

Cornelius

Oregon's Family Town



CITY COUNCIL MEETING AGENDA

Monday, May 6, 2024

Cornelius City Council Chamber
1355 N Barlow St, Cornelius, Oregon 97113

[TVCTV Live Stream](#)

[Zoom Webinar](#) | Meeting ID: 834 7940 8874 | Passcode: 215546

1. Work Session – 6:00 PM

- A. Review of Income-Qualified Utility Bill Relief, Language Accessibility for Utility Bill and City Council Meetings, and Potential Spanish Language Meeting Interpretation

2. Cornelius Urban Renewal Agency Board Meeting (see separate agenda) – 7:00 PM

3. Regular Session – 7:15 PM (following Urban Renewal Agency Board Meeting)

Call to Order – Pledge of Allegiance and Roll Call

4. Consent Agenda

The items on the Consent Agenda are considered and adopted by one motion unless a Council Member or community member requests that an item be considered separately before a vote of the Consent items. The Mayor shall decide when an item is removed from Consent for discussion.

- A. City Council Meeting Minutes, April 1, 2024
- B. Resolution No. 2024-16: U.S. Environmental Protection Agency (EPA) Targeted Brownfields Assessment Program Grant Application
- C. Resolution No. 2024-17: Metro Nature in Neighborhoods Grant for Steamboat and Tarrybrooke Parks
- D. Resolution No. 2024-18: Application for Congressional Community Project Funding from U.S. Housing and Urban Development for Community and Recreation Center Through Office of Representative Suzanne Bonamici
- E. Liquor License Applications
- F. Update to the City Pay Plan

5. Public Comment

Comments are limited to three minutes.

Speaking in Person: Register to speak by filling out a form in the City Council Chamber and provide it to the City Recorder.

Speaking Virtually: Register to speak by contacting the City Recorder via email at recorder@corneliusor.gov no later than 3:00pm on the day of the City Council meeting. Provide your name, address, and when possible, the topic of testimony. Those attending virtually will not be able to turn on their camera during the meeting or share their screen; presentation materials may be submitted as written testimony via email or in person at City Hall.

6. Recognition

A. Service Recognition: 5 Years, David Freas: **Karen Hill**

7. Presentations and Appointments

A. Family Justice Center of Washington County Update: **Judy Willey, President**

B. The Arts Economy in Washington County: **Yasmin Ruvalcaba, Tualatin Valley Creates**

C. Appointments to City Boards and Commissions

8. Public Hearings

None

9. Unfinished Business

None

10. New Business

A. Resolution No. 2024-19: Letter of Intent to Purchase Recreation Center Building from Forest Grove School District: **Peter Brandom, City Manager**

B. Resolution No. 2024-20: City Manager Evaluation and Contract Amendment: **Ellie Jones, Assistant City Manager**

C. Resolution No. 2024-21: Intergovernmental Agreement with the Cornelius Urban Renewal Agency for the Purchase of Real Property: **City Manager, Peter Brandom**

- D. Resolution No. 2024-22: Purchase and Sale Agreement with Islam el Masri for Purchase of Real Property: **Peter Brandom, City Manager**
- E. Resolution No. 2024-23: 2023-2024 City Paving Projects Bid Award: **Kevin Oppenlander, Project Manager**
- F. Resolution No. 2024-24: Oregon State Fire Marshal Wildfire Season Staffing Grant: **Jim Geering, Fire Chief**

11. Reports

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

12. Announcements

- A. Saturday, June 8, 2024: 9:00 am – 1:00 pm Shred-It Document Shredding Event, City Hall
- B. June 7, 2024 – September 27, 2024: Cornelius Farmers’ Market, Dinsdale Plaza
- C. June 3, 2024 – 6:00pm Work Session; 7:00 pm City Council Meeting

13. Adjournment



City Council Meeting – Monday, April 1, 2024
1355 N. Barlow St – Cornelius, OR 97113
In-Person/Hybrid Meeting

Roll Call: Council Present: Councilor Eden Lopez, Councilor Angeles Godinez, Council President John Colgan, and Mayor Jef Dalin (Remote).

Councilors Absent: Doris Gonzalez.

Staff Present: Peter Bandom, City Manager; Ellie Jones, Assistant City Manager – Business Operations & Acting City Recorder; Barbara Fryer, Community Development Director; Mark Crowell, Public Works Director; Itzel Sayago, Communication & Community Engagement Manager; Karen Hill, Library Director; Jim Geering, Fire Chief

Public Attendees: Rob Drake, Former City Manager; Steve Heinrich, Former City Councilor; Dave Waffle, Planning Commission Chair and Former City Manager

1. **EXECUTIVE SESSION – 6:00 PM**
2. **REGULAR SESSION – 7:00 PM**
 - A. Call to Order – Pledge of Allegiance and Roll Call

Council President Colgan called the regular City Council meeting to order at 7:00 pm.

3. **CONSENT AGENDA**
 - A. City Council Meeting Minutes, February 5, 2024
 - B. City Council Meeting Minutes, March 4, 2024
 - C. Oregon State Fire Marshall Staffing Grant

Councilor Godinez made a motion to adopt the consent agenda, seconded by Councilor Lopez. Motion carried 4-0. Ayes: Councilor Eden Lopez, Councilor Angeles Godinez, Council President John Colgan, and Mayor Jef Dalin

4. **PUBLIC COMMENT - None**
5. **RECOGNITION**

A. Service Recognition: 5 Years, Crystal Elam

Karen Hill, Library Director, recognized Crystal Elam, Customer Service Specialist, for 5 years of service. Karen spoke about Crystal's character and great work with the library. Karen expressed pride in having Crystal work for the library.

B. Service Recognition: 5 Years, Zachariah Abel-Gale

Karen Hill, Library Director, recognized Zachariah Abel-Gale, Technology Support, for 5 years of service. Karen explained Zach works with the library and County IT groups. Karen spoke about Zach's support of the public library system and Zach's work to increase the community's access to technology. Karen expressed gratitude in having Zach work for the library. Karen presented Zach with a certificate of recognition.

C. Service Recognition and Retirement Farewell: Debby Roth, City Recorder

Numerous attendees spoke to recognize Debby Roth, City Recorder, for her service to the City, including Jef Dalin, Karen Hill, Jim Geering, Steve Heinrich, Ellie Jones, Rob Drake, Dave Waffle, Angeles Godinez, Eden Lopez, John Colgan, and Peter Brandom.

City Manager Brandom expressed gratitude to Debby for her guidance and expertise. Brandom presented Debby with an award for 23 years of dedicated service to the City and the community of Cornelius.

Debby spoke about her time working for the City and expressed thanks to friends, family, and coworkers for their support.

6. PRESENTATIONS AND APPOINTMENTS

A. Proclamation: Food Waste Prevention Week, April 1-7, 2024

On behalf of the Cornelius City Council, Council President Colgan proclaimed the week of April 1st to April 7th, 2024, Food Waste Prevention Week [the full proclamation is included in the City of Cornelius Agenda Report; Page 18].

B. Proclamation: Arbor Day, April 26, 2024

On behalf of the Cornelius City Council, Council President Colgan proclaimed April 26th, 2024, Arbor Day [the full proclamation is included in the City of Cornelius Agenda Report; Page 19].

C. Proclamation: National Community Development Month, April, 2024

On behalf of the Cornelius City Council, Councilor Lopez proclaimed the month April, 2024, National Community Development Month [the full proclamation is included in the City of Cornelius Agenda Report; Page 20].

D. Proclamation: Fair Housing Month, April 2024

On behalf of the Cornelius City Council, Council President Colgan proclaimed the month of April, 2024, Fair Housing Month [the full proclamation is included in the City of Cornelius Agenda Report; Page 21].

E. Resolution No. 2024-15, Appointment to the Cornelius Youth Advisory Council

Communication & Community Engagement Manager, Itzel Sayago, presented the staff report on Resolution No. 2024-15, regarding the revival of the Cornelius Youth Advisory Council (YAC). Sayago provided the history of YAC, briefly described YAC's purpose, and explained its role in government. Sayago recommended the Council appoint two new members for two-year terms, Paola Garcia Andrade and Leslie Cuellar.

Councilor Godinez thanked the two applicants for taking on such a big role in the community.

Council President Colgan agreed and thanked the applicants for volunteering their time.

Councilor Godinez made a motion to approve Resolution 2024-15, A RESOLUTION APPOINTING MEMBERS TO THE CITY'S YOUTH ADVISORY COUNCIL, and this action takes effect immediately. Seconded by Councilor Lopez. Motion carried 4-0. Ayes: Councilor Eden Lopez, Councilor Angeles Godinez, Council President John Colgan, and Mayor Jef Dalin

7. PUBLIC HEARINGS – NONE

8. UNFINISHED BUSINESS – NONE

9. NEW BUSINESS – NONE

10. REPORTS

- A. City Council: None
- B. Mayor Dalin: None
- C. City Manager:

Brandom reported the Council Chambers have received new tables and shared plans to improve the Council Chambers functionality, specifically for conference style meetings.

11. ANNOUNCEMENTS

- A. Joint State of the Cities with Forest Grove, April 22, 12:00pm, Forest Grove City Auditorium.
- B. Voices of Hope Event, April 2, 2024, 4:00pm, Washington County Courthouse Lawn.
- C. Food Waste Prevention Week, April 1-7, 2024
- D. Earth Day, April 22, 2024
- E. PlanetCon Recycling, Reuse and Sustainability Fair, April 20, 2024, 11:00am – 2:00pm, Portland Community College Rock Creek Campus
- F. Budget Committee Meeting, April 24, 2024, 6:00pm, City Council Chambers
- G. City Council Work Session, May 6, 2024, 6:00pm; 7:00pm City Council Meeting.
- H. Dia De Los Niños, April 27th, 2024, 11:00am-3:00pm, Centro Cultural.

- I. Draft Vision Statement Presentation, April 27th, 2024, 11:00am-3:00pm, Centro Cultural.

12. **ADJOURNMENT – 7:50 PM**

Councilor Godinez made a motion to adjourn, seconded by Councilor Lopez. Motion carried 4-0. Ayes: Councilor Eden Lopez, Councilor Angeles Godinez, Council President John Colgan, and Mayor Jef Dalin

Date

City Recorder

City of Cornelius Agenda Report

To: Peter Brandom, City Manager
From: Barbara Fryer, Community Development Director
Date: May 6, 2024
Subject: Resolution No. 2024-16: EPA Region 10 Targeted Brownfields Assessment Program Grant Application



Requested City Council Action: Consider staff recommendation to apply for the U.S. Environmental Protection Agency (EPA) Targeted Brownfields Assessment grant.

Previous Council Action: Council has previously supported grant funding for cleanup of this site.

Relevant City Strategic Plan Goal(s): Goal 6: Identify Community and Economic Development Opportunities to Support the Community's Needs.

Background: A Targeted Brownfields Assessment grant assists local governments to clean up and redevelop brownfield sites by EPA directly hiring a contractor to conduct the Phase I and II assessments. Brownfield properties serve as a blight on cities. One particular property in Cornelius, the old Estby Gas Station, has served as the number one blighted property in the City for well over 10 years. This US EPA program funds the Phase I and II Environmental Assessments that would assist the City in getting a Prospective Purchaser Agreement approved through the Oregon Department of Environmental Quality to limit pollution liability resulting from the purchase of the former gas station property.

Cost: Staff time.

Advisory Committee Recommendation: Not applicable.

Staff Recommendation: Approve Resolution No. 2024-16 as presented by staff.

Proposed Motion: I make a motion to approve Resolution No. 2024-16, A RESOLUTION OF THE CORNELIUS CITY COUNCIL AUTHORIZING THE CITY TO U.S. EPA REGION 10 TARGETED BROWFIELDS ASSESSMENT PROGRAM GRANT FUNDS and this action takes effect immediately.

Exhibits: Resolution 2024-16 and EPA Region 10 Targeted Brownfields Assessment flyer.

RESOLUTION NO. 2024-16

A RESOLUTION OF THE CORNELIUS CITY COUNCIL AUTHORIZING AN APPLICATION FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) TARGETED BROWNFIELDS ASSESSMENT GRANT

WHEREAS, the City's Town Center Plan and Urban Renewal Plan seek to address blighted properties in Cornelius; and

WHEREAS, the former Estby gas station at 1021 Baseline St is a primary target property for rehabilitation and redevelopment; and

WHEREAS, the City has established a Purchase and Sale Agreement with the property owner, to acquire, rehabilitate, and market the property; and

WHEREAS, the City intends to work with the U.S. EPA and Oregon Department of Environmental Quality (DEQ) to acquire grant funding for cleanup of the property; and

WHEREAS, in order to pursue such grant funds the City must establish a Prospective Purchaser's Agreement (PPA) with DEQ; and

WHEREAS, the U.S. EPA provides grant funding for the required Phase I and Phase II environmental assessments needed to complete the project.

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

Section 1. The Cornelius City Council authorizes the City to apply for the U.S. EPA Targeted Brownfields Assessment Grant.

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

INTRODUCED AND APPROVED by the Cornelius City Council at their regular meeting this 6th day of May, 2024.

City of Cornelius, Oregon

By: _____
Jeffrey C. Dalin, Mayor

Attest: _____
Ellie Jones, Assistant City Manager and
Acting City Recorder

Put your community's under-utilized properties on the ladder to revitalization and success!

