

NOTICE OF CITY COUNCIL MEETING

The City Council of the City of King City will hold a Work Session at 6:00 to 6:30 P.M. and a Regular Session at 7:00 P.M., Wednesday, November 20, 2019, at City Hall 15300 SW 116th Ave, King City, Oregon 97224

AGENDA		Action Item
WORK SESSION		Time
To discuss and consider employee recognition.		
REGULAR SESSION		
<i>Moment of Silence</i>		
7:00 p.m.	1. CALL TO ORDER	
	2. ROLL CALL	
	3. PLEDGE OF ALLEGIANCE	Time:
	4. APPROVAL OF MINUTES: September 18, 2019, Work Session September 18, 2019, Regular Session	
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.	M S A
7:20 p.m.	6. UNFINISHED BUSINESS:	
7:20 p.m.	7. NEW BUSINESS:	
	7.1 Washington County Sheriff Records Update	
	7.2 MACC Staff Report on NWF Transfer - Thaddeus Girard	
	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	M S A
	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	M S A
	7.5 Financials	
	1. June 2019	M S A
	2. July 2019	
	3. August 2019	
	7.6 2020 Small City Allotments Program Awards Announcement	
	1. Grant Agreement ODOT SCA – Final Agreement will be presented on November 20, 2019	M S A
	7.7 Consider Planning Commission Appointments	
	1. Marc Manelis	M S A
	2. John Walter	
	3. Laurie Petrie	
7:50 p.m.	8. POLICE CHIEF'S REPORT	
8:00 p.m.	9. CITY MANAGER'S REPORT	M S A
8:10 p.m.	10. MAYOR'S AND COUNCILOR'S REPORTS	
8:40 p.m.	11. ADJOURN	
NEXT MEETING DECEMBER 18, 2019		
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.		Time:

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

Call to Order: A Work Session of the King City – City Council was held at the City Hall beginning at 6:06 p.m. on Wednesday, September 18, 2019, Mayor Gibson proceeded to call the meeting to order at 6:06 p.m., followed by roll call.

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

The City council and city manager discussed performances evaluation and salary for personal. The City Manager presented the salary data for the region.

Council mentioned that the staff performance is outstanding and understands that the city needs keep up with the region compensation without financially straining the city.

The Council asked the city manager to talk to the Police Union on adding a new position for a Public Works Lead.

The City Council Notify the public attending that they are entering an executive session to review and evaluate the performance⁴ of an officer.

Councilor Buehner, announced the executive session.

Agenda Item 12: Adjournment

**COUNCILOR FENDER MOVED TO ADJOURN THE MEETING, COUNCILOR
PLATT SECONDED, THE MEETING ADJOURNED AT 6:45 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 7:10 p.m. on Wednesday, September 18, 2019, Mayor Gibson requested a moment of silence then proceeded to call the meeting to order at 7:11 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: July 17, 2019, and August 21, 2019**

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.

COUNCILOR BUEHNER MOTIONED TO AMEND THE AGENDA AND ADD 7.4 AUTHORIZE AMENDMENTS TO THE MANAGER CONTRACTS, 7.5 AUTHORIZE AMENDMENTS TO UNION CONTRACT TO ADD A NEW POSITION, AND 7.6 AMEND THE CITY MANAGER'S CONTRACT, SECONDED BY COUNCILOR PLATT.

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

Agenda Item 5: **Open Forum:**

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

None

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

Agenda Item 7: **New Business:**

7.1 Discuss and consider appointing a vacancy in the Planning Commission

MOTION MADE BY COUNCILOR BUEHNER APPOINT CAROL BELLOWS TO THE PLANNING COMMISSION, SECONDED BY COUNCILOR PAULSEN.

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

7.2 Family Justice Center Presentation – Toni Loch

Family Justice Center gave a presentation on the program and stated that they provided 6200 services and they have 3.5 FTE's and several agency partnerships

7.3 Intergovernmental Agreement – Highway 99W Corridor Planning

City Manager presented the IGA for Highway 99 Corridor planning. City Staff and council members discussed the process, fund, and traffic.

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

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

7.4 AUTHORIZE AMENDMENTS TO THE MANAGER CONTRACTS

MOTION MADE BY COUNCILOR BUEHNER TO AUTHORIZE THE CITY MANAGER TO AMEND SECTION 5 COMPENSATION OF THE MANAGEMENT CONTRACTS FOR THE LIEUTENANT AND CHIEF, SECONDED BY COUNCILOR PAULSEN.

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

7.5 AUTHORIZE AMENDMENTS TO UNION CONTRACT TO ADD NEW POSITION

MOTION MADE BY COUNCILOR BUEHNER TO AUTHORIZE THE CITY MANAGER TO AMEND THE UNION CONTRACT TO MODIFY THE SALARY FOR A NEW POSITION, SECONDED BY COUNCILOR PAULSEN.

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

7.6 AMEND THE CITY MANAGERS CONTRACT

MOTION MADE BY COUNCILOR BUEHNER AUTHIRIZS THE CITY MANAGER SALARY IN SECTION 5 OF THE MANAGEMENT CONTRACTS, SECONDED BY COUNCILOR BOYLSTON.

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

Agenda Item 8: Police Chief's Report

Chief reported that the shred event is September 28 from 9 to noon.

Agenda Item 9: City Manager's Report

Attended the CWS meeting pertaining to Garden Villas sewer.

It was mentioned that the 131st project was a success.

Agenda Item 10: Mayor and Councilor's Reports

- Councilor Paulsen – will have a meeting tomorrow with Small City's
- Councilor Buehner – She reported attending the KCCA meeting. She also attended the MPAC meeting and mentioned the Tigard got a grant for planning concepts.
- Councilor Boylston – mentioned that Fronter and would be transferring it to NW Fiber. He asked staff if we could do an electronic and bulbs recycling. Staff mentioned the Metro has a program like this and would look into it.
- Councilor Fender – is working with others on the salute to veterans event on 11/10. She also reported that they are working with the PTO for a Halloween event at the school. Councilor Fender will be attending the CPO 4K
- Councilor Ocholi – will be attending the Small Cities meeting tomorrow.
- Councilor Platt – will be attending the Small Cities meeting tomorrow.
- 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

7.2 MACC Staff Report on NWF Transfer - Thaddeus Girard

MACC STAFF REPORT

FRONTIER COMMUNICATIONS TRANSFER OF CONTROL TO NORTHWEST FIBER, LLC

Prepared by the staff of the Metropolitan Area Communications Commission
October 2019

MACC RECOMMENDS APPROVAL OF THE FRONTIER/NW FIBER TRANSFER OF CONTROL

At their October 1st meeting, the Board of Commissioners (Commission) of the Metropolitan Area Communications Commission (MACC), voted to recommended that your jurisdiction, and the other ten affected MACC members (affected jurisdictions), approve the Transfer of Control (Transfer) of the Frontier Communications Corporation cable television franchise to NW Fiber, LLC.

MACC Intergovernmental Agreement and the Role of Your Jurisdiction

Each jurisdiction is a member of the MACC Intergovernmental Agreement (IGA). The IGA places the responsibility with MACC to review any proposed change of ownership or control. The MACC Commission makes a final recommendation to the affected jurisdictions to either approve or deny the proposed transaction. All of the affected jurisdictions must accept the Commission's recommended action in order for it to become effective – if any one of the affected jurisdictions votes no, it vetoes it for the others.

MACC staff provides the Commission's recommendation to each of the affected jurisdictional governing bodies, at which point each jurisdiction will decide whether to accept or reject the Commission's recommendation.

In addition to MACC staff, representatives of Frontier and NW Fiber will be present at each Council meeting to answer any questions.

Background

On July 19, 2019 Frontier Communications Inc. (Frontier) filed an FCC Form 394 Application (Application) with MACC on behalf of eleven member jurisdictions to transfer control of the franchise agreement to a new company, Northwest Fiber, LLC

(Northwest Fiber). Only eleven of MACC's 15 jurisdictions are served by Frontier Communications because the company's service area was predetermined by its telephone service area. The franchise holder, Frontier Communications Northwest, Inc. would not change, only the controlling interest in that franchise holder.

The affected jurisdictions are the cities of Beaverton, Cornelius, Durham, Forest Grove, Hillsboro, King City, Lake Oswego, Rivergrove, Tigard, Tualatin and Washington County. Frontier serves approximately 12,000 subscribers in the MACC area, providing about 12% of the cable franchise revenue received by all 15 MACC member jurisdictions.

All MACC members vote at the Board of Commissioners meeting, regardless of the jurisdiction they represent. As with all major decisions, if any individual affected jurisdiction's governing body fails to approve the transfer, it fails for all member jurisdictions and the Commission would need to take further action to restart the process.

The Proposed Transaction

On May 29th 2019 Frontier Communications Corporation announced they were selling their operations and all associated assets in Washington, Oregon, Idaho, and Montana to WaveDivision Capital, LLC, Northwest Fiber's parent company, in partnership with Searchlight Capital Partners, LLC for \$1.4 billion. Northwest Fiber, LLC will acquire control of Frontier Communications Northwest Inc., the cable franchise holder in the MACC area, among other Frontier-controlled subsidiaries. The transaction includes all of Frontier's assets, including the operations, networks and systems that currently provide and support voice, video and data service in the area. Other areas involved include systems in Multnomah and Yamhill Counties as well as parts of Idaho, Montana and Washington.

Northwest Fiber will essentially substitute itself for Frontier in all aspects of the business, including telecommunications services that MACC does not regulate. The transaction is expected to close sometime in the first quarter of 2020.

MACC Review Process

MACC's responsibility, set forth in federal law and supplemented by the terms of the franchise agreement with Frontier, is to determine whether the incoming company has the legal, financial, and technical ability to fulfill the terms of the franchise.

In general terms, the question is can Northwest Fiber continue to:

- Establish itself legally with all relevant regulatory bodies;
- Make franchise fee payments and uphold other financial requirements of the franchise; and
- Provide cable service as well or better than Frontier, including providing customer service that meets the MACC customer service standards.

The FCC places a tight and difficult timeline on local government and companies to complete the approval process within 120 days from the date of a complete application. MACC and Northwest Fiber may mutually waive that timeline. That has typically been the arrangement in all previous transfers in the MACC area going back to 1999, mainly due to the sheer number of governing bodies that must act, and the need to get on busy City Council and County Commission agendas. MACC and Northwest Fiber have agreed to extend the timeline until December 31, 2019.

If all the affected MACC jurisdictions do not act by December 31, 2019, the transfer may be deemed approved by Federal Law.

MACC began its review of the proposed transfer as quickly as possible. While federal law provides up to 30 days to present questions regarding the qualifications of the incoming company, MACC acted within 16 days, culminating in a Request for Information (RFI) sent to Northwest Fiber on August 6, 2019. MACC noted that Northwest Fiber's transfer application was incomplete, failing to include complete and required information. Northwest Fiber responded, in part, within 10 days. Because Northwest Fiber again failed to fully answer some questions and provided redacted and incomplete documents in response, MACC sent a second RFI on August 29 (and a third on September 20). Northwest Fiber's final response was received September 23rd. As stated previously, the MACC Commission met on October 1, 2019 and voted to approve the transfer, with conditions as described below.

