

CITY COUNCIL MEETING AGENDA

Monday August 5, 2024

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



Zoom Webinar | Meeting ID: 834 7940 8874 | Passcode: 215546



2. Regular Session – 7:05 PM (following Urban Renewal Agency Board Meeting)

Call to Order - Pledge of Allegiance and Roll Call

3. 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, June 16, 2024
- B. Resolution No. 2024-37: Laurel Garden Annexation
- C. Resolution No. 2024-38: Booster Pump Station Change Orders
- **D.** Resolution No. 2024-39: Fleet Purchase of Ford F-250 Pickup Truck
- E. Resolution No. 2024-40: Fleet Purchase of Two Ford F-150 Lightning Pickup Trucks
- F. Resolution No. 2024-41: Fleet Purchase of Backhoe
- **G.** Resolution No. 2024-42: Fleet Purchase of Dump Truck
- H. Resolution No. 2024-46: Parks Master Plan Update Contract

4. Public Comment

Comments are limited to three minutes.



Cornelius

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 cityrecorder@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.

5. Recognition

None

6. Presentations and Appointments

A. Emergency Operations Plan Update, Jim Geering, Fire Chief

7. Public Hearings

A. Resolution No. 2024-43: Solid Waste Collection Rates, Peter Brandom, City Manager

8. Unfinished Business

None

9. New Business

- A. Resolution No. 2024-43: Solid Waste Collection Rates, Peter Brandom, City Manager
- **B.** Resolution No. 2024-44: Employee Classification and Compensation Study, **Ellie Jones**, **Assistant City Manager**
- **C.** Resolution No. 2024-45: American Federation of State, County, and Municipal Employees (AFSCME) Union Contract, **Ellie Jones, Assistant City Manager**

10. Reports

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

11. Announcements

- A. Tuesday, August 6 5:30 pm: National Night Out Community Party, Harleman Park
- **B.** Friday, August 9, 16, and 23: 7:30 pm, Flicks in Harleman Park
- **C.** Fridays from 4:00 pm 8:00 pm: Cornelius Farmers' Market, Between City Hall and the Library (weekly through September 27); NOTE: Market relocation to 14th Ave at Adair Street through August, returning to the Dinsdale Plaza in September
- **D.** Monday, September 2, 2024: City Offices Closed in Observance of Labor Day
- E. Tuesday, September 3, 2024 6:00 pm Work Session; 7:00 pm City Council Meeting
- **F.** Saturday, September 7, 2024 10:00 am: Grand Opening of the Drake Learning Center in the Cornelius Library

12. Adjournment





City Council Meeting - Monday, June 17, 2024 1355 N Barlow Street - Cornelius, Oregon 97113 In-Person/Hybrid Meeting

Roll Call: Councilor Doris Gonzalez, Councilor Eden Lopez, Councilor Angeles Godinez, Mayor Dalin

Councilors Absent: Council President John Colgan

Staff Present: Peter Brandom, City Manager; Ellie Jones, Assistant City Manager – Business Operations

- 1. WORK SESSION 6:00 PM
- 2. CORNELIUS URBAN RENEWAL AGENCY BOARD MEETING (Separate minutes) 7:00 PM
- 3. REGULAR SESSION 7:15 PM
 - A. Call to Order Pledge of Allegiance and Roll Call

Mayor Dalin called the regular City Council meeting to order at 7:10 PM.

4. CONSENT AGENDA

- A. City Council Meeting Minutes, May 6, 2024
- B. Resolution No. 2024-25: Amendment to AKS Work Order 20
- C. Resolution No. 2024-26: Jacobs Work Order 16 for ASR Consultant Support
- **D.** Resolution No. 2024-27: Jacobs Work Order 17 for ASR Booster Pump Station Construction
- **E.** Resolution No. 2024-28: Jacobs Work Order 18 for Phase 2 of City-wide Lead Pipe Survey

Mayor Dalin asked if the Councilors wished to consider any item separately before a vote. The Councilors declined. There were no comments from the audience.

Councilor Godinez made a motion to adopt the consent agenda, seconded by Councilor Gonzalez. Motion carried 4-0. Ayes: Councilor Lopez, Councilor Godinez, Councilor Gonzalez, and Mayor Dalin.

- 5. PUBLIC COMMENT None
- 6. RECOGNITION None
- 7. PRESENTATIONS AND APPOINTMENTS

A. Proclamation: June 19th, 2024, Juneteenth Holiday and Recognition.

On behalf of the Cornelius City Council, Mayor Dalin proclaimed June 19th, 2024, Juneteenth [the full proclamation is included in the City of Cornelius Agenda Report; Page 31].

B. Appointments to City Boards and Commissions: Youth Advisory Council (YAC) and Public Infrastructure Advisory Board (PIAB)

A motion was made by Councilor Lopez to appoint Adrian Sayago, Cristina Torres, Marisol Ruiz Martinez, Myeli Saenz Juan, Eviana Zavala Gallardo, Kari Fuerte Arcos, and Ines Perez-Guillen to the City Youth Advisory Council, and Gerald (Jay) Larson to the Public Infrastructure Advisory Board, and this action takes effect immediately; seconded by Councilor Gonzalez. Motion carried 4-0. Ayes: Councilor Lopez, Councilor Godinez, Councilor Gonzalez, and Mayor Dalin.

C. Proclamation: June, Pride Month

On behalf of the Cornelius City Council, Mayor Dalin proclaimed the month of June, 2024, LGBTQIA+ Pride Month [the full proclamation is included in the City of Cornelius Agenda Report; Page 34].

8. PUBLIC HEARING

A. Resolution No. 2024-29: 2024 Supplemental Budget No. 3

Assistant City Manager – Business Operations, Ellie Jones, presented the staff report on Supplemental Budget No. 3 to amend the FY2023-2024 budget. The notice of public hearing was posted on the City website beginning on May 15, 2024 and was advertised in the News-Times on May 23, 2024. Since there was no quorum for the June 5, 2024 City Council meeting the notice was re-published in the Oregonian on June 7, 2024. Ellie Jones reviewed the items being adjusted with the supplemental budget.

Mayor Dalin opened the public hearing. There were no comments from the audience and no online testimonies. Ellie Jones confirmed there were no comments submitted prior to the meeting. Mayor Dalin closed the public hearing.

B. Resolution No. 2024-30: FY 2024-2025 Budget

Assistant City Manager – Business Operations, Ellie Jones, presented the staff report on the FY2024-2025 budget. This is the final adoption stage of the budget and without adopting the budget there will be no authority to spend money or levy and collect taxes. The notice of public hearing was posted on the City website beginning on May 15, 2024 and was advertised in the News-Times on May 23, 2024. Since there was no quorum for the June 5, 2024 meeting the notice was re-published in the Oregonian on June 7, 2024. Ellie Jones stated that the Budget Committee had also voted unanimously on May 1, 2024 to approve the FY2024-2025 budget.

Mayor Dalin opened the public hearing. There were no comments from the audience and no online testimonies. Ellie Jones confirmed there were no comments submitted prior to the meeting. Mayor Dalin closed the public hearing.

C. Resolution No. 2024-31: State Revenue Sharing for FY 2024-2025

Assistant City Manager – Business Operations, Ellie Jones, presented the staff report on State Revenue Sharing. This is the City's election to receive state revenue share funds. This was included within the public notice for the budget that was posed on the City website and within the newspaper.

Mayor Dalin opened the public hearing. There were no comments from the audience and no online testimonies. Ellie Jones confirmed there were no comments submitted prior to the meeting. Mayor Dalin closed the public hearing.

D. Resolution No. 2024-32: Municipal Services Certification for FY 2024-2025

Assistant City Manager – Business Operations, Ellie Jones, presented the staff report on Municipal Services Certification. This resolution is required in order for the City to receive State Revenues. It certifies municipal services that the City of Cornelius provides including police, fire, street construction, maintenance, and lighting; sanitary sewer; storm sewers; planning, zoning, and subdivision control; and one or more utility services.

Mayor Dalin opened the public hearing. There were no comments from the audience and no online testimonies. Ellie Jones confirmed there were no comments submitted prior to the meeting. Mayor Dalin closed the public hearing.

E. Resolution No. 2024-33: City Utility Rates for FY 2024-2025

Assistant City Manager – Business Operations, Ellie Jones, presented the staff report on Utility Rates. This resolution will make changes to the utility fees and SDC's based in part on the changes and rate increases by the City of Hillsboro and Clean Water Services. The City of Cornelius purchases wholesale water from the City of Hillsboro and they increased their wholesale rates by 5% in January 2024. Clean Water Services increased their Sanitary Sewer rates by 4%, Surface water Management rates by 4% and their Sanitary Sewer SDC Rates by 2.7% effective July 1, 2024.

The City of Cornelius is proposing to increase Water by 1%, Sanitary Sewer-CWS by 4%, Sanitary Sewer-City by 4%, Sanitary Sewer SDC by 2.7%, Surface water Management-CWS by 4%, no rate change to Surface water Management-City, and the General Service Fee by \$0.50 per EDU for residential customers and \$1.50 per EDU for commercial customers. These rate increases take into account the pass-through rate increases and City of Cornelius operating and Capital Improvement needs. Rate increases would be implemented July 1, 2024.

Mayor Dalin opened the public hearing. There were no comments from the audience and no online testimonies. Ellie Jones confirmed there were no comments submitted prior to the meeting. Mayor Dalin closed the public hearing.

F. Resolution No. 2024-34: City Planning Fees for FY 2024-2025

Assistant City Manager – Business Operations, Ellie Jones, presented the staff report regarding increases to City Planning Fees. The City Council had previously approved Resolution 2018-24 which stated fee rate changes were to be automatically adjusted every July 1st based on the 12-month CPI-U (Western Region) percent change as of January of the same year. The CPI-U

(Western Region) as of January 2024 was 3.3%. Therefore the City of Cornelius is proposing Planning Fee increases of 3.3% rounded down to the nearest whole dollar.

Mayor Dalin opened the public hearing. There were no comments from the audience and no online testimonies. Ellie Jones confirmed there were no comments submitted prior to the meeting. Mayor Dalin closed the public hearing.

G. Ordinance No. 2024-01: Economic Opportunities Analysis

Community Development Director, Barbara Fryer, presented the staff report on Ordinance No. 2024-01 to amend the Cornelius Comprehensive Plan by adopting a new Economic Opportunities Analysis (EOA). The EOA identifies employment land in the City (commercial and industrial) and compares it to the amount of employment land forecasted to be needed over the next 20 years.

9. UNFINISHED BUSINESS - None

10. NEW BUSINESS

A. Resolution No. 2024-29: 2024 Supplemental Budget No. 3

Assistant City Manager, Ellie Jones, forwent a formal presentation and offered to answer any questions. There were no questions.

A motion was made by Councilor Godinez to approve Resolution No. 2024-29, A RESOLUTION OF THE CORNELIUS CITY COUNCIL AUTHORIZING APPROPRIATIONS AMENDING THE FY 2023-2024 BUDGET (SUPPLEMENTAL BUDGET NO. 3), and this action takes effect immediately; seconded by Councilor Lopez. Motion carried 4-0. Ayes: Councilor Lopez, Councilor Godinez, Councilor Gonzalez, and Mayor Dalin.

B. Resolution No. 2024-30: FY 2024-2025 Budget

Assistant City Manager, Ellie Jones, forwent a formal presentation and offered to answer any questions. There were no questions.

A motion was made by Councilor Godinez to approve Resolution No. 2024-30, A RESOLUTION OF THE CITY COUNCIL DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES, ADOPTING THE BUDGET, MAKING APPROPRIATIONS, AND LEVYING TAXES FOR THE CITY OF CORNELIUS, OREGON FOR FISCAL YEAR 2024-2025, and this action takes effect immediately; seconded by Councilor Gonzalez. Motion carried 4-0. Ayes: Councilor Lopez, Councilor Godinez, Councilor Gonzalez, and Mayor Dalin.

C. Resolution No. 2024-31: State Revenue Sharing for FY 2024-2025

Assistant City Manager, Ellie Jones, forwent a formal presentation and offered to answer any questions. There were no questions.

A motion was made by Councilor Godinez to approve Resolution No. 2024-31, A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES, and this action takes effect

immediately; seconded by Councilor Lopez. Motion carried 4-0. Ayes: Councilor Lopez, Councilor Godinez, Councilor Gonzalez, and Mayor Dalin.

D. Resolution No. 2024-32: Municipal Services Certification for FY 2024-2025

Assistant City Manager, Ellie Jones, forwent a formal presentation and offered to answer any questions. There were no questions.

A motion was made by Councilor Godinez to approve Resolution No. 2024-32, A RESOLUTION CERTIFYING SERVICES PROVIDED BY THE CITY OF CORNELIUS, and this action takes effect immediately; seconded by Councilor Gonzalez. Motion carried 4-0. Ayes: Councilor Lopez, Councilor Godinez, Councilor Gonzalez, and Mayor Dalin.

E. Resolution No. 2024-33: City Utility Rates for FY 2024-2025

Assistant City Manager, Ellie Jones, forwent a formal presentation and offered to answer any questions. There were no questions.

A motion was made by Councilor Lopez to approve Resolution No. 2024-33, A RESOLUTION ESTABLISHING CERTAIN UTILITY RATES AND CHARGES FOR WATER, SANITARY SEWER, STORM WATER, AND THE GENERAL SERVICES FEE, and this action takes effect July 1, 2024; seconded by Councilor Gonzalez. Motion carried 4-0. Ayes: Councilor Lopez, Councilor Godinez, Councilor Gonzalez, and Mayor Dalin.

F. Resolution No. 2024-34: City Planning Fees for FY 2024-2025

Assistant City Manager, Ellie Jones, forwent a formal presentation and offered to answer any questions. There were no questions.

A motion was made by Councilor Lopez to approve Resolution No. 2024-34, A RESOLUTION AUTHORIZING THE ADJUSTMENT OF THE PLANNING & DEVELOPMENT FEES BASED ON THE CPI-U (WESTERN REGION), and this action takes effect July 1, 2024; seconded by Councilor Godinez. Motion carried 4-0. Ayes: Councilor Lopez, Councilor Godinez, Councilor Gonzalez, and Mayor Dalin.

G. Resolution No. 2024-35: Cost of Living Adjustment (COLA) for Non-Represented and Management Employees.

Assistant City Manager, Ellie Jones, forwent a formal presentation and offered to answer any questions. There were no questions.

A motion was made by Councilor Godinez to approve Resolution No. 2024-35, A RESOLUTION RELATING TO COMPENSATION FOR COST-OF-LIVING INCREASES FOR NONREPRESENTED AND MANAGEMENT EMPLOYEES, and this action takes effect July 1, 2024; seconded by Councilor Gonzalez. Motion carried 4-0. Ayes: Councilor Lopez, Councilor Godinez, Councilor Gonzalez, and Mayor Dalin.

H. Resolution No. 2024-36: Intergovernmental Agreement with Regional Water Providers Consortium

Assistant City Manager, Ellie Jones, forwent a formal presentation and offered to answer any questions. There were no questions.

A motion was made by Councilor Lopez to approve Resolution No. 2024-36, A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL WATER PROVIDERS CONSORTIUM, and this action takes effect immediately; seconded by Councilor Gonzalez. Motion carried 4-0. Ayes: Councilor Lopez, Councilor Godinez, Councilor Gonzalez, and Mayor Dalin.

I. Ordinance No. 2024-01: Economic Opportunities Analysis (EOA)

Community Development Director, Barbara Fryer, presented a summary of the proposed EOA. Fryer offered to answer any questions. There were no questions.

A motion was made by Councilor Lopez to read by title only Ordinance No 2024-01, AN ORDINANCE AMENDING THE CORNELIUS COMPREHENSIVE PLAN; seconded by Councilor Gonzalez. Motion carried 4-0. Ayes: Councilor Lopez, Councilor Godinez, Councilor Gonzalez, and Mayor Dalin.

11. REPORTS

A. City Council

Councilor Godinez reported on the upcoming Centro Cultural Summer STEAM program. Godinez discussed severe weather and reminded the chamber and Council of the dangers of severe heat and highlighted some of the community's resources. Godinez thanked the YAC appointees for their service.

B. Mayor Dalin

Mayor Dalin reported on the organization meetings they attended. [No Audio]

C. City Manager

City Manager Brandom reported on the Library Accident where a vehicle had hit the building and caused some damage which is being evaluated.

12. ANNOUNCEMENTS

- **A.** Friday, June 7, 2024: 4:00 PM 8:00 PM Cornelius Farmer's Market, between City Hall and the Library (weekly through September 27)
- **B.** Saturday, June 8, 2024: 9:00 AM 1:00 PM Shred-It Document Shredding Event, City Hall
- **C.** Wednesday, June 19, 2024: City Offices Closed in Observance of Juneteenth Holiday
- D. July 1, 2024 6:00 PM Work Session; 7:00 PM City Council Meeting

13. ADJOURNMENT

A motion was made by Councilor Lopez to adjourn. Seconded by Councilor Gonzalez. Motion carried 4-0. Ayes: Councilor Lopez, Councilor Godinez, Councilor Gonzalez, and Mayor Dalin. Meeting adjourned at 8:31 PM.

City of Cornelius Agenda Report

To: Peter Brandom, City Manager

From: Barbara Fryer, Community Development

Department Director

Date: August 5, 2024

Subject: Resolution No. 2024-37: AN-01-24 Expedited Annexation of One Tax Lot

Requested City Council Action: Approve Resolution No. 2024-37 to annex one tax lot into the City boundary.

Cornelius

Oregon's Family Town

Previous Council Action: Ordinance No. 2015-06 adopted public facilities planning and Comprehensive Plan map designations for the property of Low-Density Residential and Medium Density Residential.

Relevant City Strategic Plan Goal(s): Goal 6: Identify community and economic development opportunities to support the community's needs.

Background: An Expedited Annexation (AN-01-24) application has been received to annex approximately 7.60 acres of land in one tax lot to the City of Cornelius. The property is currently outside the City of Cornelius boundary, but wholly within the existing Urban Growth Boundary (UGB), which was approved through HB 4078, commonly known as the 'Grand Bargain'. The property's eastern boundary abuts city limits. The property owner, the Holt Group, submitted a signed application for the single tax lot to be annexed into the Cornelius city limits to allow for future development of needed housing. There are City services available nearby that can be extended to serve future residential development of the area.

While the property is a single tax lot, there are no electors on site as the area to be annexed was recently divided from the homestead that contains the electors. There is one property owner, Hering Family Joint Trust. Kelly Hering signed the petition on behalf of the Hering Family Joint Trust. Both 100% of the electors and 100% of the property owners for this annexation have signed the annexation petition; therefore, the annexation qualifies for an Expedited Annexation.

Applicant: The Holt Group, INC

Property Owner: Hering Family Trust, represented by Kelly Hering

Location: SW corner of SW 345th Avenue and Cook Street

Map: Township 1 S, Range 3 W, Map 02 C; that portion of Tax Lot 300 lying

west of SW 345th Avenue

Process: The annexation (AN-01-24) was initiated by the Holt Group, Inc. The

requestor filed an application with the Community Development Department on forms prescribed by the Community Development Director or designee. The proposed annexation is an Expedited Annexation and follows the requirements of Metro Code 3.09.045. A necessary party can request a public hearing. If a public hearing is not requested, the Council shall make its decision as a consent agenda item. The decision shall become effective by passage of an ordinance, resolution, or order.

APPLICABLE CRITERIA

The State Legislature has directed Metro Regional Services (Metro) to establish criteria, which must be used by all cities within the Metro boundary; these criteria are found in Metro Code Chapter 3.09. The City Comprehensive Plan identifies annexation requirements in *Chapter II*, *Urbanization*, *Policies*.

