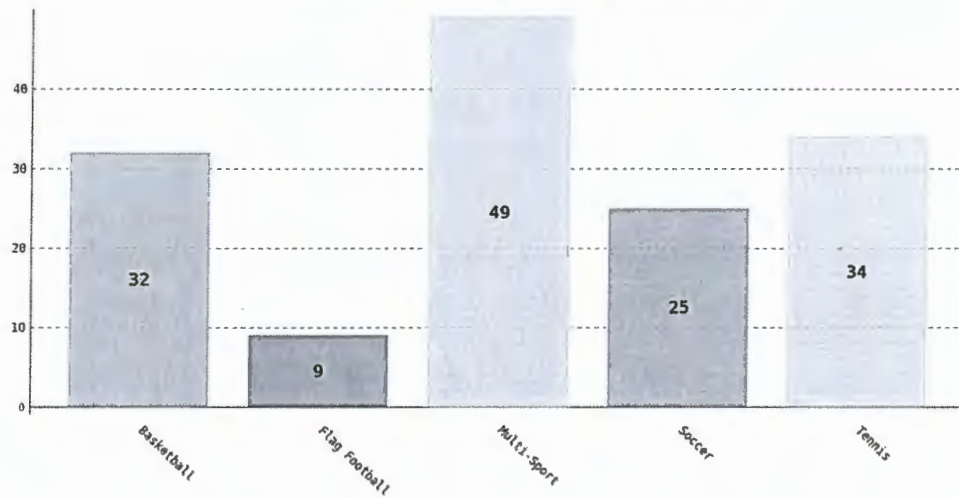
© Copyright 2011-2014 Skyhawks Sports Academy. All Rights Reserved.



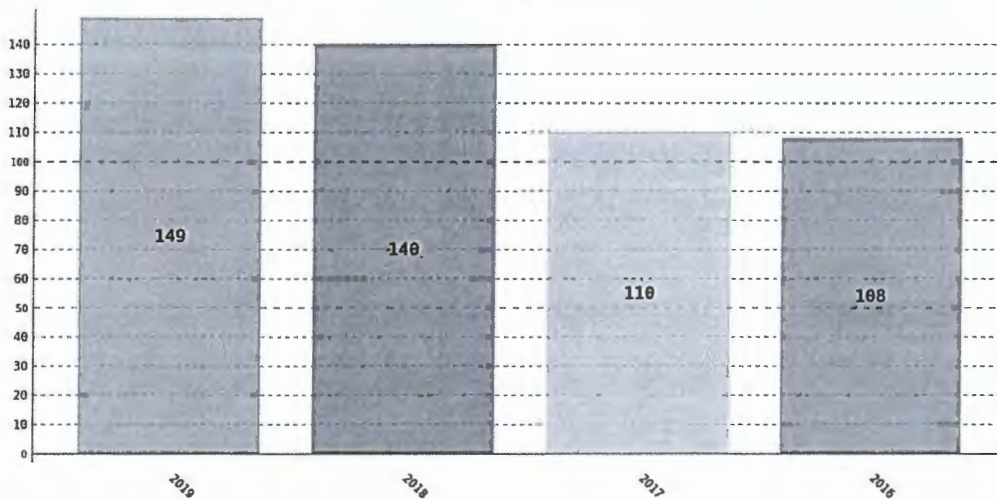
City of Tualatin Parks & Rec Summer 2019 Review

Total 2019 Count	149	Total 2018 Count	140	Total 2017 Count	110
Org Count	0	Org Count	0	Org Count	0
SSA Count	149	SSA Count	140	SSA Count	110
Programs Offered	20	Programs Offered	20	Programs Offered	19
Programs Cancelled	4	Programs Cancelled	4	Programs Cancelled	8

Number of Campers by Sport 2019



Counts by Year



KING CITY PARKS & RECREATION



YOUTH SPORTS SKILL-BASED PROGRAMS

Skyhawks Sports Academy provides sports programs where children discover and develop athletic skills and social values, such as teamwork, respect and sportsmanship. We offer children a positive sports experience while promoting a healthy, active lifestyle.