Legal Qualifications

Frontier Communications will continue to be the Franchisee after the completion of the transfer to Northwest Fiber. Northwest Fiber must gain the approval of local telephone authorities, state public utility commissions, Federal Communications Commission (FCC), and Department of Justice to complete their transaction.

At this time, the company is still going through the appropriate legal approvals by the Oregon PUC and the Oregon Secretary of State's office. Those approvals are expected by the time the transaction closes in first quarter 2020.

MACC Conclusion: Assuming Northwest Fiber obtains the required local, state, and federal authorizations to operate Frontier, we see no legal reasons why the transfer should not take place.

Financial Qualifications

In considering a company's financial qualifications to own and operate a cable system, MACC was first concerned about the incoming company's ability to finance the transaction and to manage its new debt load. MACC was also concerned that a heavily leveraged debt could result in adverse effects on member jurisdictions (i.e., late or non-payment of franchise fees) or subscribers (i.e., higher service rates, poor customer service, delays in installing plant in new areas, or poor program/transmission quality).

Because Northwest Fiber is new, MACC had very little to look at to determine whether the company will have the ability to fulfill its franchise obligations. Northwest Fiber's \$1.4 billion purchase of the Frontier systems in this business deal is financed in part through a loan of \$650 million and \$250 million in bond financing. Northwest Fiber assured that it had "binding commitment letters" for the loans and it will have approximately \$300 million available following the close of the transaction.

Northwest Fiber has stated to MACC that it "will be in a substantially better financial position to operate the network than Frontier is currently." Given Frontier's struggles, it is not difficult to believe that assertion.

Additionally, MACC's sister jurisdiction, Mount Hood Cable Regulatory Commission (MHCRC), engaged Front Range Consulting, Inc., to conduct a review and evaluation of the financial information provided by Northwest Fiber, and to provide a report on Northwest Fiber's financial qualifications. The report suggested Northwest Fiber would be financially viable and stable, with the caveat that market and economic conditions are always variable. The report also recommended a guarantee and form of security (bond). As a result, one of the conditions of approval of the application is that Northwest Fiber submits a bond sufficient to guarantee franchise fee payments and other requirements of the franchise for a term of the franchise (through 2022). MACC and Frontier mutually agreed to a similar arrangement when that company began

service in 2010. In addition, MACC negotiated a guarantee of franchise performance from Northwest Fiber's parent company.

MACC Conclusion: In recommending the approval of the application with conditions, MACC is somewhat relying on the financial expertise of its sister regulatory agency in Multnomah County, which, as described above, has examined the financial qualifications of Northwest Fiber and found them viable as a new company. Nevertheless, both MHCRC and MACC asked for and received a guarantee of financial performance, along with an irrevocable letter of credit or performance bond for the benefit of the clients of the franchise obligations of Northwest Fiber.

Technical Qualifications

MACC received sufficient information to recommend approval on this issue. Essentially, current Frontier staff and resources will continue to be used to provide cable service and other related services. These include customer service call centers, which will remain in Washington. There are plans to consolidate those operations. There is no indication that one ongoing complaint to MACC, the lack of a local, physical office, will be remedied; it may never be, because there is no franchise requirement for a local, physical office.

Another significant concern, the lack of company experience in managing the peculiarities of *cable television franchises* and retention of contracts with programming providers, was alleviated by additional information provided through the RFI process. Still, as was done with Frontier in 2010, MACC is recommending that Northwest Fiber commit to regular communications with MACC regarding the acquisition of programming contracts.

Conclusion

After an expedited review process, staff has determined that Northwest Fiber has, or will have, sufficient legal, financial and technical qualifications to own and operate the cable system in the MACC area. Although there are risks involved, MACC has proposed conditions expected to satisfy and guarantee future performance.

Staff will continue to have discussions with Frontier and Northwest Fiber to determine its intentions and pursue commitments that provide expected community benefits to the member jurisdictions.

Commission Action

The Commission met October 1st with representatives of Frontier and Northwest Fiber in attendance to discuss the transfer and Northwest Fiber's qualifications. At that meeting, the company was given an opportunity to answer the Commissioners' questions and concerns, and to provide sufficient information to ensure Northwest Fiber met the qualifications to provide cable service. At the meeting, the Commission voted to recommend that the affected MACC jurisdictions approve the proposed transfer, with the conditions listed in the Resolution.

What Action Does MACC Recommend?

MACC recommends that each jurisdiction approve the proposed Transfer of Control of Frontier Communications to Northwest Fiber. MACC also recommends that each jurisdiction, as part of the transfer approval process, adopt the ten conditions of approval to ensure continued performance.

Enclosed Exhibits: A – MACC's Recommending Resolution and Exhibits

METROPOLITAN AREA COMMUNICATIONS COMMISSION

RESOLUTION 2019-02

A RESOLUTION RECOMMENDING APPROVAL BY THE AFFECTED MACC MEMBER JURISDICTIONS OF THE TRANSFER OF CONTROL OF THE FRANCHISEE AND OF THE CABLE FRANCHISES GRANTED TO VERIZON NORTHWEST, INC. IN 2007, AND TRANSFERRED TO FRONTIER COMMUNICATIONS CORPORATION IN 2009, NOW TO NORTHWEST FIBER, LLC, WITH CONDITIONS

WHEREAS, the Metropolitan Area Communications Commission, hereinafter "MACC," is an intergovernmental commission formed under ORS Chapter 190, with the membership of Washington County and the cities of Banks, Beaverton, Cornelius, Durham, Forest Grove, Gaston, Hillsboro, King City, Lake Oswego, North Plains, Rivergrove, Tigard, Tualatin and West Linn; and

WHEREAS, certain MACC jurisdictions granted cable television franchises to Verizon Northwest, Inc., ("Franchisee") a subsidiary of Verizon Communications, Inc. in 2007 for a period of 15 years; and

WHEREAS, the jurisdictions that granted the franchises to Verizon are Washington County and the cities of Beaverton, Cornelius, Durham, Forest Grove, Hillsboro, King City, Lake Oswego, Rivergrove, Tigard and Tualatin (the "Affected Jurisdictions"); and

WHEREAS, in 2009, the Affected Jurisdictions approved the transfer of the Franchises from Verizon to Frontier Communications Corporation as Frontier Communications Northwest, Inc., which then became the Franchisee; and

WHEREAS, on July 19, 2019 MACC received a Federal Communications Commission Form 394 Application ("Application") by which Frontier Communications Corporation, the corporate parent of Franchisee, and Northwest Fiber, LLC ("Northwest Fiber" or "Transferee") requested approval from MACC and the Affected Jurisdictions of a proposed transfer of control of the Franchisee and its Franchises to Northwest Fiber; and

WHEREAS, following the completion of the transactions constituting the transfer of control, Northwest Fiber would assume control of the local cable operations of the Franchisee, but must also secure certain other facilities and agreements to provide a comparable cable service to that currently provided by Franchisee; and

WHEREAS, federal law and Section 11 of the Franchises authorize MACC and its member jurisdictions to review any proposed transfer of control, including the proposed transaction as described in the Application and as clarified in answers to questions presented by MACC to the Franchisee and Northwest Fiber to determine the impact on the proposed Franchisee's ability to perform the Franchise obligations based on the legal, financial, and technical qualifications of the transferee; and

WHEREAS, Section 11 of the Franchises also authorizes MACC and its member jurisdictions to condition approval of a transfer upon such terms and conditions as they deem reasonably appropriate within the legal, financial, and technical framework provided by the Franchise and federal law; and

WHEREAS, MACC has reviewed the materials provided by the Franchisee and Northwest Fiber in the Application and in response to a request for information originally provided to the companies on August 6, 2019 and subsequently revisited and further investigated on numerous occasions through September 30, 2019; and

WHEREAS, the review now being completed except for certain issues necessarily addressed in a prospective manner through conditions, MACC has determined that it should recommend approval of the Application, provided those conditions and assurances are obtained from the companies; and

WHEREAS, pursuant to Section 4(E) of the MACC Intergovernmental Agreement, final approval would be granted only if all eleven Affected Jurisdictions also approve the Application as recommended by MACC; and

WHEREAS, the Commission conducted a duly noticed public hearing concerning the proposed transfer on October 1, 2019;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE METROPOLITAN AREA COMMUNICATIONS COMMISSION:

Section 1. Commission Action on Form 394 Application. The Commission hereby approves the Application for Transfer of Control, as submitted on July 19, 2019, subject to the conditions contained in Section 3 below.

Section 2. Recommendation to Member Jurisdictions. The Commission hereby recommends that each of the Affected Jurisdictions approve the Application for Transfer of Control by duly authorized enactment of each jurisdiction's governing body, subject to the conditions set forth in Section 3, below.

Section 3. Conditions to the Transfer of Control. The approval recommended herein shall not take effect until such time as each of the following conditions is met:

1. All eleven MACC Affected Jurisdictions approve the transfer of control.

2. The Frontier Communications Corporation/Northwest Fiber, LLC transaction (Transaction) must close with all material terms substantially consistent with the Transition Services Agreement submitted as Exhibit B to the MACC Request for Information of August 6, 2019, as well as the information provided to MACC or the Mount Hood Cable Regulatory Commission (MHCRC) in public documents and responses to Requests for Information submitted by MACC and the MHCRC and by May 28, 2020. If the Transaction does not close as described in this paragraph, then the Affected Jurisdictions' consent to the transfer shall be void and of no force or effect, and the transfer request deemed to be have been timely denied, unless otherwise agreed by Northwest Fiber and the Affected Jurisdiction. Frontier, Northwest Fiber and the Franchisee hereby waive any and all claims that they may have that any denial of the transfer request that results from failure of the conditions in this paragraph fails to satisfy the deadlines established by applicable law including, without limitation, claims based on, arising out of, or relating to 47 U.S.C. section 537, as amended, and agree that they shall be deemed to have agreed to an extension of the time to act on the transfer request as required to make any denial effective.

3. The Transaction is approved by any required federal or state agency and any local government requiring approval.

4. In all respects and without exception, Northwest Fiber and Franchisee agree and acknowledge that the transfer of control will not affect, diminish, impair or supersede the binding nature of the existing valid ordinances, settlement agreements, side letters, regulatory actions, franchises, resolutions, and agreements applicable to operation of the cable system (including but not limited to payment of franchise fees and other amounts due under the Franchise, non-compliance issues and indemnification as provided in the Franchise) whether prior to or subsequent to the date of the control of the Franchise and Franchisee were transferred to Northwest Fiber. Northwest Fiber shall at all times cause Franchisee to comply, and Franchisee shall comply, with all of the above.

5. In lieu of the current obligations of the Franchise Section 13.6, "Letter of Credit", Franchisee, under the control of Transferee, provides and maintains an irrevocable letter of credit or performance bond in a form acceptable to MACC in the amount of \$250,000 to secure the faithful performance by Franchisee of all material provisions of the Franchises through the end of the current Franchise term. In addition, Northwest Fiber will execute a guarantee of franchise performance in substantially the form attached as Exhibit X within ten (10) days of the close of the Transaction.

6. Frontier has paid MACC all reimbursement costs due as a result of review of the transfer of control application, consistent with the separate agreements concerning those costs, up to \$15,000, which may be offset against future franchise fees by Franchisee.