Redevelop & Revitalize

Community goals are reached when land is revitalized with healthy spaces to live, learn, work, and recreate.



Cleanup

Targeted Brownfields Assessments:

assist with the process of determining the appropriate response to any potential contamination concerns.



Inventory & Investigate

The starting place:

derelict, under-utilized properties often look like this and diminish community development opportunities.



Learn more about how we can help your community reach your revitalization goals in Region 10.

Molly Vaughan vaughan.molly@epa.gov 907-271-1215

Region 10 Environmental Protection Agency, 1200 Sixth Avenue, Suite 155, Seattle, Washington 98101

<https://www.epa.gov/brownfields/brownfields-and-land-revitalization-washington-idaho-oregon-and-alaska>

What is a Brownfield?

Real property, the reuse of which is complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.

There may be more than 450,000 brownfields in the U.S. Reinvesting in these properties increases local tax bases, facilitates job growth, utilizes existing infrastructure, takes development pressures off undeveloped, open land, and both improves and protects the environment.

Targeted Brownfields Assessments (TBAs)

EPA's Targeted Brownfields Assessment (TBA) program promotes the cleanup and redevelopment of brownfields by helping states, tribes, municipalities, other government entities, and non-profit organizations minimize the uncertainties of contamination often associated with brownfields. TBAs can also be used for community planning and visioning.

Unlike funded grants, TBAs are an EPA service, and the assessments are conducted by an EPA contractor.

TBA assistance is available through two sources: directly from EPA regional brownfields offices; and from state or tribal brownfield response programs.

A TBA may encompass one or more of the following activities:

- An "all appropriate inquiries" assessment (Phase I), which includes a background and historical investigation and a site inspection;
- A full site assessment (Phase II), including sampling activities to identify areas of contamination and types and concentrations of contaminants; and
- The determination of how much more investigation is needed and/or the evaluation of cleanup or containment options and costs, based on planned uses after redevelopment.
- The TBA program works closely with your state environmental agency. Our goal is a 'seamless' transition into your state or tribe's program, if necessary.



In Tacoma, WA, a deteriorated commercial site was suspected of contamination from neighboring businesses. After TBA Phase I and II assessments determined there was no on-site contamination, a community health clinic (Hilltop) was constructed with over \$2.2 million in leveraged investment.



In Nelson Island, AK, a new early learning center was needed. Using a TBA, the community learned that land they already owned near the former armory was clean. By obtaining \$2 million in leveraged investment, a new ADA-compliant center was built.

Additional Qualifications

- Applicant must show community need and have redevelopment plans for the contaminated property.
- The applicant should apply on behalf of a specific site which it currently owns or can obtain or is "abandoned".
- Sites where the applicant could be considered a responsible party for the contamination are not eligible for TBA assistance.

Helpful Web Links:

FREE technical assistance with scoping your TBA project and completing the TBA application: Center for Creative Land Recycling - <https://www.cclr.org/>

Region 10 Brownfields & Land Revitalization: <https://www.epa.gov/brownfields/brownfields-and-land-revitalization-washington-idaho-oregon-and-alaska>

National Brownfields TBA information page: <https://www.epa.gov/brownfields/targeted-brownfields-assessments-tba>

City of Cornelius Agenda Report

To: City Council
From: Peter Brandom, City Manager
Date: May 6, 2024
Subject: Resolution 2024-17 Metro Nature in Neighborhoods Grant Awards



Requested City Council Action: Approve receipt of grant funding from Metro for projects at Steamboat and Tarrybrooke parks.

Previous Council Action: None.

Relevant City Strategic Plan Goal(s): Goal 4: Ensure Safety For All Community Members and Goal 5: Develop the Necessary Infrastructure to Meet the Growth, Service Demands, and Emergency Preparedness Needs of the Community.

Background: In 2022, Metro launched a pilot grant program that is designed to be largely community driven. The initial pilot started in Metro District 4 and involved intense community engagement throughout the District, including Cornelius, to identify potential nature grant projects. Several projects in Cornelius were recommended, and following further community engagement, nearly 30 projects across the District were vetted with a Metro committee, that ultimately selected finalist projects. Two projects in Cornelius were Approved and approved by Metro Council, one in Steamboat Park and the other in Tarrybrooke Park.

Beginning in 2023, staff actively participated in Metro-led community engagement sessions in Cornelius, and tracked the process through final recommendations of the selected projects. The Steamboat Park project, named 'Keeping it Rustic in Cornelius,' will provide a new nature space along the Tualatin River, with first foods and medicine garden, a new shade structure, accessible surfacing and picnic tables, bird boxes, a fishing pier and canoe launch at the river with a new path to the launch. The grant award is \$151,667 with \$75,833 cost share or in-kind City funding, total project cost of \$227,500.

In Tarrybrooke Park, the 'Pocket Forest' project will provide a new forest and walking path in the southern corner of the park. It will include a new accessible gravel loop to connect to S 4th Ave, winding through a Miyawaki forest planting. The trees will provide new shade cover in the park, which has had multiple trees removed recently due to disease. The grant award is \$132,167 with \$66,083 cost share or in-kind City funding, total project cost of \$198,250.

Staff are working through how to manage project implementation and to account for the required match. With limited Metro staff time to manage to project, Metro has indicated that the required IGA between the City and Metro can be done within two years of selection, so before February, 2026. Staff are requesting approval to receive the grant funds, but will return for approval of the required IGA at a later time.

Cost: Staff time plus \$141,916 in cost share.

Advisory Committee Recommendation: The Public Infrastructure Advisory Board has been advised of the grant projects and provided input into the initial project ideas.

Staff Recommendation: Approve receipt of the Metro Nature in Neighborhoods grants, contingent upon future formal approval of an IGA.

Proposed Motion: I make a motion to approve Resolution No. 2024-17, A RESOLUTION OF THE CORNELIUS CITY COUNCIL AUTHORIZING THE CITY RECEIVE AWARDED METRO NATURE IN NEIGHBORHOODS GRANT FUNDS, CONTINGENT UPON FUTURE FORMAL APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT and this action takes effect immediately.

Exhibit: Resolution 2024-17.
Cornelius Metro Nature in Neighborhoods Grant Schematics.

RESOLUTION NO. 2024-17

**A RESOLUTION OF THE CORNELIUS CITY COUNCIL AUTHORIZING
RECEIPT OF METRO NATURE IN NEIGHBORHOODS GRANTS FOR
STEAMBOAT AND TARRYBROOKE PARKS**

WHEREAS, the City seeks to continually improve and expand the parks and natural areas in the Community; and

WHEREAS, Metro has developed a pilot nature grant program that seeks community input to develop nature grant projects; and

WHEREAS, in 2022 Metro developed the first Nature in Neighborhoods grant pilot in Metro District 4 and began community engagement to develop projects; and

WHEREAS, several nature projects in Cornelius parks were recommended by community members; and

WHEREAS, the grant program committee selected two projects in Cornelius as finalists for funding; and

WHEREAS, in early 2024 the Metro Council approved funding in the amount of \$283,834 for projects in Steamboat and Tarrybrooke parks; and

WHEREAS, City staff are working with Metro staff to determine roles and an approach to execute the projects, which must be initiated within two years of award; and

WHEREAS, an intergovernmental agreement (IGA) between the City and Metro will be developed for City Council consideration before final approval and project work begins.

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

Section 1. The Cornelius City Council authorizes the City to receive the Metro grant award, pending future approval of an IGA with Metro.

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

INTRODUCED AND APPROVED by the Cornelius City Council at their regular meeting this 6th day of May, 2024.