BASIC FACTS and BACKGROUND INFORMATION

- 1. The subject property is located adjacent to the southeastern boundary of the City of Cornelius.
- 2. The subject property consists of 7.60 acres of land, Parcel 1 of Partition Plat No. 2024-014.
- 3. The property is within the Urban Growth Boundary (UGB), which was created in 2014 though HB 4078, commonly known as the 'Grand Bargain'.
- 4. The subject property is west of the right-of-way for SW 345th Avenue.
- 5. The applicant and property owners are requesting an Expedited Annexation (AN-01-24) for the annexation of approximately 7.60 acres of unincorporated land into the Cornelius City Limits.
- 6. The property owner provided a signature authorizing the Annexation. Signed copies of the of this signature is found in Exhibit A, application materials. The site is currently vacant, so no electors are present on the property.
- 7. The proposed annexation abuts the City Limits along its eastern and southern boundaries, which comprises the western and norther edges of the proposed annexation.
- 8. On June 17, 2024 Public Notice of the proposal was mailed to Necessary Parties, as required by Metro Code 3.09.045 (Exhibit B, Public Notice).

ANNEXATION REVIEW CRITERIA

The City Comprehensive Plan identifies the following annexation policies in Chapter II, Urbanization, Policies, section 4:

a. Annexation will be permitted if:

(1) The City is able to provide adequate services to the area, including sewer, water, administration, and fire protection. The new area can meet city standards for roads, sewers, water, and other services and appropriate amendments to the City's Public Facilities Master Plans have been considered.

<u>Findings:</u> The applicant submitted a letter detailing the ability for the City to serve the site with sanitary sewer, storm water, and domestic water (Exhibit A, Application submittal). The site abuts S. 29th Boulevard that was developed as part of the Laurel Woods subdivision. Additionally, the site abuts SW 345th Avenue, a County road. The site is currently served by the Cornelius Rural Fire Protection District and would, upon annexation, withdraw from the District and be served by the Cornelius Fire Department. The site, through the development review process, can meet City standards for roads, sewers, water, and other services.

This annexation will annex the property into Clean Water Services (CWS) and withdraw the property from the Tualatin Valley Irrigation District, Washington County Urban Road Maintenance District, and the Washington County Enhanced Sheriff's Patrol District.

<u>Based upon the findings above:</u> Staff conclude that adequate infrastructure and services including, water, sewer, police, administration, fire and future transportation facilities are available and can be coordinated to provide service to the proposed annexation area. This criterion is met.

(2) The proposed use of the area to be annexed conforms with the Comprehensive Plan, or has been Master Planned, including all adjacent and intervening properties. The City does not intend to support piecemeal annexations.

<u>Findings:</u> The subject property is located within the UGB as recognized by Metro, Washington County, and the State. The annexation was Master Planned as part of Ordinance 2015-06 covering the SE UGB area (Exhibit A, Application submittal). The property is the southernmost portion of this SE UGB area and directly connects to the Laurel Woods subdivision, which has just the last three phases out of 11 phases, or about 160 homes out of 905 homes, yet to be constructed. Thus, annexation of this property does not support piecemeal annexation and supports orderly, logical, development for needed housing.

<u>Based upon the findings above:</u> Staff find that the proposed annexation is consistent with the Comprehensive Plan for urban uses. The proposed annexation is not a piecemeal annexation. This criterion is met.

(3) A substantial portion of the area to be annexed is contiguous to the City and represents a logical direction for city expansion.

<u>Findings:</u> The subject property abuts the eastern and southern corporate limits of the City of Cornelius. Since the subject property is currently located within the Metro UGB, and because this property was added to the UGB for the explicit purpose of accommodating regional urbanization in the near term, annexation of this site represents the Region's first choice for local corporate annexation and is therefore a logical selection for expansion of the City of Cornelius.

<u>Based upon the findings above:</u> Staff find the proposed annexation is consistent with the annexation policies and represents a logical direction for City expansion. The proposed annexation is consistent and complies with Chapter 3.09 of Metro's Local Government Boundary Changes requirements. This criterion is met.

DECISION

Based on the facts, findings, and conclusions within the Council Report, staff recommend approval of City File # AN-01-24, Parcel 1 of Tax Lot 300 Annexation.

Barbara Fryer, AICP, Community Development Director

Cost: Staff time.

Advisory Committee Recommendation: Not applicable.

Staff Recommendation: Approve Resolution No. 2024-37 as presented.

Proposed Motion: I make a motion to approve Resolution No. 2024-37, A RESOLUTION OF THE CORNELIUS CITY COUNCIL AUTHORIZING ANNEXATON OF ONE TAX LOT and this action takes effect immediately.

Exhibits: A: Resolution No. 2024-37, including Exhibits A-C

RESOLUTION NO. 2024-37 CITY OF CORNELIUS

A RESOLUTION OF THE CORNELIUS CITY COUNCIL AUTHORIZING ANNEXATION OF ONE TAX LOT

WHEREAS, The Holt Group, Inc., initiated an application to annex approximately 7.60 acres of land described and mapped within Exhibit A of this Resolution; and

WHEREAS, the City received written consent from 100% of the property owners in the territory proposed be annexed, as required by Metro Code 3.09.045(A); and

WHEREAS, the property in question is vacant, so the City received written consent from 100% of the electors in the territory proposed be annexed, as required by Metro Code 3.09.045(A); and

WHEREAS, notice was provided to the "Necessary Parties" as required for an Expedited Annexation under Metro Code 3.09.045(B), on June 17, 2024, greater than 20 days prior to City Council consideration of the annexation on August 5, 2024; and

WHEREAS, the City Council Staff Report was distributed to Metro on July 6, 2024, at least 7 days prior to City Council consideration; and

WHEREAS, the proposed change is consistent with the City's adopted Comprehensive Plan and public facilities master plans as updated through Ordinance No. 2022-01; and

WHEREAS, the annexation will promote provision of public facilities and services to the property; and

WHEREAS, the subject area includes annexation into Clean Water Services (CWS), and withdrawal from the Cornelius Rural Fire Protection District (CRFPD), Tualatin Valley Irrigation District, Washington County Urban Road Maintenance District, and the Enhanced Washington County Sheriff's Patrol District.

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

- Section 1. The property described and mapped in Exhibits A and B shall be annexed into the City of Cornelius pursuant to Metro Code 3.09.045.
- Section 2. The property described and mapped in Exhibits A and B shall be annexed into the Clean Waters Services District pursuant to Metro Code 3.09.045.
- Section 3. The property described and mapped in Exhibits A and B shall be withdrawn for the Cornelius Rural Fire Protection District, Tualatin Valley Irrigation District, Washington County Urban Road Maintenance District, and the Washington County Enhanced Sheriff's Patrol District.

INTRODUCED AND APPROVED by the 65 th day of August, 2024.	Cornelius City Council at their regular meeting this
	City of Cornelius, Oregon
	By: Jeffrey C. Dalin, Mayor
Attest: Ellie Jones, Assistant City Manager an Acting City Recorder	nd

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

Section 3.



AKS ENGINEERING & FORESTRY

12965 SW Herman Road, Suite 100, Tualatin, OR 97062 P: (503) 563-6151 F: (503) 563-6152 AKS Job #5669

EXHIBIT A

City of Cornelius Annexation

A tract of land located in the Southeast One-Quarter of Section 3, Township 1 South, Range 3 West, Willamette Meridian, Washington County, Oregon, and being more particularly described as follows:

Beginning at the southeast corner of Lot 709 of the plat of "Laurel Woods No. 9" also being on the westerly right-of-way line of SW 345th Avenue (20.00 feet from centerline); thence along said westerly right-of-way line, South 02°49'41" West 593.39 feet to south line of said Section 3; thence along said south line, North 88°02'22" West 532.99 feet to the southeast corner of Tract 'JJ' of the Plat of "Laurel Woods No. 8", also being on the City of Cornelius City Limits line; thence along the easterly line of said Tract 'JJ' on said City Limits line, North 02°56'15" West 380.16 feet to an angle point; thence continuing along said easterly line and said City Limits line, North 01°43'06" East 211.26 feet to an angle point; thence along the south lines of the Plats of "Laurel Woods No. 8" and "Laurel Woods No. 9", and said City Limits line, South 88°22'02" East 575.33 feet to the Point of Beginning.

The above described tract of land contains 7.60 acres, more or less.

REGISTERED PROFESSIONAL LAND SURVEYOR

when

OREGON
JANUARY 12, 2016
MICHAEL S. KALINA
89558PLS
RENEWS: 6/30/25

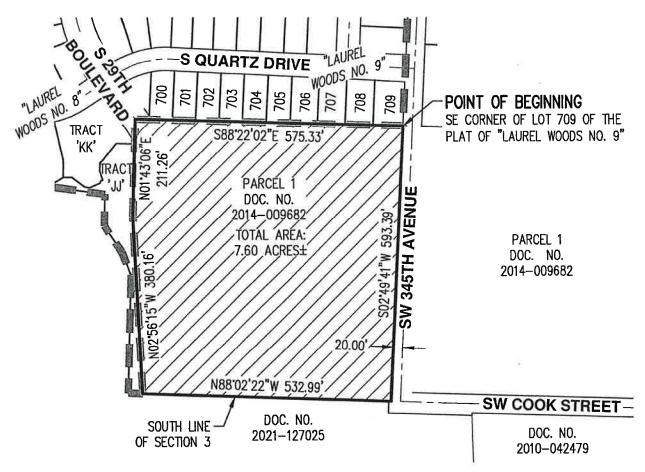
ANNEXATION CERTIFIED

MAY 3 0 2024

WASHINGTON COUNTY A & T CARTOGRAPHY

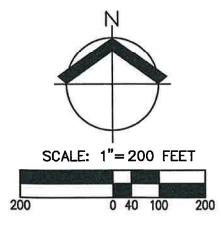
EXHIBIT B

A TRACT OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON



LEGEND

CITY OF CORNELIUS CITY LIMITS LINE



S/16/2=24

REGISTERED
PROFESSIONAL
LAND SURVEYOR

unter

OREGON
JANUARY 12, 2016
MICHAEL S. KALINA
89558PLS
RENEWS: 6/30/25

ANNEXATION CERTIFIED

BY____

MAY 3 0 2024

WASHINGTON COUNTY A & T CARTOGRAPHY

AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD, STE 100 TUALATIN, OR 97062 503.563.6151 WWW.AKS-ENG.COM



CITY OF CORNELIUS ANNEXATION

ĺ	DATE:	
	DRWN: KLH	CHKD: MSK
Ì	AKS JOB:	EXHIBIT
	5669	В

TWO SEED ANNEY I

Laurel Garden Expedited Annexation

Date: June 2024

Submitted to: City of Cornelius

Department of Community Development

1355 N Barlow Street Cornelius, OR 97113

Applicant: The Holt Group, Inc.

1301 SE Tech Center Drive, Suite 150

Vancouver, WA 98683

AKS Job Number: 5669



12965 SW Herman Road, Suite 100 Tualatin, OR 97062 (503) 563-6151

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Laurel Garden Expedited Annexation

Submitted to: City of Cornelius

Department of Community Development

1355 N Barlow Street Cornelius, OR 97113

Applicant: The Holt Group, Inc.

1301 SE Tech Center Drive, Suite 150

Vancouver, WA 98683

Property Owner: Hering Family Joint Trust

34005 SW Cook Road Hillsboro, OR 97123

Applicant's Consultant: AKS Engineering & Forestry, LLC

12965 SW Herman Road, Suite 100

Tualatin, OR 97062

Contact: Melissa Slotemaker, AICP
Email: slotemakerm@aks-eng.com

Phone: (503) 563-6151

Site Location: Parcel 1 of Partition Plat No. 2024-014

Washington County

Assessor's Map:

1S 3 2C; that portion of Tax Lot 300 lying west of SW 345th

Avenue

Site Size: ±7.60 acres

Land Use Districts: <u>Current Washington County Zoning District</u>: Future

Development - 20 Acre (FD-20)

<u>City of Cornelius Zoning District Planned After</u> <u>Annexation:</u> Low-Density Residential (R-7) and Multi-

Unit – Residential (A-2)

I. Executive Summary

On behalf of The Holt Group, Inc. (Applicant), AKS Engineering & Forestry, LLC (AKS) is submitting this application for an expedited annexation to the City of Cornelius Community Development Department (hereafter referred to as "the City"). The subject property is ±7.60 acres and is located within the City of Cornelius Urban Growth Boundary (UGB). The property was annexed into the UGB in 2014 by House Bill 4078. The property is planned to be brought into the Low-Density Residential (R-7) and Multi-Unit Residential (A-2) zoning districts following annexation (through a zoning map amendment application to be submitted separately) as established by the City of Cornelius Ordinance No. 2015-06, which amended the City's Comprehensive Plan to provide Comprehensive Plan and future zoning designations for the southeast UGB area. Ordinance No. 2015-06 (included as Exhibit E) also amended other City plan documents to anticipate the future public facilities and services required to serve the southeast UGB area, including the subject property. The subject site was recently partitioned to divide the portion of the property lying east of SW 345th Avenue and outside the City's UGB from the remainder of the site. See Plat No. 2024-014 in Exhibit H.

Pursuant to Oregon Revised Statutes (ORS) 199.510(c) this application includes a simultaneous annexation of the property into the boundaries of Clean Water Services (CWS) for the provision of sanitary sewer, storm and surface water management. The Applicant is requesting this annexation in order to provide City services to the subject property for the future development of needed housing on the subject property.

This application includes the City application forms, written materials, and preliminary plans necessary for City staff to review and determine compliance with the applicable approval criteria. The evidence is substantial and supports the City's approval of the application.

II. Site Description/Setting

The subject property is ±7.60 acres and is located at the northwest intersection of SW 345th Avenue and SW Cook Road, south of the Laurel Woods No. 9 Subdivision (Document No. 2023-022982). The property is currently located in Washington County and is in the Future Development–20 Acre (FD-20) zoning district. The site is within the Metro UGB and the Metro jurisdictional boundary. After annexation, the City will apply the R-7 and A-2 zoning districts as established by City Ordinance No. 2015-06.

The subject property is located within the Hillsboro School District (HSD), the Cornelius Parks and Recreation District, the Washington County Sheriff's Department District, and the City of Cornelius Water District. The property is planned to be annexed into the CWS Service District for sanitary sewer and stormwater services as part of this application.

The subject property is currently unimproved and contains farmland. The subject site contains portions of the 100-year floodplain of the Tualatin River along its western boundary. The property includes significant topographic variance or slopes greater than 10 percent. Existing vegetation includes an agricultural field, trees, and shrubs. The property is bordered by the Laurel Woods No. 9 Subdivision to the north, SW 345th Avenue to the east, agricultural uses to the south, and the Tualatin River to the west.

III. Applicable Review Criteria

CORNELIUS COMPREHENSIVE PLAN

Chapter II - Urbanization Element

Policy 4

In order to ensure orderly development in conformance with the Comprehensive Plan, the city adopts these policies for annexation:

- a. Annexation will be permitted if:
 - (1) The City is able to provide adequate services to the area, including sewer, water, administration, and fire protection. The new area can meet city standards for roads, sewers, water, and other services, and appropriate amendments to the City's Public Facilities Master Plans have been considered.

Response:

The Cornelius City Council adopted Ordinance No. 2015-06 on November 16, 2015, following neighborhood outreach and area concept planning. The City assessed the capacity of its existing public facilities relative to future potential growth in the southeast UGB area as part of the planning effort for Ordinance 2015-06. The Ordinance amended the City's various master plans to describe how various urban services will need to be provided to accommodate future growth in the southeast UGB area. Master plans that were amended to reflect the future development of the southeast UGB include the Parks Master Plan, the Sanitary Sewer System Master Plan, the Water System Master Plan, the Transportation System Plan, the Stormwater/Surface Drainage Master Plan, and Administrative and Fire Service plans. Amendments to these master plans are addressed and discussed in detail in Ordinance No. 2015-06 (Exhibit E).

The property included in this annexation application is a lot within the southeast UGB area that was examined as part of Ordinance 2015-06. The annexation is intended to allow the subject property to receive City services to facilitate the development of needed housing on the subject property. Ordinance No. 2015-06 indicated that City facilities were adequate to serve the subject property upon future annexation. Further information on service availability to the affected territory can be found in the Preliminary Service Availability Memo (Exhibit F). This provision is met.

(2) The proposed use of the area to be annexed conforms with the Comprehensive Plan, or has been Master Planned, including all adjacent and intervening properties. The City does not intend to support piecemeal annexations.

Response:

Exhibit A of Ordinance No. 2015-06 depicts the adopted Comprehensive Plan Map and Zoning Map designations for land in the southeast UGB area. As demonstrated by the Comprehensive Plan Map and Zoning Map, the subject property is to be designated R-7 and A-2 upon annexation into the City. An application for a zoning map amendment is planned to be submitted subsequent to this application to apply the R-7 and A-2 zoning designations to the subject site. The property is intended to provide needed housing and will conform to the Comprehensive Plan. This provision is met.

(3) A substantial portion of the area to be annexed is contiguous to the City and represents a logical direction for city expansion.

Response:

On April 1, 2014, the subject property was added to the Metro UGB with the signing of House Bill 4078. Because the subject property is currently located within the Metro UGB, and because the property was added to the UGB for the explicit purpose of accommodating regional urbanization in the near term, annexation of this site represents the region's first choice for local annexation and is therefore a logical selection for expansion of the City of Cornelius.

The subdivision north of the subject property (Laurel Woods No. 9) is located within the City boundary. Therefore, the subject property is contiguous to the City via its northern boundary.

CORNELIUS MUNICIPAL CODE

Chapter 18.125 - Amendment to the Zoning Ordinance

18.125.010 Procedure

(...)

- (C) Approval Criteria. The applicant shall demonstrate the request meets the following criteria:
 - (1) The proposal conforms with the city's comprehensive plan.

Response:

The subject property was added to the City's UGB through the Comprehensive Plan Amendment adopted by Ordinance No. 2015-06. The subject property is designated for residential use by the Comprehensive Plan and will be given R-7 and A-2 zoning designations following annexation. The annexation is necessary to develop the property with needed housing and provide City services to the subject property. This use conforms with the City's Comprehensive Plan; therefore, this criterion is met.

(2) The permitted uses of the proposed new zone will not materially and/or adversely affect the character of the neighborhood.

Response:

The subject site is located in a residential neighborhood on the edge of the UGB. The subject site is adjacent to a residential subdivision to the north (Laurel Woods No. 9) and is adjacent to rural/farm properties with single-family dwellings to the east and south. According to the Comprehensive Plan Map and Zoning Map, the subject property will be located in the R-7 and A-2 zoning districts following its annexation and subsequent required zoning map amendment. The subject property is intended to be improved with needed housing, which is a permitted use in the R-7 and A-2 zoning districts, and conforms with the overall character of the surrounding properties. Therefore, the permitted uses of the proposed new zone will not materially or adversely affect the character of the neighborhood, and this criterion is met.

(3) The proposal will place all property similarly situated in the area in the same zoning category or in appropriate complementary categories, without creating a "spot zone."

Response:

The area to be annexed includes one lot that is ± 7.60 acres in size. The subject property will receive R-7 and A-2 zoning designations following annexation into the City. As shown in the Comprehensive Plan Map and Zoning Map and established by Ordinance No. 2015-06, the adjacent subdivision to the north (Laurel Woods No. 9) was designated with R-7

and A-2 zoning after its annexation into the City. Therefore, the land use and zoning designation established in Ordinance No. 2015-06 applies to a relatively large tract of contiguous land and cannot be considered spot zoning.

(...)

- (E) Zoning of Annexed Areas. The provisions of this chapter regarding amendments to the ordinance codified in this title shall not apply to action authorized by this section, but the commission shall proceed promptly to recommend a comprehensive zoning plan for the area in accordance with the provisions of this chapter. In order to afford zoning protection to newly annexed areas prior to the time when a comprehensive zoning plan is adopted, interim zoning shall be established as follows:
 - (1) An area annexed to the city which is not zoned shall be automatically classified as an R-7 zone.
 - (2) Zoning regulations applicable to an area annexed to the city which is zoned by the county at the time of annexation shall continue to apply in accordance with ORS 227.310 unless, at the time of annexation or at a subsequent time, the council rezones the annexed area.

Response:

With the adoption of Ordinance No. 2015-06, the City amended its Comprehensive Plan to establish the land use and zoning regulations for the southeast UGB area. These criteria do not apply.

METRO CODE

Title III Planning

Chapter 3.09 Local Government Boundary Change

3.09.010 Purpose and Applicability

The purpose of this chapter is to carry out the provisions of ORS 268.347 to 268.354. This chapter applies to boundary changes within the boundaries of Metro or of urban reserves designated by Metro and any annexation of territory to the Metro boundary. Nothing in this chapter affects the jurisdiction of the Metro Council to amend the region's Urban Growth Boundary (UGB).