7. Transferee provides current contact information for notice recipients under Section 16.5 of the Franchise.

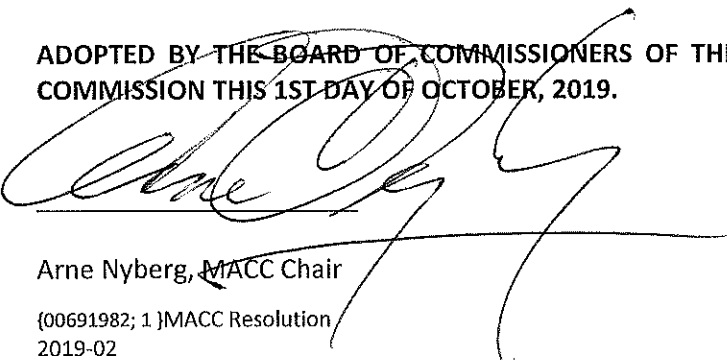
8. MACC and its Affected Jurisdictions' consent to the transfer of control shall not be construed to constitute a waiver or release of any rights they may have under the Franchise and any separate written agreements with the Franchisee and Franchisee's lawful successors.

9. No later than November 1, 2019, Transferee will provide MACC with a progress report of its acquisition of linear broadcast content, including a listing of national and local content providers with which: (1) Transferee has signed agreements; (2) Transferee has pending agreements being negotiated; and (3) Transferee is pursuing agreements. Transferee will use commercially reasonable efforts to enter into such agreements with linear broadcast vendors representing at least 75% of the linear broadcast channels provided by Frontier on its channel lineup labeled as Prime HD as of the closing of the transaction.

10. Transferee acknowledges these conditions of approval of the transfer of control in writing no later than November 1, 2019.

Section 4. Effective Date. This Resolution shall be effective upon its adoption by the Commission and signature by the MACC Chair.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE METROPOLITAN AREA COMMUNICATIONS COMMISSION THIS 1ST DAY OF OCTOBER, 2019.



Arne Nyberg, MACC Chair

{00691982; 1 }MACC Resolution
2019-02

Northwest Fiber/Frontier Transfer of Control

Exhibit B

GUARANTEE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2019, between the Jurisdictions, the Guarantor, and the Grantee. For the purpose of this Agreement, the terms "Jurisdictions", "Guarantor" and "Franchisee" have the meanings given in this Agreement below:

WITNESSETH

WHEREAS, the [list cities], Oregon, (the "Jurisdictions") have negotiated a cable franchise agreement (the "Franchise") currently held by Frontier Communications Northwest Inc. (the "Franchisee"), to operate and maintain a cable television system (the "Cable System"); and

WHEREAS, Northwest Fiber, LLC (the "Guarantor") has proposed to become an ultimate owner and manager of the Franchisee, and has filed a formal written request seeking approval of the proposed transfer by the Jurisdictions as required by federal law (FCC Form 394); and

WHEREAS, the Jurisdictions have submitted Requests for Information in performance of their review of the Franchisee's legal, financial and technical qualifications to perform its obligations under the Franchise following the proposed transfer, and the Guarantor and the Franchisee have responded to the Jurisdictions' Requests by providing additional information; and

WHEREAS, in response to requests by the Jurisdictions following their review, the Guarantor has agreed to provide this guarantee in order to induce the Jurisdictions to approve the transfer of control of the Franchise and the Franchisee from Frontier Communications Corporation to Northwest Fiber, LLC;

NOW, THEREFORE, in consideration of the foregoing, the Guarantor agrees:

1. The Guarantor hereby unconditionally guarantees the timely and full performance of any and all obligations of Franchisee contained in the Franchise. In the event Franchisee for any reason fails to perform those obligations, the Guarantor agrees to perform or cause to be performed those obligations on Franchisee's behalf promptly upon written demand by the Jurisdictions.
2. This guarantee is an absolute, continuing, and unlimited performance guarantee of the Franchise by the Franchisee. The Jurisdictions shall not be obliged to proceed first against the Franchisee or any other person, firm or corporation.
3. The Guarantor waives notice of acceptance of this guarantee and further waives protest, presentment, demand for performance or notice of default to the Guarantor. The Jurisdictions have no duty to advise the Guarantor of any information known to them regarding Franchisee's

performance of its Franchise obligations. This waiver, however, shall not be deemed a waiver of any requirement of the Franchise as to notice to the Grantee.

4. The Jurisdictions' failure to require strict performance of the Franchise shall not release the Guarantor from liability under this Agreement.

5. This Agreement, unless terminated, substituted or canceled, as provided herein, shall remain in full force and effect for the duration of the term of the Franchise. This Agreement and the guarantee made hereunder are contingent upon and subject to the closing of the transaction by which ultimate control of the Franchisee is transferred to the Guarantor. If control of the Franchisee is subsequently transferred away from the Guarantor with the approval of the Jurisdictions, the guarantee shall terminate at that time.

6. The Guarantor may propose substitution of another Guarantor to perform the obligations of this Agreement. If the Jurisdictions find the proposed substitute Guarantor reasonably satisfactory, another Guarantee Agreement may be substituted upon mutual agreement of the Jurisdictions and the Guarantor. Such substitution shall not affect liability incurred or accrued under this agreement prior to the effective date of such substitution. Following the Jurisdictions' acceptance of the substitute Guarantor, no claim, suit or action under this Agreement by reason of any default of the Franchisee shall be brought against the original Guarantor unless asserted or commenced within one year after the effective date of such substitution of the Agreement, and only to the extent it relates to a liability incurred or accrued prior to the effective date of the substitution.

7. Any notices given pursuant to this agreement shall be in writing and delivered personally to the following addresses or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Guarantor and the Franchisee at:

_____, and to the
Jurisdictions at: _____. Either party may change its
address for notices by giving notice of the new address in the manner provided in this paragraph.

8. Definitions: For purposes of this Agreement, the following terms are defined as indicated below:

(A) Franchisee: Frontier Communications Northwest Inc., or its lawful successors;

(B) Guarantor: Northwest Fiber, LLC;

(C) Franchise: Cable Franchise Agreement granted by the Jurisdictions to Franchisee, including all documentation of any conditions of grant, renewal, extension, settlement or transfer.

[Signatures on following page]

IN WITNESS WHEREOF, the Grantee, the Jurisdictions, and Guarantor have entered into this Agreement on the day of _____, 2019.

Guarantor: Northwest Fiber, LLC

By: _____
Title: _____

State of _____)
County of _____)

This Agreement was acknowledged before me on the day of _____, 2019, by _____, as a duly authorized officer of Northwest Fiber, LLC.

Notary Public for: _____
My Commission Expires: _____

Grantee: Frontier Communications Northwest Inc. or its successors

By: _____
Title: _____

State of _____)
County of _____)

This Agreement was acknowledged before me on the day of _____, 2019, by _____, as a duly authorized officer of Frontier Northwest Inc. or its successors.

Notary Public for: _____
My Commission Expires: _____

Jurisdictions: Cities of Lake Oswego, Tualatin, Tigard, Rivergrove, Beaverton, King City, Cornelius, Hillsboro, Forest Grove and Durham and Washington County

By: _____
Title: _____

State of _____)
County of _____)

This Agreement was acknowledged before me on the day of _____, 2019, by _____, as a duly authorized representative of _____.

Notary Public for: _____
My Commission Expires: _____

METROPOLITAN AREA COMMUNICATIONS COMMISSION

RESOLUTION NO. _____

A RESOLUTION RECOMMENDING APPROVAL BY THE AFFECTED MACC MEMBER JURISDICTIONS OF THE TRANSFER OF CONTROL OF THE FRANCHISEE AND OF THE CABLE FRANCHISES GRANTED TO VERIZON NORTHWEST, INC. IN 2007, AND TRANSFERRED TO FRONTIER COMMUNICATIONS CORPORATION IN 2009, NOW TO NORTHWEST FIBER, LLC, WITH CONDITIONS

WHEREAS, the Metropolitan Area Communications Commission, hereinafter “MACC,” is an intergovernmental commission formed under ORS Chapter 190, with the membership of Washington County and the cities of Banks, Beaverton, Cornelius, Durham, Forest Grove, Gaston, Hillsboro, King City, Lake Oswego, North Plains, Rivergrove, Tigard, Tualatin and West Linn; and

WHEREAS, certain MACC jurisdictions granted cable television franchises to Verizon Northwest, Inc., (“Franchisee”) a subsidiary of Verizon Communications, Inc. in 2007 for a period of 15 years; and

WHEREAS, the jurisdictions that granted the franchises to Verizon are Washington County and the cities of Beaverton, Cornelius, Durham, Forest Grove, Hillsboro, King City, Lake Oswego, Rivergrove, Tigard and Tualatin (the “Affected Jurisdictions”); and

WHEREAS, in 2009, the Affected Jurisdictions approved the transfer of the Franchises from Verizon to Frontier Communications Corporation as Frontier Communications Northwest, Inc., which then became the Franchisee; and

WHEREAS, on July 19, 2019 MACC received a Federal Communications Commission Form 394 Application (“Application”) by which Frontier Communications Corporation, the corporate parent of Franchisee, and Northwest Fiber, LLC (“Northwest Fiber” or “Transferee”) requested approval from MACC and the Affected Jurisdictions of a proposed transfer of control of the Franchisee and its Franchises to Northwest Fiber; and

WHEREAS, following the completion of the transactions constituting the transfer of control, Northwest Fiber would assume control of the local cable operations of the Franchisee, but must also secure certain other facilities and agreements to provide a comparable cable service to that currently provided by Franchisee; and

WHEREAS, federal law and Section 11 of the Franchises authorize MACC and its member jurisdictions to review any proposed transfer of control, including the proposed transaction as described in the Application and as clarified in answers to questions presented by MACC to the Franchisee and Northwest Fiber to determine the impact on the proposed Franchisee’s ability to perform the Franchise obligations based on the legal, financial, and technical qualifications of the transferee; and

WHEREAS, Section 11 of the Franchises also authorizes MACC and its member jurisdictions to condition approval of a transfer upon such terms and conditions as they deem reasonably appropriate within the legal, financial, and technical framework provided by the Franchise and federal law; and

WHEREAS, MACC has reviewed the materials provided by the Franchisee and Northwest Fiber in the Application and in response to a request for information originally provided to the companies on August 6, 2019 and subsequently revisited and further investigated on numerous occasions through September 30, 2019; and

WHEREAS, the review now being completed except for certain issues necessarily addressed in a prospective manner through conditions, MACC has determined that it should recommend approval of the Application, provided those conditions and assurances are obtained from the companies; and

WHEREAS, pursuant to Section 4(E) of the MACC Intergovernmental Agreement, final approval would be granted only if all eleven Affected Jurisdictions also approve the Application as recommended by MACC; and

WHEREAS, the Commission conducted a duly noticed public hearing concerning the proposed transfer on October 1, 2019;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KING CITY:

Section 1. Commission Action on Form 394 Application. The Commission hereby approves the Application for Transfer of Control, as submitted on July 19, 2019, subject to the conditions contained in Section 3 below.

