



CITY OF CORNELIUS

CORNELIUS CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, July 5, 2016

Council Chambers-1310 N. Adair St-Cornelius, OR 97113

TVCTV Televised

7:00 pm Call to Order – Pledge of Allegiance and Roll Call

Mayor Dalin

1. **ADOPTION OF AGENDA**

2. **CONSENT AGENDA**

A. Meeting Minutes: April 4, 2016

The items on the Consent Agenda are considered routine and all will be adopted by one motion unless a Council Member or a person in the audience requests, before the vote on the motion, to have any item considered separately. If any item is removed from the Consent Agenda, the Mayor will indicate when it will be discussed.

3. **CITIZEN PARTICIPATION – ITEMS NOT ON THE AGENDA**

Please sign a citizen participation card and turn it in to the staff table along with any written testimony. Please wait to be called up to the microphone. Please keep comments to three (3) minutes or less. Please stay on topic and do not repeat information. Please honor the process; i.e.: do not carry on conversations while others are speaking.

4. **APPOINTMENTS**

- A. Planning Commission: Luis Hernandez Position 6, Expiring 12-2017 *Rob Drake*
- B. Economic Development Commission: Joanne Ploem, Position 5, Expiring 12-2018

5. **PRESENTATION**

A. Police Department Update *Chief Al Roque*

6. **PUBLIC HEARING-NONE**

7. UNFINISHED BUSINESS-NONE

8. NEW BUSINESS

- A. Resolution No. 2016-021: Intergovernmental Agreement Clean Water Services-Ginger Street Upgrade *Terry Keyes*
- B. Resolution No. 2016-022: Endorsing Annexation Of Certain Tracts Of Land Into The Clean Water Services Service District *Rob Drake*
- C. Resolution No. 2016-023: TGM Grant Agreement *Rob Drake*

9. REPORTS

- A. City Council:
- B. Mayor Dalin:
- C. City Manager Drake:

10. COUNCIL ANNOUNCEMENTS

- A. July 17, 2016: Concert in the Park-234th Army Brass Ops Band 6:00 pm
- B. July 18, 2016: Joint PC/CC Work Session 6:30 pm; City Council Meeting 7:00 pm
- C. July 24, 2016: Concert in the Park-Johnny Limbo & the Lugnuts 6:00 pm
- D. July 31, 2016: Fiesta in the Park- 3-6:00 pm
- E. July 31, 2016: Concert in the Park-Fadedblue 6:00 pm
- F. August 1, 2016: City Council Meeting 7:00 pm
- G. September 5, 2016: All City Offices Closed in Recognition of Labor Day
- H. September 6, 2016: City Council Meeting 7:00 pm
- I. September 19, 2016: Joint Transportation Committee, Hillsboro Civic Center 5:00 pm

11. ADJOURNMENT



CITY OF CORNELIUS

CORNELIUS CITY COUNCIL REGULAR MEETING AGENDA

Monday, April 4, 2016

Council Chambers-1310 N. Adair St-Cornelius, OR 97113

TVCTV Televised

Council Present: Steve Heinrich, Jose Orozco, Dave Schamp, Harley Crowder, and Mayor Dalin.

Staff Present: Rob Drake, City Manager; Debby Roth, City Recorder-Treasurer; Ellie Jones, Accounting Manager; and Terry Keyes, City Engineer.

Mayor Dalin called the regular City Council meeting to order at 7:00 PM and led the Pledge of Allegiance.

1. ADOPTION OF AGENDA

A motion was made by Councilor Heinrich to adopt the agenda, seconded by Councilor Crowder. Motion carried 5-0. Ayes: Councilor Heinrich, Councilor Crowder, Councilor Orozco, Councilor Schamp, and Mayor Dalin.

2. CONSENT AGENDA

- A. Meeting Minutes: March 7, 2016
- B. Proclamation: National Community Development Week, March 28 to April 2, 2016

A motion was made by Councilor Heinrich to adopt the agenda, seconded by Councilor Schamp. Motion carried 5-0. Ayes: Councilor Heinrich, Councilor Crowder, Councilor Orozco, Councilor Schamp, and Mayor Dalin.

3. CITIZEN PARTICIPATION – ITEMS NOT ON THE AGENDA

Chris Rohain 2136 N Ray Street, Cornelius, OR, 97113, stated he had moved from Oklahoma four years ago and was a cannabis entrepreneur hoping to open a dispensary in town, but the City's buffers established a year ago for day care and parks and recreation facilities made finding a location extremely difficult. A couple locations that would work would require close to \$1 million to get into; otherwise a full build out is required. Locations are available that would not be within 500 ft of daycare/recreational facilities, but still outside the State's school buffer. He recommended that the City adopt a buffer reduction or consider a process

for amending the current statute to allow for a waiver process. He noted he was well versed in the topic, having worked with a marijuana investment company in California, and he knew people that are involved, including Congressman Blumenauer. He offered to help the City in any way possible.

City Manager Drake confirmed no options were currently available via Code to allow marijuana facilities without an ordinance change, adding that some ordinance refinements will be done later this year. He suggested Mr. Rohain send the City a letter explaining his position and citing other city ordinances in Oregon. Staff could then come to the Council with a response and perhaps, some recommendations. He would also consult with the city attorney as that law firm represents multiple cities and would be a good resource.

Mayor Dalin suggested marking up the zone map to show his recommendations. In speaking with other mayors, he knew ordinances in other cities ranged from the State minimum to prohibiting all marijuana facilities. He believed Cornelius was in the middle of that spectrum.

Mr. Rohain said he understood what Cornelius had tried to do, but believed it became unnecessarily restrictive as a result. He suspected that there is some middle ground, adding he appreciated the Council's time.

4. APPOINTMENTS – NONE

5. PRESENTATIONS

A. Employee Recognition: Erika Martinez-10 years; Susan Rush-15 years

City Recorder-Treasurer Roth recognized Erika Martinez for her 10 years of service to the community, reviewing her work history with the City and commending her for her hard work and professionalism. She presented Erika Martinez with the Employee Service Award.

City Recorder-Treasurer Roth noted Susan Rush was unable to attend tonight's meeting, but briefly highlighted her work history and current duties in the Public Works Department.

B. Metro Quarterly Report

Metro Councilor Kathryn Harrington

Metro Councilor Kathryn Harrington presented the Metro Quarterly Update via PowerPoint, and distributed some additional handouts to Council to serve as information resources. She responded to questions from Council about equitable housing, Flexible Transportation Funds, as well as public outreach and feedback regarding regional transportation and Metro's Transportation and Equity Combined Opt-In Survey.

6. PUBLIC HEARING

A. Supplemental Budget 4

Jones

Accounting Manager Jones briefly reviewed the Supplemental Budget 4, which was provided in the meeting packet.

Mayor Dalin opened the public hearing and called for public comment. Seeing none, he closed the public hearing.

7. UNFINISHED BUSINESS – NONE

8. NEW BUSINESS

- A. Resolution No. 2016-006 City Manager Contract Renewal Roth
City Recorder-Treasurer Roth presented the Agenda Report, describing the proposed amendment to the City Manager’s employment agreement, and addressed a clarifying question.

A motion was made by Councilor Schamp to approve Resolution No. 2016-006, **A RESOLUTION OF THE CITY OF CORNELIUS AMENDING THE CITY MANAGER’S COMPENSATION PLAN AND CITY MANAGER’S EMPLOYMENT AGREEMENT** and this action take effect immediately, seconded by Councilor Heinrich. Motion carried 5-0. Ayes: Councilor Heinrich, Councilor Crowder, Councilor Orozco, Councilor Schamp, and Mayor Dalin.

- B. Resolution No. 2016-007 Metro Local Share Project List Revision Drake
City Manager Drake presented the Agenda Report, explaining how the proposed resolution would consolidate Local Share funds to help fund the purchase with help from Metro Harvey property, the upland portion of which could potential become a park with the lower portion continuing to be preserved for habitat protection. He verified the location of the park property and provided some background regarding the partnership with the Harveys.

Councilor Schamp noted a typo in the motion language.

A motion was made by Councilor Orozco to approve Resolution No. 2016-007, **A RESOLUTION OF THE CITY OF CORNELIUS AUTHORIZING A REVISION OF THE METRO ‘LOCAL SHARE’ PROJECT LIST SUBSTITUTING HARVY HARVEY PROPERTY ACQUISITION FOR FIVE PREVIOUSLY APPROVED PROJECTS** and this action takes effect immediately, seconded by Councilor Crowder. Motion carried 5-0. Ayes: Councilor Heinrich, Councilor Crowder, Councilor Orozco, Councilor Schamp, and Mayor Dalin.

- C. Resolution No. 2016-008 Supplemental Budget 4 Jones

A motion was made by Councilor Schamp to approve Resolution No. 2016-008, **A RESOLUTION OF THE CITY OF CORNELIUS AUTHORIZING APPROPRIATIONS AMENDING THE FY 2015-2016 BUDGET (SUPPLEMENTAL BUDGET NO. 4)** and this action takes effect immediately, seconded by Councilor Heinrich. Motion carried 5-0. Ayes: Councilor Heinrich, Councilor Crowder, Councilor Orozco, Councilor Schamp, and Mayor Dalin.

- D. Resolution No. 2016-009 Adoption of the Five Year CIP Drake
City Manager Drake reviewed the Agenda Report and commended Staff for the collaborative effort in developing the Five-Year Capital Improvement Program. City

Recorder-Treasurer Roth clarified that \$225,000 was the estimated cost to remodel the old library space in FY 2017-18 to create a new Council Chambers and related AV equipment, a Council conference room, and archive storage.

A motion was made by Councilor Crowder that the City Council approve Resolution No. 2016-009, **A RESOLUTION OF THE CITY OF CORNELIUS ADOPTING THE FY 2017-2021 CAPITAL IMPROVEMENT PROGRAM AS PRESENTED** and this action takes effect immediately, seconded by Councilor Orozco. Motion carried 5-0. Ayes: Councilor Heinrich, Councilor Crowder, Councilor Orozco, Councilor Schamp, and Mayor Dalin.

- E. Resolution No. 2016-010 Development Agreement Holt Properties-OR Drake
City Manager Drake briefly reviewed the Agenda Report, noting the development agreement had been discussed in work session. He thanked Holt Properties for working with the City on the southeast urban growth boundary expansion area, noting the agreement clearly enunciates the responsibilities of those involved as the property developed with up to 1,000 homes over the next four to five years. He confirmed the following correction in the first sentence of the Alternative/Financial Implications of the Agenda Report, "There are no immediate ~~mayor~~ **major** cost responsibilities at this time."

Mayor Dalin confirmed no comment cards had been submitted for testimony on the resolution.

A motion was made by Councilor Orozco that the Cornelius City Council approve Resolution No. 2016-010, **A RESOLUTION APPROVING DEVELOPMENT AGREEMENT BETWEEN CITY OF CORNELIUS AND HOLT PROPERTES-OR FOR RESIDENTIAL HOUSING PROJECT IN SOUTHEAST CORNELIUS** and this action takes effect immediately, seconded by Councilor Crowder. Motion carried 5-0. Ayes: Councilor Heinrich, Councilor Crowder, Councilor Orozco, Councilor Schamp, and Mayor Dalin.

- F. Bid Award: N. Central Waterline Project Keyes
City Engineer Keyes presented the Agenda Report, briefly describing the project and noting that a number of changes were made during the bidding process because initial estimates were about \$100,000 over budget. Staff recommended awarding the contract to the low bidder, C & M Excavation & Utilities of Sherwood, OR.

A motion was made by Councilor Schamp that the Cornelius City Council, acting as the Contract Review Board, authorizes the City Manager to sign a contract of \$399,999.00 with C & M Excavation & Utilities for the North Central Waterline Project, seconded by Councilor Orozco. Motion carried 5-0. Ayes: Councilor Heinrich, Councilor Crowder, Councilor Orozco, Councilor Schamp, and Mayor Dalin.

- G. Metro Economic Opportunity Analysis Grant Drake
City Manager Drake reviewed the Agenda Report, noting City Council was required to accept the Metro Economic Opportunity Analysis Grant.

A motion was made by Councilor Orozco that the Cornelius City Council approve the Construction Excise Tax Grant Intergovernmental Agreement for the Economic Opportunity Analysis Project and

timeline with Metro and authorize the City Manager to sign the agreement, seconded by Councilor Crowder. Motion carried 5-0. Ayes: Councilor Heinrich, Councilor Crowder, Councilor Orozco, Councilor Schamp, and Mayor Dalin.

9. REPORTS

A. City Council:

Councilor Crowder announced the next meeting of the Public Advisory Board for the CDBG would be April 14, 2016.

Councilor Schamp noted the final Take Care of Cornelius planning meeting would be held April 20th at 7:00 pm in Council Chambers and reminded that Take Care of Cornelius Day would be May 14, 2016. He reported that he had been reappointed to the Centro Cultural Board of Directors for his second, three-year term, and was also elected as Secretary on Centro's Executive Committee.

B. *Mayor Dalin* reported on the topics discussed at Joint Policy Advisory Committee (JPAC), the Washington County Coordinating Committee, Washington County Mayors and Metropolitan Mayors' Consortium meetings. He also described work by ODOT to optimize funding to improve Highway 217 and I-5 southbound, confirming the timeline for the Highway 217 improvements would be extended a couple years, but improvements would be made sooner on I-5 southbound. He noted Mayors' Consortium, comprised of mayors from Washington, Clackamas and Multnomah Counties, wanted to develop a matrix to compare how cities collect revenues for the services they provide for discussion at the May meeting. He announced he would be attending Clean Water Services' Pretreatment Industrial Service Award ceremony on April 6th when both Summit Natural Energy and Sheldon Manufacturing would be recognized for receiving the award.

City Manager Drake said he would contact the city manager in Tualatin about providing the City's information for the Mayors' Consortium.

