

NOTICE OF CITY COUNCIL MEETING

The City Council of the City of King City will hold a Work Session at 5:30 p.m. and a Regular Session at 7:00 P.M., Wednesday, February 19, 2020, at City Hall 15300 SW 116th Ave, King City, Oregon 97224

AGENDA		Action Item
WORK SESSION		
5:30 p.m.	Item 1. Goal setting for 2020.	Time:
		No Action
REGULAR SESSION		
<i>Moment of Silence</i>		
7:00 p.m.	1. CALL TO ORDER	Time:
	2. ROLL CALL	
	3. PLEDGE OF ALLEGIANCE	
	4. APPROVAL OF MINUTES:	
	December 18 th , 2019	M S A
7:10 p.m.	5. SPECIAL PRESENTATION: Oregon Flash – Baseball Field	
7:15 p.m.	6. OPEN FORUM: We welcome public comment. At this time, the Council will be happy to receive your comment pertaining to items on the agenda (including, questions, suggestions, complaints, and items for future). Each person's time will be limited to three minutes.	
7:20 p.m.	7. UNFINISHED BUSINESS: NONE	M S A
7:20 p.m.	8. NEW BUSINESS:	
	8.1 Approve TGM Contracts with ODOT	
	8.2 Consider Budget Committee Appointments	M S A
	1. Veva Goehler – Incumbent	
	2. Mark Marchese	
	3. Sam Locklin – Incumbent	
7:50 p.m.	9. POLICE CHIEF'S REPORT	
8:00 p.m.	10. CITY MANAGER'S REPORT	
8:10 p.m.	11. MAYOR'S AND COUNCILOR'S REPORTS	
8:40 p.m.	12. ADJOURN	
NEXT MEETING		Time:
MARCH 11, 2020 – DUE TO SCHEDULE CONFLICTS ON MARCH 18, 2020		
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.		

WORK SESSION 2020

OBSERVATION SUMMARY

In the following memorandum we have listed the numerous goals we have been working on over the past 4 years for your reference, we were able to accomplish a number of them and others remain stubbornly illusive. Our primary goal over the last few years has been submitting our Title 11 Concept Plan, UGB Expansion, Transportation System Plan, Master Plan, City Hall and achieving our Annexation Goals of the immediate areas adjacent to King City. We have accomplished many of our goals, but we still have areas adjacent to our City Limits that will require an extended effort to annex. With Metro's and LCDC's UGB Decisions we now have a very bright future and as our focus shifts from Concept Planning to Master Planning we will have a great opportunity to shape the future of our Great City. In addition to these goals we will still have short term goals as we head into a new budget and funding cycle.

Staff priorities will continue to be focused on our efforts to improve and address a number of pedestrian and infrastructure defects. 131st Street, ODOT Sidewalk enhancement project, and Phase I of King Richard Street were all completed in the last year. We still have a number of street projects to work on and over the next year or two we expect to complete King Richard and begin Phase I of 116th Avenue. Another item we have been able to move forward is the acquisition of Bexley Street per our annexation agreement with the highlands. It may be prudent to add Bexley to our project list for the next year.

One item that we are no longer pursuing are the sewer issues in the Garden Villa area Due to the public uprising in opposition and the current legal battle between GVHA and CWS we have moved that item to the back burner.

The Drainage Project at the Park has been completed and we have begun preparations for a maintenance shed near the Tennis Courts.

The Remodel of the City Hall was completed within the last year.

Should we secure land in the expansion area for a new city hall/library/recreation center? Where should we focus our search?

I response to the question posed last year, we have formulated a consolidated effort with TVFR to purchase property from what will most likely be MLG in the new town center area. This will likely be a purchase agreement or contract between the three Organizations.

What methods should we use to engage the Business Community? Mayor's Forums? Outreach from City Hall? Etc?

Previous methods have been unsuccessful, but with the number of consultants we have working on outreach I feel we will have a good idea of the business perspective in the very near future.

We also have a lot of Master Planning Coming our way in 2020/2021 that we are already gearing up for.

Question for 2020: Should we consider a public education campaign for a Gas Tax? What Ballot would we shoot for November or May? Timeline for November may be tight.

Should we also add to our Public Education Campaign and target areas south of Fischer of Annexation? This project has remained elusive and will take a solid concerted effort on behalf of all city staff members and council members to be successful. I would recommend we add to our strategic communications funds and target the Gas Tax and Annexation benefits so people in these areas understand the issues. The important

factor to our success will be promoting ourselves while not berating Washington County Sheriff's Department.

Budget is coming in the very near future as well as union negotiations. At some point we need to consider what impacts those adjustments to budget may have on our operations budgets.

It is my opinion that we must continue our outreach efforts to attain our goals. We must remain focused and keep a united message while we are about. It is imperative that we stay on message. We have made our presence known in the Metro Region and positioned ourselves on the Stage for a great opportunity. We must continue to build on these relationships and be cautious not to burn any bridges along the way. Council involvement and outreach plays a critical part in these matters, but we must also tread lightly and build relationships that have not previously existed.

SHORT TERM GOALS

- Prepare Budget 2020/21 In Preparation
- Release RFP for Master Plan
- Begin Public Outreach Program for TSP/Master Plan
- Purchase Land for Future Development
- Launch Public Information Campaign
- Negotiate Union Contract
- Complete Phase II of King Richard
- Complete Phase I of 116th Avenue
- Hwy 99W Corridor Study
- Finish Playing fields at the Park (Include backstop & dugouts)
- Annex Challis Farms
- June 2020 State of the City
- Ensure effective police coverage for our citizenry ✓
- Establish Reporting and Communication Guidelines ✓
- Build Relationships with local reps (State & Fed - Senate & House Representatives) ✓
 - Local Government Reps (Metro, Tigard, Developers, Etc) ✓
- Provide effective response to citizen concerns (potholes, trees, clogged storm drains, etc.) ✓
- Preparation for 50th year celebration ✓
- Fisher Road Sidewalk Project – Complete ✓
 - County IGA – Fisher Road ✓
- 131st Subdivision Construction Projects ✓ Construction SP/SU 2019
 - River's Edge ✓
 - Arden Village – Construction Underway
 - Castle Oaks East – ✓
- Parking Permit Plan Implementation ✓
- Finalize Water Rights at the Park – ✓
- Bond Measure for Emergency Communications. – ✓

MEDIUM TERM GOALS

- Develop Master Planning
- Develop Transportation System Plan

- Annex Areas south of Fischer
- Establish Gas Tax
- Ponderosa Pines Subdivision
- Promote 131st and Fischer Subdivision
- Upgrade Financial and Permitting Operating Software (Casselle / GovPilot / My Gov / Etc)
- Community Outreach – Ongoing – New Website Continue to Improve Outreach – Online GIS Platform Active in 2019.
- System upgrade and integration – New Web Page, New MDTs, New Police Vehicles, New Tech Systems in City Hall – Well Underway ✓
- Town Center Implementation – Ownership Complications Working with New Owners looks Promising
- Concept Planning Urban Reserve – Complete ✓
 - Community Planning Workshops – See Above
 - Land Use Zoning – Units Per Acre (Commercial, Professional, Industrial, Retail, Multi-Family & Single Family Residential) – See Above
 - Transportation Network – See Above
 - Stormwater Network – See Above
 - Infrastructure (Water, Sewer, Power, Cable, Fiber, Etc) – See Above
- Infrastructure Extensions & Pump Station on Roy Rogers: Complete ✓
- Stormwater Planning & Upgrades – Discussions with CWS, but little headway. Will require investment by the City to improve current system
- City Hall Remodel – Upgrade – Complete ✓
- King City Sidewalk Infill Beef Bend to Durham – Complete ✓
- Clean Waters Drainage System along Hwy 99 North of City Hall – Will likely continue to plague us until we have money to throw at it, but we are trying to assign this to ODOT and that appears within reason

LONG TERM GOALS

- Infill/Annexation to Natural Boundaries – Beef Bend and Tualatin River – Highlands Annexation is Complete, areas south of Fischer have proven more difficult.
- Establish Jurisdictional Boundaries (Hwy 99, Beef Bend, Etc.) – Pending Annexations
 - Expand Jurisdictional Court Coverage (Avoid Hillsboro Court System – Keep in House)
 - Justice Court (Hwy 99 Goes to County Court in Beaverton)
- Annexation to Roy Rogers – Concept Planning Complete – TSP Underway, Master Plan Underway
- Identify Type of Destination Commercial Development for Roy Rogers & Beef Bend - Concept Planning Completed ✓ Transportation and Master Planning Underway
- Address Stormwater Infrastructure
- Beef Bend Road Urbanization
- Fisher Road Extension – (May not be ready)
- Finish Wall on Fischer
- Westside Trail Segment in Bonneville ROW
- Acquire Parcel at end of 131st Avenue from Washington County
- Develop Boat Ramp at End of 131st
- Riverfront Trail from 99W to Roy Rogers
- Urban Reserve beyond Roy Rogers, North, South, East, West?? ✓

ADDITIONS / COMMENTS / SUGGESTIONS:

WOODEN BRIDGES – TREAT FOR MOSS & SLIPPERY SURFACES

FIX TENNIS AND BASKETBALL COURTS – RESURFACE (WE HAVE ONLY DONE PATCH JOBS)

PICKLE BALL COURT

ADDRESS PARKING ISSUES

PARK PRIORITIES WERE: 1) PARK LIGHTING – COMPLETED. 2) PATHWAY DRAINAGE:

COMPLETED WE HAVE NOT PURSUED ANY OTHER MAJOR PARK IMPROVEMENTS AT THIS

TIME. 3) ADDITIONAL BENCHES 4) BBQ PITTS AND GRILLS. 5) RESURFACE BASKETBALL

AND TENNIS COURTS

ADDED ITEMS TO THE 2019 PROJECT LIST (COMPLETED / NOT COMPLETED)

5G WIRELESS ORDINANCE

RECREATIONAL MARIJUANA ORDINANCE

POLICE LEVY – MAY BALLOT ✓

CITY HALL ✓

131ST STREET IMPROVEMENTS & BIKE PED SAFETY ✓

KING RICHARD RESURFACING (SCA) ✓

KING CITY PARK PLAYING FIELDS AND DRAINAGE ✓

ADU ORDINANCE ✓

2019/2020 BUDGET ✓

DOG PARK

PARK UNDER POWER-LINES

AUGUST 2019 DEADLINE FOR ANNEXATIONS AROUND KING CITY

JUNE 2019 STATE OF THE CITY ✓

WALL ALONG FISCHER ROAD

2020 GAS TAX -PR EDUCATION

**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 7:03 p.m. on Wednesday, December 18, 2019, Mayor Gibson requested a moment of silence then proceeded to call the meeting to order at 7:04 p.m., followed by roll call and the Pledge of Allegiance

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

Mayor Ken Gibson
Councilor David Platt
Councilor Jaimie Fender
Councilor John Boylston
Councilor Micah Paulsen

Absent:

Councilor Gretchen Buchner
Councilor Smart Ocholi - Excused

Staff present included:

City Manager (CM) Mike Weston
Chief of Police (CP) Ernie Happala
City Recorder (CR) Ronnie Smith
Public Works (PW) David Runyon

Agenda Item 4: **Approval of Minute:** October 16th, 2019, Regular Session, November 20, 2019, Work Session, November 20th, 2019, Regular Session.

MOTION MADE BY COUNCILOR BOYLSTON TO APPROVE THE MINUTES FROM OCTOBER 16TH, 2019, REGULAR SESSION, NOVEMBER 20, 2019 WORK SESSION, NOVEMBER 20TH, 2019, REGULAR SESSION, SECONDED BY COUNCILOR FENDER.

VOICE VOTE: 5-AYES – 0-NEYS – 0 ABSTENTIONS– 0- RECUSED THE MOTION CARRIED 5-0.

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 Financials

Staff reported that the September financials are in order.

MOTION MADE BY COUNCILOR FENDER TO APPROVE THE SEPTEMBER 2019 FINANCIALS, SECONDED BY COUNCILOR PLATT.

VOICE VOTE: 5-AYES – 0-NEYS – 0 ABSTENTIONS– 0- RECUSED THE MOTION CARRIED 5-0.

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

Mayor Gibson opened the budget hearing:

CM Weston mentioned why this is a hearing instead of just a supplement budget.

The council and staff briefly discussed the supplemental budget.

In Support: None

In Opposition: None

Hearing none, the Mayor closed the public hearing.

MOTION MADE BY COUNCILOR PAULSEN TO APPROVE THE RESOLUTION R-2019-18, SECONDED BY COUNCILOR BOYLSTON.

**VOICE VOTE: 5-AYES – 0-NEYS – 0 ABSTENTIONS– 0- RECUSED
THE MOTION CARRIED 5-0.**

7.3 2020 Small City Allotments Grant Agreement ODOT SCA

Council discussed the grant agreement.

MOTION MADE BY COUNCILOR BOYLSTON TO AUTHORIZE CITY MANAGER AND MAYOR TO SIGN THE AGREEMENT FOR THE SMALL CITY ALLOTMENT GRANT.

**VOICE VOTE: 5-AYES – 0-NEYS – 0 ABSTENTIONS– 0- RECUSED
THE MOTION CARRIED 5-0.**

7.2.2 Skyhawks Presentation – Mike Alarcon

Mike Alarcon, a King City resident, gave a presentation to the city council. He mentioned that this is a summer program to start with, and he is willing to work with southside soccer and the residents for scheduling.

The City Staff and Council discussed the Skyhawks agreement for confirmation of service for summer 2020.

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

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

7.5 Consider Planning Commission Appointments

Council directed staff to advertise for one more month for applications to the planning commission.

MOTION MADE BY COUNCILOR FENDER TO TABLE THIS ITEM UNTIL THE NEXT COUNCIL MEETING, SECONDED BY COUNCILOR PLATT.

**VOICE VOTE: 5-AYES – 0-NEYS – 0 ABSTENTIONS– 0- RECUSED
THE MOTION CARRIED 5-0.**

Agenda Item 8: Police Chief's Report - No Report.

Agenda Item 9: City Manager's Report

Reported that the Tigard IGA had an error in it.

Agenda Item 10: Mayor and Councilor's Reports

- Councilor Platt – Mentioned that he attended the CPO4K meeting.
- Councilor Fender – No Report
- Councilor Boylston – No Report
- Councilor Paulsen – CBDG Meeting last week. He will be attending the small cities meeting tomorrow in North Plains.
- Mayor Gibson – No Report

Agenda Item 12: Adjournment

COUNCILOR PAULSEN MOVED TO ADJOURN THE MEETING, COUNCILOR FENDER SECONDED, THE MEETING ADJOURNED AT 8:04 P.M.

Respectfully Submitted by:

Attested by:

Ronnie Smith
City Recorder

Mike Weston
City Manager

INTERGOVERNMENTAL AGREEMENT

City of King City, Transportation System Plan and Land Use Refinement

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation (“ODOT” or “Agency”), and the City of King City (“City” or “Grantee”).

RECITALS

1. The Transportation and Growth Management (“TGM”) Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.

2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.

3. This TGM Grant (as defined below) is financed with federal Fixing America’s Surface Transportation Act (“FAST Act”) funds. Local funds are used as match for FAST Act funds.

4. By authority granted in Oregon Revised Statutes (“ORS”) 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.

5. ODOT has awarded City an in-kind grant under the TGM Program (the “TGM Grant”) which is conditional upon the execution of this Agreement.

6. The parties desire to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

A. “City's Amount” means the portion of the Grant Amount payable by ODOT to City for performing the tasks indicated in Exhibit A as being the responsibility of City.

B. “City's Matching Amount” means the amount of matching funds which City is required to expend to fund the Project.

C. “City's Project Manager” means the individual designated by City as its project manager for the Project.

D. “Consultant” means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).

E. “Consultant’s Amount” means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.

F. “Direct Project Costs” means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs.

G. “Federally Eligible Costs” means those costs which are Direct Project Costs of the type listed in Exhibit B incurred by City and ODOT’s Consultant during the term of this Agreement.

H. “Grant Amount” or “Grant” means the total amount of financial assistance (including City's Matching Amount) disbursed under this Agreement, which disbursements consist of the City's Amount and the Consultant’s Amount. ODOT may use any of the City’s Matching Amount to substitute for an equal amount of the federal FAST Act funds used for the Project or use such funds as matching funds.

I. “ODOT’s Contract Administrator” means the individual designated by ODOT to be its contract administrator for this Agreement.

J. “PSK” means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.

K. “Project” means the project described in Exhibit A.

L. “Termination Date” has the meaning set forth in Section 2.A below.

M. “Total Project Costs” means the total amount of money required to complete the Project.

N. “Work Product” has the meaning set forth in Section 5.I below.

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. Further, ODOT’s obligation to make any disbursements under this Agreement is subject to payment of the City's Matching Amount by City to ODOT. This Agreement terminates on June 18, 2021 (“Termination Date”).

B. Grant Amount. The Grant Amount which includes City's Matching Amount of \$74,850 shall not exceed \$299,850.

C. City's Amount. The City's Amount shall not exceed \$0.

D. Consultant’s Amount. The Consultant’s Amount shall not exceed \$299,850.

E. City's Matching Amount. The City's Matching Amount is \$74,850. City shall pay ODOT the City's Matching Amount at time of the signing of this Agreement.

SECTION 3. RESERVED

SECTION 4. CITY’S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

A. City represents and warrants to ODOT as follows:

1. It is a municipality or intergovernmental entity duly organized and existing under the laws of the State of Oregon.

2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.

3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of City.

4. This Agreement has been executed and delivered by an authorized officer(s) of City and constitutes the legal, valid and binding obligation of City enforceable against it in accordance with its terms.

5. The authorization, execution and delivery of this Agreement by City, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which City or its property is bound.

6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of City.

B. City understands and agrees that ODOT's obligation hereunder is contingent on ODOT having received 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.

SECTION 5. GENERAL COVENANTS OF CITY

A. City shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. City shall complete the Project; provided, however, that City shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. City shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which City is identified in Exhibit A as being responsible.

C. City shall perform such work identified in Exhibit A as City's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. City shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. All employers, including City, that employ subject workers who work under this Agreement 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(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

E. City shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

F. City agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, City agrees to:

- (1) Meet with the ODOT's Contract Administrator; and
- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, City expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

H. City shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City shall maintain any other records pertinent to this Agreement in such a manner as to clearly document City's performance. City acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of City that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this

Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

I. (1) All of City's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and City intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", City hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. City shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. City forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT hereby grants to City a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

(3) City shall ensure that any work products produced pursuant to this Agreement include the following statement:

"This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by the federal Fixing America's Surface Transportation Act ("FAST Act"), local government, and State of Oregon funds.

"The contents of this document do not necessarily reflect views or policies of the State of Oregon."

(4) The Oregon Department of Land Conservation and Development and ODOT may each display appropriate products on its "home page".