Section 2. Recommendation to Member Jurisdictions. The Commission hereby recommends that each of the Affected Jurisdictions approve the Application for Transfer of Control by duly authorized enactment of each jurisdiction's governing body, subject to the conditions set forth in Section 3, below.

Section 3. Conditions to the Transfer of Control. The approval recommended herein shall not take effect until such time as each of the following conditions is met:

1. All eleven MACC Affected Jurisdictions approve the transfer of control.
2. The Frontier Communications Corporation/Northwest Fiber, LLC transaction (Transaction) must close with all material terms substantially consistent with the Transition Services Agreement submitted as Exhibit B to the MACC Request for Information of August 6, 2019, as well as the information provided to MACC or the Mount Hood Cable Regulatory Commission (MHCRC) in public documents and responses to Requests for Information submitted by MACC and the MHCRC and by May 28, 2020. If the Transaction does not close as described in this paragraph, then the Affected Jurisdictions' consent to the transfer shall be void and of no force or effect, and the transfer request deemed to be have been timely denied, unless otherwise agreed by Northwest Fiber and the Affected Jurisdiction. Frontier, Northwest Fiber and the Franchisee hereby waive any and all claims that they may have that any denial of the transfer request that results from failure of the conditions in this paragraph fails to satisfy the deadlines established by applicable law including, without limitation, claims based on, arising out of, or relating to 47 U.S. C. section 537, as amended, and agree that they shall be deemed to have agreed to an extension of the time to act on the transfer request as required to make any denial effective.

3. The Transaction is approved by any required federal or state agency and any local government requiring approval.

4. In all respects and without exception, Northwest Fiber and Franchisee agree and acknowledge that the transfer of control will not affect, diminish, impair or supersede the binding nature of the existing valid ordinances, settlement agreements, side letters, regulatory actions, franchises, resolutions, and agreements applicable to operation of the cable system (including but not limited to payment of franchise fees and other amounts due under the Franchise, non-compliance issues and indemnification as provided in the Franchise) whether prior to or subsequent to the date of the control of the Franchise and Franchisee were transferred to Northwest Fiber. Northwest Fiber shall at all times cause Franchisee to comply, and Franchisee shall comply, with all of the above.

5. In lieu of the current obligations of the Franchise Section 13.6, "Letter of Credit", Franchisee, under the control of Transferee, provides and maintains an irrevocable letter of credit or performance bond in a form acceptable to MACC in the amount of \$250,000 to secure the faithful performance by Franchisee of all material provisions of the Franchises through the end of the current Franchise term. In addition, Northwest Fiber will execute a guarantee of franchise performance in substantially the form attached as Exhibit X within ten (10) days of the close of the Transaction.

6. Frontier has paid MACC all reimbursement costs due as a result of review of the transfer of control application, consistent with the separate agreements concerning those costs, up to \$15,000, which may be offset against future franchise fees by Franchisee.

7. Transferee provides current contact information for notice recipients under Section 16.5 of the Franchise.

8. MACC and its Affected Jurisdictions' consent to the transfer of control shall not be construed to constitute a waiver or release of any rights they may have under the Franchise and any separate written agreements with the Franchisee and Franchisee's lawful successors.

9. No later than November 1, 2019, Transferee will provide MACC with a progress report of its acquisition of linear broadcast content, including a listing of national and local content providers with which: (1) Transferee has signed agreements; (2) Transferee has pending agreements being negotiated; and (3) Transferee is pursuing agreements. Transferee will use commercially reasonable efforts to enter into such agreements with linear broadcast vendors representing at least 75% of the linear broadcast channels provided by Frontier on its channel lineup labeled as Prime HD as of the closing of the transaction.

10. Transferee acknowledges these conditions of approval of the transfer of control in writing no later than November 1, 2019.

Section 4. Effective Date. This Resolution shall be effective upon its adoption by the City Council and signature by the MACC Chair.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF KING CITY THIS _____ DAY OF OCTOBER, 2019.

City of King City

Date

Ken Gibson, Mayor

Date

Arne Nyberg, MACC Chair

Date

Ronnie Smith, City Recorder

APPROVED TO FORM:

Edward H. Trompke, City Attorney

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

**City of King City, OREGON
RESOLUTION No. 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**

WHEREAS, the Metropolitan Area Communications Commission- (“MACC” or the “Commission,”) is an intergovernmental commission formed under ORS Chapter 190, with the membership of Washington County and the cities of Banks, Beaverton, Cornelius, Durham, Forest Grove, Gaston, Hillsboro, King City, Lake Oswego, North Plains, Rivergrove, Tigard, Tualatin and West Linn; and

WHEREAS, certain MACC jurisdictions granted cable television franchises to Verizon Northwest, Inc. (“Franchisee”), a subsidiary of Verizon Communications, Inc., in 2007 for a period of 15 years (“Franchises”); and

WHEREAS, the jurisdictions that granted the Franchises to Verizon are Washington County and the cities of Beaverton, Cornelius, Durham, Forest Grove, Hillsboro, King City, Lake Oswego, Rivergrove, Tigard and Tualatin (the “Affected Jurisdictions”); and

WHEREAS, in 2009, the Affected Jurisdictions approved the transfer of the Franchises from Verizon to Frontier Communications Corporation as Frontier Communications Northwest, Inc., which then became the Franchisee; and

WHEREAS, on July 19, 2019, MACC received a Federal Communications Commission Form 394 Application (“Application”) by which Frontier Communications Corporation, the corporate parent of Franchisee, and Northwest Fiber, LLC (“Northwest Fiber” or “Transferee”) requested approval from MACC and the Affected Jurisdictions of a proposed transfer of control of the Franchisee and its Franchises to Northwest Fiber; and

WHEREAS, following the completion of the transactions constituting the transfer of control, Northwest Fiber would assume control of the local cable operations of the Franchisee, but must also secure certain other facilities and agreements to provide a comparable cable service to that currently provided by Franchisee; and

WHEREAS, federal law and Section 11 of the Franchises authorize MACC and its member jurisdictions to review any proposed transfer of control, including the proposed transaction as described in the Application and as clarified in answers to questions presented by MACC to the Franchisee and Northwest Fiber to determine the impact on the proposed Franchisee’s ability to perform the Franchise obligations based on the legal, financial, and technical qualifications of the Transferee; and

WHEREAS, Section 11 of the Franchises also authorizes MACC and its member jurisdictions to condition approval of a transfer upon such terms and conditions as they deem reasonably appropriate within the legal, financial, and technical framework provided by the Franchises and federal law; and

WHEREAS, MACC has reviewed the materials provided by the Franchisee and Northwest Fiber in the Application and in response to requests for information originally provided to Northwest Fiber on August 6, 2019, and subsequently revisited and further investigated on numerous occasions through September 30, 2019; and

WHEREAS, the review now being completed except for certain issues necessarily addressed in a prospective manner through conditions, the MACC Commission adopted Resolution No. 2019-02 recommending the Affected Jurisdictions approve the Application, provided those conditions and assurances are obtained from Frontier and Northwest Fiber, which Resolution is attached here as Exhibit A; and

WHEREAS, pursuant to Section 4(E) of the MACC Intergovernmental Agreement, final approval would be granted only if all eleven Affected Jurisdictions also approve the Application as recommended by MACC; and

WHEREAS, MACC conducted a duly noticed public hearing concerning the proposed transfer on October 1, 2019;

WHEREAS, the City Council deems it to be in furtherance of the public interest and the welfare of its citizens to consent to the transfer request, subject to appropriate conditions.

Now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1.

Legal, Technical and Financial Qualifications of the Transferee.

MACC has found that the Franchisee and Transferee have the necessary legal, technical and financial qualifications to perform the required duties under the Franchise Agreement, provided certain conditions are imposed on the proposed transfer of control.

Section 2. Consent to the Transfer of Control. The [governing body] hereby consents to the transfer of control of the Franchisee and of the Franchises as set forth in the Federal

Communications Commission Form 394, subject to the conditions set forth in Section 3, below.

Section 3. Conditions to the Transfer of Control. The approval of the proposed transfer of control shall not take effect until such time as each of the following conditions is met:

1. All eleven MACC Affected Jurisdictions approve the transfer of control.
2. The Frontier Communications Corporation/Northwest Fiber, LLC transaction ("Transaction") must close with all material terms substantially consistent with the Transition Services Agreement submitted as Exhibit B to the MACC Request for Information of August 6, 2019, as well as the information provided to MACC or the Mount Hood Cable Regulatory Commission ("MHCRC") in public documents and responses to Requests for Information submitted by MACC and the MHCRC by May 28, 2020. If the Transaction does not close as described in this paragraph, then the Affected Jurisdictions' consent to the transfer shall be void and of no force or effect, and the transfer request deemed to be have been timely denied, unless otherwise agreed by Northwest Fiber and the Affected Jurisdictions. Frontier, Northwest Fiber and the Franchisee hereby waive any and all claims that they may have that any denial of the transfer request that results from failure of the conditions in this paragraph fails to satisfy the deadlines established by applicable law including, without limitation, claims based on, arising out of, or relating to 47 U.S. C. section 537, as amended, and agree that they shall be deemed to have agreed to an extension of the time to act on the transfer request as required to make any denial effective.
3. The Transaction is approved by any required federal or state agency and any local government requiring approval.
4. In all respects and without exception, Northwest Fiber and Franchisee agree and acknowledge that the transfer of control will not affect, diminish, impair or supersede the binding nature of the existing valid ordinances, settlement agreements, side letters, regulatory actions, franchises, resolutions, and agreements applicable to operation of the cable system (including but not limited to payment of franchise fees and other amounts due under the Franchise, non-compliance issues and indemnification as provided in the Franchise) whether prior to or subsequent to the date of the control of the Franchise and Franchisee were transferred to Northwest Fiber. Northwest Fiber shall at all times cause Franchisee to comply, and Franchisee shall comply, with all of the above.
5. In lieu of the current obligations of the Franchise Section 13.6, "Letter of Credit," Franchisee, under the control of Transferee, provides and maintains an irrevocable letter of credit or performance bond in a form acceptable to MACC in the amount of \$250,000 to secure the faithful performance by Franchisee of all material provisions of

the Franchises through the end of the current Franchise term. In addition, Northwest Fiber will execute a guarantee of Franchise performance in substantially the form attached as Exhibit B within ten (10) days of the close of the Transaction.

6. Frontier has paid MACC all reimbursement costs due as a result of review of the transfer of control application, consistent with the separate agreements concerning those costs, up to \$15,000, which may be offset against future Franchise fees by Franchisee.

7. Transferee provides current contact information for notice recipients under Section 16.5 of the Franchise.

8. MACC and its Affected Jurisdictions' consent to the transfer of control shall not be construed to constitute a waiver or release of any rights they may have under the Franchise and any separate written agreements with the Franchisee and Franchisee's lawful successors.

9. No later than November 1, 2019, Transferee will provide MACC with a progress report of its acquisition of linear broadcast content, including a listing of national and local content providers with which: (1) Transferee has signed agreements; (2) Transferee has pending agreements being negotiated; and (3) Transferee is pursuing agreements. Transferee will use commercially reasonable efforts to enter into such agreements with linear broadcast vendors representing at least 75% of the linear broadcast channels provided by Frontier on its channel lineup labeled as Prime HD as of the closing of the transaction.