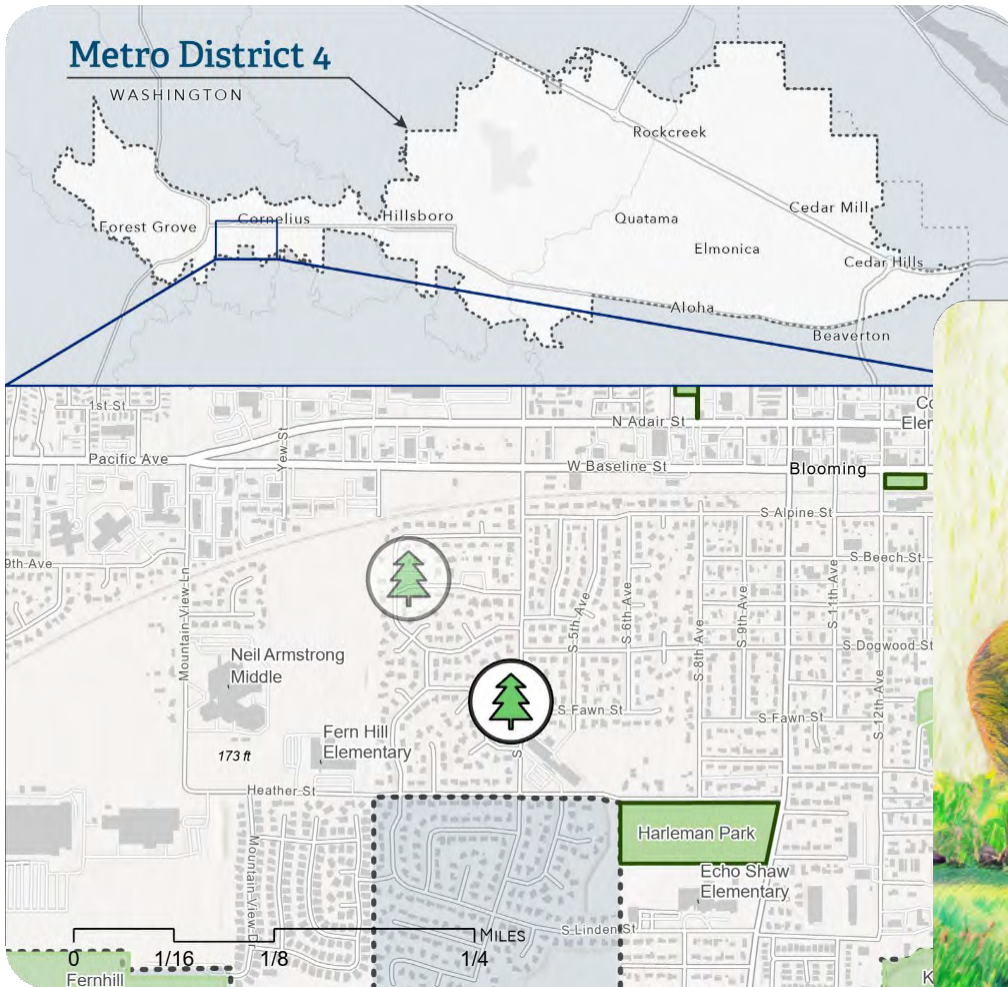
City of Cornelius, Oregon

By: _____
Jeffrey C. Dalin, Mayor

Attest: _____
Ellie Jones, Assistant City Manager and
Acting City Recorder

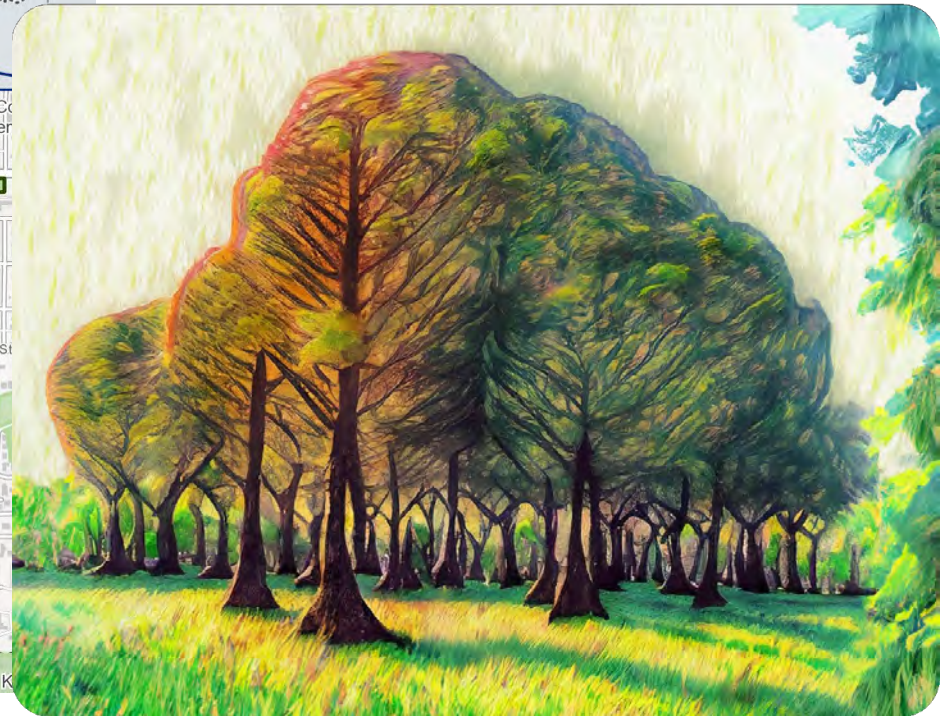
Pocket Forest Cornelius

Metro District 4

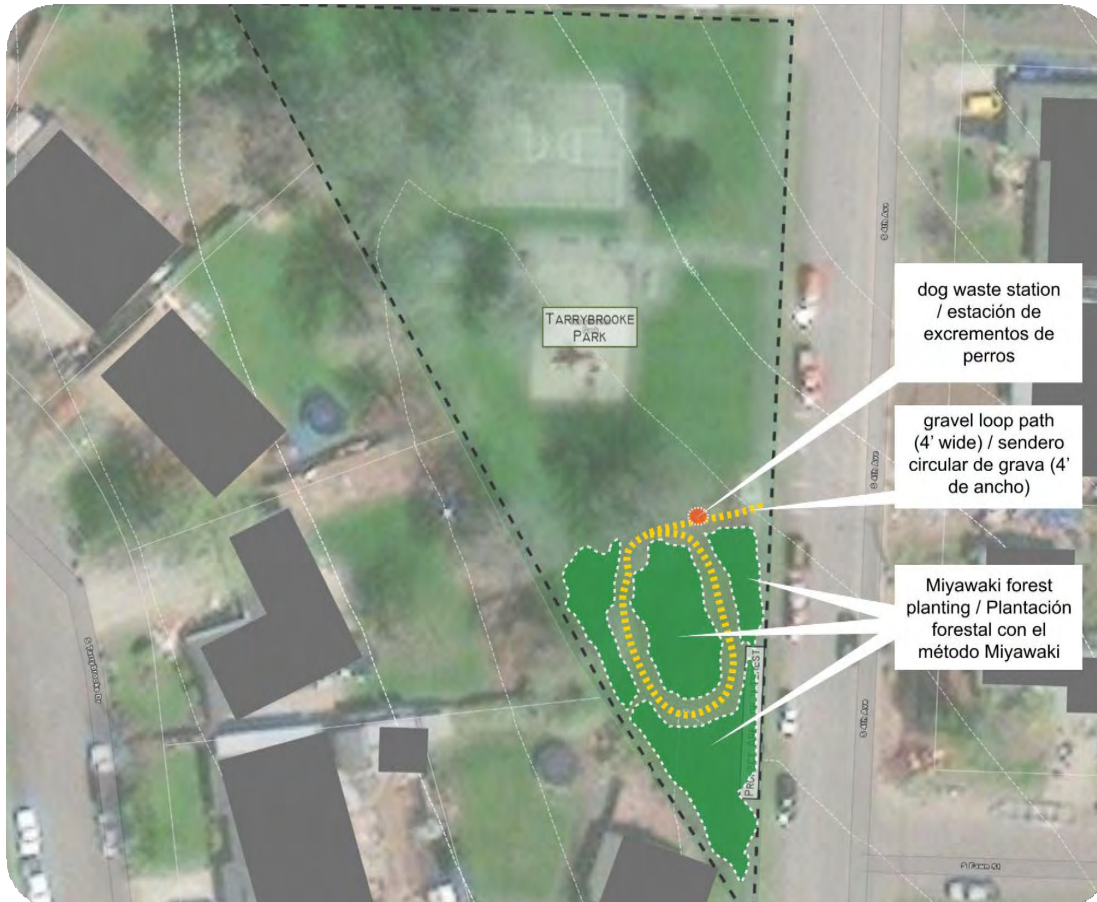


Project Summary

A new forest and walking path are proposed for the southern corner of Tarrybrooke Park. A new accessible gravel loop will connect to the street along South 4th Ave. The loop will wind through Miyawaki forest planting and provide shade for a neighborhood with little tree cover. A dog waste station will be provided.



Pocket Forest Cornelius



Note: rendering and site plan concepts illustrate the vision and program ideas, not the final design. Final designs to be determined through a detailed design process after selected projects have been awarded.

Grant Award: \$132,166.67

Project Cost: \$198,250

- Accessible path: \$10,000.
- Miyawaki forest plants: \$100,000.
- Dog waste receptacle: \$2,500
- Permitting: \$10,000
- Project Development: \$30,000
- 30% contingency

“Find small pockets of land throughout the metro area to plant Miyawaki-method pocket forests. Focus on areas with low tree equity scores first.”

“Many parks in Cornelius and Forest Grove have too much grass and not enough trees!”

City of Cornelius Agenda Report

To: City Council
From: Peter Brandom, City Manager
Date: May 6, 2024
Subject: Resolution No. 2024-18: U.S. Department of Housing and Urban Development (HUD) Community Development Grant



Requested City Council Action: Consider staff recommendation to apply HUD community development grant funds through Representative Bonamici’s Congressional Community Project grant process.

Previous Council Action: Staff have previously applied for Congressional grant funding, through both our House and Senate delegation offices, for various purposes.

Relevant City Strategic Plan Goal(s): Goal 6: Identify Community and Economic Development Opportunities to Support the Community’s Needs.

Background: On Thursday, April 25, staff were notified by the office of Representative Suzanne Bonamici that the annual Community Project (formerly known as Congressionally Directed Spending) grant solicitation process was open, with a deadline of 5:00pm on Saturday, April 27. Several federal agency ‘accounts’ provide sources of highly competitive funding, and each member of Congress may elect 15 projects to recommend for the annual federal appropriations process. Each account has different purposes and eligibility, and Representative Bonamici has general priorities for her recommended awards. This year, those priorities include job creation, ability for the project to help the economy recover, an emphasis on equity and prioritization of the needs of underserved communities, strong community support, and geographic diversity of northwest Oregon.

In consultation with staff from Representative Bonamici’s office, staff assembled a coalition of community partners to support an application for funding for the future Cornelius Community and Recreation Center. The ongoing concept planning for the facility and discussions with partners provided a strong case for funding from a U.S. HUD account, and congressional staff agree. \$4,000,000 in funding has been requested for renovation of the existing Cornelius Elementary School cafeteria and gym building, which the City plans to acquire for the community and recreation center.

Cost: Staff time.

Advisory Committee Recommendation: Not applicable.

Staff Recommendation: Approve Resolution No. 2024-18 as presented by staff.

Proposed Motion: I make a motion to approve Resolution No. 2024-18, A RESOLUTION OF THE CORNELIUS CITY COUNCIL AUTHORIZING THE CITY TO APPLY FOR U.S. HOUSING AND URBAN DEVELOPMENT GRANT FUNDING THROUGH THE OFFICE OF REPRESENTATIVE SUZANNE BONAMICI and this action takes effect immediately.

Exhibits: Resolution 2024-18.

RESOLUTION NO. 2024-18

A RESOLUTION OF THE CORNELIUS CITY COUNCIL AUTHORIZING APPLICATION FOR CONGRESSIONAL COMMUNITY PROJECT FUNDING THROUGH THE OFFICE OF REPRESENTATIVE SUZANNE BONAMICI

WHEREAS, the City seeks to develop a City venue for community gathering activities, classes, after school and senior programs, indoor athletics and fitness, and other uses; and

WHEREAS, the Forest Grove School District proposed the successful capital bond measure to, in part, replace the Cornelius Elementary School building with a separate new building on the same site; and

WHEREAS, the City has agreed, contingent upon the certain conditions as summarized in a letter of interest, to acquire the gym, cafeteria, kitchen and associated spaces within the current Cornelius Elementary School building; and

WHEREAS, the City has engaged over 1,000 community members to concept plan future uses of the building as a community and recreation center; and

WHEREAS, the City will work to identify and secure funding for the acquisition and renovation of the building based on the concept plan; and

WHEREAS, given the City's finances, numerous sources of grant funding will be pursued for the acquisition and renovation; and

WHEREAS, City staff were invited on April 25, 2024 to apply for federal community project grant funds through the office of Suzanne Bonamici; and

WHEREAS, with a very tight timeline of two days to respond to the invitation to apply for funding, and in consultation with Congressional staff, City staff submitted a request for \$4,000,000 toward the project on April 27, 2024.

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

Section 1. The Cornelius City Council authorizes the City to apply for federal Community Project funding through the office of Representative Suzanne Bonamici in the amount of \$4,000,000.

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

INTRODUCED AND APPROVED by the Cornelius City Council at their regular meeting this 6th day of May, 2024.

City of Cornelius, Oregon

By: _____
Jeffrey C. Dalin, Mayor

Attest: _____
Ellie Jones, Assistant City Manager and
Acting City Recorder

City of Cornelius Agenda Report

To: Peter Brandom, City Manager
From: Ellie Jones, Assistant City Manager –
Business Operations
Date: May 6, 2024
Subject: 2024 Liquor License Renewal Applications



Requested City Council Action: Consider staff recommendation to approve renewal of liquor license applicants.

Previous Council Action: Council is asked to approve liquor license renewal applicants each year and last approved renewals in 2023.

Relevant City Strategic Plan Goal(s): Goal 4: Ensure Safety for All Community Members.

Background: The City is required to review and approved liquor license applications, and application renewals. Each year, renewal applicants are reviewed and put forward for Council approval. The 2024 renewal applicants are:

1. Apatzingan Market & Deli LLC - 1206 Baseine St - Off Premises Sales
2. Casa Lola - 148 N 20th Ave, Ste K - Full On Premises Sales
3. Cornelius Aerie #4177 - 424 N 26th Ave - Full On Premises Sales
4. Cornelius Cinemas, Inc - 200 N 26th Ave - Full On Premises Sales
5. Cornelius Food Oil LLC - 1894 Baseline St - Full On Premises Sales
6. CP Fresh Sushi Bar - 118 N 20th Ave - Limited On Premises Sales
7. EVT Wines - 2092 S Ivy St - Off Premises Sales
8. Fred Meyers (Kroger) - 2200 Baseline St - Off Premises Sales
9. Fruteria El Campesino, LLC - 221 N Adair St - Off Premises Sales
10. La Mazatleca - 301 N 10th Ave, #2 - Off Premises Sales
11. Leo's Lair - 1098 E Baseline St - Full On Premises Sales
12. Lindo Michoacan - 1603 N Adair St - Full On Premises Sales
13. Mazatlan Mexican Restaurant - 1429 N Adair St - Full On Premises Sales
14. Mojitos - 2575 Baseline St - Full On Premises Sales
15. Pacific NW Petroleum - 2888 Baseline St - Off Premises Sales
16. Plaid Pantries, Inc - 89 N 10th Ave - Off Premises Sales
17. Super Mercado San Alejandro - 80 N 10th Ave - Off Premises Sales
18. The Last Lap - 1515 N Adair St - Full On Premises Sales
19. US Market - 845 N Adair St - Off Premises Sales
20. VP Deli, Inc - 1034 Baseline St - Full On Premises Sales
21. Walgreens Co. #09353 - 115 N 20th Ave - Off-premises Sales
22. Walmart Inc. #4221 - 220 N Adair St - Off Premises Sales

Cost: Staff time.

Advisory Committee Recommendation: Not applicable.

Staff Recommendation: Approve the liquor license renewal applicants as listed.

Proposed Motion: I make a motion to approve the 2024 liquor licenses listed herein and this action takes effect immediately.

Exhibits: None.

City of Cornelius Agenda Report

To: Peter Brandom, City Manager
From: Ellie Jones, Assistant City Manager – Business Operations
Date: May 6, 2024
Subject: Adjustment to City Pay Plan for City Recorder Position



Requested City Council Action: This memo is provided as informational.

Previous Council Action: Not applicable.

Relevant City Strategic Plan Goal(s): Goal 2: Increase Connectivity and Engagement and Improve Culture within the City Organization.

Background: As part of the City’s leadership succession work, and to align with existing needs of the City Manager’s Office, the job description for the City Recorder position has been modified. The consultant supporting the City’s Classification and Compensation project has helped refine the job description and recommended pay scale. Given the difference in position seniority, longevity, and duties, an additional pay scale of S09 and LS09 have been added to the City pay scale. They are indicated in the attached chart in yellow highlight.

Cost: Staff time.

Advisory Committee Recommendation: Not applicable.

Staff Recommendation: Informational only.

Exhibit: Updated City Non-Union Pay Scale.

S16	None	Monthly	11,227	11,451	11,680	11,914	12,153	12,394	12,642	12,894
		Annual	134,724	137,412	140,160	142,968	145,836	148,728	151,704	154,728

Longevity

LS09		Monthly	7,144	7,215	7,287	7,360	7,434	7,508	7,583	7,659
		Annual	85,728	86,580	87,444	88,320	89,208	90,096	90,996	91,908
LS10	<i>Same as above</i>	Monthly	7,642	7,719	7,795	7,874	7,953	8,033	8,111	8,194
		Annual	91,704	92,628	93,540	94,488	95,436	96,396	97,332	98,328
LS11		Monthly	8,178	8,261	8,341	8,424	8,510	8,593	8,682	8,767
		Annual	98,136	99,132	100,092	101,088	102,120	103,116	104,184	105,204
LS12		Monthly	8,750	8,838	8,928	9,014	9,108	9,196	9,291	9,381
		Annual	105,000	106,056	107,136	108,168	109,296	110,352	111,492	112,572
LS13		Monthly	9,363	9,455	9,553	9,644	9,742	9,838	9,938	10,036
		Annual	112,356	113,460	114,636	115,728	116,904	118,056	119,256	120,432
LS14		Monthly	10,296	10,400	10,504	10,610	10,716	10,823	10,932	11,040
		Annual	123,552	124,800	126,048	127,320	128,592	129,876	131,184	132,480
LS15		Monthly	11,326	11,443	11,556	11,669	11,787	11,905	12,024	12,145
		Annual	135,912	137,316	138,672	140,028	141,444	142,860	144,288	145,740
LS16		Monthly	13,022	13,154	13,285	13,419	13,554	13,689	13,823	13,965
		Annual	156,264	157,848	159,420	161,028	162,648	164,268	165,876	167,580

City Council Agenda Report

To: City Council
From: Peter Brandom, City Manager
Date: May 6, 2024
Subject: Resolution No. 2024-19: Authorization to Sign Letter of Intent (LOI) to Purchase Portion of Cornelius Elementary School Building



Requested City Council Action: Authorize the City Manager to sign a Letter of Intent (LOI) with the Forest Grove School District to work toward a purchase and sale agreement for the purchase of the Cornelius Elementary School Building for a future Cornelius Community and Recreation Center.