C. *City Manager Drake* reported that on May 2nd, the Business Marketing class from Pacific University would present their business plan, including findings and marketing ideas, for the Cornelius community. A short video on the community would also be shown. On May 5th, the Governor's Community Solutions Team would talk with Staff and tour the community. He and Pat Ribellia, a member of the Economic Development Commission and past City of Hillsboro Planning Director, were preparing information for that meeting. The Solutions Team could help Cornelius in many areas, possibly opening doors for some specialized grants or expansion of existing programs or projects.

He confirmed he had submitted full, shovel-ready certification applications to the State for both Davis properties, the 21-acre Bacon Industrial land on Holladay St and the 12.5-acre piece on the west side of 4th Ave, north of Summit Foods. The certification process could take up to six months. The Davis' fully support the applications and currently had

both properties, including the warehouse property on Holladay St, on the market. He clarified he had not been contacted by Greater Portland, Inc. (GPI), which was interested in being able to better represent what the property was capable of, but he would talk with Matt at GPI. He also introduced new Community Development Director Ryan Wells, who was in attendance.

10. COUNCIL ANNOUNCEMENTS

- A. April 4, 2016: City Council Work Session, 6:00 pm; Meeting 7:00 pm
- B. April 6, 2016: Town Hall Meeting-Congresswoman Bonamici PU Marsh Hall 5:30 pm
- C. April 12, 2106: CPO12C Meeting, Free Orchards Elementary School, 6:30 pm
- D. April 16, 2016: Community Shred Event, City Hall, 8:00 am-Noon
- E. April 18, 2016: Tentative City Council Meeting, 7:00 pm
- F. April 20, 2016: Take Care of Cornelius Day Planning, 7:00 pm
- G. April 27, 2016: Budget Committee Meeting, 7:00 pm
- H. April 30, 2016: Day of the Child, Centro Cultural, 11:00 am-3:00 pm
- I. May 2, 2016: City Council Meeting, 7:00 pm

Mayor Dalin reviewed the Council Announcements.

11. ADJOURNMENT

A motion was made by Councilor Heinrich to adjourn the City Council meeting, seconded by Councilor Schamp. Motion carried 5-0. Ayes: Councilor Heinrich, Councilor Crowder, Councilor Orozco, Councilor Schamp, and Mayor Dalin.

The meeting was adjourned at approximately 8:21 PM.

City of Cornelius Agenda Report

To: Honorable Mayor and Members of the City Council
From: Ryan A. Wells, Community Development Director
Through: Rob Drake, City Manager
Date: July 5, 2016
Subject: Planning Commission Appointment



Summary: An application has been received from Luis Hernandez. Mr. Hernandez is a four-year resident of Cornelius and is interested in serving on the Planning Commission.

Background: The Planning Commission is a seven-member commission. There is currently one vacancy. Mr. Hernandez attended the Planning Commission work session on June 14, 2016 and provided an introduction and summary of interests and experience. All Planning Commissioners present recommended Mr. Hernandez' appointment.

Staff Recommendation: Staff recommends the appointment of Luis Hernandez to the Cornelius Planning Commission, Position 6, term expiring December 2017.

Proposed Motion: I make a motion to appoint Luis Hernandez to the Cornelius Planning Commission, Position 6, term expiring December 2017.

Exhibits: Luis Hernandez Planning Commission application on file at City Hall.

City of Cornelius Agenda Report

To: Honorable Mayor and Members of the City Council
From: Rob Drake, City Manager
Date: July 5, 2016
Subj: Appointment to Economic Development Commission



Background/Problem Discussion: This past spring, Economic Development Commission (EDC) member Michelle Gilbertson resigned from the EDC. Michelle had been the Manager for the Bank of the West in Cornelius. She was moved to the Forest Grove Bank of the West to serve as their new Manager. The new Manager and long term Cornelius Bank of the West employee, Joanne Ploem, has been appointed to replace Michelle.

Alternatives/Financial Implications: There are no financial impacts.

Recommendation: Please appoint Joanne Ploem as a replacement to serve on the EDC. The term of this position expires in December 2016.

Recommended Motion: I make a motion that the Cornelius City Council appoint Joanne Ploem to the Cornelius Economic Development Commission to fill the position vacated by Michelle Gilbertson.

Exhibits: Boards & Commissions Application form on file at City Hall.

City of Cornelius Agenda Report

To: Honorable Mayor and Members of the City Council

From: Terry Keyes, City Engineer

Through: Rob Drake, City Manager

Date: June 30, 2016

Subject: Intergovernmental Agreement (IGA) with Clean Water Services for Ginger Street West Sanitary Sewer Upgrade



Summary: Clean Water Services (CWS) is funding the design and construction of the Ginger Street West Sanitary Sewer Upgrade Project. The intergovernmental agreement (IGA) spells out the roles and responsibilities of the City and CWS in regard to the project.

Previous Council Action: Council approved the Ginger Street West Sanitary Sewer Upgrade Project as part of the Capital Improvement Plan (CIP) that was part of the 2016/17 budget.

Background: Currently the sanitary sewer from 20th/Ginger to 12th/Kodiak is 12” and 15” in size and includes two high maintenance siphons. Development of the southeast UGB expansion area requires this sewer be enlarged to 18” in size. As part of the project, the two siphons will be replaced with aerial gravity crossings which will significantly lower the maintenance burden of this sewer. Because the sewer is increasing from 12” and 15” to 18”, it is considered a regional project by CWS and thus 100% funded by with regional sanitary sewer monies. The project will be designed and bid out by the City’s engineering team. Construction will be overseen by the City.

Financial Implications: CWS has budgeted \$1,392,000 to the project. All project costs incurred by the City are fully reimbursable by CWS with no costs assigned to the City.

Advisory Committee: The Public Works Advisory Board endorsed this project as part of their endorsement of the 2016-21 CIP program.

Staff Recommendation: The City Council approves the Intergovernmental Agreement with Clean Water Services for the Ginger Street West Sanitary Sewer Upgrade Project and directs the City Manager to execute the agreement.

Proposed Motion: I make a motion that the Cornelius City Council approve Resolution No. 2016-021, **A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH CLEAN WATER SERVICES FOR THE GINGER STREET WEST SANITARY SEWER UPGRADE PROJECT** and directs the City Manager to execute the agreement.

Exhibits: Draft IGA

RESOLUTION NO. 2016-021

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH CLEAN WATER SERVICES FOR GINGER STREET WEST SANITARY SEWER UPGRADE

WHEREAS, Clean Water Services (CWS), funds all regional sanitary sewer projects; and

WHEREAS, the Ginger Street West Sanitary Sewer Upgrade qualifies as a regional project; and

WHEREAS, the City will design the project and oversee construction; and

WHEREAS, the IGA establishes the roles and responsibilities of the City and CWS in this project including reimbursement of the City by CWS for project costs.

NOW THEREFORE, BE IT RESOLVED BY THE CORNELIUS CITY COUNCIL AS FOLLOWS:

SECTION 1. The City Council hereby authorizes the City Manager to sign the attached Intergovernmental Agreement with Clean Water Services as set forth in Exhibit A.

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

INTRODUCED AND APPROVED by the Cornelius City Council at their regular meeting on July 5, 2016.

City of Cornelius, Oregon

Jeffrey C. Dalin, Mayor

Attest:

Debby Roth, MMC, City Recorder

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF CORNELIUS AND
CLEAN WATER SERVICES FOR CONSTRUCTION OF
GINGER STREET WEST SANITARY SEWER UPGRADE (FG-6) PROJECT NO. 6832**

This Agreement, dated _____, _____, is between CLEAN WATER SERVICES (District) a county service district organized under ORS Chapter 451 and the CITY OF CORNELIUS (City) an Oregon municipal corporation.

A. RECITALS

ORS 190.003 - 190.110 encourages intergovernmental cooperation and authorizes local governments to delegate to each other authority to perform their respective functions as necessary.

City intends to undertake the Ginger Street Sanitary Sewer Upgrade (FG-6) Project No. 6832 (Project) to provide sufficient hydraulic capacity in the sewer system. This Project has been endorsed by the Capital Improvement Program Prioritization Committee.

NOW, THEREFORE, the parties agree as follows:

B. PROJECT DESCRIPTION

The project consists of replacing an existing 12-inch sewer with 15-inch sewer and replacing an inverted siphon with a bridged pipe to increase capacity and accommodate significant new growth in a UGB expansion area. The Project is identified in CWS West Basin Facilities Plan and will extend from just east of S Kodiak Circle at Manhole 12751, head northeast to the intersection of Fawn Ct. and 15th Ave, then east to 18th Ave and south along Ginger St. to 20th Ave terminating at existing Manhole 20034.

See Exhibit A attached hereto for the Project location. The capital assets resulting from the completion of this Project shall be recognized in the financial statements of the City at 100 percent of the final cost. City will have responsibility, care and control of the newly constructed assets and will be responsible for ongoing maintenance, in accordance with the 2005 operating agreement and all subsequent amendments between District and City.

C. DEFINITIONS

1. Capital Improvement Program Prioritization Committee – This Committee has been established by District and the Member Cities of Beaverton, Cornelius, Forest Grove, Hillsboro, Tigard, Tualatin, and Sherwood.
2. Financial Partner –City or District will assume this role, primarily for the purpose of funding a portion of the Project.

3. Managing Partner –City or District will assume this role, primarily for the purpose of administering the Project.
4. Project Costs – Include administration, survey, bidding, easements, field inspection, environmental permitting, site restoration, design, construction, and construction administration costs for the Project.

D. DISTRICT OBLIGATIONS

District is the Financial Partner and shall perform all tasks identified on the attached Exhibit B, “List of Standard Obligations,” for the Financial Partner, unless the task is checked “Not Applicable.” District shall assign Andrew Braun as District’s Project Manager.

E. CITY OBLIGATIONS

City is the Managing Partner and shall perform all services identified on Exhibit B for the Managing Partner, unless the Task is checked “Not Applicable.” City shall assign Terry Keyes as City’s Project Manager.

F. GENERAL TERMS

1. Laws and Regulations. City and District agree to abide by all applicable laws and regulations.
2. Term of this Agreement. This Agreement is effective from the date the last party signs it and shall remain in effect until the Project is complete and the parties’ obligations have been fully performed or this Agreement is terminated as provided herein.
3. Amendment of Agreement. City and District may amend this Agreement from time to time, by mutual written agreement.
 - A. Proposed changes of scope during the Project implementation must be reviewed and endorsed by the Capital Improvement Program Prioritization Committee. Changes necessitated by conditions discovered during design or construction, but consistent with the original scope of the Project, may be approved by the Managing Partner without further approval.
 - B. The construction contract amount of the Project may be increased by up to 20% without re-negotiating the Agreement, provided the increase shall not exceed the not-to-exceed amount contained in Exhibit B.
4. Termination. This Agreement may be terminated immediately by mutual written agreement of the parties, or by either of the parties notifying the other in writing prior to award of a construction contract, with the termination being effective in 30 days.
5. Integration. This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject. No

course of dealing between the parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice the waiving party's exercise of the right in the future.

6. Indemnification. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties shall indemnify and defend the other and their officers, employees, agents, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, contractors or representatives.
7. Attorney Fees. If any dispute arises concerning the interpretation or enforcement of this Agreement or any issues related to the U.S. Bankruptcy Code (whether or not such issues relate to the terms of this Agreement), the prevailing party in any such dispute shall be entitled to recover all of its attorney fees, paralegal fees, costs, disbursements and other expenses from the non prevailing party, including without limitation those arising before and at any trial, arbitration, bankruptcy, or other proceeding and in any appeal.
8. Resolution of Disputes. If any dispute out of this Agreement cannot be resolved by the project managers from each party, the City Manager and District's General Manager will attempt to resolve the issue. If the City Manager and District's General Manager are not able to resolve the dispute, the parties will submit the matter to mediation, each party paying its own costs and sharing equally in common costs. In the event the dispute is not resolved in mediation, the parties will submit the matter to arbitration. The decision of the arbitrator shall be final, binding and conclusive upon the parties and subject to appeal only as otherwise provided in Oregon law.
9. Interpretation of Agreement.
 - A. This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision.
 - B. The paragraph headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.
10. Severability/Survival. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this Agreement for any cause.
11. Approval Required. This Agreement and all amendments, modifications or waivers of any portion thereof shall not be effective until approved by 1) District's General Manager or the General Manager's designee and when required by applicable District rules,

District's Board of Directors and 2) City. Proposed changes of scope must also be approved by the Capital Improvement Program Prioritization Committee.

12. Choice of Law/Venue. This Agreement and all rights, obligations and disputes arising out of the Agreement shall be governed by Oregon law. All disputes and litigation arising out of this Agreement shall be decided by the state courts in Oregon. Venue for all disputes and litigation shall be in Washington County, Oregon.