10. Transferee acknowledges these conditions of approval of the transfer of control in writing no later than November 1, 2019.

Section 4. Authorization to Execute and File Resolution. The Mayor and his designee(s) are authorized to execute and file a copy of this Resolution with MACC.

Section 5. Effective Date. This Resolution shall be effective upon its adoption by the Council and approval by the Mayor.

Introduced and adopted this ____ day of ____ 2019.

ATTEST:

Mayor

City Recorder

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

RESOLUTION NO. 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**

The City Council of City of King City (the “Recipient”) finds:

A. The Recipient is a Municipality” within the meaning of Oregon Revised Statutes 285B.410 (9).

B. Oregon Revised Statutes 285B.410 through 285B.482 (the “Act”) authorize any municipality to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department (“OBDD”) to obtain financial assistance from the Special Public Works Fund.

C. The Recipient previously entered into Financing Contract with OBDD for the project described in Exhibit C to the Financing Contract (the “Project”), project number B19002, in the principal loan amount of \$1,244,791, effective 15 March 2019.

D. The OBDD has approved the Recipient’s application for additional financial assistance from the Special Public Works Fund.

E. The Recipient is required, as a prerequisite to the receipt of additional financial assistance from OBDD, to enter into Amendment 1 to the Financing Contract with OBDD, substantially in the form attached hereto as Exhibit A.

F. Notice relating to the Recipient’s consideration of the adoption of this Resolution was published in full accordance with the Recipient’s charter and laws for public notification.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the Recipient as follows:

1. Financing Loan Authorized. The Governing Body authorizes the City Manager to execute Amendment 1 to the Financing Contract and such other documents as may be required to obtain additional financial assistance, including additional loan from the OBDD on the condition that the new total principal amount of the loan from the OBDD to the Recipient is not in excess of \$1,572,170. The proceeds of the loan from the OBDD shall be applied solely to the “Costs of the Project” as such term is defined in the Financing Contract.

2. Security. Amounts payable by the Recipient shall be payable from the sources described in section 4 of the Financing Contract and the Oregon Revised Statutes Section 285B.437(3) which include:

- (a) The revenues of the project, including special assessment revenues;
- (b) Amounts withheld under ORS 285B.449 (1);
- (c) The general fund of the Recipient; or
- (d) Any other source.

3. Additional Documents. The City Manager is hereby authorized to enter into any agreements and to execute any documents or certificates which may be required to obtain financial assistance from the OBDD for the Project pursuant to the Financing Documents.

4. Tax-Exempt Status. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The [name of officer] of the Recipient may enter into covenants on behalf of the Recipient to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as shall be required by the OBDD or its bond counsel to protect the tax-exempt status of such interest.

This Resolution was PASSED and ADOPTED this _____ day of _____, 2019, and takes effect upon passage.

Kenneth Gibson, Mayor

ATTEST:

Ronnie L. Smith, City Recorder

7.5 Financial

1. June 2019
2. July 2019
3. Auguste 2019

CITY OF KING CITY

SUMMARY

GENERAL FUND

AS OF 06/30/2019

	Accrual Basis Adopted Budget	Accrual Basis Current June	Year to Date	% of Budget 100.00%
Revenues				
OPENING BALANCE Assets Net		\$	(2,125.70)	\$ 181,845.20
OPENING BALANCE Assets Net		\$	(2,804.10)	\$ 49,911.65
OPENING BALANCE Operating	\$ 1,500,000.00	\$ -	\$ 1,447,030.36	96.47%
INTEREST				
Interest	\$ 30,000.00	\$ 2,889.15	\$ 35,748.41	119.16%
REVENUES				
Property Tax	\$ 760,000.00	\$ 14,678.48	\$ 773,059.72	101.72%
Other Taxes	\$ 226,800.00	\$ 97,560.37	\$ 337,011.06	148.59%
Total Grants	\$ 13,295.00	\$ -	\$ 12,000.00	90.26%
Fees - License	\$ 20,000.00	\$ 285.00	\$ 15,585.25	77.93%
Fees - Franchise	\$ 240,000.00	\$ 22,153.38	\$ 249,168.85	103.82%
Fees - Passports	\$ 80,000.00	\$ 5,705.00	\$ 85,625.25	107.03%
Fees - Building Permits	\$ 125,000.00	\$ 1,858.46	\$ 46,292.03	37.03%
Fees - New Development Review	\$ 14,000.00	\$ 325.00	\$ 5,340.50	
Fees - Building Permits Taxes	\$ 158,000.00	\$ 166.92	\$ 22,654.38	14.34%
Fees - Annexation	\$ -	\$ -	\$ -	
Proceeds - Court	\$ 80,000.00	\$ 6,490.30	\$ 108,806.11	136.01%
Proceeds - Court Fine Delinquent		\$ -	\$ 64,829.93	
Revenue - Water	\$ 71,800.00	\$ -	\$ 89,520.50	124.68%
Business Oregon Loan	\$ 1,250,000.00	\$ 648,708.00	\$ 1,572,170.00	
Miscellaneous	\$ 1,000.00	\$ 11,044.47	\$ 16,763.62	1676.36%
Total Transfer In	\$ 432,924.00	\$ 42,125.71	\$ 438,972.73	101.40%
CURRENT REVENUES	\$ 3,502,819.00	\$ 853,990.24	\$ 3,873,548.34	110.58%
TOTAL REVENUES	\$ 5,002,819.00	\$ 853,990.24	\$ 5,320,578.70	106.35%
Expenditures				
	Accrual Basis Adopted Budget	Accrual Basis Current June	Year to Date	% of Budget 100.00%
CITY COUNCIL	\$ 113,660.00	\$ (22,745.48)	\$ 65,151.16	57.32%
CITY MANAGER	\$ 1,567,369.00	\$ 238,467.63	\$ 1,691,910.90	107.95%
PLANNING & FINANCE	\$ 642,393.00	\$ 168,029.29	\$ 582,482.87	90.67%
PUBLIC INFORMATION	\$ 6,000.00	\$ 233.33	\$ 3,379.96	56.33%
POLICE MUNICIPAL COURT	\$ 114,400.00	\$ 12,362.04	\$ 107,613.06	94.07%
BUILDING DEPARTMENT	\$ 272,761.00	\$ 5,623.79	\$ 81,601.59	29.92%
POLICE ADMINISTRATION	\$ 91,047.00	\$ 6,464.73	\$ 84,663.59	92.99%
POLICE OPERATION	\$ 908,033.00	\$ 93,156.36	\$ 842,195.08	92.75%
GENERAL SERVICES - TRF & CONT	\$ 1,187,156.00	\$ -	\$ -	0.00%
GENERAL SERVICES - DEBT SERVICE	\$ 100,000.00	\$ -	\$ -	0.00%
TOTAL EXPENDITURES	\$ 5,002,819.00	\$ 501,591.69	\$ 3,458,998.21	69.14%
Account's Receivable - Collection/Fines			(\$208,464.83)	
ENDING FUND BALANCE	\$ -	\$ 352,398.55	\$ 1,653,115.66	

*****Highlighted Numbers are Due to Supplemental Budget*****

CITY OF KING CITY

SUMMARY

STREET FUND

AS OF 06/30/2019

Revenues	Accrual Basis Adopted Budget	Accrual Basis Current June	Year to Date	% of Budget 100.00%
OPENING BALANCE Assets Net		\$ (2,380.30)	\$ 12,888,772.45	
OPENING BALANCE Operating	\$ 129,500.00	\$ -	\$ 129,500.72	100.00%
INTEREST				
Interest	\$ 5,500.00	\$ 243.76	\$ 2,887.63	52.50%
REVENUES				
Total Taxes	\$ 276,250.00	\$ 48,128.82	\$ 323,937.82	117.26%
Total Grants	\$ 50,000.00	\$ -	\$ -	
FEES - CWS/SWM	\$ 54,000.00		\$ 60,095.30	111.29%
Miscellaneous	\$ 500.00		\$ -	
TRANSFERS IN				
Trf: Park SDC Fund	\$ 20,000.00	\$ -	\$ -	
CURRENT REVENUES	\$ 406,250.00	\$ 48,372.58	\$ 386,920.75	95.24%
TOTAL REVENUES	\$ 535,750.00	\$ 48,372.58	\$ 516,421.47	96.39%
Expenditures				
	Accrual Basis Adopted Budget	Accrual Basis Current June	Year to Date	% of Budget 100.00%
Roadway/Signs/Markings/Lighting	\$ 35,194.00	\$ 25,314.45	\$ 31,506.94	89.52%
Street Operation	\$ 234,556.00	\$ 18,907.30	\$ 164,766.75	70.25%
capital Improvements	\$ 266,000.00	\$ 56,541.69	\$ 260,797.60	98.04%
TOTAL EXPENDITURES	\$ 535,750.00	\$ 100,763.44	\$ 457,071.29	85.31%
ENDING FUND BALANCE	\$ -	\$ (52,390.86)	\$ 59,350.18	

*****Highlighted Numbers are Due to Supplemental Budget*****

CITY OF KING CITY

SUMMARY

PARK SYSTEM DEVELOPMENT FUND

AS OF 06/30/2019

Revenues	Accrual Basis Adopted Budget	Accrual Basis Current June	Year to Date	% of Budget 100.00%
OPENING BALANCE Assets Net	\$ 440,000.00	\$ -	\$ 445,964.08	101.36%
INTEREST				
Interest	\$ 3,000.00	\$ 932.15	\$ 11,121.45	370.72%
REVENUES				
System Development Charges	\$ 105,000.00	\$ -	\$ 22,365.00	21.30%
METRO	\$ -	\$ -	\$ -	
TRANSFERS IN				
Trf: General Fund	\$ -	\$ -	\$ -	
CURRENT REVENUES	\$ 108,000.00	\$ 932.15	\$ 33,486.45	31.01%
TOTAL REVENUES	\$ 548,000.00	\$ 932.15	\$ 479,450.53	87.49%
Expenditures				
	Accrual Basis Adopted Budget	Accrual Basis Current June	Year to Date	% of Budget 100.00%
Transfers Out - to General Fund	\$ 50,000.00	\$ 4,166.66	\$ 50,000.00	100.00%
Transfers Out - to Street Fund	\$ 20,000.00			
Park Improvements	\$ 100,000.00	\$ 82,470.77	\$ 87,851.36	
Contingency	\$ 100,000.00	\$ -	\$ -	
Reserved for Future Expenditure	\$ 278,000.00			
TOTAL EXPENDITURES	\$ 548,000.00	\$ 86,637.43	\$ 137,851.36	25.16%
ENDING FUND BALANCE	\$ -	\$ (85,705.28)	\$ 341,599.17	