Previous City Council Action: None.

Relevant City Strategic Plan Goal(s): Goal 1: Enhance the City's Communication and Engagement to be More Representative and Equitable; Goal 2: Increase Connectivity and Engagement and Improve Culture Within the City Organization; Goal 4: Ensure Safety for All Community Members; Goal 6: Identify Community and Economic Development Opportunities to Support the Community's Needs.

Background: In the Fall of 2022 voters passed a capital bond measure to fund improvements across the Forest Grove School District. The main project for the bond measure is the replacement of Cornelius Elementary School, which dates to the 1940's and is well under capacity to serve students in the community. In Spring of 2024 the District broke ground on the new school, which is scheduled to open in Fall of 2025. Given that the front portion of the existing school, comprised of the gym, cafeteria, classroom, offices, and other space, is relatively newer and still serviceable for many years, the District and City began to explore the possibility of developing this part of the building into the first community and recreation center in Cornelius. The City has since developed a draft concept plan, with input from the community, for potential uses of the building as a community and recreation center, that will inform the renovation of the building. The City is also pursuing grant and other funding for the acquisition and renovation of the building.

The enclosed resolution and Exhibit represent a Letter of Intent for the City to work with the District toward a purchase and sale agreement for the City to acquire the building from the District.

Cost: The agreed purchase price is based on a market valuation of the remaining building, at \$2,000,000. Staff estimate that at least \$5,500,000 will be needed for full redevelopment of the building and site for the community and recreation center. The City will also explore ways to staff and program the building.

Advisory Committee Recommendation: The City's Economic Development Commission and Planning Commission have been briefed on this project.

Staff Recommendation: Approve Resolution No. 2024-19 to authorize the Letter of Intent to work toward a purchase and sale agreement for acquisition of the building.

Proposed Motion: I make a motion to approve Resolution No. 2024-19, A RESOLUTION OF THE CORNELIUS CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SIGN A LETTER OF INTENT TO WORK TOWARD A PURCHASE AND SALE AGREEMENT FOR ACQUISITION OF THE CORNELIUS ELEMENTARY SCHOOL BUILDING and this action takes effect immediately.

Exhibit: Resolution No. 2024-19: Letter of Intent to work toward a purchase and sale agreement for the acquisition of the Cornelius Elementary School building for a future Cornelius community and recreation center.

RESOLUTION 2024-19

A RESOLUTION OF THE CORNELIUS CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SIGN A LETTER OF INTENT TO PURCHASE THE CORNELIUS ELEMENTARY SCHOOL BUILDING FOR A FUTURE COMMUNITY AND RECREATION CENTER

WHEREAS, the Forest Grove School District (District) is replacing the Cornelius Elementary School Building with a new building on a different part of the same site; and

WHEREAS, the existing Cornelius Elementary School building, except for a portion of the building that is relatively newer and comprised of the gym, cafeteria, kitchen, classroom, offices, and other spaces, will be demolished and removed; and

WHEREAS, the remaining building (Building) is currently utilized for community gatherings, and is still a serviceable building suitable for community gathering and recreation activities, and it is proximate to the main civic campus in Cornelius, including the City Hall, Public Safety, and Library buildings; and

WHEREAS, the City of Cornelius (City) desires to develop the first community and recreation center in Cornelius; and

WHEREAS, the City and District have agreed to a Letter of Intent that lays out cost, conditions, and other terms for the acquisition of the Building by the City from the District.

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

Section 1. The Cornelius City Council authorizes the City Manager to sign the Letter of Intent, attached as Exhibit A, and to work with the District toward a Purchase and Sale Agreement.

Section 2. This resolution is and shall be effective from the day of its passage.

INTRODUCED AND APPROVED by the Cornelius City Council at their regular meeting this 6th day of May, 2024.

City of Cornelius, Oregon

By: _____
Jeffrey C. Dalin, Mayor

Attest: _____
Ellie Jones, Assistant City Manager and
Acting City Recorder

May 6, 2024

City of Cornelius
1355 N. Barlow Street
Cornelius, Oregon 97113
Attn:

Subject: Purchase and Sale of Portion of Cornelius Elementary School

Ladies and Gentlemen,

This letter (“Letter”) summarizes the essential business terms under which the City of Cornelius, Oregon, an Oregon municipal corporation (“Buyer”) desires to acquire the property described below (the “Property”).

1. **Seller.** Forest Grove School District 15.
2. **Buyer.** City of Cornelius, Oregon.
3. **Property.** A portion of Washington County Tax Lot 1N333DD04500, Assessor’s Parcel No. R754311 (the “Existing District Property”) generally depicted on attached Exhibit A, comprising approximately 1.25 acres (the “Property”), upon which approximately 16,000 square feet of improvements, currently used by Seller as a gym and cafeteria are located (the “Improvement”). Both parties’ obligations under the Purchase Agreement (as defined below) shall be contingent upon Seller’s obtaining a property line adjustment or partition to create the Property as a conveyable legal lot in generally the configuration depicted on attached Exhibit A (the “Partition/PLA Contingency”). Buyer will reasonably cooperate in obtaining the property line adjustment or partition as requested by Seller, the completion of which shall be a condition precedent to closing. Seller is constructing a new Cornelius Elementary School upon the portion of the Existing District Property that will remain after the creation of the Property as a legal lot. Construction of the new Cornelius Elementary School is anticipated to be complete in September 2025, but is subject to delay.
4. **Purchase Price.** The purchase price shall be Two Million Dollars (\$2,000,000).
5. **Deposit.** The Earnest Money shall be in the amount of One Hundred Thousand Dollars (\$100,000). All Earnest Money shall be applicable to the Purchase Price at Closing.
6. **Purchase and Sale Agreement.** This transaction is subject to the execution of a purchase and sale agreement (the “Purchase Agreement”) that is mutually agreeable to both parties. Within a reasonable time after the execution of this Letter of Intent, Seller will submit a form of Purchase Agreement which the parties shall use as a starting point for negotiations. Except as provided in 7(a)-(c) and Section 9(c), the Property (including

existing improvements and fixtures) shall be sold “AS-IS” without warranties as to its condition, use, or development potential.

7. **Study Period.** Buyer shall have ninety (90) days after the date of mutual execution of the Purchase Agreement (the “Study Period”) to perform environmental assessments, soils testing, geotechnical study and other inspections and analysis of the Property (“Buyer’s Inspections”), and complete other matters relevant to Buyer’s acquisition of the Property in Buyer’s reasonable discretion. Buyer shall be given access to the Property to perform Buyer’s Inspections. To facilitate Buyer’s Inspections, Seller shall promptly provide Buyer with copies of all existing environmental reports and surveys prepared in the last 10 years regarding the condition of the Property, to the extent such materials are in Seller’s possession or control. If Buyer is dissatisfied with the Property for any reason, in Buyer’s sole discretion, Buyer may terminate this transaction upon written notice of such termination from Buyer to Seller at any time during the Study Period, and the Earnest Money shall be refunded to Buyer. Following completion of construction of the new Cornelius Elementary School, the Study Period shall be reopened for a period of thirty (30) days (the “Renewed Study Period”), for the limited purpose of confirming in Buyer’s reasonable opinion (a) that the Improvements are enclosed, (b) that the Improvements are served by functioning utilities and life safety systems, and (c) that there has been no material adverse change to the condition of the Property (usual wear and tear excepted), since the closing of the original Study Period. Seller shall have the option to remedy any condition at Seller’s sole expense identified by Buyer under subsection (a)-(c) within ninety (90) days of Buyer’s notice of such condition, or terminate the Purchase Agreement, in which event Buyer shall receive a refund of the Earnest Money. Except for a condition identified under subsection (a)-(c), Buyer shall have no right to object to the condition or suitability of the Property during the Renewed Study Period or terminate the Purchase Agreement on such basis. After the closing of the Study Period, the Earnest Money shall be non-refundable to Buyer except in the event of the failure of the Partition/PLA Contingency, the Seller’s default, or after termination of the Purchase Agreement pursuant to the preceding sentence.

8. **Closing.** The closing (“Closing”) shall occur within sixty (60) days of the later of the (i) completion of construction of the new Cornelius Elementary School, (ii) the date on which the Property has been partitioned or a property line adjustment has been completed such that the Property is a separate legal lot which can be conveyed, (iii) the termination of the Renewed Study Period, and (iv) the reasonably satisfactory completion of the remedy of a condition identified under Section 7(a)-(c) by Seller, if any.

9. **Standard Matters.** Among other matters, the following terms are to be addressed in the Purchase Agreement:

(a) **Access.** Buyer shall be provided access to the Property for purposes of conducting inspections during the Study Period and Renewed Study Period. Buyer may request access to the Property during the construction of the new Cornelius Elementary School, which Seller will attempt to accommodate, subject to reasonable scheduling and safety restrictions. Buyer shall indemnify Seller against physical damage to persons or property arising from its inspections, to the extent caused by Buyers or Buyer’s agents’, employees’ or contractors’ negligence.

(b) **Prorations.** All items of income and expense relating to the Property, including, without limitation, real estate taxes and special assessments (if any), all utilities applicable to the Property, outstanding payables, other operating charges and any other matters customarily adjusted at Closing, are to be adjusted as of midnight of the day immediately preceding the Closing Date, all as more particularly described in the Purchase Agreement. All of the foregoing, and other items customarily prorated, shall be re-prorated as such amounts become finally ascertained.

(c) **Representations and Warranties.** The Purchase Agreement shall contain Seller's covenants, representations and warranties with respect to the following matters, all in a form reasonably acceptable to Buyer: (a) Seller's title to the Property (including lack of pending litigation, attachments, or other rights to purchase the Property), and (b) Seller's authority to enter into the transaction. Seller shall not make any representations or warranties relating to the Property, or Buyer's intended use of the Property including but not limited to (i) the correctness and completeness of any due diligence documents provided to Buyer, if any, or (ii) the physical and environmental condition of the Property.

10. **Closing Costs.** The cost of the standard form portion of the title policy and one-half of any escrow costs shall be paid by Seller. Both Seller and Buyer will pay their respective attorney's fees. Buyer shall pay the cost of any extended coverage title insurance or endorsements it elects to purchase, and Seller shall provide a commercially reasonable affidavit and indemnity required by the Escrow Agent for extended coverage. Seller and Buyer shall each pay one-half of the transfer tax, if any, provided Seller and Buyer anticipate that the sale will be exempt from Washington County's transfer tax as both Seller and Buyer are public entities. Seller and Buyer shall bear any other costs and any other fees and taxes due as a result of the sale of the Property in a manner which is customary for comparable transactions within Washington County, Oregon.

11. **Condition of Title at Close of Escrow.** The condition of title to the Property shall be reasonably acceptable to Buyer. The title shall be free of all liens, assessments, liabilities, and encumbrances other than those approved in writing by Buyer.

12. **No Brokers.** Buyer and Seller each represent to the other that no broker is due a commission in connection with the transaction contemplated herein, and each will hold the other harmless from any such claims brought through it.

13. **Confidentiality.** Except as required by applicable law, including but not limited to public records laws, Seller, Buyer, and their respective employees, accountants, attorneys, and other consultants shall treat this Letter and all information obtained or exchanged in connection with this Letter, or the Purchase Agreement, as confidential, including the sale price for the Property and any information relating to the physical condition of the Property. Neither Seller nor Buyer shall disclose the confidential information to any person other than the entities engaged to assist in the consummation of the Purchase Agreement, including, in the case of Buyer, its lender and legal counsel, except as otherwise required by law.

This proposal is not a binding legal agreement **to enter into a Purchase Agreement or to complete the transaction described herein**, and is not intended to be binding

as such until a satisfactory Purchase Agreement has been negotiated and has been mutually executed and exchanged by the parties. Seller and Buyer each reserve the right to withdraw from these discussions at any time without further obligation.

We thank you for your thoughtful consideration of this proposal and look forward to receipt of your reply.

Sincerely,

Forest Grove School District 15

By: _____

Its: _____

AGREED & ACCEPTED

City of Cornelius, Oregon

By: _____

Its: _____

Date: _____

City of Cornelius Agenda Report

To: City Council
From: Ellie Jones, Assistant City Manager – Business
Operations
Date: May 6, 2024
Subject: Resolution 2024-20: City Manager Contract Amendment



Request City Council Action: Consider approval of an amendment to the City’s employment contract with Peter Brandom, City Manager.

Previous City Council Action: The City’s employment contract with the City Manager was last amended July 17, 2023, effective July 1, 2023.

Relevant City Strategic Plan Goal(s): The broad objective of the City Manager is to implement the City’s Strategic Plan goals.

Background: The City entered into an employment contract with the City Manager, Peter Brandom, October 16, 2022. An annual performance evaluation was completed in Spring 2023, and an amendment to the employment contract was approved July 17, 2023, effective July 1, 2023 through June 30, 2024. An annual performance evaluation was completed in April, 2024, and found the City Manager overall to exceed performance expectations.