Response:

Chapter 3.09 of the Metro Code implements those ORS Sections 268.347 through 268.354 relating to boundary changes within a metropolitan service district. The criteria below fully implement the relevant State statutes. Therefore, the findings herein demonstrate that Metro and State annexation criteria are met.

(...)

3.09.040 Requirements for Petitions

- A. A petition for a boundary change must contain the following information:
 - 1. The jurisdiction of the reviewing entity to act on the petition;
 - 2. A map and a legal description of the affected territory in the form prescribed by the reviewing entity;
 - 3. For minor boundary changes, the names and mailing addresses of all persons owning property and all electors within the affected territory as shown in the records of the tax assessor and county clerk; and
 - 4. For boundary changes under ORS 198.855(3), 198.857, 222.125 or 222.170, statements of consent to the annexation signed by the requisite number of owners or electors.

B. A city, county and Metro may charge a fee to recover its reasonable costs to carry out its duties and responsibilities under this chapter.

Response:

The City is the reviewing entity that will act on this application. All necessary application forms and exhibits, as well as associated review fees, have been submitted with this application. A certified legal description and map of the affected territory are included in Exhibit D. The Certification of Landowners according to Washington County Tax Assessor and Clerk Records is included in Exhibit C. The Petition for Annexation of 100 percent of the property owners is included in Exhibit C, along with the names and mailing addresses of said property owners. These requirements are met.

3.09.045 Expedited Decisions

(...)

- D. To approve a boundary change through an expedited process, the city shall:
 - Find that the change is consistent with expressly applicable provisions in:
 - a. Any applicable urban service agreement adopted pursuant to ORS 195.065;
 - b. Any applicable annexation plan adopted pursuant to ORS 195.205;
 - c. Any applicable cooperative planning agreement adopted pursuant to ORS 195.020(2) between the affected entity and a necessary party;
 - d. Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services;
 - e. Any applicable comprehensive plan;
 - f. Any applicable concept plan; and

Response:

The planned annexation is consistent with the intergovernmental planning agreement between the jurisdictions of the City of Cornelius, Washington County, and Metro. The affected territory was included in the City's Comprehensive Plan Amendment, approved by Ordinance No. 2015-06, and the City's concept plan for the southeast UGB area. The City addressed future transportation and sanitary sewer needs in the area through the adoption of Ordinance No. 2015-06. Although the City of Cornelius Water District provides stormwater facilities and services to the subject property, the City has a contract with CWS for stormwater treatment. CWS availability for treatment of the affected territory was addressed as part of the Comprehensive Plan amendment. This application includes a concurrent annexation into the CWS district boundaries for provision of sanitary sewer services. These requirements are met as applicable.

- 2. Consider whether the boundary change would:
 - a. Promote the timely, orderly, and economic provision of public facilities and services;
 - b. Affect the quality and quantity of urban services; and
 - Eliminate or avoid unnecessary duplication of facilities or services.

Response:

The planned annexation would promote the timely, orderly, and economic provision of public facilities and services. The territory to be annexed is located within the southeast UGB area designated in the City's Comprehensive Plan and addressed in Ordinance No. 2015-06 and other implemented plans such as the City's Transportation System Plan. The property is contiguous to the City boundary and annexation of the property is integral to providing City services to the area. Future improvements to the site can and will affect the quality and quantity of urban services. The planned annexation will not create unnecessary duplication of facilities and services. The service districts that currently serve the site, including HSD and the Washington County Sheriff's Department District, will continue to do so after the annexation and further development of the property. Further information on service availability to the affected territory can be found in the Preliminary Service Availability Memo (Exhibit F). These requirements are met.

E. A city may not annex territory that lies outside the UGB, except it may annex a lot or parcel that lies partially within and partially outside the UGB.

Response:

The subject property to be annexed was part of a partition that divided a portion of the property lying outside of the UGB from the remainder that is inside the UGB. This partition was approved by County File No. L2300275-P and finalized by Plat No 2024-014 (Exhibit H). Therefore, the subject property is located within the southeast UGB area as designated by the City Comprehensive Plan and established by Ordinance No. 2015-06. This requirement is not applicable.

3.09.050 Hearing and Decision Requirements for Decisions Other Than Expedited Decisions

A. The following requirements for hearings on petitions operate in addition to requirements for boundary changes in ORS Chapters 198, 221 and 222 and the reviewing entity's charter, ordinances or resolutions.

Response:

This narrative and the accompanying exhibits respond to all state and local requirements pertaining to boundary changes. Additionally, Metro Code Chapter 3.09, Cornelius Comprehensive Plan Chapter II Policy 4, and Cornelius Development Code Chapter 18.125 implement the applicable annexation provisions from ORS Chapters 198, 221, and 222. This narrative demonstrates satisfaction with the applicable boundary change requirements.

- B. Not later than 15 days prior to the date set for a hearing the reviewing entity shall make available to the public a report that addresses the criteria identified in subsection (D) and includes the following information:
 - 1. The extent to which urban services are available to serve the affected territory, including any extra territorial extensions of service;

Response:

Urban services are available or will be made available to serve the annexed property to a level consistent with City standards. The provision of urban services is discussed in further detail in Ordinance No. 2015-06, which amended the City's Comprehensive Plan and assessed the availability of urban services in the southeast UGB area. Additional information on service availability to the affected territory can be found in the Preliminary Service Availability Memo (Exhibit F).

2. Whether the proposed boundary change will result in the withdrawal of the affected territory from the legal boundary of any necessary party; and

Response:

Metro Code Section 3.09.020 defines the term "affected territory" as a territory described in a petition. "Necessary party" is defined as any county, city, or district whose jurisdictional boundary or adopted urban service area includes any part of the affected territory or who provides any urban services to any portion of the affected territory, Metro, or any other unit of local government, as defined in ORS 190.003, that is a party to any agreement of provision of an urban service to the affected territory. The proposed annexation will withdraw ±7.60 acres of land from the current Washington County jurisdictional boundary. The legal description for the area planned for withdrawal is included in Exhibit D.

3. The proposed effective date of the boundary change.

Response: The Notice of Decision will indicate the proposed effective date of the boundary change.

C. The person or entity proposing the boundary change has the burden to demonstrate that the proposed boundary change meets the applicable criteria.

Response:

This application includes responses and the necessary exhibits that demonstrate compliance with all applicable boundary change criteria. This requirement is met.

D. To approve a boundary change, the reviewing entity shall apply the criteria and consider the factors set forth in subsections (D) and (E) of section 3.09.045.

Response:

Responses to Metro Code Sections 3.09.045 (D) and (E) are included above. This requirement is met.

IV. Conclusion

The required findings have been made and this written narrative and accompanying documentation demonstrate that the application is consistent with the applicable provisions of the City of Cornelius Municipal Code. The evidence in the record is substantial and supports approval of the application. Therefore, the Applicant respectfully requests that the City approve this application.



Exhibit A: Washington County Assessor's Map

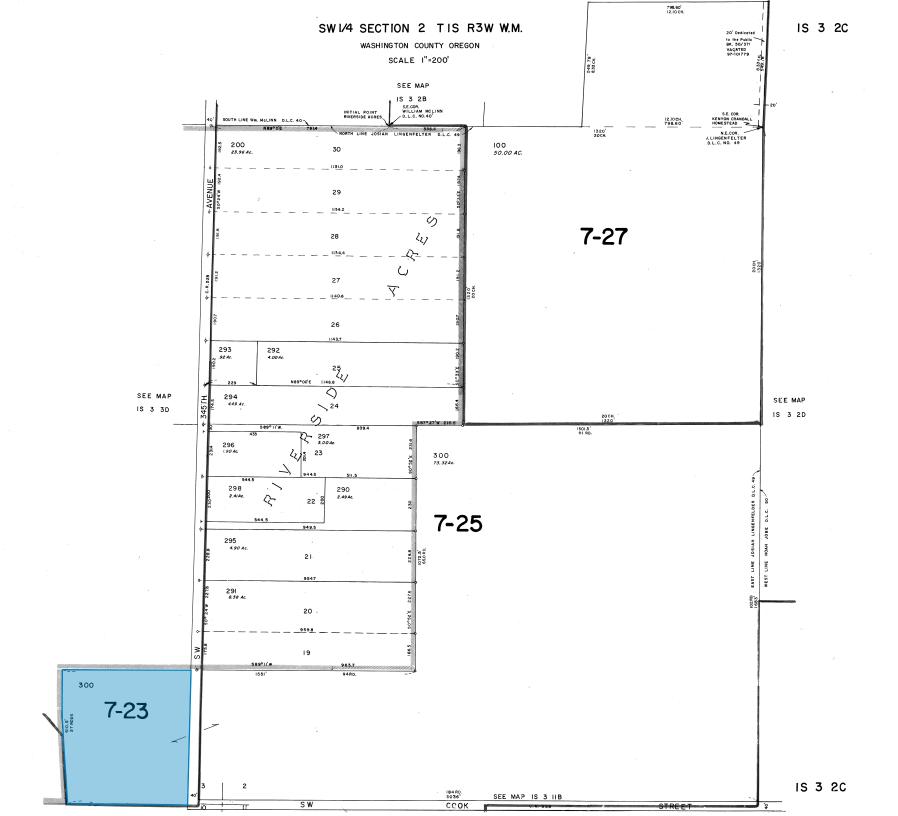




Exhibit B: Application Form

Land Use Application

Community Development

Located at 1300 S. Kodiak Circle, Cornelius, Oregon 97113 www.ci.cornelius.or.us

	OFFICIAL USE ONLY						
Date Received:	•	↓ File Number ↓					
Application Fee:							
	APPLICATION TYPE						
Type I – administrative review with ☐ Design Review I ☐ Land Partition—Final Plat	☐ Lot Line Adjustment	□ Ad	ministrative Relief				
☐ Other <i>please describe</i> :							
Type II – administrative review with ☐ Design Review II	n public notice ☐ Land Partition—Preliminary Plat	□ Sul	odivision—Preliminary Plat				
☐ Other <i>please describe</i> :							
Type III – public hearing(s) required with public notice □ Design Review III □ Conditional Use Permit □ Planned Unit Development □ Comprehensive Plan Amendment □ Zone Map Amendment □ Zone Text Amendment □ Annexation □ ROW/Easement Vacation □ Subdivision—Preliminary Plat							
☐ Other <i>please describe</i> :			Applicant's Consultant:				
	APPLICANT INFORMATION		Melissa Slotemaker, AICP 12965 SW Herman Road, Ste. 100				
Name: The Holt Group, Inc.	DocuSigned by:		Tualatin, OR 97062 (503)-563-6151				
Mail Address: 1301 SE Tech Cente	r Drive, Suite 150, Vancouver, VVA 9868	5 3	slotemakerm@aks-eng.com				
Phone: Consultant Fa Mike Loomis, Authorized Signer, By: H	Please contact Applicant's x: Consultant E-mail: Please tolt Holdings OR, LLC, By: Holt Group Holding	contact A	pplicant's Consultant Its: Sole Member				
	PROPERTY OWNER INFORMATION	by:					
Name: Hering Family Joint Trus	AGRECOACIR	ring					
Mail Address: 34005 SW Cook Ro Please contact Applicant's Phone: Consultant Fa	pad, Hillsboro, OR 97123 Please contact Applicant's		pplicant's Consultant				
	SUBJECT SITE INFORMATION						
Property Address: 34005 SW Co	ok Road, Hillsboro, OR 97123						
Map & Tax Lot Number(s): Map 1S30	02C, that portion of Tax Lot 300 lying	g west	of SW 345th Avenue				
Current Zoning: FD-20	Total Size of Site: ±7.	60 acre	es				
Existing Use: Agriculture							
Proposed Use: Residential subdiv	vision (following annexation)						



Exhibit C: Certification of Landowners and Petition for Annexation by 100% of the Property Owners

CERTIFICATION OF LAND OWNERS

ORS 198.855(3) If the annexation petition is signed by all of the owners of all land in the territory proposed to be annexed or is signed by a majority of the electors registered in the territory proposed to be annexed and by the owners of more than half of the land in the territory, an election in the territory and district shall be dispensed with. After the hearing on the petition, if the county board approves the petition as presented or as modified or, if an election is held, if the electors approve the annexation, the county board shall enter an order describing the boundaries of the territory annexed and declaring it annexed to the district (https://www.oregonlaws.org/ors/198.855)

Petition signed by all landowners (100%)

I hereby certify that the attached petition for a proposed boundary change involving the territory described in the petition contains the names of the owners* of all land in the territory proposed to be annexed within the area described in the petition, as shown on the last available complete assessment roll.

NAME	TED	FOSTER	
TITLE	GIS	TECH	
DEPART	MENT (CARTO GRAPHY	
	- 7	SHINGTON	
DATE	5/30	0/24	

*"Landowner" or "owner of land" means any person shown as the owner of land on the last available assessment roll; however, where such person no longer holds the title to the property, then the terms mean any person entitled to be shown as owner of land on the next assessment roll; or, where land is subject to a written agreement of sale, the terms mean any person shown in the agreement as purchaser to the exclusion of the seller; and the terms include any public agency owning land.

BY_____

MAY 3 0 2024

WASHINGTON COUNTY A & T

PETITION FOR ANNEXATION TO THE CITY OF CORNELIUS, OREGON

TO: The Council of the City of Cornelius, Oregon

We, the undersigned property owners of and/or registered voters in the area described below, hereby petition for, and give our consent to, annexation of the area to the City of Cornelius.

			I am a:*						
Signature	Printed Name	РО	RV	ov	Address	Тах Мар	Tax Lot	Precinct No.	Date
Docusigned by: Eally Staring 488009408-1140/	кепту негіпд on behalf of Hering Family Joint Trust	х			34005 SW Cook Road, Hillsboro, OR 97123	1S302C	That portion of Tax Lot 300 lying west of SW 345 th Avenue	346	5/24/2024

^{*}PO = Property Owner

RV = Registered Voter

OV = Owner Voter



Exhibit D: Certification of Legal Description and Map of Annexation Area

CERTIFICATION OF LEGAL DESCRIPTION AND MAP

I hereby certify that the description o	f the property included within the attached
petition (located on Assessor's Map	15302C) has been checked
by me and it is a true and exact desc	cription of the property under consideration,
and the description corresponds to the	ne attached map indicating the property
under consideration.	
NAME	TED FOSTER GIS TECH
TITLE	GIS TECH
	MENT_CAREGRAPHY
COUNTY	OF WASHINGTON
DATE	5/30/24
	ANNEXATION CERTIFIED
	BY
	MAY 3 0 2024
	WASHINGTON COUNTY A & T CARTOGRAPHY



AKS ENGINEERING & FORESTRY

12965 SW Herman Road, Suite 100, Tualatin, OR 97062 P: (503) 563-6151 F: (503) 563-6152 AKS Job #5669

EXHIBIT A

City of Cornelius Annexation

A tract of land located in the Southeast One-Quarter of Section 3, Township 1 South, Range 3 West, Willamette Meridian, Washington County, Oregon, and being more particularly described as follows:

Beginning at the southeast corner of Lot 709 of the plat of "Laurel Woods No. 9" also being on the westerly right-of-way line of SW 345th Avenue (20.00 feet from centerline); thence along said westerly right-of-way line, South 02°49'41" West 593.39 feet to south line of said Section 3; thence along said south line, North 88°02'22" West 532.99 feet to the southeast corner of Tract 'JJ' of the Plat of "Laurel Woods No. 8", also being on the City of Cornelius City Limits line; thence along the easterly line of said Tract 'JJ' on said City Limits line, North 02°56'15" West 380.16 feet to an angle point; thence continuing along said easterly line and said City Limits line, North 01°43'06" East 211.26 feet to an angle point; thence along the south lines of the Plats of "Laurel Woods No. 8" and "Laurel Woods No. 9", and said City Limits line, South 88°22'02" East 575.33 feet to the Point of Beginning.

The above described tract of land contains 7.60 acres, more or less.

REGISTERED PROFESSIONAL LAND SURVEYOR

when

OREGON
JANUARY 12, 2016
MICHAEL S. KALINA
89558PLS
RENEWS: 6/30/25

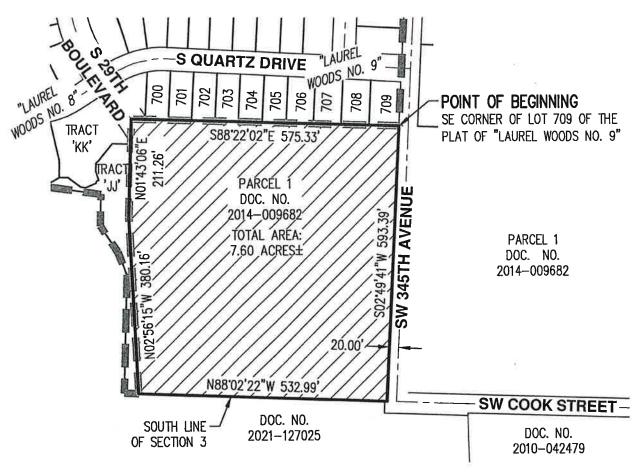
ANNE ATON CERTIFIED

MAY 3 0 2024

WASHINGTON COUNTY A & T CARTOGRAPHY

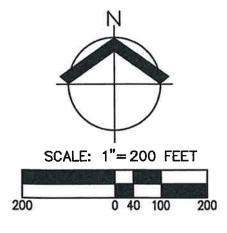
EXHIBIT B

A TRACT OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON



LEGEND

CITY OF CORNELIUS CITY LIMITS LINE



5/16/2024 REGISTERED PROFESSIONAL AND SURVEYOR

OREGON JANUARY 12, 2016 MICHAEL S. KALINA 89558PLS RENEWS: 6/30/25

ANNEXATION CERTIFIED

MAY 3 0 2024

WASHINGTON COUNTY A & T CARTOGRAPHY

AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD, STE 100 TUALATIN, OR 97062 503.563.6151 WWW.AKS-ENG.COM



CITY OF CORNELIUS **ANNEXATION**

DATE:	
DRWN: KLH	CHKD: MSK
AKS JOB:	EXHIBIT
5669	В



Exhibit E: City of Cornelius Ordinance No. 2015-06

ORDINANCE NO. 2015-06 CORNELIUS, OREGON

AN ORDINANCE AMENDING THE CITY OF CORNELIUS COMPREHENSIVE PLAN TO IDENTIFY PUBLIC IMPROVEMENTS NECESSARY TO ALLOW FOR URBANIZATION AND ESTABLISHING THE COMPREHENSIVE PLAN DESIGNATION FOR LANDS ADDED TO THE SOUTHEAST URBAN GROWTH BOUNDARY IN 2014

FINDINGS:

- 1. On April 1st, 2014 approximately 345 acres of land was added to the Metro Urban Growth Boundary for the benefit of the City of Cornelius.
- 2. Prior to allowing land within the Urban Growth Boundary to annex into the City of Cornelius the City must demonstrate how utilities and services can be provided.
- 3. The State of Oregon acknowledged the City of Cornelius Comprehensive Plan on July 3rd 1978 after its adoption via Ordinance 500.
- 4. The City of Cornelius Water Master Plan (a component of the Comprehensive Plan) was deemed acknowledged on March 1st 2004 via the adoption of Ordinance 846.
- 5. The City of Cornelius Sanitary Sewer System Master Plan (a component of the Comprehensive Plan) was deemed acknowledged on September 20th, 2004 via the adoption of Ordinance 853.
- 6. The City of Cornelius Transportation System Plan (a component of the Comprehensive Plan) was deemed acknowledged on June 20th 2005 via the adoption of Ordinance 860.
- 7. The City of Cornelius Parks Master Plan (a component of the Comprehensive Plan) was deemed acknowledged on November 2nd, 2009 via the adoption of Ordinance 911.
- 8. The City desires to adopt comprehensive plan designations to guide the rezoning of property during the annexation process.
- The City desires to amend the City of Cornelius Comprehensive Plan and supporting plans to identify future improvements necessary to serve the area of land added to the Northeast Urban Growth Boundary.
- 10. The City has analyzed the utility needs of the expanded Urban Growth Boundary and has identified public improvements necessary to support urbanization and is amending the Comprehensive Plan to include those improvements.
- 11. The City has analyzed the Transportation System within the community consistent with The Oregon Transportation Planning Rule and concluded that additional improvements are necessary beyond those currently planned for the future and identified within the Comprehensive Plan.
- 12. The City has examined the Parks and Open Space needs of the community relative to the Urban Growth Boundary expansion and has proposed specific amendments to the Parks Master Plan to reflect the need for additional parks facilities.
- 13. The 2014 Urban Growth Boundary Findings and Summary dated October 5, 2015 is incorporated via reference as findings in support of this ordinance.