J. Unless otherwise specified in Exhibit A, City shall submit all final products produced in accordance with this Agreement to ODOT's Contract Administrator in the following form:

- (1) two hard copies; and
- (2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.

K. Within 30 days after the Termination Date, City shall provide to ODOT's Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:

- (a) The permanent location of Project records (which may be subject to audit);
- (b) A summary of the Total Project Costs; and
- (c) A list of final deliverables.

SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with a Consultant to accomplish the work described in Exhibit A. In such a case, even though ODOT, rather than City is the party to the PSK with the Consultant, ODOT and City agree that, as between themselves:

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;
- C. ODOT shall serve as the lead contracting agency and contract administrator for the PSK related to the work under this Agreement, including monitoring the work of its Consultant.
- D. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- E. City will appoint a Project Manager to:
 - (1) be City's principal contact person for ODOT's Contract Administrator on all matters dealing with the Project;
 - (2) collaborate with ODOT's Contract Administrator regarding coordination of work as described in Exhibit A and City personnel, as necessary; and
 - (3) review invoices forwarded to City from ODOT's Contract Administrator for concurrence on any deliverables produced by ODOT's

Consultant and communicate any concerns City may have to ODOT's Contract Administrator.

SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

A. ODOT certifies that, at the time this Agreement is executed, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this Agreement within the appropriation or limitation of its current biennial budget.

B. ODOT represents that the statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.

C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.

D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

SECTION 8. TERMINATION

This Agreement may be terminated by mutual written consent of all parties. ODOT may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

A. City fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

B. Consultant fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

D. 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.

In the case of termination pursuant to A, B, C or D above, ODOT shall have any remedy at law or in equity, including but not limited to termination of any further disbursements hereunder. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or City 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. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(H), 5(I), 5(K) and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

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 Grantee ("Notified Party") with respect to which the other party ("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 the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 9(E) with respect to the Third Party Claim.

With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (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 the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Grantee 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 the Grantee 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 but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee 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 the Grantee 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 the Grantee 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. The Grantee's

contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(b) Choice of Law; Designation of Forum; Federal Forum.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). 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.

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding mediation or non-binding arbitration) to resolve the dispute short of litigation.

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute 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. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and

signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

G. This Agreement may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

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

City

City of King City

By: _____
(Official's Signature)

(Printed Name and Title of Official)

Date: _____

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____
Jerri Bohard, Division Administrator or
designee
Transportation Development Division

Date: _____

Contact Names:

Michael Weston
City of King City
15300 SW 116th Ave.
King City, OR 97224
Phone: 503-639-4082
Fax: 503-639-3771
E-Mail: mweston@ci.king-city.or.us

Talia Jacobson, Contract Administrator
Transportation and Growth Management
Program
123 NW Flanders
Portland, OR 97209
Phone: 503-731-8228
FaxL 503-731-3226
Email: talia.jacobson@odot.state.or.us

ATTORNEY GENERAL'S OFFICE

Approved as to legal sufficiency by the
Attorney General's office.

By: Sam Zeigler
(Official's Signature)

Date: Email approval 1/15/20

Agency has entered into the PSK with Consultant to provide services to the Project as described in this Exhibit A.

EXHIBIT A
STATEMENT of WORK and DELIVERY SCHEDULE
for
1A-18
City of King City
Transportation System Plan and Land Use Refinement

Project Management Team (“PMT”):

Agency Project Manager (“WOC PM”) and Contract Administrator		Consultant Representative	
Name:	Talia Jacobson	Name:	Carl Springer
Address:	123 NW Flanders St Portland, OR 97209	Address:	720 SW Washington Street, Suite 500, Portland, OR 97205
Phone:	503-731-8228	Phone:	503.972.1215
Fax:	503-731-3266	Fax:	n/a
Email:	talia.jacobson@odot.state.or.us	Email:	carl.springer@dksassociates.com
Local Agency Representative (“PM”)			
Name:	Michael Weston	Name:	
Address:	15300 SW 116 th Avenue King City, OR 97224	Address:	
Phone:	503-639-4082	Phone:	
Fax:	503-639-3771	Fax:	
Email:	mweston@ci.king-city.or.us	Email:	

Acronyms & Definitions

99W	OR-99W: Pacific Highway West
Agency/ODOT	Oregon Department of Transportation
APM	Agency Project Manager
City	City of King City
Concept Plan	City of King City Concept Plan – King City Urban Reserve Area 6D
County	Washington County
EJ	Environmental Justice
Metro	The Metropolitan Service District of Portland metropolitan area

NTP	Notice to Proceed
ODOT	Oregon Department of Transportation
PM	Project Manager
PMT	Project Management Team
Project	King City Transportation System Plan and Land Use Refinement
RTFP	Regional Transportation Functional Plan
RTP	Regional Transportation Plan
SOW	Statement of Work
TAC	Technical Advisory Committee
TGM	Transportation and Growth Management
TPR	Transportation Planning Rule (Oregon Administrative Rule Chapter 660 Division 12)
TriMet	Tri-County Metropolitan Transportation District of Oregon
TSP	Transportation System Plan
UGB	Urban Growth Boundary
UGMFP	Urban Growth Management Functional Plan
URA 6D	Urban Reserve Area 6
V/C	Volume-to-Capacity Ratio

PROJECT DESCRIPTION and OVERVIEW of SERVICES

Project Purpose/Transportation Relationship and Benefits

The Project will develop the City of King City's ("City") first transportation system plan ("TSP"), TSP will analyze and plan for both City's incorporated areas and Urban Reserve Area 6D ("URA 6D"), brought into the Metropolitan Service District of Portland metropolitan area ("Metro") Urban Growth Boundary ("UGB") in December 2018. Project will provide market analysis to support subsequent development of a Master Plan for URA 6D, as required by Metro's conditions of approval for URA 6D (Metro Ordinance No. 18-1427 Exhibit C). Project will support adoption of TSP, along with a URA 6D master plan as well as amended comprehensive plan and zoning code to encompass both new and existing King City lands. TSP will comply with key state and regional requirements, notably the Transportation Planning Rules ("TPR") and Metro's Regional Transportation Functional Plan ("RTFP").

Project Area

Project Area includes incorporated King City (see Attachment B – King City Zoning) and URA 6D (see Attachment C – URA 6D Concept Land Use Designations).

The analysis area will extend outside the Project Area boundaries to include a ¼ mile buffer, as well as:

- 99W from SW Bull Mountain Road to SW Roy Rogers Road.
- SW Roy Rogers Road from SW Bull Mountain Road to 99W.

Project Background

Incorporated in 1966 as a 250-acre community of people over the age of 50, City has markedly increased in size and diversity over the last twenty years. In 2002, City annexed 91 acres in the west King City area, but was not required to develop a TSP as its population of approximately 2,000 fell well below the TPR exemption threshold of 10,000. Current estimates of City population range between

3,500 and over 4,500 residents, with an estimated 11% of residents identified as a race other than White by the 2010 Census. City's current zoning is predominately residential, with limited commercial uses along 99W, a public golf course, a few institutional parcels in the northwest and southeast corners, and King City Community Park on the Tualatin River as the City's sole public recreational open space.

TSP. Project will develop City's first transportation vision, policies, standards, network maps, and capital projects list. TSP will include a multimodal network that supports travel through existing and newly incorporated areas of the City, with strong connections to neighboring communities in Washington County ("County"). Where the Project Area network links up with adjacent arterials – SW Beef Bend Road, SW Roy Rogers Road, and OR-99W: Pacific Highway West ("99W") – Project will consider options for increasing multimodal connectivity across those County and Oregon Department of Transportation ("ODOT") roads. Project will assess how vehicle travel generated within Project Area will impact the performance of signalized intersections on those adjacent arterials, with the aim of avoiding unacceptable degradation of safety, reliability, and congestion. Project will coordinate with the network improvements and investments identified in the County's Urban Reserves Transportation Study, which will begin in 2019.

TSP will lay the groundwork for a transportation system that encourages walking, biking, and low-speed electric vehicle use for travel within Project Area. Project will develop multimodal networks and projects that can increase potential transit ridership at both the west and east ends of the new City boundaries, in the hopes that TriMet will consider expanding and enhancing transit service and amenities within the City. Project will consider emerging technologies and transportation trends identified in the 2018 Regional Transportation Plan ("RTP"), allowing the City to adapt to an evolving transportation ecosystem with new mobility and goods movement options. By enhancing and encouraging transportation choices other than driving alone, TSP seeks to minimize Project Area's transportation contributions to climate change.

URA 6D. With a 2010 housing density of more than 2,500 units per square mile (25% higher than City of Portland's density at the time), City was virtually built out by 2018. In order to provide the housing units the community will need over the next 20 years, in April 2018 City adopted a City of King City Concept Plan – King City Urban Reserve Area 6D ("Concept Plan") to expand the City to include 528 acres to the west of existing King City (currently designated as urban reserves outside the Metro UGB). City estimates that 310 acres of the URA are buildable lands.

City hopes to draw new development in URA 6D that, along with redevelopment of the existing incorporated areas catalyzed by the Southwest Corridor Plan, will support City's evolution into a 24-hour city with a mix of "missing middle" housing types, densities, essential places, and amenities. 2018 Concept Plan proposes a new 40-60 acre main street/town center in URA 6D. City anticipates this new center would have characteristics similar to the Main Street or Town Center designations in the Metro 2040 Growth Concept and Urban Growth Management Functional Plan ("UGMFP"). The rest of URA 6D is proposed to become residential neighborhoods with a mix of housing types, some employment or institutional uses, open spaces, recreational areas, bike & pedestrian trail facilities and public uses.

