

NOTICE OF CITY COUNCIL MEETING

The City Council of the City of King City will hold an Executive Session at 6:00 p.m. and a Regular Session at 7:00 P.M., Wednesday, March 11, 2020, at City Hall 15300 SW 116th Ave, King City, Oregon 97224

AGENDA		Action Item
EXECUTIVE SESSION		
6:00 p.m. Item 1. Executive Session in accordance with ORS 192.660§2(d) <i>To conduct deliberations with persons designated by the governing body to carry on labor negotiations.</i>		Time:
6:30 p.m. Item 2. Executive Session in accordance with ORS 192.660§2(e) <i>To conduct deliberations with persons designated by the governing body to negotiate real property transactions.</i>		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:		
January 15, 2020		
7:10 p.m. 5. SPECIAL PRESENTATION:		M S A
5.1 Metro Councilor Craig Dirksen		
5.2 Sheriff's Office – Sheriff Pat Garrett		
5.3 Gerritt Rosenthal - Metro Council Candidate		
7:20 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.		
7:26 p.m. 7. UNFINISHED BUSINESS: NONE		
7:30 p.m. 8. NEW BUSINESS:		M S A
8.1 Resolution 2020-01 : A resolution expressing City Council support for the Washington County Cooperative Library Service local option levy renewal.		M S A
8.2 Resolution 2020-02 : A resolution expressing City Council support for the Washington County Sheriff's Department's Public Safety levy renewal.		M S A
8.3 Resolution 2020-03 : A resolution to address annual fee adjustments.		M S A
8.4 Metro 2040 Planning and Development Grant Intergovernmental Agreement		M S A
8.5 CDBG Proclamation		
7:50 p.m. 9. POLICE CHIEF'S REPORT		Time:
8:00 p.m. 10. CITY MANAGER'S REPORT		
8:10 p.m. 11. MAYOR'S AND COUNCILOR'S REPORTS		
8:30 p.m. 12. ADJOURN		
NEXT MEETING		
MARCH 25, 2020 – SPECIAL MEETING TO CONSIDER APPEAL OF LAND USE APPLICATION		
The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting to Ronnie Smith, City Recorder, 503-639-4082.		
M=Motion S=Second A=Action		

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

Call to Order: A regular meeting of the King City – City Council was held at the City Hall beginning at 7:00 P.M. on Wednesday, January 15, 2020. President Fender requested a moment of silence then proceeded to call the meeting to order at 7:01 P.M., followed by roll call and the Pledge of Allegiance

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

Mayor Ken Gibson – was running late to the meeting.
Councilor Smart Ocholi
Councilor David Platt
Councilor Gretchen Buehner
Councilor Jaimie Fender
Councilor John Boylston
Councilor Micah Paulsen – left early, excused

Absent:

None

Staff present included:

City Manager (CM) Mike Weston
City Recorder (CR) Ronnie Smith

Agenda Item 5: Open Forum:

President Fender 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.

Berry O-Conner – Talking about the street and bridge located at Royalty Court. He asked who is responsible for maintaining this area.

The city said the paperwork was not properly filed at the county.

Veva Goehler – KCCF asking to sponsor te 3rd golf tournament of May 17, 2020, \$500.00

Mayor Kenneth Gibson arrived and left President Fender at the gavel.

**MOTION MADE BY COUNCILOR BUEHNER TO APPROVE THE
SPONSORING THE MAY 17, 2020 GOLF TOURNAMENT WITH A \$500.00,
SECONDED BY MAYOR KENNETH GIBSON.**

President Fender recused her self due to a possible conflict of interest.

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

Leslie – speaking about the speed and parking on King George.

Agenda Item 6: Unfinished Business: None

7.2 & 7.3 were moved up.

7.2 TSP Project Overview Presentation – Carl Springer, DKS

Carl gave a presentation on what is next for the TSP project.

7.3 Consider Planning Commission Appointments

1. Alex j. Mann – was unable to attend the meeting due to work.
2. Shawna Thompson – She mentioned that she is a resident in the Edgewater area and is a realtor.

MOTION MADE BY COUNCILOR BOYLSTON TO APPOINT SHAWNA THOMPSON TO THE PLANNING COMMISSION, SECONDED BY MAYOR GIBSON.

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

7.1 Financials

1. October 2019
2. November 2019

The city council and staff discussed the numbers.

MOTION MADE BY COUNCILOR BUEHNER TO APPROVE OCTOBER AND NOVEMBER 2019 FINANCIALS, SECONDED BY MAYOR GIBSON.

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

Agenda Item 8: Police Chief's Report

No Report.

Agenda Item 9: City Manager's Report

CM Weston gave an update on the Master planning, TSP, and 99w corridor.

Goal setting will be on February 19, 2020, at 5:00 P.M. Mayor also requested lite refreshments.

CM Weston also briefly spoke about HB2001 & 2003

Agenda Item 10: Mayor and Councilor's Reports

- Councilor Platt – attended the CPO4K meeting.
- Councilor Ocholi – No Report
- Councilor Fender – was asked to join an advisory Washington County task force.
- Councilor Boylston – MAAC grant approved the city for a grant.

- Councilor Buehner – MPAC was canceled for January. She mentioned that she attended MPAC in December 2019.
- Councilor Paulsen – Left meeting early.
- Mayor Gibson – attend the MLK event today. He mentioned that it was pleasant to be a part of this.

Agenda Item 12: Adjournment

COUNCILOR BUEHNER MOVED TO ADJOURN THE MEETING, MAYOR GIBSON SECONDED, THE MEETING ADJOURNED AT 8:39 P.M.

Respectfully Submitted by:

Attested by:

Ronnie Smith
City Recorder

Mike Weston
City Manager

Let's get
moving.

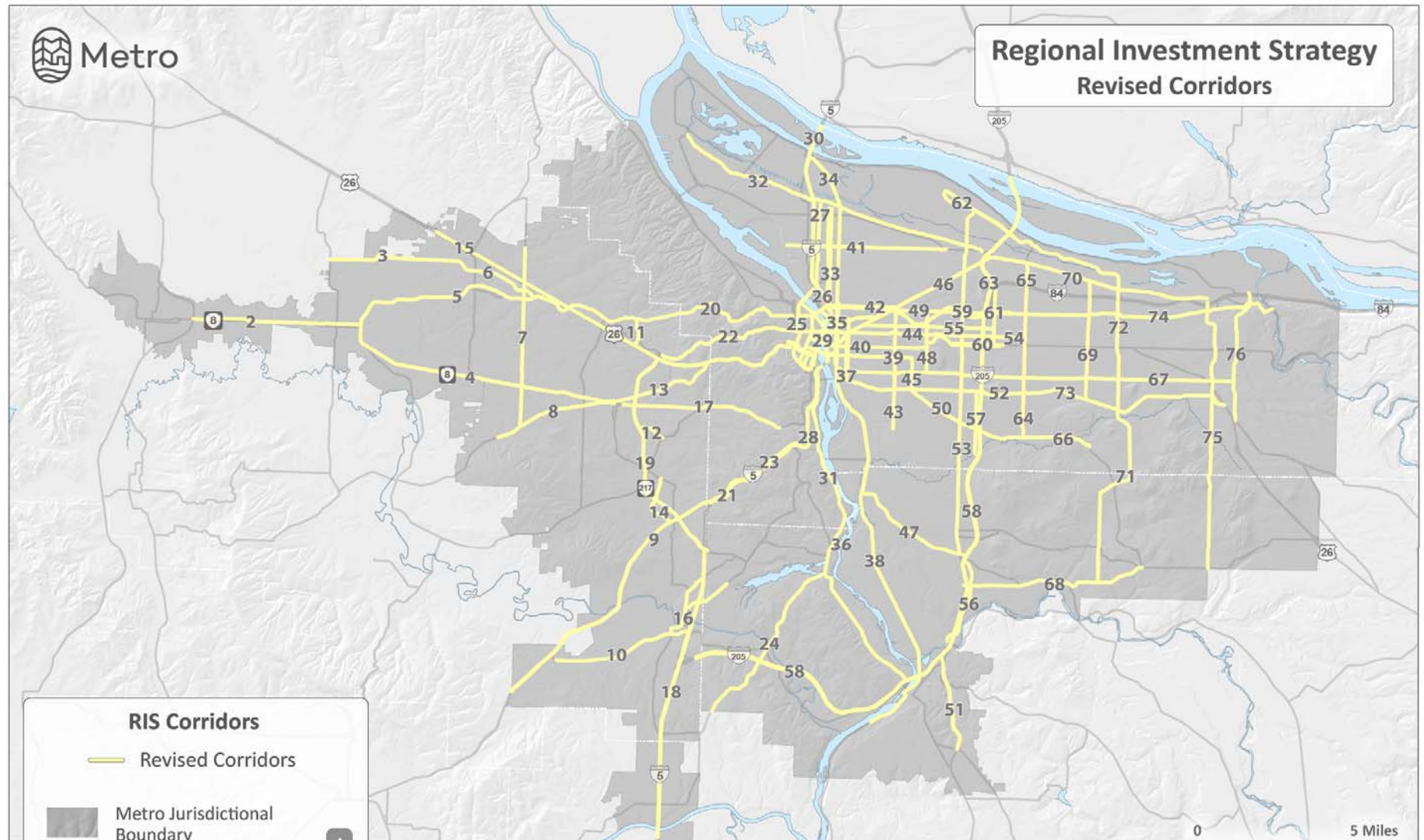
King City
March 11, 2020



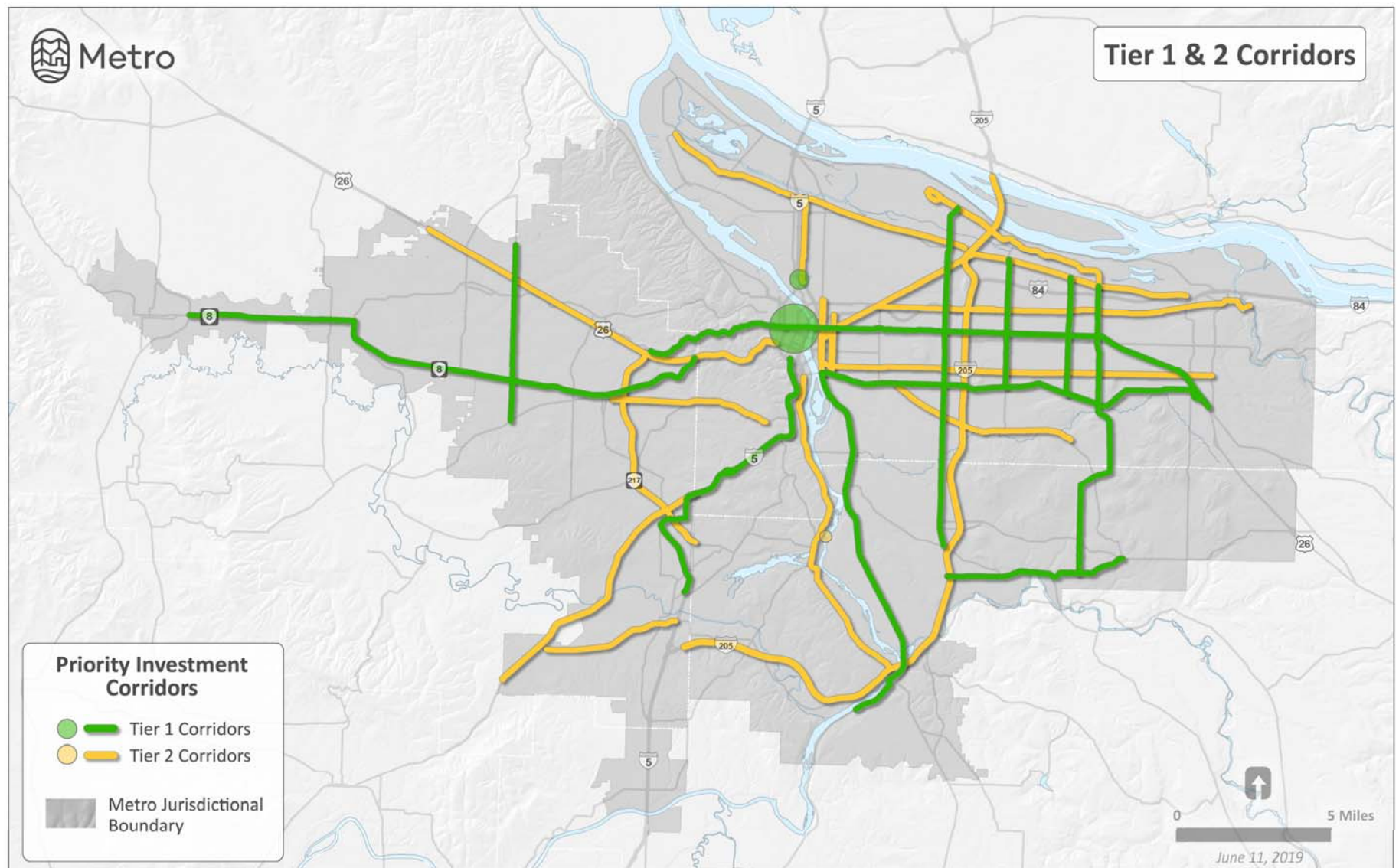
Metro



Examining the need



Picking priorities





**Corridor investments
move people to jobs and opportunity.**

Get Moving 2020 Tier 1 Corridor Investments

**PROPOSED
CORRIDOR FUNDING**

\$3.81B

+

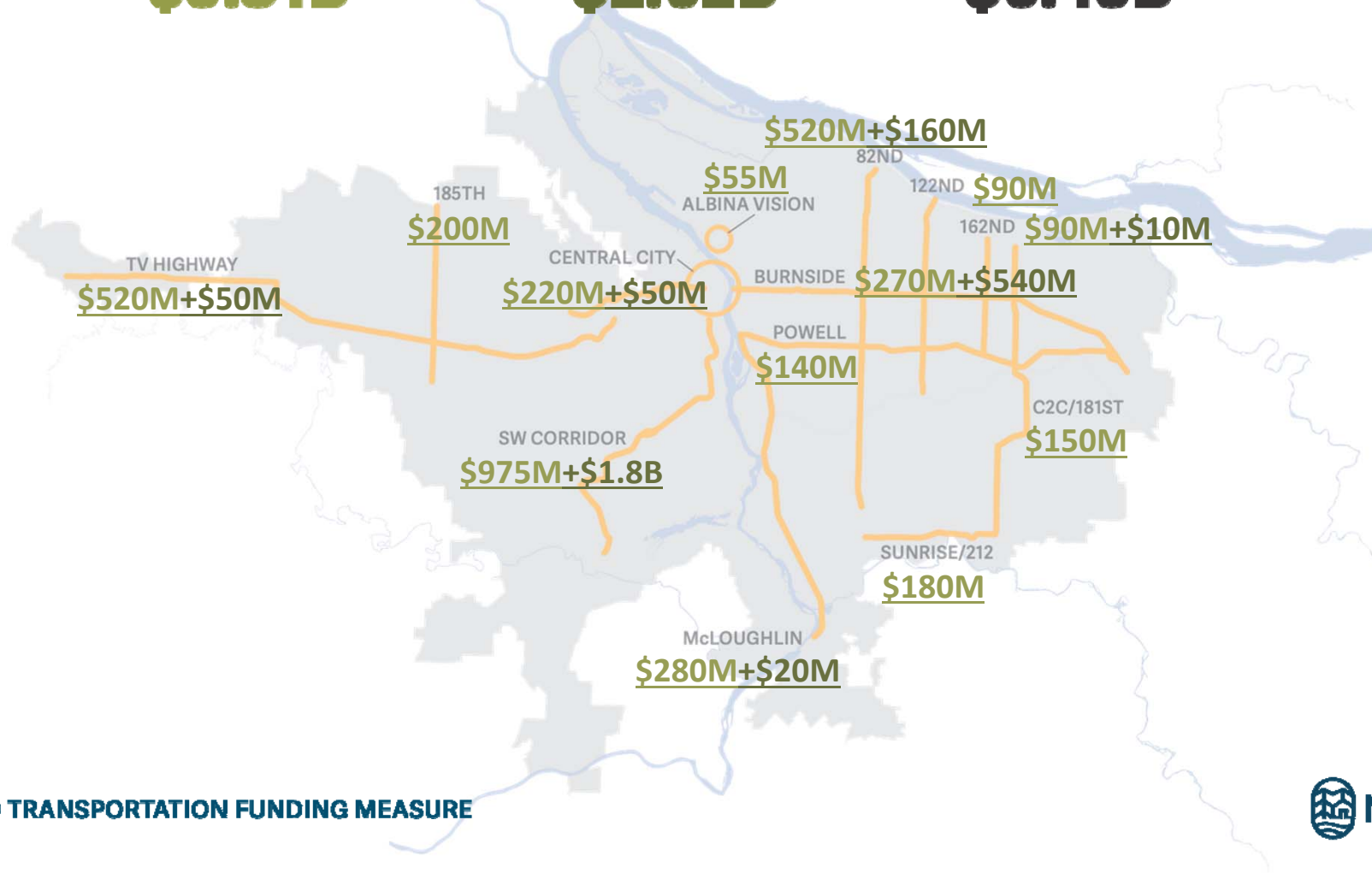
**POTENTIAL
LEVERAGED FUNDS**

\$2.62B

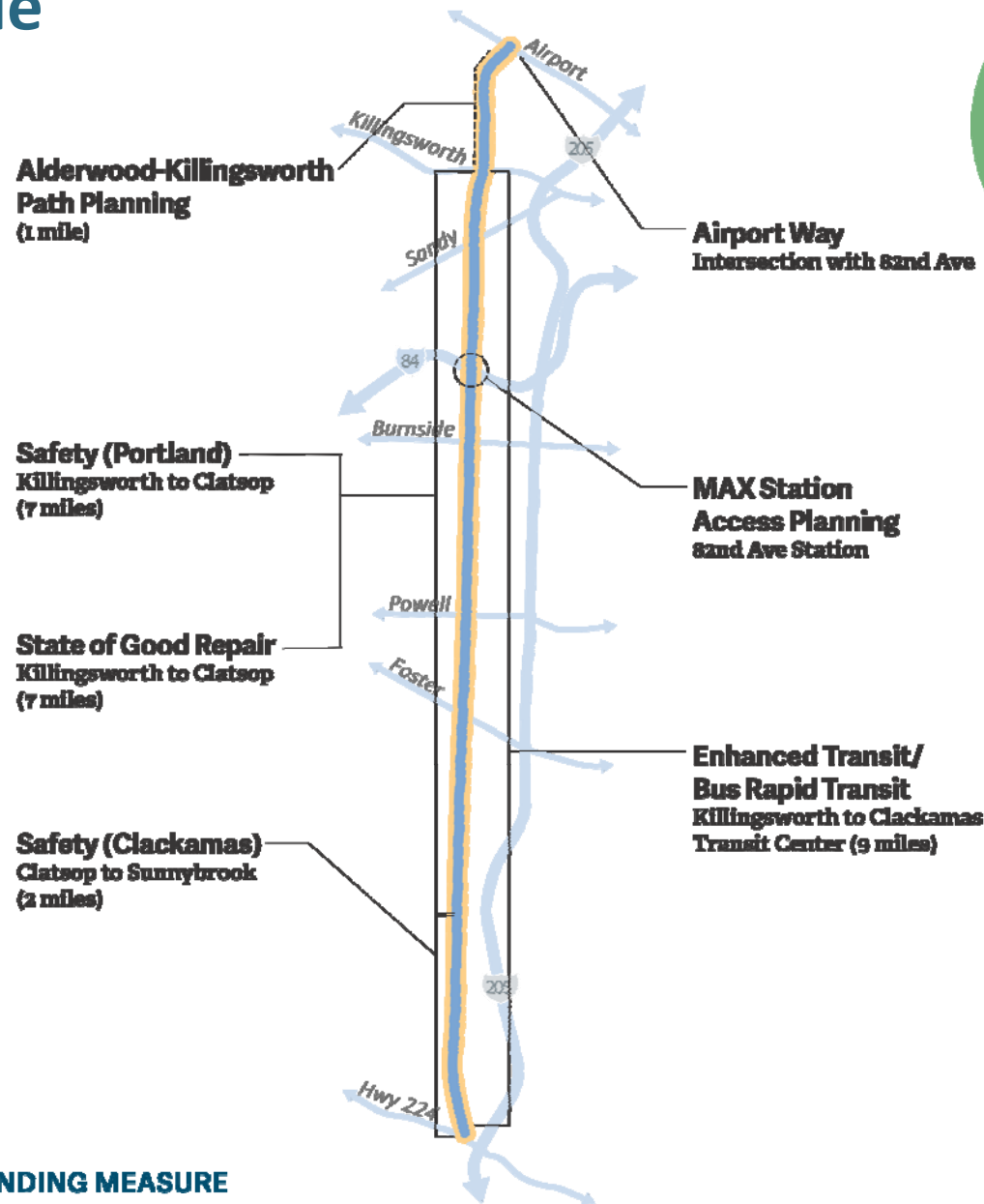
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**TOTAL CORRIDOR
INVESTMENT**

\$6.43B

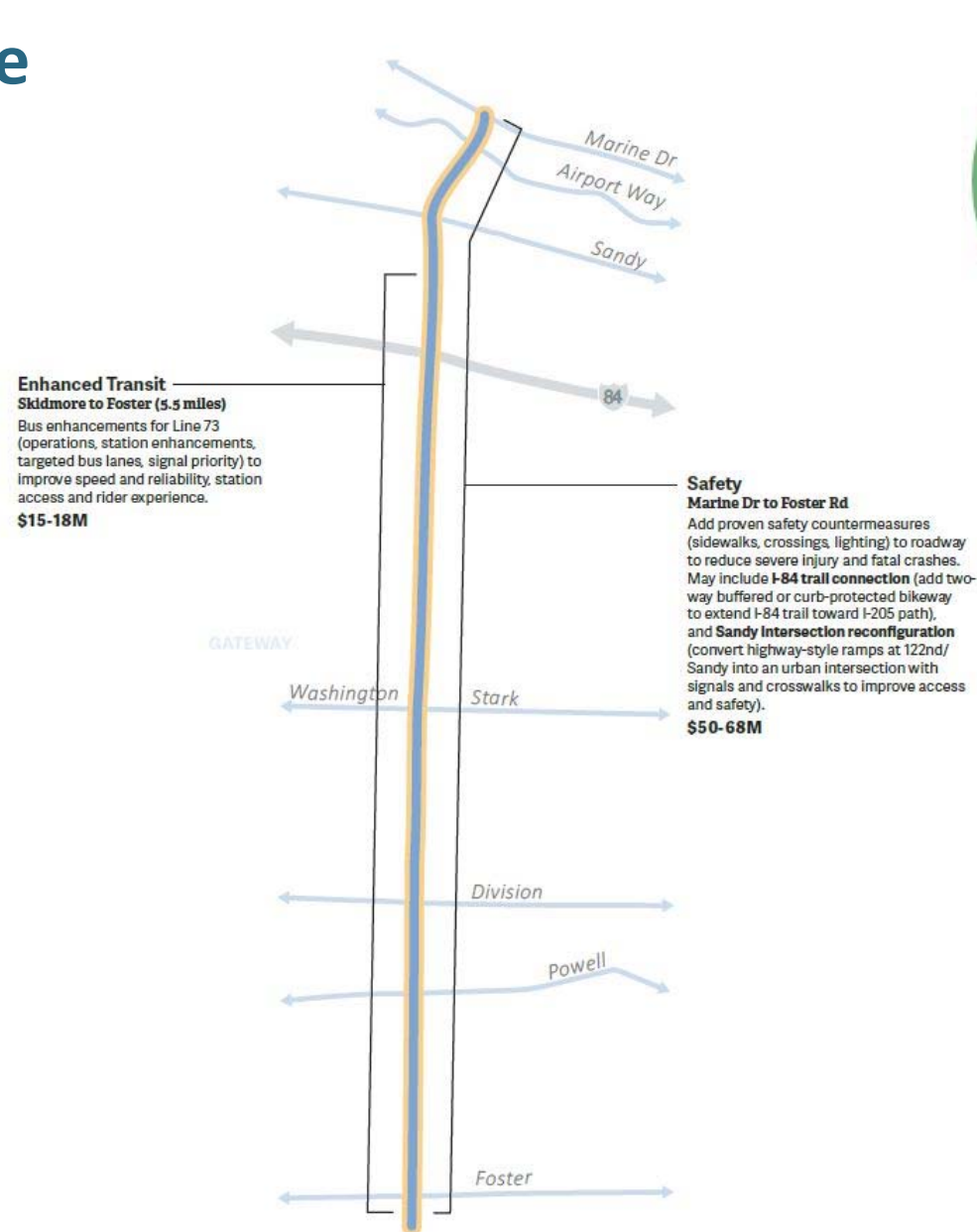


82nd Avenue



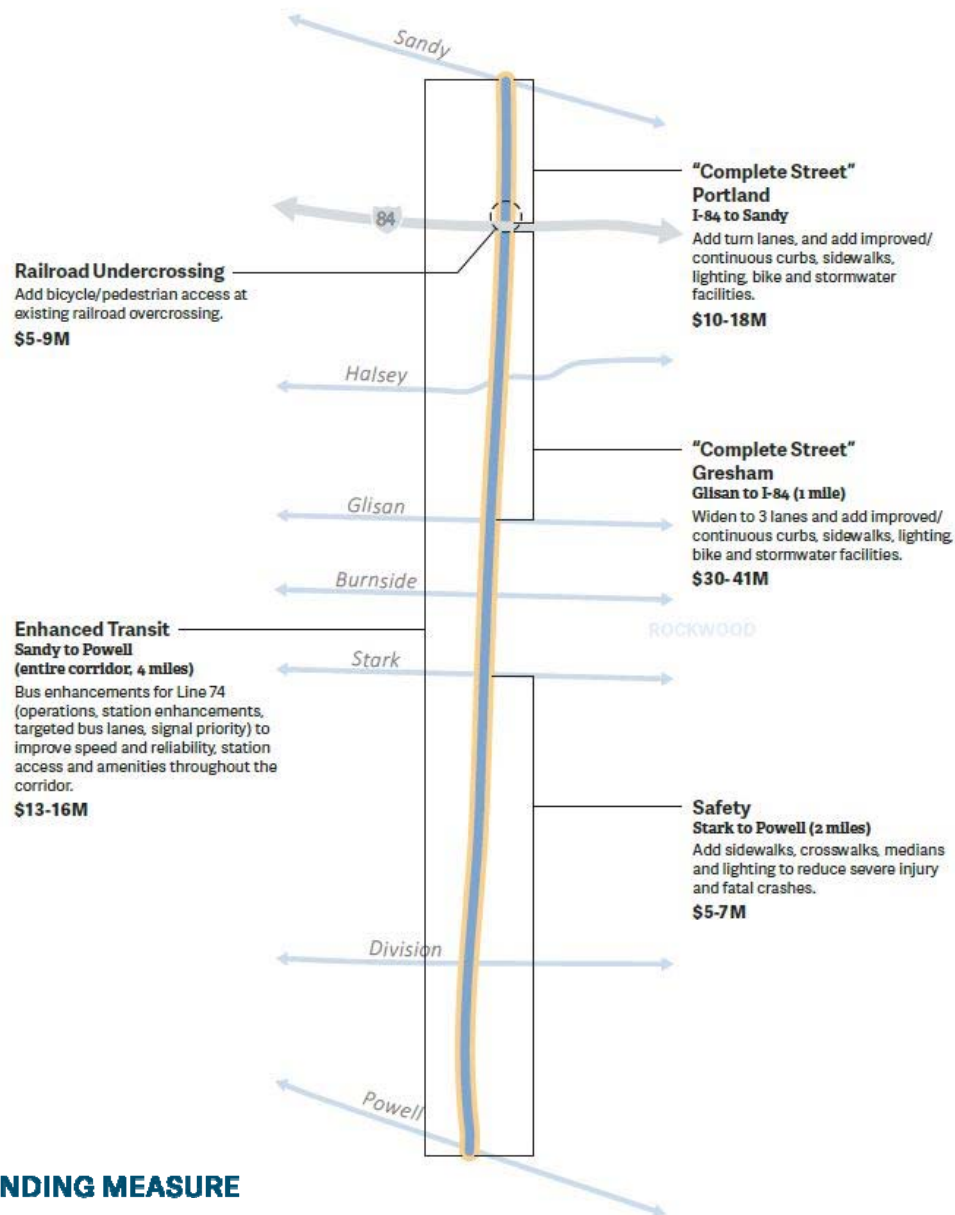
RECOMMENDED INVESTMENT
\$520M
\$680M WITH LEVERAGED FUNDS

122nd Avenue



RECOMMENDED
INVESTMENT
\$90M

162nd Avenue



RECOMMENDED INVESTMENT
\$90M
\$100M WITH LEVERAGED FUNDS

Albina Vision



1 Broadway/Weldler Streetscape Broadway Bridge to NE 7th (.6 miles)

Develop an Albina "main street" with street lighting, public art, and enhanced transit stations to improve access and safety for all.