Cost: 1% pay increase based on gross income, plus 1% increase to the City’s contribution to City Manager’s 457 savings plan.

Advisory Committee Recommendation: Not Applicable.

Staff Recommendation: Approve Resolution No. 2024-21.

Proposed Motion: I make a motion to approve Resolution No. 2024-20, A RESOLUTION TO APPROVE AMENDMENTS TO THE CITY’S EMPLOYMENT CONTRACT WITH THE CITY MANAGER and this action takes effect immediately.

Exhibit: Resolution No. 2024-20.

RESOLUTION 2024-20

A RESOLUTION OF THE CORNELIUS CITY COUNCIL AMENDING THE CITY MANAGER’S COMPENSATION PLAN AND EMPLOYMENT CONTRACT

WHEREAS, the City Council has established criteria for evaluation of the City Manager’s job performance, which are in accordance with State of Oregon open meeting law; and

WHEREAS, the City Council evaluated the performance of the City Manager in executive session on April 1, 2024 and April 15, 2024, and found the City Manager’s performance overall to exceed performance expectations.

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

Section 1. The City Manager’s base salary will be adjusted by one (1) percent effective July 1, 2024, through June 30, 2025.

Section 2. The City Manager’s Employment Agreement is amended as noted in Exhibit A, Amendment to Employment Agreement.

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 this 6th day of May, 2024.

City of Cornelius, Oregon

By: _____
Jeffrey C. Dalin, Mayor

Attest: _____
Ellie Jones, Assistant City Manager and
Acting City Recorder

Amendment to Employment Agreement

Date: Effective July 1, 2024

Parties: The City of Cornelius, Oregon, a municipal corporation (City), and Peter Brandom (Employee).

Recitals:

1. City and Employee are parties to an Employment Agreement (Agreement) effective October 16, 2022, under which City employs Employee as City Manager.
2. City and Employee agreed to an amendment on July 17, 2023, effective July 1, 2023, and approved in Resolution No. 2023-30.
3. City has evaluated Employee's performance, as the Agreement requires, and the parties have agreed upon this Amendment to the Employment Agreement.

The Parties Agree:

The Agreement shall be amended as follows:

Section 5, Compensation: City will pay Employee for services under the Agreement an annual salary of \$162,610, an increase for the coming year of one (1) percent, effective July 1, 2024.

Section 6, Performance Evaluations: The City will pay Employee for services under the Agreement a base salary range and a one (1) percent annual market adjustment, effective July 1, 2024, through June 30, 2025. Payable in installments at the same time that other City employees are paid.

Section 8.c., Benefits: The City will contribute one (1) percent of gross wages to Employee's 457 benefit plan.

Except as amended by this document, the Agreement remains in effect as written.

City of Cornelius, Oregon

Employee:

Jeffrey C. Dalin, Mayor
Date: May 6, 2024

Peter Brandom, City Manager
Date: May 6, 2024

City Council Agenda Report

To: City Council
From: Peter Brandom, City Manager
Date: May 6, 2024
Subject: Resolution No. 2024-21: Intergovernmental Agreement (IGA) with Cornelius Urban Renewal Agency for the Purchase of the former Estby Site



Requested City Council Action: Approve IGA with the Urban Renewal Agency to provide funding from the Urban Renewal Agency to purchase the former Estby property at 1021 and 1037 Baseline for cleanup and redevelopment.

Previous City Council Action: City Council authorized the purchase of the property in 2020. The Cornelius Urban Renewal Agency Board authorized the purchase of the property in February 2020, Resolution No. 2020-01. The purchase was not completed at that time.

Relevant City Strategic Plan Goal(s): Goal 6: Identify Community and Economic Development Opportunities to Support the Community's Needs.

Background: On April 1, 2019 the Cornelius Urban Renewal Agency was formed through Ordinance 2019-01. The Cornelius Urban Renewal Plan was adopted by the Cornelius City Council and Cornelius Urban Renewal Agency on July 15, 2019. The Urban Renewal Agency has identified numerous properties for strategic acquisition during the implementation of the adopted Cornelius Urban Renewal Plan. One of these concerns the property at 1021 and 1037 Baseline (tax lots 1S304AB00100 & 1S304AB00200), known as the former Estby gas station. The site, currently owned by Mr. Islam El Masry, is an inactive fueling station with the infrastructure still present (fuel dispenser pumps, underground storage tanks (USTs), restrooms, and canopy). The station has not been operational for many years and had a documented release of unknown origin (DEQ LUST File No. 34-06-1375). Therefore the site is considered a "brownfield". The City has expressed to the property owner its interest in purchasing the property for a cleanup and redevelopment. In 2020, the property owner expressed a preliminary interest in working with the City to facilitate the purchase and sale, subject to appropriate site evaluation and due diligence. The Urban Renewal Agency Board and City Council approved a purchase and sale agreement in 2020, but the deal ultimately fell through.

The property is within the City Urban Renewal Area and Town Center, and both the Cornelius Economic Development Commission and City Council have made the cleanup and redevelopment of the property a priority. The City's Urban Renewal Fund has \$500,000 budgeted for fiscal year 2023-2024, and staff believe that there is an opportunity to acquire the property, facilitate its cleanup with grant funding, and return it to the private market for redevelopment. The City has approached the owner of the site and made an offer, which has been signed and is contingent upon City Council approval.

The City has been working with the Oregon Department of Environmental Quality (DEQ) to enter into a Prospective Purchaser's Agreement (PPA), which would protect the City's liability from DEQ or third-party legal action. The Oregon Business Development Department (Business

Oregon) has grant funding available to support the cleanup of the property. The U.S. Environmental Protection Agency has grant funding available to conduct the necessary Phase I and II environmental assessments. Prior assessments, and the fact that the underground storage tanks are empty, indicate to DEQ that cleanup through the grant programs is feasible.

The proposed IGA is to authorize the use of budgeted Urban Renewal funds to purchase the property. Ultimately, the City intends to offer the remediated property for a public-private partnership with a developer that is willing to meet certain performance and design expectations. In the end the property would be privately owned and subject to property tax obligations, and proceeds from the sale will return funding to the Urban Renewal Fund. This project, once completed, will help in the transformation of downtown Cornelius in alignment with the vision established in the adopted Cornelius Town Center Plan.

Cost: The agreed purchase price is \$325,000. Additional costs will include broker fee, closing costs, with acquisition projected not to exceed \$350,000. Additional project costs, including the payment of DEQ liens on the property are projected to bring the total project cost to the Urban Renewal Agency at or below \$400,000. The FY 2023-2024 Urban Renewal budget includes \$500,000.

Advisory Committee Recommendation: The City's Economic Development Commission ranked this Urban Renewal Plan project is their highest priority.

Staff Recommendation: Approve the proposed IGA with the Cornelius Urban Renewal Agency to authorize the use of Urban Renewal funds for this project.

Proposed Motion: I make a motion to approve Resolution No. 2024-21, A RESOLUTION OF THE CORNELIUS CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CORNELIUS URBAN RENEWAL AGENCY TO PROVIDE URBAN RENEWAL FUNDS FOR THE PURCHASE OF REAL PROPERTY AT 1021 BASELINE STREET and this action takes effect immediately.

Exhibit: Resolution No. 2024-21: Intergovernmental agreement (IGA) with the Cornelius Urban Renewal Agency for funds to purchase real property.

RESOLUTION 2024-21

A RESOLUTION OF THE CORNELIUS CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE CORNELIUS URBAN REVEWAL AGENCY FOR FINANCIAL ASSISTANCE FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 1021 AND 1037 BASELINE STREET

WHEREAS, the City of Cornelius formed the Cornelius Urban Renewal Agency on April 1, 2019 as authorized under ORS 457; and

WHEREAS, the City Council on July 15, 2019 adopted the Cornelius Urban Renewal Plan (Plan) to among other goals to address blight within the Urban Rental Agency (URA) boundary; and

WHEREAS, the URA Plan includes the acquisition of private property for redevelopment; and

WHEREAS, the vacant property at 1021 E Baseline, commonly known as 1021 and 1037 Baseline, tax lots 1S304AB00100 and 1S304AB00200 (Property) is within the boundaries of the URA and is considered blighted, and

WHEREAS, the City desires to enter into a separate agreement with the Cornelius Urban Renewal Agency to fund the purchase of the Property to further the goals of the Plan.

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

Section 1. The Cornelius City Council authorizes the City Manager to sign an IGA with the Cornelius Urban Renewal Agency, attached as Exhibit A, to provide financial assistance to purchase 1021 Baseline Street tax lots 1S304AB00100 and 1S304AB00200 (Property) in addition to other assistance as listed therein.

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

INRODUCED AND APPROVED by the Cornelius City Council at their regular meeting this 6th day of May, 2024.

City of Cornelius, Oregon

By: _____
Jeffrey C. Dalin, Mayor

Attest: _____
Ellie Jones, Assistant City Manager and
Acting City Recorder

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF DEVELOPMENT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) entered into between the City of Cornelius, an Oregon municipal corporation (“City”), and the Cornelius Urban Renewal Agency, an Oregon quasi-municipal corporation (“Agency”), established under ORS Chapter 457 and duly activated by the City.

RECITALS

1. The Agency is a public body, corporate and politic, duly activated by the City, exercising its powers to engage in urban renewal activities in the Urban Renewal Area as authorized under ORS 457 (Urban Renewal), the City of Cornelius Municipal Code and the Cornelius Urban Renewal Plan (“Plan”).
2. The Agency is in the process of undertaking economic development activities to carry out objectives and projects of the Plan, including development of underdeveloped or blighted areas.
3. Goals for such economic development activities include creating conditions that are attractive to the growth of existing businesses, attract new businesses to create new jobs, and increase asset value in the Urban Renewal Area (Area) by pursuing and providing for purchase, resale, and development and redevelopment of property that is blighted, underdeveloped, or vacant. Goals are defined within the areas of transportation, developer incentives, and creating community.
4. This City is in the process of purchasing property located at 1021 E Baseline, commonly known as 1021 and 1037 Baseline, tax lots 1S304AB00100 and 1S304AB00200 (Property), which Property is currently not being used and is in a prime area of the Urban Renewal Area and which the City desires acquire, rehabilitate, and market the Property is also identified in the Plan under Section 6. C.
5. The City has entered into a Purchase and Sale Agreement for the Property executed on April 19, 2024 (Agreement) to facilitate the Project.
6. In addition to using underdeveloped land, the Project will advance development of a blighted property at a key intersection in the Town Center by purchasing, cleaning up, and returning the property to the private marketplace for future commercial or mixed-use commercial and residential use, thereby creating conditions that are attractive to the growth of existing businesses and that attract new businesses and create jobs in the City.
7. The Agency desires to provide financial assistance to the City for the Project as doing so furthers the goals and programs of the Plan.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Article 1: Funding.

Section 1.1. Funding from the Agency. The Agency agrees to provide the following funding for the Project:

- 1.1.1 Reimbursement for Purchase. The Agency shall reimburse the City for the cost to purchase the Property up to a maximum amount of \$350,000.
- 1.1.2 Reimbursement for Staff Time. The Agency shall reimburse the City for reasonable costs of services provided by the City (e.g. staff time) for the Project. The City shall provide sufficient documentation and detail of services provided to the Agency for the Project.
- 1.1.3 Reimbursement for Project Costs. The Agency shall reimburse the City for the feasibility, development, design, and construction costs that City has or will expend on the Project. The City shall provide sufficient documentation and detail of costs to the Agency for the Project.

Section 1.2. Funding from the City. The City will be responsible for all other costs associated with the Project and the Property.

Article 2: Development of the Property.

Section 2.1. City's use of the Property. City agrees to develop and use the Property consistent with the goals and programs in the Plan, either on its own, in a partnership or other similar relationship with a developer, management company, or other similar entity.

Section 2.2. Conditions on Sale or Lease of Property. Any sublease of the Property shall include an obligation to use the Property for the purposes designated in the Plan. Any such obligations by a purchaser or lessee shall be covenants and conditions running with the land in the sublease agreement.

Article 3: Modification. This Agreement may not be altered, modified, supplemented, or amended in any manner whatsoever except by mutual Agreement of the parties in writing. Any such alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by the parties.

Article 4: Waiver. No provision of this Agreement may be waived except in writing by the party granting a waiver of compliance with this Agreement. A waiver of a provision of this Agreement shall not constitute a waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision of any other provision.

Article 5: Severability. The parties agree that if any term or provision of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Article 6: Entire Agreement. This Agreement sets forth the entire understanding between the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

Article 7: Non-Agency Relationship. Nothing in this Agreement is to be interpreted as creating or constituting an agency relationship between the parties. Each party remains separate and neither assumes the debts or obligations of the other by entering into this Agreement. Each party is solely responsible for carrying out its duties and functions in accordance with all applicable laws and regulations.

IN WITNESS WHEREOF, the execution of which having been first duly authorized according to law.

CITY OF CORNELIUS

City Manager

Date

THE CORNELIUS URBAN RENEWAL AGENCY

Agency Chair

Date

City Council Agenda Report

To: City Council
From: Peter Brandom, City Manager
Date: May 6, 2024
Subject: Resolution No. 2024-22: Authorization to Purchase the former Estby Site



Requested City Council Action: Authorize the City Manager to purchase the former Estby property at 1021 and 1037 Baseline for cleanup and redevelopment.