*****Highlighted Numbers are Due to Supplemental Budget*****

CITY OF KING CITY

SUMMARY

LOCAL OPTION FUND

AS OF 06/30/2019

Revenues	Accrual Basis Adopted Budget	Accrual Basis Current June	Year to Date	% of Budget 100.00%
OPENING BALANCE Assets Net	\$ 21,189.00		\$ 21,189.08	
INTEREST				
Interest	\$ 500.00	\$ 62.91	\$ 1,239.22	247.84%
REVENUES				
Tax -Property	\$ 275,000.00	\$ 5,257.81	\$ 274,902.62	99.96%
Tax -Property Delinquent	\$ 3,000.00	\$ 122.18	\$ 8,406.81	280.23%
TRANSFERS IN				
Trf: General Fund	\$ -	\$ -	\$ -	
CURRENT REVENUES	\$ 278,500.00	\$ 5,442.90	\$ 284,548.65	102.17%
TOTAL REVENUES	\$ 299,689.00	\$ 5,442.90	\$ 305,737.73	102.02%
Expenditures				
	Accrual Basis Adopted Budget	Accrual Basis Current June	Year to Date	% of Budget 100.00%
Transfers Out	\$ 299,689.00	\$ 31,022.81	\$ 305,737.73	102.02%
TOTAL EXPENDITURES	\$ 299,689.00	\$ 31,022.81	\$ 305,737.73	102.02%
ENDING FUND BALANCE	\$ -	\$ (25,579.91)	\$ -	

*****Highlighted Numbers are Due to Supplemental Budget*****

CITY OF KING CITY

SUMMARY

Transportation Development Tax Fund

AS OF 06/30/2019

Revenues	Accrual Basis Adopted Budget	Accrual Basis Current June	Year to Date	% of Budget 100.00%
OPENING BALANCE Assets Net INTEREST	\$ 2,400,000.00	\$ -	\$ 2,457,077.92	102.38%
Interest - TDT	\$ 32,000.00	\$ 4,529.15	\$ 57,130.84	178.53%
REVENUES				
TDT	\$ 253,740.00	\$ -	\$ 59,702.00	23.53%
METRO	\$ -	\$ -	\$ -	
TRANSFERS IN				
Trf: General Fund	\$ -	\$ -	\$ -	
CURRENT REVENUES	\$ 285,740.00	\$ 4,529.15	\$ 116,832.84	40.89%
TOTAL REVENUES	\$ 2,685,740.00	\$ 4,529.15	\$ 2,573,910.76	95.84%
Expenditures				
	Accrual Basis Adopted Budget	Accrual Basis Current June	Year to Date	% of Budget 100.00%
Capital Outlay TDT				
Street Improvements -	\$ 1,000,000.00	\$ -	\$ 449,193.22	44.92%
Transfers Out	\$ 48,000.00	\$ 4,000.00	\$ 48,000.00	100.00%
Contingency	\$ 100,000.00	\$ -	\$ -	0.00%
Reserved for Future Expenditure	\$ 1,537,740.00	\$ -	\$ -	
TOTAL EXPENDITURES	\$ 2,685,740.00	\$ 4,000.00	\$ 497,193.22	18.51%
ENDING FUND BALANCE	\$ -	\$ 529.15	\$ 2,076,717.54	

*****Highlighted Numbers are Due to Supplemental Budget*****

CITY OF KING CITY

SUMMARY

GENERAL FUND

AS OF 07/31/2019

	Accrual Basis Adopted Budget	Accrual Basis Current July	Year to Date	% of Budget
Revenues				8.33%
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	\$ 2,834.26	\$ 2,834.26	9.45%
REVENUES				
Property Tax	\$ 790,000.00	\$ 1,884.45	\$ 1,884.45	0.24%
Other Taxes	\$ 237,800.00	\$ -	\$ -	0.00%
Total Grants	\$ 13,295.00	\$ -	\$ -	0.00%
Fees - License	\$ 20,000.00	\$ 7,055.00	\$ 7,055.00	35.28%
Fees - Franchise	\$ 240,000.00	\$ -	\$ -	0.00%
Fees - Passports	\$ 80,000.00	\$ 5,600.00	\$ 5,600.00	7.00%
Fees - Building Permits	\$ 43,000.00	\$ 4,502.84	\$ 4,502.84	10.47%
Fees - New Development Review	\$ 14,000.00	\$ -	\$ -	
Fees - Building Permits Taxes	\$ 36,000.00	\$ -	\$ -	0.00%
Fees - Annexation	\$ -			
Proceeds - Court	\$ 80,000.00	\$ 6,600.56	\$ 6,600.56	8.25%
Proceeds - Court Fine Delinquent		\$ -	\$ -	
Revenue - Water	\$ 71,800.00	\$ -	\$ -	0.00%
Miscellaneous	\$ 1,000.00	\$ 1,463.59	\$ 1,463.59	146.36%
Total Transfer In	\$ 401,735.00	\$ 33,478.02	\$ 33,478.02	8.33%
CURRENT REVENUES	\$ 2,058,630.00	\$ 63,418.72	\$ 63,418.72	3.08%
TOTAL REVENUES	\$ 3,358,630.00	\$ 63,418.72	\$ 1,924,999.21	57.32%

Expenditures

	Accrual Basis Adopted Budget	Accrual Basis Current July	Year to Date	% of Budget
				8.33%
CITY COUNCIL	\$ 88,160.00	\$ 714.97	\$ 714.97	0.81%
CITY MANAGER	\$ 169,869.00	\$ 13,991.78	\$ 13,991.78	8.24%
PLANNING & FINANCE	\$ 533,843.00	\$ 26,887.82	\$ 26,887.82	5.04%
PUBLIC INFORMATION	\$ 6,000.00	\$ 233.33	\$ 233.33	3.89%
POLICE MUNICIPAL COURT	\$ 117,800.00	\$ 7,738.07	\$ 7,738.07	6.57%
BUILDING DEPARTMENT	\$ 89,261.00	\$ 1,243.27	\$ 1,243.27	1.39%
POLICE ADMINISTRATION	\$ 89,222.00	\$ 6,608.74	\$ 6,608.74	7.41%
POLICE OPERATION	\$ 967,783.00	\$ 68,415.16	\$ 68,415.16	7.07%
GENERAL SERVICES - TRF & CONT	\$ 1,196,692.00		\$ -	0.00%
GENERAL SERVICES - DEBT SERVICE	\$ 100,000.00			
TOTAL EXPENDITURES	\$ 3,358,630.00	\$ 125,833.14	\$ 125,833.14	3.75%
Account's Receivable - Collection/Fines			(\$207,634.88)	
ENDING FUND BALANCE	\$ -	\$ (62,414.42)	\$ 1,591,531.19	

CITY OF KING CITY

SUMMARY

STREET FUND

AS OF 7/31/2019

Revenues	Accrual Basis Adopted Budget	Accrual Basis Current July	Year to Date	% of Budget 8.33%
OPENING BALANCE Assets Net		\$ 420,306.37	\$ 12,912,575.45	
OPENING BALANCE Operating	\$ 100,000.00		\$ 59,350.18	59.35%
INTEREST				
Interest	\$ 5,500.00	\$ 132.21	\$ 132.21	2.40%
REVENUES				
Total Taxes	\$ 304,500.00	\$ -	\$ -	0.00%
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	\$ 1,666.74	\$ 1,666.74	
CURRENT REVENUES	\$ 436,500.00	\$ 1,798.95	\$ 1,798.95	0.41%
TOTAL REVENUES	\$ 536,500.00	\$ 1,798.95	\$ 61,149.13	11.40%
Expenditures				
	Accrual Basis Adopted Budget	Accrual Basis Current July	Year to Date	% of Budget 8.33%
Roadway/Signs/Markings/Lighting	\$ 36,194.00	\$ 90.00	\$ 90.00	0.25%
Street Operation	\$ 213,306.00	\$ 10,087.27	\$ 10,087.27	4.73%
capital Improvements	\$ 287,000.00	\$ 1,491.83	\$ 1,491.83	0.52%
TOTAL EXPENDITURES	\$ 536,500.00	\$ 11,669.10	\$ 11,669.10	2.18%
ENDING FUND BALANCE	\$ -	\$ (9,870.15)	\$ 49,480.03	

CITY OF KING CITY

SUMMARY

PARK SYSTEM DEVELOPMENT FUND

AS OF 7/31/2019

Revenues	Accrual Basis Adopted Budget	Accrual Basis Current July	Year to Date	% of Budget
				8.33%
OPENING BALANCE Assets Net	\$ 440,000.00	\$ -	\$ 341,599.17	77.64%
INTEREST				
Interest	\$ 3,000.00	\$ 760.95	\$ 760.95	25.37%
REVENUES				
System Development Charges	\$ 31,950.00	\$ -	\$ -	0.00%
METRO	\$ -	\$ -	\$ -	
TRANSFERS IN				
Trf: General Fund	\$ -	\$ -	\$ -	
CURRENT REVENUES	\$ 34,950.00	\$ 760.95	\$ 760.95	2.18%
TOTAL REVENUES	\$ 474,950.00	\$ 760.95	\$ 342,360.12	72.08%
<hr/>				
Expenditures				
	Accrual Basis Adopted Budget	Accrual Basis Current July	Year to Date	% of Budget
				8.33%
Transfers Out	\$ 70,000.00	\$ 5,833.40	\$ 5,833.40	8.33%
Park Improvements	\$ 100,000.00	\$ -	\$ -	
Contingency	\$ 100,000.00	\$ -	\$ -	
Reserved for Future Expenditure	\$ 204,950.00			
TOTAL EXPENDITURES	\$ 474,950.00	\$ 5,833.40	\$ 5,833.40	1.23%
ENDING FUND BALANCE	\$ -	\$ (5,072.45)	\$ 336,526.72	

CITY OF KING CITY		SUMMARY		LOCAL OPTION FUND		
AS OF 7/31/2019						
Revenues	Accrual Basis Adopted Budget	Accrual Basis Current July	Year to Date	% of Budget 8.33%		
OPENING BALANCE Assets Net		\$ -	\$ -			
INTEREST						
Interest	\$ 500.00	\$ 5.29	\$ 5.29	1.06%		
REVENUES						
Tax -Property	\$ 280,000.00	\$ 518.48	\$ 518.48	0.19%		
Tax -Property Delinquent	\$ 3,000.00	\$ 169.54	\$ 169.54	5.65%		
TRANSFERS IN						
Trf: General Fund	\$ -	\$ -	\$ -			
CURRENT REVENUES	\$ 283,500.00	\$ 693.31	\$ 693.31	0.24%		
TOTAL REVENUES	\$ 283,500.00	\$ 693.31	\$ 693.31	0.24%		
Expenditures	Accrual Basis Adopted Budget	Accrual Basis Current July	Year to Date	% of Budget 8.33%		
Transfers Out	\$ 283,500.00	\$ 23,625.00	\$ 23,625.00	8.33%		
TOTAL EXPENDITURES	\$ 283,500.00	\$ 23,625.00	\$ 23,625.00	8.33%		
ENDING FUND BALANCE	\$ -	\$ (22,931.69)	\$ (22,931.69)			