SUMMER 2020

SOCCER CAMP

(course)	(dates)	(days)	(time)	(ages)	(fee)	(location)
SSA115687	6/15 - 6/19	M-F	9:00 a.m. - 3:00 p.m.	7-12	\$179	King City Community Park
SSA115750	6/15 - 6/19	M-F	9:00 a.m. - 12:00 p.m.	4-7	\$135	King City Community Park

MULTI-SPORT CAMP (SOCCER, BASKETBALL, BASEBALL)

SSA115688	6/29 - 7/02	M-TH	9:00 a.m. - 3:00 p.m.	7-12	\$139	King City Community Park
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MINI-HAWK CAMP (SOCCER, BASKETBALL, BASEBALL)

SSA115747	6/29 - 7/02	M-TH	9:00 a.m. - 12:00 p.m.	4-7	\$99	King City Community Park
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LACROSSE CAMP

SSA115748	7/06 - 7/10	M-F	9:00 a.m. - 12:00 p.m.	7-12	\$135	King City Community Park
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BASEBALL CAMP

SSA115749	7/20 - 7/24	M-F	9:00 a.m. - 3:00 p.m.	7-12	\$179	King City Community Park
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BASKETBALL CAMP

SSA115761	7/27 - 7/31	M-F	9:00 a.m. - 12:00 p.m.	4-7	\$135	King City Community Park
-----------	-------------	-----	------------------------	-----	-------	--------------------------

FLAG FOOTBALL CAMP

SSA115762	8/03 - 8/07	M-F	9:00 a.m. - 3:00 p.m.	7-12	\$179	King City Community Park
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TENNIS CAMP

SSA115763	8/17 - 8/21	M-F	9:00 a.m. - 12:00 p.m.	6-12	\$135	King City Community Park
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SPACE IS LIMITED!

REGISTER TODAY»

Online:
skyhawks.com

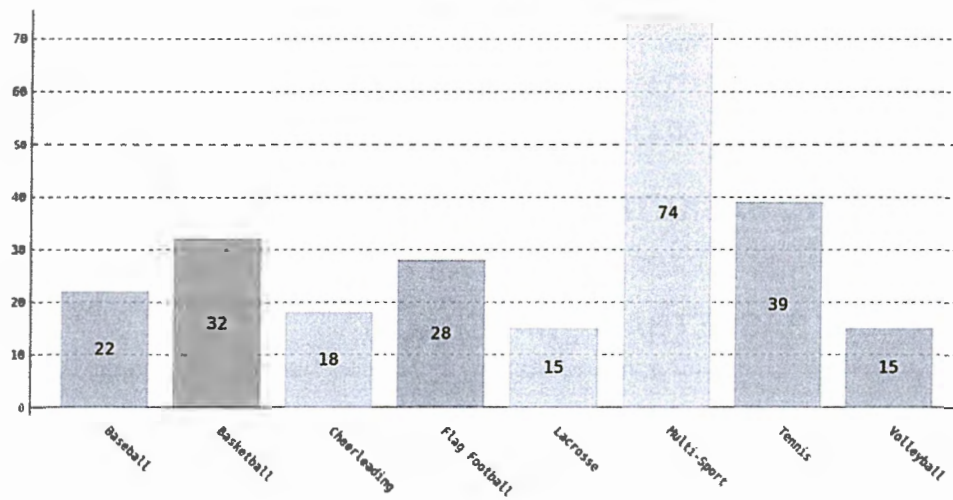
Phone:
206.999.7343



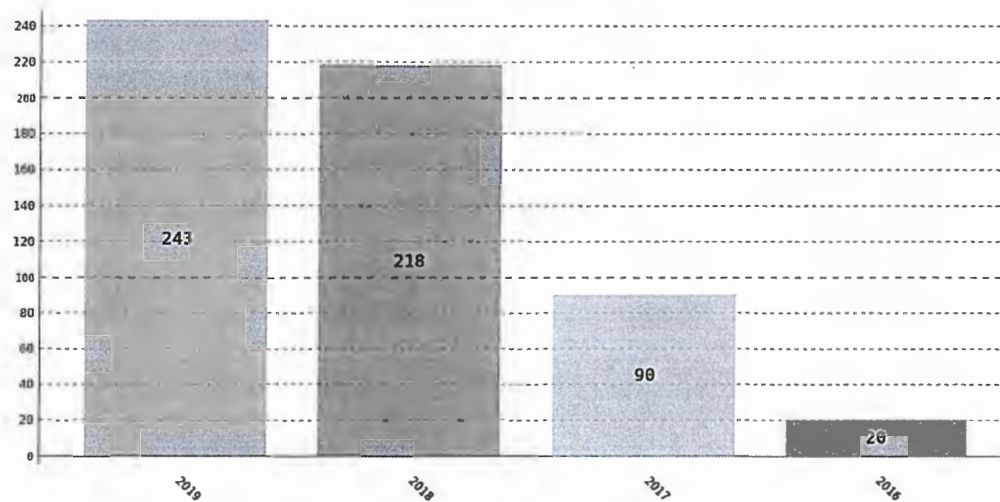
City of Tigard Parks & Rec Summer 2019 Review