2 Interstate/N. Portland Greenway Steel Bridge to NE Tillamook (.8 miles)

Enhanced crossings and a multi-use path to connect the Rose Quarter Transit Center to employment and housing areas further north.

3 Multnomah St Streetscape NE Interstate to 7th Ave (.5 miles)

Green street features, lighting and upgraded transit stations to provide safe connections between Lower Albina, Convention Center and Lloyd neighborhoods.

4 Vancouver/Williams NE Russell to Multnomah (.8 miles)

Street lighting, better transit stops, and improvements to existing bikeway.

5 Lloyd Blvd Steel Bridge to NE 7th Ave (.5 miles)

Multi-use path to strengthen multimodal connection between Albina, Lloyd and SE Portland.

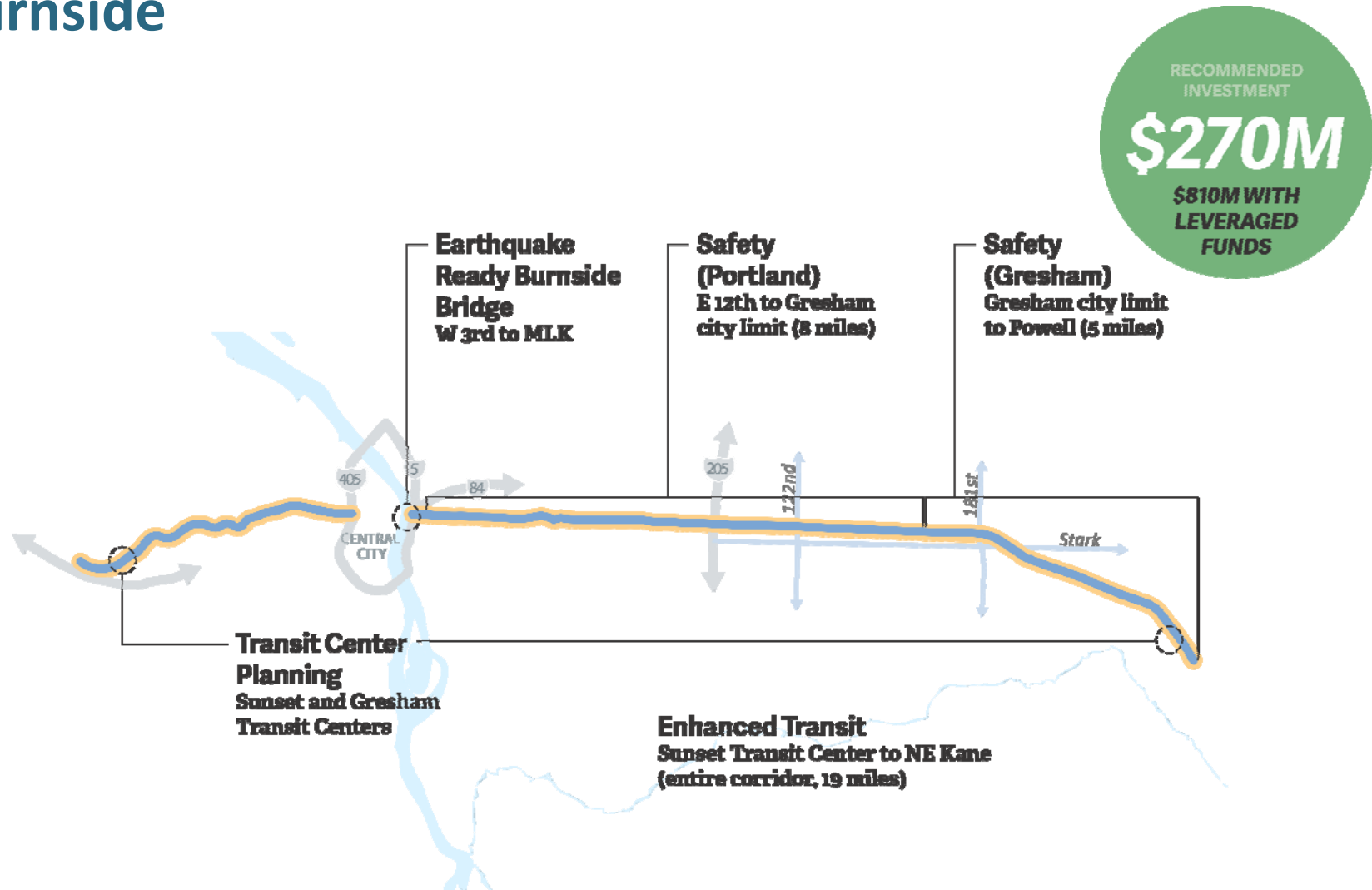
6 Albina Urban Design Strategy Areawide

Develop plans and strategies to guide Albina Vision Implementation. Key elements include: urban design strategy, Rose Quarter TC, bridgehead and river connections, multimodal connections.

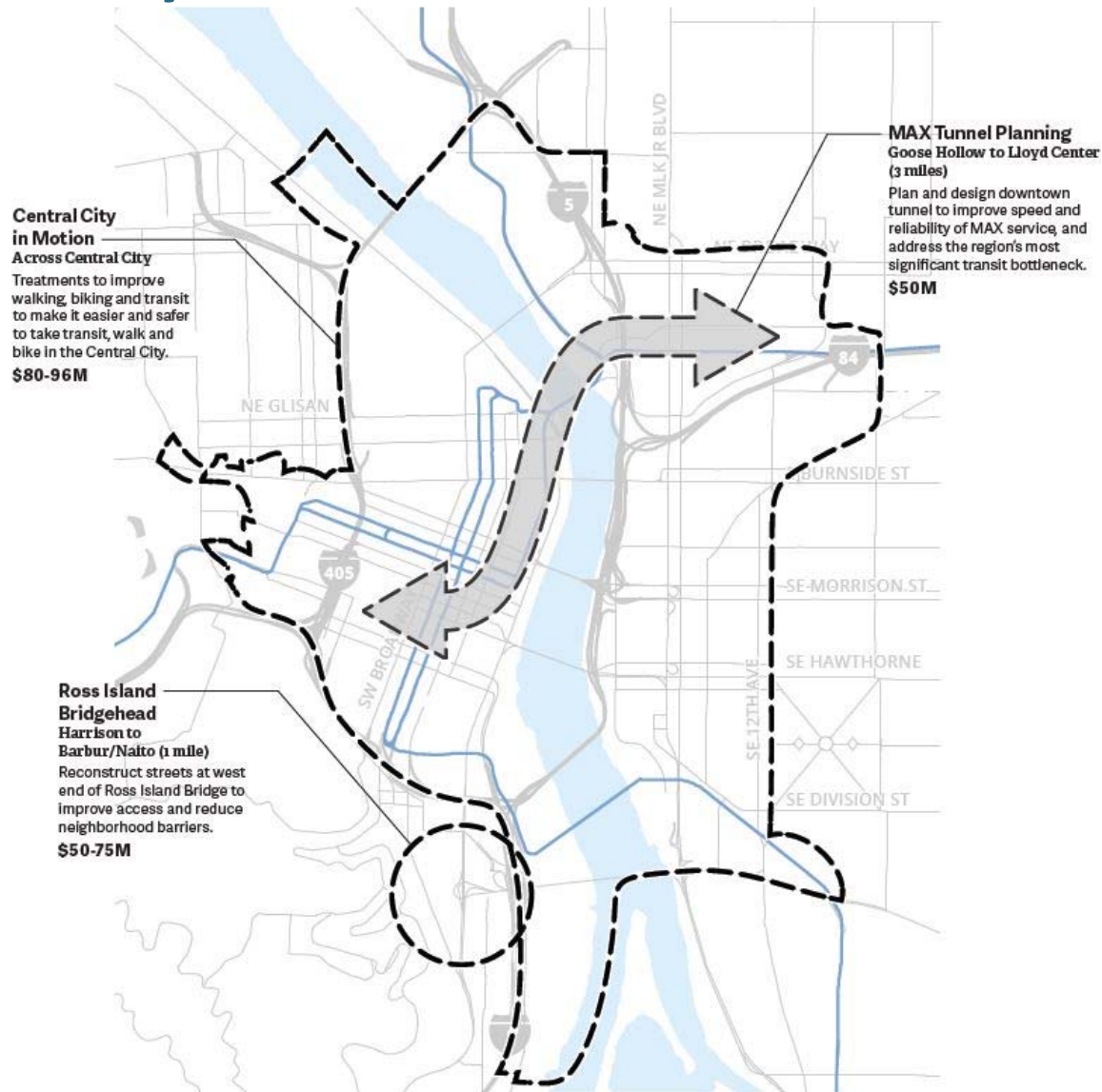
RECOMMENDED
INVESTMENT

\$55M

Burnside



Central City

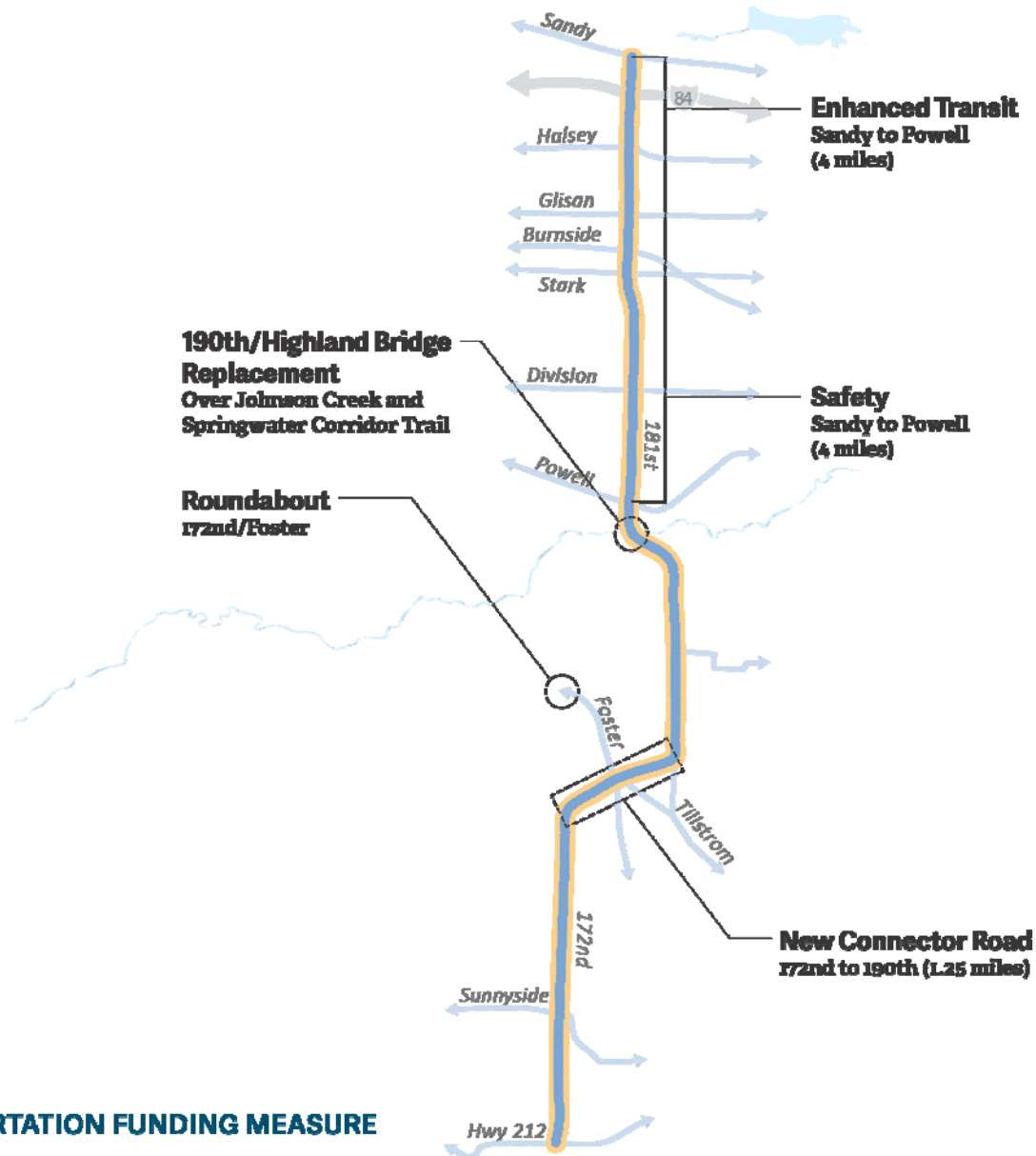


RECOMMENDED INVESTMENT

\$220M

\$270M WITH LEVERAGED FUNDS

Clackamas-to-Columbia/181st Ave

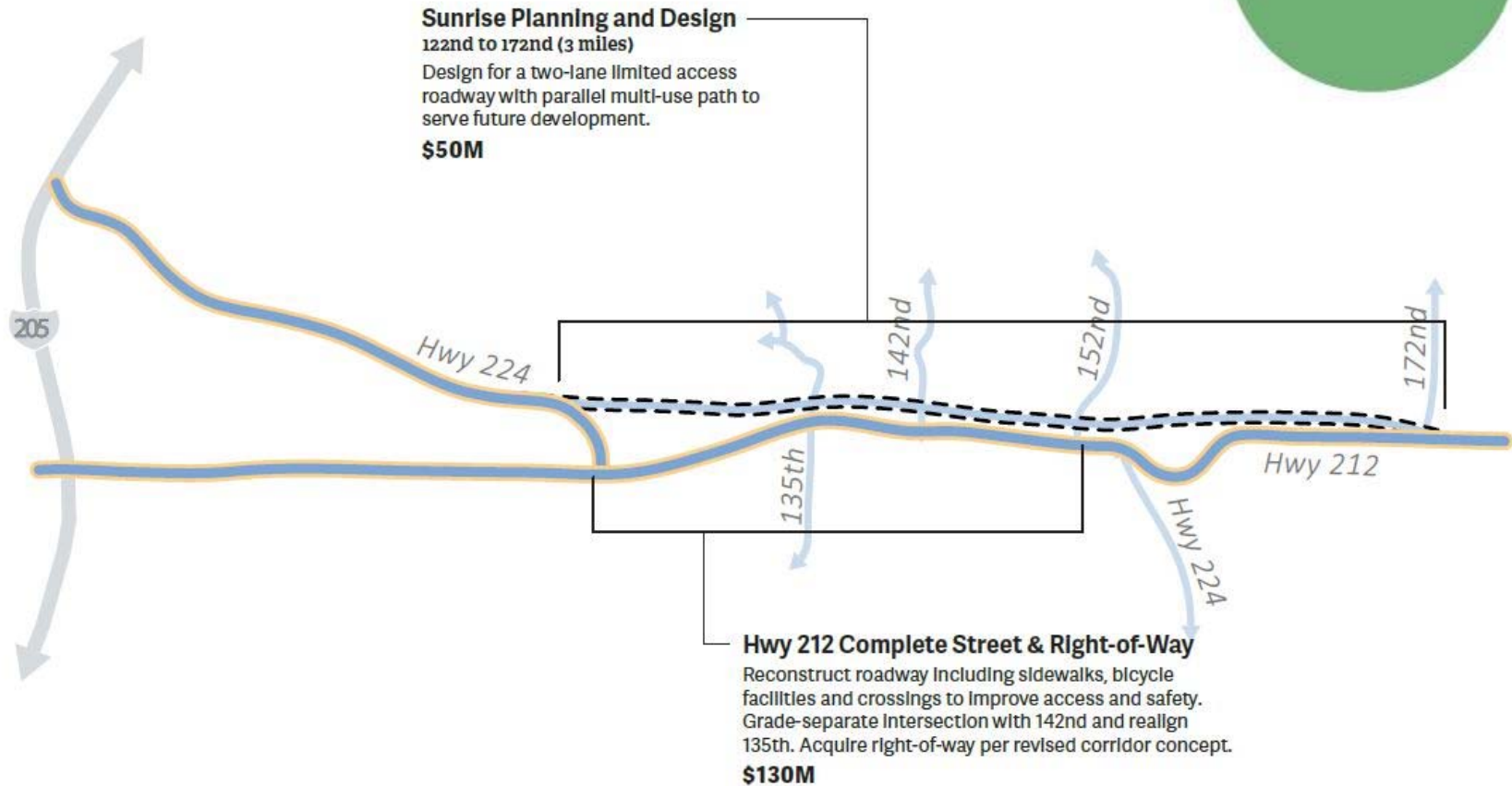


RECOMMENDED
INVESTMENT
\$150M

2020 TRANSPORTATION FUNDING MEASURE

Highway 212/Sunrise Corridor

RECOMMENDED
INVESTMENT
\$180M



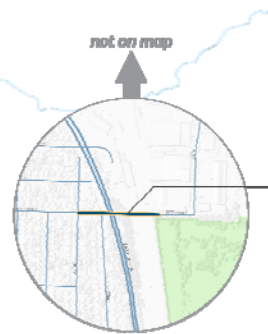
McLoughlin Boulevard

**Park Ave
Park & Ride
Expansion**

**Enhanced Transit
Milwaukie to Oregon
City (6.5 miles)**

**Safety
Milwaukie to Oregon
City (6.5 miles)**

**Corridor Planning
Milwaukie to Oregon
City (6.5 miles)**



**Reedway Bike
Overcrossing**

**Portland Ave
Streetscape**

Trolley Trail

**I-205 Ramp
Improvements**

**Willamette Falls
Bike/Ped Plan
10th to Railroad Ave (.4 miles)**

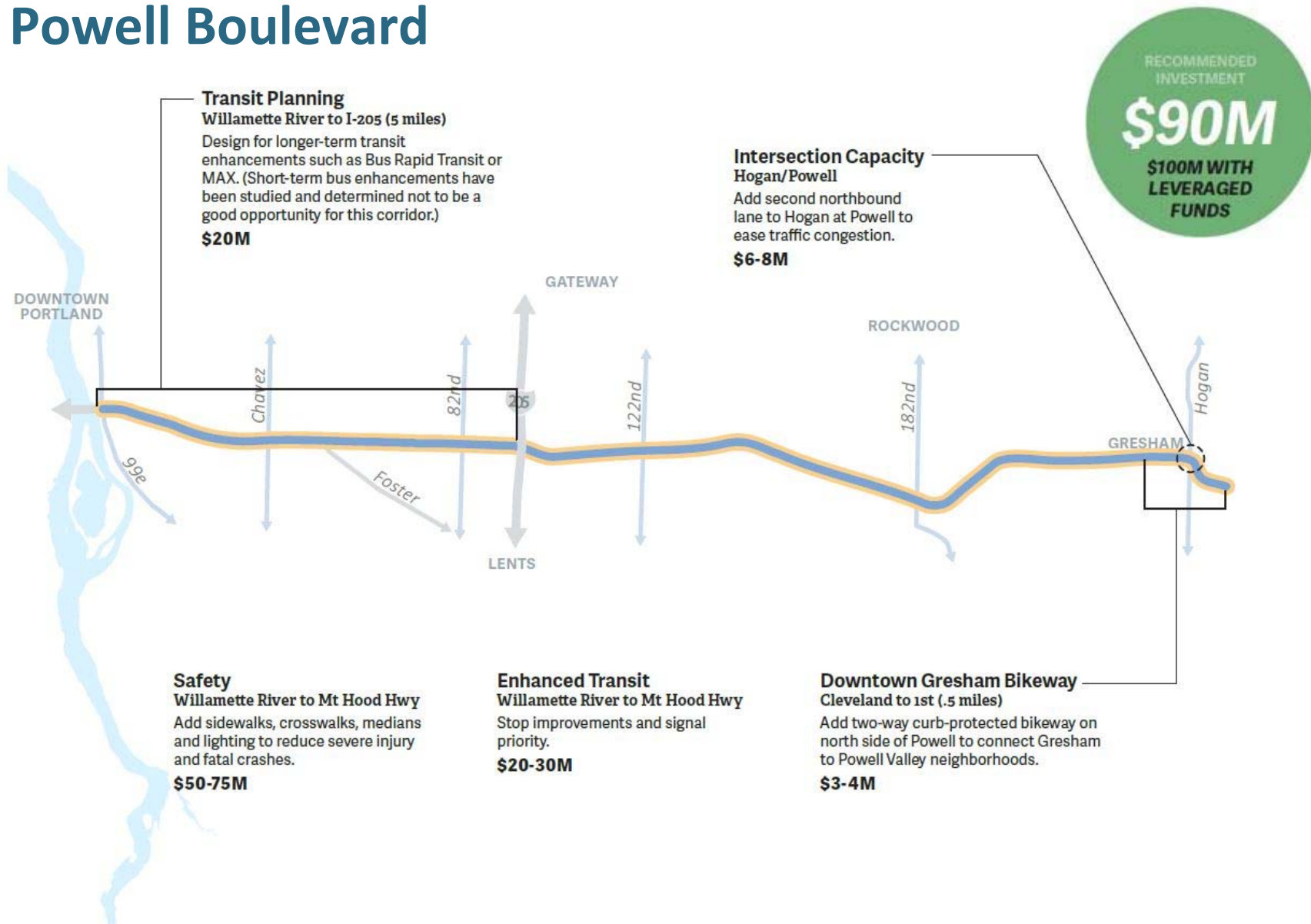
RECOMMENDED
INVESTMENT

\$280M

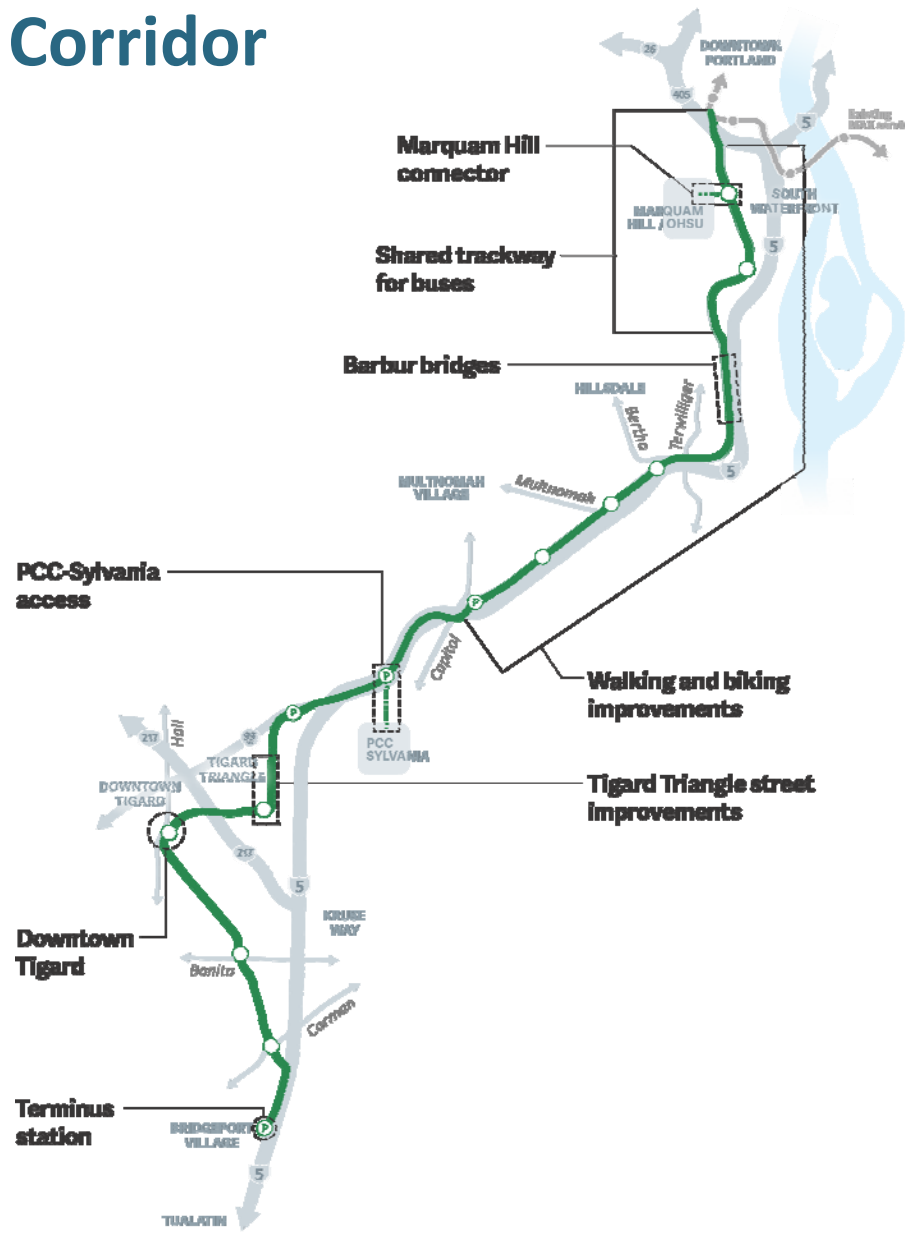
**\$300M WITH
LEVERAGED
FUNDS**

2020 TRANSPORTATION FUNDING MEASURE

Powell Boulevard



Southwest Corridor



RECOMMENDED INVESTMENT

\$975M

\$2.6B WITH LEVERAGED FUNDS

SW 185th Avenue

Enhanced Transit
Rock Creek Blvd to Farmington
(entire corridor, 5 miles)
 Bus enhancements for Line 52
 (operations, station enhancements,
 targeted bus lanes, signal priority) to
 improve speed and reliability, station
 access and rider experience throughout
 corridor.
\$50-60M

MAX Overcrossing
185th/Baseline
 Build bridge for MAX Blue Line over
 185th to reduce traffic, and bus and
 train delays.
\$70-87M

Intersection Improvements
Alexander to Blanton (.25 miles)
 Fix intersections to improve safety and
 efficiency for all users (intersection
 alignment at Blanton, crossing signal at
 Alexander).
\$10-14M

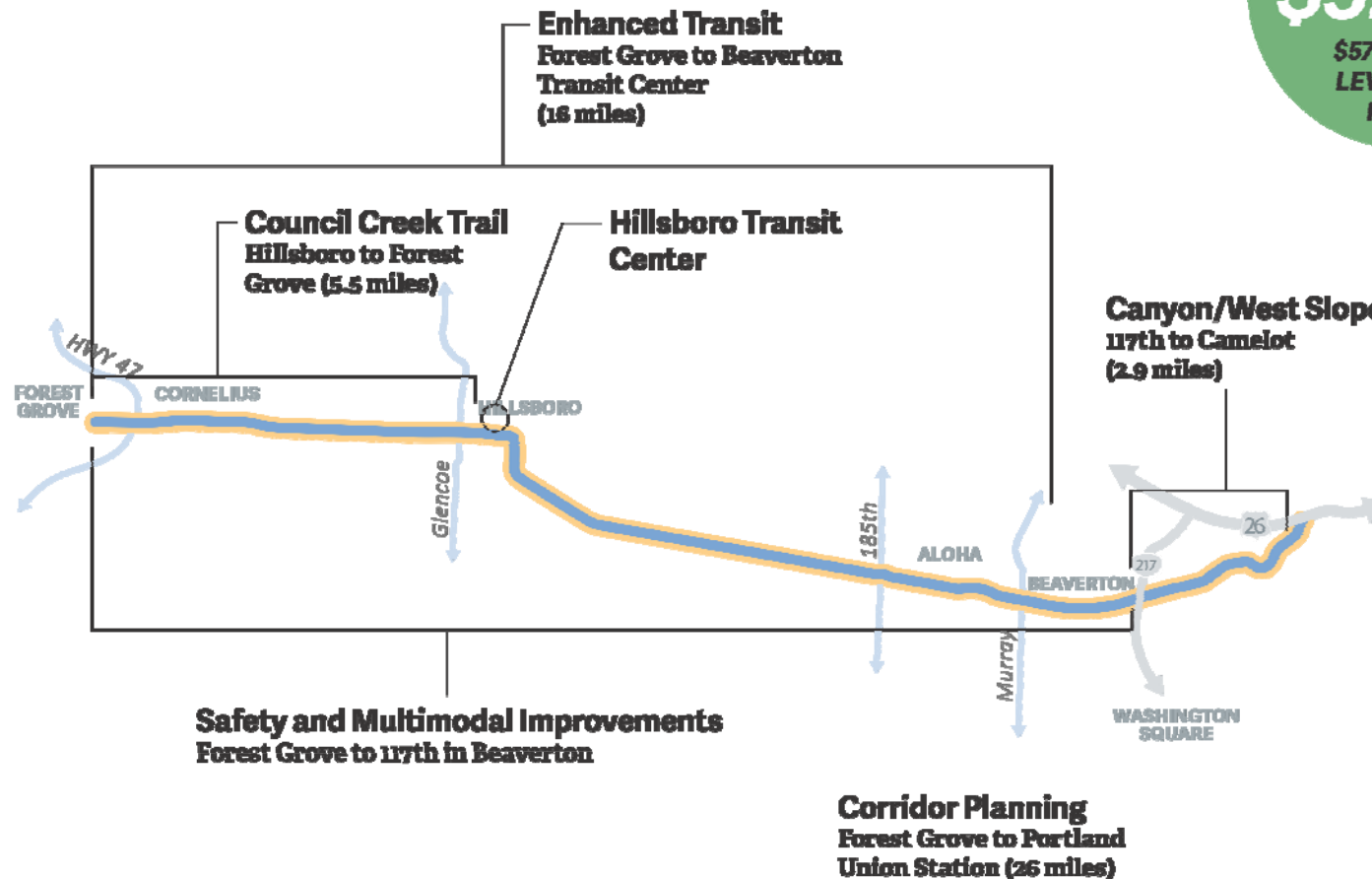


Safe Crossings
Cascade to West Union (4 miles)
 Add actuated pedestrian crossings
 at four locations to improve access
 for people walking.
\$8-11M

"Complete Street"
Kinnaman to Farmington (.7 miles)
 Widen to 3 lanes, add curbs,
 sidewalks, crossings, lighting, bike
 facilities, stormwater facilities.
\$24-32M

RECOMMENDED
 INVESTMENT
\$200M
**\$220M WITH
 LEVERAGED
 FUNDS**

Tualatin Valley Highway



RECOMMENDED
INVESTMENT
\$520M
\$570M WITH
LEVERAGED
FUNDS

Benefits beyond corridors: Regionwide programs



Safe Routes
To School



Active Transportation
Regional Connections



Student Fare
Affordability



Safety Hot Spots



Bus Electrification



Protecting/Preserving
Multifamily Housing



Better Bus



Main Streets
Revitalization



Future Corridor
Planning

Jobs Created

Initial analysis by EcoNorthwest of jobs created was based on the assumption that we would spend approximately \$4 Billion on transportation projects as part of the Transportation Measure:

- Direct corridor construction jobs (Full Year Equivalent): **16,000 jobs**
- Secondary (Indirect + Induced) jobs (FYE): **21,000 jobs**
- Total estimate: **37,500 jobs**

How much could we invest?