In December 2018, the Metro Council amended the UGB by ordinance to include URA 6D, along with three other URAs in Beaverton, Hillsboro, and Wilsonville. Full annexation will be delayed until master planning has been completed subsequent to Project. The master plan that follows this effort will finalize zoning for URA 6D and undertake any work related to regional 2040 land use designations within the

City. Metro Council established conditions of approval for the formal annexation of URA 6D (see Attachment A – Metro Ordinance No. 18-1427 Exhibit C).

Market readiness and feasibility analyses produced as part of this Project will help refine the land uses in the 2018 Concept Plan, identifying a scale and mix of development types that fit with market conditions and feasible transportation infrastructure. Project will provide guidance for the upcoming master plan for URA 6, and will contribute to City’s efforts to meet conditions set by Metro Council including (summary, see Attachment A for full conditions):

- A4. City must address relevant policies adopted by Metro in the 2014 Climate Smart Strategy regarding increasing use of transit and increasing active transportation options. Coordinate with Washington County and TriMet.
- A6. City must develop a public engagement plan in consultation with Metro that encourages broad-based, early, and continuing opportunity for public involvement. Planning process must include focused efforts to engage historically marginalized populations.
- E1. City must coordinate with Washington County and City of Tigard in TSP development.
- E2. City must conduct additional market analysis to better understand the feasibility of creating a new mixed-use town center.
- E6. City must complete a TSP for the City prior to amending the comprehensive plan to include the URA.

Project Objectives

The primary objectives of the Project are to:

- Create an integrated, multimodal TSP that:
 - Identifies needs, policies, and standards related to all modes of transportation, including walking, biking, transit, motor vehicles, and freight.
 - Provides safe and reliable transportation choices for people of all ages and abilities.
 - Minimizes reliance on driving to make trips within the City.
 - Supports the vision of a new main street/town center that provides easy access for everyday needs and offers a range of employment opportunities.
 - Provides access to existing and planned recreational facilities and open spaces.
 - Minimizes potential environmental impacts of transportation infrastructure, services, and tripmaking.
 - Can be built and maintained with feasible public and private investments.
- Refine the land use designations for URA 6D prior to master planning, so that the land use in the new Main Street/Town Center is compatible with what likely development, planned City transportation infrastructure, and adjacent major arterials can support.

GENERAL REQUIREMENTS AND STANDARDS

General Requirements

- The ODOT Agency Project Manager (“APM”) (or such other individual identified in specific tasks or as designated in writing to Consultant) is the primary contact on behalf of Agency for this Project.
- To the extent possible, all transmittals from Consultant to Agency must include as applicable the Project name and the Project key number.

- Consultant shall represent Project and Agency in an appropriate and professional manner in public.

General Requirements for Project Management

City shall provide a Project Manager throughout the Project and other adequate staff to complete the Project in accordance with the anticipated timeline. APM, City's Project Manager, and Consultant Project Manager shall serve as the Project Management Team ("PMT") and may invite others to participate. City shall maintain effective communication and coordination between Agency and other agencies throughout the Project.

General Requirements for Public Involvement

City shall engage the City Council as the decision-making body, and shall engage the Planning Commission to review work and provide input to the City Council. City shall schedule and staff City Council and Planning Commission meetings. Consultant shall produce graphics, PowerPoints, etc. based on draft and final deliverables for Planning Commissions or City Council meetings. Consultant shall attend City Council and Planning Commission meetings to assist with presentations and answering questions.

A Technical Advisory Committee ("TAC") will regularly review and provide input on Project work. City shall develop TAC roster, with input from PMT, and issue initial invitations to participate. TAC shall include Agency, Department of Land Conservation and Development, Metro, TriMet, City, County, and City of Tigard, as well as other agencies invited by the City. Consultant shall:

- Maintain contact lists
- Schedule TAC meetings
- Prepare all meeting materials
- Facilitate and take notes
- Provide meeting summaries with key decisions and action items

Public and stakeholder involvement events may be held in conjunction with other planning processes to reach a broad audience. The events may include public open houses, focused outreach to targeted stakeholder groups, and tabling at community events and places. Outreach may also include online surveys, comment opportunities or other online engagement tools.

General Requirements for Deliverables

Deliverables must be written concisely and use a simple and direct style, both to minimize the length of the final document and to make the document understandable to as large an audience as is reasonable. Where possible, Consultant shall present information in graphic or tabular format, with a simple and concise accompanying narrative (e.g., system inventories, traffic conditions).

Consultant shall write materials intended for the public, such as meeting presentations, at no higher than a high school grade level using the Flesch–Kincaid Grade Level Formula.

Consultant shall provide a draft of all written deliverables to the PMT in electronic format at least two weeks prior to broader distribution. Electronic versions must be in Microsoft Office formats or an editable format agreed upon by PMT. Consultant's draft deliverables must be substantially complete and any changes or revisions needed to address PMT comments are expected to be minor and part of the

draft. This provision does not limit the right of Agency to require correction of deliverables that do not meet the standards outlined in this Statement of Work. PMT shall review the deliverables and submit comments to Consultant within one week for corrections prior to distribution of the draft to the TAC, Planning Commission, or City Council.

City shall collect, prepare, and provide to Consultant one adjudicated set of written comments on the draft deliverables following any comments received from TAC, Planning Commission, and City Council. Consultant shall provide final deliverables to the PMT within one week of receipt of written comments unless otherwise specified or another agreed-upon amount of time is established.

General Requirements for Traffic Analysis

All data and calculations must be submitted to ODOT Region 1 Traffic and City for review and record-keeping. Electronic file copies of analysis data are required. These written and electronic products must be in formats compatible with ODOT and City software, such as Microsoft Office programs.

All traffic analysis work must comply with the following requirements:

- An Oregon-registered professional engineer must perform or oversee all traffic analysis work.
- All traffic volumes on State facilities must be adjusted to reflect the 30th highest hour.
- Intersection performance must be determined using the latest Highway Capacity Manual published by the Transportation Research Board. All traffic analysis software programs used must follow Highway Capacity Manual procedures. For all signalized intersections, use Synchro/SimTraffic or similar package to perform the traffic analysis. City may approve a different intersection analysis method prior to use for City intersections.
- Operational mobility targets for State facilities must be volume to capacity unless an alternative mobility target is adopted. Operational mobility standards for City facilities are Level of Service for intersection performance determination.
- Future build network assumptions (alternatives) must be consistent with applicable City, County and ODOT design standards. Alternative improvements may be proposed subject to the approval of the facility provider.
- The planning horizon year must be 2040 to provide consistency with other local planning efforts.
- Model volumes must be post-processed following National Cooperative Highway Research Program Report 255 guidelines.

General Requirements for Final Deliverables

The following text must appear in the final TSP:

“This project is partially funded by a grant from the Transportation and Growth Management (“TGM”) Program, a joint program of the Oregon Department of Transportation and Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Fixing America’s Surface Transportation Act (“FAST Act”), Federal Transit Administration, and State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.”

Consultant, TGM, and ODOT names, logos, and project codes must not appear on final documents, with the exception of the acknowledgment page.

Task 1: Project Management

1.1 In-Person PMT Meetings and PMT Check-in Meetings

Consultant shall arrange and conduct the following meetings:

- In-Person PMT Meetings, up to eight including a Kickoff Meeting held within 3 weeks of Notice to Proceed. In-Person PMT Meetings are anticipated to last up to two hours. With the exception of the Kickoff Meeting, In-person PMT Meetings will be scheduled as needed to discuss important Project steps and milestones.
- PMT Check-In Meetings, up to 30 phone meetings, anticipated to be held every 2 weeks and to last up to one hour.

Consultant shall prepare meeting summaries, focusing on decision and action items. City and APM shall review and approve meeting summaries.

1.2 Project Management Plan

Consultant shall prepare a Project Management Plan that includes:

- Detailed Project schedule;
- Roles and responsibilities as outlined in the SOW;
- Communication protocols; and
- Quality control protocols.

Consultant shall maintain Project Management Plan as a living document and keep it updated as needed to improve management of scope and schedule.

1.3 Project Decision Log

Consultant shall prepare and maintain a Project Decision Log of decisions made by the PMT, advisory committees, and City Council. Consultant shall record the date, which group(s) was/were meeting, the decision(s) made, and a brief explanation if related to overall Project direction and policy issues. If Consultant was not at the meeting, City shall provide information to Consultant. Consultant shall make log available online at Project Website (Task 2) during the course of the Project.

City Deliverables

- 1a Attend In-Person PMT Meetings, up to 8 (Subtask 1.1)
- 1b Attend PMT Check-In Meetings, up to 30 (Subtask 1.1)
- 1c Provide consolidated comments to Consultant on Task 1 Consultant deliverables

Consultant Deliverables

- 1A In-Person PMT Meetings, up to 8 (Subtask 1.1)
- 1B PMT Check-In Meetings, up to 30 (Subtask 1.1)
- 1C Project Management Plan (Subtask 1.2)
- 1D Project Decision Log (Subtask 1.3)

Task 2: Public and Stakeholder Involvement

2.1 Public and Stakeholder Involvement Plan

With input from ODOT and the City, building on established and ongoing outreach and relationships, Consultant shall prepare a Public and Stakeholder Involvement Plan that:

- Analyzes demographics of the Project Area, with attention to the number and locations of Title VI, Environmental Justice (“EJ”), and Limited English Proficiency populations. Consultant shall use Census data and projections; estimates from Portland State University’s Population Research Center; as well as other data sources and analyses supplied by City for existing conditions. The purpose of this analysis is to inform the development of Public and Stakeholder Involvement Plan, as well as provide demographics information for use in the TSP;
- Includes key stakeholders, community groups, and community organizations, based on PMT knowledge and Community Demographic Analysis;
- Is consistent with Metro conditions in Attachment A;
- Includes identifying a variety of public involvement mechanisms, events, EJ and Title VI outreach, and partnerships with Community Based Organizations. Consultant shall identify event elements and community partnerships that will support and incentivize participation by historically underserved communities present in the King City Area. Consultant shall recommend timing and venue for all events, and consider how to level engagement and input from different constituencies to balance community voices;
- Includes digital involvement activities to allow full information access to and participation of community members who cannot or prefer not to attend involvement events;
- Identifies language communities in need of interpretation/translation services and recommend an approach to providing those services;
- Includes an information-sharing strategy to engage traditional media, social media, and community resources; and
- Includes Project logos and template.