Total 2019 Count	243	Total 2018 Count	218	Total 2017 Count	90
Org Count	73	Org Count	74	Org Count	36
SSA Count	170	SSA Count	144	SSA Count	54
Programs Offered	15	Programs Offered	13	Programs Offered	8
Programs Cancelled	1	Programs Cancelled	0	Programs Cancelled	1

Number of Campers by Sport 2019



Counts by Year



Skyhawks Sports Academy of Oregon

- Founded in Spokane, WA in 1979, Skyhawks has established itself as one of the largest youth sport program providers in the United States.
- Reputable sports organization; over 1.5 million children and young adults have attended a Skyhawks program.
- Work "hand in hand" with over 500 community-based organizations throughout the United States.
 - Park and Recreation Departments
 - Public/Private School Systems
 - YMCA
 - Boys & Girls Clubs
 - Jewish Community Centers
 - Home Owners Associations
 - Sports Commissions & National Governing Bodies of Sport
 - Youth Leagues & Clubs
 - Youth Serving Organizations
- Average camper is 7.9 years old
- Complete curriculum serving ages 3 to 14.
- Skyhawks offers a wide variety of sports programs and options appealing to a broad range of youth.
 - Soccer
 - Basketball
 - Volleyball
 - Multi-Sport
 - Baseball
 - Football
 - Lacrosse
 - Golf
 - Tennis
 - Cheerleading
 - STEM Sports
- Network of over 1500 trained coaches throughout United States.





RESPONSIBILITY



RESPECT



LEADERSHIP



SPORTSMANSHIP



TEAMWORK

- Staff:
 - 100% of coaches are certified with over 10 hours of hands-on training prior to taking the field
 - All staff have a national background check, 1st aid & CPR certification
 - All staff are student athletes from the local area
 - Dedicated customer service hotline available during all business hours

King City 2020 Proposal

- Offer Weekly Summer Camp Sports Programs
 - Daily Sports Enrichment with over 6 different sports
 - Specifically designed for ages 4-12
 - Sessions running either 9am-12pm, or 9am-3pm Monday - Friday
 - Participant to coach ratio of 12:1 to 8:1 depending on the sport and activity.
- Our programs were developed to give children a positive first step into athletics. The essentials of t-ball, soccer, basketball, tennis, golf, volleyball, cheer, flag football and non-traditional sports such as dodgeball, ultimate frisbee, disc and disc golf are taught in a safe, structured environment with lots of encouragement and a big focus on fun. Our Mini-Hawk and Multi-sport games and activities were designed to allow campers to explore balance, movement, hand/eye coordination and skill development at their own pace. Skyhawks staff are trained to handle the specific needs of both young and old athletes.
- Needs:
 - Access to restrooms
 - Shady area for breaks
 - Grass/ field sports
 - Court access for Tennis/Basketball
 - Access drinkable water
- There are not currently any summer camps utilizing the King City community park so participant estimates are based on surrounding communities Tigard and Tualatin. 3-year participation results for both Tigard and Tualatin are attached. By estimating approximately 10 participants per camp with 10 camps scheduled we expect around 90 participants for the first summer. With 15% revenue share agreement 90 campers would generate roughly \$1900 in revenue for King City for 7 weeks of park usage.

- Skyhawks will provide 1 scholarship good for one free participant at any camp per camp scheduled to be awarded at the discretion of King City. Marketing will consist of Social media, online targeted ads, flier handouts and banners placed where appropriate. King City will benefit from the proximity to neighboring established camps operating out of Tualatin and Tigard and the crossover from the marketing efforts aimed at those areas.
- All camps, times, dates fees etc. are flexible and can be modified at the request of King City. Camp participant numbers are estimates. Franchise Owner (Mike) lives in King City just blocks from the park and is available for volunteer maintenance efforts as needed. Skyhawks representatives will also be available for volunteering and community events as requested.

Skyhawks Sports Academy

The Leader in Youth Sports Since 1979



RESPONSIBILITY • RESPECT • LEADERSHIP • SPORTSMANSHIP • TEAMWORK



Skyhawks Sports Academy provides a wide variety of fun, safe, and positive programs that emphasize critical lessons in sports and life, such as teamwork, respect, and sportsmanship.

Our programs are designed to give each child a positive introduction into sports while fostering a lifelong love of an active, healthy lifestyle. Our knowledgeable and patient staff use a variety of skill-building games and activities to give every athlete a complete understanding and overview of the sport.

Our programs range from week-long summer camps to after-school programs, clinics, and leagues that teach athletes the fundamentals of each sport in order for them to build the required skills.

Since 1979, Skyhawks has taught more than 2 million boys and girls life skills through sports.



Teaching life skills through sports

-Adriano Eva
City of Spokane Parks & Recreation, WA



- » Skyhawks programs are available year-round and in over half of the United States.
- » Skyhawks partners with hundreds of local communities and community organizations.
- » Skyhawks employs over 1,000 first-aid & CPR certified coaches and directors every year.
- » Over 2 million boys and girls have completed a Skyhawks program nationwide.