Corridors

Tier 1 Measure investments

\$3.81B

Leveraged FTA & Local Investments

\$2.22B

Regionwide Programs *\$50 million/year)*

\$1B

Total Investments

\$7.03 billion



How could we pay for it?

Possible mechanism	Possible rate	How much could it raise annually?
Regional Vehicle Registration Fee	\$56 annual	\$65 million
Employer Payroll Tax	0.6%	\$300 million

#getmoving2020
getmoving2020.org



RESOLUTION 2020-01

A RESOLUTION OF THE CITY OF KING CITY SUPPORTING THE RENEWAL OF THE WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES (WCCLS) LOCAL OPTION LEVY, BALLOT MEASURE 34-297

FINDINGS: The Washington County Cooperative Library Services (WCCLS) was created in May 1976, to serve all the residents of Washington County and its cities. The current local option levy will expire in June 2021, funding that provides approximately 40 percent of the WCCLS funding package to city and community libraries. The City of King City benefits from this cooperative arrangement and the funding this levy provides.

Regardless of where you live in the county, anyone can have full access to the books, services and special reading programs for children and adults provided by every public library.

WHEREAS, the citizens of the City of King City and the surrounding areas benefit from this service by having access to increased books, eBooks, and multiple special programs for youth and adults; and

WHEREAS, libraries serve as safe and positive community gathering spots for everyone; and

WHEREAS, the Mayor and City Council want to express their support of Ballot Measure 34-297 and call upon the members of the King City Community to do the same.

NOW, THEREFORE, THE CITY COUNCIL OF KING CITY RESOLVES AS FOLLOWS:

Section 1. The Mayor and City Council support the passage and renewal of the Washington County Cooperative Library Services Local Option Library Levy, Ballot Measure 34-297 on the May 19, 2020 ballot.

Section 2. This Resolution shall be effective upon its approval and adoption.

INTRODUCED AND APPROVED by the City Council of King City at their regular meeting this 11th day of March, 2020.

City of King City Oregon

Attest:

By: _____
Kenneth Gibson, Mayor

By: _____
Ronnie Smith, City Recorder

RESOLUTION NO. 2020-02

**A RESOLUTION SUPPORTING THE WASHINGTON COUNTY PUBLIC SAFETY LEVY,
BALLOT MEASURE 34-296**

FINDINGS: The Washington County Public Safety Levy was created in 2000, to serve all the residents of Washington County with Sheriff's patrol public safety services, including special enforcement teams, prosecutors, juvenile councilors, probation and parole services, emergency shelters for the homeless victims of domestic violence and mental health response teams.

This is a replacement levy with a tax rate of .47/\$1,000 of assessed property value, a five-cent increase over the current rate. This is the first rate increase since voters approved this levy in 2000.

WHEREAS, this levy includes Emergency shelter and services for women and children of domestic abuse and violence, and Victims' Assistance programs for victims of other crimes; and

WHEREAS, this levy includes mental health response teams that pair a deputy and a mental health clinician together to be sure people in a mental health crisis get medical assistance, often instead of being taken to jail; and

WHEREAS, this levy includes Prevention programs that helped reduce juvenile crime over the past ten years, even as our population has grown in Washington County and the cities; and

WHEREAS, this levy includes Operation of the jail and work release center at full capacity to minimize early release of offenders due to overcrowding; and

WHEREAS, this levy includes Interagency enforcement teams (Major Crimes, Narcotics and Tactical Negotiations) that serve every part of Washington County, including the cities.

**NOW THEREFORE, THE CITY OF CORNELIUS CITY COUNCIL RESOLVES AS
FOLLOWS:**

Section 1. The City Council of King City approves supporting the Washington County Public Safety Ballot Measure 34-296.

Section 2. This resolution is effective immediately upon its enactment by the City Council.

INTRODUCED AND APPROVED by the City Council of King City at their regular meeting this 11th day of March, 2020.

City of King City Oregon

Attest:

By: _____
Kenneth Gibson, Mayor

By: _____
Ronnie Smith, City Recorder



MASTER FEE SCHEDULE

FY 2020-2021

The file can be found at: \\FS1\Share_City\Forms\Finances - Fees - Etc\Master Fee
Schedule\Draft_Master_Fee_Schedule_fy_2020-2021_20190815.docx



City of King City, Oregon

The City of King City provides a full range of municipal services to the community, including police protection, traffic control, and improvement, street maintenance and improvement, planning and zoning regulation, building inspection and regulation. This Master Fee Schedule consolidates all City fees and charges adopted by City Council resolution for the various services that the City provides. Typically, it is updated annually and reflects all fee resolutions passed by Council during the year.

Fee Variance and Waiver Statement

Based upon an unusual circumstance or event, past practices demonstrated hardship or public benefit; the City Manager is authorized to waive or decrease a fee(s) or charge(s) in a particular matter or establish a fee not yet authorized in this schedule. When a new fee is established by the City Manager it shall be incorporated into this document, and it shall be included and specified during the next update to this document.

A waiver or reduction request must be in writing and communicated to the Council to allow an opportunity for comment. If the City Manager or his designee agrees to said waiver or reduction, he/she shall inform the City Council, in writing, of the request and his/her decision, except in minor matters (defined as waivers or reductions valued at \$1,000 or less).

Effective Dates and Resolutions

The FY 2020-2021 Master Fees Schedule fees are effective as of March 12, 2020, with the adoption of resolution #R-2020-03, adopted by City Council on March 11, 2020, which is incorporated in full by this reference.

CITY OF KING CITY
RESOLUTION NO. R-2020-03

A RESOLUTION REVISING FEES, CHARGES, FINES AND ASSESSMENTS OF THE CITY OF KING CITY, OREGON AND RESCINDING RESOLUTION R-2019-11.

WHEREAS, The City adopted Resolution R-2019-11, which outlined a City policy revising fees, charges, fines and assessments of the City of King City and rescinding Resolution R-2018-02

WHEREAS, the City is allowed by law to establish fees, charges and fines that may be assessed individuals requesting services and materials to be supplied by the City staff, or for costs that may be incurred by the City on behalf of any member of the public, or that may be assessed as a fine; and

WHEREAS, the City of King City provides a full range of municipal services to the community, including police protection, traffic control, and improvement, street maintenance and improvement, planning and zoning regulation, and building inspection and regulation. This Master Fee Schedule consolidates all City fees and charges adopted by City Council resolution for the various services that the City provides. Typically, it is updated annually and reflects all fee resolutions passed by Council during the year; and

WHEREAS, prudent use of the City's financial resource requires that the City charge fees sufficient to recover the cost in personnel time and materials to render the service requested; and

WHEREAS, based upon an unusual circumstance or event, demonstrated hardship, or public benefit, the City Manager is authorized to waive or decrease a fee(s) or charge(s) in a particular matter or establish a fee not yet authorized in this schedule. When a new fee is established by the City Manager it shall be incorporated into the Master Fee Schedule, and it shall be included and specified during the next update to the Master Fee Schedule; and

WHEREAS, the City Manager is authorized to make non-substantive changes to Master Fee Schedule (e.g., typographical errors) following passage by City Council; and

WHEREAS, the City Council desires to update its prior master fee schedule to include new fees, charges and fines established by the City Manager and Council.

THE CITY OF KING CITY RESOLVES AS FOLLOWS:

1. Rescind Resolution R-2019-11
2. Adopt the Master Fees, charges, and assessments schedule as authorized in the King City Municipal Code as stated in Exhibit A, which is incorporated in full by this reference:
3. This resolution will take effect on March 12, 2020.

ADOPTED THIS 11TH DAY OF MARCH 2020.

Kenneth Gibson, Mayor

ATTEST:

Ronnie L. Smith, City Recorder

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Labor will be invoiced by Murrysmith staff classification plus 20% City admin cost at the following hourly rates, which are valid from January 1, 2019 to December 31, 2019. After this period, the rates are subject to adjustment.	12
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1. ADMINISTRATION

a. Billable Hourly Rates

Any work performed during overtime hours shall be billed as the calculated hourly rate multiplied by 125 percent. The City Manager and/or department directors are authorized to adjust calculated billings to reflect the impact of unusual circumstances or situations.

Department	<u>Hourly Rate</u>
Community Development, GIS, Records, Court and Public Works Administration	
City Manager	\$ 150
Community Development Director	140
Administrative Specialists	120
Engineering	
Engineering	Current Engineering billing rate
Planning	
Planning Director	140
Senior Planner	120
Associate Planner	100
Assistant Planner	95

Billable Hourly Rates, continued

Department	Hourly Rate
Operations	
City Manager	\$ 150
Operations Supervisor	140
Facilities Maintenance Technician	120
GIS/CADD Specialist	120
Code Compliance	
Code Compliance Coordinator	95
Enforcement Officer	95

b. Public Recordsⁱ

Photo Copy	
i. Black & white single or double-sided	0.25
ii. Color single or double-sided	0.50
Municipal Code Copy	130
Annual Budget/Audit Report	65
Business License Listing	10
Postage	Actual Cost
Other City-created documents	See Billable Hourly Rates. Plus, materials.
Photographs and Videos	
i. Audio Tapes	15
ii. Pictures	5
iii. Negatives	5
iv. Digital Photographs	5
v. Lien Search	25
vi. Police or Admin Policy Manual	30
vii. Zoning letters	25

c. Miscellaneous Administration Fees

Notary Public Fee Schedule According to OAR 160-100-410	
i. For taking an acknowledgment	10
ii. For taking a verification upon a oath or affirmation.	10
iii. For certifying a copy of a document.	
iv. For witnessing or attesting a signature.	
v. For protesting commercial paper (except \$0 for a check drawn on an insolvent financial institution)	10
vi. For administering an oath or affirmation without a signature.	10

2. BUILDING

Building fees include structural, mechanical, plumbing, and electrical charges. Fees are applicable to residential, commercial, and industrial properties unless otherwise specified.

a. Structural Permits

Valuation shall be calculated in accordance with OAR 918-050-0100
(Residential/Commercial/Industrial):

Total Valuation	<u>Fee</u>	<u>Plus each additional \$1,000 or fraction thereof</u>
\$1.00 - \$2,000	\$62.50	for the first \$2,000 in value plus \$9.60 for each additional \$1,000 or fraction thereof
\$2,001 - \$25,000	62.50	for the first \$25,000 in value plus \$7.50 for each additional \$1,000 or fraction thereof
\$25,001 - \$50,000	283.30	for the first \$50,000 in value plus \$5.47 for each additional \$1,000 or fraction thereof
\$50,001 - \$100,000	470.80	for the first \$50,000 in value plus \$5.47 for each additional \$1,000 or fraction thereof
\$100,001 - \$250,000	744.30	for the first \$100,000 in value plus \$3.90 for each additional \$1,000 or fraction thereof
\$250,001 - \$600,000	1329.30	for the first \$250,000 in value plus \$3.85 for each additional \$1,000 or fraction thereof
\$600,001 - \$1,200,000	2676.80	for the first \$600,000 in value plus \$3.51 for each additional \$1,000 or fraction thereof
\$1,200,001 - \$2,000,000	4782.80	for the first \$1,200,000 in value plus \$2.73 for each additional \$1,000 or fraction thereof
\$2,000,001 and up	6966.60	for the first \$2,000,000 in value plus \$2.72 for each additional \$1,000 or fraction thereof.
State Surcharge	12%	of the building permit fee
Building Plan Review	65%	of the building permit fee
Fire and Life Safety Plan Review	40%	of the building permit fee
Solar Installation Permits		
a) Prescriptive system	150	
b) Non-Prescriptive system		shall have permit fees and plan review calculated in accordance with the above fee schedule

Phased Projects	Fee \$200	plus 10% of the total project building permit fee not to exceed \$1,500 for each phase.
Deferred Submittals	65%	of the building permit fee calculated according to OAR 918-050-0110 (2) and (3) using the value of the particular deferred portion or portions of the project, with minimum fee of \$200.00. This is in addition to the project plan review fee based on the total project valuation.

Residential Fire Suppression Permits (Stand Alone System)

See plumbing permit for multipurpose or continuous loop system

	Fee
0 sq. ft. to 2,000 sq. ft.	\$115
2,001 sq. ft. to 3,600 sq. ft.	160
3,600 sq. ft. to 7,200 sq. ft.	220
7,201 sq. ft. and greater	309

Other Inspections and Fees

Re-inspection	\$85/inspection
Each additional inspection over the allowable	85/inspection
Inspections for which no fee is specifically indicated	85/inspection
Investigation fee	85/hour
Additional plan review	89/hour
Inspections outside normal business hours (minimum charge of 2 hours)	127.50/hour

b. Mechanical Permits

Residential:

	Fee
Heating/Cooling	
Furnace up to 100,000 BTU (including ducts and vents)	\$14
Furnace 100,000 BTU and over (including ducts and vents)	17.40
Floor furnace (including vent)	14
Air conditioner	14
Heat pump	14
Mini-split system	14
Ductwork	14
Hydronic hot water system	14
Residential boiler (radiator or hydronic)	14
Unit heaters (fuel-type, not electric), in-wall, in-duct, suspended	14
Suspended heater, wall heater, or floor mounted heater	\$14
Flue / vent for any of above	10
Repair units	12.15
Vent not included in appliance permit	6.80
Other heating / cooling	14

Other Fuel Appliances

Water heater	10
Gas fireplace	10
Flue vent for water heater or gas fireplace	10
Log lighter (gas)	10
Wood / pellet stove	10
Wood fireplace / insert	10
Chimney / liner / flue / vent	10
Other fuel appliances	10

Environmental Exhaust & Ventilation

Range hood/other kitchen equipment	10
Clothes dryer exhaust	10
Single-duct exhaust (bathrooms, toilet compartments, utility rooms)	6.80
Attic / crawlspace fans	10
Other environmental exhaust & ventilation	10

Fuel Piping

For first four (4)	5.40
Each additional over four (4)	1

Boiler / Compressor / Absorption System

<3HP: absorb unit to 100K BTU	14
3-15 HP: absorb unit 100K to 500K BTU	25.60
15-30 HP: absorb unit .5-1 mil BTU	35
30-50 HP: absorb unit 1-1.75 mil BTU	52.20
>50 HP: absorb unit >1.75 mil BTU	87.20

Other

Air handling unit to 10,000 CFM	10
Air handling unit 10,000 CFM+	17.20
Non-portable evaporate cooler	10
Vent fan connected to a single duct	6.80
Ventilation system not included in appliance permit	10
Hood served by mechanical exhaust	10
Domestic incinerators	17.40
Commercial or industrial type incinerator	69.95
Other units, including wood stoves	10

Minimum Permit Fee	72.50
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State Surcharge	12% of the mechanical permit fee
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Mechanical Permits (cont.)

Mechanical Plan Review Fee	25% of the mechanical permit fee
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Commercial/Industrial:

Valuation shall be calculated on the value of the equipment and installation costs. Use this section for commercial installation, replacement or relocation of non-portable mechanical equipment, or mechanical work not covered previously. Indicate the value of all mechanical labor, materials, and equipment.

Total Valuation:	<u>Fee</u>	<u>Other Fees</u>
\$1 to \$5,000	\$72.50	\$ -
\$5,001 to \$10,000	72.50	for first \$5,000 and \$1.52 for each additional \$100 or fraction thereof, to and including \$10,000
\$10,001 to \$25,000	148.50	for first \$10,000 and \$1.54 for each additional \$100 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	379.50	for first \$25,000 and \$1.45 for each additional \$100 or fraction thereof, to and including \$50,000
\$50,001 and up	742	for first \$50,000 and \$1.20 for each additional \$100 or fraction thereof
Minimum Permit Fee		72.50
State Surcharge		12% of the mechanical permit fee
Mechanical Plan Review Fee		25% of the mechanical permit fee
Other Residential, Commercial and Industrial Mechanical Inspections and Fees		
Re-inspection		62.50/inspection
Each additional inspection over the allowable		62.50/inspection
Inspections for which no fee is specifically indicated		62.50/inspection
Investigation fee		62.50/hour
Additional plan review		62.50/hour
Inspections outside normal business hours (minimum charge of 2 hours)		62.50/hour

c. Plumbing Permits

Medical Gas - Plumbing permit fees for medical gas shall be determined, based on the value of installation costs and the system equipment, including, but not limited to, inlets, outlets, fixtures, and appliances, and applied to the City's fee schedule with a set minimum fee. The plan review fee shall be equal to 25% of this permit fee.

Total Valuation	Fee	Other fees
\$1.00 to \$5,000	\$72.50	
\$5,001 to \$10,000	72.50	for first \$5,000 and \$1.52 for each additional \$100 or fraction thereof, to and including \$10,000
\$10,001 to \$25,000	148.50	for first \$10,000 and \$1.54 for each additional \$100 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	379.50	for first \$25,000 and \$1.45 for each additional \$100 or fraction thereof, to and including \$50,000
\$50,001 and up	742	for first \$50,000 and \$1.20 for each additional \$100 or fraction thereof

New 1-2 family dwellings (includes 100 feet for each utility connection)	Fee
SFR (1) bath	\$249.20
SFR (2) bath	350.00
SFR (3) bath	399.00
Each additional bath/kitchen	45.00
Rain drain, single family dwelling	65.25

Site Utilities	
Catch basin or area drain	16.60
Drywell, leach line, or trench drain	16.60
Manufactured home utilities	110.00
Manholes	16.60
Rain drain connector	16.60
Footing drain – 1 st 100'	55.00
Footing drain – each additional 100'	46.40
Sewer – 1 st 100'	55.00
Sewer – each additional 100'	46.40
Water service – 1 st 100'	55.00
Water service – each additional 100'	46.40
Storm & rain drain – 1 st 100'	55.00
Storm & rain drain – each additional 100'	46.40
Interior mainline (sewer or water piping) – 1 st 100'	55.00
Interior mainline (sewer or water piping) – each addt' l 100'	46.40

Fixture or item	
Absorption valve	16.60
Commercial backflow prevention device	46.40
Residential backflow prevention device	27.55
Backwater valve	16.60

Plumbing Permit (cont.)

	16.60
Clothes washer	
Dishwasher	16.60
Drinking fountain	16.60
Ejectors/sump	16.60
Expansion tank	16.60
Fixture/sewer cap	16.60
Floor drain / floor sink / hub	16.60

Fixture or item

Garbage disposal	16.60
Hose bib	16.60
Ice maker	16.60
Interceptor / grease trap	16.60
Primer	16.60
Roof drain (commercial)	16.60
Sink / basin / lavatory	16.60
Tub / shower / shower pan	16.60
Urinal	16.60
Water closet	16.60
Water heater	16.60

Minimum Permit Fee

72.50

State Surcharge

12% of the plumbing permit fee

Plumbing Plan Review Fee25% of the plumbing permit fee when applicable
(OAR 918-780-0040)**Residential Fire Suppression Permits (multipurpose or continuous loop system)****Fee**

0 sq. ft. to 2,000 sq. ft.	\$115
2,001 sq. ft. to 3,600 sq. ft.	160
3,600 sq. ft. to 7,200 sq. ft.	220
7,201 sq. ft. and greater	309

Other Inspections and Fees

Re-inspection fee	72.50/inspection
Each additional inspection over the allowable	72.50/inspection
Inspections for which no fee is specifically indicated	72.50/inspection
Investigation fee	72.50/hour
Additional plan review	89/hour
Inspections outside normal business hours (minimum charge of 2 hours)	108.75/hour

d. Electrical Permits

New 1-2 family dwellings (includes attached garage)

1,000 square feet or less	\$145.15
Each additional 500 square feet or portion	33.40
Limited energy, residential	75.00
Limited energy, non-residential	75.00
Each manufactured or modular dwelling, service and/or feeder	90.90

Services or feeders installation, alteration, and/or relocation

200 amps or less	80.30
201 amps to 400 amps	106.85
401 amps to 600 amps	160.60
601 amps to 1,000 amps	240.60
Over 1,000 amps or volts	454.65
Reconnect only	66.85

Temporary services or feeders installation, alteration, and/or relocation

200 amps or less	66.85
201 amps to 400 amps	100.30
401 amps to 600 amps	133.75

Branch circuits – new, alteration, or extension, per panel

Fee for branch circuits <i>with</i> service or feeder fee, each branch circuit	6.65
Fee for branch circuits <i>without</i> service or feeder fee, each branch circuit	46.85
Each additional branch circuits	6.65

Miscellaneous (service or feeder not included)

Pump or irrigation circle	53.40
Sign or outline lighting	53.40
Signal circuit(s) or limited-energy panel, alteration, or extension	75.

Renewable Energy

	Fee
5KVA	80.30
5.01-15KVA	106.85
15.01-25KVA	160.60
Wind generation 25-50KVA	240.60
Wind generation 50-100KVA	454.65
Solar generation excess of 25KVA, charge an additional 8/KVA, No increase beyond the calculation for 100KVA	

State Surcharge

12% of the electrical permit fee

Electrical Plan Review Fee

25% of the electrical permit fee when applicable
(OAR 918-780-0040)

Electrical Permits (cont.)

Other Inspections and Fees

Re-inspection fee	62.50/inspection
Each additional inspection over the allowable	62.50/inspection
Inspections for which no fee is specifically indicated	62.50/inspection
Investigation fee	62.50/hour
Additional plan review	89/hour
Inspections outside normal business hours (minimum charge of 2 hours)	93.75/hour

e. Permit Related Fees

State surcharge shall be collected in an amount as required by State Law.

Building Moving/Demolition Permits

Deposit for services	\$500
Services	Billable Hourly Rates
Plan Review Fee	75% of the permit fee

Administrative fee for refunds

20% of the permit fee

3. BUSINESS REGISTRATION

Business Registration is required annually for all businesses doing business in the City. There will be no prorating of tax for any business.

Standard first-year base fee (original business tax)	\$ 150
Renewal after the first year	100
3 months of any year	65
Temporary business (up to 30 days)	45

Delinquent Registration	10% of the original business tax plus interest at 9% per annum from the due date until full payment is received
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Business Registrations are considered delinquent thirty (30) day after July 1st every year.

Failure to register business see section 12 Violations of the Municipal Code.

Metro Business License versus City Business Registration or Both:

Instead of obtaining separate business licenses/registrations within each Portland-area City that you conduct business in, you can purchase a single license from Metro to construct, alter, and repair structures in 20 cities that have licensing/registration requirements in the metropolitan area, excluding Portland. The license covers all construction trades, both commercial and residential, as well as all landscape contractors. Exception: if your principal place of business is inside the City of King City, the business is required to apply for a City of King City Business Registration in addition to the Metro license.

For Metro applications, contact Metro at 503-797-1620 or visit their website at: <http://www.oregonmetro.gov/tools-working/regional-contractors-business-license>

4. PARKING in ROW

Parking Permit Fees

Permits under this section are not prorated and must be paid before the permit is issued.

Recreational Vehicles (monthly)	\$ 30
PODS (up to 48 hours)	\$25
Street parking permit (annually)	\$50
Maximum (3 permits per year per address)	\$120

5. FACILITY FEES

Council Chambers – a minimum of two hours and a max of 7 hours.	\$35
Chambers is only rentable during normal business hour M-F from 9 am to 5 pm.	per Hour

Parks & Recreation

Service Contracts for classes and activities

Fees for each class and activity shall be set at 15% of the fee charged for the classes and activities.

Reservations charges

All fields and court reservations will be charged at two-hour (2) blocks. No refunds will be issued.

There will be open play/field* for residents, please check the schedule online.

Tennis Court	\$10
Basketball Court	\$10
Baseball / Softball fields*	\$55
Soccer East Field*	\$55
Soccer West Field*	\$55
Soccer Full Field (East and West)*	\$55
Gazebo	\$35

* Gold Star Sponsor > than \$10,000 subject to terms of use.

* Open Play/field – Open to everyone (no reservations needed or there is currently no reservations)

City reserves the right to reuse or reject access for violations of city ordinances, rules, and policies

6. ENGINEERING

Engineering fees consist of inspections, permits, printed and electronic maps, as well as erosion control charges.

Labor will be invoiced by Murrysmith staff classification plus 20% City admin cost at the

following hourly rates, which are valid from January 1, 2019 to December 31, 2019. After this period, the rates are subject to adjustment.

a. Engineering Labor

Principal Engineer VI	\$308.00
Principal Engineer V	297.00
Principal Engineer IV	285.00
Principal Engineer III	273.00
Principal Engineer II	263.00
Principal Engineer I	241.00
Professional Engineer IX	230.00
Engineering Designer IX	222.00
Professional Engineer VIII	219.00
Engineering Designer VIII	210.00
Professional Engineer VII	207.00
Engineering Designer VII	200.00
Professional Engineer VI	198.00
Engineering Designer VI	190.00
Professional Engineer V	186.00
Engineering Designer V	178.00
Professional Engineer IV	175.00
Engineering Designer IV	175.00
Professional Engineer III	170.00
Engineering Designer III	170.00
Engineering Designer II	156.00
Engineering Designer I	144.00
Technician IV	172.00
Technician III	151.00
Technician II	130.00
Technician I	110.00
Administrative III	120.00
Administrative II	110.00
Administrative I	102.00

b. Inspections and Permits

Right-of-Way Permit Applications	
Construction Permit Application	\$ 250
Sidewalk Permit	50
Street Opening Permit	65
Right-of-Way Use Permit	65
Major Encroachment Permit Application	150
Minor Encroachment Permit Application	50
Right-of-way Re-inspection (beyond standard of 2)	95
5-Year Moratorium Surcharge:	
1 st year of moratorium	Not Allowed
2 nd year of moratorium	\$250 per square foot
3 rd year of moratorium	\$200 per square foot
4 th year of moratorium	\$150 per square foot
5 th year of moratorium	\$100 per square foot

Grading Permit	
Minor (0 to 100cy)	150
Major (100+ cy)	250
Floodplain Review	Actual Costs
Inspection	Actual Costs
Street Vacation/Rename Request	\$2,500 Deposit (actual cost billed per hourly rate)
Franchise Permit Application	2,000
Transportation Fee Review Application	\$75 Deposit (actual cost billed per hourly rate)
Appeal to City Council	600

c. Plan Review and Construction Observation Cost ¹

1. When a developer constructs public improvements including but not limited to streets, water and sewer lines, with the development of land using private funds and the developer elects to utilize the services of the City Engineer in connection with the design, installation and inspection of such improvements, the developer shall deposit with the City Recorder for payment of such services a sum equal to 12 percent of the estimated cost of construction of said improvements or, if the City Engineer does not prepare bid documents for the construction or improvements, then the deposit shall be in an amount equal to 10 percent of the actual cost of construction as determined by the award of a successful bid.
2. In the event a developer elects to utilize the services of a licensed engineer to design or supervise the installation of the improvements of streets, water and sewer lines or other public improvements that are to be installed in the City of King City in conjunction with the development of land using private funds, then such plans and construction of improvements shall be reviewed and inspected by the City Engineer for determination that the same are in compliance with the applicable standards of the City for such improvements.