Previous City Council Action: City Council authorized the purchase of the property in 2020. The Cornelius Urban Renewal Agency Board authorized the purchase of the property in February 2020, Resolution No. 2020-01. The purchase was not completed at that time.

Relevant City Strategic Plan Goal(s): Goal 6: Identify Community and Economic Development Opportunities to Support the Community's Needs.

Background: On April 1, 2019 the Cornelius Urban Renewal Agency was formed through Ordinance 2019-01. The Cornelius Urban Renewal Plan was adopted by the Cornelius City Council and Cornelius Urban Renewal Agency on July 15, 2019. The Urban Renewal Agency has identified numerous properties for strategic acquisition during the implementation of the adopted Cornelius Urban Renewal Plan. One of these concerns the property at 1021 and 1037 Baseline (tax lots 1S304AB00100 & 1S304AB00200), known as the former Estby gas station. The site, currently owned by Mr. Islam El Masry, is an inactive fueling station with the infrastructure still present (fuel dispenser pumps, underground storage tanks (USTs), restrooms, and canopy). The station has not been operational for many years and had a documented release of unknown origin (DEQ LUST File No. 34-06-1375). Therefore the site is considered a "brownfield". The City has expressed to the property owner its interest in purchasing the property for a cleanup and redevelopment. In 2020, the property owner expressed a preliminary interest in working with the City to facilitate the purchase and sale, subject to appropriate site evaluation and due diligence. The Urban Renewal Agency Board and City Council approved a purchase and sale agreement in 2020, but the deal ultimately fell through.

The property is within the City Urban Renewal Area and Town Center, and both the Cornelius Economic Development Commission and City Council have made the cleanup and redevelopment of the property a priority. The City's Urban Renewal Fund has \$500,000 budgeted for fiscal year 2023-2024, and staff believe that there is an opportunity to acquire the property, facilitate its cleanup with grant funding, and return it to the private market for redevelopment. The City has approached the owner of the site and made an offer, which has been signed and is contingent upon City Council approval.

The City has been working with the Oregon Department of Environmental Quality (DEQ) to enter into a Prospective Purchaser's Agreement (PPA), which would protect the City's liability from DEQ or third-party legal action. The Oregon Business Development Department (Business Oregon) has grant funding available to support the cleanup of the property. The U.S. Environmental Protection Agency has grant funding available to conduct the necessary Phase I and II environmental assessments. Prior assessments, and the fact that the underground storage

tanks are empty, indicate to DEQ that cleanup through the grant programs is feasible.

The proposed IGA is to authorize the use of budgeted Urban Renewal funds to purchase the property. Ultimately, the City intends to offer the remediated property for a public-private partnership with a developer that is willing to meet certain performance and design expectations. In the end the property would be privately owned and subject to property tax obligations, and proceeds from the sale will return funding to the Urban Renewal Fund. This project, once completed, will help in the transformation of downtown Cornelius in alignment with the vision established in the adopted Cornelius Town Center Plan.

Cost: The agreed purchase price is \$325,000. Additional costs will include broker fee, closing costs, with acquisition projected not to exceed \$350,000. Additional project costs, including the payment of DEQ liens on the property are projected to bring the total project cost to the Urban Renewal Agency at or below \$400,000. The FY 2023-2024 Urban Renewal budget includes \$500,000.

Advisory Committee Recommendation: The City's Economic Development Commission ranked this Urban Renewal Plan project is their highest priority.

Staff Recommendation: Approve Resolution No. 2024-22 to authorize the City Manager, contingent upon due diligence, to purchase the property at 1021 and 1037 Baseline using Urban Renewal funds.

Proposed Motion: I make a motion to approve Resolution No. 2024-22, A RESOLUTION OF THE CORNELIUS CITY COUNCIL AUTHORIZING THE CITY MANAGER TO PURCHASE THE PROPERTY AT 1021 AND 1037 BASELINE and this action takes effect immediately.

Exhibit: Resolution No. 2024-22: Intergovernmental agreement (IGA) with the City of Cornelius for the provision of development services.

RESOLUTION 2024-22

**A RESOLUTION OF THE CORNELIUS CITY COUNCIL AUTHORIZING THE CITY
MANAGER TO PURCHASE REAL PROPERTY LOCATED AT 1021 AND 1037
BASELINE STREET**

WHEREAS, the City of Cornelius in concert with the Cornelius Urban Renewal Agency (Agency) has identified goals for economic development activities in the City including creating conditions that are attractive to the growth of existing businesses, attracting new businesses to create new jobs, and increasing asset value in the Urban Renewal Area (Area) by pursuing and providing for purchase, resale, and development and redevelopment of property that is blighted, underdeveloped, or vacant; and

WHEREAS, the City has identified property at 1021 E Baseline, commonly known as 1021 and 1037 Baseline, tax lots 1S304AB00100 and 1S304AB00200 (Property) that is within the boundaries of the URA and is considered blighted; and

WHEREAS, the City in concert with the Agency desires to acquire the Property for economic development purposes; and

WHEREAS, the City and Agency have agreed to enter into an intergovernmental agreement (IGA) to provide Agency funding for the acquisition.

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

Section 1. The Cornelius City Council authorizes the City Manager to acquire the Property as set forth in the Purchase and Sale Agreement, attached as Exhibit A, and to take all other action necessary to acquire the Property.

Section 2. This resolution is and shall be effective from the day of its passage.

INRODUCED AND APPROVED by the Cornelius City Council at their regular meeting this 6th day of May, 2024.

City of Cornelius, Oregon

By: _____
Jeffrey C. Dalin, Mayor

Attest: _____
Ellie Jones, Assistant City Manager and
Acting City Recorder

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the last date of signature indicated below (the "Effective Date"), by and between Islam R El Masry, ("Seller"), and City of Cornelius, an Oregon municipal corporation ("Buyer").

RECITALS

- A. Seller is the owner of approximately .5271 acres of real property, together with all the improvements thereon and all rights appurtenant thereto (including but not limited to access rights, timber rights, water rights, grazing rights, development rights and mineral rights), located at 1021 Baseline Street, Cornelius, Oregon 97113 in the County of Washington, State of Oregon, commonly known as 1S304AB00100 and 1S304AB00200, and more particularly described on the attached Exhibit A (the "Property").
- B. Buyer desires to purchase from Seller, and Seller desires to sell and convey to Buyer, all right, title and interest in the Property.
- C. The terms of this Agreement are as follows:

TERMS

1. **Purchase and Sale.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Property upon the terms and conditions set forth below in this Agreement.
2. **Purchase Price.** The Purchase Price for the Property is three hundred twenty-five thousand (\$325,000.00), payable as follows:
 - 2.1. **Earnest Money Deposit.** Within ten (10) days after execution of both this Agreement and the Memorandum described in Section 20.1, Buyer shall deposit into escrow with WFG Title (the "Title Company") the sum of \$ 3,000.00 (the "Earnest Money"). The Title Company shall invest the Earnest Money in a federally insured, interest-bearing account. The accrued interest will be treated as part of the Earnest Money. If the Earnest Money is retained by Seller, Seller will receive the interest. If the Earnest Money is retained by Buyer, Buyer will receive the interest. At Closing, the Earnest Money, together with interest on it, if any, will be credited toward payment of the Purchase Price.
 - 2.2. **Balance of Purchase Price.** On or before the Closing Date (as hereafter defined), Buyer shall deposit into escrow with the Title Company the balance of the Purchase Price.
3. **Closing Date.** This transaction shall close Thirty (30) calendar days after the expiration of the Due Diligence Period or approval by The Cornelius City Council, whichever occurs later., unless otherwise extended as set forth herein (the "Closing Date" or "Closing"). Closing will occur at the office of WFG Title, located at 1500 NW Bethany Blvd, Suite 155, Beaverton, Oregon 97006.
4. **Buyer's Title Review.**
 - 4.1. **Title Report; Unacceptable Exceptions.** Within fifteen (15) days after the Effective Date, Buyer shall order from the Title Company a preliminary title report on the Property, along with legible copies of all plats and exceptions documents referenced in such report (the "Title Report"). Buyer will have forty-five (45) days following the later of (i) the Effective Date or (ii) Buyer's receipt of the Title Report to review the Title Report and give Seller written notice of the exceptions listed in the Title Report that are unacceptable to Buyer (the "Unacceptable Exceptions"). Mortgages, delinquent taxes, or other financial obligations secured by the Property are automatically deemed Unacceptable Exceptions. If Buyer notifies Seller of its objection

to any Unacceptable Exceptions, Seller will thereafter have fifteen (15) days to provide Buyer written notice stating whether Seller will (at Seller's sole cost and expense) cause such exceptions to be removed from the Title Policy issued to Buyer at Closing. If Seller refuses to remove any of the Unacceptable Exceptions and Buyer is not then satisfied with the condition of title, Buyer may elect to terminate this Agreement, in which event the Earnest Money shall be returned to Buyer.

4.2. Failure to Deliver Clean Title at Closing. If Seller fails to eliminate any Unacceptable Exception by the Closing Date, then Buyer may, without limiting any of its otherwise available remedies, elect to either (a) accept title to the Property subject to such exceptions, (b) refuse to accept the Property and terminate this Agreement, in which case the Earnest Money shall be refunded to Buyer, or (c) extend the Closing Date for a period of forty-five (45) days to provide Seller with additional time to remove such exceptions. If Buyer elects option (c) and at the end of the 45-day period such exceptions have not been removed, Buyer may then elect to proceed in accordance with either option (a) or (b) described above. To the extent that an Unacceptable Exception is a monetary lien or financial obligation secured by the Property, the Title Company is hereby directed to pay off such lien or obligation to the extent that it can be satisfied by application of all or a portion of the Purchase Price delivered into escrow by Buyer at Closing.

4.3. Permitted Exceptions. All exceptions other than the Unacceptable Exceptions objected to by Buyer shall be deemed acceptable to Buyer (the "Permitted Exceptions"); provided, however, that in no event will mortgages, delinquent taxes, or other financial obligations secured by the Property be deemed Permitted Exceptions. Should the Title Company inform Buyer of any new title exceptions not appearing on the initial Title Report, such new exceptions shall be deemed Unacceptable Exceptions, unless specifically accepted in writing by Buyer.

5. Buyer's Due Diligence and Inspections.

5.1. Due Diligence. Buyer shall have six (6) months (Due Diligence Period) after the Effective Date to complete its due diligence, and inspections, except that Buyer may, at its sole discretion, exercise two thirty (30) day Due Diligence Period Extensions. Buyer may terminate the Agreement without penalty at any time during the Due Diligence Period.

5.2. Seller's Delivery of Documents. Within fifteen (15) days after the Effective Date, Seller shall deliver to Buyer any and all material information and documentation in Seller's possession or control pertaining to the Property (the "Due Diligence Documents"). The Due Diligence Documents include (without limitation) copies of (a) all environmental data, studies, analyses, and reports relating to the Property or any neighboring property, (b) any existing survey of the Property, (c) any existing leases, boundary agreements, road maintenance agreements, or other contracts relating to all or a portion of the Property, (d) all topographical, geotechnical, wetlands, soils, and groundwater reports, or any other professional reports relating to the Property, (e) any well logs or water right certificates or permits relating to the Property, and (f) copies of any government permits, land use approvals or conditions, or zoning restrictions affecting the Property. If Seller is aware of the existence of any material information and documentation pertaining to the Property that are not in Seller's possession or control, Seller shall notify Buyer of the existence of such information within fifteen (15) days after the Effective Date or two (2) business days after learning of such information. Should Seller fail to timely provide Buyer with the Due Diligence Documents, Buyer may, at Buyer's sole discretion, extend the Closing Date for a period not to exceed twenty (20) days so that Buyer may have adequate time to review such additional documentation.

5.3. Property and Environmental Inspections. Buyer and its agents, including but not limited to consultants, surveyors, engineers, home inspectors, appraisers, and other professionals hired by Buyer, shall have the right to access the Property to conduct environmental studies (including but not limited to Phase I and Phase II Environmental Site Assessments), structural inspections, sewer and septic system sampling, asbestos and lead testing, and any other due diligence Buyer deems necessary. Seller shall cooperate with

Buyer in making such inspections. Buyer and its agents will have the right to enter the Property at reasonable times before Closing to perform such surveys, analyses, studies, appraisals, and other due diligence that Buyer deems necessary; provided, however, that Buyer shall give Seller forty-eight (48) hours notice prior to entering any residence located on the Property. Any area disturbed by Buyer's inspections shall be restored by Buyer, at Buyer's sole costs and expense, to its pre-inspection condition.

6. Conditions Precedent to Closing.

6.1. Conditions Precedent to Buyer's Obligations. In addition to any other conditions contained in this Agreement, the conditions set forth in this Section 6.1 must be satisfied prior to Buyer's obligation to acquire the Property. These conditions are intended solely for Buyer's benefit and Buyer has the sole right and discretion to waive, by written notice, any of the conditions. In the event any condition is not satisfied or waived on or before Closing, Buyer will have the right to terminate this Agreement, in which event the Earnest Money shall promptly be returned to Buyer.

6.1.1. Appraisal. Buyer has the option to obtain an independent MAI appraisal (subject to no extraordinary assumptions) and an independent review of such MAI appraisal to support the Purchase Price. In the event Buyer elected to obtain, Buyer shall contract for, and pay the cost of the independent MAI appraisal and the appraisal review. Any MAI appraisal and/or the appraisal review shall be completed in accordance with current Uniform Standards of Professional Appraisal Practice ("USPAP") and generally accepted appraisal standards.