CLEAN WATER SERVICES

CITY OF CORNELIUS, OREGON

By: _____
General Manager or Designee

By: _____
City Manager or Designee

Date: _____

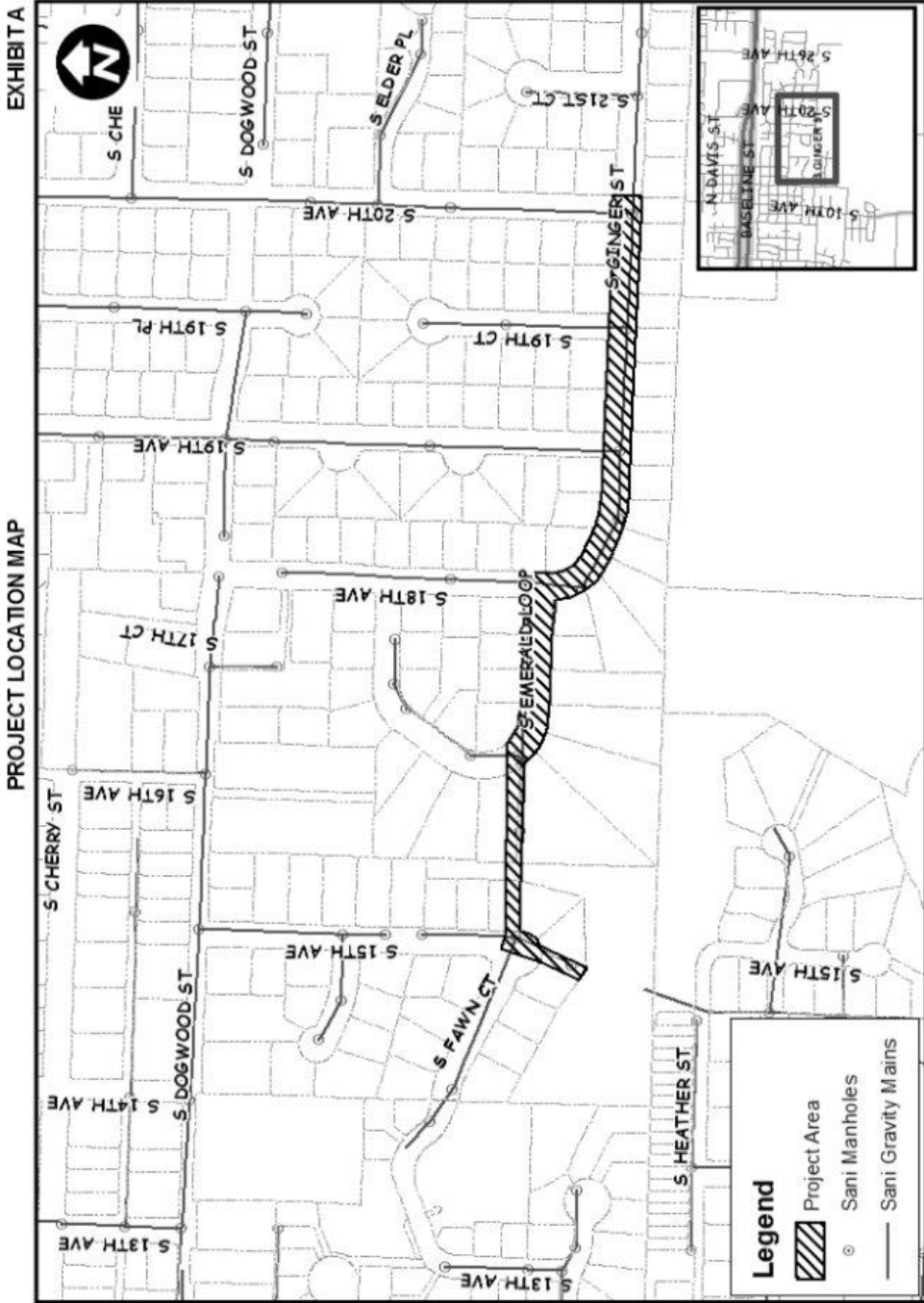
Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

District Counsel

City Attorney



IGA - GINGER STREET SANITARY SEWER UPGRADE, PROJECT # 6832

CORNELIUS, WASHINGTON COUNTY, OREGON

STANDARD PROJECT NUMBER: JANUARY 2015. DO NOT REPRODUCE OR OTHERWISE EMPLOY THIS MAP OR DATA WITHOUT THE WRITTEN PERMISSION OF CORNELIUS, WASHINGTON COUNTY, OREGON. 2015-01-01

**EXHIBIT B
LIST OF STANDARD OBLIGATIONS**

Task	Not Applicable
<u>Managing Partner shall:</u>	
Provide Financial Partner at least ten days to review the plans and specifications for the Project and incorporate Financial Partner's comments into the plans.	<input type="checkbox"/>
Provide any required notice and communicate with the neighborhood and property owners within the Project limits. Respond to public calls arising from work being completed under this Agreement.	<input type="checkbox"/>
Prepare and submit detailed invoices of the Project Costs to Financial Partner quarterly.	<input type="checkbox"/>
Make all required payments to the construction contractor in a timely manner.	<input type="checkbox"/>
Prepare and submit a Project summary of completed tasks to Financial Partner with each invoice.	<input type="checkbox"/>
Prepare all contracts and bid documents, advertise for bids, and select a construction contractor for the Project.	<input type="checkbox"/>
Construct the Project and provide construction inspection and management services for the Project.	<input type="checkbox"/>
If requested, hold progress meetings with Financial Partner during the field investigation and design phases of the Project. Financial Partner may review options and provide input on the Project.	<input type="checkbox"/>
Require all contractors to include Financial Partner as an additional insured on insurance coverage required for construction work performed in completing the Project.	<input type="checkbox"/>
Take the lead in coordinating public involvement related to the Project.	<input type="checkbox"/>
Waive any land use and permit fees (except plumbing inspection fees) for work related to the Project.	<input type="checkbox"/>

EXHIBIT B
LIST OF STANDARD OBLIGATIONS

<u>Infiltration and Inflow Abatement projects</u>	
Obtain written permission from each property owner to inspect their sanitary sewer lateral and to line or replace it if deficient.	<input checked="" type="checkbox"/>
Establish whether each property has a cleanout at the structure. If no cleanout exists, Managing Partner will install one.	<input checked="" type="checkbox"/>
Inspect and evaluate each sanitary sewer lateral and main with a television camera. Managing Partner will line or replace all deficient sewer laterals and mains.	<input checked="" type="checkbox"/>
Other: (please describe) _____	<input checked="" type="checkbox"/>
<u>Financial Partner shall:</u>	
Review the plans and specifications for the Project and provide Managing Partner with written comments and/or approval within 10 days of receiving them.	<input type="checkbox"/>
Have the right to approve the final acceptance of the Project after construction.	<input type="checkbox"/>
Pay Managing Partner 100 percent of the Project Costs in an amount not to exceed \$1,392,000.	<input type="checkbox"/>
Pay invoices submitted by Managing Partner for actual costs incurred within 30 days of approving the invoice. The invoice shall include full progress payment amounts, including typical construction retainage.	<input type="checkbox"/>
Assist Managing Partner in communicating with the property owners and Project stakeholders.	<input checked="" type="checkbox"/>
Other: _____	<input checked="" type="checkbox"/>

City of Cornelius Agenda Report

To: Honorable Mayor and Members of the City Council
From: Ryan A. Wells, Community Development Director
Through: Rob Drake, City Manager
Date: July 5, 2016
Subject: CWS Annexation – Resolution of Endorsement



Summary: A resolution endorsing the annexation of certain tracts of land into the Clean Water Services service district and any other special districts necessary for the provision of urban services to the properties annexed to the City through ordinance no. 2016-003.

Previous Council Action: Annexation and Zoning Map Amendment for the Laurel Woods property, Ordinance No. 2016-003

Background: On May 23, 2016, the City Council adopted Ordinance 2016-003, approving the annexation and zone map amendment for 138 acres in the SE Urban Growth Boundary (UGB) area known as “Laurel Woods.” Prior to the approval of any development applications, the property must be annexed into jurisdictional boundary of Clean Water Services (CWS) which provides sanitary and storm water service to the City of Cornelius urban area. Oregon Revised Statutes (ORS) 198.720(1) states in part, “...if any part of the territory subject to a petition for formation or annexation is within a city, the petition shall be accompanied by a certified copy of a resolution of the governing body of the city approving the petition.” This resolution affirms the City Council’s endorsement of the annexation of the Laurel Woods property into the CWS boundary, as well as any other special district boundaries that may be necessary for the provision of urban services to the property.

Financial Implications: The Laurel Woods property will be subject to System Development Charges (SDCs) and fees imposed by CWS and collected by the City through the Intergovernmental Agreement between Cornelius and CWS. The City will retain the local portion of SDCs and fees. All processing and recordation costs of the annexation will be borne by the applicant.

Staff Recommendation: Staff recommends Council approve Resolution No. 2016-022, endorsing the annexation of certain tracts of land into the Clean Water Services service district and any other special districts necessary for the provision of urban services to the properties annexed to the City through ordinance no. 2016-003.

Proposed Motion: I make a motion to approve Resolution No. 2016-022, **A RESOLUTION ENDORSING THE ANNEXATION OF CERTAIN TRACTS OF LAND INTO THE CLEAN WATER SERVICES SERVICE DISTRICT AND ANY OTHER SPECIAL DISTRICTS NECESSARY FOR THE PROVISION OF URBAN SERVICES TO THE PROPERTIES ANNEXED TO THE CITY THROUGH ORDINANCE NO. 2016-003**, and this action takes effect immediately.

Attachment: Resolution No. 2016-022.

RESOLUTION NO. 2016-022

A RESOLUTION ENDORSING THE ANNEXATION OF CERTAIN TRACTS OF LAND INTO THE CLEAN WATER SERVICES SERVICE DISTRICT AND ANY OTHER SPECIAL DISTRICTS NECESSARY FOR THE PROVISION OF URBAN SERVICES TO THE PROPERTIES ANNEXED TO THE CITY THROUGH ORDINANCE NO. 2016-003.

WHEREAS, the City of Cornelius Planning Commission held a public hearing on April 26, 2016 for the annexation and zoning map amendment of approximately 138 acres of land known as “Laurel Woods,” and based on the facts, findings, and conclusions presented in the staff report and public testimony received, adopted by motion to recommend to the City Council approval of the annexation and zoning map amendment; and

WHEREAS, the City of Cornelius City Council, after providing the required notices, held a public hearing on May 23, 2016 to review the record of the Planning Commission, and to hear and consider additional evidence and testimony on the matter; and

WHEREAS, upon finding the proposed annexation and zoning map amendment to be in compliance with the City’s Comprehensive Plan, the City’s Municipal Code, the Statewide Planning Goals, Oregon Administrative Rules, and the Metro Code, as set forth in the Findings Report and the Planning Commission Recommendation Report, the City Council approved the annexation and zoning map amendment on May 23, 2016 through Ordinance No. 2016-003; and

WHEREAS, ORS 198.720(1) states in part, “...if any part of the territory subject to a petition for formation or annexation is within a city, the petition shall be accompanied by a certified copy of a resolution of the governing body of the city approving the petition”; and

WHEREAS, Clean Water services (CWS) provides urban services to properties within the corporate boundary of the City of Cornelius and as such requires a separate annexation into their service district; and

WHEREAS, per ORS 198.720(1), the CWS Board requires an endorsement from the governing body of the City supporting said annexation.

NOW THEREFORE, BE IT RESOLVED BY THE CORNELIUS CITY COUNCIL AS FOLLOWS:

SECTION 1. The City supports the future annexation into the CWS service district as necessary for the provision of urban services to the properties annexed into the City through Ord. No. 2016-003.

SECTION 2. The City supports the future annexation into any other special districts as necessary for the provision of urban services to the properties annexed into the City through Ord. No. 2016-003.

SECTION 3. This resolution is effective immediately upon its enactment by the City Council.

INTRODUCED AND APPROVED by the Cornelius City Council at their regular meeting on July 5, 2016.

City of Cornelius, Oregon

By: _____
Jeffrey C. Dalin, Mayor

ATTEST:

By: _____
Debby Roth, MMC, City Recorder

City of Cornelius Agenda Report

To: Honorable Mayor and Members of the City Council
From: Ryan Wells, Community Development Director
Through: Rob Drake, City Manager
Date: July 5, 2016
Subject: Resolution authorizing City Manager to sign TGM grant agreement



Summary: A resolution allowing the City Manager to sign the grant agreement for the Oregon Department of Transportation “Transportation and Growth Management” (TGM) grant to fund an update to the City’s Transportation System Plan (TSP).

Previous Council Action: City Council Resolution No. 2015-11, authorizing City’s submittal of an application to the TGM grant program.

Background: The TGM program is a joint venture of the Oregon Department of Transportation (ODOT) and the Oregon Department of Land Conservation and Development (DLCD). The City last updated the TSP in 2005. The addition of 345 acres to the City’s Urban Growth Boundary and the significant growth in Washington County warrants a revision to the plan. Through the process the City Staff hope to better understand the transportation needs of the community and future infrastructure needs, including pedestrian and bike connections. The City was awarded a grant in the amount of \$132,000 in early 2016, and subsequently proceeded with a bid process to select a consultant. The City selected DKS as the consultant for the project and, through ODOT staff, has negotiated a scope of work and budget to fit the grant award. Following the finalization of the scope of work and consultant budget, the final documents must be processed through ODOT’s contracting department prior to authorization to proceed.

Financial Implications: The grant requires a 12% local match. City staff has identified local in kind match sufficient to meet this requirement. Staff will be responsible for organizing and conducting public outreach and facilitating the Technical Advisory Committee for the project. The local, in-kind match is estimated at approximately \$26,130 (equal to 20% match).

Advisory Committee: The Community Development Director and City Engineer have participated in scope and budget negotiations, and identification of in-kind match activities, the final version of which have been approved by the City Manager.

Staff Recommendation: The Community Development Director recommends approval of the resolution and authorization of the City Manager by the City Council to sign the grant agreement.

Proposed Motion: I make a motion that the Cornelius City Council approves Resolution 2016-023, **A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE GRANT AGREEMENT FOR THE ODOT and DLCD TRANSPORTATION GROWTH MANAGEMENT PROGRAM FOR FUNDING TO UPDATE THE CITY OF CORNELIUS TRANSPORTATION SYSTEM PLAN.**

Exhibits: Resolution 2016-023
Copy of draft intergovernmental agreement and scope

RESOLUTION NO. 2016-023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE GRANT AGREEMENT FOR THE ODOT and DLCD TRANSPORTATION GROWTH MANAGEMENT PROGRAM FOR FUNDING TO UPDATE THE CITY OF CORNELIUS TRANSPORTATION SYSTEM PLAN.

WHEREAS, the City currently has a Transportation System Plan (TSP) date 2005; and

WHEREAS, this plan predates the 2014 expansion of the Urban Growth Boundary; and

WHEREAS, significant growth has occurred throughout Washington County since 2005; and

WHEREAS, the City of Cornelius will commit up to \$26,130 of in-kind contributions to provide for the required local 12% match for a TSP update.