2.2 Project Website, Fact Sheet, Overview Video

Consultant shall develop, host and maintain Project Website suitable for hosting on the City website after project completion. City shall provide website requirements Consultant needs to meet to ensure compatibility. Project Website must use ADA accessible, user-friendly, responsive design best practices. Project Website must be easily navigated by internal City and external stakeholder audiences, and allow users to easily locate information relevant to them. Consultant shall prepare an initial draft wireframe and web design for PMT review and comment, prior to launching Project Website.

Consultant shall add and publish content as the Project progresses, with major finding summaries and key graphics posted on the main page. Consultant shall prepare and post deliverables from Community and Demographic Analysis and written and graphic deliverables in Tasks 3-8 on a public-facing webpage suitable for hosting on the Project Website that includes a link to a PDF of the corresponding deliverable. Project Website must include dates, times, locations, and descriptions of public involvement opportunities as well as communication materials. The final version of the Project Website must be suitable to serve as a condensed, web-based TSP.

Consultant shall prepare Project Fact Sheet and Overview Video to introduce the Project to general audiences. Both of these deliverables must include a general description of the purpose of the Project, the planning process, the timeline, how people can obtain more information, and how people can provide public input. Project Fact Sheet must be printable on a single double-sided sheet of 8.5”x11” paper. Overview Video must be no more than 5 minutes long and in a format that maximizes compatibility with most common web browsers and digital devices. Overview Video must include an option to display closed captions of audio content.

At the end of the Project, Consultant shall supply Agency and City with external hard drives (or thumb drives) containing a digital appendix of all tasks and deliverables that includes:

- Archive versions of final Project Website, including all webpages and administrator passwords;
- Editable electronic versions of all final deliverables (in Word, Adobe, or other formats agreed upon by the PMT);
- Editable electronic versions of all graphics included in final deliverables (in Adobe, ArcGIS, or other formats agreed upon by the PMT); and
- All data collected for this Project.

2.3 Community Events and Targeted Outreach to EJ and Title VI Communities

Consultant shall plan and develop tabling and canvassing materials for, and lead public and stakeholder involvement at up to eight existing community events as outlined in the Public and Stakeholder Involvement Plan. EJ and Title VI outreach and community based organization partnerships will be identified in the Public Involvement Plan. In addition to Consultant translating outreach materials into up to two non-English languages, Consultant shall establish relationships with a community based organization as a paid vendor to plan, facilitate, and document outreach events. City staff shall assist in EJ and Title VI outreach events.

2.4 In-Person and Online Outreach

Consultant shall provide up to one In-Person and two interactive online engagement opportunities over the course of the Project.

2.5 Contact and Comment Log

Consultant shall develop and maintain a log of public and stakeholder contacts, involvement activities, participation, and major themes of input received.

2.6 Public Involvement Summary Report

Consultant shall prepare a Public Involvement Summary Report summarizing outreach activities, input received, and how that input was used and responded to.

City Deliverables

- 2a Provide consolidated comments to Consultant on Task 2 Consultant deliverables.
- 2b Provide demographic data to Consultant (such as voter registration counts, etc.) that is anonymized and can be used to inform Subtask 2.1
- 2c Provide City web compatibility requirements to Consultant (Subtask 2.3)
- 2d Assist Consultant with Community Events (Subtask 2.4)

Consultant Deliverables

- 2A Public and Stakeholder Involvement Plan and Community Demographics Analysis (Subtask 2.1)
- 2B Project Website, Fact Sheet, Overview Video (Subtask 2.2)
- 2C Community Events, up to 8, including focused EJ and Title VI Targeted Outreach (Subtask 2.3)
- 2D In-Person and Online Outreach, up to 1 in-person and 2 online (Subtask 2.4)
- 2E Contact and Comment Log (Subtask 2.5)
- 2F Public Involvement Summary Report (Subtask 2.6)

Task 3: Policy and Planning Framework

3.1 Framework Document.

Consultant shall prepare a Framework Document that provides an overview of the major legal, regulatory, and policy requirements for the TSP. Framework Document must briefly summarize key ideas and resources that can improve the effectiveness and usefulness of the final TSP. This document must also identify where agency policies or standards do not align and as a result will require a trade-off assessment during this process. Framework Document must differentiate between requirements that apply only to URA 6D and requirements that apply to citywide deliverables. In preparing this document, Consultant shall review sources including but not limited to:

- Statewide Land Use Goals
- TPR
- Oregon Highway Plan, Transportation Safety Action Plan, Oregon Bicycle and Pedestrian Plan, Oregon Travel Options Plan
- Metro 2040 Growth Concept, Regional Transportation Plan, Emerging Technology Strategy, Regional Transportation Functional Plan, UGMFP, and Conditions of Approval for URA 6D (Attachment A)
- King City Comprehensive Plan, Community Development Code, and 2018 Concept Plan
- Metro Southwest Corridor Plan
- Tigard Tualatin School District Long-Range Facility Plan
- City of Tigard TSP (2010)
- Tigard River Terrace Concept Plan
- TriMet Southwest Service Enhancement Plan
- Washington County TSP (2015), Futures Study, Urban Reserves Transportation Study, Transportation Safety Action Plan, School Access Improvement Study, and Road Design Standards

City Deliverables

3a Provide consolidated comments on Task 3 Consultant deliverables to Consultant.

Consultant Deliverables

3A Framework Document (Subtask 3.1)

Task 4: Land Use Refinement and Market Analysis

4.1 Land Use Existing Conditions and Future Baseline Report

Consultant shall prepare a memorandum summarizing relevant land use analysis and projections done to date up to the 2018 Concept Plan and other sources (e.g., Metroscope), including:

- Documentation of existing land use conditions within and surrounding the Project Area
- Planned land uses within and surrounding the Project Area, including nearby urban and rural reserves as well as recent UGB expansion areas in the vicinity of the Project Area
- Growth forecasts and development capacity within and surrounding the Project Area

City shall supply Consultant with past 2018 Concept Plan traffic analyses files produced for the City.

4.2 URA 6D Market Analysis Report

Consultant shall prepare an analysis of the market demand for various types of land use within URA 6D given the current and projected future growth within and surrounding the Project Area. The market analysis will include:

- Evaluation of the market potential for a Main Street/Town Center in URA 6D. Analysis will build on, but not repeat, prior retail leakage analysis conducted for the 2018 Concept Plan. The analysis will include case studies or precedent examples to highlight the key features that drive feasibility of Main Streets or retail centers within newly developing residential areas. It will also include an analysis of competitive advantages and disadvantages relative to other UGB expansion areas nearby where Main Street areas are planned.
- Evaluation of the appropriate mix of future land uses to best meet local needs and support the viability of a Main Street/Town Center.
- Building on past work including the analysis of the psychographic groups present in the market area, the projected residential housing demand by household income level in the market area, and the housing needs analysis, recommend a mix of housing types (including a likely density range) that the Project Area can reasonably deliver.
- Evaluation of the type of businesses and services that would be most likely to find a future Main Street/Town Center location desirable.

4.3 Urban Design Guidebook and Action Plan

The Guidebook will include:

- An action plan and recommended timeline to develop a URA 6D master plan, update the comprehensive plan, and update the zoning and development code.
- Building on the Main Street/Town Center case studies and precedents evaluated in 4.2A, describe the critical success factors using narrative and visual examples.

4.4 TAC Meeting #1

Consultant shall arrange and conduct TAC meeting to review and discuss TAC charter, Project schedule, Public and Stakeholder Involvement Plan and Community Demographics Analysis, Framework Document, Land Use Existing Conditions and Future Baseline Report, and URA 6D Market Analysis. Consultant shall share Consultant Scope of Work and facilitate TAC discussion of which Task 4 to Task 8 deliverables will be reviewed by the full TAC. Consultant shall solicit input on zoning for use in developing URA 6D Zoning Assumptions Report.

4.5 URA 6D Land Use Assumptions Report

Based on the results of Task 4.2A and 4.2B, TAC input, and PMT direction, Consultant shall recommend land use typologies and an associated refined map for URA 6D consistent with Metro conditions for the UGB amendment. These land use typologies must reflect the overall land use vision of the 2018 Concept Plan and build upon URA 6D Market Analysis and Financial Feasibility Report to include densities, uses, and development types that are reasonably attainable. Consultant shall collaborate with City, Metro, County, and Department of Land Conservation and Development to translate land use typologies into zoning assumptions suitable for use in subsequent modeling and analysis tasks. Zoning Assumptions will be used as the planned land use for URA 6D for the remainder of Project.

4.6 TAC Meeting #2

Consultant shall arrange and conduct TAC Meeting #2 to review and discuss URA 6D zoning assumptions.