Skyhawks Sports Academy
800.804.3509
www.skyhawks.com

Skyhawks offers a variety of skill-based sports programs for children ages 4-14.

Skyhawks programs are designed to teach fundamentals, develop skills and gain confidence on and off the field or court. In addition to single-sport programs, Skyhawks also offers Multi-Sport programs that combine two or more sports into a single program. For the youngest athletes, Skyhawks offers Mini-Hawk programs, age-appropriate programs focused on introducing the youngest athletes to a wide variety of sports at their own pace, with a curriculum specifically designed with younger children in mind.



BASEBALL

Learn the fundamentals of fielding, catching, throwing, hitting and base running in a fun, positive environment. Athletes learn new baseball skills along with vital life lessons such as respect, teamwork and responsibility.



MINI-HAWK

Athletes ages 4-7 explore balance, movement and hand/eye coordination in a safe, structured environment with lots of encouragement and a focus on fun. All games and activities are performed at the athletes own pace.



BASKETBALL

This fun, skill-intensive program is designed for beginning to intermediate athletes. Active sessions of passing, shooting, dribbling, and rebounding makes this one of our most popular programs.



MULTI-SPORT

Skyhawks Multi-Sport programs are designed to introduce athletes to a variety of sports in one setting. Athletes will learn the rules and essentials of two to three sports through skill-based games and scrimmages.



CHEERLEADING

Skyhawks cheerleading teaches the skills essential to lead crowds and support the home team! Each cheerleader learns proper hand and body techniques. The program concludes with a choreographed performance.



SOCCER

Skyhawks is the nation's #1 program for learning the fundamentals of soccer. Using our progressive curriculum, children will gain the technical skills and sport knowledge required for that next step into soccer.



FLAG FOOTBALL

Athletes learn skills on both sides of the football, including the core components of passing, catching, and defense - all in a fun and positive environment. The program ends with the Skyhawks Super Bowl.



TENNIS

Athletes learn proper grips, footwork, strokes, volleys, and serves, as well as the rules and etiquette that make tennis an exciting game. Programs fill quickly due to limited court space.



GOLF

Using the SNAG® (Starting New At Golf) system, athletes learn the fundamentals of swinging, putting, and body positioning for an effective transition onto the course. All equipment provided.



TRACK & FIELD

Skyhawks track & field programs combine technical development, proper techniques, and safety with a major focus on fun! Using special equipment, athletes learn the fundamentals of body positioning, stride, stretching & cool-down.



LACROSSE

Lacrosse combines basic skills used in soccer, basketball, and hockey into one fast-paced game. Players learn fundamentals like stick-handling, cradling, passing, and shooting in a fun, non-competitive environment.



VOLLEYBALL

All aspects of volleyball are taught through drills and exercises that focus on passing, setting, hitting, and serving. Our coaches will assist boys and girls in developing skills through game-speed drills and daily matches.

NOTE: Not all programs are available in all areas. Visit us online at Skyhawks.com or call 800.804.3509 for more information.



Teaching life skills through sports



Skyhawks has the ability to customize programs to meet the needs of your community.

Skyhawks Staffing

Skyhawks provides local, regional, and national management dedicated to supporting your organization. Providing quality assurance, tech support, and marketing assistance, Skyhawks is ready to make your organization's programs a success.

Skyhawks Safety

Safety is Skyhawks #1 priority for athletes. All coaches and program directors are required to have current CPR and first-aid certification, and undergo extensive safety training both on the field and in the classroom. All coaches and program directors also undergo a rigorous pre-hire screening which includes a criminal background check.

Skyhawks Liability Insurance

Skyhawks will issue a certificate of liability insurance to your organization and list you as additionally insured.

Skyhawks Gives Back

A portion of the revenue from Skyhawks programs will be given back to your organization.

Skyhawks Marketing and Promotions

Skyhawks' marketing department has the ability to create, execute, monitor, and analyze all aspects of promoting your camps, clinics, and leagues in partnership with Skyhawks. Marketing campaigns may include, but are not limited to: printed materials (large & small format), digital ad placement, social media outreach & advertisement, and direct mail advertising campaigns.

Skyhawks Curriculum

Our progressive, skill-based curriculum has been developed and fine-tuned through the years and has become a nationally-recognized, Family Choice Award winning standard of excellence. Our programming allows us to adapt teaching methods based on age and skill level, making Skyhawks a unique and prime choice for community-based sport programming.