6.1.2. Due Diligence and Inspection Results. Buyer must be satisfied, in its sole and absolute discretion, with its review of the Due Diligence Documents and the results of Buyer's inspections of the Property conducted under Section 5.3 above. If Buyer notifies Seller prior to the end of the Due Diligence Period or any Due Diligence Period Extension that Buyer is not satisfied with the Property due to the results of its due diligence and inspections under Section 5, and the , Buyer and Seller have not reached an agreement regarding the issues disclosed as a result of such due diligence and inspections, Buyer may terminate this Agreement and the Earnest Money shall be refunded to Buyer.

6.1.3. City Council. Buyer's obligation to purchase the property is subject to the approval of The City of Cornelius City Council.

6.1.4. Grants. Contingent upon successful applications for and receipt of a Prospective Purchaser's Agreement (PPA) from the Oregon Department of Environmental Quality (DEQ), and a Targeted Brownfields Assessment (TBA) from the U.S. Environmental Protection Agency (EPA). Further, Seller agrees to take all necessary action to assist Buyer in obtaining a PPA and TBA including but not limited to signing any necessary applications and forms.

6.1.5. Title. At Closing (a) Seller shall convey fee simple title to the Property to Buyer in accordance with Section 7.1.1, and (b) the Title Company must be committed to issue to Buyer the Title Policy described below in Section 9.

6.1.6. Representations, Warranties, and Covenants of Seller. Seller's representations, warranties, and covenants set forth in this Agreement shall be true and correct as of the Closing Date.

6.1.7. No Material Changes. At Closing, there shall have been no material adverse changes related to or connected with the Property.

6.1.8. Seller's Deliveries. Seller shall have timely delivered each item to be delivered by Seller pursuant to this Agreement, including (without limitation) the documents and materials described below in Section 7.1.

6.1.9. Removal of Personal Property and Debris. Seller shall have removed or have caused to be removed from the Property, at Seller's sole cost and expense, any and all personal property and/or trash, rubbish, debris, illegally dumped materials or illegal fill materials.

6.2. Conditions Precedent to Seller's Obligations. Closing and Seller's obligations with respect to the transactions contemplated by this Agreement are subject to Buyer's delivery to the Title Company on or before the Closing Date of (i) the Purchase Price and (ii) the documents and materials described below in Section 7.2.

6.3. Failure of Conditions. In the event any of the conditions set forth above in Sections 6.1 or 6.2 are not timely satisfied or waived for a reason other than the default of Buyer or Seller under this Agreement, then this Agreement, escrow, and the rights and obligations of Buyer and Seller hereunder shall terminate and the Earnest Money shall be returned to Buyer.

6.4. Cancellation Fees and Expenses. In the event the escrow terminates because of the nonsatisfaction of any condition for a reason other than the default of Seller under this Agreement, Buyer shall pay the cancellation charges required to be paid to the Title Company. In the event this escrow terminates because of Seller's default, Seller shall pay the cancellation charges required to be paid to the Title Company.

7. Deliveries to the Title Company.

7.1. By Seller. On or before the Closing Date, Seller shall deliver the following into escrow with the Title Company:

7.1.1. Deed. A Statutory Warranty Deed (the "Deed"), duly executed and acknowledged in recordable form by Seller, conveying the Property to Buyer free and clear of all liens and encumbrances except the Permitted Exceptions accepted by Buyer pursuant to Section 4 above. The Title Company's usual, preprinted exceptions (typically listed as general exceptions 1-5 on the Title Report) shall not be listed as exceptions on the Deed.

7.1.2. Nonforeign Certificate. Seller represents and warrants that it is not a "foreign person" as defined in IRC §1445. Seller shall give Buyer a certification to this effect in the form required by that statute and related regulations.

7.1.3. Proof of Authority. Such proof of Seller's authority to enter into this Agreement and consummate the transaction contemplated hereunder, as may be reasonably required by the Title Company and/or Buyer.

7.1.4. Lien Affidavits. Any lien affidavits or mechanic's lien indemnifications as may be reasonably requested by the Title Company in order to issue the Title Policy.

7.1.5. Other Documents. Such other fully executed documents and funds as are required of Seller to close the sale in accordance with this Agreement, including (without limitation) escrow instructions.

7.2. By Buyer. On or before the Closing Date, Buyer shall deliver the following into escrow with the Title Company.

7.2.1. Purchase Price. The Purchase Price, in accordance with Section 2 above.

7.2.2. Proof of Authority. Such proof of Buyer's authority to enter into this Agreement and consummate the transaction contemplated hereunder, as may be reasonably required by the Title Company and/or Seller.

7.2.3. Other Documents. Such other fully executed documents and funds as are required of Buyer to close the sale in accordance with this Agreement, including (without limitation) escrow instructions.

8. Deliveries to Buyer at Closing.

8.1 Right to Possession. At Closing, Seller shall deliver to Buyer (i) exclusive possession of the Property and (ii) keys to all improvements and personal property located on the Property.

9. **Title Insurance**. At Closing, Seller shall cause the Title Company to issue to Buyer a standard ALTA owner's title insurance policy in the full amount of the Purchase Price, insuring (a) fee simple title vested in Buyer or its nominees, subject only to the Permitted Exceptions as established under Section 4 of this Agreement and (b) unrestricted vehicular access from the Property to a public road (the "Title Policy").

10. **Closing Costs**. Seller shall pay for the Title Policy, one-half of all escrow fees, any real property transfer or excise taxes, all recording charges other than those allocated to Buyer below, and Seller's share of prorations pursuant to Section 11 below. Buyer shall pay the cost of recording the Deed, one-half of all escrow fees, and Buyer's share of prorations pursuant to Section 11 below. Buyer and Seller each shall pay for its own legal and professional fees incurred. All other costs and expenses are to be allocated between Buyer and Seller in accordance with the customary practice in the county where the Property is located.

11. Prorations and Taxes.

11.1. Prorations. Any and all state, county, and/or city taxes for the current year, rents, or other income or operating expenses pertaining to the Property will be prorated between Seller and Buyer as of the Closing Date.

11.2. Taxes and Assessments. All taxes, assessments, and encumbrances that will be a lien against the Property at Closing, whether or not those charges would constitute a lien against the Property at settlement, shall be satisfied by Seller at Closing. If Seller shall fail to do so, Buyer may pay any such tax, assessment, encumbrance or other charge and deduct an amount equal to any such payment from the Purchase Price. If the Property is subject to farm or forest deferred taxes, Seller will have no obligation or responsibility for said deferred taxes, unless the Property becomes disqualified for or loses its deferred tax status as a result of Seller's actions prior to Closing in which case such taxes shall be Seller's responsibility.

12. **Seller's Representations and Warranties**. Seller hereby warrants and represents to Buyer the following matters, and acknowledges that they are material inducements to Buyer to enter into this Agreement. Seller agrees to indemnify, defend, and hold Buyer harmless from all expense, loss, liability, damages and claims, including (without limitation) attorney's fees, arising out of the breach or falsity of any of Seller's representations, warranties, and covenants. These representations and warranties shall survive Closing. Seller warrants and represents to Buyer that the following matters are true and correct, and will remain true and correct through Closing:

12.1. Authority. Seller has full power and authority to enter into this Agreement (and the persons signing this Agreement for Seller, if Seller is not an individual, have full power and authority to sign for Seller and to

bind it to this Agreement) and to sell, transfer and convey all right, title, and interest in and to the Property in accordance with this Agreement. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

12.2. Unrestricted Access. The Property has unrestricted, insurable vehicular access to a public road.

12.3. Minimum Acreage: The Property is at least 0.5271 acres in size.

12.4. Hazardous Substances. For purposes of this Agreement, the term "Hazardous Substances" has the meaning defined in and includes those substances set forth in ORS 465.200. Seller warrants and represents as follows:

(a) Seller has not brought onto, stored on, buried, used on, emitted or released from, or allowed to be brought onto, stored on, buried, used on, emitted, released from, or produced or disposed of, from, or on the Property, any Hazardous Substances in violation of any environmental laws of the federal or state government;

(b) Seller acknowledges that Five (5) active underground storage tanks used for the storage and dispensing of petroleum products are located on the property and that petroleum products have been released from these tanks. Seller further acknowledges that two (2) separate tanks were on the property but have been decommissioned by removal. To Seller's knowledge, no other underground storage tanks are located on the Property, including (without limitation) any storage tanks that may have at one time contained any Hazardous Substances;

(c) To Seller's knowledge, the Property is materially in compliance with applicable state and federal environmental standards and requirements affecting it;

(d) Seller has not received any notices of violation or advisory action by regulatory agencies regarding environmental control matters or permit compliance with respect to the Property;

(e) Seller has not transferred, and to Seller's knowledge no other person has transferred, Hazardous Substances from the Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements; and

(f) There are no proceedings, administrative actions, or judicial proceedings pending or, to Seller's knowledge, contemplated under any federal, state, or local laws regulating the discharge of hazardous or toxic materials or substances into the environment.

12.5. Encroachments. To Seller's knowledge (a) all structures and improvements, including any driveways and accessory structures, are wholly within the lot lines of the Property, (b) no existing building, structure, or improvement of any kind encroaches upon the Property from any adjacent property, and (c) there are no present or past discrepancies or disputes regarding the boundaries of the Property.

12.6. Rights and Contracts Affecting Property. Except for this Agreement, Seller has not entered into any other contracts for the sale of the Property, nor do there exist any rights of first refusal or options to purchase the Property. Except for those exceptions of record listed on the Title Report, Seller owns the Property in fee, free and clear of all liens, conditions, reservations, mortgages, leases, licenses, easements, prescriptive rights, permits, or other similar encumbrances. Seller has not sold, transferred, conveyed, or entered into any agreement regarding timber rights, mineral rights, water rights, "air rights," or any other development or other rights or restrictions relating to the Property, and to Seller's knowledge no such rights encumber the Property. There are no service contracts or other agreements pertaining to the Property that Seller will be required to assume at Closing.

12.7. Possession. Except as specifically set forth in this Agreement, there are no leases, licenses, or other agreements permitting, nor has Seller entered into any course of conduct that would permit, any person or entity to occupy or use any portion of the Property. Seller shall deliver immediate and exclusive possession of the entire Property to Buyer at Closing.

12.8. Recitals. The statements and information set forth in the Recitals are true and correct.

12.9. No Legal Proceedings. There is no suit, action, arbitration, judgment, legal, administrative, or other proceeding, claim, lien, or inquiry pending or threatened against the Property or against Seller that could (a) affect Seller's right or title to the Property, (b) affect the value of the Property, or (c) subject an owner of the Property to liability.

12.10. Mechanic's and Other Liens. No work on the Property has been done or materials provided that would give rise to actual or impending mechanic's liens, private liens, or any other liens, against the Property.

12.11. Public Improvements or Governmental Notices. To Seller's knowledge, there are no intended public improvements which will result in the creation of any liens upon the Property, nor have any notices or other information been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule or regulation which would affect the Property.

12.12. Breach of Agreements. The execution of this Agreement will not constitute a breach or default under any agreement to which Seller is bound or to which the Property is subject.

12.13. Bankruptcy Proceedings. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to Seller's knowledge, threatened against Seller, nor are any such proceedings contemplated by Seller.

12.14. Changed Conditions. If Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If any of the foregoing warranties and representations ceases to be true before Closing, Seller shall use its best efforts to remedy the problem, at its sole expense, before Closing. If the problem is not remedied before Closing, Buyer may elect to either: (a) terminate this Agreement, in which case Buyer will have no obligation to purchase the Property and the Earnest Money shall be refunded to Buyer, or (b) extend the Closing Date for a period not to exceed forty-five (45) days or until such problem has been remedied, whichever occurs first. Should Buyer extend the Closing Date and the problem is not remedied within the 45-day timeframe, Buyer may then elect to terminate this Agreement and receive a refund of its Earnest Money; provided, however, that such election will not constitute a waiver of Buyer's rights in regard to any loss or liability suffered as a result of a representation or warranty not being true, nor will it constitute a waiver of any other remedies provided in this Agreement or by law or equity.

13. Condition of the Property Through Closing. Seller further represents, warrants, and covenants that until this transaction is closed or escrow is terminated, whichever occurs first, it shall (a) maintain the Property in substantially the same condition as it was on the Effective Date, with no tree cutting, timber harvesting, or alteration of the Property in any way, (b) keep all existing insurance policies affecting the Property in full force and effect, (c) make all regular payments of interest and principal on any existing financing, (d) comply with all government regulations, and (e) keep Buyer timely advised of any repair or improvement required to keep the Property in substantially the same condition as it was on the Effective Date.

14. Buyer's Representations and Warranties. In addition to any express agreements of Buyer contained herein, the following constitute representations and warranties of Buyer to Seller:

(a) Subject to the conditions stated herein, Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein;

(b) Subject to the conditions stated herein, all requisite action has been taken by Buyer in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein; and

(c) Subject to the conditions stated herein, the persons executing this Agreement and the instruments referred to herein on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.

15. Legal and Equitable Enforcement of This Agreement.

15.1. Default by Seller. In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by Seller, Buyer shall be entitled to all its out-of-pocket expenses incurred in connection with the transaction, including the Earnest Money, and will have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.