4.7 Planning Commission #1

City shall arrange and conduct a Planning Commission discussion of deliverables from Tasks 2-4, as designated by PMT. Consultant shall attend to answer questions.

City Deliverables

- 4a Provide consolidated comments on Task 4 Consultant deliverables to Consultant.
- 4b Attend TAC Meeting #1 (Subtask 4.4)
- 4c Assist Consultant with zoning assumption development and model coding (Subtask 4.5)
- 4d Attend TAC Meeting #2 (Subtask 4.6)
- 4e Arrange and conduct Planning Commission #1 (Subtask 4.7)

Consultant Deliverables

- 4A Land Use Existing Conditions and Future Baseline Report (Subtask 4.1)
- 4B URA 6D Market Analysis Report (Subtask 4.2)
- 4C Urban Design Guidebook and Action Plan (Subtask 4.3)
- 4D TAC Meeting #1 (Subtask 4.4)
- 4E URA 6D Land Use Assumptions Report (Subtask 4.5)
- 4F TAC Meeting #2 (Subtask 4.6)
- 4G Planning Commission #1 (Subtask 4.7)

Task 5: Transportation Vision and Policies

5.1 Transportation Vision and Goals

Consultant shall develop a vision statement and goals based on Project Objectives, Task 3 Framework Document, Task 4 analysis and recommendations, and input from PMT, TAC, City Council, stakeholders and community. Goals must be consistent with adopted state, regional, county, and city plans. Goals should follow SMART principles (specific, measurable, achievable, realistic, and time-bound).

5.2 Transportation Policies

Consultant shall develop draft policies and strategies to achieve the Transportation Vision and Goals, using policies from adopted state, regional and county plans as a starting point. Policy language must be clear, understandable, and enforceable, with minimal use of “should,” “may,” and “consider.”

Consultant shall utilize ODOT TSP guidelines when developing draft policies and strategies. Policies must address:

- Walking
- Biking
- Low-speed electric vehicles
- Public transit
- Freight
- Motor vehicles
- Air, rail, pipeline, and water

- Connectivity
- Safety (with a focus on reducing fatal and severe injury crashes)

5.3 Transportation Infrastructure Standards

Consultant shall develop standards for each mode that address facility design, network density, connectivity, performance, and safety. Standards must include:

- Street, bikeway, walkway, and multi-use path cross-sections for all facility types.
- Protected crossing concepts, based on facility type, traffic activity, and active transportation activity.
- Design concepts for other elements of transportation infrastructure (i.e. traffic calming enhancements, transit stops, bike parking, etc.)

Standards must provide sufficient detail to allow for clear conditions of approval on development. In developing standards, Consultant shall consider:

- Universal design and accessibility
- State, regional, and county design standards and guidance
- National Association of City Transportation Officials design guidelines
- Land use and activity context
- Use of curb space and pick-up and drop-off accommodations.
- Emerging trends and technologies.
- Innovative practices (such as separating users by speed instead of by mode).

5.4 Transportation Performance Measures and Project Prioritization Framework

Consultant shall develop a set of performance measures for evaluating and monitoring City transportation system progress towards attaining TSP goals. Performance measures must:

- Use Metro RTP and County TSP as sources of potential measures.
- Include measures that the public can understand, that reveal tradeoffs, that meaningfully inform decisions, and that can be used to prioritize investments.
- Include criteria, and targets or benchmarks, for each quantitative measure.
- Address safety, performance, and convenience of each mode.
- Address TPR and RTFP requirements.
- Address potential transit ridership generated by the existing Town Center and the URA 6d Main Street/Town Center area.
- Assess the capacity of major intersections on County and ODOT arterials to handle the additional vehicle trips generated within Project Area compared to baseline conditions.

Consultant shall also develop a framework that the City can use to prioritize transportation projects in Task 7.

5.5 TSP Evaluation Methodology Memorandum

Consultant shall develop a technical memorandum describing the detailed evaluation methodology for the TSP. Methodology must utilize the Transportation Performance Measures. It must specify models, analyses, assumptions, inputs, and factors to be used. Intersections to be analyzed must include signalized intersections on 99W from SW Bull Mountain Road to SW Roy Rogers Road, on SW Roy Rogers Road from SW Bull Mountain Road to 99W, and on SW Beef Bend Road from SW Roy Rogers Road to 99W.

City Deliverables

- 5a Provide consolidated comments on Task 5 Consultant deliverables to Consultant.

Consultant Deliverables

- 5A Transportation Vision and Goals (Subtask 5.1)
5B Transportation Policies (Subtask 5.2)
5C Transportation Infrastructure Standards (Subtask 5.3)
5D Transportation Performance Measures (Subtask 5.4)
5E Project Prioritization Framework (Subtask 5.4)
5F TSP Evaluation Methodology Memorandum (Subtask 5.5)

Task 6: Transportation Existing Conditions and Needs Analysis

6.1 Transportation Existing Conditions and Needs Report

Consultant shall prepare a report inventorying and mapping existing conditions for all modes within Project Area. Transportation Existing Conditions and Needs Analysis Report must include:

- Inventory of existing transportation facilities and services, including intersection controls and protected crossings.
- Identification of gaps and deficiencies for each mode relative to proposed standards from Task 5 Transportation Infrastructure Standards.
- Identification of locations with a history of fatal or severe injury crashes (or characteristics associated with an elevated risk of those crashes).

Consultant shall obtain and utilize available ODOT, Metro, County, and City data as a starting point, including existing traffic counts. Consultant shall collect multimodal P.M. peak traffic counts at 3 locations, and obtain historical counts at 12 locations. Consultant shall perform field observations at up to 15 locations. Consultant shall not collect ADA curb ramp data but shall estimate the proportion of curb ramps and corners that require upgrades based on available City data. Consultant shall also utilize qualitative information gathered from City staff, TAC members, City Council, Planning Commission, stakeholders, and the public during other tasks. City to provide consultant with a copy of the intersection operations data (in Synchro format) used for URA 6D Concept Plan in 2018.

6.2 TAC Meeting #3

Consultant shall arrange and conduct TAC meeting to review and discuss transportation vision, goals, policies, standards, transportation performance measures, prioritization framework, evaluation methodology, and Transportation Existing Conditions, and Needs Analysis Report.

City Deliverables

- 6a Provide consolidated comments on Task 6 Consultant deliverables to Consultant.
6b Attend TAC Meeting #3 (Subtask 6.2)

Consultant Deliverables

- 6A Transportation Existing Conditions and Needs Report (Subtask 6.1)
6B TAC Meeting #3 (Subtask 6.2)

Task 7: Transportation Network Evaluation

7.1 Proposed Multimodal Network Maps

Consultant shall develop proposed multimodal transportation network maps for the Project Area, addressing all travel modes listed in Task 5.2. Networks proposed in these maps must meet the standards and policies established in Task 5 and address the gaps and deficiencies identified in Task 6. Maps must include street classifications, active transportation routes, off-street paths and trails, desired transit routes, stops, and stations, locations of controlled intersections, and locations of protected crossings. Maps must include Safe Routes to Schools connections for existing and planned schools serving residents of the City. Proposed Multimodal Network Maps must note general location and type of multimodal connections between City and neighboring communities. Proposed Multimodal Network Maps must indicate the location of potential future transit hubs.

7.2 Draft Long-Range Capital Project List

Consultant shall develop a Long-Range Capital Project List needed to complete the proposed multimodal network, including planning-level costs for each project. The planning level cost must clearly state whether right-of-way is needed or not and be based on industry standard unit costs for the Washington County area. City and ODOT shall provide unit cost methodologies they currently use for Consultant to review in developing cost estimation assumptions.

7.3 Transportation Financial Feasibility Assessment Report and Draft Financially Constrained Capital Project List

Consultant shall develop a financial feasibility assessment that:

- Predicts the 20-year revenue stream available for transportation system from existing funding sources.
- Estimates the potential revenue from a supplemental transportation SDC that would be in line with those charged in neighboring jurisdictions' UGB expansion areas.
- Identifies gaps between projected revenue and funding needed to build the proposed multimodal network and maintain the transportation system, given planning-level cost estimates and best practice assumptions regarding maintenance costs.
- Provides an overview of potential sources of federal, state, regional, and county funding, including eligible uses, grant amount ranges, timing of application cycles, and links to relevant web resources. Consultant shall update Draft Long Range Capital Project List to indicate which projects are eligible for which funding sources.
- Recommends additional revenue sources (taxes, fees, development charges, etc.) that City could use to augment revenues. Consultant shall recommend best practices for setting appropriate costs and ensuring revenues can be used to strategically improved system while maintaining legal nexus.

Using the Task 5 Project Prioritization Framework, Consultant shall develop a Draft Financially Constrained Capital Project List that contains a subset of projects from Draft Long-Range Capital Projects List that could be constructed within the next 20 years with the funding that is reasonably likely to be available to the City.

7.4 Evaluation Report on Transportation Network Alternatives

Consultant shall perform modeling and transportation analysis of three scenarios, using the methodology

from Task 5.5. All three scenarios will use the adopted zoning for the incorporated areas and the Task 4 URA 6D zoning assumptions. All three scenarios will use the 2018 RTP financially constrained projects as the baseline transportation system.

Scenarios must include:

- a. 2040 baseline.
- b. 2040 financially constrained capital projects list.
- c. 2040 long-range capital projects.

Consultant shall prepare a detailed technical report of the results of evaluation of transportation network alternatives. As part of the report, Consultant shall prepare an executive summary, a graphics-centered summary of the major trade-offs in benefits, impacts, and cost between the three scenarios, developed to be understandable for general audiences.