Skyhawks Sports Academy
800.804.3509
www.skyhawks.com

Skyhawks creates lasting partnerships with a variety of groups including parks & recreation departments, schools, and other youth-focused organizations to help develop active and healthy communities one child at a time.



What registration processes do you have in place?

Skyhawks offers two options for registering athletes for programs at your organization. Both options handle the signup & registration process, as well as accept payment.

- 1. Skyhawks will accept and process ALL registrations.
- 2. Both Skyhawks and your organization accept and process registration.

Whichever registration process is the right fit for your organization, partnering with Skyhawks offers a number of benefits to help increase registration & retain customers, including:

- » Posting & promoting your programs at Skyhawks.com.
- » Sending automated emails encouraging evaluations at the end of programs.
- » Providing the ability to offer limited time and special pricing.
- » Providing confirmation of registration to customer and organization.
- » Providing customer service to answer any program questions.

Do you offer year-round programming?

Yes. In addition to our very popular summer session, Skyhawks offers camps, clinics, and leagues for fall, winter, and spring sessions.

Can I include a non-resident or non-member fee?

Yes, we can modify pricing strategy based on membership or residence.

What is the pricing structure for Skyhawks programs?

Skyhawks works with each organization to ensure proper pricing for the area.

What are your typical coach-to-athlete ratios?

Skyhawks' typical coach-to-camper ratio is 10:1, but can vary depending on camper age and sport.

What age groups/sport levels can you accommodate?

Skyhawks tailors its programs to introductory and intermediate players. Groups will be divided by age and then by ability. The emphasis is on learning skills and techniques in a low-pressure and appropriately-competitive environment. Fun & enjoyment are priorities at our programs.

Who are your coaches & what are their qualifications?

Skyhawks recruits high school varsity and college-age athletes who have demonstrated an exceptional ability to communicate and work with children.

Coaches and directors have participated in their respective sports at either a high school or college level. All coaches must complete: a personal interview, background check, classroom and on-field training, a coaches test and must be first-aid and CPR certified.

What options are there for program format?

During the summer months Skyhawks typically offers week-long 3-hour half-day, 6-hour full-day, and 1-2 hour evening programs. Year-round programs have a variety of options, with the most popular format meeting for 1-2 hours per session for 6-8 weeks.

Program format availability varies by location.

What do athletes receive at summer programs?

Each athlete receives a Skyhawks t-shirt and merit award or player evaluation for participating in a Skyhawks program. Select programs offer a free sport ball with participation.

How do I contact you?

Feel free to call our main office at 800.804.3509 or contact your local Skyhawks representative for more information. Additional information is available at Skyhawks.com.



[Skyhawks'] philosophy of running sports camps in a safe, fun, and positive environment has resonated with our residents. The children of our community have benefited from our relationship with Skyhawks every summer. Their staff is always punctual, responsible, and full of energy, which translates directly into a fun learning experience for the participants.

-Paul E. Piscitelli
City of Milford, CT

It has been a pleasure working with Skyhawks over the years! The coaches and directors are organized, professional, and engaged, making for an incredible camp experience. From initial customer contact to the on-field product, Skyhawks sports camps are top-notch. I highly recommend Skyhawks Sports Academy programs.

C.J. Stanford
Issaquah Parks & Recreation, WA



Skyhawks is a professional organization that brings college-level players to teach our campers skills, techniques, and the fundamental aspects of sports. Campers gain sportsmanship and a true understanding of the sport. We love Skyhawks for their accommodations and silliness to partner with our organization.

-Halle Schwartz

The Jewish Community Center of Greater Columbus, OH



The Jewish Community Center
of Greater Columbus

For over 10 years the City of Cupertino has contracted with Skyhawks Sports Academy to provide the bulk of our summer sports camp programs. Program participation rates and revenues have consistently risen each year due to Skyhawks' staff professionalism and enthusiasm for sports programming.

Jeff Ordway
City of Cupertino, CA



CUPERTINO

[Skyhawks Sports Academy] is extremely organized, professional, and flexible - from administration to program staff. The administrative team of Skyhawks provides our district with quality, well-trained staff to implement a variety of athletic opportunities for our students.

-Marisa Schrot

Rosemount/Apple Valley/Eagan Community Education, MN



Skyhawks Sports Academy
800.804.3509
www.skyhawks.com



Skyhawks

Teaching life skills through sports®

Skyhawks Sports Academy

9425 N Nevada St, Suite 210
Spokane, WA 99218

800.804.3509

www.skyhawks.com



RESPONSIBILITY • RESPECT • LEADERSHIP • SPORTSMANSHIP • TEAMWORK

7.5 Consider Planning Commission Appointments

1. Alex j. Mann

APPLICATION FOR APPOINTMENT TO BOARD or COMMISSION



Name: Mann Alex J Date: 12/05/2019
Last First Middle

Home Address: 13633 SW Macbeth Dr.