The developer shall deposit with the City Recorder an amount equal to five (5) percent of the estimate of the "actual cost" of the total project, all public and private improvements, excluding buildings, to cover the actual cost of the City Engineer, Planning Consult and city staff services (review, inspection and accounting) but in no event less than the sum of \$150.00 for such services. All engineering plans must be accompanied by the appropriate cost estimate and fee before review is undertaken.

For all projects \$50,000.00 or greater city staff will document and keep an accounting of the actual time and costs spent to process the review and inspection of all public improvements including staff and consultant time at final inspection. Any portion of the deposit not used will be refunded.

If the cost to review, inspect and account for the improvements exceeds the deposit, then the applicant shall pay the difference.

3. All deposits received by the City Recorder under the provisions of Section 1 and 2 above shall be deposited in the appropriate Capital Improvement fund for appropriation to the proper expenditure (consultant, staff time or reimbursement).

¹ Engineering Services Pursuant to ORS 92.097
FY 2018 Master Fee Schedule

Electronic Drawings:

Paper – All sizes	\$ 5
Other format (plus \$70/hr. for additional work)	7
Reproduction charges (\$0.10 for additional pages)	\$ 1

Printed and Electronic Maps (GIS)**Standard Selection of GIS maps**

Full Sheet (34" x 44")	\$ 65
1/2 Sheet (22" x 34")	55
1/4 Sheet (17" x 22")	45
1/8 Sheet (11" x 17")	15
Electronic file (via electronic mail in PDF, JPG, GIF or TIF formats)	12
Electronic file (for mailed media includes postage, handling, and charges)	\$ 25

Aerial Maps

Full Sheet (34" x 44")	\$ 65
1/2 Sheet (22" x 34")	55
1/4 Sheet (17" x 22")	45
1/8 Sheet (11" x 17")	15
Electronic file (via electronic mail in PDF, JPG, GIF, or TIF formats)	12
Electronic file (for mailed media includes postage, handling, and charges)	\$ 25

Custom Maps

Flat charge per Hour plus cost of materials	See Billable Hourly Rates
Electronic file (for mailed media includes postage, handling, and charges)	See Billable Hourly Rate

7. MISCELLANEOUS**Miscellaneous Permits**

Filming Permit – Fee varies based upon production budget and time to review application. Fee may be waived under certain conditions. Up to \$ 1,200

Temporary Event Permit – Fee may be charged to cover costs incurred by the City for assisting with an event. Staff time will be based upon billable hourly rates. \$5.00

8. MUNICIPAL COURT

King City Municipal Court collects fines for traffic citations, parking violations, and miscellaneous programs approved by the Judge. Traffic fine amounts are set by State legislature based on the offense classification.

Fees and Charges

Payment Plan Installment Fee	\$ 2 5
Failure to Appear	75
Reinstatement Fee	15
Returned Check Fee	30

Traffic Fines

Penalty	Presumptive Fine ORS 153.019	Special Zone Fine ORS 153.020
Class A	\$ 440	\$ 875
Class B	265	525
Class C	165	325
Class D	\$ 115	\$ 225

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Parking Fines

Abandoned Vehicle	\$ 80
Angle Parking	40
Bicycle Lane	80
Blocking Driveway	65
Blocking Mail Box	30
Blocking Disabled Parking Space	300
Blocking Emergency Vehicles	80
Bank Zone/Bus Zone/Taxi Zone	50
Construction Zone	65
Hotel/Motel Zone	30
For Hire Zone	30
Double Parking	50
During Prohibited Times	50
Emergency/Safety Zone	80
10 ft. from Fire Hydrant	30
Head in Only Parking	50
Leaving Motor Running	30
Leaving Keys in Vehicle	30
Loading Zone	30
No Parking Zone/Tow Away Zone	65
On Crosswalk/Sidewalk	30
Over 1 Ft. from Curb	30
Over Space Line	30
Overtime Parking	30
Permit Only Parking	50
Traffic Hazard	80
Disabled Parking Space	300
Residential Parking Zone	50
Reserved/Restricted Area	30
School Zone	65
Wrong Side of Street	30
Where Prohibited	50
Parking not listed	30

9. PLANNING

The City Planning Department oversees land use applications, annexations, special requests, and procurement of City maps and master plans.

Land Use Applications

The following standard base fees apply to all land use applications listed below. Some applications may require additional fees as described below under Additional Application Fees:

Application Category	Application Type	Base Fee
Administrative Review – permit action identified in Title 16 as administrative actions.		
City Manager Review – uses and activities permitted through City Manager review as identified in Title 16.		
Accessory Dwelling Unit		
Annexation	Less than 10 acres	\$2,000
	More than 10 acres	\$2,700
Reconsideration of motion	To Planning Commission	\$200
Appeal of Decision	To Planning Commission	\$250
	To City Council	\$600
Communication Facilities and Structures	Administrative Review	See above
	City Manager Review	See above
Planning Commission review		
Community Development Code and/or Zoning Map Amendment	Title 16 text/zoning map amendment	\$2,500
Comprehensive Plan Amendment	Text and/or map	\$2,500
Conditional Use		\$1,500
Expedited Land Division		\$2,500
Flood Plain and Drainage Hazard	City Manager review	\$1,200
	Planning Commission review	\$2,000
Goal 5 Safe Harbor		\$800
Home Occupation	Type I	\$350
	Type II	\$1,050
Lot Line Adjustment		\$500
Partition	Minor Partition – Preliminary Plat	\$850
	Major Partition– Preliminary Plat	\$850
	Minor Partition – Final Plat	\$850
	Major Partition– Final Plat	\$850
Planned Development		
Site Plan Review		\$2,200
Subdivision	Preliminary Plat	\$2,000
	Final Plat	\$800
	Replat	\$1,500
Temporary Use		\$250
Fence Permit		\$25
Variance		\$900

Tree Removal Permit

Within the boundary of King City, there are three (3) different types of trees are recognized by the King City Development Code:

- **Naturally occurring or planted trees** – that are not related to any development approval. These could either be on private property, public property, or public ROW. These are generally the ones referred to in CDC 16.128 that are $\geq 6"$ dbh.
- **Landscape trees** – these were required as a condition of development approval. These would be on private property. The requirements would be based on CDC 16.124 and the relevant conditions for development approval.
- **Street trees** – within the public ROW. These are the property of the city and can't be removed or pruned without city approval. It is still the abutting home owner's responsibility to repair and maintain the street tree per King City Municipal Code 12.08. Note: this might include "yard trees" in the original portion of King City, which was developed in the 1960 through 1980.

Application Category	Application Type	Base Fee
Tree Removal Permit	Permit	\$50
Street Tree Removal Permit	Permit	\$100 per tree
Complex Tree Removal	Permit (maximum \$5,000)	\$200 per tree

In any case, the City manager may ask the applicant to consult with an [ISA certified arborist](#) about preserving the tree and file the report with the permit application to the City.

For all street tree and complex tree removal permits, the applicant must consult with an [ISA certified arborist](#) about preserving the tree and file the report with the permit application to the City.

Please note all Street trees require a tree removal permit. In accordance with King City CDC 16.128.040§B – The City Manager may require additional information from the Applicant to properly evaluate the application. If an independent review is deemed necessary the City may require a deposit from the Applicant sufficient to cover an independent evaluation by an ISA Certified Arborist of the City's choosing.

A Public Right-of-Way permit application is required for the repair of the sidewalk.

Discounts for Land Use Applications

Discount

Two or More Applications (no discount for most expensive application) b This discount applies to applications which relate to the same unit of land and which will be reviewed and decided concurrently.

25%

Senior Citizens	10%
Seniors must be at least 65 years of age and must be the property owner. Applicant may only receive one discount.	

Early Assistance

Pre-application meeting:

First meeting	\$325
Second meeting	No Fee
Third and subsequent meetings ¹	100/mtg.

Sign Permit Review and Inspections

Additional Planning Inspection Fee	50
Original Art Mural ²	100
Sign Permit Review (per sign area) 0-25 sq. ft.	65
Sign Permit Review (per Sign area) All square footage in excess of 25'	\$2.00/sq.ft.
Temporary Sign Permit	35

Permit Review and Inspections

Additional Planning Inspection Fee	50
Engineer Plan Review and Construction Observation Cost	See Engineering

Materials

Most materials are available online for free or contact Planning for additional information:
http://www.ci.king-city.or.us/departments/community_development/index.php

Community Development Code (free online)	\$ 51
Comprehensive Plan (free online)	51
GIS Maps (e.g., large Zoning Map)	See Engineering

¹ Applies to optional meetings attended by a maximum of two City staff. No written notes provided.

² The sign code (CDC 16.148) doesn't allow wall murals. They would simply be considered wall signs and subject to the maximum size requirements for commercial signs in 16.148.030 C.

10. POLICE

The City's Police Department collects fees for permits, licenses, and other miscellaneous services listed below:

Permits/Licenses

Alarm Permit—Original Residential	\$45
Alarm Permit— Original Business	45
Alarm Renewal – Every three years	10
False Alarms	See page 23
Liquor License (Original Application)	100
Liquor License (Name or Other Change)	75
Liquor License (Renewal Application)	35
Liquor License (Temporary License)	\$ 35

Police Reports

Video tape copy	\$ 35
Police report	15
Photo CD	15
Traffic Citation Discovery	\$ 10
(additional research charges may apply for unusual/complex requests)	

Police Services

False Alarm Response (first three)	No cost
False Alarm Response (each alarm after third)	\$ 160
Good Conduct Background Letter	5
Vehicle Impound	100

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11. SYSTEMS DEVELOPMENT CHARGES & CONSTRUCTION EXCISE TAXES

Please note that fees associated with Water, Sanitary, and Stormwater are estimated based on the information provided by the respective organization and may be subject to additional fees and terms. Based on Oregon State Statute (ORS 223.304), the charges are broken down into three components; (1) reimbursement (to recover existing facility capacity available for growth), (2) improvement (to recover planned capacity improvements for growth), and (3) administration (to recover direct costs).

Stormwater System Development Charge

The stormwater unit is equal to 2640 square feet of impervious surface on the property.

	Reimbursement	Improvement	Administration	TOTAL
Single Family Detached	-	\$510	-	\$510
Apartments	-	\$510	-	\$510
Residential Condominium	-	\$510	-	\$510
Manufactured Housing	-	\$510	-	\$510
Hospital/Nursing Home/Daycare		\$510	-	\$510

Sanitary System Development Charge

This charge is set by the Cleanwater Services. Rates herein are updated as changes are adopted by their governing board.

	Reimbursement	Improvement	Administration	TOTAL
Single Family Detached	-	\$5,300	-	\$5,300
Apartments	-	\$5,300	-	\$5,300
Residential Condominium	-	\$5,300	-	\$5,300
Manufactured Housing	-	\$5,300	-	\$5,300
Hospital/Nursing Home/Daycare		\$5,300	-	\$5,300

Engineering Development Charge

Single-Family Detached	\$26.50 per Application
Apartments/Multi-Family Dwellings	\$26.50 per Application
Residential Condominium	\$26.50 per Application
Manufactured Housing	\$26.50 per Application
Non-Residential	\$26.50 Per Application

Planning Development Charge

Single-Family Detached	\$27.50 per Application
Apartments/Multi-Family Dwellings	\$27.50 per Application
Residential Condominium	\$27.50 per Application
Manufactured Housing	\$27.50 per Application
Non-Residential	\$27.50 Per Application

Reserve space for Transportation System Development Charge

Exhibit A

Parks and Recreation System Development Charge

The following Parks SDCs are based on formulas contained in Resolution R-06-10. These figures will be adjusted annually per the Construction Cost Index (CCI).

Single-Family Detached	\$3,195 per ERU
Apartments/Multi-Family Dwellings	\$1,981 per ERU
Residential Condominium	\$1,981 per ERU
Manufactured Housing	\$2,876 per ERU
Commercial	\$1,936 per 1,000 S.F.
Retail/restaurant/Nigh Club	\$1,936 per 1,000 S.F.
Industrial/School/Assembly Hall/Motel &Hotel	\$1,613 per 1,000 S.F.
Hospital/Nursing home/day care	\$2,420 per 1,000 S.F.

School Construction Excise Tax

This charge is set by the Tigard – Tualatin School District. Rates herein are updated as changes are adopted by their governing board.

Residential	\$ 1.35 per square foot
Non-Residential	\$ 0.67 per square foot
Non-Residential Maximum	\$33,700

Metro Construction Excise Tax

This charge is set by Metro. Rates herein are updated as changes are adopted by their governing board.

Metro Construction Excise Tax	.12%	of	Valuation	(Value*
.0012=Tax)				

Permits for construction projects valued at \$100,000 or less will be exempted from this tax as well as permits for development of affordable housing units and permits issued to 501(c)(3) nonprofit organizations for other projects aimed at serving low-income populations. Permits for construction valued at more than \$10 million will be assessed a flat \$12,000 fee (0.12 percent of \$10million).

Transportation Development Tax (TDT)

This charge is set by Washington County. Rates herein are updated as changes are adopted by their governing board. [Please see TDT tax rate schedule for more details.](#)

Single-Family Detached	\$8,968 per Dwelling Unit
Apartments	\$5,867 per Dwelling Unit
Residential Condominium/Townhouse	\$5,364 per Dwelling Unit
Manufactured Housing (in Park)	\$4,487 per Dwelling Unit
Assisted Living	\$2,772 per Bed
Continuing Care Retirement	\$2,803 per Unit
Commercial/Services	See TDT Tax Rate Schedule
Motel &Hotel	\$2,545 per room

12. VIOLATIONS OF THE MUNICIPAL CODE

Violation of the King City Municipal Code may result in the following fees or penalties. Each day that a violation exists is a separate offense.

General

General penalty (applies to any Municipal Code violation where no other penalty is specified)	\$ 150 to 200
Third or subsequent violation (applies to any Municipal Code violation)	1,000
Nuisance violations	Maximum 720
Noise control violation	Maximum 500
Commercial Garbage Containers/Solid waste violation	50 per day
Smoking Restrictions (applies to any Municipal Code title 8 violation)	50

Animal Control Penalties per Title 6.04

First Violation Not less than	\$50
Not more than	100
All Subsequent Offenses Not less than	150
Not more than	500

Dog and Cats Penalties per Title 6.08

Violation	500
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Engineering Penalties

Flood hazard violation	up to 1,000
Right-of-way encroachment	up to 250
Unpermitted tree cutting in the public right-of-way	\$ 1,000

Police Penalties

No active alarm permit on file for property (when dispatched)

First Offense	\$0
Second Offense	55
Third Offense	85
Four or more	150
Failure to Obtain Alarm Permit	50
Alarm Certificate of Reinstatement	25

Traffic violation penalty at least 50% of maximum under Oregon Statute

Planning Penalties

Violation of Sign Ordinance	\$100 Per day
Removal and Storage of Nuisance signs	\$50 per day

Business Registration Penalties

Violation of business registration requirements	\$100 Per Day
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**City of King City
15300 S.W. 116th
Avenue
King City, Oregon
97224**

503-639-4082

<http://www.ci.king-city.or.us/>

ⁱ Public Record, City Parking Permit, and City Parking fines sections were increased by the Consumer Price Index-All Urban Consumers. Base period was 1982-84=100. Year range was 2005 to 2017 and was rounded to the nearest five dollars in 2018.

**2040 PLANNING AND DEVELOPMENT GRANT
INTERGOVERNMENTAL AGREEMENT
Metro – City of King City
King City Master Planning**

This 2040 Planning and Development Grant Intergovernmental Agreement (this “Agreement”) is entered into by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland OR, 97232 (“Metro”), and the City of King City, a municipality of the State of Oregon, located at 15300 SW 116th Avenue, King City, Oregon, 97224 (the “City”). Metro and the City may be jointly referred to herein as the “Parties” or each, individually as a “Party”.

RECITALS

WHEREAS, Metro has established a Construction Excise Tax (“CET”), Metro Code Chapter 7.04, which imposes an excise tax throughout the Metro regional jurisdiction to fund regional and local planning that is required to make land ready for development after inclusion in the Urban Growth Boundary; and

WHEREAS, the CET is collected by local jurisdictions when issuing building permits, and is remitted to Metro pursuant to Intergovernmental Agreements to Collect and Remit Tax entered into separately between Metro and the local collecting jurisdictions; and

WHEREAS, the City has submitted a 2040 Planning and Development Grant Request attached hereto as **Exhibit A** and incorporated herein (the “Grant Request”) for the King City Master Planning (the “Project”); and

WHEREAS, Metro has agreed to provide 2040 Planning and Development Grant Funds to the City for the Project in the amount of \$350,000 subject to the terms and conditions set forth herein (the “Grant Funds”), and the Parties wish to set forth the timing, procedures and conditions for receiving the Grant Funds from existing CET funds for the Project. In addition to the Grant Funds, \$50,000 in matching funds from the City and other local and regional economic development partners are available and will be used to fund the Project budget.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. **Metro Grant Award.** Metro shall provide the Grant Funds to the City for the Project as approved by the Metro Council in Resolution 19-5002 and as described in the Grant Request, subject to the terms and conditions specified in this Agreement.
2. **Project Management and Coordination.** The Parties have appointed the staff identified below to act as their respective project managers (each a “Project Manager” and collectively “Project Managers”) with the authority and responsibility described in this Agreement:

For the City:	Michael Weston City Manager City of King City 503-639-4082 mweston@ci.king-city.or.us
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For Metro: Tim O'Brien
Principal Planner
Metro
600 NE Grand Avenue
Portland, OR 97232
503-797-1840
tim.o'brien@oregonmetro.gov

Metro and the City may each designate an additional or replacement Project Manager by providing written notice to the other party.

3. Mutual Obligations of both the City and Metro. The Parties and their respective Project Managers will collaborate to oversee the successful implementation of the Project as follows:

- (a) Selection of Consultants. The Project Managers will work together to identify consultants best qualified to perform the scope of work described in the Consultant Contract, attached hereto as Exhibit B. The Project Managers and any additional reviewers selected by the Parties will jointly review proposals from consultants and select a mutually agreeable consultant team to perform the work required to successfully complete the Project.
- (b) Schedule of Milestones. The Parties have agreed to a preliminary schedule of milestones for completion of the Project, which is attached hereto as **Exhibit C** (the "Milestones"). After the Project Managers have selected a consultant team as described in subsection 3(a), the Parties each expressly delegate authority to their respective Project Managers to prepare a revised schedule of Milestones that will provide more detailed performance timelines for the Project, including specific consultant and/or City deliverables for each Milestone, and establishing the amount of Grant Funds to be disbursed by Metro upon satisfactory completion of each Milestone. The Parties agree that once the Milestones are supplemented and revised by the Project Managers in accordance with this subsection, **Exhibit C** shall be automatically amended and the revised Milestones will become final and binding on the Parties unless and until later amended as allowed under paragraph 10 of this Agreement.
- (c) Project Committee(s). The Project Managers will jointly determine the role of the Project steering/technical/advisory committee(s), if any, and the composition of such committees or other bodies. Metro's Project Manager will participate as a member of any such committee.

4. City Responsibilities. The City shall perform the work on the Project described in the Grant Request, and as specified in the Milestones, subject to the terms and conditions specified in this Agreement.

- (a) Use of Grant Funds. The City shall use the Grant Funds it receives under this Agreement only for the purposes specified in the Grant Request and to achieve the Milestones as set forth in this Agreement. In the event that unforeseen conditions require adjustments to the Project scope, approach, or schedule, the City shall obtain Metro's prior written approval before implementing any revisions to the Project.
- (b) Consultant Contract(s). After the Project Managers have selected the consultant team and completed a revision of the Milestones as described above in section 3, the City shall enter into a contract(s) with the selected consultant team to complete the work as described in the Milestones as revised. The contract(s) entered into by the City shall reference this agreement and reflect the Scope of Work and the Milestones, as revised.

- (c) Submittal of Grant Deliverables. Within 30 days after completing each of the Milestones, the City shall submit to Metro all required deliverables for such Milestone, accompanied by an invoice describing in detail its expenditures as needed to satisfy fiscal requirements. Deliverables must be submitted to Metro as outlined in the Milestones, as revised; the City shall not submit additional deliverables and invoices to Metro for later Milestones until Metro has reviewed and approved all prior deliverables under paragraph 5 of this Agreement.

5. Metro Responsibilities. Metro's funding commitment set forth in this Agreement shall be fulfilled solely through CET funds; no other funds or revenues of Metro shall be used to satisfy or pay any CET grant commitments. Metro shall facilitate successful implementation of the Project and administration of Grant Funds as follows:

- (a) Advisory Role. The Metro Project Manager shall take an active role as part of the Project Advisory Team and at the request of the City Project Manager will review and comment on draft project documents to communicate any concerns prior to the formal submission of the deliverables for each Milestone.
- (b) Review and Approval of Grant Deliverables. Within 15 days after receiving the City submittal of deliverables as set forth in the Milestones (as revised), Metro's Project Manager shall review the deliverables and either approve the submittal, or reply with comments and/or requests for further documentation or revisions that may be necessary. The Metro Project Manager shall determine whether the deliverables submitted are satisfactory in meeting the Scope of Work and the applicable Milestones.
- (c) Payment Procedures. Subject to the terms and conditions in this Agreement, Metro shall reimburse the City for its eligible expenditures for the applicable deliverable as set forth in Revised Exhibit C within 30 days following the Metro Project Manager's approval of deliverables, invoices and supporting documents.

6. Project Records. The City shall maintain all records and documentation relating to the expenditure of Grant Funds disbursed by Metro under this Agreement, as well as records and documentation relating to the financial match being provided by the City for the Project. Records and documents described in this section shall be retained by the City for three years from the date of completion of the Project, expiration of the Agreement or as otherwise required under applicable law, whichever is later. The City shall provide Metro with such information and documentation as Metro requires for implementation of the grant process. The City shall establish and maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles, in sufficient detail to permit Metro or its auditor to verify how the Grant Funds were expended, including records demonstrating how City matching funds were expended.

7. Audits, Inspections and Retention of Records. Metro, together with its auditors and representatives, shall have reasonable access to and the right to examine, all City records with respect to all matters covered by this Agreement during normal business hours upon three business days' prior written notice to the City. The representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the Project shall be retained by the City and all of their contractors for three years from the date of completion of the Project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

8. Term. Unless otherwise terminated under paragraph 9, this Agreement shall be effective on the last date it is executed by the parties below, and shall be in effect until all Milestones and deliverables have been completed, all required documentation has been delivered, and all payments have been made as set forth in the Milestones, as revised.

9. Termination. Metro may terminate this Agreement and cancel any remaining Grant Fund payments upon a finding by the Metro Chief Operating Officer that the City has abandoned its work on the Project or is otherwise not satisfying its obligations under this Agreement regarding the requirements of the grant.

10. Amendment. This Agreement may be amended only by mutual written agreement of the Parties.

11. Other Agreements. This Agreement does not affect or alter any other agreements between Metro and the City.

12. Waiver. The Parties hereby waive and release one another for and from any and all claims, liabilities, or damages of any kind relating to this Agreement or the Grant Funds.

13. Authority. City and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by the City and Metro to authorize the execution of this Agreement; and that the persons signing this Agreement have full power and authority to sign for the City and Metro, respectively.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute a single document. Electronic signatures, as well as copies of signatures sent by facsimile or electronic transmission, shall be deemed original signatures for all purposes and shall be binding on the Parties.

[Signature Page Follows]

METRO

By: _____
Marissa Madrigal
Chief Operating Officer

Date: _____

Approved as to Form:

By: _____
Carrie MacLaren
Metro Attorney

Date: _____

Attachments:

Exhibit A – Grant Request
Exhibit B – Request for Proposals
Exhibit C – Schedule of Milestones

THE CITY OF KING CITY

By: _____
Michael Weston
City Manager

Date: _____

Approved as to Form:

By: _____
City Attorney

Date: _____

Project: Master Plan – King City URA 6D

Funds requested: \$350,000

Matching funds: \$50,000

In the space allotted after each question, use text styles, bullet lists, tables or other formatting as desired or appropriate to improve the clarity and legibility of your application. Please use 11 point black text and be succinct with your responses; is not necessary to use all of the space allowed.

Clear development outcomes

1. Describe the proposed project and the specific goals to facilitate development in your community. Who are the project partners (if any) and why is this a priority? (*Limit your response to page 1.*)

Project Goals

The Master Plan is intended to refine the *Concept Plan – King City Urban Reserve Area 6D* to provide additional development detail and outcomes consistent with the 2040 Growth Concept, Urban Growth Management Functional Plan, and the Metro conditions of approval for the UGB decision. In addition, this project will be coordinated with the city's first Transportation System Plan (TSP), which has been funded by the state's TGM program, to create a transportation plan that will be fully integrated with existing and future land use. Finally, the Master Plan will guide the necessary amendments to the city's Comprehensive Plan and Community Development Code (CDC). The key goals for the Master Plan include:

- Community consensus through the inclusive involvement of all stakeholders and residents in the planning process that is consistent with Metro's condition of approval for the UGB expansion.
- Creation of a vibrant, walkable, and complete community where every day needs are easily accessible.
- Housing choice and affordability for all current and future residents.
- Safe, efficient, convenient, and reliable transportation choices to enhance connectivity and minimize automobile dependency.
- Protection of environmentally sensitive lands and retention of healthy ecosystems.
- The efficient and equitable provision of infrastructure and associated costs.

Project Partners

There are no proposed partners directly involved in the project. However, the city will be working closely with, and seeking the counsel of, partner agencies/organizations including: City of Tigard, Washington County, Clean Water Services, Tualatin Valley Fire and Rescue, TriMet, ODOT, Tigard-Tualatin School District, DLCD, ODSL, Metro, and Tualatin Riverkeepers.

Critical King City and Regional Priority

King City has virtually no developable land within the current city limit. Completing the necessary planning work to prepare URA 6D for urban development is of the utmost importance to the city's future as well as providing a means to help alleviate the region's increasingly serious housing availability and affordability crisis.

2. What are the major project elements, the deliverables you envision, and the outcomes you seek to achieve? Provide a bulleted list outline of the components or phases of work, the scope of work for each, the key deliverables to be produced and the general timeframe to complete the project. *(Limit your response to page 2.)*

Task	Deliverables	Outcomes
Task 1: Consultant Selection	<ul style="list-style-type: none"> • RFP process and consultant selection • Consultant contract 	Quality project team
Task 2: Project Kick-Off	<ul style="list-style-type: none"> • Detailed schedule • Public involvement plan and website engagement tools • Technical and Stakeholder committee formation (TAC/SAC) • Planning Commission (PC)/City Council (CC) briefings 	Clear project responsibilities, schedule, and outcomes along with a comprehensive and robust public engagement process.
Task 3: Existing Conditions Report	<ul style="list-style-type: none"> • Existing policy and plan analysis • Opportunities and constraints analysis • Market analysis • Multi-modal transportation analysis (linked with TSP) • Parks, open space and natural area evaluation • TAC/SAC review • PC/CC briefings • Public Workshop 1 - Opportunities 	Update and supplement existing conditions materials from the concept plan to provide a common information base for all agencies and stakeholders to support consensus-building during the master plan process.
Task 4: Develop Goals and Objectives	<ul style="list-style-type: none"> • Engage TAC, SAC and other key stakeholders • Draft goals, objectives, and desired land use and environmental outcomes • TAC/SAC review • Public outreach • PC/CC briefings 	Establish a clear policy direction for the master plan, which meets community needs and is consistent with state and Metro requirements.
Task 5: Draft Master Plan	<ul style="list-style-type: none"> • Public review draft – master plan • Plan elements including land use, community design, natural area and environmental protection, parks and open space, transportation, and infrastructure. • Master plan and draft TSP synthesis • Draft Development & Infrastructure plan • Draft financial feasibility analysis • TAC/SAC review • PC/CC briefings • Public Workshop 2 - Public review draft 	Provide a public review draft of the master plan that is consistent with the policy direction established in Task 4.
Task 6: Plan Consistency Analysis	<ul style="list-style-type: none"> • Urban Growth Management Functional Plan evaluation • Metro UGB amendment conditions for URA 6D • Consistency with statewide planning goals and TPR • Consistency with local plans and requirements • Review King City Comprehensive Plan & Community Development Code (CDC) to identify necessary amendments 	Confirmation of consistency with planning requirements and identification of necessary King City Comprehensive Plan and CDC revisions to support the Master Plan.
Task 7: Final Master Plan	<ul style="list-style-type: none"> • Master Plan document plus supporting maps/illustrations and analysis • King City Comprehensive Plan amendments • King City CDC amendments • Draft TSP amendments as necessary to ensure fully integrated Master Plan and TSP • Develop implementation and finance plan • Public hearings and adoption 	Adoption of an integrated Master Plan and TSP that reflect best planning practice, satisfy Metro and state requirements, and set the stage for appropriate urbanization of URA 6D.