CITY OF KING CITY

SUMMARY

Transportation Development Tax Fund

AS OF 7/31/2019

Revenues	Accrual Basis Adopted Budget	Accrual Basis Current July	Year to Date	% of Budget 8.33%
OPENING BALANCE Assets Net INTEREST	\$ 2,400,000.00	\$ -	\$ 2,076,717.54	
Interest - TDT	\$ 32,000.00	\$ 4,626.14	\$ 4,626.14	
REVENUES				
TDT	\$ 84,580.00	\$ -	\$ -	
METRO	\$ -	\$ -	\$ -	
TRANSFERS IN				
Trf: General Fund	\$ -	\$ -	\$ -	
CURRENT REVENUES	\$ 116,580.00	\$ 4,626.14	\$ 4,626.14	
TOTAL REVENUES	\$ 2,516,580.00	\$ 4,626.14	\$ 2,081,343.68	
<hr/>				
Expenditures	Accrual Basis Adopted Budget	Accrual Basis Current July	Year to Date	% of Budget 8.33%
Capital Outlay TDT				
Street Improvements -	\$ 1,000,000.00	\$ -	\$ -	
Transfers Out	\$ 48,000.00	\$ 4,000.00	\$ 4,000.00	
Contingency	\$ 100,000.00	\$ -	\$ -	
Reserved for Future Expenditure	\$ 1,368,580.00			
TOTAL EXPENDITURES	\$ 2,516,580.00	\$ 4,000.00	\$ 4,000.00	
ENDING FUND BALANCE	\$ -	\$ 626.14	\$ 2,077,343.68	

CITY OF KING CITY

SUMMARY

GENERAL FUND

AS OF 08/31/2019

	Accrual Basis Adopted Budget	Accrual Basis Current August	Year to Date	% of Budget
Revenues				16.67%
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	\$ 2,150.89	\$ 4,985.15	16.62%
REVENUES			\$ -	
Property Tax	\$ 790,000.00	\$ 2,140.52	\$ 4,024.97	0.51%
Other Taxes	\$ 237,800.00	\$ 12,556.97	\$ 12,556.97	5.28%
Total Grants	\$ 13,295.00	\$ -	\$ -	0.00%
Fees - License	\$ 20,000.00	\$ 1,101.94	\$ 8,156.94	40.78%
Fees - Franchise	\$ 240,000.00	\$ -	\$ -	0.00%
Fees - Passports	\$ 80,000.00	\$ 6,385.00	\$ 11,985.00	14.98%
Fees - Building Permits	\$ 43,000.00	\$ 1,384.10	\$ 5,886.94	13.69%
Fees - New Development Review	\$ 14,000.00	\$ -	\$ -	
Fees - Building Permits Taxes	\$ 36,000.00	\$ 126.84	\$ 126.84	0.35%
Fees - Annexation	\$ -			
Proceeds - Court	\$ 80,000.00	\$ 7,366.59	\$ 13,967.15	17.46%
Proceeds - Court Fine Delinquent		\$ 31,342.54	\$ 31,342.54	
Revenue - Water	\$ 71,800.00	\$ -	\$ -	0.00%
Miscellaneous	\$ 1,000.00	\$ 907.00	\$ 2,370.59	237.06%
Total Transfer In	\$ 401,735.00	\$ 33,477.98	\$ 66,956.00	16.67%
CURRENT REVENUES	\$ 2,058,630.00	\$ 98,940.37	\$ 162,359.09	7.89%
TOTAL REVENUES	\$ 3,358,630.00	\$ 98,940.37	\$ 2,023,939.58	60.26%

Expenditures

	Accrual Basis Adopted Budget	Accrual Basis Current August	Year to Date	% of Budget
				16.67%
CITY COUNCIL	\$ 88,160.00	\$ 15,728.33	\$ 16,443.30	18.65%
CITY MANAGER	\$ 169,869.00	\$ 16,105.42	\$ 30,097.20	17.72%
PLANNING & FINANCE	\$ 533,843.00	\$ 36,128.47	\$ 63,016.29	11.80%
PUBLIC INFORMATION	\$ 6,000.00	\$ 233.33	\$ 466.66	7.78%
POLICE MUNICIPAL COURT	\$ 117,800.00	\$ 7,681.87	\$ 15,419.94	13.09%
BUILDING DEPARTMENT	\$ 89,261.00	\$ 3,906.01	\$ 5,149.28	5.77%
POLICE ADMINISTRATION	\$ 89,222.00	\$ 6,590.57	\$ 13,199.31	14.79%
POLICE OPERATION	\$ 967,783.00	\$ 71,538.02	\$ 139,953.18	14.46%
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	\$ 157,912.02	\$ 283,745.16	8.45%
Account's Receivable - Collection/Fines			(\$145,157.43)	
ENDING FUND BALANCE	\$ -	\$ (58,971.65)	\$ 1,595,036.99	

CITY OF KING CITY

SUMMARY

STREET FUND

AS OF 8/31/2019

Revenues	Accrual Basis Adopted Budget	Accrual Basis Current August	Year to Date	% of Budget 16.67%
OPENING BALANCE Assets Net				
OPENING BALANCE Operating	\$ 100,000.00	\$ -	\$ 59,350.18	59.35%
INTEREST				
Interest	\$ 5,500.00	\$ 105.55	\$ 237.76	4.32%
REVENUES				
Total Taxes	\$ 304,500.00	\$ 18,674.16	\$ 18,674.16	6.13%
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	\$ 3,333.40	
CURRENT REVENUES	\$ 436,500.00	\$ 20,446.37	\$ 22,245.32	5.10%
TOTAL REVENUES	\$ 536,500.00	\$ 20,446.37	\$ 81,595.50	15.21%
Expenditures				
	Accrual Basis Adopted Budget	Accrual Basis Current August	Year to Date	% of Budget 16.67%
Roadway/Signs/Markings/Lighting	\$ 36,194.00	\$ 274.27	\$ 364.27	1.01%
Street Operation	\$ 213,306.00	\$ 12,943.83	\$ 23,031.10	10.80%
capital Improvements	\$ 287,000.00	\$ -	\$ 1,491.83	0.52%
TOTAL EXPENDITURES	\$ 536,500.00	\$ 13,218.10	\$ 24,887.20	4.64%
ENDING FUND BALANCE	\$ -	\$ 7,228.27	\$ 56,708.30	

CITY OF KING CITY

SUMMARY

PARK SYSTEM DEVELOPMENT FUND

AS OF 8/31/2019

	Accrual Basis	Accrual Basis	Year to Date	% of Budget
	Adopted Budget	Current August		
Revenues				16.67%
OPENING BALANCE Assets Net	\$ 440,000.00	\$ -	\$ 341,599.17	77.64%
INTEREST				
Interest	\$ 3,000.00	\$ 717.84	\$ 1,478.79	49.29%
REVENUES				
System Development Charges	\$ 31,950.00	\$ -	\$ -	0.00%
METRO	\$ -	\$ -	\$ -	
TRANSFERS IN				
Trf: General Fund	\$ -	\$ -	\$ -	
CURRENT REVENUES	\$ 34,950.00	\$ 717.84	\$ 1,478.79	4.23%
TOTAL REVENUES	\$ 474,950.00	\$ 717.84	\$ 343,077.96	72.23%
<hr/>				
Expenditures				
	Accrual Basis	Accrual Basis	Year to Date	% of Budget
	Adopted Budget	Current August		
				16.67%
Transfers Out	\$ 70,000.00	\$ 5,833.40	\$ 11,666.80	16.67%
Park Improvements	\$ 100,000.00	\$ -	\$ -	0.00%
Contingency	\$ 100,000.00	\$ -	\$ -	0.00%
Reserved for Future Expenditure	\$ 204,950.00	\$ -	\$ -	0.00%
TOTAL EXPENDITURES	\$ 474,950.00	\$ 5,833.40	\$ 11,666.80	2.46%
ENDING FUND BALANCE	\$ -	\$ (5,115.56)	\$ 331,411.16	

CITY OF KING CITY

SUMMARY

LOCAL OPTION FUND

AS OF 8/31/2019

	Accrual Basis	Accrual Basis	Year to Date	% of Budget
	Adopted Budget	Current August		
Revenues				16.67%
OPENING BALANCE Assets Net		\$ -	\$ -	
INTEREST				
Interest	\$ 500.00	\$ (46.59)	\$ (41.30)	-8.26%
REVENUES				
Tax -Property	\$ 280,000.00	\$ -	\$ 518.48	0.19%
Tax -Property Delinquent	\$ 3,000.00	\$ 771.43	\$ 940.97	31.37%
TRANSFERS IN				
Trf: General Fund	\$ -	\$ -	\$ -	
CURRENT REVENUES	\$ 283,500.00	\$ 724.84	\$ 1,418.15	0.50%
TOTAL REVENUES	\$ 283,500.00	\$ 724.84	\$ 1,418.15	0.50%
Expenditures				
	Accrual Basis	Accrual Basis	Year to Date	% of Budget
	Adopted Budget	Current August		
Transfers Out	\$ 283,500.00	\$ 23,625.00	\$ 47,250.00	16.67%
TOTAL EXPENDITURES	\$ 283,500.00	\$ 23,625.00	\$ 47,250.00	16.67%
ENDING FUND BALANCE	\$ -	\$ (22,900.16)	\$ (45,831.85)	

CITY OF KING CITY

SUMMARY

Transportation Development Tax Fund

AS OF 8/31/2019

	Accrual Basis	Accrual Basis	Year to Date	% of Budget
	Adopted Budget	Current August		
Revenues				16.67%
OPENING BALANCE Assets Net	\$ 2,400,000.00	\$ -	\$ 2,076,717.54	
INTEREST				
Interest - TDT	\$ 32,000.00	\$ 4,431.16	\$ 9,057.30	
REVENUES				
TDT	\$ 84,580.00	\$ -	\$ -	
METRO	\$ -	\$ -	\$ -	
TRANSFERS IN				
Trf: General Fund	\$ -	\$ -	\$ -	
CURRENT REVENUES	\$ 116,580.00	\$ 4,431.16	\$ 9,057.30	
TOTAL REVENUES	\$ 2,516,580.00	\$ 4,431.16	\$ 2,085,774.84	
Expenditures				
	Accrual Basis	Accrual Basis	Year to Date	% of Budget
	Adopted Budget	Current August		
Capital Outlay TDT				16.67%
Street Improvements -	\$ 1,000,000.00	\$ 266,008.50	\$ 266,008.50	
Transfers Out	\$ 48,000.00	\$ 4,000.00	\$ 8,000.00	
Contingency	\$ 100,000.00	\$ -	\$ -	
Reserved for Future Expenditure	\$ 1,368,580.00			
TOTAL EXPENDITURES	\$ 2,516,580.00	\$ 270,008.50	\$ 274,008.50	
ENDING FUND BALANCE	\$ -	\$ (265,577.34)	\$ 1,811,766.34	

7.6 2020 Small City Allotments Program Awards Announcement

1. Grant Agreement ODOT SCA – Final Agreement will be presented on November 20, 2019



Oregon

Kate Brown, Governor

Department of Transportation
Transportation Development Division
555 13th Street NE, Suite 2
Salem, OR 97301
Phone: (503) 986-3420
Fax: (503) 986-4173

October 30, 2019

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

Subject: 2020 Small City Allotments Program Awards Announcement

Project Name : SW 116TH AVENUE - IMPROVEMENTS

In accordance with ORS 366.805 and the recommendation of the Advisory Committee, I am pleased to announce your project was one of 53 selected to be funded. ODOT received 102 eligible applications requesting a total of \$9,814,566 with funding limited to \$5,195,000 it was a very competitive selection process.