City/State/Zip: King City, Oregon, 97224

Is this address within the City? Yes I've lived in King City since: 2018

Telephone No.: 253-232-7827
Home Work Cell/Mobile

E-Mail Address: alexmann7827@gmail.com

Are you a registered Voter in the State of Oregon? Yes

Present Occupation: Corporate Recruiter

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:

Since graduating from Portland State University in 2013 with a degree in sociology, I explored a variety of professions and ultimately became a recruiter. I love the career choice as it pairs my passion for people with problem solving, organization, planning, and ambiguity, all aspects of work and life that I welcome and excel in. I've also enjoyed volunteering through the years for causes including youth sports coaching and poverty alleviation, amongst others. Please feel free to reference my attached resume for further details (please note that it does not have my new role as Corporate Recruiter at TerraFirma Foundation Systems on it as I just began the position in October).

Previous City appointments, offices or activities:

None

As additional background for the Mayor and City Council, please answer the following questions. Feel free to add additional pages.

1. What experience/training/qualifications do you have for this particular board or commission? You may attach a resume.

See attach

2. What specific contribution do you hope to make?

See attach

3. What community topics concern you that relate to this board or commission? Why do you want to become a member?

See attach

4. Describe your involvement in relevant community groups and activities. (Lack of previous involvement will not disqualify you from consideration.)

Signature

Date:

12/09/2019

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:

Please return this form to:

Date Received:	12/14/19	1:02 PM	City Recorder 15300 SW 116th Ave King City, OR 97224 503-639-4082 503-639-3771(FAX) rsmith@ci.king-city.or.us
Date Considered:			
Action by Council:			
Term Expires:			

*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).

Alex Mann

Portland, Oregon
253-232-7827
alexmannjobs@gmail.com
LinkedIn

Professional with over six years of experience seeking a position within the talent acquisition industry with a growing and supportive organization in the Portland area

Skills

- Full cycle recruiting including intake, sourcing, qualifying, negotiation, coordination, closing, and onboarding
- Interpersonal strengths include authenticity, ownership and accountability, and desire to continue to learn everyday
- Human resources skills include onboarding paperwork, background checks, references, and benefits
- Strong written and documentation skills, process improvement, efficiency, attention to detail, and quality assurance
- Technical tools and skills include the Microsoft Excel, Word, PowerPoint, Slack, the Adobe Suite, Applicant Tracking Systems (Bullhorn, Tracker), Sony production software, IBM SPSS, and a bit of coding
- Familiarity with Oregon employment laws and market, diversity recruiting, vendor neutrality

Experience

FEBRUARY 2018 – PRESENT

Senior Technical Recruiter / FlexIT / Miami, Florida (Remote)

- Full desk talent acquisition including account management, delivery, recruiting, onboarding, and human resources tasks for our global client Nike
- Triage and delegate new requisitions as they enter the system to my recruiting team, manage job postings
- Track key performance indicators (KPIs) and metrics, train recruiters on skills including creative search strategy, Boolean search logic, and rate negotiation
- Created informational documents that were distributed companywide to provide to prospective candidates
- Company leader in InMail metrics (total sent, acceptance rate, etc.) through personalized, creative approaches
- Led initiatives to improve processes by creating our requisition tracking board, spread calculator, as well as informational documents to further attract potential candidates
- *Key tools: LinkedIn Recruiter, Monster, Indeed, Dice, Tracker ATS, Orsus, Paylocity, MS Office Suite, Skype, BlueJeans, Calendly*

JANUARY 2017– JANUARY 2018

Technical Recruiter / Apex Systems / Portland, Oregon

- Conducted full cycle IT recruiting, contractor management, and human resources activities for over 40 major Portland clients including Daimler, Nike, adidas, The Standard, and Wells Fargo, amongst others
- Generated over \$10,000 in weekly spread input within my first 9 months that added over \$500,000 in annual revenue
- Successfully established pipeline and network, including over 10,000 followers on LinkedIn
- Recipient of 2017 Recruiter of the Year award within the Portland Branch
- *Key tools: Bullhorn ATS, LinkedIn Recruiter, Monster, CareerBuilder, Dice, Indeed, MS Office Suite, Excel, Sterling*

SEPTEMBER 2016 – FEBRUARY 2017 (SEASONAL-TEMPORARY)

City Carrier Assistant / United States Postal Service / Portland, Oregon

- Joined USPS on a temporary basis for the holiday season while exploring career interests
- Consistently worked 6-7 days per week for duration, often working in excess of 60 hours per week
- Managed several different routes on a daily basis, requiring quick learning and the ability to navigate an ambiguous environment
- Strong self-awareness and attention to detail required to ensure safe and accurate delivery of customers parcels and mail