NOW THEREFORE, BE IT RESOLVED BY THE CORNELIUS CITY COUNCIL AS FOLLOWS:

SECTION 1. The City Council hereby authorizes the City Manager to sign the grant agreement for the Oregon Department of Transportation (ODOT) and Department of Land Conservation and Development (DCLD) Transportation Growth Management (TGM) program for grant funds to support the development of an updated TSP for the City of Cornelius.

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

INTRODUCED AND APPROVED by the Cornelius City Council at their regular meeting on July 5, 2016.

City of Cornelius, Oregon

Jeffrey C. Dalin, Mayor

Attest:

Debby Roth, MMC, City Recorder

INTERGOVERNMENTAL AGREEMENT
City of Cornelius, Transportation System Plan Update

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

RECITALS

1. The Transportation and Growth Management (“TGM”) Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. This TGM Grant (as defined below) is financed with federal The Fixing America’s Surface Transportation Act (“FAST Act”) funds. Local funds are used as match for FAST Act funds.
4. By authority granted in Oregon Revised Statutes (“ORS”) 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.
5. City has been awarded a TGM Grant which is conditional upon the execution of this Agreement.
6. The parties desire to enter into this Agreement for their mutual benefit.

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

SECTION 1. DEFINITIONS

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

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

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

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

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

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

F. “Direct Project Costs” means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs. Any jurisdiction or metropolitan planning organization that has federally approved indirect cost plans may treat such indirect costs as Direct Project Costs.

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

H. “Grant Amount” or “Grant” means the total amount of financial assistance disbursed under this Agreement, which consists of the City's Amount and the Consultant’s Amount.

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

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

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

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

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

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

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on June 30, 2017 (“Termination Date”).

B. Grant Amount. The Grant Amount shall not exceed \$126,875.

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

D. Consultant's Amount. The Consultant's Amount shall not exceed \$126,307.

E. City's Matching Amount. The City's Matching Amount is \$26,130 or 20.6% of the Total Project Costs.

SECTION 3. CITY'S MATCHING AMOUNT

A. Subject to submission by of such documentation of costs and progress on the Project (including deliverables) as are satisfactory to ODOT, the City may use as part of the City's Matching Amount, only Direct Project Costs that are Federally Eligible Costs that City incurs after the execution of this Agreement. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.

B. City shall present cost reports, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. City shall submit cost reports for 100% of City's Federally Eligible Costs.

C. ODOT shall limit use, as part of the City's Matching Amount, travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.

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

A. City represents and warrants to ODOT as follows:

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

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

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

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

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

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

B. As federal funds are involved in this Grant, Exhibit E sets forth information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200, and City, by execution of this Agreement, makes the certifications set forth in Exhibits B and C.

C. City understands and agrees that ODOT's obligation hereunder is contingent on ODOT having received funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable

administrative discretion, to continue to make payments for performance of this Agreement.

SECTION 5. GENERAL COVENANTS OF CITY

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

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

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

D. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

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

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

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

G. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including,

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

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

City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

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

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

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

“This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Moving Ahead for Progress in the 21st Century (“MAP-21”), local government, and State of Oregon funds.

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

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

J. Single Audit Act Requirements. The TGM Program receives MAP-21 grant funds through the Catalog of Federal Domestic Assistance (“CFDA”) No. 20.205: Highway Planning and Construction and is subject to the regulations of the U.S. Department of Transportation (“USDOT”). City is a sub-recipient. If City expends \$500,000 or more of federal funds (from all sources) in its fiscal year beginning prior to December 26, 2015, City shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If City expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, City shall have a single organization-wide audit conducted in accordance with the provisions of 2 C.F.R. Subtitle B, with guidance at 2 C.F.R. part 200. Copies of all audits must be submitted to ODOT within 30 days of completion. If City expends less than \$500,000 in federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, City is exempt from federal audit requirements for that year. Exhibit E sets out the information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200. Records must be available as provided in Section 5.H. above.

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

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

L. Within 30 days after the Termination Date, City shall

- (1) pay to ODOT City’s Matching Amount less Direct Project Costs that are Federally Eligible Costs previously reported as City’s Matching Amount. ODOT may use any funds paid to it under this Section 5.L (1) or any of the City’s Matching Amount that is applied to the Project pursuant

to Section 3. A to substitute for an equal amount of federal MAP-21 funds used for the Project or use such funds as matching funds; and

- (2) provide to ODOT's Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:
 - (a) The permanent location of Project records (which may be subject to audit);
 - (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are being treated by City as City's Matching Amount; and
 - (c) A list of final deliverables.

SECTION 6. CONSULTANT

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

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;
- C. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- D. City will appoint a Project Manager to:
 - (1) be City's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project;
 - (2) monitor the work of the Consultant and coordinate the work of the Consultant with ODOT's Contract Administrator and City personnel, as necessary;
 - (3) review any deliverables produced by the Consultant and communicate any concerns it may have to ODOT's Contract Administrator; and

- (4) review disbursement requests and advise ODOT's Contract Administrator regarding payments to Consultant.

SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

- A. [Reserved]
- B. ODOT represents that the statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.
- C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.
- D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

SECTION 8. TERMINATION

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

- A. City fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.
- B. Consultant fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.
- C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited

or ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

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

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or City at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

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

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

E. The parties agree as follows:

(a) Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped

under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

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

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

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

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

(c) Alternative Dispute Resolution.

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

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver,

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

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

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

CITY

City of Cornelius

By: _____

(Official's Signature)

(Printed Name and Title of Official)

Date: _____

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____

Jerri Bohard, Division Administrator or
deisgnee
Transportation Development Division

Date: _____

ATTORNEY GENERAL'S OFFICE

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

By: _____

(Official's Signature)

Date: _____

Contact Names:

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Exhibit A

Price Agreement **27450 Work Order Contract (WOC) #48**

**SECTION 3.0 STATEMENT OF WORK (or) SUMMARY of TASKS,
DELIVERABLES & SCHEDULE**

**TGM 1B-15
City of Cornelius
Transportation System Plan Update**

Definitions

Agency/ODOT – Oregon Department of Transportation
APM – Agency Project Manager
PAC – Project Advisory Committee
City – City of Cornelius
OAR – Oregon Administrative Rule
PMT – Project Management Team
RTFP – Regional Transportation Functional Plan
RTP – Regional Transportation Plan
TAZ – Transportation Analysis Zone
TSP – Transportation System Plan
UGB – Urban Growth Boundary
v/c – volume-to-capacity

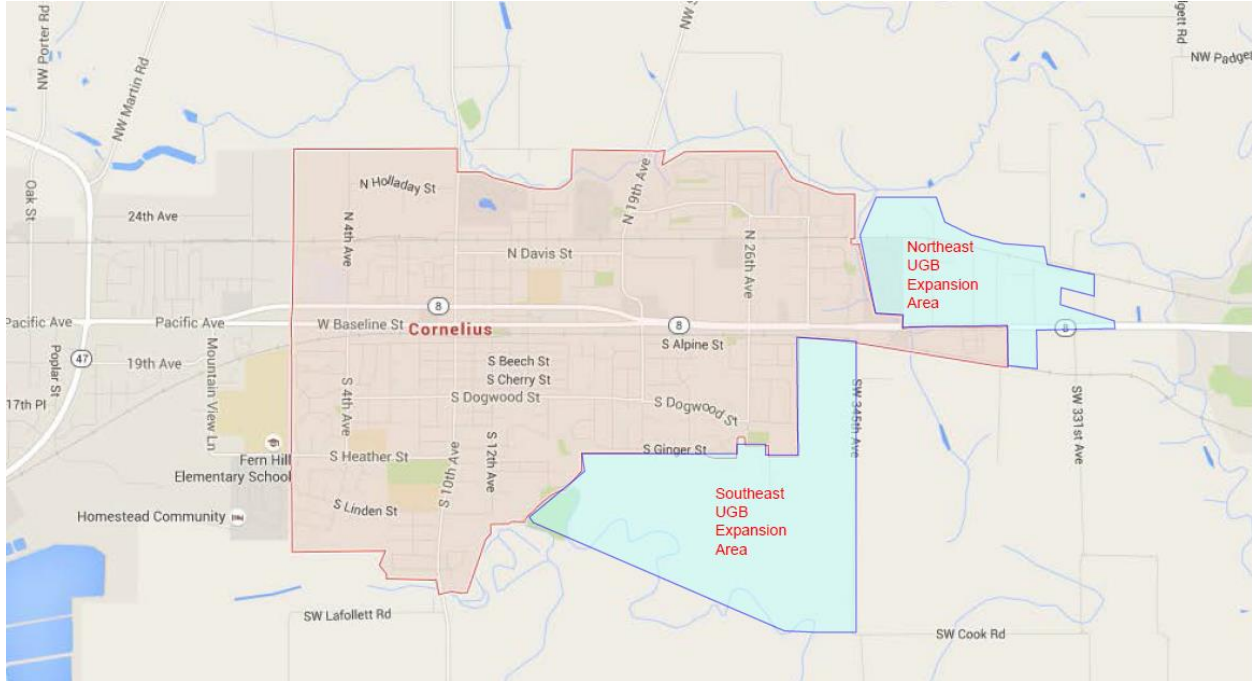
PROJECT DESCRIPTION and OVERVIEW of SERVICES

Project Purpose and Transportation Relationship and Benefits

This Project will update the City of Cornelius' ("City") Transportation System Plan ("TSP"), adopted in 2005, to reflect physical changes, including the 2014 addition of lands to the regional Urban Growth Boundary ("UGB"), and regulatory changes that have occurred in the City, region, and State of Oregon, and to provide a 20-year horizon for transportation planning. The Project will also adopt performance measures consistent with Metro's RTFP to evaluate and prioritize individual projects and programs designed to achieve the City's objectives and to meet key outcomes. The Updated TSP will implement and be consistent with the State's Transportation Planning Rule, the Metro 2014 Regional Transportation Plan ("RTP"), and the Regional Transportation Functional Plan ("RTFP") adopted in 2010. The Project will identify potential amendments to the 2014 RTP project lists, the City Code, the City's Comprehensive Plan, and possibly other implementing documents.

Project Area

The Project Area encompasses both lands within the city limits and lands within the recently expanded UGB areas (see map). The Downtown Core - along the OR 8 Couplet from 10th to 20th – will be particularly addressed. Project will consider the need for connections to adjacent areas.



Background

Cornelius, with a population of approximately 12,000, is located in the Tualatin River Valley. The community is mainly comprised of single family detached dwellings. OR 8 (also known as Baseline Road, Adair Street and Tualatin Valley Highway) bisects the City, fostering more commercial services than what would typically be located within a community of this size. Manufacturing and Retail Trade provide the largest percentage of jobs within the community. Approximately 50 percent of the community is of Hispanic heritage.

Since 2000, the City's growth rate has been approximately 1.5 percent per year, in part due to the City's lack of developable residential land. In 2014, Metro added approximately 345 acres to the regional UGB adjacent to Cornelius, providing the opportunity for new residential and commercial growth within the community. It is anticipated that the southeast portion of the UGB area will be annexed in the spring of 2016. In addition, a few parcels within the northeast UGB area are expected to be annexed before completion of the Project.

The 2005 TSP was updated primarily to address the addition of approximately 260 acres of Industrial Land. Since 2005, the City has completed several of the projects identified within the 2005 TSP including:

- OR 8 at 19th/20th Avenue Intersection Realignment
- OR 8 at 14th Avenue Intersection Improvement
- OR 8 Corridor Improvements (10th to 20th Avenue)
- Davis Street Extension from 7th to 10th Avenue

The City is currently in the process of finalizing the design and right-of-way acquisition for the reconstruction of 10th Avenue from Alpine Street to Holladay Street. This project will include reconstruction of the intersections of 10th Avenue/Baseline Street (OR 8 eastbound) and 10th Avenue/Adair (OR 8 westbound). The project also includes interconnecting the traffic signals of 4th to 14th Avenue along OR 8.

The Updated TSP will address local, state, and regional policies promoting multi-modal travel options. The 2014 RTP provided updated regional policies and performance measures, as well as new local TSP requirements. Elements added under the 2014 RTP include the High Capacity Transit Plan and Systems Expansion Policy, Regional Mobility Corridors, the Active Transportation Partnership, and the Freight Mobility Plan. The Updated TSP will evaluate local applicability of these plans and ensure consistency of the City's transportation system with the regional direction and planning horizon. An additional outcome of the Project is to provide an updated recommended list of City projects and programs for future RTP project lists.

Project Objectives

- Update the 2005 TSP to meet 2014 RTP, RTFP, and State policies, plans, standards, and requirements.
- Determine if major improvements identified in the 2005 TSP and proposed as part of Updated TSP are feasible from financial, environmental, and land use perspectives.
- Develop a financially realistic Updated TSP, including consideration of future maintenance costs and new funding sources.
- Develop a practical approach to transportation system performance monitoring.
- Develop recommendations to improve pedestrian and bicycle facilities on existing streets and identify strategies to improve pedestrian and bicycle facilities and the user experience of those facilities.
- Review and comment on the City's draft intersection improvement plan for the intersection of OR 8 and 29th Avenue with consideration of the adjacent railroad crossing. Analysis will be conducted to determine when a traffic signal will be required, when railroad crossing gates will be needed, and the pavement width of 29th between Baseline and Alpine to accommodate future school buses.
- Incorporate the plan for extension of 29th Avenue to the south through the southeast UGB expansion area into the TSP.
- Evaluate opportunities to make improvements to pedestrian safety and access in the downtown core including the feasibility of installing crosswalks on OR 8.
- Develop new standard cross sections for arterial, collector and local streets.
- Preserve the function and capacity of state facilities.

Performance Requirements

Requirements about Written and Graphic Deliverables

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

Deliverables: Consultant shall provide a draft of all written deliverables to the City's Co-Project Managers and Agency Project Manager ("APM") in electronic format at least two weeks prior to broader distribution. City and APM shall review the deliverables and submit comments to Consultant within one week for corrections prior to distribution of the draft to the Project Advisory Committee ("PAC"). Consultant's draft deliverables must be substantially complete and any changes or revisions needed to address comments are expected to be minor.