NOW THEREFORE, BASED ON THE FOREGOING, THE CITY OF CORNELIUS ORDAINS AS FOLLOWS:

- Section 1. The City of Cornelius Comprehensive Plan Map is amended as outlined in Exhibit A
- Section 2. The City of Cornelius Parks Master Plan, Appendix G of the Comprehensive Plan is amended as outlined in Exhibit B.
- Section 3. The City of Cornelius Sanitary Sewer System Master Plan, Appendix H of the Comprehensive Plan is amended as outlined in Exhibit C
- Section 4. The City of Cornelius Water Master Plan, Appendix I of the Comprehensive Plan is amended as outlined in Exhibit D.
- Section 5. The City of Cornelius Transportation System Plan, Appendix M of the Comprehensive Plan is amended as outlined in Exhibit E.
- Section 6. The City of Cornelius Storm Drainage/Surface Water Management Master Plan, Appendix H of the Comprehensive Plan is amended as outlined in Exhibit F.
- Section 7. Prior to annexation of land within the SE UGB each applicant shall complete a wetland determination of the property.
- Section 8. Land annexed into the City shall have a Natural Resource Overlay Zone applied and be subject to applicable provisions of the Cornelius City Code for those areas that contain wetlands and/or are within the vegetated corridor of the Tualatin River.
- Section 9. Upon adoption by the Cornelius City Council, this ordinance shall take effect in 30 days.

PRESENTED AND ADOPTED this day of	, 2015.
	City of Cornelius, Oregon
	By:
ATTEST:	
By: Debby Roth, MMC, City Recorder-Treasurer	

Exhibit A

Comprehensive Plan Map Amendments

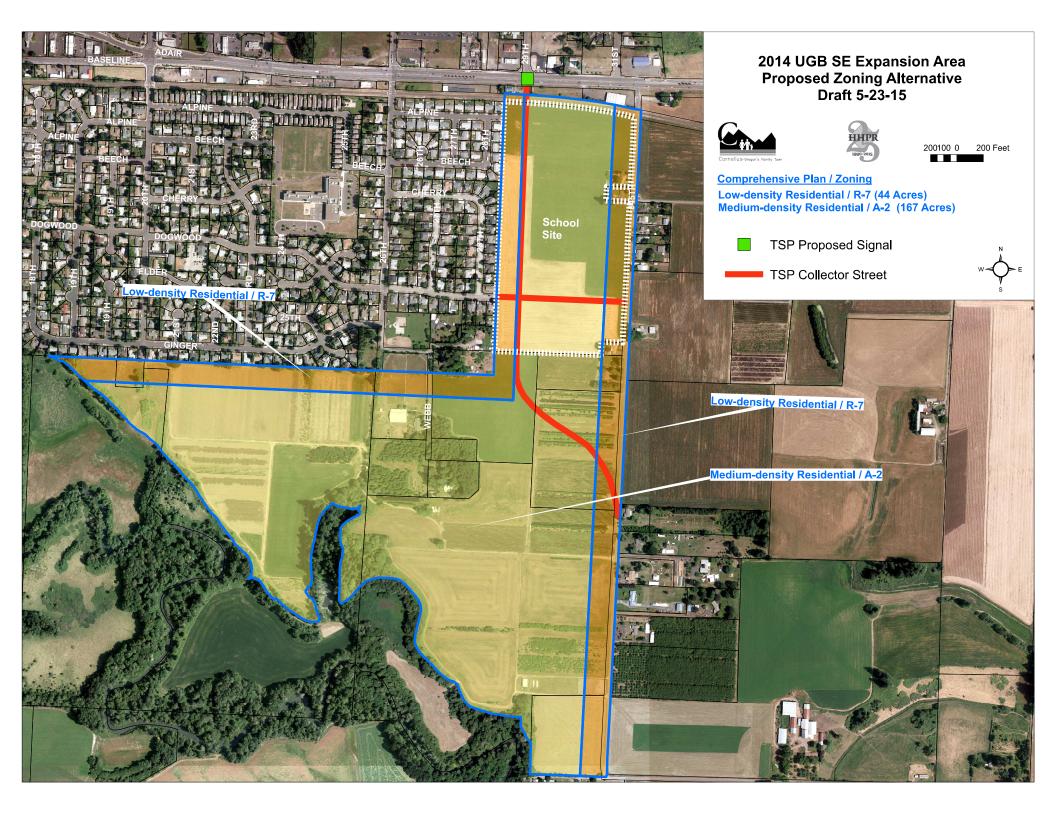


Exhibit B

Amendments to the City of Cornelius Parks Master Plan (Appendix G)

Amendments to 2009 Parks Master Plan:

Staff is recommending that the City of Cornelius Parks Master Plan be amended as set forth below:

- 1. Remove the portion of the proposed trail along the Council Creek corridor that coincides with private land ownership as show on attached Map 6.
- 2. Include the following improvements identified in Council Creek Master Plan as components of the City of Cornelius Parks Master Plan
 - a. The proposed east-west trail alignment along the northern railroad right-of-way as shown on Council Creek Regional Trail Master Plan Segment 5 Jobes Ditch
 - b. The proposed North-South trail alignment following 29th Avenue as shown on Council Creek Regional Trail Master Plan Segment 5 Jobes Ditch
 - c. Include Trailhead Locations as shown on Council Creek Regional Trail Master Plan Segment 5 Jobes Ditch
 - d. Include trail design cross sections as shown on the attached excerpt of the Council Creek Trail Master Plan.
- 3. Change the planned Community Park in the NE area (CP-1) to a Neighborhood Park (NP)

Exhibit C

Amendments to the City of Cornelius Sanitary Sewer Master Plan (Appendix H)



TECHNICAL MEMORANDUM

Date: August 10, 2015

To: Michael Cerbone, Community Development Director, City of Cornelius

Terry Keyes, City Engineer, City of Cornelius

From: Ken Condit, PE, through Keith Jones, AICP

Project: City of Cornelius Comprehensive Plan Amendment –

Urban Growth Boundary Expansion Areas

Subject: Conceptual Analysis of Wastewater Facilities Extensions

A. EXECUTIVE SUMMARY – KEY FINDINGS

1. Southeast Urban Growth Boundary Expansion Area

- a. The extension of sewer service to the Southeast Urban Growth Boundary (UGB) Expansion Area (South Area) will require a pump station and force main.
- b. A central location for the South-Area pump station appears feasible and offers the most flexibility in developing the layout of the future South-Area collector sewers.
- c. It is preferable to have the wastewater (WW) generated by the new school in the northeast portion of the South Area conveyed by gravity to the new pump station serving the South Area.
- d. Under this concept, only the northwest portion of the South Area will be served by direct, gravity flow to the City's existing sewer system.
- e. The WW generated in the South Area will be conveyed to the City's existing South Trunk Sewer under Ginger Street. The preferred point of connection to the South Trunk is at 20th Avenue and Ginger.

2. South Trunk Sewer Upgrade

- a. Our analysis confirms that the upper reaches of the South Trunk must be increased in size to handle existing and projected peak flows. These sewer reaches extend from Heather Street, through Free Orchards Park to Emerald Loop, and east along Ginger to 23rd Avenue.
- b. Within the scope of this study, we have identified 3,005 linear feet of the South Trunk that needs to be increased in size. The scope of our analysis excluded the South Trunk reaches downstream of Heather.

3. Northeast Urban Growth Boundary Expansion Area

- a. A conceptual sewer layout has been developed for the Northeast Urban Growth Boundary Expansion Area (North Area) to show the feasibility of extending gravity sewer service to the area.
- b. The conceptual layout divides the North Area into four sewer sub-basins that would convey WW to the existing North-South Trunk Sewer and/or the existing Council Creek Trunk Sewer.

B. INTRODUCTION

This technical memorandum describes the results of the analysis we performed to address sanitary sewer service extensions into the areas covered by the recent UGB expansion. The analysis was performed as part of the Comprehensive Planning process that is required for lands within the UGB.

Planning-level concepts have been developed to document the feasibility of providing WW facilities in the UGB expansion areas and connecting these facilities to the existing WW infrastructure. The projected impacts of connecting these service extensions to the City's existing sewer system have also been identified.

Clean Water Services (CWS) will need to conduct a separate facilities planning process to address the projected impacts on downstream WW components owned by that agency.

C. SOUTHEAST UGB EXPANSION AREA SERVICE CONCEPT

1. General Concept

- a. The sewer service concept for the South Area assumes future developments will generally follow existing local topography.
- b. Due to the general topography (sloping down toward the river), most of the South Area cannot be served by gravity sewers that would be tributary to the City's existing sewer system. Therefore, gravity sewers for the South Area will need to be tributary to a future South Cornelius Pump Station (SCPS).
- c. The force main for the SCPS will discharge WW into the City's existing South Trunk sewer located under Ginger Street (see Item 5 below for discharge options).
- d. The alignments of future South-Area gravity sewers and the SCPS force main will be affected by development patterns. Alignments shown in our conceptual layout are provided for illustration purposes.

2. Projected WW Production

- a. Projected Build-Out Development:
 - Projected Residential 1,200 DU
 - Projected Institutional (High School) 2,500 Students
 - Projected Commercial & Industrial None
- b. CWS Flow Criteria from West Basin Facilities Plan (Carollo, 2012) and other CWS input:
 - Average Residential Occupancy 2.6 People/Dwelling Unit (DU)
 - Average Per Capita WW Flow 67 Gallons per Capita/Day
 - I/I contributions from future developments on currently undeveloped land:
 - ➤ Near-term I/I Contribution Factor (25 years for PS planning) 1,650 gpd/acre (gpad)
 - ➤ Long-term I/I Contribution Factor (50 years for sewer planning) 4,000 gpad
- c. Projected Average Dry-Weather WW Flows at Build-Out.
 - Projected Build-Out Population 3,120 People
 - Projected Average WW Production 209,000 Gallons per Day (gpd)
 - Projected Institutional (High School) 30,000 gpd (12 gpd/student)
 - Projected Total Average WW Flow 239,000 gpd
- d. Projected Peak Build-Out WW Flows.
 - Estimated Peaking Factor 3.0 (Peak-to-Average Flow Ratio)
 - Projected Peak WW Contribution 720,000 gpd
 - Peak Infiltration/Inflow Allowances
 - ➤ Near-term I/I Contribution 297,000 gpd (1,650 gpad x 180 net acres)
 - ➤ Long-term I/I Contribution 720,000 gpd (4,000 gpad x 180 net acres)
 - ➤ Net acreage excludes low-lying land along southerly boundary of South Area and half of school site that is assumed to be playing fields.
 - Projected Peak Flow
 - Near-term (25-year) Planning for PS Capacity -1,020,0000 gpd ≈ 710 gallons per minute (gpm)
 - ► Long-term (50-year) Planning for Sewer Capacity -1,440,0000 gpd $\approx 1,000$ gpm

3. South Cornelius Pump Station

- a. Concept-Level PS Capacity 750 gpm (Preliminary Projection for Build-Out and Near-term I/I).
- b. Approximate Minimum Elevation for Development 156-160 feet
- c. Approximate PS Floor Level (Top of Wetwell) Elevation 154-158 feet
- d. Approximate Sewer Inverts at Wetwell Elevation 140-142 feet
- e. Potential PS Sites Identified for Planning (see Exhibit 1)
 - Site 1 Central Location near swale south of 26th Avenue
 - Site 2 SE Location between 345th Avenue and Tualatin River
 - Site 3 SW Location near swale outlet to river
- f. Site 1 is identified as the preferred site for planning purposes.
 - The more centralized site offers more flexibility in developing the tributary gravity sewers.
 - The central site helps to limit the maximum depth of the tributary gravity sewers.
 - The other two sites would probably require a lower inlet invert at the PS wetwell.

4. School Site Service Options

- a. Sewer service to the school can be extended from the new South-Area collection system or potentially from the existing City sewer system to the west (see Exhibit 1).
- b. Gravity Flow South: This option would have WW from the school conveyed by gravity into the sewer system for the South Area tributary to the future SCPS.
- c. Gravity Flow West:
 - This option would have WW from the school conveyed by gravity into the City's sewer system at the
 east end of existing Dogwood Street.
 - Flows through the Dogwood sewer eventually reach the South Trunk Sewer at 23rd Avenue.
 - The ability to serve the school site from Dogwood would depend on the actual location and elevation of the school, as well as the elevation, capacity and accessibility of the existing sewer in Dogwood.
- d. For planning purposes we show the school being served by the future South-Area sewers and SCPS. The reasons for this assumption are described below.
 - This approach provides a more conservative projection for the PS capacity.
 - There are concerns about accessibility for maintenance if sewer service were extended from Dogwood.
 - Because the WW contribution from the school is a small portion of the overall South-Area WW flow, future impacts on the existing South Trunk Sewer would likely be similar for either option.

5. South-Area Connection to City's Existing Sewer System

- a. South-Area WW can be discharged into the existing South Trunk Sewer at either 20th Avenue or Webb/26th Avenue (see Exhibit 1)
- b. It is preferable to connect to the South Trunk Sewer at 20th Avenue because that is further downstream and will not impact the existing pipe between 26th and 20th.
- c. The force main from the SCPS can discharge to a gravity sewer in the South Area that will extend west and then north to the intersection of Ginger and 20th as shown in Exhibit 1. Based on the preliminary projection for the SCPS capacity and minimum sewer slope, this South-Area outlet sewer will need to be 12 inches in diameter.

6. Assumptions for Conceptual Layout

- a. The layout assumes the gravity sewers tributary to the SCPS would be 8 inches in diameter with a minimum slope of 0.5%.
- b. The layout assumes a minimum depth to the sewer invert of about 6 feet.

D. IMPACT OF SOUTH AREA ON EXISTING SYSTEM

1. Scope

Our study of downstream impacts from the South Area was limited to an analysis of the effect the projected peak hourly flow from projected development will have on an upper reach of the existing South Trunk Sewer. This section of the existing sewer extends under Ginger Street, Emerald Loop and the Free Orchards City Park to Heather Street, near 15th Avenue (see Exhibit 1).

2. Background

The 2012 CWS West Basin Facilities Plan (WBFP) previously identified capacity deficiencies in most of the South Trunk Sewer and recommended replacement of about 3,800 feet of this upper reach with larger pipe sizes.

3. Purpose

The purpose of our impact analysis is to provide updated recommendations for pipe replacements. The update is based on the peak flow projections we generated from the current land-use plan for the South Area (see Section C above) and more-recent information on I/I contributions provided by CWS.

4. South Trunk Field Survey

A field survey was performed of the manholes along the upper reach of the South Trunk from Heather Street to 26th Avenue. This survey established current data for existing pipe sizes, invert elevations and manhole rim elevations that were used to generate an updated model of this upper reach. The data is shown in Appendix A.

5. South Trunk Analysis

- a. We evaluated the upper reach of the South Trunk by applying estimates of peak WW and infiltration/inflow contributions from currently developed areas and applying the projected near-term and long-term SCPS flow capacities at the preferred discharge point.
- b. We generated flow estimates from existing, tributary developments using criteria for WW generation listed in the WBFP and updated I/I criteria supplied by CWS. These estimates assume no redevelopment will occur in the tributary areas to significantly increase WW flows.
- c. Breakdowns of the estimated flows into the South Trunk are listed in Table 1 (following page) and shown in Exhibit 2. The projected peak WW flows from developed areas are similar to the WBFP, but do not coincide exactly. The projected I/I contributions are lower than the WBFP because CWS identified a lower, per-acre I/I contribution based on more-recent flow data the agency obtained for the South Trunk sub-basin.

6. Results of Analysis

The pipe replacements identified in our planning-level analysis of the South Trunk are listed in Table 2 (following page). The results of our analysis are further described in the following paragraphs.

a. Our results generally coincide with the recommendations of the WBFP from Heather (MH #20045) upstream to 20th and Ginger (MH #20034). An 18-inch sewer pipe is needed to convey projected peak flows through these segments for both the near-term and long-term I/I contributions from the South Area.

The 18-inch pipe size assumes the existing, inverted siphons in Free Orchards Park will be replaced with straight, gravity sewers that will be laid aboveground across the low-lying swales. These sewers will need to be supported from pedestrian boardwalks or similar structures through these locations.

Pipe bursting could potentially be used to replace the existing buried 12-inch sewer with an 18-inch pipe. However, the existing South Trunk has a fairly shallow depth of burial under Emerald Loop and where Ginger transitions to 18th Avenue. Consequently, surface heaving could be a major concern with pipe bursting in this stretch. Installation methods will need to be further addressed at a later stage of project development.

b. Our analysis indicates a 12-inch pipe is needed for the pipe reach in Ginger between 20th and 23rd Avenues based on the average slope. This conclusion contrasts with the WBFP recommendation for a 15-inch pipe along this reach. The difference may result from the lower I/I contribution provided by CWS and a shift of the South-Area sewer connection further downstream along the South Trunk.

It should be noted our survey of the MHs along the South Trunk shows one sewer length in this reach, between MHs #20031 and #20032, has a very mild slope of 0.07%. If this pipe were replaced through pipe bursting, it would continue to have a mild slope, which would reduce the pipe capacity and could promote solids deposition. This issue will need to be considered when evaluating installation methods for this reach.

Table 1 South Trunk Sewer - Projected Flow Contributions

SFR Land Use Factor = 1,200.0 gpad for existing developments (WBFP, TM 2.3, Table 2)

Peaking Factor = 3.0 (multiplier applied to residential flow)

Avg. I/I Contribution = 5,150.0 gpad avg. for Basin FG-6 (CWS Input - July 2015)

	Inlet		Flows from Currently Developed Areas (gpm) Future SCPS Flow (gpm)						Cumulative 2	Flows (gpm)
Area	MH#	Acreage	Base WW	Peak WW	Peak I/I	Total Peak	Near Term	Long Term	Near Term	Long Term
1	22461	20	17	50	72	122	0	0	122	122
2	20030	85	74	223	304	527	0	0	649	649
3	20034	20	17	50	72	122	750	1,000	1,521	1,771
4	20036	55	46	138	197	335	0	0	1,856	2,106
5	20043	8	7	20	29	49	0	0	1,905	2,155
	188 160 481 672 1,155 750 1,000		1,905	2,155						
									2.75 MGD	3.10 MGD

Table 2
South Trunk Sewer - Probable Requirements for Pipe Replacements

Pipe	Upstrm	Dnstrm		Existing Size	Proposed Size	Reach	Approx. Avg.	Pipe Capacity
Reach	MH#	MH#	Location	(in.)	(in.)	Length (ft)	Slope	(gpm) ***
1	20030	20034	23th-20th Ave.	10	12	825	0.25%	775
2	20034	20036	20th-19th Ave.	12	18	510	0.15%	1,780
3	20036	20040	19th Ave-Emerald	12	18	805	0.22%	2,150
4	20040	20043	Emerald-Fawn **	6, 10 & 12	18	420	0.28%	2,425
5	20043	20045	Fawn-Heather **	6 & 10	18	445	0.34%	2,675

Total Length - 3,005 Linear Feet

12" Pipe - 825 Linear Feet

18" Pipe - 2,180 Linear Feet

E. NORTH EXPANSION AREA SERVICE CONCEPT

1. General Concept:

- a. The conceptual sewer layout would provide gravity service to the North Area. The layout is shown in Exhibit 3.
- b. The sewer layout is generally based on current development patterns (layout of lots, streets & railroad) with most sewers following an existing R-O-W.
- c. The gravity sewers would be divided into four separate sub-basins: Northwest, Northeast, Southwest and Southeast.
- d. All four sub-basins would be tributary to the Clean Water Services' Council Creek Trunk Sewer.