SEPTEMBER 2015 – MARCH 2016

Brand Ambassador / Hauge Provisions of Oregon / Portland, Oregon

- Exclusively managed accounts with Kroger (Fred Meyer) in the state of Oregon and southwest Washington while exploring career interests
- Utilized data, relationship building, and networking to support company growth
- Coordinated supply chain distribution as liaison between source and consumer

MAY 2014 – JUNE 2015

Direct Support Specialist / Child & Family Support Services / Phoenix, Arizona

- Provided behavioral health support to clientele with developmental disabilities and social challenges
- Duties included personal crisis intervention, behavior and practical living skills training, family support, formal documentation to be audited by Medicaid and made available for possible judicial review, contribution to support plans, and facilitate formal meetings with families and involved providers.
- Relocated back to Portland after my daughter's birth to be closer to family

Education

Bachelor of Science / Portland State University, 2013

- Major: Sociology, Psychology
- Areas of Focus: Data Analysis, Industrial/Organizational Psychology, Quantitative Research, Globalization

Volunteer / Internship

2019- Present

Volunteer / Search for Extraterrestrial Existence (SETI) / Remote

2013- 2014

Youth Basketball Coach / Tualatin Hills Parks and Recreation District / Beaverton, Oregon

2013

Workshop Facilitator / Donald E. Long Youth Detention Center / Portland, Oregon

2012-2013

Donation Pickup / Sunshine Pantry / Beaverton, Oregon

2011-2012

Intern / Oregon Department of Corrections, Office of Inspector General / Salem, Oregon

Alex Mann

13633 SW Macbeth Dr.
King City, Oregon

alexmannjobs@gmail.com

[LinkedIn](#)

References:

1. Dan Vanderson

Senior Technical Recruiter, FlexIT Global
[REDACTED]
[REDACTED]

Dan is a Senior Recruiter with FlexIT and recruited me and conducted the initial interview. He trained me on their systems and we've worked alongside each other for the duration of my time at FlexIT.

2. Tom Hardy

Technical Recruiter, FlexIT Global
[REDACTED]
[REDACTED]

Tom and I have worked together at FlexIT on the Nike account since I began there.

3. Julian Gomez

Technical Recruiter, FlexIT Global (Now employed by Robert Half as Recruiting Manager)
[REDACTED]
[REDACTED]

Julian was new to the industry when I began working for FlexIT and I mentored him while peers before he left for a position at Robert Half.

4. Jay Pedersen

Senior Software Engineer II – Nike
[REDACTED]
[REDACTED]

Jay was one of the first contractors that I placed after joining FlexIT. He relocated from San Diego for the role and recently went full time at Nike.

5. Stephen Hammill

Data Information Architect – Nike
[REDACTED]
[REDACTED]

Stephen was placed at Nike last fall and I quickly became his point of contact after his recruiter left the company.

Recommendations

Jennifer Martin

Placed at Nike as Scrum Master

September 21, 2019

From the get go, Alex, has been a great relationship builder. His ability to stay actively involved and pragmatic was a life-saver during my roller coaster of a journey. He's also a solid listener with a knack for turning dreams into reality! He treats his "clients" like family and is quick to lend his problem solving skills!

Chris Snethen

Placed at Nike as a Scrum Master

July 31, 2019

Alex and I worked together on a new position for me this spring. From our first interactions, I could tell he was different. Where most recruiters are looking to fill quotas and put butts in seats, Alex took the time to get to know me and tease out what I was looking for in my next position. He knew I wasn't going to settle and immediately went to work. We spoke every week about what he'd found for me and we sifted through several different requisitions before we found a couple that looked perfect. Alex took it from there. In no time, he came back with requests for interviews and closed my next contract in less than a week. I really appreciate his diligence, attention to detail, and fantastic communication skills. Always one step ahead, I never had to ask for status or next steps. Alex is very pro-active and willing to go the extra mile. 10/10 Would work with him again.

Evan Hallmark

Placed at Nike as a Data Scientist

July 30, 2019

It has been a great pleasure to work with Alex Mann. He is very diligent, personable, and professional. When I was looking for a new job, Alex proved to be an extremely valuable resource, and I am continuously grateful for all of his advice, expertise, and support. He has played a major role in the advancement of my career, and I could not have asked for a better professional relationship.

Becky Moshenek

Placed at Nike as a Scrum Master

July 26, 2019

Alex was a steady, caring recruiter who helped me transition from a long term job on one side of the country to one on the other side of the country. He was always friendly and kept me calm as the process was fast and completed quickly. He was essential in fighting for me when I needed a bit more time then the client wanted at first. He worked hard to get me all the information I asked for and even went out of his way to go look at apartment complexes for me. Thanks Alex!