7.5 TAC Meeting #4

Consultant shall arrange and conduct TAC meeting to review and discuss the Draft Long-Range Capital Projects List and Transportation Financial Feasibility Assessment Report and Evaluation Report on Transportation Network Alternatives.

7.6 Planning Commission and City Council Work Session

City shall arrange and conduct a Planning Commission and City Council work session to discuss key deliverables from Tasks 7, as designated by PMT. Consultant shall attend to answer questions.

City Deliverables

- 7a Provide consolidated comments on Task 7 Consultant deliverables to Consultant.
- 7b Attend TAC Meeting #4 (Subtask 7.5)
- 7c Arrange and conduct Planning Commission and City Council Work Session (Subtask 7.6)

Consultant Deliverables

- 7A Proposed Multimodal Network Maps (Subtask 7.1)
- 7B Draft Long-Range Capital Project List (Subtask 7.2)
- 7C Transportation Financial Feasibility Assessment Report (Subtask 7.3)
- 7D Draft Financially Constrained Capital Project List (Subtask 7.3)
- 7E Evaluation Report on Transportation Network Alternatives (Subtask 7.4)
- 7F TAC Meeting #4 (Subtask 7.5)
- 7G Planning Commission and City Council Work Session (Subtask 7.6)

Task 8: Transportation System Plan

8.1 Refined Multimodal Network Maps, Refined Transportation Infrastructure Standards, Refined Long-Range Capital Project List, and Refined Financially Constrained Capital Project List

Consultant shall develop refined versions of the Multimodal Network Maps, Transportation Infrastructure Standards, Long-Range Capital Project List, and Financially Constrained Capital Project List. In making these refinements, Consultant shall:

- Utilize evaluation results, PMT direction, City Council direction, and input from the TAC, Planning Commission, stakeholders, and the public.
- Seek to increase feasibility, maximize benefits, reduce impacts, and achieve TSP goals.
- Seek to right-size facilities based on the forecast use levels by different modes.

- Confirm that any projects that include controlled intersections and protected crossings on County or ODOT roads can meet applicable warrants.
- Identify grant funding opportunities for eligible projects, the next application period, and the grant cycle.
- Recommend prioritization and phasing of capital projects over the planning horizon.

8.2 TSP, Draft Staff Report and Findings of Compliance

Consultant shall prepare a TSP integrating deliverables from Tasks 3-8. Consultant shall prepare a Draft Staff Report and Findings of Compliance with the TPR, Oregon Highway Plan, and RTFP. Include a TSP chapter for implementation that addresses grant opportunities, revenue requirements, etc.

8.3 Title VI Report

City shall prepare and submit to APM Title VI Report documenting Project processes and outreach for all income, race, gender, and age groups for the entire Project.

City Deliverables

- 8a Provide consolidated comments on Task 8 Consultant deliverables to Consultant.
- 8b Title VI Report (Subtask 8.3)

Consultant Deliverables

- 8A Refined Multimodal Network Maps (Subtask 8.1)
- 8B Refined Transportation Infrastructure Standards (Subtask 8.1)
- 8C Refined Long-Range Capital Project List (Subtask 8.1)
- 8D Refined Financially Constrained Capital Project List (Subtask 8.1)
- 8E TSP (Subtask 8.2)
- 8F Draft Staff Report (Subtask 8.2)
- 8G Findings of Compliance (Subtask 8.2)

Task 9: CONTINGENCY TASKS

9.1 Targeted Stakeholder Outreach Interviews.

Consultant shall arrange and conduct targeted outreach (up to 15 phone interviews and 5 in-person meetings over the course of the Project) to key stakeholders to support development and evaluation of alignment alternatives. This may include interviews with neighboring jurisdictions, Agency, Metro, TriMet, businesses, and property owners. PMT shall identify the stakeholders and provide contact information to the Consultant. Consultant shall prepare interview summaries and provide to County and APM.

9.2 Project Fact Sheets

For up to 15 high-priority TSP projects identified by the PMT, Consultant shall provide one-page fact sheets summarizing location, need, proposed improvements, benefits, planning-level costs, and design concepts (based on TSP cross sections, infrastructure design concepts, and crossing concepts). The anticipated audience for these fact sheets is public agency staff and committees involved in reviewing grant applications for the funding sources identified in Task 7.

City Deliverables

9a Provide consolidated comments on Task 9 Consultant deliverables to Consultant.

Consultant Deliverables

9A Targeted Stakeholder Outreach Interviews, up to 15 phone interviews (Subtask 9.1)

9B Targeted Stakeholder Outreach Interviews, up to 5 in-person meetings (Subtask 9.1)

9C Project Fact Sheets, up to 15 (Subtask 9.2)

Project Schedule		
Task		Due Date
1	Project Management Deliverables	Ongoing
2	Public and Stakeholder Involvement Deliverables	Ongoing
3	Policy and Planning Framework Deliverables	3 months after Notice to Proceed (“NTP”)
4	Land Use Refinement and Market Analysis Deliverables	6 months after Task NTP
5	Transportation Vision and Policies Deliverables	8 months after NTP
6	Transportation Existing Conditions and Needs Analysis	9 months after NTP
7	Transportation Network Evaluation	15 months after NTP
8	Transportation System Plan	18 months after NTP
9	Contingency Tasks	2 months after Contingent NTP

Consultant Deliverable Table

Task	Description	Fixed Amount per Deliverable
1	Project Management	
1A	In-Person PMT Meetings, up to 8 (Subtask 1.1)	\$7,200 (\$ 900 each)
1B	PMT Check-In Meetings, up to 30 (Subtask 1.1)	\$12,300 (\$410 each)
1C	Project Management Plan (Subtask 1.2)	\$ 1,600
1D	Project Decision Log (Subtask 1.3)	\$ 2,600
	Subtotal - Task 1	\$ 23,700
2	Public and Stakeholder Involvement	

2A	Public and Stakeholder Involvement (Subtask 2.1)	\$ 8,650
2B	Project Website, Fact Sheet, Overview Video (Subtask 2.2)	\$ 14,850
2C	Community Events, up to 8, including focused EJ and Title VI Targeted Outreach (Subtask 2.3)	\$16,400 (\$2,050 each)
2D	In-Person and Online Outreach, up to 1 in-person and 2 online (Subtask 2.4)	\$18,750 (\$6,250 each)
2E	Contact and Comment Log (Subtask 2.5)	\$ 2,850
2F	Public Involvement Summary Report (Subtask 2.6)	\$ 1,750
	Subtotal - Task 2	\$ 63,250
3	Policy and Planning Framework	
3A	Framework Document (Subtask 3.1)	\$ 4,300
	Subtotal - Task 3	\$ 4,300
4	Land Use Refinement and Market Analysis	
4A	Land Use Existing Conditions and Future Baseline Report (Subtask 4.1)	\$ 4,700
4B	URA 6D Market Analysis Report (Subtask 4.2)	\$ 24,350
4C	Urban Design Guidebook and Action Plan (Subtask 4.3)	\$ 13,050
4D	TAC Meeting #1 (Subtask 4.4)	\$ 5,250
4E	URA 6D Land Use Assumptions Report (Subtask 4.5)	\$ 17,650
4F	TAC Meeting #2 (Subtask 4.6)	\$ 3,250
4G	Planning Commission #1 (Subtask 4.7)	\$ 3,150
	Subtotal - Task 4	\$ 71,400
5	Transportation Vision and Policies	
5A	Transportation Vision and Goals (Subtask 5.1)	\$ 5,350
5B	Transportation Policies (Subtask 5.2)	\$ 4,450
5C	Transportation Infrastructure Standards (Subtask 5.3)	\$ 6,900
5D	Transportation Performance Measures (Subtask 5.4)	\$ 1,850
5E	Project Prioritization Framework (Subtask 5.4)	\$ 1,950
5F	TSP Evaluation Methodology Memorandum (Subtask 5.5)	\$ 2,800
	Subtotal - Task 5	\$ 23,300
6	Transportation Existing Conditions and Needs Analysis	

6A	Transportation Existing Conditions and Needs Report (Subtask 6.1)	\$ 16,750
6B	TAC Meeting #3 (Subtask 6.2)	\$ 1,850
	Subtotal - Task 6	\$ 18,600
7	Transportation Network Evaluation	
7A	Proposed Multimodal Network Maps (Subtask 7.1)	\$ 8,000
7B	Draft Long-Range Capital Project List (Subtask 7.2)	\$ 6,450
7C	Transportation Financial Feasibility Assessment Report (Subtask 7.3)	\$ 4,800
7D	Draft Financially Constrained Capital Project List (Subtask 7.3)	\$ 7,150
7E	Evaluation Report on Transportation Network Alternatives (Subtask 7.4)	\$ 5,550
7F	TAC Meeting #4 (Subtask 7.5)	\$ 1,950
7G	Planning Commission and City Council Work Session (Subtask 7.6)	\$ 1,600
	Subtotal - Task 7	\$ 35,500
8	Transportation System Plan	
8A	Refined Multimodal Network Maps (Subtask 8.1)	\$ 2,550
8B	Refined Transportation Infrastructure Standards (Subtask 8.1)	\$ 5,050
8C	Refined Long-Range Capital Project List (Subtask 8.1)	\$ 2,750
8D	Refined Financially Constrained Capital Project List (Subtask 8.1)	\$ 4,150
8E	TSP (Subtask 8.2)	\$ 20,200
8F	Draft Staff Report (Subtask 8.2)	\$ 4,300
8G	Findings of Compliance (Subtask 8.2)	\$ 5,250
	Subtotal - Task 8	\$ 44,250
	SUBTOTAL NON-CONTINGENCY	\$ 284,300
9	Contingency Tasks	
9A	Targeted Stakeholder Outreach Interviews, up to 15 phone interviews	\$3,150 (\$210 each)
9B	Targeted Stakeholder Outreach Interviews, up to 5 in-person meetings	\$3,250 (\$650 each)
9C	Project Fact Sheets, up to 15	\$9,150 (\$610 each)
	Subtotal - Task 9	\$ 15,550
	PROJECT TOTAL	\$299,850