City shall collect, prepare, and provide to Consultant one adjudicated set of written comments on the draft deliverables following the PAC meetings. Consultant shall provide the revised deliverables to the City and APM within one week unless otherwise specified or another agreed-upon amount of time is established.

Electronic versions must be in Microsoft Office formats or an editable format agreed upon by Project Management Team ("PMT").

Consultant shall prepare and provide to PMT *maps and graphic deliverables* in PDF format. Final versions shall be separately provided in their native format, e.g., AutoCAD or ArcGIS. Consultant shall provide any Geographic Information Systems layers used for inventory and graphic deliverables (e.g., volumes, Level of Traffic Stress) to the City, the Oregon Department of Transportation's ("ODOT") Transportation Planning Analysis Unit and the Geographic Information Services Unit.

Consultant shall prepare plans and amendments to plans as draft final policy statements of the local government and shall not include language such as "it is recommended ..." or "City should ...". Consultant shall prepare new and amended code language as draft final regulatory statements of City. Draft final plan, plan amendments, code, and code amendments must include all necessary amendments or deletions to existing City plans or code to avoid conflicts and enable full integration of proposed plan with existing City documents.

Consultant name or logos may not appear on *final* documents, with the exception of the acknowledgement page.

Expectations about Traffic Analysis

All data and calculations must be submitted to ODOT Region 1 Traffic and City for review and record-keeping. Electronic file copies of analysis data are required. These written and electronic products must be in ODOT and City compatible formats. All traffic analysis work must comply with the following requirements:

- Updated TSP must be developed consistent with the 2008 ODOT Transportation System Planning Guidelines.
- Intersection performance must be determined using the Highway Capacity Manual 2000 (for signalized intersections) and the Highway Capacity Manual 2010 (for unsignalized intersections), published by the Transportation Research Board. All traffic analysis software programs used must follow Highway Capacity Manual procedures. For all signalized intersections, use Synchro/SimTraffic or similar package to perform the traffic analysis. The City Engineer may approve a different intersection analysis method prior to use for City intersections.
- Traffic analysis must be consistent with ODOT's Transportation Planning Analysis Unit's analysis procedures, available on the Internet at:
<http://www.oregon.gov/ODOT/TD/TP/TAPM.shtml>
- Operational standards for state facilities must be volume-to-capacity (v/c). Standards for non-state facilities may vary depending on the applicable City, County, or Metro standards.
- The v/c ratio for each lane group for each movement must be identified and considered in the determination of intersection performance. Signal progression must also be considered using Synchro/SimTraffic analysis procedures as described in the ODOT Analysis Procedures Manual.
- Where queuing analysis of existing and future conditions is required per Task descriptions, analysis shall be performed using Synchro/SimTraffic methodologies and must assess the 95th percentile queue lengths for all intersection approaches.
- Travel demand modeling must be done using the Metro regional transportation models (EMME2 or VISUM) to identify transportation network deficiencies.
- The planning horizon year shall be 2040 to provide consistency with the 2014 RTP update and other local and regional planning efforts.
- Model volumes must be post-processed following National Cooperative Highway Research Program Report 255 guidelines.
- An Oregon-registered professional engineer must perform or oversee all traffic analysis work and include professional stamp with traffic related deliverables.

Expectations about Planning for Transit

Transit plans and proposals must be developed collaboratively with TriMet before they are incorporated into plans. The Updated TSP must include physical improvements and any needed changes in policy, design standards, or design practices needed to maximize safe, accessible, comfortable, and attractive walking and biking access to transit stops.

Expectations about Public Involvement

Public involvement must comply with Statewide Planning Goal 1 (Citizen Involvement), which calls for “the opportunity for citizens to be involved in all phases of the planning process.” The City shall lead the Public Involvement component with support from the Consultant. Specific information regarding the deliverable and responsibility of Public Involvement is listed under the appropriate task.

City shall ensure meetings include outreach to, and opportunity for representatives of, the following interests to be heard: freight, business, residents-at-large, property development, active transportation, public health, affordable housing, environmental, minority, and environmental justice populations such as low income or minorities. “Environmental Justice” is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.

Materials for Community Meetings and the project web page will be provided in both English and Spanish by the City.

“Fair treatment” means that no group of people, including a racial, ethnic, or a socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies.

“Meaningful involvement” means that: (1) potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment or health; (2) the public's contribution can influence the regulatory agency's decision; (3) the concerns of all participants involved will be considered in the decision making process; and (4) the decision makers seek out and facilitate the involvement of those persons or groups potentially affected.

The PMT shall consider Title VI of the 1964 Civil Rights Act regarding outreach to minorities, women, and low-income populations. Special efforts must be directed to ensuring outreach to and representation of minorities, women, and low income populations. City shall document outreach into a final Title VI report to be submitted at the end of the Project.

Expectations about the PMT and the Advisory Committee Roles and Meetings

PMT

The PMT shall consist of the City's Co-Project Managers, Consultant's Project Manager, and APM. The purpose of the PMT is to ensure timely completion of tasks and deliverables and to provide strategic policy and technical input. PMT shall meet either in person or by conference call.

PAC

The PAC will comprise both community members and representatives from entities that provide transportation services to the community. The PAC shall serve as the voice of the community and the caretakers of the goals and objectives of the TSP. The PAC will also provide technical and policy guidance and coordination throughout the Project. The PAC will actively work to address and resolve technical and jurisdictional issues in order to produce a timely and complete TSP.

Meeting Logistics

City shall arrange all meetings and public events. Arrangement includes scheduling, notices, invitations, reserving and preparing the room, and public notice, both courtesy and required legal notice.

Consultant shall prepare and distribute draft agendas and relevant materials at least two weeks prior to each PAC meeting for review by PMT. The Consultant shall coordinate with the PMT to determine appropriate PAC meeting materials. PMT shall review all relevant materials and agendas and return corrections and comments at least one week prior to the meeting.

City shall provide live Spanish interpretation services for Community Meetings and any handouts and presentation boards for Community Meetings shall be provided in both English and Spanish. Neither City nor Consultant are not expected to provide any translation or interpretation services for PAC meetings.

TASKS, DELIVERABLES and SCHEDULE

Task 1: Project Start-up and Public Involvement Plan

Subtasks

- 1.1 **PMT Kick-off Meeting** – City shall arrange and Consultant shall conduct a PMT Kick-off Meeting within two weeks of Notice to Proceed. PMT shall discuss the scope and schedule, public involvement needs, and set a standard timing of later PMT Meetings.
- 1.2 **Committee Rosters and Community Contacts** – PMT shall identify PAC members. The City shall develop the PAC committee roster, including contact information, and invite the selected members to participate within four weeks after the Notice to Proceed.

The PAC is expected to include a mix of representatives which may include freight organizations, businesses, residents, property developers, the active transportation community, Hispanic community representatives, public health officials, affordable housing groups, and environmental and environmental justice communities.

The PAC is also expected to include staff from Washington County, Metro, ODOT, ODOT Rail Division, Oregon Department of Land Conservation and Development, TriMet, the school district, Union Pacific Rail Road, the cities of Forest Grove and Hillsboro, and others as identified by the PMT.

City shall recommend membership for the PAC and APM will provide comments. The City shall also identify potential key Community Contacts to address outreach needs and Title VI reporting requirements.

- 1.3 **PAC Meeting Guidelines** - Consultant shall prepare draft and final PAC Meeting Guidelines. Guidelines shall outline the role and responsibilities of the PAC as an advisory group to the PMT. City and APM shall provide review and comment. Consultant shall produce final after the PMT review of the draft.
- 1.4 **Draft Technical Memo #1: Public Involvement Plan** – Consultant, with input from the PMT Kick-off Meeting, shall develop a draft Technical Memo #1 that is consistent with the City’s public involvement policies and practices. Technical Memo #1 must include strategies for gathering community input, organizing committee meetings and community workshops, advertising meetings, and distributing public information.

Technical Memo #1 shall evaluate the outreach needs and reporting requirements consistent with the Federal Title VI Program and Environmental Justice Executive Order provisions. The evaluation must ensure full and fair participation by all potentially affected community members in the decision-making process. This evaluation must include an analysis of the census data to report on the numbers of protected populations. Consultant shall perform demographic analysis using U.S. Census data (at the smallest scale possible, e.g., Census Tract or Block Group) and input from the City and other service providers to identify Title VI and Environmental Justice populations in the Project Area.

Consultant shall identify the locations of the following socio-economically sensitive populations:

- a. Minority groups (all persons who did not self-identify as white, non-Hispanic);
- b. Low-income (persons who earned between 0 and 1.99 times the federal poverty level in 2005);
- c. Elderly persons (persons 65 years of age or older in 2010);

- d. Non-English speakers (people who stated that they didn't speak any English at all in 2010); and
- e. People with disabilities (all persons 5 years or older with any type of disability: sensory, physical, mental, self-care, go-outside-the-home or employment).

Consultant shall utilize Regional Land Information System (RLIS) data or other data source to obtain in shapefile or other mapable format. Consultant shall map the information to a planning level for the purposes of avoiding undue impacts to said populations. The mapping need not be sufficient for current or future National Environmental Policy Act analyses.

City and APM shall provide review and comment. Consultant shall produce a final Technical Memo #1 after the PMT review of the draft.

- 1.5 **Refined Schedule** – Consultant shall prepare a Refined Schedule that shows general timelines for tasks and deliverables, including public and advisory committee meetings. Consultant shall update the Refined Schedule throughout the Project as necessary to keep it current. Consultant shall make the initial Refined Schedule available to the PMT no later than two weeks following the PMT Kick-off Meeting. Consultant shall schedule tasks concurrently, where reasonable, to move efficiently through the Project.
- 1.6 **Project Web Page/On-line Surveys** – City shall provide a separate web page on the City's website (www.ci.cornelius.or.us/) for posting TSP Project materials throughout the process. The TSP web page must include a description of the Project and schedule, provide access to draft and final deliverables, and provide notices for upcoming public meetings. City shall provide all materials for the web page, and Consultant shall make draft and final documents and resources available to City for posting on web page when requested. City shall conduct regular web page updates, as needed, to ensure TSP materials are current. Project web page narrative shall be provided in both English and Spanish. Materials posted to support community meetings (such as agendas, handouts, displays, and comment forms) shall be provided in both English and Spanish. Other documents posted on the project web page, such as technical memorandums, shall be provided in English only.

The web page will include a link to online surveys for the project. The City, with input from the Consultant, shall conduct two online surveys for the project (see Tasks 2.6 and 4.7). The Consultant shall provide survey questions in English and Spanish.
- 1.7 **PMT Meetings** – PMT shall participate in a conference call up to 15 times (about once a month) throughout the Project to discuss process, schedule, and technical issues that may arise. Meetings will take place on a regular schedule or as needed. Consultant shall facilitate meetings or conference call, provide a draft agenda at least two business days

prior to meeting, and provide a PMT meeting summary (email acceptable) with decisions and action items no later than one week following the meeting.

- 1.8 **Final Technical Memo #1: Public Involvement** – Consultant shall develop a final Technical Memo #1.

City Deliverables

- 1A PMT Kick-off Meeting (Subtask 1.1)
- 1B Committee Rosters and Community Contacts (Subtask 1.2)
- 1C Comments on PAC Meeting Guidelines (Subtask 1.3)
- 1D Comments on Technical Memo #1 (Subtask 1.4)
- 1E Comments on Refined Schedule (Subtask 1.5)
- 1F Project Web Page on City Website (Subtask 1.6)
- 1G Project Web Page Materials (Subtask 1.6)
- 1H PMT Meetings (up to 15) (Subtask 1.7)

Consultant Deliverables

- 1A PMT Kick-Off Meeting (Subtask 1.1)
- 1B PAC Meeting Guidelines (Subtask 1.3)
- 1C Draft Technical Memo #1 (Subtask 1.4)
- 1D Refined Schedule (Subtask 1.5)
- 1E PMT Meetings (up to 15) (Subtask 1.7)
- 1F Final Technical Memo #1 (Subtask 1.8)

Task 2: Policy, Regulatory, and Financial Framework

Subtasks

2.1 **Background Information and Documents** – City shall provide Background Information and Documents to Consultant. City Background Information and Documents must be provided either as links to online materials or hard or electronic versions. Materials include, but are not limited to, the following:

- i. A map of the City and UGB Master Planning materials
- ii. 2005 TSP
- iii. City Comprehensive Plan
- iv. City Municipal Code (Title 17 Subdivisions and Title 18 Zoning)
- v. Council Creek Trail Master Plan
- vi. City of Cornelius Parks Master Plan
- vii. Applicable City Code citations that correspond to the RTFP requirements
- viii. Inventory of transportation projects constructed since 2005
- ix. List of current transportation funding mechanisms, including any City projections from System Development Charges and last five (5) years of funding sources and revenues as available.
- x. Documentation of any local sources of transportation funding, including developer contributions for the last ten years
- xi. Historical information related to maintenance and operation costs for the existing transportation system over the last ten years and the City's process for identifying and prioritizing maintenance needs
- xii. List of changes to 2005 TSP Elements in Rail, Air, Pipeline and Waterway
- xiii. Existing conditions data for pedestrian, bicycle, trail and intermodal facilities, activity generator locations, socio-economically sensitive populations, and transit access deficiencies
- xiv. Recent City traffic data, counts and developer traffic studies
- xv. Recent or proposed land use changes

Consultant shall review necessary background documents including, but not limited to, the following:

- xvi. Metro 2014 RTP
- xvii. Metro RTFP
- xviii. Census data and/or existing Metro sensitive populations data (2014 RTP) using at the TAZ-level
- xix. Hillsboro TSP
- xx. Forest Grove TSP
- xxi. Washington County TSP
- xxii. Oregon Highway Plan (1999 and subsequent amendments)
- xxiii. Transportation Planning Rule
- xxiv. Oregon Access Management Rules
- xxv. TriMet Transit Investment Plan

- 2.2 **Draft Technical Memo #2: Plan and Policy Framework Review** – Consultant shall prepare draft Technical Memo #2, documenting the existing State, regional, and local plans, policies, targets, and standards in Background Information and Documents and how they relate to the Updated TSP. Technical Memo #2 must provide guidance for Tasks 4 and 5 development. Technical Memo #2 must also consider the most recent version of the following documents in addition to the documents gathered in subtask 2.1:
- i. 2008 ODOT Transportation System Planning Guidelines
 - ii. Transportation Planning Rule (Oregon Administrative Rule (“OAR”) Chapter 660, Division 12)
 - iii. Oregon Highway Plan

Technical Memo #2 must consider:

- a. How the documents relate to the TSP, distinguishing the mandated or consistency required policies or regulations from the background information or guidance documents;
- b. Mandated requirements and standards applicable to the TSP;
- c. Any conflicts and discrepancies between 2005 TSP and the mandated requirements and standards; and
- d. An overview of elements and sections of the 2005 TSP, Comprehensive Plan, and the City Code that may need to be amended in order to meet the applicable requirements and standards.