Adam Tenderholt

Placed at Nike as a Senior Java Engineer

July 26, 2019

Alex was great to work with. Not only is he very friendly and positive, he found several relevant roles and was quick to line up interviews. I'd definitely consider working with him again in the future.

Harrison Cooper

Placed at Nike as a Scrum Master

July 23, 2019

I worked with Alex and FlexIT through my hiring process at Nike. It was a great experience working with him, especially after years of different experiences with recruiters and human resource staff. He sets his self apart from beginning to the end of the hiring process, no matter full time or contract, executive or staff level experience. He makes himself available and is transparent for all the information a candidate may need as they matriculate through the hiring process. Pay, benefits, work environment, and the territories that he covers, he makes a point of staying well informed for any type of candidate. Alex answered all my questions or found the answers to my questions. He makes a point to provide ample time to each of the candidates he works with without a lack in the area of consistency. I know he has built a robust pipeline of recruiting IT professionals across multiple states in just a few years. I am happy to recommend him for future candidates to trust him being a valuable asset in assisting with career transition.

Jay Pedersen

Placed at Nike as a Senior Software Engineer

July 23, 2019

Alex was an absolute pleasure to work with over the past year. He is not your typical recruiter. He took a lot of time to understand my skillset and matched me to a job that aligned perfectly. He did everything he could to give me the best shot at getting the job. Once I had the job, he checked in with me regularly to see how things were going. I can't recommend him enough!

Stephen Hammill

Placed at Nike as a Data Information Architect

July 22, 2019

Never have I met a more dedicated resource in the talent acquisition and recruitment world. As my chief resource from a talent placement firm headquartered more than 1,000 miles away, Alex ensured I never felt out of touch with the team. Additionally, he is a communicative, smart, and thoughtful person.

Joshua Coyle

Placed at Walgreens as a Pharmacy Technician

September 5, 2018

I met Alex when I was recruited by him to work for a six month contract at a pharmaceutical company. From the moment I met Alex, he ensured that my professional goals matched with my company's to ensure it was mutually beneficial and a good fit. He frequently went out of his way to see how I was doing throughout the hiring process and made the transition from my position to the new one simple and streamlined. This level of care continued throughout my contract. Alex has a magnetic personality, a go-getter work ethic, and a diligence that I feel would greatly benefit any company. Thank you, Alex, for all of the hard work you put in on my behalf. It was a pleasure working with you and I hope that one day we have the opportunity again in a different capacity.

Annie Spangler

Former colleague at Apex Systems

February 7, 2018

I had the pleasure to work with Alex over the past year. Alex's fast success at Apex Systems was impressive and he quickly became someone I looked up to when I joined the team. His ability to learn quickly and adapt to situations while maintaining positivity, professionalism and dedication has led him to become a top Recruiter in the office. Alex is a natural-born leader. His approachable demeanor and willingness to offer support and advice make him an influential mentor to many young professionals. He genuinely cares for the success of those around him, and it consistently shows through his actions daily. Alex's friendly personality and drive to succeed in his career will make him a great asset to any team he joins.

Anna Murphy

Former Manager at Apex Systems

January 11, 2018

Alex is the first recruiter I had the pleasure of hiring in our local team during a cultural rebuild. He comes to work every day eager to succeed and grow professionally. He is supportive and encouraging of his teammates, genuinely invested in helping his candidates advance their careers, and consistently pushes himself to be better in every regard. He has quickly excelled in his role and I know he will continue to.

James O'Neal

Placed at Adidas as a Desktop Support Technician

February 5, 2018

As a client of Alex I am grateful for all his hard work. He has been both a resource for knowledge and a helpful friend. He has continually taken extra time to assist me, even when not at work. Alex is a professional and personable employee. I have enjoyed my time as his client and can confidently say I highly recommend him.

Stephane Chatre

Placed at Nike as a Senior Cloud Engineer

January 16, 2018

Alex has treated me very well as a contractor. He matched me with a great opportunity and negotiated favorable terms. Alex does what he says and says what he does- holding commitments is a valuable trait in my book. I appreciate his proactive communication. Alex is reliable and incredibly responsive, a pleasure to work with.

Mark Hashizume

Placed at Daimler as a Senior Project Manager

January 11, 2018

I was a client of Alex during the months I was looking for a position that was the right fit for me. What I found about Alex was his friendly professionalism. What I valued about him was that he was persistent in being an advocate for me in my job hunt. He kept in communication with me on a regular and frequent basis. I especially value his honesty and forthrightness. It is essential for me to trust the person who I work with. All those qualities made it a pleasure to work with Alex. I highly recommend him in any capacity.