3. Review the Performance Measures Guidelines on page 41 of the Application Handbook. Identify below 3-5 performance measures you will use to evaluate the project's success. *(Limit your response to the top half of page 3.)*

Site opportunities and constraints. The Concept Plan included a *Natural Resources Baseline Report*, which identified and evaluated Goal 5 natural resources in URA 6D - riparian corridors, wetlands, wildlife habitat, ground water, and open space. These resources are designated for protection and enhancement in the Concept Plan. The city will seek the advice from Metro, Oregon Division of State Lands, Clean Water Services Tualatin Riverkeepers, Master Plan consulting team, and others regarding the best practices for accommodating new development while protecting and enhancing natural resources.

Development plans and feasibility. Plans are of no value if they can't be implemented. Financing the necessary infrastructure and public services will continue to be scrutinized and evaluated during the master planning process to assure the successful urbanization of the area and the fair distribution of development-related costs.

Regulations and codes. The city acknowledges that its Comprehensive Plan and CDC will require extensive modification to support the outcomes articulated in the Master Plan and to comply with Metro and state requirements. Therefore, auditing and appropriately amending the Comprehensive Plan and CDC will be a critical component of the master planning project.

Infrastructure to support development. The master planning process, through coordination with partner agencies, will continue the work completed in the Concept Plan to develop the method and financing techniques for timely provision of infrastructure to support urban development.

Advances and complements regional goals and policies

4. How will this project facilitate development while advancing established regional planning and development goals? Describe how the project will help to implement the 2040 Growth Concept, its alignment with the Urban Growth Management Functional Plan, and the Six Desired Outcomes stated in the Regional Framework Plan. *(Limit your response to the bottom half of page 3.)*

The proposed Master Plan will comply with regional planning and development goals in the following ways:

2040 Growth Concept. The Master Plan will build upon the Concept Plan vision of a main street center featuring mixed-use, neighborhood-scale commercial uses, excellent walkability, and transit-ready urban design that will support future transit service. Interconnected neighborhoods with a full range of housing options will include detached/attached single family, duplexes, and multifamily (including mixed with retail in the main street). A system of parks and natural areas including parks, stream and trail corridors, and wetlands, riparian areas and floodplain is also envisioned.

Urban Growth Management Functional Plan. The Concept Plan was completed in compliance with the Functional Plan – especially Title 11. The city is now ready to take the next steps prescribed by the Functional Plan – especially Section 3.07.1120 and Title 13.

Six Desired Outcomes. The Concept Plan and proposed Master Plan as described herein, will provide a major contribution toward achieving the outcomes for King City, URA 6D, and surrounding area by: creating a vibrant community with appropriately-sized centers; supporting the regional economy; focusing on excellent transportation options and convenience; reducing auto-dependence to help address climate change; protecting the identified natural resources in the planning area; and focusing on equity by providing housing and transportation options and fairly assessing and distributing the costs associated with urban development.

5. How will the project help to advance racial equity in the metro region? *(Limit your response to the top half of page 4.)*

King City prides itself for being an inclusive community. With its beginnings as a retirement community, the city residents were predominantly over 55 years of age and white. With the expansion of the UGB to include former Urban Reserve #47, the city has approximately doubled in size. With this growth, the city has evolved become younger and more ethnically diverse. Between 2000 and 2015, the median age decreased from 76.4 to 57.8, and the Hispanic population grew from 0.5% to 2.7%. The 2010 Census showed that 11% of the King City area population was non-white. These trends are reflected in the current King City Council, which is diverse in terms of gender, age, and race.

King City has historically been one of the most affordable cities in the metro area. The city offers a healthy mix of single and multi-family housing types and prices. The city is committed to providing feasible housing options for everyone as reflected in the Concept Plan, which was unique among the four urban reserve areas brought into the UGB this past December because it focuses on providing a wide range of housing styles to suit the needs of different types of households and incomes. The proposed Master Plan will further refine the housing mix described in the Concept Plan, address the needs identified in the *City of King City Housing Needs Analysis*, and comply with the conditions of approval in Metro's decision.

For many, transportation represents the second largest household expenditure after housing. Providing affordable housing isn't enough – safe, efficient, and convenient multimodal transportation options must also be available if development is going to be truly "equitable." Active transportation accessibility is a central theme in the Concept Plan, and the city intends to identify specifically how this will be achieved by working closely with TriMet, Washington County, Tigard, other agency partners, and the public during the development of the Master Plan and the city's first TSP (to be funded through a TGM grant and initiated in Spring 2019). The TSP scope contemplates that prior to adoption, final adjustments and refinements to complement the Master Plan can be made as necessary, resulting in a fully integrated land use and transportation planning framework for URA 6D, King City, and the surrounding area.

Aligns with local goals/maximizes community assets

6. Describe why you propose to take on this particular project at this time. How does the project relate to previous actions, goals, policies or strategies already identified or implemented by your jurisdiction/organization or other project partners? *(Limit your response to the bottom half of page 4.)*

With the exception of only a few small properties, King City is fully developed. In addition to housing, virtually all commercial properties in the city are developed. The city will support redevelopment opportunities (as are particularly encouraged by the *King City Town Center Plan of 2015*), but it will be unable to accommodate any meaningful percentage of this forecast growth inside the current city limit. This is due in large part to the city's recent creation in the 1960s and relatively dense residential development, which has resulted in a small number of properties with redevelopment potential.

This prompted the city to undertake the concept planning for URA 6D to make the area eligible for consideration to be brought into the UGB. This area is essential to accommodate any future King City growth and accommodate the housing demand of 980 households between 2018 and 2038 as described in the Metro forecast. Also, the diverse mix of housing types envisioned in the Concept Plan will be refined further to ensure housing that is affordable for current and future residents to help alleviate the current metro-wide housing affordability crisis.

7. How would the project leverage aspects of the existing community fabric such as key development sites or urban form? How would it complement existing assets, facilities, or amenities such as historic districts, employment centers, natural features, parks or transit? *(Limit your response to the top half of page 5.)*

King City has benefitted greatly by having a town center with good transit access, a range of housing types, and very pedestrian-friendly environment. The city intends that new development in URA 6D will function in a similar way – only better. Because of the distance involved (approx. 2.5 miles between Roy Rogers Rd. and 99W), a second main street/town center is envisioned for this area featuring mixed-use and excellent walking, bicycling, and future transit access. The Tualatin River, its tributaries, and associated wetlands, riparian areas, and wildlife habitat, is another important defining characteristic. Building upon the Concept Plan (see photo exhibit), major elements of the Master Plan are proposed to include:

- New main street/civic center offset from intersection of Roy Rogers/Beef Bend. Link with Tigard's River Terrace and the ultimate southern extension of River Terrace Blvd. A city with two complementary centers that provide easy and walkable access to destinations and services.
- Community of great neighborhoods, parks, and open spaces with different character based upon context, natural environment, and transportation access.
- Efficient and integrated multimodal transportation links between existing city and new main street/neighborhoods in URA 6D that will be transit-ready and ultimately well-served by TriMet.
- Riverfront park and trails that link to regional parks, recreational, and conservation areas.
- Regional stormwater facilities and environmental restoration to protect and enhance natural tributaries to the Tualatin River.

Team roles and capacity

8. Describe the skills and experience of the lead staff person who will manage all aspects of the grant project and oversee the project team's collaboration and consultant work. *(Limit your response to the bottom half of page 5.)*

King City Manager, Michael Weston will be the lead staff person responsible for the overall management of the project. Prior to becoming the City Manager in 2016, he served two years as the Executive Director for the Port of Astoria and three years as Director of Business Development and Operations for the Port administering and supervising its overall operations, business matters, and departments. He was directly responsible for the political strategy, intergovernmental relations, public policy, lobbying, strategic planning, human resources, labor, and national/international business negotiations including the administration of a \$15 million annual budget covering Port properties, terminals, marinas, and airport. He secured and oversaw \$6 million in FAA discretionary funds to rehabilitate the regional airport, \$2.5 million in grants from ConnectOregon, a \$360,000 Port Security Grant for the Port Docks, and over \$5 million in future revenues. With King City, he successfully oversaw the completion of the URA 6D Concept Plan and proposal to bring it into the UGB.

He will have the benefit of seasoned contract consultants for land use planning and civil engineering. Keith Liden, AICP, has been the city's contract planner since the early 1990s, and he managed the planning and successful implementation of the concept plan for former UR #47 (between SW 131st-137th, south of SW Beef Bend Rd.). He, along with former City Manager Dave Wells, managed the King City Town Center Plan and Implementation Strategy that was funded by a Metro grant in 2013. The plan was adopted in 2015, and the city has progressed with implementation including: jointly funding SW Fischer Road improvements with Washington County to provide sidewalks and bike lanes; working with ODOT to help fund missing sidewalk gaps along 99W; and having preliminary discussions with the new owner of King City Plaza to redevelop the property with a mixed-use project. He was a key contributor to the development of the Concept Plan for URA 6D.

Murraysmith and Associates has been the contract city engineer also since the early 1990s. Along with providing engineering guidance for the above projects, Murraysmith is well respected throughout the Portland area as an extremely capable engineering firm.

9. Complete the table below to clearly describe the roles and responsibilities of the applicant and each of the key project partners to accomplish the goals of the project. Also include consultant expertise needed. *(Add or adjust rows as needed but please limit table to page 6.)*

Jurisdiction or partner (include lead staff names)	Project role and responsibilities
Michael Weston, King City Manager	Project Manager
Planning consulting team	Land use, urban design, market analysis, natural resource planning, park planning, civil engineering, and public involvement
Keith Liden, King City contract planner	Assist the City Manager and consultant team
Murraysmith & Assoc.	Civil engineering to assist the City Manager and consultant team
Washington County	Transportation coordination, especially related to SW Roy Rogers and Beef Bend roads
City of Tigard	Plan coordination especially pertaining to land use, water utilities, and transportation planning.
TriMet	Transit coordination and land use integration.
ODOT	Transportation coordination, especially related to potential impacts on 99W.
Clean Water Services	Sanitary sewer and stormwater methods and facilities along with environmental protection.
Tualatin Valley Fire and Rescue	Transportation coordination as it pertains to providing emergency service access.
Metro	Planning coordination and consistency with Metro requirements and the UGB decision conditions of approval.
DLCD	Planning coordination and consistency with the statewide planning goals and relevant OARs.

Likelihood of implementation

10. What governing bodies or private parties will have to act to ultimately implement the project? What is the extent of their authority to make policy or commit investments? Describe the roles the key project partners will have to play over time in order to fully and successfully implement the project and realize the envisioned development benefits in your community. (Limit your response to the top half of page 7.)

Parties	Key Implementation Roles
King City	<p>Authority – Governance and authority to commit city funds for planning, development, and services. Coordinate provision of public infrastructure and services with partner agencies. Assess taxes and fees to equitably and fairly finance necessary infrastructure and service improvements/maintenance.</p> <p>Key Roles – Completion and implementation of the Master Plan, TSP, Comprehensive Plan/CDC amendments, and infrastructure financing mechanisms.</p>
Clean Water Services	<p>Authority – Provision of sanitary sewer/stormwater infrastructure riparian/wetland area protection.</p> <p>Key Roles – Complete planned sanitary sewer facilities along Roy Rogers Rd. and coordinate with King City and Tigard regarding facilities and service to the remainder of URA 6D and 6C (future UGB expansion between SW Beef Bend Road and River Terrace).</p>
Tigard Water	<p>Authority – Water service planning and provision of domestic water service.</p> <p>Key Roles – Complete the update of its water master plan (currently underway) and coordinate with King City regarding system improvements necessary to serve URA 6D and 6C.</p>
Private property owners	<p>Authority – Apply for annexation into King City when ready to develop and/or receive urban services.</p> <p>Key Roles – Participate in the master planning process and related activities.</p>
Developers	<p>Authority – Develop properties following annexation into King City.</p> <p>Key Roles – Prepare and submit development applications and either construct or provide financing (e.g., SDCs) to cover the fair share of development cost for urban facilities and services.</p>
Washington County	<p>Authority – Land use authority until properties are annexed into King City and jurisdiction of the county transportation system.</p> <p>Key Roles – Participate in the Master Plan and TSP process regarding the transition from county to city jurisdiction and transportation facilities. Coordinate land use/transportation planning.</p>
City of Tigard	<p>Authority – Land use planning and development review for River Terrace.</p> <p>Key Roles – Coordinate land use, transportation, and infrastructure planning with King City, especially regarding URA 6D and 6C.</p>
TriMet	<p>Authority – Public transit service planning and delivery.</p> <p>Key Roles – Participate in the Master Plan and TSP process to ensure the development in URA 6D will be “transit-ready” to allow TriMet to provide high-quality transit as URA 6D and surrounding areas urbanize.</p>
Tigard-Tualatin School District	<p>Authority – Public education.</p> <p>Key Roles – Participate in the master planning process to ensure the development in URA 6D will be adequately served and that any school site needs in URA 6D are identified.</p>

11. Identify and describe the potential opportunities and threats that could affect the successful implementation of this project. (Limit your response to the bottom half of page 7.)

The Concept Plan market and financial analysis found that the demand for new housing is high and development could occur in URA 6D at a comparable cost to other new development in the metropolitan area. Key threats would be potential delay of critical infrastructure (e.g., water) or property owner hesitancy to annex into the city.

Public involvement

12. What community members or stakeholders will be most affected by the implementation of the project's development outcomes? Discuss how the public (including neighbors, businesses, property owners and other key stakeholders) and historically marginalized communities (including low-income populations and people of color) will be involved in the project. Be specific about the methods you intend to use, and whether your organization or consultants will be leading the engagement work. *(Limit your response to page 8.)*

The residents and property owners in URA 6D will be the most affected by the planning and ultimate urbanization of the area. If the proposed grant is approved, the city would propose to refine the public engagement program with the assistance of Metro and project consulting team. Techniques to properly include all residents, especially historically marginalized communities, are proposed to include:

- Hiring a consulting team with strong public involvement expertise. Planning outreach plan will be developed jointly with the city, consulting team, and Metro.
- Building upon the outreach and lines of communication established during the recent Concept Plan effort.
- Using a variety of public involvement tools, including, but not limited to:
 - Planning project newsletters sent to all addresses within the city, URA 6D, and property owners within 250 feet of the perimeter.
 - Planning project website.
 - Potential surveys at key points in the process.
 - Articles in local newspapers.
 - Techniques to engage minority residents and individuals where English is not their primary language.
 - Stakeholder Advisory Committee including representatives of the city/URA constituents including: business/developer, residents/neighborhood organizations, Hispanic community, and younger (e.g., under 21).
 - Neighborhood meetings and presentations.
 - Focus group and 1-on-1 meetings.
 - Well-publicized public planning work sessions, charrette, and open houses to develop the Master Plan and critique project information (market analysis, transportation, natural resources, finance, etc.) and draft plan proposals.
- Public project briefings and hearings before the Planning Commission and City Council.

13. Identify any committees that will be engaged in the project. Describe how committee members will be selected, the extent of their involvement and their scope of authority to determine the project goals, process, or implementation. *(Limit your response to the top half of page 9.)*

The city intends to hire a consulting firm with strong public engagement skills and experience. With the recent completion of the Concept Plan and associated public involvement, the city has established an improved connection with city/URA 6D residents and partner agencies. The basic public engagement plan described below will be reviewed with the chosen consultant, King City Council, and Metro and amended as necessary prior to finalization. The key public engagement elements are proposed to include:

General Public Engagement

- Multi-faceted approach as described in 12. above.
- Public notices will be sent to all residents within the current city limit, URA 6D, and the immediately surrounding area regarding important stages of the process.
- Periodic project newsletters and local newspaper coverage.
- Public work sessions and/or charrettes to involve all interested community members.

Stakeholder Advisory Committee (SAC)

- Neighborhood and property owner representatives.
- Other representatives, especially associated with Hispanic community and younger residents.
- Review and discussion of background information and plan elements.
- Recommendations to the city, TAC, and project consultant.

Technical Advisory Committee (TAC)

- Agency representatives (see question #10).
- Review and discussion of background information, plan elements, and SAC/public comments.

King City Planning Commission and City Council

- Members represent a cross section of the community in terms of age, gender, and ethnicity.
- Will conduct public meetings and briefings as the Master Plan is being developed.
- Will hold public hearings regarding master plan adoption.

14. Describe how public process and the committee/community input will strengthen the project outcomes and increase likelihood of implementation. *(Limit your response to the bottom half of page 9.)*

Because of the diversity of opinion the residents in URA 6D have about the character of future urban development and the number of partner agencies involved, a thorough public involvement process leading to a high level of consensus is essential because:

- City officials and the consulting team will not have all the good ideas. Many will come from community stakeholders and partner agencies.
- All stakeholders will be more inclined to support a plan they understand, perceive as fair, and feel that their opinions were heard and reflected in the plan or at least seriously considered.
- Given the dispersed responsibilities in this area for providing urban facilities and services, successful implementation of the Master Plan will depend upon the close coordination facilitated by the TAC involvement in its development.

Applicant track record

15. Describe any similar planning and development projects your organization or jurisdiction has implemented in the last 5 years and how that experience will inform this project. How successful have these projects been in delivering the proposed development outcomes? *(Limit your response to the top half of page 10.)*

King City Town Center Plan and Implementation Strategy. This project was funded by a 2040 Planning and Development Grant in 2013. The plan and associated CDC amendments were adopted in 2015, and the city has already made progress with implementation including: jointly funding the improvement of SW Fischer Road with Washington County to provide full sidewalk and bike lanes; working with ODOT to help fund missing sidewalk gaps along 99W; and having preliminary discussions with the new owner of King City Plaza to redevelop the property with a mixed-use project. The owner's interest in possible redevelopment was prompted by the plan and especially the CDC amendments to the LC – Limited Commercial Zone, which encourage mixed-use development that was previously prohibited.

Concept Plan – King City Urban Reserve Area 6D. This project was initiated and financed by King City to begin the planning process and to make the area eligible for inclusion into the UGB. This was a significant 18-month undertaking that included contracting with a consulting team, involving the public and key stakeholders, coordination and extensive dialogue with partner agencies, and the on-time and on-budget completion of the plan.

There is always something to learn from managing a planning project – no matter how many you've done. These two recent projects allowed the city staff and contract planning/engineering staff to gain valuable insight regarding the management of public outreach and to productively coordinate with partner agencies that have responsibilities for providing facilities and/or services in King City. In particular, the Concept Plan work established improved lines of communication and relationships with partner agencies and stakeholders, which will benefit the Master Plan project.

Replicable best practices

16. Consideration will be given to applications that demonstrate best practices that can be easily replicated elsewhere. Discuss how lessons learned from the project could be applied to other projects in your community or in other parts of the region. *(Limit your response to the bottom half of page 10.)*

The adopted Concept Plan for URA 6D has a vision with three primary elements, which support the Regional Framework Plan and the employment of best practices that could be transferrable to other urbanizing areas:

- **Sensitivity to the Tualatin River and surrounding natural areas.** Accommodating urban development while protecting and enhancing natural habitats is always a challenge. Given the high interest on the part of the city and residents in protecting significant natural resources, the Master Plan focus on resource inventory and analysis that will comply with Goal 5 and related implementing rules.
- **Community of great neighborhoods.** Consistent with the Concept Plan, the Master Plan will include a variety of neighborhood and housing types (including manufactured homes) to address overall housing needs and affordability. Feasible housing affordability actions and programs will be evaluated and specific implementation steps will be identified.
- **Universal access and fluidity of transportation.** A key issue for suburban areas is to break (at least partially) the dependence upon single-occupant automobile (SOV) use. It is the city's intent to work closely with partner agencies (especially TriMet) to produce a land use, urban design, and transportation infrastructure model, which would significantly reduce SOV mode share and could be emulated in similar settings transitioning from rural to urban.

Grant leverage and project budget

Budget table and narrative

17. Use the budget table template provided to show the estimated project costs by major phase or element and any additional matching funds committed to the project. The budget table should reflect the project outline provided in question #2. Indicate estimated costs for consultant work as well as other direct project expenses. Use market averages or bid estimates for consultant services. In the space below, describe methodologies used for estimating all direct project costs. *(Limit your response to page 11.)*

The estimated costs are based upon the experience of the City Manager and contract planner and engineer for other planning projects of similar scope. The recent King City Town Center and Implementation Strategy, the Concept Plan – King City Urban Reserve Area 6D, King City Housing Study, recent development of the King City TSP scope with ODOT, and the grant awards for similar planning projects in the region, all have verified basic costs involved for the technical and public engagement aspects of a project like the proposed Master Plan.

As with the Concept Plan, the city expects to review and refine the Master Plan project scope, schedule, deliverables, and budget with Metro and the selected consulting team.

PROJECT COMPONENTS - King City Master Plan URA 6D (Tasks and Deliverables)	CONSULTANT FEES	OTHER DIRECT PROJECT COSTS*	ADDITIONAL CASH MATCH (IF ANY)	TOTAL GRANT FUNDS
Task 1: Consultant Selection	\$ -		\$ -	\$ -
RFP process and consultant selection				
Consultant contract				
Task 2: Project Kick-Off	\$ 10,000	\$ 500	\$ 3,000	\$ 10,500
Detailed schedule				
Public involvement plan and website engagement tools				
Technical and Stakeholder committee formation (TAC/SAC)				
Planning Commission (PC)/City Council (CC) briefings				
Task 3: Existing Conditions Report	\$ 44,000	\$ 1,500	\$ 10,000	\$ 45,500
Existing policy and plan analysis				
Opportunities and constraints analysis				
Market analysis				
Multi-modal transportation analysis (linked with TSP)				
Parks, open space and natural area evaluation				
TAC/SAC review				
PC/CC briefings				
Public Workshop 1 - Opportunities				
Task 4: Develop Goals and Objectives	\$ 19,000	\$ 1,000	\$ 4,000	\$ 20,000
Engage TAC, SAC and other key stakeholders				
Draft goals, objectives, and desired land use and environmental outcomes				
TAC/SAC review				
Public outreach				
PC/CC briefings				
Task 5: Draft Master Plan	\$ 106,000	\$ 1,500	\$ 18,000	\$ 107,500
Public review draft – master plan				
Plan elements				
Master plan and draft TSP synthesis				
Draft implementation plan				
Draft financial feasibility analysis				
TAC/SAC review				
PC/CC briefings				
Public Workshop 2 - Public review draft				
Task 6: Plan Consistency Analysis	\$ 30,000	\$ 500	\$ 5,000	\$ 30,500
Urban Growth Management Functional Plan evaluation				
Metro UGB amendment conditions for URA 6D				
Consistency with statewide planning goals and TPR				
Consistency with local plans and requirements				
Review King City Comprehensive Plan & CDC to identify necessary amendments				
Task 7: Final Master Plan	\$ 135,000	\$ 1,000	\$ 10,000	\$ 136,000
Master Plan document plus supporting maps/illustrations and analysis				
King City Comprehensive Plan amendments				
King City CDC amendments				
Draft TSP amendments as necessary to ensure fully integrated Master Plan and TSP				
Implementation and finance plan				
Public hearings and adoption				
GRAND TOTAL	\$ 344,000	\$ 6,000	\$ 50,000	\$ 350,000

* Direct costs for printing notices, newsletters, and postage.

RESOLUTION No. R-2019-02

A RESOLUTION SUPPORTING A 2040 PLANNING AND DEVELOPMENT GRANT APPLICATION BEING SUBMITTED BY THE CITY OF KING CITY, OREGON TO METRO FOR A LOCAL PLANNING PROJECT

RECITALS:

WHEREAS, the City passed and adopted by Resolution R-2018-03 on April 18, 2018, the City of King City Concept Plan for Urban Reserve Area 6D prepared by Urbsworks in conjunction to be a guide for future planning activities within Urban Reserve Area (URA) 6D; and

WHEREAS, Metro's 2040 Planning and Development Grant program supports a range of local planning projects and activities, and

WHEREAS, The City needs a comprehensive Master Plan to help make inform decisions citywide; and

WHEREAS, the City needs a Master Land Use Plan for URA6D, and

WHEREAS, it is imperative that all the stakeholders in this project, to include the affected business owners and the community at large put forth a collaborative effort towards the completion of the comprehensive Master Plan; and


WHEREAS, the citizens of the City of King City, Washington County and the State of Oregon would benefit from Metro's 2040 Planning and Development Grant program.

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

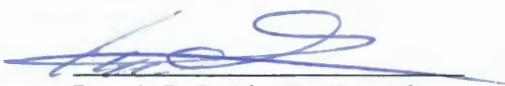
- 1) The City Council of King City is supportive of the Metro's 2040 Planning and Development Grant program; and
- 2) The City Council of King City hereby authorizes the Mayor, City Manager, and staff to apply and to Metro's 2040 Planning and Development Grant program; and
- 3) The City Council of King City hereby authorizes the Mayor, City Manager, and staff to work with Metro's 2040 Planning and Development Grant program staff; and

This resolution was PASSED and ADOPTED this 20th day of March, 2019, and takes effect upon passage.

Signed by the Mayor on 4/10/19.


Kenneth Gibson, Mayor

ATTEST:


Ronnie L. Smith, City Recorder



City of Tigard

April 16, 2019

Mr. Tim O'Brien
METRO
600 NE Grand Avenue
Portland, Oregon 97232

RE: Metro 2040 Planning & Development Grant – King City URA 6D Master Plan

Dear Mr. O'Brien:

The City of Tigard supports King City's application for a Metro 2040 Planning and Development grant to produce a Master Plan for URA 6D, which will allow for the continuation of the concept planning work previously conducted for this area.

King City successfully managed an inclusive concept planning process involving the public, stakeholders, and government partners, and submitted an UGB expansion proposal in May 2018. Completion of the final comprehensive concept plan that was agreed upon by all partners was an important first step in the planning process for the urban reserve area.

This grant project builds upon the planning work previously conducted and refines the infrastructure cost estimates, methods of financing, design criteria, and development implementation agreed upon in the final concept plan and continues to refine the specific land use details identified in the City's concept plan.

Tigard looks forward to continuing to work with King City on their efforts to implement a Master Plan for URA 6D with the support of this grant.

Sincerely,

Marty Wine, City Manager
City of Tigard, OR



April 18, 2019

Mr. Tim O'Brien
METRO
600 NE Grand Avenue
Portland, Oregon 97232

RE: Metro 2040 Planning and Development Grant – King City URA 6D Master Plan

Dear Mr. O'Brien:

Clean Water Services supports King City's application for a Metro 2040 Planning and Development grant to produce a Master Plan for URA 6D. This grant will allow the City to build upon the concept planning work previously conducted for this area. Clean Water Services participated in the concept planning process for URA 6D that included the public, stakeholders, and government partners. Completion of the final comprehensive concept plan was an important first step in the planning process for the urban reserve area.

This grant project will refine the infrastructure cost estimates, methods of financing, design criteria, and development implementation agreed upon in the final concept plan and continue to refine the specific land use details.

As a regional water resources utility, Clean Water Services is committed to improving water quality in the Tualatin River Watershed and collaborating with partners who share our mission. The District supports the City's vision of URA 6D as an area that has the Tualatin River as a centerpiece and development that maintains a sensitivity to the health and vitality of the River.

Clean Water Services looks forward to continuing to work with King City on their efforts to implement a Master Plan for URA 6D with the support of this grant.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nora M. Curtis".

Nora M. Curtis
Managing Director, Utility Operations & Services

April 16, 2019

Tim O'Brien
Metro Principal Regional Planner
600 NE Grand Avenue
Portland, Oregon 97232

RE: Metro 2040 Planning and Development Grant – King City URA 6D Master Plan

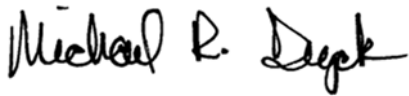
Dear Mr. O'Brien:

As the fire protection and emergency medical services provider for King City, Tualatin Valley Fire & Rescue (TVF&R) would like to express our support for the City of King City's application for a Metro 2040 Planning and Development grant. This grant will allow city staff to produce a Master Plan for Urban Reserve Area 6D by continuing concept and comprehensive planning work for the recently approved urban growth boundary (UGB) expansion.