Consultant shall audit adopted policies and development regulations for compliance with Metro’s RTFP checklist (comprehensive plan and City Code requirements only) and 2014 Metro Regional Transportation Plan requirements. This checklist will provide important guidance for Task 4, including revisions to the City Code identified in Technical Memo #8. Consultant shall document compliance and note where potential code amendments will be necessary. No new policy or code language is to be developed as part of this deliverable.

Consultant shall provide Technical Memo #2 to the PMT at least two weeks prior to PAC Meeting #1 and incorporate necessary corrections before the meetings. Consultant shall revise Technical Memo #2 based on Task 2 comments.

- 2.3 **Draft Technical Memo #3: Project Goals, Objectives, and Evaluation Criteria** – Consultant shall prepare draft Technical Memo #3, building on Technical Memo #2 and refining the scoped Project Objectives. Consultant shall review 2005 TSP Goals and Objectives, transportation policies in other adopted plans, and recommend changes to address the mandatory policy framework of Technical Memo #2 and to reflect the community’s values and City’s current policy direction.

Consultant shall use the recommended Goals and Objectives to develop corresponding Evaluation Criteria that will guide the development of the TSP and ensure that proposed transportation solutions (projects and programs) address identified regional and local needs (gaps and deficiencies). Technical Memo #3 will include proposed project

Evaluation Criteria and must include considerations for bicycle, pedestrian, and transit supportive land development patterns, long term maintenance costs, and least-cost planning design alternatives. The Evaluation Criteria will be used to evaluate the planned and financially-constrained transportation systems and help prioritize capital projects or programs for implementation.

Technical Memo #3 must be written in simple language so that a lay person may understand.

Consultant shall provide Technical Memo #3 to the PMT at least two weeks prior to PAC Meeting #1 and incorporate necessary corrections before the meetings. Consultant shall revise Technical Memo #3 based on Task 2 feedback.

- 2.4 **Draft Technical Memo #4: Forecast Funding Sources** – Consultant shall prepare draft Technical Memo #4 to provide a framework for a transportation financing program consistent with OAR 660-012-0040. Consultant shall summarize the Background Information and Documents funding and expense data in summary text, graphic, or table format.

Consultant shall quantitatively document and describe regional and State transportation system funding sources available to the City, and shall apply trend and growth estimation to forecast total transportation system funding and maintenance expenses to 2040. Consultant shall estimate maintenance expenditure multipliers for all modes of the transportation system except transit that can be used to project those costs in the future for the existing system and for new capital projects. Multipliers must be appropriate to the mode and simple to apply. Information must be in a summary text, graphic, and table format. Consultant shall also describe potential new funding sources, including local funding options.

Technical Memo #4 must include a brief narrative explaining each of the following:

- a. Committed funding sources (e.g., Capital Improvement Plan, Metropolitan Transportation Improvement Program, Statewide Transportation Improvement Program);
- b. Future projections of likely available funding through 2040;
- c. Potential new transportation funding sources including debt financing - discussing the pros, cons, applicability, trade-offs, and feasibility of each;
- d. Future projections of maintenance and operations expenditures; and
- e. Funding assumptions for the Financially Constrained and Planned systems.

Consultant shall provide draft Technical Memo #4 to the PMT at least two weeks prior to PAC Meeting #1 and incorporate necessary corrections before the meeting. Consultant shall revise Technical Memo #4 based on Task 2 comments.

- 2.5 **Community On-line Survey #1** – The City shall conduct an on-line survey using the project web page. Survey #1 will ask participants to rate their agreement with or support

for transportation planning goals and objectives identified in Technical Memo #3. It also will ask participants to identify location-specific transportation issues and opportunities in Cornelius, building on the work conducted in Task 3 (Existing Conditions). The City shall work with local community groups to help publicize the online surveys to encourage participation from a broad range of community members. The City shall provide survey questions in English and Spanish. Following the delivery and collection of survey results, the City will summarize the data for use by the Consultant. Consultant will provide a review and feedback on the survey questions and survey results summary.

- 2.6 **Final Technical Memo #2: Plan and Policy Framework Review** – Consultant shall develop a final Technical Memo #2.
- 2.7 **Final Technical Memo #3: Project Goals, Objectives, and Evaluation Criteria** – Consultant shall develop a final Technical Memo #3.
- 2.8 **Final Technical Memo #4: Forecast Funding Sources** – Consultant shall develop a final Technical Memo #4.

City Deliverables

- 2A Background Information and Documents (Subtask 2.1)
- 2B Comments on Technical Memo #2 (Subtask 2.2)
- 2C Comments on Technical Memo #3 (Subtask 2.3)
- 2D Comments on Technical Memo #4 (Subtask 2.4)
- 2E Community On-Line Survey #1 (Subtask 2.5)

Consultant Deliverables

- 2A Draft Technical Memo #2 (Subtask 2.2)
- 2B Draft Technical Memo #3 (Subtask 2.3)
- 2C Draft Technical Memo #4 (Subtask 2.4)
- 2D Review Community On-Line Survey #1 (Subtask 2.5)
- 2E Final Technical Memo #2 (Subtask 2.6)
- 2F Final Technical Memo #3 (Subtask 2.7)
- 2G Final Technical Memo #4 (Subtask 2.8)

Task 3: Existing and Future Transportation Systems

Subtasks

- 3.1 **Draft Technical Memo #5: Existing and Future Conditions and Needs Analysis** – Consultant shall prepare draft Technical Memo #5 documenting the existing and future modal conditions to serve as a basis for development of solutions in Task 5. Consultant shall analyze changes in the City’s transportation system since 2005 to see the extent to which it complies with the 2014 RTP and RTFP policy, including, but not limited to, spacing and connectivity requirements. Consultant shall utilize Metro’s Regional Land

Information System data on sidewalks, bikeways, trails, and intermodal connections and facilities. Consultant shall gather other available data from City and ODOT.

Transportation system needs must be identified based on the transportation system inventory and analysis of the existing and future conditions. Needs are defined as either gaps or deficiencies. A deficiency is a capacity or design constraint that limits, but does not prohibit the ability to travel by a given mode. Deficiencies include facilities or services that do not meet applicable performance standards, such as v/c targets; street design standards; corridor conditions that discourage use by pedestrians and bicyclists; and barriers to freight on designated freight routes. Gaps are missing links or barriers in the planned system for any mode that functionally prohibit travel by a given mode, such as missing sidewalks. OAR 660-012-0030 provides guidance for “determination of need” as does the RTP section 3.08.210.

Technical Memo #5 must include the following elements in text, graphic, or table format as appropriate to the topic:

- A. Street Network Inventory – Consultant shall update the 2005 TSP figures and tables listed below, and document any changes in the location, function, and condition of the following:
- a. Functional classification system for state, county, and city streets;
 - b. Study intersection lane geometry, traffic control devices, and number of lanes;
 - c. Sidewalks;
 - d. Pedestrian and railroad crossings on arterial streets;
 - e. Bikeways;
 - f. Bridges (location only);
 - g. Intelligent Transportation System facilities;
 - h. Intermodal connections and facilities (e.g., park-and-ride lots and highway to freight facilities);
 - i. State and local freight and motor carrier routes;
 - j. National Highway System facilities; and
 - k. Highways that are part of the national network (see <http://ops.fhwa.dot.gov/freight/sw/overview/>).

Consultant shall provide a map or shapefile (available through Regional Land Information System) depicting locations of sidewalks, pedestrian crossings, bikeways, trails, and intermodal connections and facilities.

B. Traffic Speeds and Volume Inventory – Consultant shall identify existing Speed Zones with current posted speed data on arterial streets. Consultant shall prepare a table and summary map depicting either Average Daily Traffic or PM peak hour traffic counts (as determined by the PMT) on arterial and collector streets throughout the City. Consultant shall use existing traffic volumes gathered as part of previous

planning efforts such as the 2014 UGB expansion and obtain traffic volume data to provide traffic volume summaries in intersection diagram and table formats.

Consultant shall obtain weekday evening peak period (4 to 6 PM) traffic counts for the following study intersections:

- A. N. 19th Avenue at N. Davis Street
- B. N. 10th Avenue at N. Holladay Street
- C. Dogwood Street at 14th Avenue
- D. Dogwood Street at 10th Avenue
- E. Dogwood Street at 20th Avenue
- F. Dogwood Street at 26th Avenue
- G. OR 8 and 29th Avenue

City shall provide weekday evening 2-hour peak period traffic counts for OR 8 (Baseline Street and Adair Street) at 14th Avenue and OR 8 (Baseline Street and Adair Street) at 10th Avenue from previous planning efforts in 2012 and 2013. The Consultant shall review available historic count data in the TSP study area and factor the 2012 and 2013 count data to represent 2016 traffic counts.

- C. Existing Street System and Intersection Performance – Consultant shall document the performance of the existing street system for vehicles during the weekday p.m. peak hour from previous planning efforts and the additional data gathered in section B above. Consultant shall evaluate intersection performance and compare intersection performance to the operational standards identified in Technical Memorandum #2 to identify existing deficiencies.

Consultant shall prepare existing operations analysis for the intersections listed above in B with the exception of OR 8 at 14th Avenue and OR 8 at 10th Avenue. City shall provide existing operations analysis for intersections studied during previous planning efforts including the following two intersections:

- A. 14th/OR 8 (Baseline Street) & 14th/OR 8 (Adair Street) – completed in 2012 as part of improvement project that signalized these intersections
- B. 10th/OR 8 (Baseline Street) & 10th/OR 8 (Adair Street) – completed in 2013 as part of design for the 10th Avenue improvement project

- D. Future Traffic Performance on the Major Street Network – Consultant shall document the land use forecasts and traffic assignment methods to be used for traffic volume projections. Consultant shall obtain Metro’s 2014 Base Year and 2040 Future Year RTP Financially Constrained scenarios of the regional travel demand model, including the Transportation Analysis Zone (TAZ) structure and corresponding land use files. Consultant shall document Metro 2014 RTP projected population, employment and network for the Project Area, and with direction from PMT determine if any Metro or local adjustments subsequent to the Metro 2014 RTP projections should be applied. The following must be included:

1. Figures showing the City's zoning and comprehensive plan designations, as well as significant natural resources and environmental constraints that could limit development of vacant land based on City's Buildable Lands Inventory;
2. Figures showing Metro's TAZ structure for the Project Area, including any Consultant-recommended TAZ boundary refinement (TSP TAZs);
3. Figures showing projected growth in households, retail employment, and non-retail employment by TSP TAZ;
4. Table summaries of Project Area land use and growth forecasts, including population and employment totals;

Consultant shall estimate the future traffic performance on the major street network using the traffic forecast data from Metro's regional transportation model. Consultant shall assess the rate of growth in traffic volumes on arterials and collectors using information from Metro's 2014 RTP. Consultant shall assess the adequacy of corridor capacity using Metro's assumed link capacities to determine which locations may need further analysis.

Consultant shall post process traffic volumes to account for differences between actual volumes and model volumes in Planning Horizon year (2040) consistent with National Cooperative Highway Research Program 255 methods. Consultant shall coordinate with City PM and Metro to obtain appropriate model runs based on the 2014 RTP and the City's Capital Improvement Plan. Consultant shall estimate the year each system intersection is forecasted to fall below applicable adopted performance standards.

- E. Street Network and Connectivity Needs Analysis – Consultant shall identify gaps in the local street network compared to the regional Metro connectivity requirements set forth in the RTFP, section 3.08.110.
- F. Street Design and Mobility Corridor Needs Analysis – Consultant shall a) identify arterial and collector streets with cross-sections inconsistent with the planned capacity of the Regional Arterial and Throughway Network and Design Classifications of 2014 RTP Table 2.6 and Figures 2.5 and 2.7; and b) identify sections of arterial and collector streets with previous planning projects that need to be upgraded or downgraded to be consistent with adopted facility plans.
- G. Safety – Consultant shall analyze available collision data for the past five years on arterial and collector streets throughout the Project Area and at study intersections among all users (e.g., people walking, cycling, and driving). The analysis must identify collision patterns, types, severity (property damage, injury, or fatality), high-frequency collision locations, severe collision locations, evaluation of contributing causes, and potential counter measures considered. Analysis must include calculation

of critical crash rates and excess proportion of specific crash types at all study intersections as outlined in Chapter 4 of ODOT's Analysis Procedures Manual (APM). Top 10% ODOT Safety Priority Index System ("SPIS") sites must be identified. The crash analysis at the top 10% SPIS locations must identify any crash patterns and suggest potential countermeasures. Consultant shall review ODOT's State Highway Crash Rate Tables and identify highway segments experiencing crash rates greater than the statewide average for similar facilities.

City shall provide Consultant with information about observed and perceived speeding and traffic diversion problems on collectors and local streets and Consultant shall assess city identified issues and possible traffic calming measures.