2. Projected WW Production

- a. Projected Build-Out Development:
 - Projected Residential 480 DU
 - Projected Commercial 6 acres
 - Projected Industrial & Institutional None
- b. CWS Flow Criteria from West Basin Facilities Plan (Carollo, 2012) and other CWS input:
 - Average Residential Occupancy 2.6 People/Dwelling Unit (DU)
 - Average Per Capita WW Flow 67 Gallons per Capita/Day
 - Average flow contribution from commercial land 1,000 gpd/acre (gpad)
 - Long-term I/I contribution from currently undeveloped land 4,000 gpd/acre (gpad)
- c. Projected Average Dry-Weather WW Flows at Build-Out.
 - Projected Build-Out Population 1,250 People
 - Projected Residential –83,620 Gallons per Day (gpd)
 - Projected Commercial 6,000 gpd
 - Projected Total Average WW Flow 89,620 gpd
- d. Projected Peak Build-Out WW Flows.
 - Estimated Peaking Factor 4.0 (Peak-to-Average Flow Ratio)
 - Projected Peak WW Contribution 358,500 gpd
 - Peak Infiltration/Inflow Allowance 300,000 gpd (4,000 gpad x 75 net acres)
 - Projected Peak Flow 660,000 gpd ≈ 460 gallons per minute (gpm)

3. Sewer Drainage Pattern

- a. NW Sub-basin
 - This sub-basin would drain to the west along the existing ODOT railroad R-O-W.
 - WW flows would discharge into an existing sewer that extends down from the Trailer Park to the existing North-South Trunk Sewer.
 - The east boundary of the NW sub-basin is limited by a highpoint in the RR line between 338th and 341st Avenues. East of this point the RR grade slopes down to Dairy Creek.

b. NE Sub-basin

- This sub-basin would serve areas that generally slope to the north and east toward Council Creek or Dairy Creek.
- WW flows would discharge through a gravity sewer extending across the RR line and north along 334th Avenue to the existing Council Creek Trunk Sewer.

c. SW Sub-basin

- This sub-basin would generally drain west to the existing sewer along East Lane just north of Baseline Street. The service concept is laid out to minimize the amount of area served by the SW Sub-basin due to constraints posed by existing utilities in the Baseline R-O-W.
- The existing sewer extending along Baseline is on the south side of the R-O-W. Gravity sewer service from the area north of Baseline is prevented from discharging into this existing sewer by the 72-inch water transmission main under the north side of Baseline.
- Existing utilities along the north side of the Baseline R-O-W limit the space that would be available for a new parallel sewer on the north side of Baseline.
- The mobile home park on East and West Lanes is currently served by existing gravity sewers.

d. SE Sub-basin

- This Sub-basin would serve a small area on the south side of Baseline, east of the current City limit.
- The area would be served by an extension of the existing 8-inch sewer that extends along the south side of Baseline. The Baseline sewer discharges into the north-south trunk sewer.

4. Approximate Peak WW Flow Distribution to Existing Trunk Sewers

- a. Approximate flow to N-S Trunk (NW, SW & SE Sub-basins) 290,000 gpd (60%)
- b. Approximate flow directly to Council Creek Trunk (NE Sub-basin) 195,000 gpd (40%)

5. Assumptions for Conceptual Layout

- a. The layout assumes gravity sewers would be 8 inches in diameter with a minimum slope of 0.5%.
- b. The layout assumes a minimum depth to the sewer invert of 6 feet and a maximum depth of about 15 feet.

F. IMPACT OF NORTH AREA ON EXISTING SYSTEM

1. City's Baseline Street Sewer

A small amount of additional WW from projected commercial development in the SE Sub-basin will discharge into the City's existing sewer along the south side of Baseline. This projected WW contribution will be too minor to impact the existing sewer system.

2. North-South Trunk Sewer

The conceptual layout for the North Area would convey projected flows from the NW and SW Sub-basins into the existing CWS North-South Trunk Sewer. CWS records show this line extending from East Lane, just north of Baseline, up to the Council Creek Trunk Sewer. These records also show the line as an 8-inch pipe with most sections between manholes laid at a slope of 0.4%. The North-South Trunk sewer currently receives flows from collector sewers in Baseline and two other City collector sewers north of Baseline.

If future development is evenly distributed throughout the North Area, the NW and SW Sub-basins could carry more than half the projected flows. Since an 8-inch pipe with a 0.4% slope has a capacity of about 0.5 MGD before surcharging, future flows from the NW and SW Sub-basins could surcharge the line. Future CWS facilities planning efforts will need to model the line to verify whether the North-South Trunk will be adequate.

3. Council Creek Trunk Sewer

The sewer service concept for the North Area results in all future WW flows generated in the area being conveyed to the Council Creek Trunk Sewer. The NE Sub-basin will drain directly to this line and the other sub-basins will be conveyed to this line through the North-South Trunk Sewer.

CWS records show the Council Creek line as a 42-inch pipe between the North-South Trunk and 334th Avenue. This existing 42-inch pipe line would need to be at or very near capacity to be impacted at all by the projected WW flows from the North Area. Future CWS modeling of this line will need to address the potential for any impacts from the North Area.

G. ORDER-OF-MAGNITUDE ESTIMATE OF PROBABLE COST

As part of the comprehensive planning process, we developed estimates of the probable project costs for the SCPS, the associated PS force main and downstream South-Area gravity sewer, and the South Trunk Sewer replacements. We used cost information presented in the WBFP as the basis for the estimates and then applied an inflation factor based on the 20-City Average Construction Cost Index (CCI) published by Engineering News Record (ENR).

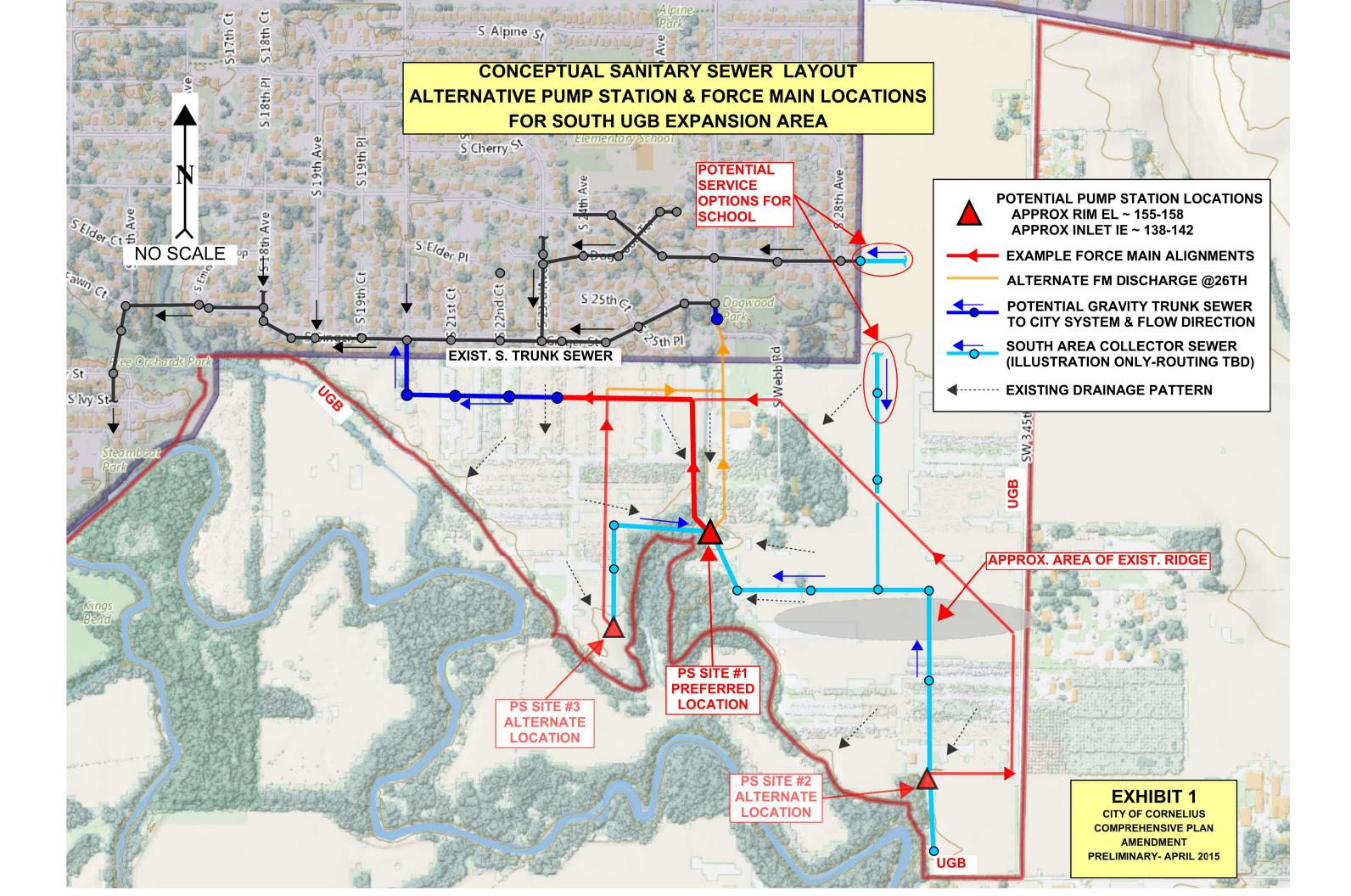
The probable project costs include a 30% allowance for construction contingencies and a 35% allowance for non-construction costs (engineering, environmental and legal services and project administration).

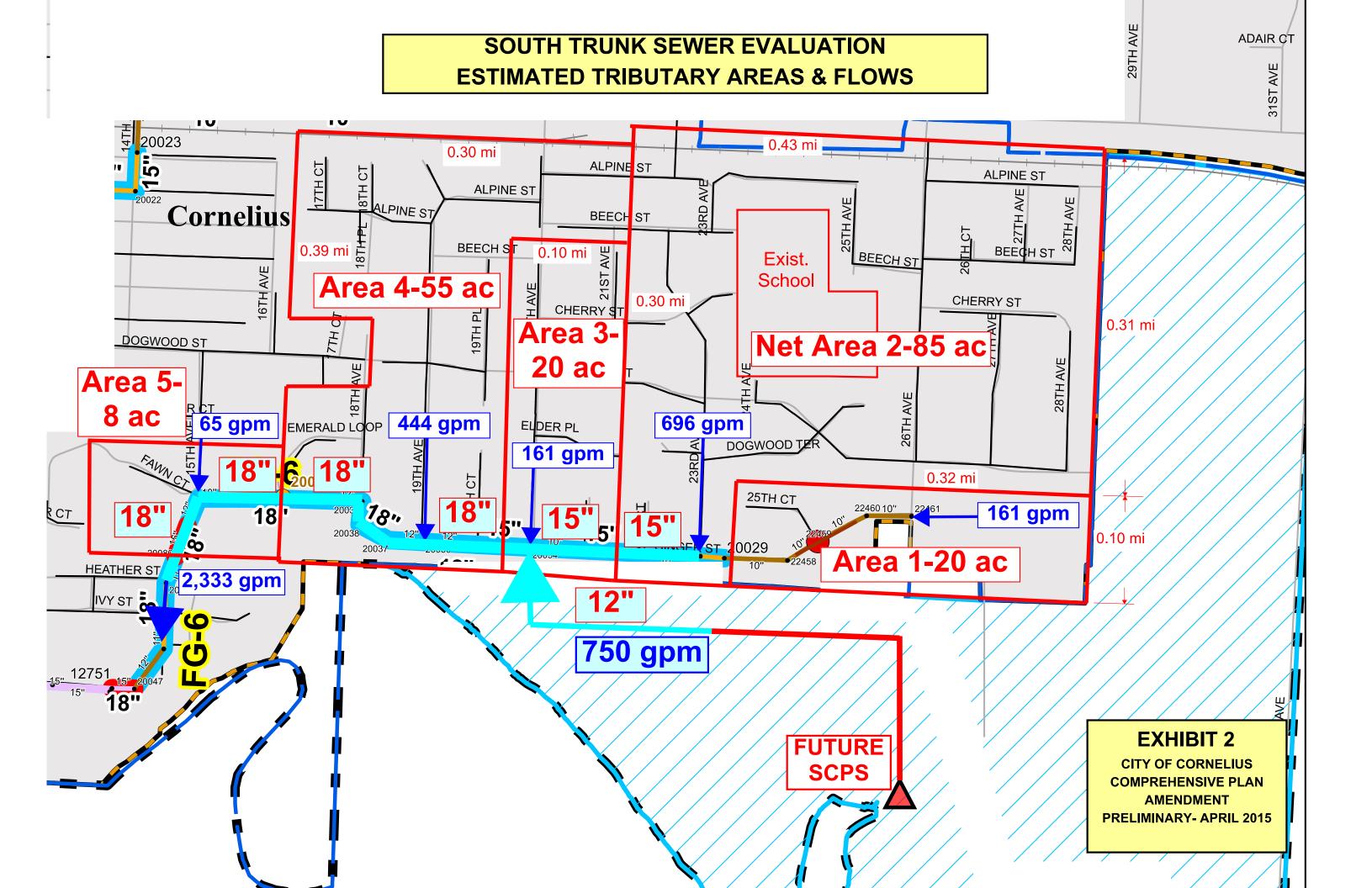
Table 3 Estimates of Probable Project Costs (July 2015 **)							
Project Description	Pı	robable Cost					
750-gpm South Cornelius Pump Station	\$	880,000					
8-inch Force Main & 12-inch Downstream Gravity Sewer	\$	650,000					
South Trunk – Reach 1 Replacement (12-inch Sewer)	\$	280,000					
South Trunk – Reach 2-5 Replacement (18-inch Sewer)	\$	1,450,000					
Total Estimated Probable Project Costs	\$	3,260,000					

^{**} July 2015 ENR CCI = 10,037

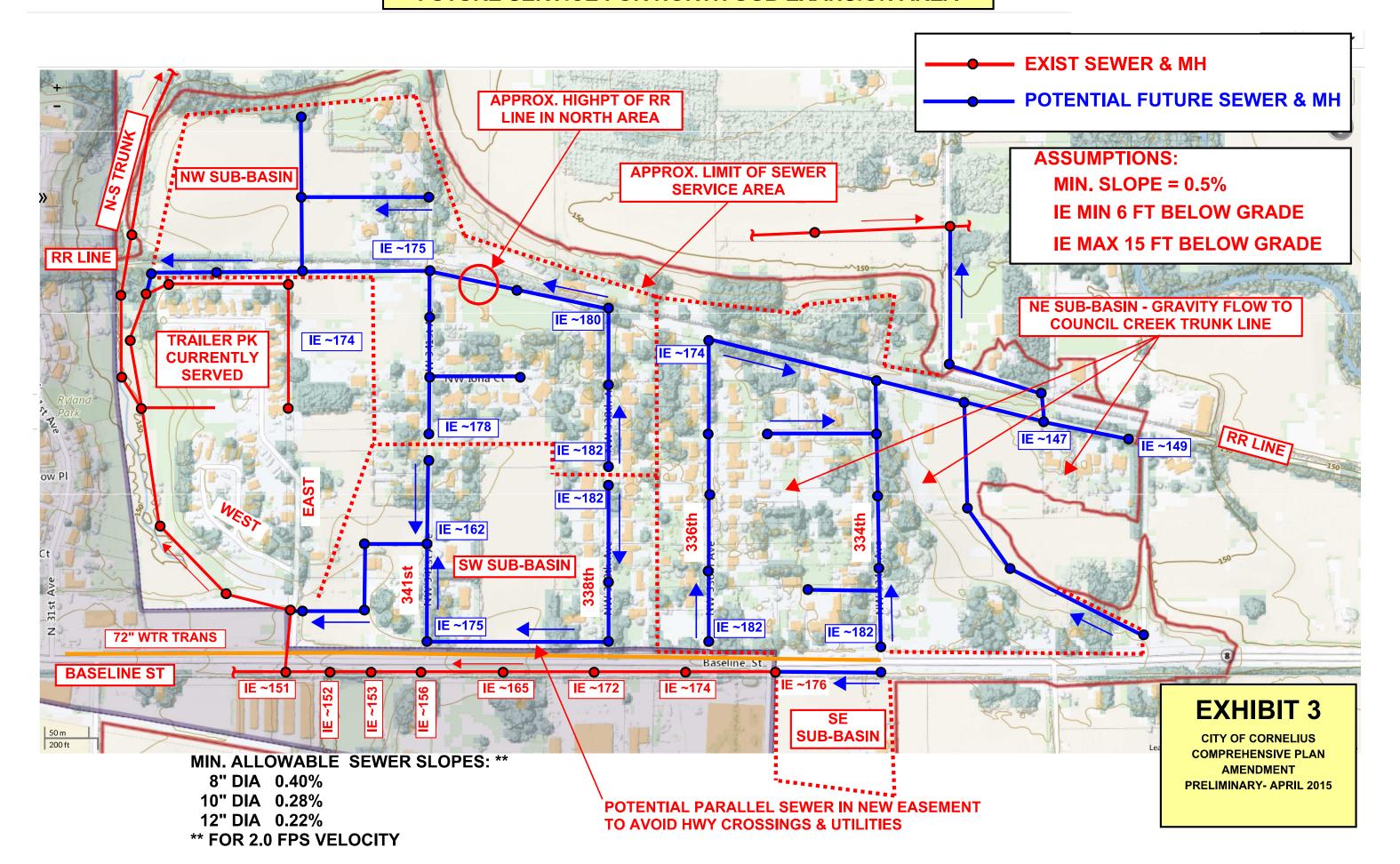
The level of detail of these cost estimates is consistent with Estimate Class 4 described by the Association for the Advancement of Cost Engineering International (Recommended Practice #18R-97, Rev. November 2011). Accordingly, the accuracy is anticipated to be within –25% to +35% of the actual cost.

The actual cost of the improvements will depend on project scope, design development, and actual market conditions at bid time. Costs will also depend on specific site conditions and other variable factors. More detailed estimates of the probable costs will need to be prepared as part of further project planning and design efforts.