With the city limits of King City nearly doubling as a result of the approved UGB expansion, it is imperative that the existing planning work be further refined and evaluated to ensure successful implementation in the future. Proper planning will safeguard the city's existing livability factor while attracting residents and businesses to a newly expanded and functional urban area.

We look forward to continuing our work with city staff through the concept and comprehensive planning process.

Sincerely,



Michael R. Duyck
Fire Chief, Tualatin Valley Fire & Rescue



April 11, 2019

Mr. Tim O'Brien
METRO
600 NE Grand Avenue
Portland, Oregon 97232

RE: Metro 2040 Planning and Development Grant – King City URA 6D Master Plan

Dear Mr. O'Brien:

Allied Homes & Development supports King City's application for a Metro 2040 Planning and Development grant to produce a Master Plan for URA 6D, which will allow for the continuation of the concept planning work previously conducted for this area. King City successfully managed an inclusive concept planning process involving the public, stakeholders, and government partners, and submitted an UGB expansion proposal in May 2018. Completion of the final comprehensive concept plan that was agreed upon by all partners was an important first step in the planning process for the urban reserve area.

This grant project builds upon the planning work previously conducted and refines the infrastructure cost estimates, methods of financing, design criteria, and development implementation agreed upon in the final concept plan and continues to refine the specific land use details identified in the City's concept plan. Allied Homes & Development looks forward to continuing to work with King City on their efforts to implement a Master Plan for URA 6D with the support of this grant.

Sincerely,



David Hill
Head of Land Acquisition
Allied Homes & Development
david@investpdx.com
971.272.5396
www.discoverallieddevelopment.com



April 15, 2019

Mr. Tim O'Brien
METRO
600 NE Grand Avenue
Portland, Oregon 97232

RE: Metro 2040 Planning and Development Grant – King City URA 6D Master Plan

Dear Mr. O'Brien:

Sharlin LLC supports King City's application for a Metro 2040 Planning and Development grant to produce a Master Plan for URA 6D, which will allow for the continuation of the concept planning work previously conducted for this area. King City successfully managed an inclusive concept planning process involving the public, stakeholders, and government partners, and submitted an UGB expansion proposal in May 2018. Completion of the final comprehensive concept plan that was agreed upon by all partners was an important first step in the planning process for the urban reserve area.

This grant project builds upon the planning work previously conducted and refines the infrastructure cost estimates, methods of financing, design criteria, and development implementation agreed upon in the final concept plan and continues to refine the specific land use details identified in the City's concept plan. Sharlin LLC looks forward to continuing to work with King City on their efforts to implement a Master Plan for URA 6D with the support of this grant.

Sincerely,

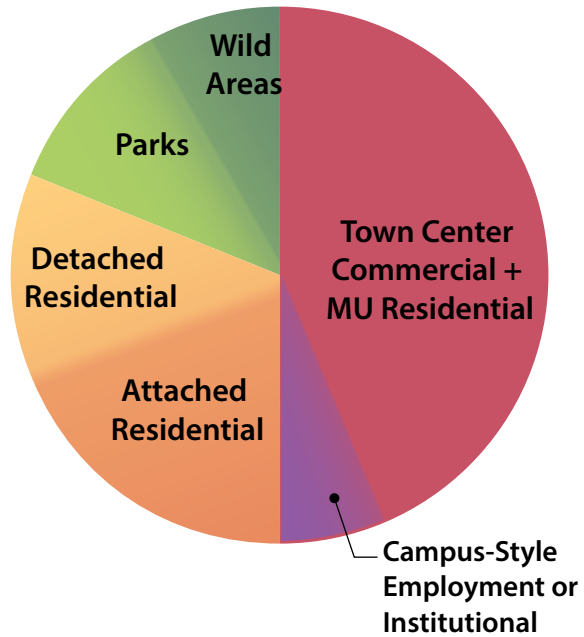
A handwritten signature in cursive script that reads "Michael O'Halloran". The signature is written in dark ink and is positioned above the printed name.

Michael O'Halloran

Manager,

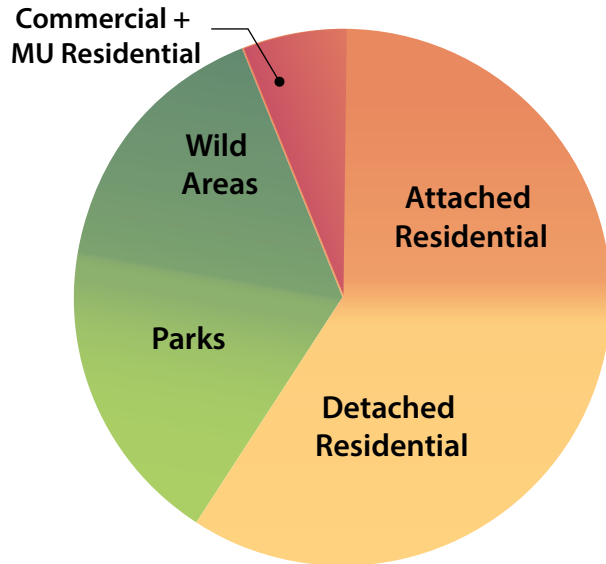
Sharlin LLC

MAIN STREET/TOWN CENTER

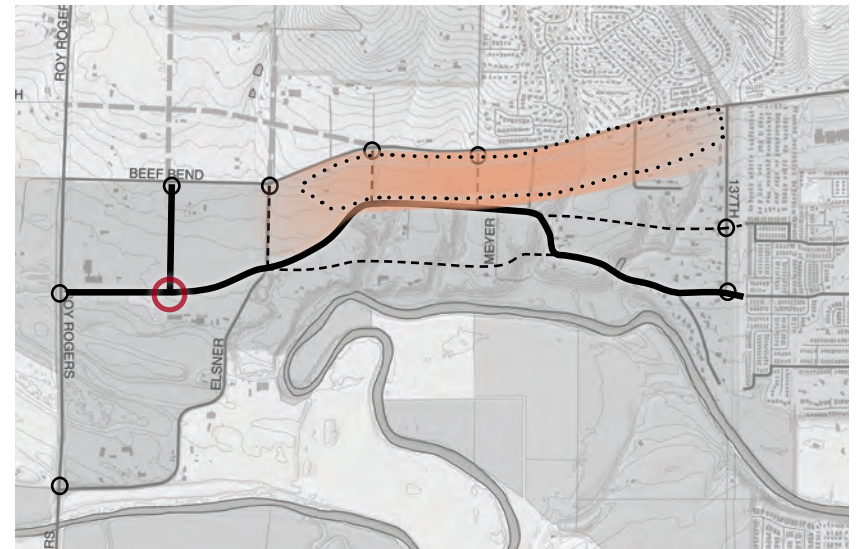


- » Major activity at intersection
- » Taller buildings, residential over retail
- » 3-5 story buildings
- » Single-story retail and restaurant
- » Civic uses, such as library, city hall, school
- » Places for gathering
- » Campus-style employment or institutional uses

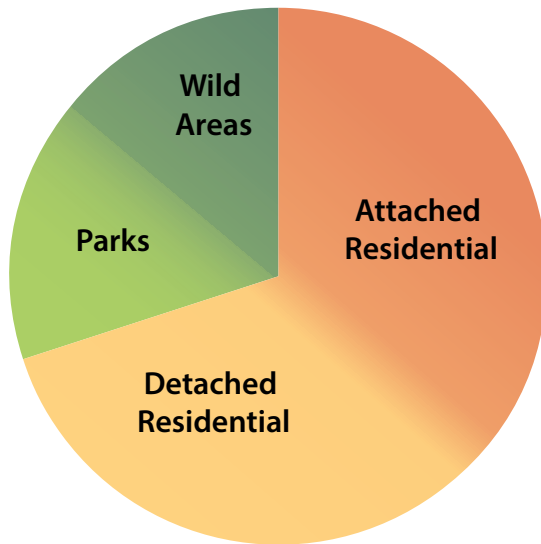
BEEF BEND NEIGHBORHOOD



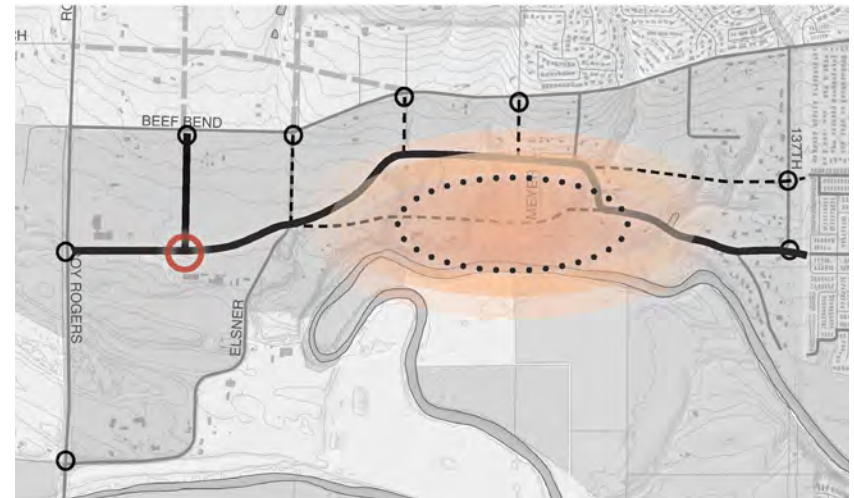
- » Green boulevard (Beef Bend) with separated multi-use path
- » Attached and detached residential development
- » Connected neighborhoods
- » Parks and some wild areas
- » Potential neighborhood commercial activity



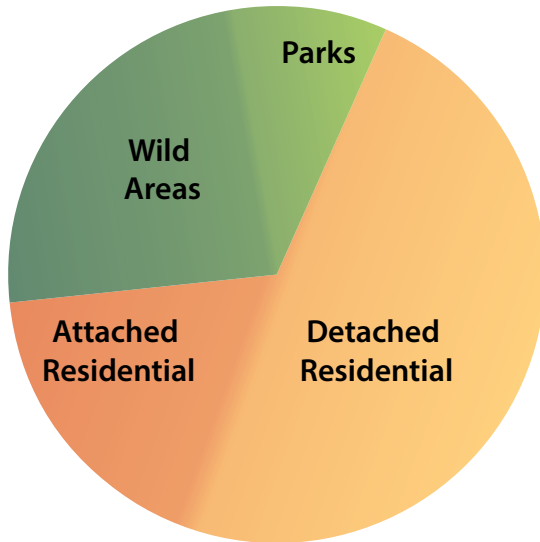
CENTRAL NEIGHBORHOOD



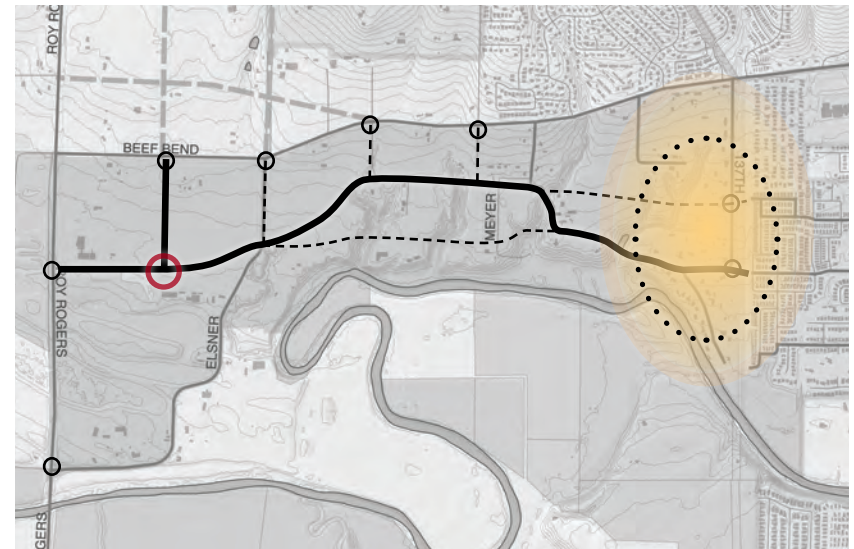
- » Residential character
- » Connected neighborhoods
- » Primarily attached and detached single family homes
- » Parks and open spaces
- » Natural areas on the edge

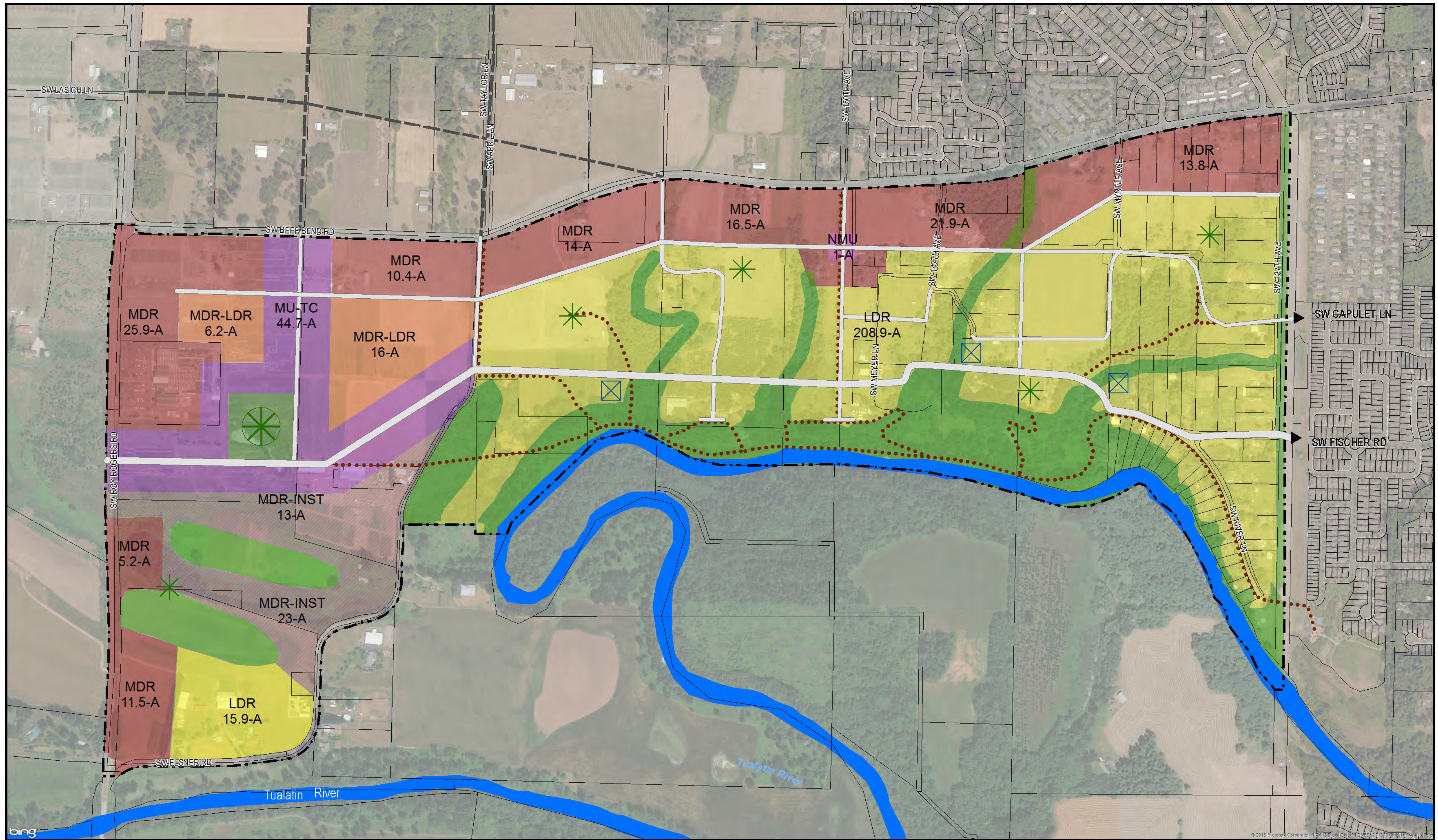


RURAL CHARACTER NEIGHBORHOOD



- » Rural and low density residential character
- » Streets shared by all modes
- » Modest redevelopment
- » Minimize paved areas
- » Low volume traffic
- » Natural areas on the edge and within neighborhoods





Legend

- URA 6D
- Proposed River Trail
- Proposed ROW
- Proposed Roadway
- ✳ Proposed Community Park
- ✳ Proposed Neighborhood Park
- Potential Regional Stormwater Facility

Land Use Designation

- Mixed Use/Town Center (MU-TC)
- Neighborhood Mixed Used (NMU)

- Medium Density Residential (MDR)
- Medium Density Residential - Institutional (MDR-INST)

- Medium Density Res.- Low Density Res. (MDR-LDR)
- Low Density Residential (LDR)

- Open Space (OS)



1 in = 300 ft
0 150 300 600 900 Feet



Master Plan – King City URA 6D

Zoom Grants Questions and Table

4.19.19

1. *Provide a high-level summary describing the project, anticipated work to be completed, and desired outcomes.*

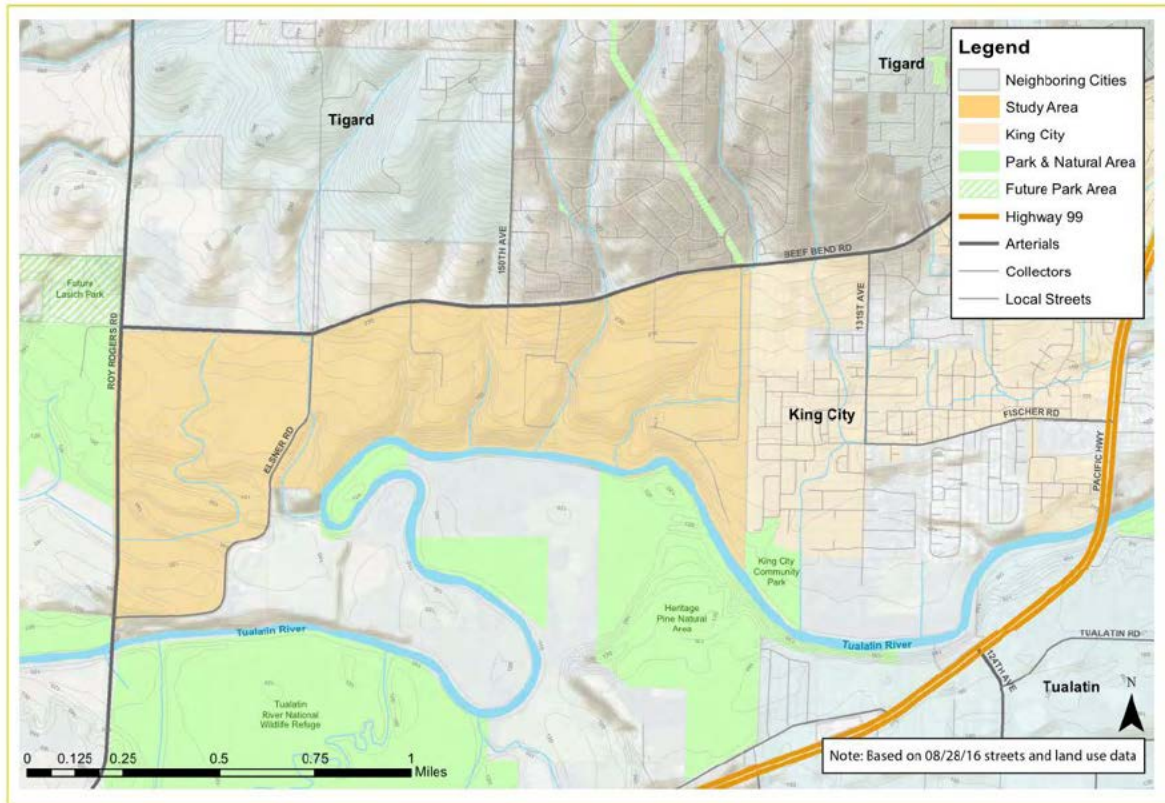
King City completed the Concept Plan – King City Urban Reserve Area 6D in 2018, and URA 6D was subsequently brought into the UGB later that year. The city is now entering the detailed planning stage for this area. A TGM grant was recently approved to develop the city's first TSP, which will include the existing city and URA 6D. The proposed master plan project is intended to refine the concept plan's land use vision in coordination with the development of the TSP.

The master planning effort is envisioned to achieve the following key outcomes:

- Community consensus based upon a substantial public engagement program designed to involve all members of the community and surrounding area.
- A refined land use and urban design plan, which is consistent with best planning practice and Metro and state requirements, and is guided by market realities, addresses community needs, provides housing choice and affordability, and is fully integrated with the TSP.
- Establish Design Criteria based on Best Practices for implementation and integration throughout the City's Community Development Code.
- A clearly defined strategy for protecting key natural resources and environmentally sensitive lands.
- Identify key locations and opportunities for regional facilities.
- Infrastructure plan including cost estimates, financing methodology, and development that will result in the efficient delivery of urban facilities and services along with a fair and equitable distribution of costs.

2. *What is the location and/or geographic reach of the project: Provide a brief description. Also include a map.*

The project area is approximately 528 acres located immediately west of King City. SW Beef Bend Road and SW Roy Rogers Road border the area on the north and west. The south boundary is formed primarily by the southern segment of SW Elsner Road and the Tualatin River.



URA 6D Study Area

3. *Provide demographic information including ethnicity, age, and income of the neighborhood or community that will benefit from the project. Include the data source, and describe how the project geography relates to the data provided.*

The *King City Housing Needs Analysis* was developed by ECONorthwest in 2018 for the existing city. It concluded that there is a deficit of housing that's affordable for low- and middle-income households. It indicated the key challenge over the next 20 years is providing opportunities for development of relatively affordable housing of all types, such as apartments, duplexes, tri- and quadplexes, manufactured housing, townhomes, cottages, and single family housing.

- More than half of King City households cannot afford a two-bedroom apartment at HUD's fair market rent level of \$1,242.
- King City currently has a deficit of housing units that are affordable to households earning less than \$50,000.
- About 40% of King City's households are cost burdened, with 56% of renters and 36% of owners paying more than 30% of their income on housing.

The housing analysis indicated that the Metro housing forecast for the 2018 to 2038 period shows an increase in households from 2,122 (2018) to 3,102 (2038) for a total of 980 new households for King City. The forecast also predicts that the housing mix will change being predominantly single family detached to 50% single family detached (including manufactured

homes and accessory dwelling units), 15% single family attached, and 35% multi-family. Because King City has virtually no remaining developable land, new housing demand must largely be accommodated within URA 6D.

As the city has grown, it has become younger and more ethnically diverse. The Hispanic and Latino population grew from 0.5% of the city's population in 2000 to 2.7% in 2015. The average age is now under 58 years old. In addition to this information in the housing study, the 2010 Census showed that 11% of the King City population was non-white. With new development in URA 6D, this trend of becoming a younger and more diverse community is expected to continue.

Prior CPDG/Equitable housing/2040 Planning and Development Grant Awards

Project Title/Purpose	Grant Date & Amount	Date Completed	Still Underway?
King City Town Center Plan and Implementation Strategy	August 2013 - \$75,000 plus \$15,000 match	March 2015	No

Documents Requested (4 MB max. for each)

- Project Narrative (separate Word file)
- Project Budget Table (separate Excel file)
- Letters of Commitment (separate pdf documents)
- Project Location/Geographic Reach (included above)
- Project Images (separate pdf document)

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My Account > 2040 Planning and Development Grants (Cycle 7 - 2019) >

Metro**Planning and Development**

Planning and Development

2040 Planning and Development Grants (Cycle 7 - 2019)**USD\$ 2,000,000.00**

Available

4/19/2019 Deadline**King City****King City Master Planning****USD\$ 350,000.00** Requested

USD\$ 50,000.00 Cash Matching Contributions

[Previous Submitted Application](#)[Prior Grants](#)[Prior CPDG/Equitable Housing/2040 Planning and Development Grant Awards](#)

	Project title/purpose	Grant amount	Date initiated (mm/yyyy)	Date completed (mm/yyyy)	Still underway?
1.	King City Town Center Plan and Implementation Strategy	\$ 75,000 08/2013		03/2015	<input type="checkbox"/> Yes
2.		\$			<input type="checkbox"/> Yes
3.		\$			<input type="checkbox"/> Yes
4.		\$			<input type="checkbox"/> Yes
5.		\$			<input type="checkbox"/> Yes
6.		\$			<input type="checkbox"/> Yes
7.		\$			<input type="checkbox"/> Yes
8.		\$			<input type="checkbox"/> Yes
9.		\$			<input type="checkbox"/> Yes
Total		\$ 0			

METRO CONTRACT 936297 – Exhibit B

CITY OF KING CITY **Request for Proposal** **King City Beef Bend South Master Plan** **(Urban Reserve Area 6D)** **February 28, 2020**

SECTION 1 - GENERAL INFORMATION

Inquires shall be directed to Michael Weston, the Project Manager, by phone (503.639.4082) or email (mweston@ci.king-city.or.us). Proposals shall be submitted in one of two ways:

- Three copies delivered to King City Hall, C/O Michael Weston, City Manager, 15300 SW 116th Avenue, King City, OR 97224; or
- A pdf copy sent via email to Michael Weston (mweston@ci.king-city.or.us).

Proposals shall be received no later than 5:00 p.m. on April 17, 2020. Proposals received after this date and time shall not be accepted. Faxed copies of proposals shall not be accepted.

The contract start date is anticipated to be in June 2020 with a completion date of December 2021.

All proposals shall become part of the public file for the project, without obligation to the city of King City. The City reserves the right to reject any and all proposals for good cause, in the public interest, and is not liable for any costs incurred by the consultant in the preparation or presentation of the proposal.

SECTION 2 – PROJECT PERSONNEL

The following personnel shall serve on the project:

- Michael Weston, King City Manager, will oversee the Metro CET Planning and Development Grant, which is funding the project, and all project activities.
- Keith Liden, contract planner for the City, will be responsible for assisting the City and selected consulting team with land use planning support.
- Murraysmith, contract city engineer for the City, will be responsible for the necessary civil engineering and GIS mapping assistance for the project pertaining to water, storm drainage, sanitary sewer, and public infrastructure cost estimating, excluding traffic engineering. The proposed Murraysmith work scope is provided in Appendix A.
- City of King City staff will provide administrative support to the consulting team including mailing and posting of public notices and public event logistics.

SECTION 3 - PROJECT DESCRIPTION

Introduction

The city completed the *Concept Plan – King City Urban Reserve Area 6D*, which ultimately led to Metro approval to bring this area, which is now referred to as Beef Bend South, into the UGB at the end of 2018 (http://www.ci.king-city.or.us/departments/parks_and_recreation/final_r-2018-03_king_city_concept_plan_may_2018_with_appendices.php#outer-568sub-582). The Master Plan is intended to refine the concept plan to provide additional development detail and outcomes consistent with the 2040 Growth Concept, Urban Growth Management Functional Plan, and the Metro conditions of approval for the UGB decision (see Appendix B). This project will be coordinated with the city's first Transportation System Plan (TSP), which has been funded by the state's TGM program, to create a transportation plan that will be fully integrated with existing and future land use. The TSP is anticipated to be completed prior to the Master Plan. However, the project scope anticipates delaying TSP adoption until the Master Plan is completed to allow for any final adjustments to ensure consistency between the two plans. A copy of the TSP scope and schedule is available (see Appendix C). The Master Plan will guide the necessary amendments to the King City Comprehensive Plan and Community Development Code (CDC). The project will be funded largely by a Metro 2040 Planning and Development Grant.