15.2. Default by Buyer. In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by Buyer, Buyer and Seller agree that it would be impractical and extremely difficult to estimate the damages that Seller may suffer. Therefore, Buyer and Seller agree that a reasonable estimate of the total net detriment that Seller would suffer in the event that Buyer defaults and fails to complete the purchase of the Property is and will be an amount equal to the Earnest Money. This amount shall be Seller's sole and exclusive remedy (whether at law or in equity), and the full, agreed, and liquidated damages for the breach of this Agreement by Buyer. The payment of said amount as liquidated damages is not intended as a forfeiture or penalty. All other claims to damage or other remedies are hereby expressly waived by Seller. Upon default by Buyer, this Agreement will terminate and except as set forth in this section, neither party will have any further rights or obligations hereunder or to one another.

16. **Risk of Loss, Condemnation.** Seller bears the risk of all loss or damage to the Property from all causes, through the Closing Date. If, before the Closing Date, all or any part of the Property is damaged, destroyed, condemned, or threatened with condemnation, Seller shall give Buyer written notice of such event. Buyer may terminate this Agreement by giving written notice to Seller within fifteen (15) days following receipt by Buyer of written notice from Seller of such casualty or condemnation and the Title Company shall return to Buyer the Earnest Money and any accrued interest thereon.

17. **Notices.** All notices required or permitted to be given must be in writing to the address set forth below and will be deemed given upon (a) personal service or (b) deposit in the United States Mail, postage prepaid. All such notices shall be deemed received (x) upon personal service, (y) three (3) days after deposit in the United States Mail, postage prepaid, or (z) one (1) day after deposit with a nationally recognized overnight courier service.

To Seller: City of Cornelius
c/o Peter Brandom
1355 N. Barlow Street
Cornelius, OR 97113

Copy: Kyle Hayden
Hayden Group LLC
505 SE Washington Street
Hillsboro, OR 97123
kyle@hayden-group.com

To Buyer: Islam R El Masry
669 N Mist Drive
Vernonia, OR 97064
islam_elmasry14@yahoo.com

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manners set forth above will be effective when received by the party for whom it is intended. Telephone, email, and fax numbers are for information only.

18. Broker or Commission. Buyer has engaged a broker, Kyle Hayden, in connection with this Agreement and agrees to be responsible for payment of any and all fees and or commissions due and payable to said broker as part of this transaction. Seller has not engaged a Broker in connection with this Agreement. Seller agrees to be responsible for payment of any and all fees or commissions due and payable to Seller's broker as part of the transaction. In the event any person or entity asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, then Seller shall indemnify, hold harmless, and defend Buyer from and against any such claim if based on any action, agreement, or representations made by Seller; and Buyer to the extent allowed under the Oregon Tort Claims Act and the Oregon Constitution shall indemnify, hold harmless, and defend Seller from and against any such claim if based on any action, agreement, or representations made by Buyer.

19. Further Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated and both parties shall use their best efforts to accomplish Closing in accordance with the provisions hereof.

20. Miscellaneous.

20.1. Recording of Memorandum. On the Effective Date the parties shall execute a memorandum of this Agreement (the "Memorandum"), which Buyer may cause to be recorded against the Property.

20.2. Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance is, to any extent, found invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances, other than those to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

20.3. Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.

20.4. Survival of Representations. The covenants, agreements, representations, and warranties made herein shall survive Closing and will not merge into the Deed upon recordation in the official real property records.

20.5. Representation. This Agreement was prepared by Buyer. Seller represents that Seller had an opportunity to consult with its own legal counsel prior to executing this Agreement. Seller waives any claim that any term or condition herein should be construed against the drafter of the Agreement. This Agreement shall be construed as if it had been prepared by both parties.

20.6. Entire Agreement. This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of the Agreement and supersedes all prior understandings with respect to it. This Agreement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

20.7. Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to every term, condition, obligation, and provision contained in this Agreement. Unless otherwise specified herein, in computing any period of time described in this Agreement, whenever a date for an action required to be performed falls on a Saturday, Sunday, or a state or federal holiday, then such date shall be extended to the following business day.

20.8. Recitals. The statements and information set forth in the Recitals are hereby incorporated as if fully set forth herein and shall be used for the purposes of interpreting this Agreement.

20.9. Governing Law. The parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. The parties expressly agree that this Agreement is governed by and should be interpreted in accordance with the laws of the state of Oregon.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010..

This document will automatically expire on _____ at 5:00 p.m., if not executed by Seller within that time and delivered to Buyer pursuant to the notice requirements contained in Section 17 above.

BI E

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature specified below.

BUYER,
an Oregon municipal corporation

SELLER:



BUYER

Print Name: PETER BRANDON

Title: City Manager

Date: 4/19/24



Print Name: ISLAM G MASRY

Date: 04/18/2024

Exhibit A
Property Legal Description

ATTACHMENT 1
(Property Legal Description)

Real Property in the County of Washington, State of Oregon, described as follows:

PARCEL 1:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE TUALATIN VALLEY HIGHWAY ALSO KNOWN AS BASELINE STREET, WITH THE EASTLINE OF SW FIRST AVENUE, IN THE CITY OF CORNELIUS, WASHINGTON COUNTY, OREGON; THENCE EAST ALONG THE SOUTH LINE OF SAID TUALATIN VALLEY HIGHWAY, 100 FEET, THENCE SOUTH, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST FIRST AVENUE, 95 FEET TO A POINT WHICH IS DISTANT, 30 FEET, NORTHEASTERLY MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE SOUTHERN PACIFIC COMPANY'S MAIN TRACK; THENCE WEST ON A LINE PARALLEL WITH AND 95 FEET SOUTHERLY MEASURED AT RIGHT ANGLES FROM THE SOUTH LINE OF SAID TUALATIN VALLEY HIGHWAY, SAID LINE ALSO BEING PARALLEL WITH AND 30 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF SAID MAIN TRACK, 100 FEET TO THE EAST LINE OF SAID SW FIRST AVENUE, THENCE NORTH ALONG THE EAST LINE OF SAID SW FIRST AVENUE, 95 FEET TO THE PLACE OF THE BEGINNING.

PARCEL 2:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF BASELINE STREET WITH THE WEST LINE OF SOUTH MAIN AVENUE IN THE CITY OF CORNELIUS, COUNTY OF WASHINGTON AND STATE OF OREGON; AND RUNNING THENCE SOUTH ALONG SAID WEST LINE 95.0 FEET TO A POINT WHICH IS 30.0 FEET DISTANCE NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE SOUTHERN PACIFIC COMPANY'S MAIN TRACT; THENCE WEST ON A LINE PARALLEL WITH AND 95.0 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM SAID SOUTH LINE OF BASELINE; SAID LINE BEING ALSO PARALLEL WITH AND 30.0 FEET NORTHERLY MEASURED AT RIGHT ANGLES, FROM SAID CENTER LINE OF SAID MAIN TRACT, A DISTANCE OF 150.00 FEET TO A POINT 100.00 FEET EAST OF THE EAST LINE OF SW FIRST AVENUE; THENCE NORTH PARALLEL WITH SAID EAST LINE 95.0 FEET TO THE SOUTH LINE OF BASELINE STREET; AND THENCE EAST 150.0 FEET TO THE POINT OF BEGINNING.

NOTE: This legal description was created prior to January 1, 2008.

City of Cornelius Agenda Report

To: Peter Brandom, City Manager

From: Terry Keyes, City Engineer

Date: May 6, 2024

Subject: Resolution No. 2024-23: 2023-2024 Fiscal Year Paving Project Bid Award



Requested City Council Action: Consider staff recommendation to award the 2023-2024 paving contract to TFT, Inc.

Previous Council Action: The 2023-2024 fiscal year paving project is included in the 2023-24 City budget.

Relevant City Strategic Plan Goal(s): Goal 5: Develop the Necessary Infrastructure to Meet the Growth, Service Demands, and Emergency Preparedness Needs of the Community.

Background: Construction bids for the 2023-2024 fiscal year paving project were opened on April 16, 2024. Six construction firms bid on the project, with bids ranging from \$530,737 to \$659,891. The engineer's estimate for the project was \$614,000. The low bidder was TFT Construction, Inc of Scappoose, Oregon with a bid of \$530,737, and they meet all the requirements of the bid procedures. The Notice of Intent to award the bid was issued on April 17, 2024 after bids were opened and evaluated. The 7-day bid protest period ended on April 24, 2024. No protests were received.

Cost: \$530,737.

Advisory Committee Recommendation: Not applicable.

Staff Recommendation: Approve Resolution No. 2024-23 as presented by staff.

Proposed Motion: I make a motion to approve Resolution No. 2024-23, A RESOLUTION OF THE CORNELIUS CITY COUNCIL AWARDED THE BID FOR THE 2023-2024 FISCAL YEAR PAVING PROJECT TO TFT CONSTRUCTION, INC. and this action takes effect immediately.

Exhibit: Resolution No. 2024-23.

RESOLUTION NO. 2024-23

A RESOLUTION OF THE CORNELIUS CITY COUNCIL AWARDING THE BID FOR THE 2023-2024 FISCAL YEAR PAVING PROJECT TO TFT CONSTRUCTION, INC.

WHEREAS, every fiscal year the City requests bids on a pavement rehabilitation project for streets prioritized by the pavement management program; and

WHEREAS, S. 19th Avenue, S. 16th Avenue, S. Fawn Court, S. 15th Avenue, and S. 13th Avenue are the highest priority streets for maintenance in the pavement management program; and

WHEREAS, bids were opened on April 16, 2024 for the 2023-2024 Fiscal Year Paving Project and TFT Construction, Inc was the low bidder; and

WHEREAS, the Project Manager issued a Notice of Intent to Award on April 17, 2024; and

WHEREAS, the funding for this contract is included in the adopted FY 2023-24 budget.

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

Section 1. The Cornelius City Council, acting as the Contract Review Board, awards the bid for the 2023-2024 Fiscal Year Paving Project to TFT Construction, Inc. and authorizes the City Manager to sign the contract for \$530,737.00 on behalf of the City.

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

INTRODUCED AND APPROVED by the Cornelius City Council at their regular meeting this 6th day of May, 2024.

City of Cornelius, Oregon

By: _____
Jeffrey C. Dalin, Mayor

Attest: _____
Ellie Jones, Assistant City Manager and
Acting City Recorder

City of Cornelius Agenda Report

To: Peter Brandom, City Manager

From: Jim Geering, Fire Chief

Date: May 6, 2024

Subject: Resolution No. 2024-24: 2024 Oregon State Fire Marshal (OSFM) Wildfire
Season Staffing Grant



Requested City Council Action: Approve receipt of 2024 wildfire season staffing grant funds from the Oregon State Fire Marshal.

Previous Council Action: Not applicable.

Relevant City Strategic Plan Goal(s): Goal 4: Ensure Safety For All Community Members.

Background: In 2021, the Oregon Legislature appropriated funding to the OSFM for the 306 local fire agencies across Oregon to augment firefighting staff during wildfire season. Local agencies protect Oregon communities and play a pivotal role in preventing and suppressing wildfires. This is the third year that these grant funds are available. The 2024 wildfire season staffing grant is intended for Oregon fire agencies to increase hours and availability of local firefighters during the 2024 wildfire season. Local fire agencies can request up to \$35,000 to expand capacity using the current district or department staffing model and pay scale. The City of Cornelius Fire Department successfully applied for the grant, which will be available for use between June 1 and October 31, 2024, which qualifies as wildfire season. Awarded funds must be spent by October 31, 2024.

Cost: Staff time.

Advisory Committee Recommendation: Not applicable.

Staff Recommendation: Approve Resolution No. 2024-24 as presented.

Proposed Motion: I make a motion to approve Resolution No. 2024-24, A RESOLUTION OF THE CORNELIUS CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2024 OREGON STATE FIRE MARSHAL WILDFIRE SEASON STAFFING GRANT and this action takes effect immediately.

Exhibit: Resolution No. 2024-24 and Grant Agreement.

RESOLUTION NO. 2024-24

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2024 OREGON STATE FIRE MARSHAL (OSFM) WILDFIRE SEASON STAFFING GRANT AGREEMENT NUMBER: 2024-WFS-186

WHEREAS, in 2021, the Oregon Legislature appropriated General Fund dollars to the OSFM for distribution to the Oregon fire service to provide fire agencies across Oregon with resources to augment firefighting staff; and

WHEREAS, the 2024 Wildfire Season Staffing Grant is intended for Oregon fire agencies to increase hours and availability of local firefighters during the 2024 wildfire season; and

WHEREAS, local fire agencies can request up to \$35,000 to support staffing and to expand capacity using the current district or department staffing model and pay scale; and

WHEREAS, the City of Cornelius Fire Department applied for the grant and was successful in the selection process for a grant award in the amount of \$35,000; and

WHEREAS, for purposes of this grant, June 1, through October 31, 2024, qualifies as wildfire season.

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

Section 1. The Cornelius City Council approves and authorizes the City Manager to execute the agreement on behalf of the City.

Section 2. The Cornelius City Council authorizes receipt of \$35,000 for staffing and administrative expenses incurred for purposes of fulfilling the grant.

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 this 6th day of May 2024.

City of Cornelius, Oregon

By: _____
Jeffrey C. Dalin, Mayor

Attest:

By: _____
Ellie Jones, Assistant City Manager and
Acting City Recorder