CONCEPTUAL SANITARY SEWER LAYOUT FUTURE SERVICE FOR NORTH UGB EXANSION AREA



APPENDIX A

City of Cornelius South Trunk Sewer Survey Data

Model				N	1H Inlet	MH Outlet				Slope	
Pipe#	MH#	Location	Rim Elev	Size & Mat'l	Dip	IE	Size & Mat'l	Dip	IE	Run	(ft/ft)
	22461	26th/Ginger	175.77	10"PVC(S)	10	165.77	10"PVC(W)	10.1	165.67		
6122	22460		173.21	10"PVC(E)	0 1 4	165.07	10"PVC(SW)	0.25	164.96	216.61	0.0028
6124	22460		1/3.21	10 PVC(E)	8.14	105.07	10 PVC(3VV)	8.25	104.90	263.44	0.0022
	22459	25th/Ginger	174.91	10"PVC(NE)	10.53	164.38	10"PVC(SW)	10.7	164.21		
6090										168.04	0.0035
6088	22458		174.25	10"PVC(NE)	10.62	163.63	10"PVC(W)	10.79	163.46	307.38	0.0034
0088	20029		173.35	10"PVC(E)	10.95	162.4	10"CSP(W)	11.05	162.3	307.38	0.0034
1										108.56	0.0027
	20030	23rd/Ginger	173.23	10"CSP(E)	11.22	162.01	10"CSP(W)	11.29	161.94		
2	20024		17444	40 CCD(E)	12.05	161.10	40 000(144)	12.00	164.05	260.11	0.0029
3	20031		174.14	10"CSP(E)	12.95	161.19	10"CSP(W)	13.09	161.05	156.34	0.0007
	20032		173.21	10"CSP(E)	12.27	160.94	10"CSP(W)	12.39	160.82	130.31	0.0007
4										122.03	0.0029
_	20033		172.54	10"CSP(E)	12.07	160.47	10"CSP(W)	12.19	160.35	202.04	0.0020
5	20034	20th/Ginger	170.84	10"CSP(E)	11.29	159.55	12"CSP(W)	11.39	159.45	282.94	0.0028
6	20034	Zotily Giliger	170.04	10 031 (1)	11.23	133.33	12 651 (**)	11.55	133.43	254.93	0.0014
	20035		168.6	12"CSP(E)	9.5	159.1	12"CSP(W)	9.58	159.02		
7	20005	1011 (0)	166.61	4.011.00.0 (5)	0.00	45050	4011000(141)	0.40	450.40	254.70	0.0017
8	20036	19th/Ginger	166.61	12"CSP(E)	8.03	158.58	12"CSP(W)	8.13	158.48	149.79	0.0019
	20037		163.79	12"CSP(E)	5.6	158.19	12"CSP(NW)	5.7	158.09	143.73	0.0015
9										152.39	0.0026
10	20038		162.04	12"CSP(SE)	4.34	157.7	12"CSP(N)	4.4	157.64	110.00	0.0000
10	20039	18th/Emerald	164.47	12"CSP(S)	7.28	157.19	12"CSP(W)	7.35	157.12	118.03	0.0038
11	20033	Totily Emercia	104.47	12 031 (3)	7.20	137.13	12 651 (**)	7.55	137.12	383.81	0.0019
	20040	Emerald	160.72	12"CSP(E)	4.33	156.39	12"CSP(W)	4.38	156.34		
12	20042		164.46	42 000(5)	_	456.46	4011 22/14/1	- 4-	456.04	22.56	0.0080
	20042	Emerald	161.16	12"CSP(E)	5	156.16	10" ??(W) 10" ??(W)	5.15 4.82	156.01 156.34		
13 & 15	(Ignore I	। МН# 20079 - blo	woff)				10(**)	4.02	150.54	394.50	0.0023
	20043	15th/Fawn	160.34	10"CSP(E)	5.25	155.09	12"CSP(SW)	5.3	155.04		
				10"CSP(E)	5.25	155.09				100.00	0.000=
14	20044	Sou. of Fawn	159.08	12"CSP(NE)	4.5	154.58	12"CSP(SW)	4.4	154.68	130.08	0.0035
	20044	Sou. Of Fawir	155.00	12 CSI (IVL)	4.5	154.50	8"CSP(SW)-??		RVEYED		
213 & 16		MH# 20079 - blo								313.56	0.0040
	20045	Heather	157.95	12"CSP(NE)	4.51	153.44	10"CSP(S)	4.53	153.42	(Should be	2 12" Out?)
???				8"CSP(NE)	4.55	153.40				141.59	0.0026
	64144		160.03	12"CSP(N)	6.98	153.05	12"CSP(S)	7.05	152.98	171.33	0.0020
				, ,			, ,				

Exhibit D

Amendments to the City of Cornelius Water Master Plan (Appendix I)

Cornelius Urban Growth Boundary Expansion

Water Plan

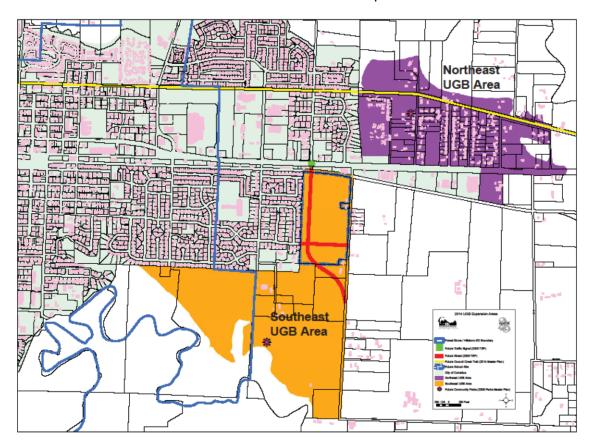
August 28, 2015

RENEWS 6/30/2017

Terry Keyes, PE City Engineer City of Cornelius

Study Area

The Urban Growth Expansion (UGB) area consists of two parts. The Northeast UGB area is primarily north of Baseline and south of the Council Creek flood plain, just east of the current City limits. The Southeast UGB area is north of the Tualatin River flood plain and west of 345th Avenue. These areas are shown in the map below.



Water Infrastructure - Northeast UGB Area

The City of Hillsboro currently provides water service to the Northeast UGB. Attachment 1 shows the current system. While Hillsboro and Cornelius have had very preliminary talks regarding Cornelius taking over the water system in this area, the City of Cornelius has been cool to the idea because much of the system in the area is undersized and does not meet current standards.

Attachment 2 shows the improvements that are likely needed to bring the water system in this area up to City of Cornelius standards. Most of the improvements involve upgrading the existing lines to 8" and adding fire hydrants. The line on 341st is shown as a 12" line based on the assumption that without a looped system, any significant development north of the railroad will need a 12" line to achieve adequate flow.

The cost of bringing the water infrastructure in this area up to current standards is approximately:

This cost cannot be justified based on the limited amount of water user fee revenue the area would produce. Therefore, if the Northeast UGB area is annexed to the City of Cornelius, the annexation will likely occur in small chunks as development occurs. With each annexation, Cornelius will take over the portion of the water system needed to serve that area. The development necessitating the annexation will be primarily responsible for improving the annexed part of the Hillsboro water system to Cornelius standards.

Storage needs for the Northeast UGB area can be easily handled by the City's current 1.5 MG (million-gallons) above ground reservoir and its 50+MG Aquifer Storage and Recovery (ASR) System scheduled to come on line in 2017.

Flow needs for this area can be handled from three sources.

- 1. 12" Cornelius main line on the north side of Baseline that currently ends at East Lane
- 2. 12" Cornelius main line on the south side of Baseline that currently ends at the Coastal Farm Store at about 336th Avenue
- 3. Existing but unused transfer station from the Hillsboro 72" transmission line in Baseline to the Cornelius system at East Lane

In summary, the City of Cornelius can easily serve the Northeast UGB area. The primary concern is the fact that most pipes in this area are substandard. Bringing this area up to current standards is an expensive proposition that is not currently programed into the Cornelius water rate structure. Therefore, improvements to the water infrastructure in this area will be required at the time of development. Until areas are annexed into the City the system within this area will remain within Hillsboro's service district and will be maintained and operated by Hillsboro.

Water Infrastructure Needs – Southeast UGB Area

The Southeast UGB area represents a clean slate in that the area contains almost no existing water infrastructure. The only public water facility in the area is a 2" plastic line from Baseline south along 345th to serve approximately 8 residents within ¼ mile of Baseline. Since most of these residents are outside the UGB expansion area, the City does not intend to upgrade this 2" plastic line in the foreseeable future. However, the south end of this line may be looped into the new water infrastructure in the UGB area to protect against an emergency such as a line break.

When developed, the Southeast UGB area will be served by 12" mains under the planned collector streets. The collector streets are expected to include: 29^{th} south of Baseline, 26^{th} and 20^{th} south of Ginger, Dogwood east of 28^{th} , and a new east-west collector south of the current city limits that connects 20^{th} , 26^{th} and 29^{th} . All local streets will be underlain with 8" water mains, the minimum standard required by Cornelius.

In addition, to provide adequate flow and pressure to this area at build-out, some improvements in the City's existing water system may be required. The needed improvements will be determined when the City completes its water master plan update later this year. However, the improvements to the existing system that are likely to be needed at full development of the UGB area include:

- 12" line to replace existing 8" line in Dogwood from 18th to 20th
- 12" line to replace 8" line in 20th from Dogwood to Southeast UGB area
- 12" line to replace 8" line in 26th from Dogwood to Southeast UGB area

These improvements are not needed initially, but will be required as the area nears build-out. When the City's water master plan update is completed in late 2015, the amount of development the existing system can support will be determined. For development that occurs before the master plan update is complete, the developer will be responsible for proving that the existing system can provide adequate flow and pressure to the UGB area. If adequate flow and pressure cannot be attained, the developer will need to make the improvements noted above.

Storage needs for the Southeast UGB area can be handled by the City's current 1.5 MG above ground reservoir and its 50+MG Aquifer Storage and Recovery (ASR) System scheduled to come on line in 2017.

Water Infrastructure Costs – Southeast UGB Area

All the new water mains in the Southeast UGB area will be installed and funded by developers. However, the City must pay for oversizing of lines greater than 8" size. In other words, while the developers are responsible for funding the installation of 8" lines under all the streets in this area, the City must fund the additional cost of 12" lines where they are needed. The cost of this upsizing of lines to 12" is estimated to be:

12" oversize cost in UGB area = ~10,000 LF @ \$20/LF = \$200,000

Furthermore, the City must fund improvements to piping outside the UGB area. These improvements are listed above and will cost approximately:

12" replacement lines inside UGB area = 2 ,200 LF @ \$140/LF = \$300,000

Water SDCs from the southeast UGB area are expected to be:

1,100 single family residences @ \$3,884 SDC per residence = ~\$4M

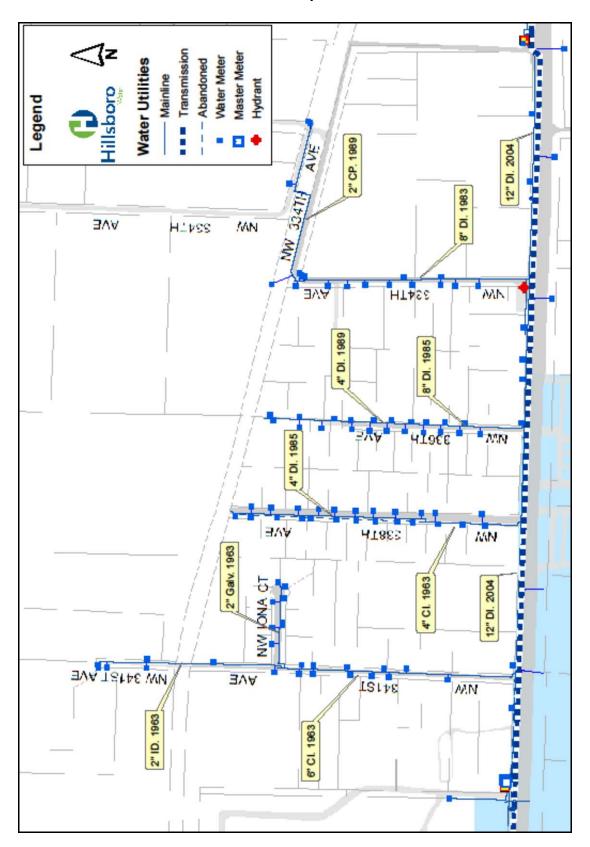
Therefore, the water SDCs captured from the new development in the southeast UGB area are more than adequate to fund the improvements to pipes needed to serve this area.

Recommendations

In the Northeast UGB area, staff recommends the area continue to be served by the City of Hillsboro until parcels are annexed. At the time parcels are annexed into the City of Cornelius, Cornelius should take over the portion of Hillsboro's system needed to serve the annexed parcel. Developers should pay for all improvements needed to bring lines up to City of Cornelius standards.

In the Southeast UGB area, developers should design and install all water mains. The City shall pay for oversizing mains under collectors to 12" from the 8" standard size. The City shall also design, build, and fund improvements necessary to the water mains within the current City boundaries.

Attachment 1 – Hillsboro Water System in Northeast UGB Area



Attachment 2 - Cornelius Water Improvement Needs for Northeast UGB Area

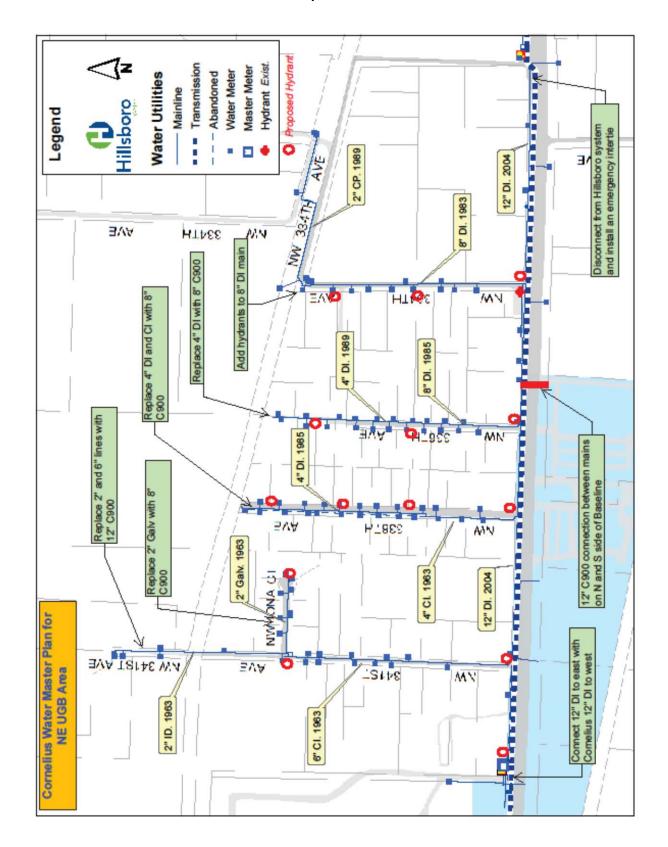


Exhibit E

Amendments to the City of Cornelius Transportation System Plan (Appendix M)



RECOMMENDATIONS

Transportation Planning Rule Findings

The traffic analysis completed for the proposed Cornelius UGB expansion areas found the potential vehicle trip increase would not significantly impact the surrounding transportation system and would satisfy the requirements of OAR 660-012-0060. No capacity improvements to existing facilities beyond those identified in the RTP and Cornelius TSP are required to support the UGB expansion areas. Further analysis of Tualatin Valley Highway west of 345th Avenue should be included in the upcoming Cornelius TSP update to identify specific projects to serve fronting property needs for access, capacity and safety.

Local Improvements

Local roadway projects would be required to support the UGB expansion areas and provide adequate access and internal circulation. Based on the City's functional classification designations¹³ and the future 2040 PM peak hour volume forecasts, recommended local improvements were identified as shown in Table 11. Planning level cost estimates were developed for each roadway project based on the collector cross-section with parking on both sides of the street (shown in Figure 9). If the collector facilities were constructed with a narrower cross-section (shown in Figures 10 and 11) the costs would be lower.

Table 11: Local Improvements to Support UGB Expansion

Project	Description	Planning Level Cost Estimate
20 th Avenue Extension	Construct a collector facility south of Ginger Street then east to 29 th Avenue extension	\$7,450,000
26 th Avenue Extension	Construct a collector facility south of Ginger Street to the 20 th Avenue extension east-west alignment	\$1,300,000
29 th Avenue Extension	Construct a collector facility south of Tualatin Valley Highway to realignment with 345 th Avenue, install railroad crossing treatments on 29 th Avenue, close railroad crossing on 345 th Avenue	\$6,800,000

¹³ Cornelius Transportation System Plan, DKS Associates, adopted June 20, 2005, Figure 8-3.



Dogwood Street Extension	Construct a collector facility east to 345 th Avenue (east UGB expansion area boundary)	\$1,600,000	
29 th Avenue/Tualatin Valley	Install a traffic signal, interconnect with	\$600,000	
Highway Signal	adjacent railroad crossing	\$600,000 	

Note: Collector facility cost estimate based on Figure 9 cross-section

The remaining roadways needed to support future development would function as local streets. The preliminary alignment for the recommended collector facilities are shown on Figure 7. These alignments are conceptual and will be refined with further engineering analysis prior to construction.

Policies and Standards

New policies and standards should be adopted to support the UGB expansion areas:

- Development should be limited to 130 residential units connecting to 20th Avenue and 260 residential units connecting to 26th Avenue prior to construction of the 29th Avenue connection to Tualatin Valley Highway. With a roadway connection between 20th and 26th Avenue, a combined development limit of 390 residential units should be applied.
- Roadway and trail cross-sections shown in Figures 9 to 14 should be incorporated into the Cornelius TSP.

Exhibit F

Amendments to the City of Cornelius Storm Drainage/Surface Water Master Plan (Appendix H)

Cornelius Urban Growth Boundary Expansion

Stormwater Plan

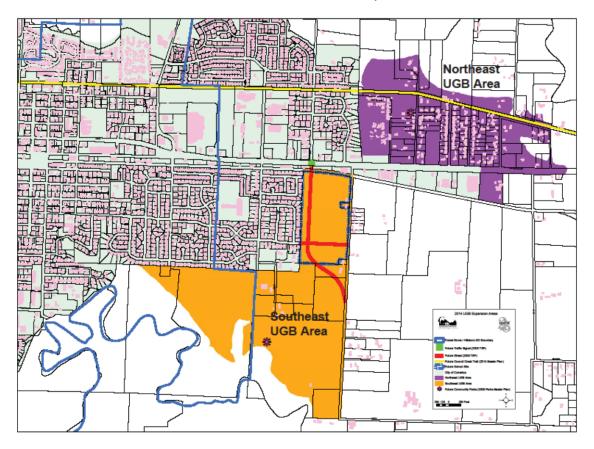
August 26, 2015

RENEWS 6/30/2017

Terry Keyes, PE City Engineer City of Cornelius

Study Area

The Urban Growth Expansion (UGB) area consists of two parts. The Northeast UGB area is primarily north of Baseline and south of the Council Creek flood plain, just east of the current City limits. The Southeast UGB area is north of the Tualatin River flood plain and west of 345th Avenue. These areas are shown in the map below.



The terrain in these two areas is generally flat. The Northeast area largely slopes to the north toward Council Creek. The only waterway in this area is a large wetland area that separates the UGB expansion area from the current City boundary. This wetland area drains north toward Council Creek.

The Southeast area primarily slopes to the south toward the Tualatin River. The only waterway in this area is an agricultural ditch that starts where 26th Avenue turns into Webb Road and then traverses in a south-southwest direction toward the Tualatin River.

Existing Stormwater Facilities

The only existing stormwater facilities in the Northeast UGB area are roadside and trackside ditches along Baseline, the north-south streets traversing the area, and the railroad north of Baseline.

The stormwater facilities in the Southeast UGB area are limited to the roadside ditches on 345th Avenue and railroad ditches along the railroad south of Baseline.

As development occurs, these facilities are expected to be replaced with facilities meeting current Clean Water Service (CWS) standards.

Stormwater Standards Overview

Any new development in the UGB expansion areas must at a minimum meet the current Design and Construction (D&C) Standards for Sanitary Sewer and Surface Water Management issued by CWS.

Some UGB expansion areas in Washington County, notably Tigard's River Terrace and the unincorporated North Bethany, created additional stormwater standards that go beyond the D&C Standards. In the case of River Terrace, severe erosion in the stream corridors coming off the south side of Bull Mountain necessitated a more stringent approach to stormwater control in the area.

In North Bethany's case, CWS desired to incorporate extensive LIDA (low-impact development practices) into the area and pre-built a number of large regional facilities. This was deemed more desirable to the creation of individual stormwater facilities in each development phase.

One downside of the North Bethany approach is that CWS has had difficulty keeping ahead of development with new facilities. Also, by CWS constructing regional facilities rather than each developer constructing their own facilities, North Bethany has a large stormwater fee or system development charge that is unique in Washington County.

Finally, the D&C Standards issued by CWS are expected to change significantly as a result of a new MS4 permit from the State of Oregon, Department of Environmental Quality (DEQ) to CWS. One change in the new MS4 permit will be an increased level of treatment for stormwater. However, the most significant change in the standards is expected to be a requirement to deal with hydro-modification. Instituting this type of requirement is expected to create the need for very large detention and retention facilities on new development sites.

Cornelius Plan

Because Cornelius does not face the problems Tigard does on Bull Mountain and because the City does not have the staff to plan, design, and build regional facilities, as CWS is doing in North Bethany, Cornelius will require developers to meet the current stormwater standards issued by CWS. While this approach is not innovative, it has been used successfully for decades in urban Washington County to manage stormwater runoff.

The only variations from the CWS standards are:

- 1. Prohibition on the use of proprietary treatment systems, e.g., Stormfilters, for treatment on parts of the system that the City must maintain in the future, i.e., facilities to be dedicated to the City.
- 2. Unless required by CWS rules, prohibition on single-family residential lot LIDA facilities.

The reason for the prohibition on proprietary systems is the additional maintenance burden these pose for the City at a time when stormwater maintenance funding is extremely limited. Likewise, the single-family lot LIDA facilities require on-going City inspection and oversight that the City does not have funding to undertake.