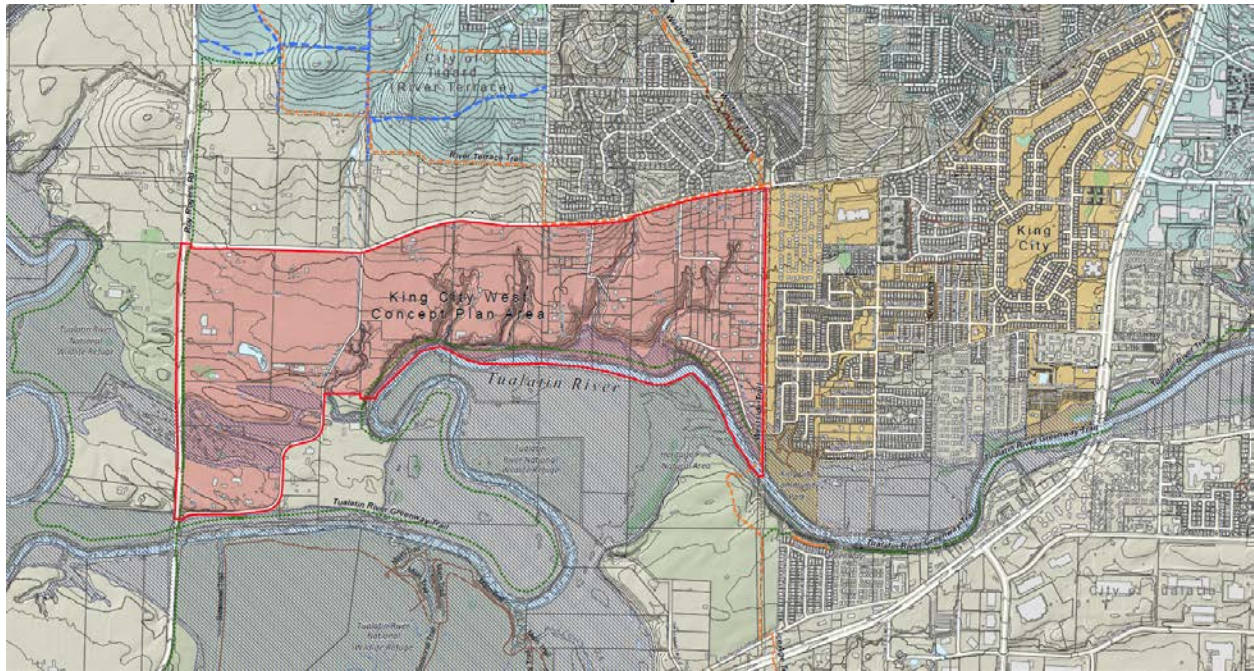
Planning Area Land Use and Zoning

This planning project will be focused on the Beef Bend South area bounded by the current King City limit on the east, Beef Bend Road on the north, the Tualatin River/Elsner Road on the south, and Roy Rogers Road on the west as shown as the "King City Concept Plan Area" on the site map. This area of approximately 528 acres contains property sizes and uses ranging from home sites of ½ to 4 acres on the east, larger rural residential and small agricultural properties in the central portion (1.2 to 10+ acres), and larger agricultural properties (up to 40+ acres) on the west. Non-residential and non-farm uses include a small airstrip (Meyer's Riverside Airport) and a commercial garden and landscaping supply business (Al's Garden and Home) on SW Roy Rogers Road. The planning area also contains sensitive lands including floodplain, riparian areas, and wetlands.

The planning area is completely within Washington County. The county's four zoning districts and one overlay zone reflect the existing land use:

- RR-5 Rural Residential, 5-acre minimum (eastern portion)
- AF-10 Agriculture and Forest District, 10-acre minimum (central portion)
- AF-5 Agriculture and Forest District, 5-acre minimum (central portion)
- EFU Exclusive Farm Use (western half)
- Private Use Airport Overlay, Meyer Riverside Airport (central portion/AF-5 District)

Site Map



Expected Project Outcomes

Desired planning outcomes will naturally be more fully developed as part of the public involvement process. However, the project shall be expected to achieve the following:

- Community consensus through a public involvement process that is inclusive and welcoming for all local residents, businesses, property owners, and community organizations, which is consistent with Metro's condition of approval for the UGB expansion.
- Continue and strengthen the level of coordination and cooperation between the city and agency and jurisdiction partners.
- A vibrant, walkable, and complete community where many every day needs are easily accessible.
- Housing choice and affordability for all current and future residents.
- A land use pattern and urban design that will contribute to providing safe, efficient, convenient, and reliable transportation choices to enhance connectivity and minimize automobile dependency.
- Protect environmentally sensitive lands and retain healthy ecosystems.
- Efficient and equitable provision of infrastructure and associated costs.
- Full compliance with the Metro conditions of approval for the UGB expansion decision (Exhibit C to Ordinance No. 19-1427) and Statewide Planning Goals.
- A Master Plan with a clear and practical implementation strategy and action items.
- Recommended King City Comprehensive Plan and Community Development Code amendments necessary to implement the Master Plan.

SECTION 4 – PROJECT SCOPE

The proposed project scope and responsibilities for the products are described below. The parties responsible for the products are shown with the following notations:

- Consulting team (C)
- King City staff – including Project Manager, Michael Weston (KC);
- King City contract planner, Keith Liden (KCP);
- City Engineer - Murraysmith (MS); and
- Metro Project Manager, Tim O'Brien (M).

Task 1 – CONSULTANT SELECTION

RFP process to:

- Select a consulting team in coordination with Metro.
- Finalize project scope and budget in coordination with Metro.
- Define roles and responsibilities for selected consulting team and city personnel:
 - City staff;
 - Contract city planner; and
 - Contract city engineer.

Key city staff/consulting team members will meet to review the key schedule and objectives for the project. Any adjustments to the project schedule and public participation plan will be addressed at this time.

Deliverables

- Consultant team selection and contract approval (C, KC, KCP, MS, M).
- Finalize project scope and schedule (C, KC, M).

Task 2 - PROJECT KICK-OFF

2.1 Detailed Schedule and Confirmation of Project Team Roles

Important discussion topics relating to overall project communication and management including:

- Confirming method for coordination, communication and on-going project management between the City, City contract consultants, consulting team, and Metro.
- Finalizing relevant existing conditions information to be collected in Task 3.
- Forming a Technical Advisory Committee (TAC) of agency representatives to assist the City throughout the planning process.
- Identifying potential stakeholders to be invited to participate on a Stakeholder Advisory Committee (SAC) to assist the city throughout the planning process.
- Method for tracking and addressing comments from the public, stakeholders, TAC, and SAC.
- Coordination between the TSP and master planning efforts.
- Inter-agency communication and coordination.

2.2 Public Involvement Plan and Website Engagement Tools

Finalize the public involvement plan to support the master planning process including:

- A broad-based, early and continuing opportunity for public involvement. Through the planning process, focused efforts shall be made to engage historically marginalized populations, including people of color, people with limited English proficiency, and people with low income, as well as people with disabilities, older adults and youth.
- Schedule for public events and their intended purpose.
- Schedule and method for producing and distributing master planning information to the public and stakeholders including the project website, mailers, and other means.
- Create a project website and format.
- Review and agree upon a list of individuals to be invited to participate in confidential focus interviews with the consulting team. This is proposed to be a representative group of local property owners, business representatives, developers, and community representatives. The purpose will be to gain important insight regarding the important planning issues for these different stakeholders.
- Develop a plan for inter-jurisdictional coordination and communication including the role of the TAC and other means.

2.3 Workshop Pre-Planning

To gain the maximum from public participation, the two workshops will be planned well in advance including:

- Setting dates and tentative agendas for the workshops with special consideration for how they will be the most engaging and productive.
- Determining how area residents, property owners, business representatives, and developers should be invited and involved in the workshops.
- Identifying how to maximize the ability of local residents and stakeholders to help shape the plan.

Deliverables

- Kick-off meeting to finalize the project scope, public and agency involvement plan, and schedule (C, KC, KCP, MS, and M). Meeting notes to be provided by the consulting team(C).
- Formation of the Technical Advisory Committee (TAC) and Stakeholder Advisory Committee (SAC). It is expected that many of the TAC and SAC representatives will also be on the TAC and SAC for the TSP. This will include city staff contacting the candidates to confirm their willingness to participate (KC, KCP, MS, and C).
- Final list of existing conditions information to be gathered and analyzed (KC, KCP, MS, and C).
- A list of potential focus interviewees and a schedule and format for conducting the interviews (KC, KCP, and C).
- Public involvement plan including an outline of the public involvement and workshop schedule, format, and city/consultant/partner jurisdiction roles (led by C with support from KC and KCP).

Task 3 – EXISTING CONDITIONS REPORT

3.1 Existing Policy and Plan Analysis

The purpose of this task is to update and expand upon the existing conditions reported in the recently completed Concept Plan and the developing TSP. The areas to be addressed include:

- DLCD – Identify statewide planning requirements that will be relevant to the project.
- Metro – Identify and evaluate relevant Metro planning policies (e.g., Region 2040, Regional Transportation Plan), requirements (e.g., Functional Plan), relevant regional planning activities, and the conditions of approval for the UGB expansion to include Beef Bend South.
- Adjoining Jurisdictions – Review and assess relevant plans and projects sponsored by adjoining jurisdictions including Tigard, Tualatin, Beaverton, Sherwood, and Washington County. In particular, this analysis must include existing and future urban development along the Roy Rogers Road corridor and identify opportunities for planning coordination.
- King City Comprehensive Plan and Community Development Code (CDC) – Identify relevant portions of the plan and CDC that are relevant to the Master Plan.

This task will involve the research and assembly of relevant information from available sources, including Metro’s RLIS system, the King City Comprehensive Plan and CDC, and field confirmation of developed/undeveloped land information.

3.2 Infrastructure and Public Facilities Analysis

The public facilities assessment will update the information prepared for the Concept Plan regarding the condition and capacity of existing and planned public facilities. Murraysmith shall be responsible for the items noted below, and the consulting team shall be responsible for the remainder. The condition and capacity of public facilities and services will be reviewed, evaluated, and updated as necessary in coordination local service providers including:

- Water (MS)
- Sanitary sewer (MS)
- Stormwater (MS)
- Transportation (acknowledge analysis completed for the TSP)
- Public buildings
- Parks, open space and natural areas
- Emergency services
- Schools

3.3 Market Assessment

An initial market assessment was conducted as part of the Concept Plan for URA 6D. A second market analysis is included as part of the TSP scope to generally confirm the overall market potential, density, and mix of future urban development in Beef Bend South and to ensure that the proposed transportation system will be able to support it. This third market analysis for the master planning work will focus more specifically on the mix and specific types of commercial, employment, and residential development that will be feasible and suitable for the mixed-use town center proposed in the concept plan and the remainder of the Beef Bend South area.

3.4 Multi-Modal Transportation Analysis

This task will involve review of the findings in the draft TSP regarding the identified opportunities and constraints of the existing transportation system, and proposed system improvements. The TSP will provide guidance regarding transportation system design standards, and this analysis will identify potential ways in which land uses, use mix, and urban design guidelines and standards might be used to create a functional and inviting multi-modal environment for the Beef Bend South area.

3.5 Preliminary Opportunities and Constraints Analysis

Based upon the updated and expanded existing conditions information, an opportunities and constraints analysis shall be conducted to identify key issues to be addressed during the master planning process. This preliminary analysis is intended to help initiate the discussion of opportunities and constraints during Public Workshop #1.

3.6 TAC/SAC Review

The TAC and SAC will be asked to review the draft existing conditions information and the opportunities and constraints analysis and to provide feedback and recommended changes to the draft existing conditions report and opportunities and constraints analysis.

3.7 Public Workshop #1 - Opportunities

This will be the first major public involvement activity introducing the public to the project scope, its relationship to the Concept Plan and the TSP, key state/regional requirements, existing conditions analysis results (with an opportunity for the public to comment before it's finalized), and a facilitated discussion regarding draft goals and objectives (beginning with what is in the Concept Plan). Activities will include:

- Provide an overview of the Concept Plan, the TSP that will be in process, and the Master Plan, including the project schedule.
- Review the proposed public involvement opportunities during the master planning process.
- Review the preliminary assessment of the opportunities, constraints with the public and encourage discussion, comments, and recommendations.
- Facilitated session to identify desired outcomes.
- Review of next steps in the master planning process.

3.8 Planning Commission/City Council Briefing

The Planning Commission and City Council will be asked to review the draft existing conditions information and the opportunities and constraints analysis, review the Public Workshop #1 results, and to give feedback and recommended changes.

Deliverables

- An existing conditions report that updates and builds upon the information presented in the Concept Plan including the following: Existing policy and plan analysis summarizing relevant planning goals, objectives, and/or directives, including those of neighboring jurisdictions and partner agencies (C).

- A memorandum identifying the agencies responsible for water, sanitary sewer, and storm water, the current condition of these facilities, identified system improvements that are planned or anticipated, and anticipated issues related to future growth (MS). This will build upon the information gathered for the Concept Plan.
- A memorandum identifying the agencies responsible for public buildings and open space, emergency services and schools, public transit, the current condition of these facilities and services, identified facility or service improvements, and anticipated issues related to future growth (C).
- A memorandum, building upon the market analyses conducted with the Concept Plan and TSP, summarizing the market and land development climate and a market analysis of the potentially feasible development typologies, densities, and financing tools. This report will pay particular attention to evaluating the mixed-use town center proposed in the Concept Plan (C).
- Public notice and location arrangements for Public Workshop #1 (KC).
- Organization, preparation, facilitation, and meeting notes of Public Workshop #1 (C).
- Briefing before the Planning Commission and City Council regarding the work completed to date, including Public Workshop #1 (C).
- An opportunity and constraints analysis reflecting input from the TAC, SAC, Workshop #1, Planning Commission and City Council (C).

Task 4 – DEVELOP GOALS, OBJECTIVES, AND MASTER PLAN ALTERNATIVES

4.1 Preliminary Draft Goals, Objectives, and Master Plan Alternatives

Using the public comments and preferred outcomes expressed in Public Workshop #1, the consulting team shall draft goals, objectives, and up to three Master Plan alternatives that should include, but not be limited to, the following topics:

- Natural systems.
- Land use and urban design.
- Housing affordability.
- Mobility.
- Public utilities, facilities, and services (water, sanitary sewer, and storm drainage by MS).
- Infrastructure funding.
- Development phasing and interjurisdictional coordination.

The primary purpose of the Master Plan alternatives will be to build upon the Concept Plan and to illustrate different ways in which it may be refined and implemented.

4.2 Engage the TAC, SAC, and Other Stakeholders

The preliminary draft goals, objectives, and alternatives will be presented to the TAC, SAC, and other stakeholders. The materials presented will include results of the first workshop and related public involvement activities. The preliminary goals, objectives, and alternatives will be reviewed by the TAC, SAC, and other stakeholders who will be asked to comment and propose amendments as appropriate. The purpose of the meetings will be to develop a draft Master Plan and implementation strategy for public review and comment in Task 5.

4.3 Planning Commission and City Council Briefings

The consultant shall present the preliminary draft goals, objectives, and land use/urban design alternatives to the King City Planning Commission and City Council with city staff assistance. This presentation will include a review of the first workshop results, TAC/SAC input, and related public involvement activities. The Planning Commissioner and City Council members will be asked to comment on the preliminary draft.

Deliverables

- Preliminary draft of the Master Plan goals, objectives, and up to three land use/urban design alternatives (C in consultation with KC, KCP, MS, and M).
- Creation of plan diagrams necessary to effectively present the alternative land use and urban design concepts (C in consultation with KC, KCP, MS, and M).
- Preliminary recommendations regarding the level and types of support, which will be necessary to realize the types of uses and development form envisioned in the planning alternatives (C).
- Presentation/work session with the TAC and SAC (C with assistance from KC, KCP, and MS).
- Presentation/work session with the Planning Commission and City Council (C with assistance from KC, KCP, and MS).

Task 5 - DRAFT MASTER PLAN AND IMPLEMENTATION STRATEGY

5.1 Draft Master Plan – Development of the Public Review Draft

A primary purpose of this task will be to narrow the range of alternative approaches in the Master Plan alternatives. A work session with the Planning Commission is proposed to: 1) review the comments and recommendations received regarding the preliminary alternatives; and 2) provide direction to the consultant team regarding the content of the preliminary review draft of the Beef Bend South Master Plan and Implementation Strategy. The consulting team, in collaboration with the city, will draft a preliminary draft document for Planning commission review and comment followed by another review round with the TAC and SAC.

Plan Elements

The public review draft of the Master Plan will include:

- Describe the Master Plan alternatives and key elements identified in Task 4.1.
- Illustrative examples to describe key plan concepts related to land use, urban design, active transportation, open space, and natural resource protection.
- Present a summary of the related King City Comprehensive Plan and Community Development Code amendments that will be necessary to implement the Master Plan.
- Identify the relative advantages/disadvantages of the alternatives.
- Preliminary analysis regarding how the alternatives comply with state, Metro, and local requirements and needs. This analysis will be finalized as part of Task 6.

TSP Synthesis

Describe how the Master Plan alternatives support the TSP, and indicate what TSP modifications might be necessary to result in a well-integrated TSP and Master Plan, including the following considerations:

- Transportation context – especially the Roy Rogers corridor and the other new development that is planned or being constructed in Sherwood, Tigard, Beaverton, and Washington County.
- Key elements of the TSP and how they relate to the draft Master Plan alternatives and how the TSP and Master Plan are, or modified to be, mutually supportive.
- Active transportation and how the TSP and draft Master Plan alternatives are designed to promote walking, bicycling, and transit.

Implementation Strategy

A draft implementation strategy shall be developed to accompany the draft Master Plan alternatives. This should include:

- Plan and code actions to be completed in conjunction with Master Plan adoption:
 - Final adoption of the TSP.
 - Adopt King City Comprehensive Plan Amendments.
 - Adopt King City Community Development Code amendments
- Annexation and development phasing strategy.
- Financing strategy and feasibility analysis for public improvements, including SDCs and other financing mechanisms.
- Continued design refinement relating to land use, urban design, mobility, streetscape, and environmental protection.

5.2 Public Workshop #2 – Public Review Draft

The purpose of this second public workshop will be to describe the key elements and alternatives in the draft Master Plan, and solicit comments and preferences from the attendees regarding the Master Plan and alternatives.

5.3 TAC/SAC Review

The TAC/SAC shall meet to receive a debrief regarding Workshop #2 results, and make recommendations on a preferred alternative and any recommended amendments to the Master Plan elements for PC/CC consideration.

5.4 Presentation to the King City Planning Commission and City Council

The consulting team will present a recommended Beef Bend South Master Plan and Implementation Strategy based upon public, TAC/SAC, and agency input. Additional refinements may be made as directed by the Planning Commission or City Council.

Deliverables

- Preparation of a recommended Beef Bend South Master Plan and Implementation Strategy that complies with applicable state, Metro, and city policies and requirements (C with input from KC KCP and MS).
- Public Workshop #2 (C with assistance from KC, KCP, and MS).
- Presentation to the King City Planning Commission and City Council (C with assistance from KC, KCP, and MS).

- Supporting graphic materials and exhibits for the Workshop #2 and commission/council presentation (C).

Task 6 – PLAN CONSISTENCY ANALYSIS

6.1 Master Plan Evaluation and Findings

The consultant will provide an analysis with findings to demonstrate compliance with the following:

- Metro conditions of approval on land added to the UGB (Appendix B).
- Urban Growth Management Functional Plan Evaluation.
- Consistency with state planning and implementation requirements.
- Consistency and coordination with local plans.

6.2 King City Comprehensive Plan, Community Development Code, and TSP Amendments

The consultant will provide a memorandum specifying the recommended amendments to the King City Comprehensive Plan, CDC, and TSP necessary to support the preferred Master Plan alternative. These amendments shall be written with sufficient specificity to identify the amendments that will be completed during Task 7.

Deliverables

- Master Plan evaluation and findings covering the planning requirements noted under Task 6.1 (C with assistance from KC, KCP).
- Identification of Comprehensive Plan, CDC, and TSP Amendments necessary to support the preferred Master Plan alternative (C with assistance from KC, KCP).

Task 7 – FINAL MASTER PLAN AND IMPLEMENTATION STRATEGY

7.1 Master Plan Document and Supporting Analysis

In coordination with city staff, the consultant will prepare the final Beef Bend South Master Plan and Implementation Strategy and supporting analysis for public hearings and adoption.

7.2 King City Comprehensive Plan Amendments

Proposed King City Comprehensive Plan amendments necessary to implement the Beef Bend South Master Plan and Implementation Strategy will be prepared by the consultant. The City may elect to include other plan amendments, not directly related to the Master Plan, in this amendment package.

7.3 King City Community Development Code Amendments

Proposed King City Community Development Code amendments necessary to implement the Beef Bend South Master Plan and Implementation Strategy will be prepared by the consultant. The city may elect to include other CDC amendments, not directly related to the Master Plan, in this amendment package.

7.4 King City TSP Amendments

Proposed final amendments to the King City TSP that are necessary to implement the Beef Bend South Master Plan and Implementation Strategy will be prepared by the consultant.

7.5 Implementation and Finance Plan

The consultant shall prepare proposed implementation and finance plan actions necessary to implement the Beef Bend South Master Plan and Implementation Strategy, which are consistent with Urban Growth Management Functional Plan Title 11 requirements and include a developer agreement process.

7.6 TAC/SAC Review

Final TAC/SAC meetings will be held to review the entire Master Plan package to receive final comments and recommendations. Supplemental meetings with stakeholders regarding proposed CDC amendments, infrastructure financing, and phasing are anticipated in conjunction with this review.

7.7 Public Hearings and Adoption

Complete the public hearing process with the Planning Commission and City Council to adopt the Beef Bend South Master Plan along with King City Comprehensive Plan, CDC, and TSP amendments necessary to implement the plan.

Deliverables

- Report to the Planning Commission and City Council including findings of compliance with Statewide Planning Goals and Guidelines, Metro Functional Plan, Metro conditions of approval for the UGB expansion decision (Exhibit C to Ordinance No. 19-1427), and King City Comprehensive Plan (C).
- Final Beef Bend South Master Plan and Implementation Strategy (C)
- Final King City Comprehensive Plan amendment package (C)
- Final CDC amendment package (C).
- Final King City TSP amendments (C).
- Public hearings with the King City Planning Commission and City Council (C with assistance from KC, KCP and MS)
- Adoption (KC, KCP).

SECTION 5 – PROJECT BUDGET

Estimated Project Budget by Task

Beef Bend South Master Plan and Implementation Strategy	METRO CET GRANT FUNDS			CITY MATCH	TOTAL PROJECT FUNDS
	Consultant Fees	Murraysmith Fees	City Direct Costs*	City Staff & Planner	
Task 1: Consultant Selection	\$0	\$0	\$0	\$1,500	\$1,500
Task 2: Project Kick-Off	\$15,000	\$2,000	\$500	\$2,500	\$13,000
Task 3: Existing Conditions Report	\$60,000	\$11,500	\$1,500	\$11,000	\$56,500
Task 4: Develop Goals and Objectives	\$30,000	\$17,500	\$1,000	\$5,000	\$40,500
Task 5: Draft Master Plan	\$110,000	\$15,500	\$1,500	\$22,000	\$114,000
Task 6: Plan Consistency Analysis	\$15,000	\$0	\$500	\$6,500	\$37,000
Task 7: Final Master Plan	\$58,000	\$9,500	\$1,000	\$11,500	\$147,500
Total	\$288,000	\$56,000	\$6,000	\$60,000	\$410,000
GRAND TOTAL	\$350,000			\$60,000	\$410,000
* Direct costs for printing notices, newsletters, and postage.					

SECTION 6 – PROPOSAL FORMAT

The proposal shall include the following information and responses to the criteria in the format outlined in the following subsections.

Cover Letter

The letter shall name the person(s) authorized to represent the consultant(s) in any negotiations and name of the person(s) authorized to sign any contract, which may result. The letter shall indicate insurance carried by the consultant(s). The proposal letter shall be signed by an authorized representative of the consultant(s).

Consultant Firm Capabilities

What similar projects have been performed within the last 10 years? The projects should be briefly described and include a reference name and phone number and/or email address.

Project Personnel Capabilities and Commitment

The City's interest is to have consultant skills and experience that are relevant to this project. Identify the project personnel who will be assigned to the project, including a summary of their relevant project experience, and their roles and time commitment for this project.

Racial Equity and Diversity

Explain how well the proposal will advance racial equity and diversity through:

- The inclusion of COBID Certified Businesses,
- Overall diversity of the lead firm,
- Inclusion and engagement of other partners or methods, and/or
- Approaches to implement the work plan that engage underrepresented communities.

The use of COBID certified minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans and emerging small businesses is encouraged to the maximum extent practical. Indicate if your firm is a COBID Certified Business, describe the diversity of demographics of the proposal team including subcontractors (if applicable), and identify any proposed methods or approaches to include underrepresented communities.

Project Understanding and Approach

Please describe any creative approaches you might offer for completing the described tasks, project elements, coordination with the TSP, and budget more effectively, while maximizing the Beef Bend South Master Plan's value as a guide for future development and public improvements.

Supporting Information

Supporting information may be presented including resumes, project experience, work samples, and similar information.

SECTION 7 – PROPOSAL REVIEW, EVALUATION AND SELECTION

Proposal Components

Each proposal will be limited in length and judged as a demonstration of the consultant's capabilities and understanding of the project. Covers and divider sheets will not be counted as pages. If the consultant chooses to submit 3 paper copies (alternative to emailing a pdf), each copy should be stapled in the upper left corner. The proposal contents, maximum points, and page limitations (one page is considered to be an 8 ½ X 11- inch sheet) will be as follows:

Contents	Max. # Pages	Max. Points
Cover Letter	2	0
Consultant Firm Capabilities	5	20
Project Personnel Capabilities and Commitment	5	35
Racial Equity and Diversity	2	15
Project Understanding and Approach	6	25
Supporting Information	20	5
TOTAL	40	100

Evaluation and Selection

The city of King City will award a contract to the consultant(s) whose proposal would be most advantageous to the City. The City reserves the right to request an interview.

SECTION 8 – CONTRACT REQUIREMENTS

The successful consultant(s) shall enter into a Professional Services Agreement with the City (example provided in Appendix D).

APPENDIX A
Murraysmith Scope

Beef Bend South Master Plan

City of King City

Scope of Work – Public Infrastructure

TASKS, DELIVERABLES and SCHEDULE

Murraysmith shall complete all tasks and provide all deliverables included in this scope of work. The major and framework infrastructure improvements are limited to domestic water, sanitary sewer, and storm drainage.

Task 2. Project Kick-off.

2.1: Kick-off meeting.

City and Murraysmith will plan and facilitate a kick-off meeting. The meeting will cover City expectations, project objectives, key issues, and ideas for successful collaboration.

Deliverables:

2.1: Kick-off meeting

Task 3: Existing Conditions Report.

3.1: Existing Condition Analysis – Potable Water, Sanitary Sewer, Storm Drainage.

Under this task, Murraysmith will update information provided in the Concept Plan regarding condition and capacity of existing and proposed water, sanitary sewer and stormwater facilities needed to serve the Master Plan area. The analysis will build upon concepts developed for infrastructure service as described in the King City Urban Reserve Area 6D Concept Plan.

Potable Water: Murraysmith will review the City of Tigard’s existing water master plan. Murraysmith will coordinate with City of Tigard regarding recent, current, and planned upgrades of water system infrastructure that will or are needed to serve the Master Plan area.

Sanitary Sewer: Murraysmith will review current CWS master planning for the area, including the recently completed Upper Tualatin Interceptor Study, and the CWS East Basin Facilities Plan currently underway. Murraysmith will coordinate with CWS staff regarding status of planned, underway, and recently completed projects that will serve the Master Plan area.

Storm Drainage: Murraysmith will review current CWS master planning for the area, and recent changes to the District’s Design and Construction Standards, including new standards regarding hydromodification management. Murraysmith will coordinate with CWS, Washington County and City of Tigard staff regarding status of planned, underway, and recently completed projects that will serve and/or affect the Master Plan area.

Task 4 – Develop goals, Objectives, and Master Plan Alternatives.

4.1: Master Plan Alternatives - Potable Water, Sanitary Sewer, Storm Drainage Infrastructure.

Under this task, Murraysmith will coordinate the Beef Bend South Master Plan concepts with the infrastructure system evaluations performed in Task 3 to develop alternatives for public infrastructure.

Potable Water: Under this task, Murraysmith will review the City of Tigard’s existing water master plan and evaluate whether offsite water system improvements are needed. If improvements are needed, Murraysmith will evaluate alternatives to serve the planning area.

Sanitary Sewer: As part of this task, Murraysmith will coordinate early concepts developed in the Concept Plan with the pipe routing concepts proposed in the CWS Upper Tualatin Interceptor Study completed in 2017. Murraysmith will make assumptions relative to the proposed development in the Beef Bend South area regarding anticipated flows contributing to the system based on rough estimates of development densities. Murraysmith will evaluate alternatives for routing sewer piping and estimate the size of piping based on planning criteria developed by CWS and will develop cost estimates for the required improvements. Trunk sewer routing will be developed and configured to serve the Beef Bend South area utilizing existing and planned CWS infrastructure to the extent possible, generally in accordance with CWS’ Upper Tualatin Interceptor Study. Murraysmith will evaluate alternatives to find the most cost-effective routing while minimizing impacts to sensitive areas.

Storm Drainage: Under this task, Murraysmith will evaluate alternatives to serve the Beef Bend South Master Plan area, review the existing stormwater system based on preliminary development assumptions and CWS’ current Design and Construction Standards, and evaluate whether offsite storm system improvements are needed. If improvements are needed, Murraysmith will evaluate alternatives to serve the planning area.

For budgeting purposes, it is anticipated that Murraysmith will review and prepare up to 3 alternatives each for sewer, water, and storm drainage. It is anticipated that Murraysmith will use existing CWS hydraulic and hydrologic models (InfoSWMM) for system analysis.