The SCA award amount for your project is \$100,000.00

Per the information provided in the application we have generated the following project description that will be inserted into the Agreement. Please review the description carefully to ensure that it reflects the intent of the application submitted. If the description does not meet the intent of the application or you find that you will be unable to perform the improvements specified you need to contact us immediately, in writing (email preferred), addressing any discrepancies. Please be advised that the Project Description is designed to cover the critical aspects of the proposed improvements rather than every detail required to facilitate that effort e.g., if you proposed an asphalt overlay we do not need to include every step of that process but would instead just point out the critical elements involved. Recognize that Project Awards were based upon the information provided in your application therefore only minor changes will be considered.

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.

Your application *did not* indicate that your project will come into contact with a State Highway. If upon review you find that any portion of the project will touch a State Highway it is your responsibility to notify us immediately as additional obligations specific to ADA may be required; please refer to attachment.

In the next few weeks you will receive materials that are time sensitive and will require a prompt response. We have learned from previous experience that many small cities, eligible for these awards, have limited staff resulting in response delays or no response due to vacations, illness, staff turnover, etc. To ensure your responses are timely we ask that you complete the attached "Contact Information Form" to ensure that multiple people are receiving the materials we send and can respond in the event that the primary contact is not available. Please return the completed form no later than November 12, 2019 via email to SmallCityAllotments@odot.state.or.us . Note that though we recognize that cities may engage an outside entity to perform Project Management duties, for our purposes we request that all contact information provided is for City Staff members.

Included in the attachments please find the template for the Agreement that will be used for 2020 Small City Allotment Program awards. Take this opportunity to review the document and share it as necessary with those entities whose signature will be required. This will save time once it is presented to you for signatures.

Please be advised that only work that begins after the effective date of the executed Agreement will be eligible for reimbursement with SCA funds.

Your participation in the program is appreciated and we look forward to seeing your completed project. If you have questions regarding the SCA program, you may contact either myself at (503) 986-7202 or Deanna Edgar at (503) 986-3441.

Sincerely,

Alan Thompson
Small City Allotment Program Manager

Attachments: Contact Information Form
Letter to League of Oregon Cities w/ 2020 SCA Awards by City
ADA Compliance Information Sheet
Agreement Template

GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
SMALL CITY ALLOTMENT PROGRAM

Project Name

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 Recipient Name, 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 \$**INSERT AMOUNT**. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$**INSERT AMOUNT** (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 10(d).
 - 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;
 - (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 project liaison. 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 invoices to ODOT for reimbursement. Receipt of the final invoice by ODOT will trigger the need for ODOT's final on-site review of the Project.

- b. On or after the Effective Date, and upon written request by Recipient, ODOT may advance to Recipient 50% of the Grant Funds.
 - c. Each reimbursement request shall be submitted on letterhead 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. 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.
 - e. Recipient shall, no later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs earlier, submit an invoice 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 after the completion could result in non-payment.
 - f. 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 seven (7) 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.
 - iv. If the Project work is on or along a state highway, 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. **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, facsimile, 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

ODOT/Recipient
Agreement No.

ODOT/Recipient
Agreement No.

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 **[INSERT MONTH, DAY, YEAR]** by the Program Implementation and Analysis Manager.

Recipient, by and through its elected officials

STATE OF OREGON, by and through its

Department of Transportation

By _____
(Legally designated representative)

By _____
Program Implementation and Analysis Unit Manager

Name _____
(printed)

Name _____
(printed)

Date _____

Date _____

By _____

APPROVAL RECOMMENDED

Name _____
(printed)

By _____
Small City Allotment Program Manager

Date _____

Date _____

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

By _____

By _____
Recipient's Legal Counsel

State Traffic-Roadway Engineer

Date _____

Date _____

Recipient Contact:

Name/Title
Address
Phone
Email

SCA Program Manager:

Alan Thompson
555 13th Street NE
Salem, OR 97301-4178
Phone: 503-986-7202
Alan.L.Thompson@odot.state.or.us

EXHIBIT A

Project Description

Agreement No.

Project Name:

A. PROJECT DESCRIPTION

Example:

Project consists of paving, sidewalk, ADA, and drainage on US 101 from approximately Avenue A to Avenue F.

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 VI.

(Insert name of street(s)) (is or are) 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 is responsible for all Project costs in excess of the Grant Funds.
- III.** Recipient and the ODOT project liaison shall, upon completion of all on-site work for the Project, perform an on-site review. Once review is completed, the ODOT project liaison may recommend acceptance of Project by providing written documentation affirming that the Project is complete and requesting final payment from ODOT's SCA Program Manager.
- IV.** 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 or termination of this Agreement.
- V.** 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.
- VI. 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.
- iv. 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 and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section VI shall survive termination of this Agreement.

VII. 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.

ODOT/Recipient
Agreement No.

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

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

ODOT/Recipient
Agreement No.

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.

ODOT/Recipient
Agreement No.

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.

7.7 Consider Planning Commission Appointments

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

APPLICATION FOR APPOINTMENT TO BOARD or COMMISSION



Name: _____ Date: _____
Last First Middle

Home Address: _____

City/State/Zip: _____

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

Telephone No.: _____
Home Work Cell/Mobile

E-Mail Address: _____

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

Present Occupation: _____

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:

Previous City appointments, offices or activities:

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

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

Signature:  Date: _____

Meeting dates (all meeting dates are subject to change or additions)

- City Council* - meets the First and Third Wednesday of the month
- Budget Committee – meets in April-May to consider City budget for new fiscal year
- Planning Commission – Fourth Wednesday of the month

*Please be advised members of the City Council, the Planning Commission are required to file an annual **Statement Of Economic Interest** with the State of Oregon. A sample reporting form is available from the City Records Office at 15300 SW 116th Ave, King City, OR 97224 indicating the type of information you will be required to disclose if you are appointed.*

For office use only:

Date Received:	Please return this form to: 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).

APPLICATION FOR APPOINTMENT TO BOARD or COMMISSION



Name: WALTER JOHN FRANCIS Date: 10-16-2019
Last First Middle

Home Address: 16560 SW MONTEREY LANE

City/State/Zip: KING CITY, OREGON 97244

Is this address within the City? YES I've lived in King City since: 2010

Telephone No.: 503-747-5182 NONE NONE
Home Work Cell/Mobile

E-Mail Address: johnf.walter@yahoo.com

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

Present Occupation: RETIRED

Which Committee(s) would you like to be appointed to?

Dates of meetings are listed at the end of this application.

Please make sure those dates work with your schedule before you apply.

- ☐ City Council*
- ☐ Budget Committee
- ☒ Planning Commission
- ☐ Other

Employment, professional, and volunteer background:

Previous City appointments, offices or activities:

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

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

Signature: John Walter

Date: 10-16-2019

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:

Date Received:	Please return this form to: 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).

APPLICATION FOR POSITION ON KING CITY PLANNING COMMISSION 10-16-19

I am applying for another term on the King City Planning Commission. I have been on the committee for about 15 months, filling a vacant seat.

My expertise has been serving in public works jobs in Southern California for 33 years. I have worked for the cities of Camarillo, Simi Valley, Ventura, Irvine Ranch Water District and with the private company Operations and Maintenance International at cities in Riverside County and San Diego County. All of this work has been in sewage treatment, maintenance of sewage plants and sewer lines, and working closely with consulting engineers on all new construction projects. Because I had to be certified by the State of California to work and manage sewage treatment plants, if a plant violated its discharge requirements I could be held legally liable for the discharge violation. During my years in sewage treatment, none of the plants I worked in ever violated their discharge requirements. This was especially difficult to do when so many plants were constantly under construction virtually full time.

I have been a critic of the ways that things are planned here in Oregon. On my short time on the City of Redmond planning commission I was a lead voice in preventing ODOT from totally bypassing the most important economic area of Redmond so that truckers/commuters could save 35 seconds by driving past this vibrant economic corridor. Recently I have been a critic of the density system, the loss of parking systems, the narrowness of roads, and the totally stupid idea that everyone in Oregon is going to throw away their cars and walk, bike, or take a bus or train to work.

I wish to continue working on the Planning Commission and hopefully can bring a perspective that problems are usually rubic cube shaped, not just two sided. You have to twist the cube and look at all sides to determine success. I am amused by traffic engineers and their projections. Their projections don't really add up from the standpoint that the engineers think that everyone is going to drive the way they focus people to drive. Many, many drivers have GPS now or smart phones that direct them the best way to get around problem areas. So it really doesn't matter what the engineers and planners say and they have to start thinking outside the box for a change.

APPLICATION FOR APPOINTMENT TO BOARD or COMMISSION



Name: Petrie Laurie Joyce Date: 10/27/2019
Last First Middle

Home Address: 16740 SW Monterey Ln

City/State/Zip: King City, Oregon 97224

Is this address within the City? yes I've lived in King City since: 2013

Telephone No.: 503-941-9462 N/A 503-816-1518
Home Work Cell/Mobile

E-Mail Address: dlpetrie@comcast.net

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

Present Occupation: Retired

Which Committee(s) would you like to be appointed to?

***Dates of meetings are listed at the end of this application.
Please make sure those dates work with your schedule before you apply.***

- ☐ City Council*
- ☐ Budget Committee
- ☒ Planning Commission
- ☐ Other

Employment, professional, and volunteer background:

I worked for 40 years as a customer service manager in domestic and international air freight forwarding and 3rd party logistics. I have been busy volunteering in my retirement. I was recently elected to the Board of Directors of the King City Civic Association and I'm serving as Vice-President on that Board. Prior to that, I served for four years on the King City Garden Villas Service Association Board of Directors, including three years as President. I have also volunteered at Serenity Hospice.

Previous City appointments, offices or activities:

I have served on the King City Planning Commission since 2016 and I served on the Budget Committee in 2018 and 2019.

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.

I will bring my management experience from my career, Board, and volunteer activities to address challenges currently faced by the City of King City. In my career in domestic and international air freight forwarding and logistics, my role as service manager meant working daily with a variety of clients and vendors. No two days are alike in that business so I had to be prepared for anything. I learned to identify ways to bring people together to resolve issues and find solutions that worked for all the parties involved.

2. What specific contribution do you hope to make?

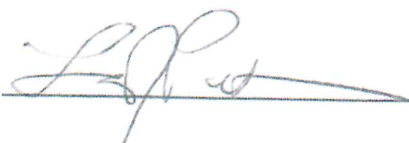
I hope to apply the skills I have developed in a career managing customer services and as a Board member to the work of the King City Planning Commission. These skills include listening, clarification of issues and needs, and being responsive to concerns raised by residents.

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

This is an exciting time for the City of King City. I really enjoyed working with the Commission and the City Council on the Concept Plan for the URA and I can't wait to continue that work as we go forward with the Master Plan process. There is a lot to do aside from the URB and I want to be a part of that as well. I am very excited about what the future holds for King City and I look forward to helping King City be the best small city in the region.

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

I was recently elected to the Board of Directors of the King City Civic Association and I'm serving as Vice-President on that Board. For KCCA, I am also chairing the House Committee and the Clubs & Amenities Committee. Prior to that, I served for four years on the King City Garden Villas Service Association Board of Directors, including three years as President. I am currently serving on the Welcoming Committee for Garden Villas.

Signature: 

Date: 10-27-19

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.

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