- H. Freight – Consultant shall summarize available information regarding freight connections, reliability, and deficiencies in Project Area using data from the Metro 2014 RTP, Washington County TSP, and Regional Freight Plan. The freight system inventory must be consistent with Section 3.08.150 of the RTFP, Freight System Design.

Consultant shall summarize identified gaps and deficiencies in the freight system, including those associated with through freight movement and freight access to any freight intermodal facilities, employment and industrial areas, and commercial districts.

- I. Public Transit – Consultant shall document transit lines and stops within the Project Area including available data for travel times, headways, and ridership by stop for all transit lines. Consultant shall create a map to illustrate existing transit service, showing likely destinations within a half mile of transit stops. Information must be acquired from TriMet and City. City shall identify any deficiencies in the pedestrian network that affect access to transit stops and identify any missing safe pedestrian crossings near transit stops. If there are corridors where more or new transit service is desired, City shall identify along with the supporting infrastructure investments, land use, and policy solutions the City intends to implement in order to make the area transit supportive.

Consultant shall summarize identified transit service needs and key pedestrian and bicycle needs that will provide better access to transit stops, including sidewalks and safe street crossings consistent with RTFP Section 3.08.120. Any language addressing recommendations for changes in transit service will be developed in collaboration with TriMet. The public transit chapter must identify and acknowledge LIFT paratransit service and present summary data provided by TriMet.

- J. Active Transportation Systems for Bicyclists and Pedestrians – Consultant shall create text and maps showing existing pedestrian and bicycle facilities and generators (as

identified by City but including, at a minimum, hospitals, medical centers, grocery stores, schools, major transit stops, and social service centers) to reflect current pedestrian and bicycle system conditions. For low volume streets, identifying sidewalks on one side of the street may be deemed sufficient by the City. Consultant shall gather additional data necessary to evaluate bicycle and pedestrian facilities on arterial and collector roadways with the Qualitative Assessment methodology provided in Chapter 14 of the AMP..

Consultant shall perform needs analysis for pedestrian facilities identifying volumes, missing links, crossing locations, geometric deficiencies, and safety needs for pedestrians especially between activity generators. The pedestrian needs analysis must reflect the pedestrian system design requirements of RTFP section 3.08.130 and the transit system design requirements of RTFP section 3.08.120.A and B.

Consultant shall conduct a pedestrian crossing investigation on OR 8 between 10th and 14th Avenue to identify the need for future enhanced crossings. Consultant shall identify pedestrian connections needed to the Cornelius Parks Master Plan network and to the Regional Trails and Greenways network. Consultant shall evaluate opportunities to improve pedestrian safety and access in the downtown core.

Consultant shall perform needs analysis for bicycle facilities identifying volumes, missing links, crossing locations, geometric deficiencies, and safety needs for facilities especially between activity generators. The bicycle needs analysis must be consistent with RTFP section 3.08.140. Consultant shall evaluate providing bicycle connections to the Cornelius Parks Master Plan network and the Regional Trails and Greenways network. Consultant shall identify any cross jurisdictional bicycle connection issues in order to minimize gaps in the bicycle system and promote consistency between jurisdictions.

- K. Access Management Needs Analysis – Consultant shall evaluate existing driveway and intersection spacing on the north side of OR 8 from East Lane (343rd) to the eastern edge of the UGB expansion area (329th). On the south side of OR 8, the Consultant shall analyze from just west of 26th to the east edge of the UGB expansion area. The downtown section was addressed during the Downtown Improvement Plan and the recommended closures have already been addressed.
- L. Rail, Air, Pipeline, and Water Transportation – Consultant shall document any changes in the needs for rail, air, pipeline, and water transportation systems in the Project Area and vicinity since development of the 2005 TSP. Consultant shall identify whether existing facilities and services are inconsistent with relevant state, regional, or local plans.

M. ODOT Projects – Consultant shall document any planned investments in Project Area identified in the adopted State Transportation Improvement Program.

Consultant shall provide Technical Memo #5 to the PMT at least two weeks prior to PAC Meeting #2 and incorporate necessary corrections before the meeting. Consultant shall revise Technical Memo #5 based on Task 3 comments.

- 3.2 **PAC Meeting #1** – City shall arrange and Consultant shall conduct PAC Meeting #1. The purpose of PAC Meeting #1 is to provide an introduction to the planning process, explain the purpose of the committee, and review and provide feedback on Technical Memos 2 through 5. Consultant shall provide an agenda and Technical Memo to PAC at least one week prior to the meeting and provide a summary to PMT no later than one week following the PAC Meeting #1.
- 3.3 **Final Technical Memo #5: Existing and Future Conditions and Needs Analysis** – Consultant shall develop a final Technical Memo #5.

City Deliverables

- 3A Comments on Technical Memo #5 (Subtask 3.1)
3B PAC Meeting #1 (Subtask 3.2)

Consultant Deliverables

- 3A Draft Technical Memo #5 (Subtask 3.1)
3B PAC Meeting #1 (Subtask 3.2)
3C Final Technical Memo #5 (Subtask 3.3)

TASK 4: Potential Solutions

Subtasks

- 4.1 Draft **Technical Memo #6: TSP Solutions** – Consultant shall prepare a draft Technical Memo #6, to identify and evaluate projects and strategies for each identified system need and Task 3 input.

The Consultant shall review the OR 8 and 29th Avenue intersection conceptual design and 29th Avenue alignment provided by the City and make recommendations to ensure the proposed improvements will integrate with other TSP Solutions. Solutions from the 2005 TSP, recent UGB study and any corridor plans are to be listed and evaluated unless deemed not appropriate by the PMT.

Consultant shall consider the RTFP Performance Measures and the standards, goals and objectives, and evaluation criteria identified in Technical Memo #3 in selecting the TSP Solutions. Consultant evaluations are limited to potential intersection improvement

project(s) that would help meet the safety and mobility standards, including operational improvements or intersection-specific capacity improvements (such as turn pockets or roundabouts), while balancing the needs of all system users including people walking and bicycling and freight.

Future build network improvements must be consistent with applicable City, County, and ODOT design standards. Alternative improvements may be proposed subject to the approval of the facility's jurisdiction.

Technical Memo #6 must identify changes to current City roadway standards that will improve multi-modal conditions. Other strategies such as local street system improvements, Transportation Demand Management, pavement management strategies, and active transportation improvements must also be identified.

Solutions must be packaged by project mode and type in the order listed in RTFP section 3.08.220. Consultant shall indicate, by ranking method, how the TSP Solution(s) support the project goals and objectives based on how each solution meets the evaluation criteria. Consultant shall identify solutions to help solve or address the identified gaps and deficiencies. Order of magnitude planning cost estimates must be included.

Technical Memo #6 must include the following elements:

- A. List of Safety Solutions – Consultant shall propose recommended safety improvements for pedestrian, bicycle, and vehicle travel, potentially including roadway realignment and other geometric improvements. The description of proposed solutions must include the needed acquisition of easements and rights-of-way.
- B. Access Management Solutions – Consultant shall recommend access management and spacing solutions, especially taking the recently expanded UGB area into consideration. Solutions may be physical improvements or recommendations for code or street standard amendments. Consultant shall identify facilities or segments where a future more detailed access management plan would reduce crashes and conflicts with people walking and bicycling.
- C. Lists of Pedestrian, Bicycle, Trail, and Transit Solutions and Improvements – Consultant shall recommend potential improvements to the existing transit system, both locally and regionally, including sidewalk access, safe crossings of streets to access transit stops to improve the quality of the transit stops, and to meet identified transit needs. Any language addressing recommendations for changes in transit service must be developed in collaboration with TriMet.

Consultant shall determine recommended actions for the City to meet the 2035 targets if the Metro non- Single Occupancy Vehicle mode split targets (identified in Task 3)

are not met. Consultant shall consider actions for achieving non-Single Occupancy Vehicle mode split targets recommended by the 2005 Metro TGM Non-Single Occupancy Vehicle Modal Target study.

Consultant shall recommend solutions to meet identified bicycle and pedestrian system needs, including recommendations to improve walking safety and access in the downtown core, improve bicycle and pedestrian accommodation on existing streets, improve connectivity to key employment and shopping destinations, schools, transit stops, and the existing multi-use trails system. Bicycle and pedestrian projects must be shown as stand-alone projects, while indicating which of those offer the potential to be rolled into multimodal projects.

- D. List of Improvements to Improve System Connectivity – Consultant shall recommend ways to improve local transportation network connectivity, especially bicycle and pedestrian connectivity.
- E. List of Solutions and Improvements to Maintain Freight Mobility and Reliability – Consultant shall summarize previously recommended freight route improvements (including rail) for consistency with the RTFP.
- F. List of Solutions and Improvements to Maintain or Improve Street Network Capacity – Consultant shall summarize projects to address capacity needs, identify where capacity improvements are not feasible and identify study intersections that do not or will not be likely to meet regional mobility standards, considering other identified Project solutions are in place.
- G. List of Policy and Program Solutions – Consultant shall include a list of programs and policies to address needs and supplement infrastructure improvements to achieve Project Objectives.
- H. Screening – Consultant shall screen solutions proposed above in A through F, for obvious environmental, engineering, land use “fatal flaws” and anticipated funding capacity. This screening can be qualitative or sketch level, and need not include a full system wide traffic analysis, but does require operational analysis where alternative solutions to a specific localized operational or capacity need are proposed.
- I. Performance Measures and Targets – Consultant shall incorporate the transportation performance measures and targets consistent with RTFP Section 3.08.230 and the Evaluation Criteria. Consultant shall document where performance measures are not met and why, and identify any future refinement plans with a timeframe and budget.
- J. Pavement Management Strategies – Consultant shall provide the City expertise on asset management planning and infrastructure design strategies. Consultant shall

review current City roadway cross-section standards and propose revisions, when appropriate, to narrow pavement width and reduce the frequency and level of maintenance required in the future. This will include a comparison to Metro roadway design guidelines. Consultant shall review the City's current pavement maintenance program and provide recommendations for future management policies (such as development of a Transportation Asset Management Plan).

Consultant shall provide Technical Memo #6 to the PMT at least two weeks prior to PAC and PAC Meetings #3 and incorporate necessary corrections before the meetings. Consultant shall revise Technical Memo #6 based on Task 4 comments.

- 4.2 **Draft Technical Memo #7: Regulatory Solutions** – Consultant shall prepare draft Technical Memo #7, recommendations for regulatory solutions, including amendments to the City Code and Comprehensive Plan. Technical Memo #7 must address the code deficiencies identified in Technical Memo #2, to ensure compliance with the Metro RTFP and OAR 660-012-0045. Consultant shall provide sample or “model” language to address recommended revisions to City Code and policy language, in a format suitable for the City Council and Planning Commission Joint Work Session.

Information provided in Technical Memo #7 will be based on examples of language from plans and regulations from other jurisdictions or other best practices resources for the City to consider in preparing its own language.

Consultant shall provide Technical Memo #7 to the PMT at least two weeks prior to PAC Meeting #3 and incorporate necessary corrections before the meeting. Consultant shall revise Technical Memo #7 based on Task 4 comments.

- 4.3 **PAC Meeting #2** – City shall arrange and Consultant shall conduct PAC Meeting #2. The purpose of PAC Meeting #2 is to review and provide feedback on Technical Memos 7, and 8. Consultant shall provide an agenda and Technical Memos to PAC at least one week prior to the meeting and provide a summary to PMT no later than one week following the PAC Meeting #2.

- 4.4 **Community Meeting #1** – City shall arrange and conduct Community Meeting #1. The purpose of Community Meeting #1 is to gather feedback on the recommendations in Technical Memo #6. City shall mail or email meeting notices to residents, property owners, and business owners, as well as media representatives, within the City limits and UGB expansion area. City shall coordinate with Centro Cultural de Washington County to ensure outreach to the Hispanic population in the community. City shall provide an announcement for the meeting and post the announcement on the project web page.

City shall make a presentation in English and Spanish and provide bilingual graphic, easy to understand handouts, displays, and maps. One Consultant team member shall attend

Community Meeting #1 to provide any needed staff support. City shall provide a meeting summary, including a compilation of comments received, and provide to PMT no later than one week following Community Meeting #1. City shall post all Community Meeting #1 materials on the project web page.

- 4.5 **Community Presentations** – City shall arrange and conduct presentations with up to five community groups. The purpose of these presentations will be to provide additional opportunities for community members to participate in the process without having to attend a separate project-specific meeting (such as Community Meeting #1). In each case, the presentations shall occur at a regularly scheduled meeting of a community organization (e.g., Cornelius Chamber of Commerce, church with a high percentage of Latino members and/or other groups to be recommended by the City) or community event (e.g., farmers market, Flicks in the Park, other event to be recommended by the City). City shall prepare brief presentations, handouts, maps and short questionnaires similar to activities provided at Community Meeting #1.
- 4.6 **Community On-line Survey #2** - The City shall conduct a second on-line survey using the project web page. Survey #2 will ask participants their relative support or priorities for the transportation solutions identified in Technical Memorandum #6. The survey will incorporate project lists, maps and other graphics, as needed to illustrate the proposed solutions. The City shall work with local community groups to help publicize the online surveys to encourage participation from a broad range of community members. The City shall provide survey questions in English and Spanish. Consultant will provide a review and feedback on the survey questions and survey results summary.
- 4.7 **Final Technical Memo #6: TSP Solutions** – Consultant shall develop a final Technical Memo #6.
- 4.8 **Final Technical Memo #7: Regulatory Solutions** – Consultant shall develop a final Technical Memo #7.