For budgeting purposes, it is anticipated that Murraysmith will use preliminary rough estimates of development layout and densities to route and size offsite piping. If multiple versions of layout and densities are desired to be reviewed relative to offsite piping, this work will be conducted outside this scope of work.

It is anticipated the layout for piping and coordination with roadway routing in the Beef Bend South Master areas will be conducted in coordination with the City’s Planning Consultant and the TSP provided by the City Consultant.

4.2: Engage the TAC, SAC, and Other Stakeholders.

The city and Consultant will plan and facilitate a kick-off meeting for the Technical Advisory Committee (TAC) and Stakeholders Advisory Committee (SAC) and interested parties. The city and Consultant will prepare a presentation about the project background, planning area and process. Murraysmith will prepare and present initial working results from the context and site analysis.

4.3: Planning Commission and City Council briefings – presentation/work session.

Murraysmith will assist with and attend the meetings.

Deliverables:

4.1: TAC/SAC meeting

4.2: PC presentation/work meeting

4.3: CC presentation/work meeting

Task 5 – Draft Master Plan and Implementation Strategy.

5.1: Draft Master Plan – Development of the Public Review Draft.

Murraysmith will address public infrastructure plans and strategies for water, sanitary, and storm sewer.

- Prepare for and attend public workshop.
- Attend TAC/SAC work session
- Prepare draft master plan sections discussing analysis and recommendations for potable water, sanitary sewer and stormwater infrastructure as outlined by Planning Consultant.
- Assist City and Planning Consultant in drafting preliminary draft master plan document.

Deliverables:

Public Workshop #2

Draft master plan sections for water, sanitary sewer and stormwater

PC presentation/work meeting

CC presentation/work meeting

Task 6 – Plan Consistency Analysis.

None.

Task 7 – Final Master Plan and Implementation Strategy.

7.1: Master Plan Document and Supporting Analysis. Murraysmith will address public infrastructure plans and strategies for water, sanitary, and storm sewer based on comments and direction from City.

- Attend TAC/SAC work session
- Assist City and Planning Consultant in drafting final master plan document.
- Prepare for and attend public hearings at Planning Commission and City Council meetings (two each).

Deliverables:

PC presentation/public hearing

Final master plan sections for water, sanitary sewer and stormwater

CC presentation/ public hearing

Proposed Budget Estimate

TASK	COST ESTIMATE
Task 1 – CONSULTANT SELECTION	\$0
Task 2 – PROJECT KICK-OFF	\$2,000
Task 3 – EXISTING CONDITIONS REPORT	\$11,500
Task 4 – DEVELOP GOALS AND OBJECTIVES	\$17,500
Task 5 – DRAFT MASTER PLAN AND IMPLEMENTATION STRATEGY	\$15,500
Task 6 – PLAN CONSISTENCY ANALYSIS	\$0
Task 7 – FINAL MASTER PLAN AND IMPLEMENTATION STRATEGY	\$9,500
TOTAL	\$56,000

APPENDIX B
Metro UGB Conditions

Conditions of Approval on Land Added to UGB

A. Comprehensive planning in the four UGB expansion areas:

1. Within four years after the date of this ordinance, the four cities shall complete comprehensive planning consistent with Metro code section 3.07.1120 (Planning for Areas Added to the UGB).
2. The four cities shall allow, at a minimum, single family attached housing, including townhomes, duplexes, triplexes, and fourplexes, in all zones that permit single family housing in the expansion areas.
3. The four cities shall explore ways to encourage the construction of ADUs in the expansion areas.
4. As the four cities conduct comprehensive planning for the expansion areas, they shall address how their plans implement relevant policies adopted by Metro in the 2014 regional Climate Smart Strategy regarding: (a) concentrating mixed-use and higher density development in existing or planned centers; (b) increasing use of transit; and (c) increasing active transportation options. The cities shall coordinate with the appropriate county and transit provider regarding identification and adoption of transportation strategies.
5. As the four cities conduct comprehensive planning for the expansion areas, they shall regularly consult with Metro Planning and Development staff regarding compliance with these conditions, compliance with the Urban Growth Management Functional Plan, compliance with the state Metropolitan Housing Rule, and use of best practices in planning and development, and community engagement. To those ends, cities shall include Metro staff in advisory groups as appropriate.
6. At the beginning of comprehensive planning, the four cities shall develop – in consultation with Metro – a public engagement plan that encourages broad-based, early and continuing opportunity for public involvement. Throughout the planning process, focused efforts shall be made to engage historically marginalized populations, including people of color, people with limited English proficiency and people with low income, as well as people with disabilities, older adults and youth.

B. Citywide requirements (for the four cities):

1. Within one year after the date this ordinance is acknowledged by LCDC (excluding any subsequent appeals), the four cities shall demonstrate compliance with Metro code section 3.07.120(g) and ORS 197.312(5) regarding accessory dwelling units. In addition to the specific requirements cited in Metro code and state law, cities shall not require that

accessory dwelling units be owner occupied and shall not require off street parking when street parking is available.

2. Before amending their comprehensive plans to include the expansion areas, the four cities shall amend their codes to ensure that any future homeowners associations will not regulate housing types, including accessory dwelling units, or impose any standards that would have the effect of prohibiting or limiting the type or density of housing that would otherwise be allowable under city zoning.
3. Before amending their comprehensive plans to include the expansion areas, the four cities shall amend their codes to ensure that any future homeowners associations will not require owner occupancy of homes that have accessory dwelling units.
4. The four cities shall continue making progress toward the actions described in Metro Code section 3.07.620 (Actions and Investments in Centers, Corridors, Station Communities, and Main Streets).
5. Cities shall engage with service providers to consider adoption of variable system development charges designed to reduce the costs of building smaller homes in order to make them more affordable to purchasers and renters.
6. For at least six years after this UGB expansion, the four cities shall provide Metro with a written annual update on compliance with these conditions as well as planning and development progress in the expansion areas. These reports will be due to the Metro Chief Operating Officer by December 31 of each year, beginning December 31, 2019.

C. Beaverton:

1. Beaverton shall plan for at least 3,760 homes in the Cooper Mountain expansion area.
2. The expansion area shall be designated Neighborhood on the 2040 Growth Concept map.
3. The city may propose the addition of Corridors for depiction on the 2040 Growth Concept map as an outcome of comprehensive planning for the area.

D. Hillsboro:

1. Hillsboro shall plan for at least 850 homes in the Witch Hazel Village South expansion area.
2. The expansion area shall be designated Neighborhood on the 2040 Growth Concept map.

3. The city may propose the addition of Corridors for depiction on the 2040 Growth Concept map as an outcome of comprehensive planning for the area.

E. King City:

1. King City shall coordinate with Washington County and the City of Tigard as it engages in its work on a Transportation System Plan, other infrastructure planning, and comprehensive planning.
2. Before amending the King City comprehensive plan to include the expansion area, King City shall conduct additional market analysis to better understand the feasibility of creating a new mixed-use town center.
3. Pending the results of the market analysis of a new town center, King City shall plan for at least 3,300 homes in the Beef Bend South expansion area. If the market analysis indicates that this housing target is infeasible, King City shall work with Metro to determine an appropriate housing target for the expansion area.
4. The expansion area shall be designated Neighborhood on the 2040 Growth Concept map.
5. Pending the results of the market analysis of a new town center, Metro will work with King City to make necessary changes to the 2040 Growth Concept map.
6. Prior to amending the King City comprehensive plan to include the expansion area, King City shall complete a Transportation System Plan for the city.
7. Prior to amending the King City comprehensive plan to include the expansion area, King City shall amend its code to remove barriers to the construction of accessory dwelling units, including:
 - a. Remove the requirement that accessory dwelling units can only be built on lots that are at least 7,500 square feet, which effectively prohibits construction of accessory dwelling units in the city.
 - b. Remove or increase the requirement that accessory dwelling units be no bigger than 33 percent of the square footage of the primary home so that an accessory dwelling unit of at least 800 square feet would be allowable.
8. The Columbia Land Trust holds a conservation easement over portions of the Bankston property, which King City's concept plan identifies as the intended location for a key transportation facility serving the expansion area. King City shall work with the Columbia Land Trust to protect, to the maximum extent possible, the portion of the

Bankston property covered by the conservation easement.

9. To reduce housing costs, King City shall, in its comprehensive planning, explore ways to encourage the use of manufactured housing in the expansion area.

F. Wilsonville:

1. Wilsonville shall plan for at least 1,325 homes in the Advance Road expansion area.
2. The expansion area shall be designated Neighborhood on the 2040 Growth Concept map.
3. The city may propose the addition of Corridors for depiction on the 2040 Growth Concept map as an outcome of comprehensive planning for the area.

G. West Union Village Property:

1. There shall be no change of use or intensification of individual uses on any portion of the 4.88-acre property until Urban Reserve Area 8F has been brought into the UGB and the City of Hillsboro has adopted comprehensive plan amendments for the surrounding urban reserve land.

APPENDIX C

TSP Scope

TASKS, DELIVERABLES and SCHEDULE

Consultant shall complete all tasks and provide all deliverables (collectively, the “Services”) included in this statement of work, unless specifically stated otherwise in a particular task order. Consultant shall provide all labor, equipment and materials to manage, coordinate, and complete the work in accordance with the performance and delivery schedules identified in this statement of work (“SOW”).

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 seven 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 milestone
- 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 statement of work
- Communication protocols
- 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 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 during the course of the Project.

City Deliverables

- 1a In-person PMT Meetings, up to 7 (Subtask 1.1)
- 1b PMT Check-In Meetings, up to 30 (Subtask 1.1)
- 1c Consolidated comments on Task 1 Consultant deliverables

Consultant Deliverables

- 1A In-person PMT Meetings, up to 7 (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, 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/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
- 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, summarizing major findings and utilizing graphics 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 City 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 including a project Fact Sheet and an Overview Video. The final version of the Project Website must be suitable to serve as a condensed, web-based TSP.

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)
- All data collected for this project.

- 2.3 Tabling/Canvassing Existing Community Events and Targeted Outreach to EJ/Title VI Communities - Consultant shall plan, develop materials for, and lead public and stakeholder involvement for up to eight events as outlined in the Public and Stakeholder Involvement Plan. EJ/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, establishing relationships with a community based organization as a paid vendor to plan, facilitate, and document focused events. City staff shall assist in EJ/Title VI outreach events.
- 2.4 In-Person and Online Open Houses – 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 Consolidated comments on Task 2 Consultant deliverables.
- 2b Demographic data (such as voter registration counts, etc.) that is anonymized and can be used to inform Subtask 2.1
- 2c City web compatibility requirements (Subtask 2.3)
- 2d 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/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 Stakeholder List, Input and Response 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, which 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, Consultants 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 Consolidated comments on Task 3 Consultant deliverables.

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 memo summarizing relevant land use analysis and projections done to date through 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

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 schedule and lead a Planning Commission discussion of written and graphic deliverables from Tasks 2-4, as designated by PMT.

City Deliverables

- 4a Consolidated comments on Task 4 Consultant deliverables.
- 4b TAC Meeting #1 (Subtask 4.4)
- 4c Assistance with zoning assumption development and model coding (Subtask 4.5)
- 4d TAC Meeting #2 (Subtask 4.6)
- 4e 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 and Financial Feasibility 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/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 Rd to SW Roy Rogers Road, on Roy Rogers from Bull Mountain to 99W, and on SW Beef Bend from Roy Rogers to 99W.

City Deliverables

5a Consolidated comments on Task 5 Consultant deliverables.

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 Analysis 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 Consolidated comments on Task 6 Consultant deliverables.
- 6b 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/trails, desired transit routes/stops/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 graphics-centered summary of the major trade-offs in benefits, impacts, and cost between the three scenarios, developed to be understandable for general audiences. Consultant shall prepare a detailed technical report of the results of evaluation of transportation network alternatives.

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 schedule and lead a Planning Commission and City Council work session to discuss key deliverables from Tasks 7, as designated by PMT.

City Deliverables

7a Consolidated comments on Task 7 Consultant deliverables.

- 7b TAC Meeting #4 (Subtask 7.5)
- 7c 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, and 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 Consolidated comments on Task 8 Consultant deliverables
- 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 Consolidated comments on Task 9 Consultant deliverables

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		Schedule
1	Project Management	Month 1 through end of project
2	Public and Stakeholder Involvement	Month 1 through end of project
3	Policy and Planning Framework	Month 1-3
4	Land Use Refinement and Market Analysis	Month 2-6
5	Transportation Vision and Policies	Month 3-8
6	Transportation Existing Conditions and Needs Analysis	Month 6-9
7	Transportation Network Evaluation	Month 10-15
8	Transportation System Plan	Month 15-21
9	Contingency Tasks	As authorized

Consultant Deliverables and Budget		
Task	Description	Fixed Amount per Deliverable
1	Project Management	
1A	In-person PMT Meetings, up to 7 (Subtask 1.1)	\$6,475 (\$925 each)
1B	PMT Check-In Meetings, up to 30 (Subtask 1.1)	\$12,300 (\$410 each)
1C	Project Management Plan (Subtask 1.2)	\$ 1,650
1D	Project Decision Log (Subtask 1.3)	\$ 2,600
	Subtotal - Task 1	\$ 23,025
2	Public and Stakeholder Involvement	
2A	Public and Stakeholder Involvement Plan and Community Demographics Analysis (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/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	Stakeholder List, Input and Response 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 and Financial Feasibility 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)	\$ 3,200
	Subtotal - Task 4	\$ 71,450
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)	\$ 1,900
5E	Project Prioritization Framework (Subtask 5.4)	\$ 1,950
5F	TSP Evaluation Methodology Memorandum (Subtask 5.5)	\$ 2,800
	Subtotal - Task 5	\$ 23,350
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)	\$ 7,550
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)	\$ 1,550
	Subtotal - Task 7	\$ 35,850
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)	\$ 4,250
8E	TSP (Subtask 8.2)	\$ 20,250
8F	Draft Staff Report (Subtask 8.2)	\$ 4,300
8G	Findings of Compliance (Subtask 8.2)	\$ 5,250
	Subtotal - Task 8	\$ 44,400
	SUBTOTAL NON-CONTINGENCY	\$ 284,225
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	\$9,225 (\$615 each)
	Subtotal - Task 9	\$ 15,625
	SUBTOTAL CONTINGENCY	\$ 15,625
	TOTAL NON-CONTINGENCY + CONTINGENCY	\$ 299,850

APPENDIX D
Professional Services Agreement

**CITY OF KING CITY, OREGON
PERSONAL SERVICES CONTRACT**

THIS AGREEMENT made and entered into this _____ day of _____, _____ by and between the City of King City, a municipal corporation of the State of Oregon, hereinafter called City, and _____, hereinafter called Consultant.

RECITALS

WHEREAS, the City's _____ fiscal year budget provides for services related to _____; and

WHEREAS, City has need for the services of a company with a particular training, ability, knowledge, and experience possessed by Consultant, and

WHEREAS, City has determined that Consultant is qualified and capable of performing the professional services as City does hereinafter require, under those terms and conditions set forth,

THEREFORE, the Parties agree as follows:

1. SERVICES TO BE PROVIDED

Consultant shall initiate services immediately upon receipt of City's notice to proceed together with an executed copy of this Agreement. Consultant agrees to complete work that is detailed in Exhibit A and by this reference made a part hereof. Any and all work assigned by the City will be contained in subsequent scope of work as needed

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, on _____. All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. COMPENSATION

The City agrees to pay Consultant in accordance with the fee schedule outlined in Exhibit A for performance of those services described herein and in any subsequent agreements that arise from the work under this Agreement. The total amount paid to the Consultant by the City shall not exceed _____ Dollars (\$\$\$,\$\$\$.cc) if all tasks are completed. Any and all payments made to the Consultant shall be based upon the following applicable terms:

- A.** Payment by City to Consultant for performance of services under this Agreement includes all expenses incurred by Consultant, with the exception of expenses, if any identified in this Agreement as separately reimbursable.
- B.** Payment will be made in installments based on Consultant's invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.

- C. Payment by City shall release City from any further obligation for payment to Consultant, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- D. Consultant shall make payments promptly, as due, to all persons supplying labor or materials for the prosecution of this work.
- E. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on any account of any labor or material furnished.
- F. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- G. If Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Consultant or a subcontractor by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Consultant. The payment of the claim in this manner shall not relieve Consultant or their surety from obligation with respect to any unpaid claims.
- H. Consultant shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime.
- I. Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Consultant or all sums which Consultant agrees to pay for such services and all moneys and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- J. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract during the current fiscal year and the projected budget for next fiscal year. Funding during future fiscal years beyond what is previous mentioned shall be subject to budget approval by King City's City Council.

4. OWNERSHIP OF WORK PRODUCT

City shall be the owner of and shall be entitled to possession of any and all work products of Consultant which result from this Agreement, including any computations, plans, correspondence or pertinent data and information gathered by or computed by Consultant prior to termination of this Agreement by Consultant or upon completion of the work pursuant to this Agreement.

5. ASSIGNMENT/DELEGATION

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect

whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Consultant shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City.

6. STATUS OF CONSULTANT AS INDEPENDENT CONSULTANT

Consultant certifies that:

- A.** Consultant acknowledges that for all purposes related to this Agreement, Consultant is and shall be deemed to be an independent Consultant as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Consultant is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Consultant under the terms of this Agreement, to the full extent of any benefits or other remuneration Consultant receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Consultant or to a third party) as a result of said finding.
- B.** The undersigned Consultant hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Consultant, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

If this payment is to be charged against Federal funds, Consultant certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.

Consultant and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

- C.** Consultant shall, prior to the execution of any performance under this Agreement, register for the City's Business Tax. The King City Business Tax Registration is based on a fiscal year with a June 30th expiration date.
- D.** Consultant is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. INDEMNIFICATION

City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant represents that all of its work will be performed in accordance with generally accepted professional practices and standards as well

as the requirements of applicable federal, state and local laws, it being understood that acceptance of a Consultant's work by City shall not operate as a waiver or release.

Consultant agrees to indemnify and defend the City, its officers, employees, agents and representatives and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place including any hearing before federal or state administrative agencies) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except liability arising out of the sole negligence of the City and its employees. Such indemnification shall also cover claims brought against the City under state or federal worker's compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

8. INSURANCE

Consultant and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover risks arising directly or indirectly out of Consultant's activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Consultant shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (CG 2010 1185 or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$3,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000
Fire Damage (Any one fire)	\$50,000

B. Commercial Automobile Insurance

Consultant shall also obtain, at Consultant's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles on an "occurrence" form. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

If Consultant uses a personally-owned vehicle for business use under this contract, the Consultant shall obtain, at Consultant's expense, and keep in effect during the term of the

contract, business automobile liability coverage for all owned vehicles on an “occurrence” form. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

C. Workers’ Compensation Insurance

The Consultant, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain workers’ compensation coverage. All non-exempt employers shall provide Employer's Liability Insurance with coverage limits of not less than \$1,000,000 each accident.

D. Additional Insured Provision

All policies aforementioned, other than Workers’ Compensation and Professional Liability, shall include the City its officers, employees, agents and representatives as additional insureds with respect to this contract.

E. Insurance Carrier Rating

Coverages provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. All policies of insurance must be written by companies having an A.M. Best rating of "A-VII" or better, or equivalent. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

F. Self-Insurance

The City understands that some Consultants may self-insure for business risks and the City will consider whether such self-insurance is acceptable if it meets the minimum insurance requirements for the type of coverage required. If the Consultant is self-insured for commercial general liability or automobile liability insurance the Consultant must provide evidence of such self-insurance. The Consultant must provide a Certificate of Insurance showing evidence of the coverage amounts on a form acceptable to the City. The City reserves the right in its sole discretion to determine whether self-insurance is adequate.

G. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Consultant shall furnish a Certificate of Insurance to the City. No contract shall be effective until the required Certificates of Insurance have been received and approved by the City. The certificate will specify and document all provisions within this contract and include a copy of Additional Insured Endorsement. A renewal certificate will be sent to the below address prior to coverage expiration.

H. Independent Consultant Status

The service or services to be rendered under this contract are those of an independent Consultant. Consultant is not an officer, employee or agent of the City as those terms are used in ORS 30.265.

I. Primary Coverage Clarification

The parties agree that Consultant's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

J. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution and errors and omissions policies required by this contract.

A certificate in form satisfactory to the City certifying to the issuance of such insurance will be forwarded to:

City of King City
Attn: City Manager
15300 SW 116th Avenue
King City, OR 97224

At the discretion of the City, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company may be required to be forwarded to the above address.

Such policies or certificates must be delivered prior to commencement of the work. The procuring of such required insurance shall not be construed to limit Consultant's liability hereunder. Notwithstanding said insurance, Consultant shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

9. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail or by fax. Invoices may also be sent by email. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

CITY OF KING CITY	
Attn:	Attn:
Address:	Address:
Phone: (503) -	Phone: ()
Fax: (503)	Fax: ()
Email:	Email:

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

10. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

11. PROFESSIONAL SERVICES

The City requires that services provided pursuant to this agreement shall be provided to the City by a Consultant that does not represent clients on matters contrary to City interests. Further, Consultant shall not engage services of an attorney and/or other professional who individually, or through members of his/her same firm, represents clients on matters contrary to City interests.

Should the Consultant represent clients on matters contrary to City interests or engage the services on an attorney and/or other professional who individually, or through members of his/her same firm, represents clients on matters contrary to City interests, Consultant shall consult with the appropriate City representative regarding the conflict.

After such consultation, the Consultant shall have seven (7) days to eliminate the conflict to the satisfaction of the City. If such conflict is not eliminated within the specified time period, the agreement may be terminated pursuant to Section 13 (B) (3) of this agreement.

12. TERMINATION WITHOUT CAUSE

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Consultant. If City terminates the contract pursuant to this paragraph, it shall pay Consultant for services rendered to the date of termination.

13. TERMINATION WITH CAUSE

A. City may terminate this Agreement effective upon delivery of written notice to Consultant, or at such later date as may be established by City, under any of the following conditions:

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds
- 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3) If any license or certificate required by law or regulation to be held by Consultant, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

- 4) If Consultant becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Consultant, if a receiver or trustee is appointed for Consultant, or if there is an assignment for the benefit of creditors of Consultant.

Any such termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to Consultant, may terminate the whole or any part of this Agreement:

- 1) If Consultant fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- 2) If Consultant fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.
- 3) If Consultant fails to eliminate a conflict as described in Section 11 of this agreement.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Consultant bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Consultant. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

14. ACCESS TO RECORDS

City shall have access to such books, documents, papers and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

15. FORCE MAJEURE

Neither City nor Consultant shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or

eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

16. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

17. NON-DISCRIMINATION

Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

18. ERRORS

Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

19. EXTRA (CHANGES) WORK

Only the City's Project Manager for this Agreement may authorize extra (and/or change) work. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

20. WARRANTIES

All work shall be guaranteed by Consultant for a period of one year after the date of final acceptance of the work by the owner. Consultant warrants that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Consultant from liability under warranties contained in or implied by this Agreement.

21. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

22. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

23. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Consultant shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and

subcontractors and income tax withholding contained in ORS Chapters 279A, 279B and 279C, the provisions of which are hereby made a part of this agreement.

24. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

25. AUDIT

Consultant shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Consultant agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

26. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

27. CONDITIONS OF SUPPLYING A PUBLIC AGENCY

Where applicable, seller must make payment promptly as due to persons supplying Consultant labor or materials for the execution of the work provided by this order. Consultant shall not permit any lien or claim to be filed or prosecuted against Buyer or any subdivision of City on account of any labor or material to be furnished. Consultant further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

28. HOURS OF LABOR

If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279C.540. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.

29. MEDICAL CARE AND WORKERS' COMPENSATION

Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury, to the employees of such Consultant, of all sums which the Consultant agrees to pay for such services and all moneys and sums which the Consultant collected or deducted from the wages of the employees pursuant to any law, Consultant agreement for the purpose of providing or paying for such service.

30. REPRESENTATIONS AND WARRANTIES

Consultant represents and warrants to the City that:

- A. Consultant has the power and authority to enter into and perform this Agreement.
- B. This Agreement, when executed and delivered, is a valid and binding obligation of Consultant, enforceable in accordance with its terms.
- C. Consultant (to the best of Consultant's knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with:
 - 1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - 2) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, to Consultant's property, operations, receipts, or income, or to Consultant's performance of or compensation for any work performed by Consultant;
 - 3) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, or to goods, services, or property, whether tangible or intangible, provided by Consultant; and
 - 4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any intellectual property rights or such delivered to the City under this Agreement, and Consultant's services rendered in the performance of Consultant's obligations under this Agreement, shall be provided to the City free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

31. COMPLIANCE WITH TAX LAWS

- A. Consultant must, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of the State of Oregon. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 25.C. 1) through 4) of this Agreement.
- B. Any violation of subsection A of this section shall constitute a material breach of this Agreement. Further, any violation of Consultant's warranty, in subsection 25.C of this

Agreement, that the Consultant has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle the City to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- 1) Termination of this Agreement, in whole or in part;
- 2) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Consultant, in an amount equal to State's setoff right, without penalty; and
- 3) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The City shall be entitled to recover any and all damages suffered as the result of Consultant's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement Consultant.

These remedies are cumulative to the extent the remedies are not inconsistent, and the City may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

32. COMPLETE AGREEMENT

This Agreement, including the exhibits, is intended both as a final expression of the Agreement between the Parties and as a complete and exclusive statement of the terms. In the event of an inconsistency between a provision in the main body of the Agreement and a provision in the Exhibits, the provision in the main body of the Agreement shall control. In the event of an inconsistency between Exhibit A and Exhibit B, Exhibit A shall control.

No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Consultant, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Consultant has executed this Agreement on the date hereinabove first written. Awarded by King City's Local Contract Review Board at their _____meeting.

CITY OF KING CITY

By: Michael Weston, City Manager

Date

By: Authorized Agent of Consultant

Date

EXHIBIT A
SERVICES TO BE PROVIDED

Insert Scope of Work Here -

METRO CONTRACT 936297 - EXHIBIT C

King City Master Planning

Project Milestones, Deliverables, and Disbursement of Grant Funds

Project milestone and specified grant deliverables		Date due*	Matching contributions	Estimated Grant payment
1	Execution of grant IGA a) Preparation of project documents and negotiations b) Signed IGA document	March 31, 2020		
2	Project consultants and contract scoping a) Determine RFQ reviewers who will select consultant b) Select consultant team and submit draft contract, scope, schedule and budget for review	May 31, 2020		
3	Finalize Consultant Contract and IGA Milestones a) Establish revised milestones and deliverables b) Finalize and execute consultant contract			
4-7+	Project milestones to be determined			Consultants: \$ Direct costs : \$
8	Council hearings and action			\$ At least 5%
GRANT PROJECT COMPLETION <ul style="list-style-type: none"> All grant project deliverables submitted by grantee and approved by Metro All required fiscal documentation submitted or retained on file as appropriate Final reporting on grant performance measures submitted and approved by Metro 			Total Grantee Match	Total Grant Funding
			TOTAL MATCH: \$ 50,000	Consultants: \$ Direct costs : \$ TOTAL: \$ 350,000

NOTE: Due dates are intended by the parties to be hard estimates of expected milestone completion dates. If the City anticipates that a due date cannot be met due to circumstances beyond its control, it shall inform Metro in writing no later than ten (10) days prior to the due date set forth above and provide a revised estimated due date. Metro and the City shall mutually agree upon revisions to the milestone due dates set forth in this agreement.



**PROCLAMATION
NATIONAL COMMUNITY DEVELOPMENT WEEK
April 13 – April 17, 2020**

WHEREAS, the week of April 13 - April 17, 2020, has been designated as National Community Development Week by the National Community Development Association to celebrate the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program; and

WHEREAS, the CDBG Program provides annual funding and flexibility to local communities to provide decent, safe and sanitary housing, a suitable living environment and economic opportunities to low-and moderate-income people; and

WHEREAS, the HOME Investment Partnerships (HOME) Program provides funding to local communities to create decent, safe, affordable housing opportunities for low-income persons. Nationally, over one million units of affordable housing have been completed using HOME funds; and

WHEREAS, over the programs' history, our community has received a total of \$1,036,426 in CDBG funds;

NOW, THEREFORE BE IT RESOLVED, that the City of King City designates the week of April 13 – April 17, 2020 as National Community Development Week in support of these two valuable programs that have made tremendous contributions to the viability of the housing stock, infrastructure, public services, and economic vitality of our community.

BE IT FURTHER RESOLVED, that this community urges Congress and the Administration to recognize the outstanding work being done locally and nationally by the Community Development Block Grant Program and the HOME Investment Partnerships Program by supporting increased funding for both programs in FY 2017.

IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of King City, Oregon to be affixed this 11th day of March 2020.

Mayor Ken Gibson

ATTEST:

Ronnie L. Smith – City Recorder