EXHIBIT B	
ELIGIBLE PARTICIPATING COST	
DESCRIPTION	
PERSONNEL SERVICES	
<i>Salaries</i> - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken.	
<i>Overtime</i> - Payments to employees for work performed in excess of their regular work shift.	
<i>Shift Differential</i> - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.	
<i>Travel Differential</i> - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules.	
SERVICES AND SUPPLIES	
In-State Travel - Per Rates Identified in State Travel Handbook	
<i>Meals & Misc.</i> - Payment for meals incurred while traveling within the State of Oregon.	
<i>Lodging & Room Tax</i> - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon.	
Fares, Taxi, Bus, Air, Etc.	
<i>Per Diem</i> - Payment for per diem, incurred while traveling within the State of Oregon.	
<i>Other</i> - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.	
<i>Private Car Mileage</i> - Payment for private car mileage while traveling within the State of Oregon.	
Office Expense	
<i>Direct Project Expenses Including:</i>	
<i>Photo, Video & Microfilm Supplies</i> - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.	
<i>Printing, Reproduction & Duplication</i> - Expenditures for services to copy, print, reproduce and/or duplicate documents.	
<i>Postage</i> - Payment for direct project postage.	
<i>Freight & Express Mail</i> - Payment for direct project freight services on outgoing shipments.	
Telecommunications	
<i>Phone Toll Charges (long-distance)</i> - Payment for telephone long distance charges.	
Publicity & Publication	
<i>Publish & Print Photos</i> - Payment for printing and publishing photographs to development of publicity and publications.	
<i>Conferences</i> (costs to put on conference or seminars)	
Equipment \$250 - \$4,999	
NOT ELIGIBLE	
Employee Training, Excluding Travel	
NOT ELIGIBLE	
Training In-State Travel	
NOT ELIGIBLE	
CAPITOL OUTLAY	
NOT ELIGIBLE	

APPLICATION FOR APPOINTMENT TO BOARD or COMMISSION



Name: Goehler Veva Jean Date: 2/6/2020
Last First Middle

Home Address: 12700 SW Beef Bend Rd

City/State/Zip: King City, OR 97224

Is this address within the City? Yes I've lived in King City since: 2015

Telephone No.: 503-260-2140
Home Work Cell/Mobile

E-Mail Address: vevajeane@aol.com

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

Present Occupation: Software Support

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:

Volunteer: Currenty Board Member of King City Community Foundation . Past volunteer board member of American Foundry Society, American Society of Metals & Past Middle school Volleyball Coach

Professional: Accounting work with computers since 1967 - present

Employment:

Deltek, Inc 2010 - Present, Software suport

Vancouver Iron & Steel 1992 - 2008 Controller

Previous City appointments, offices or activities:

Term on King City Budget Committee

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.

Accounting Experience

2. What specific contribution do you hope to make?

Continuity

Ability to digest numbers quickly

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

It is interesting to be a part of your community and see where the resources are allocated. It is more intellectual curiosity than specific concern that I want to become a member of the budget committee.

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

Past King City budget committee member

Signature: _____ Date: 2/6/2020

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: Locklin Sam C. Date: 2/10/2020
Last First Middle

Home Address: 17445 SW 131st Ave

City/State/Zip: King City/OR/97224-2040

Is this address within the City? Yes I've lived in King City since: 1997

Telephone No.: 503-968-1041 NA 503-313-1199
Home Work Cell/Mobile

E-Mail Address: samlocklin@gmail.com

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

Present Occupation: Retired and Personal Support Worker

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:

Northwest Regional Manager for 24 years. Responsibilities included founder and established Northwest Region, customer service, engineering background, growing region through service contracts and warranty support for semiconductor manufacturing equipment, interviewing and hiring employees, and management of budgets including monthly, quarterly, and yearly reports.

Previous City appointments, offices or activities:

Currently on Budget Committee
8 years on King City Council and Council President
Policy Advisory Board for Community Development Block Grant Program (CDBG) - 8 years
Washington County Coordinating Committee for transportation - 8 years

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.

As NW Regional Manager I was responsible for multimillion dollar annual budget for region. Grew the region from a single person at one location to coverage over 5 states and 22 engineers and staff. Fiscal responsibility and understanding budgets falls right in line with this position on the budget committee.

While on the King City Council I worked with another councilor on an outdated 10 year road maintenance plan to make it current. This saved the city \$35K in engineering fees. It also became the example for other cities after being presented at the WCCC meeting.

+

2. What specific contribution do you hope to make?

Continue to insure fiscal responsibility to tax payers and insure that the money is being spent responsibly.

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

The city is growing and I want to continue insuring that the city makes the right decisions with respect to safety and desirability to live here. As a city councilor I was involved in the development decisions that went into putting in the King City Community Park. The developer tried to get out of building the tennis court but we managed to get it done. It's decisions like this that make a big difference in the livability of our community.

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

As mentioned previously, I was a volunteer representing the city as a member of WCCC and CDBG. I have volunteering locally in activities like cancer walks and beach cleanup.

Signature: _____

Date: 2/10/2020

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

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

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

For office use only:

Date Received:

Date Considered:

Action by Council:

Term Expires:

Please return this form to:

City Recorder

15300 SW 116th Ave

King City, OR 97224

503-639-4082

503-639-3771(FAX)

rsmith@ci.king-city.or.us

*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: Marchese Mark Attilio Date: 02/10/20
Last First Middle

Home Address: 16770 SW Queen Anne Avenue

City/State/Zip: King City, OR 97224

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

Telephone No.: 971-285-2096
Home Work Cell/Mobile

E-Mail Address: markamarchese@gmail.com

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

Present Occupation: Retired Educator

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:

Currently a volunteer driver for Meals on Wheels, Tigard Senior Center

Currently a volunteer lector at St. Anthony Church, Tigard Oregon

Former K-16 educator for 41 years.

Previous City appointments, offices or activities:

None.

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

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

Experience with budgets as athletic director and social studies department chair at Wilson High School in the Portland Public Schools.

Extensive experience as an Advanced Placement Microeconomics and Macroeconomics teacher at Portland's Wilson High School and the School of Extended Studies at Portland State University.

Course work in K-12 school finance at the doctoral level at Portland State University.

2. What specific contribution do you hope to make?

To assist in maintaining the high level of fiscal responsibility and efficiency in the delivery of public services that characterizes the local government of King City.

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

Community topics that are of concern to me, aside from the aforementioned, include general growth of the city and surrounding area; public safety and traffic management.

I want to become a member of the budget committee to serve my community, gain a greater understanding of my specific community, and to expand my practical knowledge of the budgetary process.

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

Outside of youth recreational sports coaching, I have no additional relevant community groups or activities to report beyond the above information.

Signature: _____

Date: 2-10-20

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

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PROFESSIONAL RESUME

Mark A. Marchese, Ed.D
16770 SW Queen Anne Avenue
King City, OR 97224

Cell Phone: 971-285-2096
E Mail: markamarchese@email.com

EDUCATION:

California Coast University – Doctor of Education - 1989
Curriculum and Instruction
Santa Ana, CA 92701

Lewis and Clark College – Master of Arts in Teaching - 1981
Secondary Education
Social Studies Standard Certification
Portland, OR 97219

Southern Oregon University – Bachelor of Science - 1978
Political Science & Secondary Education Majors/Mathematics-Science Minor
Social Studies and Basic Mathematics Combined Certification
Ashland, OR 97520

Klamath Union High School – High School Diploma - 1974
Klamath Falls, OR 97601

EXPERIENCE:

St. Anthony Middle School – 2008-2015-2016-2019
6th, 7th, 8th Grades Multiple Subjects

Portland Public Schools – Wilson High School – 1985-2008, 2015-2016
Social Studies Department Chairman
Advanced Placement Microeconomics/Macroeconomics
Advanced Placement United States Government and Politics
Athletic Director & Head Wrestling Coach

Portland Public Schools - Hosford Middle School – 1980-1984
Mathematics, Social Studies, and Language Arts Teacher

Portland State University – *School of Extended Studies Instructor -1986-2012*

Lewis and Clark College - *Adjunct Professor of Education -1998*

VOLUNTEER COMMUNITY SERVICE:

Meals on Wheels Delivery for Tigard Senior Center
Coach South Side Soccer and Tigard Little League
Lector – St. Anthony Church
Religious Education Catechist – St. Anthony Church
K-5 Children's Liturgy Catechist – St. Anthony Church
Religious Education/RCIA Catechist – St. Anthony Church

CERTIFICATION:

State of Oregon Standard Teaching License
Preprimary through Grade 12: Basic Mathematics
Grade 5 through 12: Standard Social Studies
Effective: March 11, 2012 through March 11, 2022

REFERENCES:

Father John Henderson, Pastor, St. Anthony Church, 503-639-4[REDACTED]
Andy Nichols, Principal, St. Anthony School, 503-639-4[REDACTED]
Mike Nolan, Athletic Director, Wilson High School, 503-916-5[REDACTED]