City Deliverables

- 4A Comments on Technical Memo #6 (Subtask 4.2)
- 4B Comments on Technical Memo #7 (Subtask 4.3)
- 4C PAC Meeting #2 (Subtask 4.4)
- 4D Community Meeting #1 (Subtask 4.5)
- 4E Community Presentations (Subtask 4.6)
- 4F Community On-line Survey #2 (Subtask 4.7)

Consultant Deliverables

- 4A Draft Technical Memo #6 (Subtask 4.2)

- 4B Draft Technical Memo #7 (Subtask 4.3)
- 4C PAC Meeting #2 (Subtask 4.4)
- 4D Community Meeting #1 (Subtask 4.4)
- 4E Review Community On-line Survey #2 (Subtask 4.6)
- 4F Final Technical Memo #6 (Subtask 4.7)
- 4G Final Technical Memo #7 (Subtask 4.8)

Task 5: Draft Planned and Financially Constrained Transportation Systems

Subtasks

- 5.1 **City Council and Planning Commission Joint Work Session #1** – City shall arrange and conduct a joint meeting to update the Planning Commission and City Council on the status of the Project. Consultant shall present Project results and recommendations and work to gain consensus on what should constitute the Goals and Objectives, Financially Constrained and Planned Transportation Systems, and Regulatory Solutions.

- 5.2 **Draft Technical Memo #8: Planned and Financially Constrained Transportation Systems** – Consultant shall prepare draft Technical Memo #8 to describe the Planned and Financially Constrained Transportation Systems consistent with OAR 660-012-0040. The description of each of these Systems must be sufficient to describe the planned mode, function, performance standards, typical cross-section, and general location of facilities, services, and improvements. Projects or planned improvements that involve financial contributions from sources outside the City must include a discussion of the likelihood of funding availability, developed in concert with the jurisdiction or agency expected to provide funding. One-time capital funds must be distinguished clearly from projected continuing operating expenditures. The development of the Planned and Financially Constrained Transportation Systems must be consistent with Technical Memo #2's Goals and Objectives and must be assessed against the Evaluation Criteria. Consultant shall consider the earlier feedback from the PMT, PAC, Planning Commission, and City Council in developing the Financially Constrained and Planned Transportation Systems. The Planned Transportation Systems may include an illustrative list of projects in addition to the Financially Constrained Transportation Systems.

Consultant shall provide Technical Memo #8 to the City PM and APM at least two weeks prior to PAC Meeting #4 and incorporate necessary corrections before the meeting. Consultant shall revise Technical Memo #7 based on Task 5 comments.

- 5.3 **PAC Meeting #3** – City shall arrange and Consultant shall conduct PAC Meeting #3. The purpose of PAC Meeting #3 is to discuss Technical Memo #8 and to gain consensus on what should constitute the Financially Constrained and Planned Transportation Systems. Consultant shall present materials. Consultant shall provide an agenda and Technical Memo to PAC at least one week prior to the meeting and provide a summary to PMT no later than one week following the PAC Meeting #3.

5.4 **Final Technical Memo #8: Planned and Financially Constrained Transportation Systems** – Consultant shall develop a final Technical Memo #8.

City Deliverables

- 5A City Council and Planning Commission Joint Work Session #1 (Subtask 5.1)
- 5B Comments on Technical Memo #8 (Subtask 5.2)
- 5C PAC Meeting #3 (Subtask 5.3)

Consultant Deliverables

- 5A City Council and Planning Commission Joint Work Session #1 (Subtask 5.1)
- 5B Draft Technical Memo #8 (Subtask 5.2)
- 5C PAC Meeting #3 (Subtask 5.3)
- 5D Final Technical Memo #8 (Subtask 5.4)

Task 6: Draft TSP, Comprehensive Plan language and Implementing Language

Subtasks

- 6.1 **Draft TSP and Comprehensive Plan Language** – Consultant shall prepare Draft TSP and Comprehensive Plan language, incorporating the analysis and project and policy recommendations of the Technical Memos. The Draft TSP and Comprehensive Plan language will be provided in redline strike out of the 2005 TSP and Comprehensive Plan. Some or all of the Technical Memos prepared earlier in the Project may be included as appendices.

Consultant shall provide the PAC a link to the Draft TSP and Comprehensive Plan language with a comment deadline.

- 6.2 **Draft Adoption Findings** – City shall prepare draft and revised Draft Adoption Findings for the Draft TSP, addressing City, regional, and State standards for adoption. City is responsible for submitting findings as required. Consultant shall review Draft Adoption Findings and provide comments and guidance to the City.
- 6.3 **Draft Implementing Ordinances** – City shall review existing City Code and, building on Technical Memo #7, develop Draft Implementing Ordinances necessary to implement the Draft Updated TSP. The City will prepare precise amendment language in adoption-ready format (underline / strikeout format) to incorporate into the City Code, Comprehensive Plan, and other appropriate regulatory document, as well as any ordinances or resolutions necessary to enact the amendments. Consultant shall review Draft Implementing Ordinances and provide comments and guidance to the City.
- 6.4 **Recommended Updated TSP, Revised Comprehensive Plan Language, Revised Adoption Findings, and Revised Implementing Ordinances,** – Consultant shall revise

the Draft Updated TSP and Comprehensive Plan Language incorporating Task 6 comments. City shall revise Draft Adoption Findings, and Draft Implementing Ordinances incorporating Task 6 comments. City shall resolve conflicting comments. Consultant shall submit revised Recommended Updated TSP. Consultant shall provide electronic copies of all documentation to the City and APM in PDF and modifiable format including electronic files for all document text, graphics and figures needed for the City to revise the Draft TSP as needed.

City Deliverables

- 6A Comments on Draft TSP (Subtask 6.1)
- 6B Comments on Draft Adoption Findings (Subtask 6.2)
- 6C Comments on Draft Implementing Ordinances (Subtask 6.3)

Consultant Deliverables

- 6A Draft TSP (Subtask 6.1)
- 6B Draft Adoption Findings (Subtask 6.2)
- 6C Draft Implementing Ordinances (Subtask 6.3)
- 6D Recommended TSP, Revised Adoption Findings, Revised Implementing Ordinances and Revised Recommended 2014 RTP Amendments (Subtask 6.4)

Task 7: Adoption

Subtasks

- 7.1 **Required Notices** – City shall submit all required notices to agencies as may be required by law. City shall submit a link to a copy of the Recommended TSP to Metro’s Chief Operating Officer at least 45 days prior to the first public hearing as directed in the RTFP, and make all corrections as designated by Metro prior to the public hearing.

City shall also submit a copy of the Recommended TSP to Department of Land Conservation and Development at least 35 days prior to the first evidentiary hearing as directed by ORS 197.610 and OAR 660-018-020 and make all corrections necessary prior to the public hearing.

- 7.2 **City Council and Planning Commission Joint Work Session #2** – City shall arrange and conduct City Council and Planning Commission Joint Work Session #2. Consultant shall attend to present an overview of the Recommended Updated TSP and answer questions.
- 7.3 **Staff Report** – City shall prepare a Staff Report, including the Revised Adoption Findings to support adoption of the Recommended Updated TSP and Revised Implementing Ordinances.

- 7.4 **Planning Commission Adoption Hearings** – City shall arrange and conduct the Planning Commission Adoption Hearings to consider recommendation of the adoption of the Recommended TSP, Revised Implementing Ordinances, and Revised Adoption Findings.
- 7.5 **City Council Adoption Hearings** – City shall arrange and conduct the City Council Adoption Hearings to consider adoption of the Recommended TSP, Revised Implementing Ordinances, and Revised Adoption Findings. Consultant shall attend one City Council Adoption Hearing to answer questions.
- 7.6 **Final Updated TSP** – City shall prepare Final TSP incorporating City Council actions. Final TSP must include the adopting ordinance number and effective date, if applicable.
- Consultant shall prepare graphics as needed to support the City for publication of the Final TSP. City shall provide red-lined edits to plan figures prior to the update.
- City shall submit an electronic copy of the Final TSP on compact discs in a PDF and in a modifiable format and three hard copies to the APM.
- 7.7 **Final TSP to Metro** – City shall submit a copy of the Final TSP to Metro’s Chief Operating Officer within 14 days after adoption.
- 7.8 **Title VI Report** – City shall prepare and submit to the APM Title VI Report documenting Project processes and outreach for all income, race, gender, and age groups for the entire Project.

City Deliverables

- 7A Required Notices (Subtask 7.1)
- 7B City Council and Planning Commission Joint Work Session #2 (Subtask 7.2)
- 7C Staff Report (Subtask 7.3)
- 7D Planning Commission Adoption Hearings (Subtask 7.4)
- 7E City Council Adoption Hearings (Subtask 7.5)
- 7F Final TSP (Subtask 7.6)
- 7G Final TSP to Metro (Subtask 7.7)
- 7H Title VI Report (Subtask 7.8)

Consultant Deliverables

- 7A City Council and Planning Commission Joint Work Session #2 (Subtask 7.2)
- 7B City Council Adoption Hearing (Subtask 7.5)
- 7C Updated Graphics (Subtask 7.6)

Project Schedule	
Task 1: Project Start-up and Public Involvement Plan	Month 1-2
Task 2: Policy, Regulatory, and Financial Framework	Month 1-2
Task 3: Existing and Future Transportation Systems	Months 1-4
Task 4: Potential Solutions	Months 3-6
Task 5: Draft Planned and Financially Constrained Transportation Systems	Months 6-9
Task 6: Draft Updated TSP and Implementing Language	Months 9-11
Task 7: Adoption	Months 12-14* *Project ends December 31, 2017

Consultant Deliverables		
1A	PMT Kick-off Meeting (Subtask 1.1)	\$1,755
1B	PAC Meeting Guidelines (Subtask 1.3)	\$472
1C	Draft Technical Memo #1 (Subtask 1.4)	\$600
1D	Refined Schedule (Subtask 1.5)	\$679
1E	PMT Meetings (Subtask 1.7)	\$2,412
1F	Final Technical Memo #1 (Subtask 1.8)	\$152
2A	Draft Technical Memo #2 (Subtask 2.2)	\$5,882
2B	Draft Technical Memo #3 (Subtask 2.3)	\$2,698
2C	Draft Technical Memo #4 (Subtask 2.4)	\$2,870
2D	Review Community On-Line Survey #1 (Subtask 2.5)	\$546
2E	Final Technical Memo #2 (Subtask 2.6)	\$1,470
2F	Final Technical Memo #3 (Subtask 2.7)	\$675
2G	Final Technical Memo #4 (Subtask 2.8)	\$716
3A	Draft Technical Memo #5 (Subtask 3.1)	\$27,138
3B	PAC Meeting #1 (Subtask 3.2)	\$1,828
3C	Final Technical Memo #5 (Subtask 3.3)	\$6,784
4A	Draft Technical Memo #6 (Subtask 4.2)	\$16,962
4B	Draft Technical Memo #7 (Subtask 4.3)	\$3,442
4C	PAC Meeting #2 (Subtask 4.4)	\$2,339
4D	Community Meeting #1 (Subtask 4.4)	\$1,829
4E	Review Community On-line Survey #2 (Subtask 4.6)	\$546
4F	Final Technical Memo #6 (Subtask 4.7)	\$4,241

4G	Final Technical Memo #7 (Subtask 4.8)	\$860
5A	City Council and Planning Commission Joint Work Session #1 (Subtask 5.1)	\$1,828
5B	Draft Technical Memo #8 (Subtask 5.2)	\$5,677
5C	PAC Meeting #3 (Subtask 5.3)	\$1,828
5D	Final Technical Memo #8 (Subtask 5.8)	\$1,419
6A	Draft TSP (Subtask 6.1)	\$15,739
6B	Draft Adoption Findings (Subtask 6.2)	\$1,685
6C	Draft Implementing Ordinances (Subtask 6.3)	\$1,685
6D	Recommended TSP, Revised Adoption Findings, Revised Implementing Ordinances and Revised Recommended 2014 RTP Amendments (Subtask 6.4)	\$4,905
7A	City Council and Planning Commission Joint Work Session #2 (Subtask 7.2)	\$2,384
7B	City Council Adoption Hearing (Subtask 7.5)	\$648
7C	Updated Graphics for TSP (Subtask 7.6)	\$1,614

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

AGENCY OFFICIAL CERTIFICATION (ODOT)

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this contract that to the best of its knowledge and belief, it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause or default.
4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was

erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400), to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by entering into this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by entering into this contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it

nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of this contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights

Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Oregon Department of Transportation (ODOT) and its contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither ODOT nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as ODOT deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be

required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the contract for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering

into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING ODOT'S
DBE PROGRAM REQUIREMENT
CONTACT OFFICE OF CIVIL RIGHTS
AT (503)986-4354.

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

EXHIBIT E

Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

1. Federal Award Identification: _____
2. Grantee Name (which must match the name associated with 3 below): City of Cornelius
3. Grantee's unique entity identifier (i.e. DUNS number): _____
4. Federal Award Identification Number (FAIN): _____
5. Federal Award Date: _____
6. Period of Performance Start and End Date: From _____ to June 30, 2017
7. Total Amount of Federal Funds Obligated by this Agreement: _____

- A. Total Amount of Federal Award: _____
Federal award project description: 2015-17 Transportation and Growth Management

Program

Name of Federal awarding agency: FHWA

Contact information for awarding official: Linda Swan

Indirect cost rate: _____

i.a. CFDA Number and Name: _____

i.b. Amount: \$ _____

ii.a. CFDA Number and Name: _____

ii.b. Amount: _____

iii.a. CFDA Number and Name: _____

iii.b. Amount: _____

- B. Total Amount of Federal Award: _____

Federal award project description: _____

Name of Federal awarding agency: _____

Contact information for awarding official: _____

Indirect cost rate: _____

i.a. CFDA Number and Name: _____

i.b. Amount: _____

ii.a. CFDA Number and Name: _____

ii.b. Amount: _____

iii.a. CFDA Number and Name: _____

iii.b. Amount: _____

- C. Total Amount of Federal Award: _____

Federal award project description: _____

Name of Federal awarding agency: _____

Contact information for awarding official:

Indirect cost rate: _____

i.a. CFDA Number and Name: _____

i.b. Amount: _____

ii.a. CFDA Number and Name: _____

ii.b. Amount: _____

iii.a. CFDA Number and Name: _____

iii.b. Amount: _____

8. Total Amount of Federal Funds Obligated to Grantee: _____

9. Is Award R&D? ___Yes ___No

DRAFT