Costs

Since developers will be responsible for designing and constructing stormwater facilities in the new UGB areas, the City will incur zero capital costs for these systems. The City will, however, incur, increased maintenance costs long-term, but these costs are funded by monthly stormwater fees payable by the new residents and businesses in the area.

Recommendations

Staff recommends the City use the CWS D&C Standards that are applicable at the time of development to address stormwater issues in the UGB areas. Staff further recommends, the following two conditions be placed on all new development in these areas:

- 1. Prohibition on the use of proprietary treatment systems for treatment on parts of the system that the City must maintain in the future.
- 2. Unless required by CWS rules, prohibition on single-family residential lot LIDA facilities being used to meet subdivision stormwater quality or quantity requirements.



Exhibit F: Preliminary Service Availability Memo

May 28, 2024



City of Cornelius Community Development & Planning Department 1355 N. Barlow St Cornelius, OR 97113

Re: Public Utility Service Availability

Parcel 1 (Tax lot 300) Annexation Application

Cornelius, Oregon

This narrative is being provided to support the annexation application for Parcel 1 of the recent partitioned Tax Lot 300 (Tax Map 1S 3 02C). Approximately 7.60 acres of property is planned to be annexed into the City of Cornelius under this proposal. The following paragraphs are intended to discuss the impacts and availability of the following public facilities and services to the subject property proposed for annexation.

SANITARY SEWER

The subject property is not currently served by public sanitary sewer; therefore, future construction of a sanitary main extension will be required. An 8-inch public sanitary sewer main exists at the existing southern termination of S. 29th Blvd. The 8-inch sanitary sewer main will require extension along S. 29th Blvd and has sufficient depth and capacity to serve the project area.

STORMWATER

The subject property falls under the jurisdiction of Clean Water Services (CWS). As such, on-site stormwater quality and quantity facilities (if required) will be designed in accordance with the *Design and Construction Standards for Sanitary Sewer and Surface Water Management, R&O 19-22,* dated Nov. 12, 2019. Stormwater routing and capacity is available in the existing stormwater facility constructed within Phase 8 of the Laurel Woods to serve the project site.

Additional evaluations and details of the stormwater facility and the associated conveyance systems will be developed during the preliminary and engineering design phases.

DOMESTIC WATER

The project area has the potential to be served by connecting to the City of Cornelius water system. Notes from the City Engineer indicate that a "12-inch public water main currently exists at the south end of S. 29th Blvd. This water main shall be extended into the site and end at 345th." An additional 8-inch water main connection is also required to provide for a looped/redundant water system connection along 345th Avenue.

We look forward to working with you on this project. If you have any questions or comments, please contact me at (503) 563-6151 or PaulS@aks-eng.com.

Sincerely,

AKS ENGINEERING & FORESTRY, LLC

Paul A. Sellke, PE, GE Project Engineer





Exhibit G: Notice of Decision for Washington County Partition No. L2300275-P



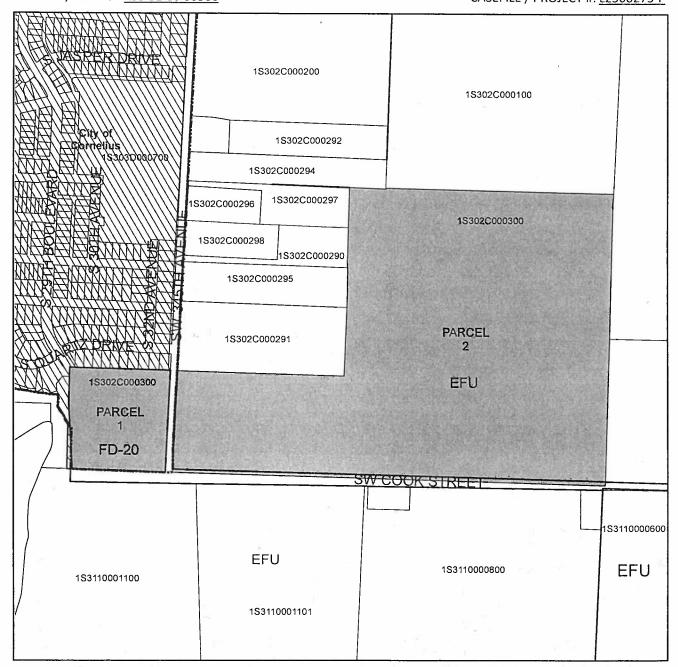
WASHINGTON COUNTY
Department of Land Use & Transportation Current Planning
156 North First Avenue, Suite #350-13
Hillsboro, Oregon 97124-3072
phone: (503) 846-8761 fax: (503) 846-2908

phone: (503) 846-8761 fax: (503) 846-2908 www.co.washington.or.us	Joe Schiewe and Mike Loomis
WW.co.washing.on.or.us	PO Box 61426
NOTICE OF DECISION	Vancouver, WA 98666
& STAFF REPORT	APPLICANT'S REPRESENTATIVE:
	AKS Engineering and Forestry, LLC
PROCEDURE TYPE:	Melissa Slotemaker
	12965 SW Herman Road, Suite 100
CPO:12C_	Tualatin, OR 97062
COMMUNITY PLAN: Rural/Natural Resource	
	OWNER:
PROPERTY DESCRIPTION:	Hering Family Joint Trust
ASSESSOR MAP: TAX LOT NUMBER(S):	By David D. and Kelly M. Hering
<u>1S3 02C</u> <u>300</u>	34005 SW Cook Road
SITE SIZE: 73.32 acres (per Assessment &	Hillsboro, OR 97123
Taxation)	
ADDRESS: 34005 SW Cook Street	PROPERTY LOCATION:
I AND HOT DISTRICT	On both sides of SW 345 th Avenue, and on the
LAND USE DISTRICT:	north side of SW Cook Street, on each side of
EFU (Exclusive Farm Use)	the Urban Growth Boundary (UGB).
FD-20 (Future Development 20 acres)	
PROPOSED DEVELOPMENT ACTION: Preliminary	Povious for a 2 Parcel Partition along the LIGR in
the EFU and FD-20 Districts	Neview for a 2-Farcer Faithfull along the OOD in
the Li O and i D-20 districts	
	1
DECISION:	
<u>DEGIGION</u> .	
ApprovalApproval with Conditi	ons Denial
Moderal	2 9 21
Signature:	Date 2-9-24
Stephen Shane, Current Planning Prince	ipal Planner
The state of the s	
Staff Planner: Erik Stout, 503-846-8135	
F.	
Attachments: A. Vicinity Map	
B. CONDITIONS OF APPROVAL	
C. Staff Report	
D. Appeal Information	

CASEFILE: L2300275-P (REVISED)

APPLICANT:

Holt Holdings OR, LLC



↑ NORTH AREA OF CONSIDERATION NOT TO SCALE
SITE & SURROUNDING LAND USE DISTRICTS:
EFU District (Exclusive Farm Use)

Future Development 20-Acre District (FD-20)

City of Cornelius

REVIEW STANDARDS FROM CURRENT OR APPLICABLE ORDINANCE OR PLAN

- A. Washington County Comprehensive Plan
- B. Applicable Community Plan (See Front of Notice)
- C. Transportation System Plan
- D. Washington County Community Development Code:
 ARTICLE I, Introduction & General Provisions
 ARTICLE II, Procedures
 ARTICLE III, Land Use Districts
 ARTICLE IV, Development Standards
 ARTICLE V, Public Facilities and Services
 ARTICLE VI, Land Divisions & Lot Line Adjustments
 ARTICLE VII, Public Transportation Facilities
- E. R & O 86-95 Traffic Safety Improvements
- F. ORD. NO. 738, Road Design and Construction Standards
- G. ORD.691-A, 729, 741, 746, 751, 793-A Transp. Development Tax

Attachment B CONDITIONS OF APPROVAL

- In accordance with Section 201-4, Final Approval for the partition shall be submitted within four (4) years of the date of this Preliminary Approval, unless: the permit is revoked as provided by Section 201-7; an application for a permit extension is filed pursuant to Section 201-5; or, development has commenced as provided in Section 201-6.
- II. The partition plat shall be recorded within two (2) years of the date of Final Approval. (Section 602-1.1)
- III. To Obtain Final Partition Approval, the applicant shall:
 - A. Submit to the Survey Division (503-846-8723):

Ten (10) copies of the revised final partition plat meeting the applicable provisions of ORS 92. The applicant shall submit the necessary copies of the partition plat to the County Surveyor, together with any applicable review and filing fees. The survey plat shall be approved by the County Surveyor who will then forward the necessary approved copies to Current Planning.

The following shall be shown on the plat: (Section 610)

- 1. All existing and proposed easements, which shall be clearly identified as to intended purpose. Maintenance rights and responsibilities shall be stipulated in separate recorded document(s). (Section 610-2.4)
- 2. A notation on the plat referencing the conditions of this Casefile. (Section 207-5)
- Dedication of additional right-of-way to meet 25 feet from centerline on SW 345th
 Avenue along the EFU portion of the parcel and SW Cook Street, per standards
 set by Washington County Transportation System Plan. (Sections 501-8.4 and 9.3)
- 4. A notation stating that the allowance of the partition does not warrant that septic tank approval is or will be available. (Section 610-2.4)

B. Submit to Current Planning (Erik Stout, 503-846-8135):

- 1. Type I Final Approval application, including:
 - a) Final Approval request form;
 - b) Final Approval application fee;
 - c) Final site plan consistent with the one stamped "Preliminary Approval" in the Casefile;
 - d) Hard copies of evidence of satisfaction of all conditions of Final Approval;
 - e) Hard copy of the Final Plat, substantially consistent with the preliminary plat.
- 2. Evidence that subsurface sewage disposal system permit or site evaluation approvals have been obtained from Washington County Environmental Health (503-846-8722) for vacant Parcel 1, unless the plat includes a note in accordance with Section 610-2.4.

Casefile: L2300275-P

Attachment B: Conditions of Approval

Page 2

3. Documentation from the Water Master that Parcel 1 can accommodate public water or an on-site water source.

- 4. Evidence the following documents have been recorded with the Recording Division of the Assessment and Taxation Department (503-846-8752):
 - a) Waiver of the right of remonstrance against customarily accepted farming/forestry practices on surrounding properties. The waiver shall be on a standard form which is available at the Current Planning Services front counter. The document shall be recorded with the Assessor's Office (recording fees apply). (Section 207-5)

IV. Miscellaneous Conditions:

- A. Prior to any ground disturbing activities, please contact Building Services (503-846-3470) for a grading permit. (Section 207-5, Section 410)
- B. Any future development on either Parcel 1 or Parcel 2 will be subject to applicable regulations and possible development review, as required by the Washington County Community Development Code. (Section 207-5)
- C. This development shall be constructed in accordance with the findings of this decision, the approved plans, and the standards of the Community Development Code. (Section 201-1)
- **D.** All conditions of approval shall be binding upon all heirs, successors, and assigns. (Section 207-5)
- E. Transferability of this permit may occur only as allowed by law (ORS 195.305).
- F. Adequate sight distance shall be maintained at the access point onto the public road. Maintenance may require trimming or removal of vegetation. (Section 501-9)

Casefile: L2300275-P

Attachment C STAFF REPORT

I. APPLICABLE STANDARDS

A. Washington County Comprehensive Framework Plan (Rural/Natural Resource Plan)

B. Washington County Community Development Code (Code)

1. Article II: PROCEDURES

Section 202-2 Type II Procedure Section 207-5 Conditions of Approval

2. Article III: LAND USE DISTRICTS

Section 308 FD-20 (Future Development 20 Acre District)

Section 340 EFU (Exclusive Farm Use)

3. Article IV: DEVELOPMENT STANDARDS

Section 403 Applicability

Section 424 Creation of Parcels in the EFU, EFC and AF-20 Districts

4. Article V: PUBLIC FACILITIES AND SERVICES

Section 501-9 Limited Application of Public Facility & Service Standards Outside the UGB

Article VI: LAND DIVISIONS AND LOT LINE ADJUSTMENTS
 Section 610 Land Divisions and Property Line Adjustments Outside a UGB

C. Washington County Transportation Plan

D. Ordinance 793-A Transportation Development Tax

II. AFFECTED JURISDICTIONS

Cornelius Rural Fire District Washington County Department of Health and Human Services Washington County Sheriff

III. FINDINGS

Background

- 1. The applicant requests preliminary approval for a 2-parcel partition along the Urban Growth Boundary on a split-zoned property designated EFU (Exclusive Farm Use) and FD-20 (Future Development 20 Acres). The regional Urban Growth Boundary (UGB) defines the boundary between the two land use districts: the portion to the west of the UGB line lies within the FD-20 district, while the remainder of it lies within the EFU district.
- 2. The subject site is actively farmed and supports a single-family residence and outbuildings in the south-central portion of the site, within the EFU portion of the parcel. After the partition, Parcel 1 (FD-20 District) will be 8.15 acres while Parcel 2 (EFU District) will be 72.2 acres.
- 2.3. Following the partition, the applicant intends to annex the FD-20 parcel into the City of Cornelius. A representative from the City of Cornelius indicated that the applicant has had a pre-application conference in which they proposed a 29-lot subdivision. Any/all future development after annexation will be subject to the regulations of the City of Cornelius.
- 3.4. No development or grading is proposed with this application. Therefore, this standard and requirements of Sections 410 (Grading and Drainage) and 426 (Erosion Control) are not applicable to this partition request and will be addressed at time of development.

4.5. The western portion of the subject site (Parcel 1) is intersected in a north-south direction by the Tualatin River and the eastern portion of the site (Parcel 2) is intersected by an unnamed tributary to Council Creek. A 100-year flood plain associated with each is mapped along its orientation within the subject site. Therefore, Section 421 is applicable to this request. However, no land disturbance is proposed with this application and further assessment pursuant to Section 421 is not required at this time.

- **5.6.** Eight letters of comment, six of which were by the same commentor, were received in response to the public notice prior to completion of this staff report. The concerns are summarized as follows:
 - 1. Future development of the parcel following the partition, and its impact to the environment and the wildlife that may be found there. The commentor provided a photo of the property showing elk roaming the property in August, and indicated other animals such as migratory birds and the northern red-legged frog can be found periodically on the parcel. Lastly, the commentor asked if Parcel 1 would protect the white oaks growing on the parcel. Two commentors asked if each parcel would be eligible for future partitions and dwellings.
 - 2. Source of additional drinking water for any new residents, and how the wastewater will be treated.
 - 3. How the proposed partition will impact their ability to continue farming, stating the housing in the area has been "creeping" closer to their property, resulting in walkers, pets and delivery drivers "trespassing" on their property. Furthermore, the commentor said they are concerned that they could face lawsuits for activities associated with farming (dust, chemicals, noise, smell, etc.).
 - 4. The impact the partition may have to traffic on SW Cook Street and SW 345th Avenue. SW Cook Street is a gravel road that the commentor states is frequented by farming implements, that could pose a potential hazard to motorist unfamiliar with the area. Lastly, the commentor is concerned an increase in traffic may degrade the surface at an accelerated rate, and increase dust generated from the road.
 - 5. How the increased population will be able to reduce their transportation related carbon footprint "without adequate public transportation."

<u>Applicant Response:</u> In response to abovementioned comments the applicant has provided the following responses:

1. Impacts to Roadways and Public Services:

"Concern was raised related to the impact of future development of the site on the existing transportation system as well as on water supply and wastewater management. As stated in the partition application, development is not proposed with this application and therefore no impacts to roadways or public utilities will result from approval of the application. Future applications to the City of Cornelius will need to address roadway improvements, traffic impacts, and the public utilities needed to allow for future development to occur on the western parcel. The City of Cornelius has indicated, similar to the

Page 3

Laurel Woods subdivision, that future development would not have vehicular access to SW 345th Avenue and therefore traffic would not be routed towards SW 345th Avenue or SW Cook Road."

2. Environmental Impacts:

"Comments also included a concern for the larger carbon footprint caused by new development without available public transportation as well as a concern for existing trees and wildlife. Parcel 1 is currently within the Metro Urban Growth Boundary (UGB) and was determined to be able to support urban development at the time of the UGB expansion. The goal of the UGB is to guide development and control urban expansion onto farm and forest lands and generally help limit impacts on the environment regionally. Applications will be required to address any environmental impacts to natural resources and wildlife prior to future development of the site."

3. Development Allowed Outside the UGB:

"A question was asked about what development can occur on proposed Parcel 2, which will be fully outside the UGB and remain within the Exclusive Farm Use (EFU) zone, The property is currently improved with a single-family dwelling and multiple accessory structures to support the agricultural use consistent with the EFU zone. The Applicant is unaware of any plans to modify the use or improvements to Parcel 2."

4. Impacts to Adjacent Agricultural Property:

"Finally, a neighbor expressed concern that future residential development may create conflict between new residents and existing farming uses. Again, while this is a valid concern, this application does not include development and does not address impacts from new residential uses. As further discussed in the application, development is not proposed with the partition and therefore there are no impacts to roadways, public utilities, or wildlife due to approval of the application. Rather, this application is needed to align the property boundaries with the existing Urban Growth Boundary (UGB) surrounding the City of Cornelius. Future land use applications may then be submitted that will address development and impacts from that development."

Staff Response: Staff has provided the following comments to concerns provided below:

1. As indicated by the applicant, development on Parcels 1 and 2 is not proposed with this application, instead, this application is requested to align the property boundaries with the existing Urban Growth Boundary (UGB) surrounding the City of Cornelius. Following the partition, future development will be limited to Parcel 1 due to the parcel already supporting a dwelling. Parcel 2 will be approximately 72.2 acres, therefore it cannot be partitioned further, as resulting parcels would not meet the 80-acre minimum lot size requirements of the EFU District. All development on Parcel 1 will be subject to the FD-20 district standards when proposed unless annexed into the City

Page 4

of Cornelius, at which time the City standards will dictate the roadway improvements, traffic impacts, and the public utilities needed to allow future development to occur. The City of Cornelius may require bollards along SW 345th Road and SW Cook Road along the UGB line once Parcel 1 is annexed into the City to limit urban traffic onto rural roads. Under current FD-20 standards, Parcel 1 cannot be partitioned further since the resultant parcels will not meet the minimum required lot size of 20 acres. The current partition is being approved via Code Section 424 that allows a partition when a parcel straddles the UGB line. Impacts to natural resources and habitat will be assessed per applicable standards if any future development impacts them. Staff finds that the partition, as proposed, meets, or can meet the applicable Code standards upon execution of the Conditions of Approval.

A. Comprehensive Framework Plan (Rural/Natural Resource Plan Element)

The goals and policies, which relate to the development of land, are implemented by the Washington County Community Development Code (the Code). The applicant is not required to address, consider, or implement any goal, policy or strategy of the Plan except where required by the Code.

An unnamed tributary to Council Creek traverses the eastern portion of the subject site in a south-north direction. These riparian features have been designated Significant Natural Resources (*Water Areas & Wetlands and Fish & Wildlife Habitat*) in the Rural/Natural Resource Plan Element. Land with such designation is subject to Code Section 422, which requires the application of Plan Policy 10, Implementing Strategy E. The proposed partition does not include any physical disturbance or development that would impact the designated Significant Natural Resource; accordingly, further assessment pursuant to Section 422 is not addressed herein. All other Plan Policies are implemented by the Code.

B. Washington County Community Development Code

1. Article II: Procedures

Section 202 PROCEDURE TYPES AND DETERMINATION OF PROPER PROCEDURE

202-2 Type II

STAFF: This application is being processed through the Type II procedure of the Community Development Code. Where appropriate, Conditions of Approval are imposed to ensure compliance with the standards of the Code and other County regulations and to minimize identified impacts upon surrounding properties.

Section 204 NOTICE OF TYPE I, II OR III DEVELOPMENT ACTIONS

Public notice was mailed to nearby property owners and the applicant has submitted an affidavit stating that a public notice sign was posted on the site. Eight written comments were received as of the date of issuance of this staff report and have been addressed in the findings above. Where appropriate, conditions of approval will be imposed to ensure compliance with the standards of the code and other county regulations, and to minimize identified impacts upon surrounding properties.

Section 207 DECISION

207-5 Conditions of Approval

Page 5

STAFF: Conditions of approval will be imposed as necessary to ensure compliance with the standards of the Code and other County regulations and to mitigate adverse impacts the development may have on the surrounding area. The applicant shall comply with all of the applicable Code regulations and Departmental conditions. The Conditions of Approval outlined in Attachment B do not restrict the authorized density of this property.

2. Article III: Land Use Districts

Section 308 FUTURE DEVELOPMENT 20-ACRE DISTRICT (FD-20)

308-6 Dimensional Requirements

STAFF: The applicant requests approval to partition the subject property into two parcels pursuant to the standards in Section 424-11, addressed later in this report. Section 424-11 authorizes the proposed partition subject to the standards in that section and does not require compliance with the dimensional standards in this section. As a result of this partition and upon recordation, Parcel 1 (approximately 8.15 acres) will lie entirely in the FD-20 District.

308-6.2 Yard Requirements:

STAFF: The applicant does not propose any new development in this application and thus these requirements do not apply to this request. Any future development within Parcel 1 will be subject to the standards of this section. The setbacks of the existing structures on site will continue to exceed the minimum district requirements.

308-8 Access

STAFF: Parcel 1 (FD-20 district) directly abuts SW 345th Avenue, maintaining more than 500-feet of frontage. This requirement is met.

Section 340 EXCLUSIVE FARM USE (EFU)

340-8 Creation of Lots or Parcels by a Land Division

STAFF: The applicant requests approval to partition the subject property into two parcels pursuant to the standards in Section 424-11, addressed later in this report.

340-9 Dimensional Requirements

Section 424-11 authorizes the proposed partition subject to the standards in that section. and does not require compliance with the minimum lot area (80 acres) of the EFU district.

340-9.2 Yard Requirements:

STAFF: Existing structures comply with the setback requirements and will continue to do so after the partition. The applicant does not propose any new development in this application; any future development proposed on Parcel 2 will require compliance with the requirements of this section.

340-9.4 Minimum lot width at the street:

The minimum lot width at the street shall be thirty (30) feet or the lot shall have an easement of record at least thirty (30) feet wide at the street or as approved by the appropriate fire marshal.

STAFF: Parcel 2 (to lie within the EFU district) maintains adequate frontage of more than 500-feet on SW 345th Avenue and more than 2,000 feet on SW Cook Road.

Page 6

340-10 Access

STAFF: This section requires that each lot border a public street or benefit from an access easement of record at least 30 feet wide at the street or as otherwise approved by the fire marshal. As noted above, Parcel 2 abuts SW 345th Avenue and SW Cook Road, meeting the requirements of this section.

3. Article IV: Development Standards

Section 403 APPLICABILITY

403-2 Master Plan - Minimum Requirements for All Development

STAFF: The applicant submitted a site plan meeting the minimum requirements of Section 403-2. The applicant also provided written findings indicating compliance with this Section.

Section 424 CREATION OF PARCELS IN THE EFU, EFC AND AF-20 DISTRICTS

424-11 Division of a Lot or Parcel Split by an Urban Growth Boundary in the EFU, AF-20 and EFC Districts

- 424-11.1 A division of a lawfully established unit of land may occur along an Urban Growth Boundary (UGB) where the parcel remaining outside the UGB is zoned for either agricultural or forest use and is smaller than the minimum parcel size, provided that:
 - A. If the parcel contains a dwelling, the parcel must be large enough to support continued residential use. A land division that results in a lot or parcel less than two acres shall provide:
 - (1) Documentation from the Department of Health & Human Services or the Department of Environmental Quality that property(ies) less than two acres in size can accommodate a subsurface sewage disposal system and/or replacement system; and
 - (2) Documentation from the Water Master that property(ies) less than two acres in size can accommodate public water or an on-site water source.

The subject site supports a dwelling and several outbuildings and is actively farmed.

Parcel 1 lies within the Urban Growth Boundary in the FD-20 District. Parcel 2, to remain outside the UGB, lies within the EFU District and is larger than 70 acres, hence the above documentation is not required.

4. Article V: Public Facilities and Services

Section 501 PUBLIC FACILITY AND SERVICE REQUIREMENTS

501-9 Limited Application of the Public Facility and Service Standards
Outside the UGB

501-9.1 For the purpose of determining the impact and adequacy of public facilities and service outside the UGB only this Section of Article V applies.

STAFF:

Outside the Urban Growth Boundary (UGB), the County applies the Public Facilities Standards in a limited way. Outside the UGB, the Code does not require the applicant to assure that adequate levels of public services exist; the County is required only to consider the impact of the proposed development on public facility and service levels. While the land use review process does consider the impact of development on public services, it does not assure their adequacy.

501-9.2 For all Type II and Type III applications, with the exceptions noted below, impact on the following public facilities shall be considered: school, fire, police protection and public roads.

STAFF:

The partition proposed in this application will result in two parcels. As such, per Code Standard 501-9.7, for partitions creating less than four (4) parcels, the applicant is not required to address service provider capabilities.

For the purpose of determining impact and adequacy of public roads, Section 501-8.5.E. (Sight Distance), 501-8.5.G. (Road Standards), and 501-8.4 (Dedication of Right-of-way) of this article shall apply except as provided in Sections 501-9.4 and 501-9.5. However, in all instances, traffic safety issues shall be addressed by the County.

STAFF:

The subject property lies on both sides of SW 345th Avenue and on the north side of SW Cook Road which are both designated as a rural local streets. Both parcels will retain frontage on both streets following the partition.

No development is proposed on either Parcel 1 or Parcel 2 at this time. Any future development proposed on either parcel will be reviewed for applicable access requirements at that time.

In accordance with Sections 501-9.3 and 501-8.4, this partition is subject to a requirement for right-of-way dedication at the site's frontage onto SW 345th Avenue and SW Cook Road which are is designated as a rural local streets on county transportation map, with a required right-of-way width of 50 feet. Recognizing that the FD-20 portion is likely to get annexed and developed in the near future, and that street and sidewalk improvements will be required at that time, staff finds limiting the Section 501-8.4 required right-of-way dedication to the EFU frontage along SW 345th Road acceptable. City of Cornelius staff have communicated verbally to County staff they have no concerns regarding any right-of-way dedication required by Washington County. Dedication is not required along SW Cook Street at this time since it is not directly affected/involved in the proposed partition. Dedication on SW Cook Street may be required when development is proposed in the EFU portion of the parcel. Additional right-of-way dedication along both streets the EFU portion of right-of-way has been included as a condition of approval in Attachment B.

No new public roads are proposed in this request. Staff finds the application can meet all the standards of this section when the conditions of approval in Attachment B are fulfilled.

5. Article VI: Land Divisions and Property Line Adjustments

Section 610 LAND DIVISIONS AND PROPERTY LINE ADJUSTMENTS OUTSIDE A UGB

602-3 Subsequent Land Divisions and Property Line Adjustments

Page 8

610-2 Rural Land Divisions (Partitions and Subdivisions)

STAFF:

The applicant has submitted all materials necessary to determine compliance with the Code standards for Preliminary Approval. Pursuant to Section 610-2.4 and as conditioned in Attachment B, the applicant is required to request Final Approval within four (4) years of the date of Preliminary Approval of this request, unless the permit is revoked as provided by Section 201-7; an application for a permit extension is filed pursuant to Section 201-5; or development has commenced as provided in Section 201-6. The applicant shall comply with applicable Code standards for final approval.

The applicant must obtain final approval for the plat prior to recording of the plat. The final approval process is outlined in the conditions of approval in Attachment B. Within two years of final approval, the plat shall be filed and recorded in accordance with Section 602-1.1.

C. Washington County Transportation Plan

STAFF: With regard to this request, the policies of the Transportation Plan element of the Washington County Comprehensive Plan are limited to the classification of SW 345th Avenue and SW Cook Road as rural local streets.

D. Ordinance 793-A Transportation Development Tax

The Transportation Development Tax is required of all new development. It constitutes an assurance to satisfy extra capacity improvements to major collectors, county and city arterial streets, certain state facilities, and transit facilities, as listed in the Capital Improvement Project List. This tax is based on the number of daily trips a site generates and is due upon issuance of a building permit.

IV. SUMMARY AND CONCLUSION

Staff finds that based on the findings herein, the application for a two-parcel partition in the EFU and FD-20 districts conforms to the approval standards as discussed in Section III of this report, provided that the Conditions of Approval outlined in Attachment B are met. Therefore, the request is **APPROVED**, subject to the Conditions of Approval.



Dept. of Land Use & Transportation 155 N. 1st Avenue, #350-13 Hillsboro, OR 97124 Ph. (503) 846-8761 Fax (503) 846-2908 www.co.washington.or.us

APPEAL INFORMATION

CASEFILE # L2300275-P (REVISED)

Attached is a copy of the Land Use and Transportation Department's Review Authority decision on this request for a Development Action.

Any person who is adversely affected or aggrieved, or who is entitled to written notice pursuant to ORS 215.416(11) may appeal the decision by filing a written appeal.

Failure to file a petition for review with the Department of Land Use and Transportation by 4:00 p.m. on the due date, with the fee specified in the Notice of Decision, shall be a jurisdictional defect.

The decision, including conditions of approval, may be appealed and a public hearing held by filing a signed petition for review (appeal) within twelve (12) calendar days of date written notice is provided (date mailed).

APPEAL PERIOD: 02/09/2024 (Date Mailed) to 4:00 p.m. on 02/21/2024 (Appeal Due Date)

This decision will be final if an appeal is not filed by the due date.

The complete file is available at the County Department of Land Use and Transportation for review.

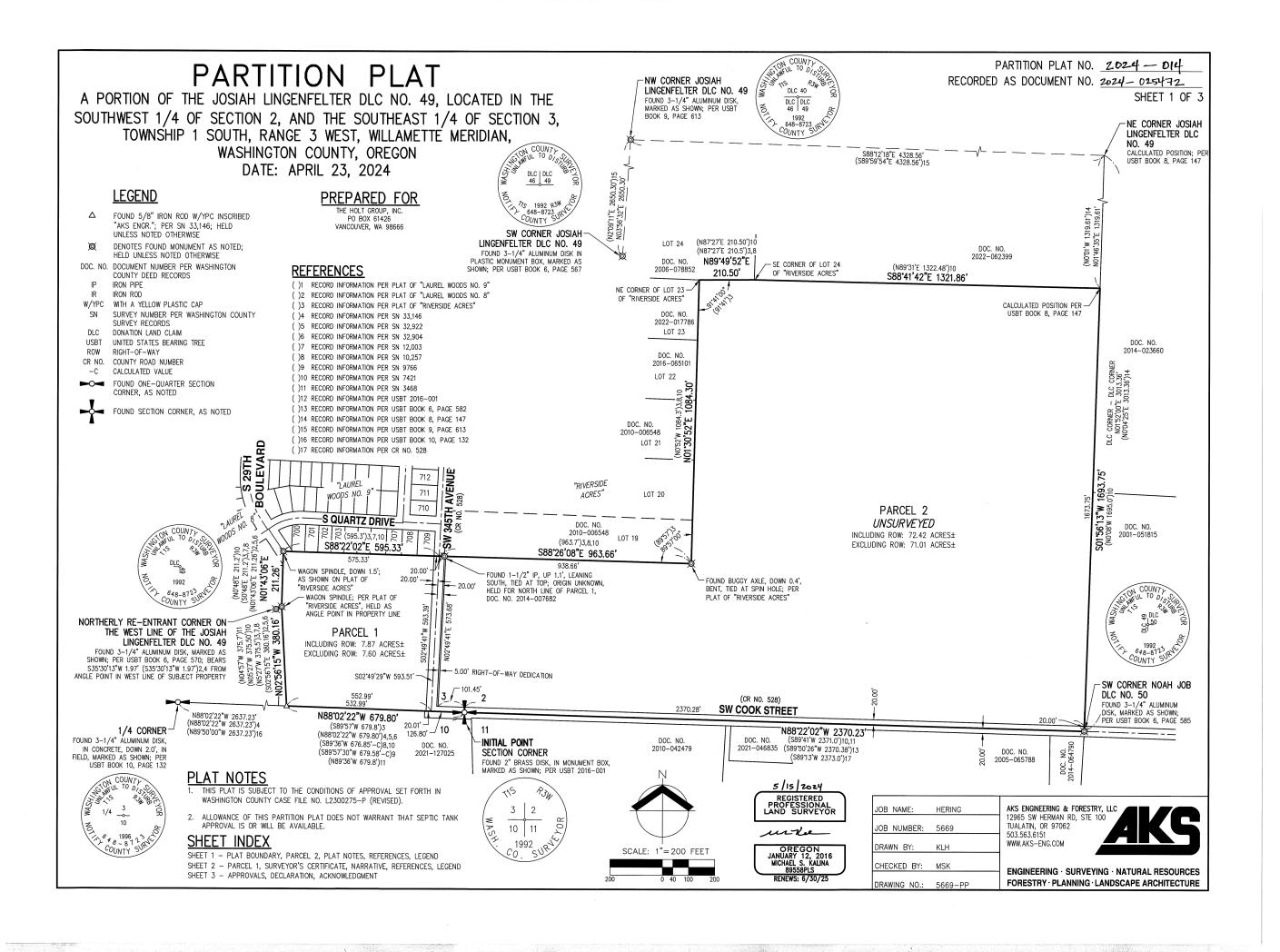
A petition for review (appeal) must contain the following: L2300275-P (REVISED)

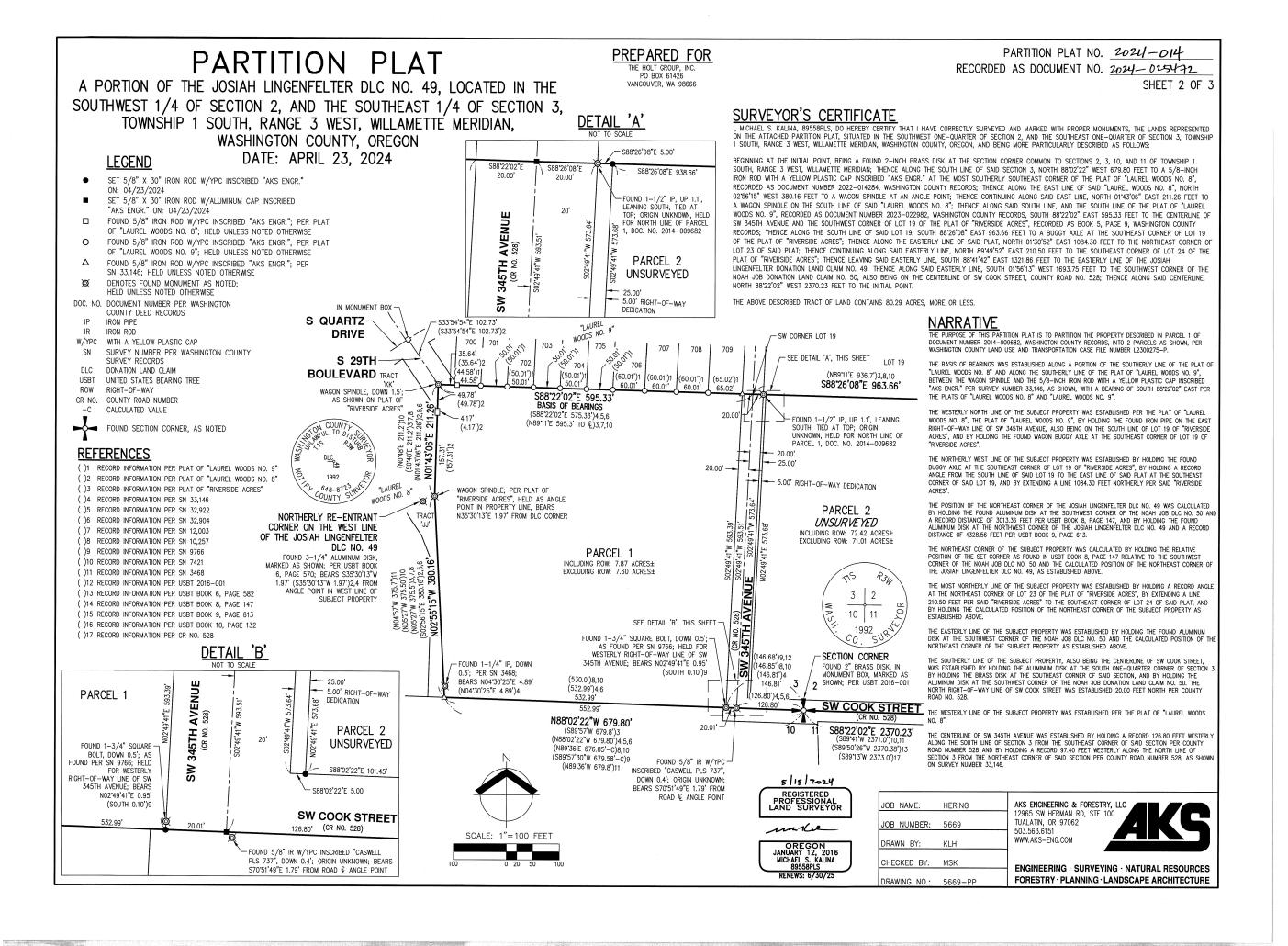
- 1. The name and signature of each petitioner filing the petition for review (appeal). If a group consisting of more than one person is filing a single petition for review, one individual shall be designated as the group's representative for all contact with the Department. All Department communications regarding the petition, including correspondence, shall be with this representative;
- 2. A statement of the interest of each petitioner;
- 3. The date the Notice of Decision was sent as specified in the notice (date mailed);
- 4. The nature of the decision and the specific ground for appeal. For applications with multiple requests, specify the particular request(s) and/orspecific conditions of approval being appealed;
- A statement listing the number of pages of the petition and that all pages are 5. present;
- 6. A statement setting forth the appeal fee as specified in the Notice of Decision; and
- The appropriate appeal fee of \$250.00 7.

For further appeal information, contact the Appeal Secretary at the Washington County Department of Land Use and Transportation. Phone 503-846-3849 louisa bruce@co.washington.or.us.



Exhibit H: Partition Plat No. 2024-014





PARTITION PLAT

PREPARED FOR THE HOLT GROUP, INC.

THE HOLT GROUP, INC. PO BOX 61426 VANCOUVER, WA 98666 PARTITION PLAT NO. 2024—014

RECORDED AS DOCUMENT NO. 2024—025172

SHEET 3 OF 3

A PORTION OF THE JOSIAH LINGENFELTER DLC NO. 49, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 2, AND THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON DATE: APRIL 23, 2024

DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT DAVID D. HERING AND KELLY M. HERING, TRUSTEES OF THE HERING FAMILY JOINT TRUST DATED FEBRUARY 14, 2014, ARE THE OWNERS OF THE LAND SHOWN ON THE ANNEXED MAP AND AS DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED IN ACCORDANCE WITH THE PROVISIONS OF THE OREGON REVISED STATUTES CHAPTER 92, ALL PARCELS BEING OF THE DIMENSIONS SHOWN AND ALL STREETS OF THE WIDTHS THEREON SET FORTH, AND DOES HEREBY DEDICATE TO THE PUBLIC AS PUBLIC WAYS ALL RIGHTS OF WAY AS SHOWN HEREON ON SAID PLAT.

DAVID D. HERING

DAVID D. HERING

TRUST

TRU

MHERING TOWN TO THE RELLY MATERING FAMILY JOINT TRUST DATED FEBRUARY 14, 2014

ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF washing tin) ss

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 2 DAY OF 22 BY DAVID D. HERING, TRUSTEE OF THE HERING FAMILY JOINT TRUST DATED FEBRUARY 14, 2014.

NOTARY SIGNATURE

NOTARY PUBLIC - OREGON (PRINTED NAME)

COMMISSION NO. 101 4331 A

MY COMMISSION EXPIRES UULY 15, 2025

STATE OF OREGON

COUNTY OF WAShing fon

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS A DAY OF MAN DAY OF HERING FAMILY JOINT TRUST DATED FEBRUARY 14, 2014.

NOTARY SIGNATURE

MARY PUBLIC - OREGON (PRINTED NAME)

COMMISSION NO. 1014331 A

MY COMMISSION EXPIRES VULY 15, 2025

<u>APPROVALŞ</u>

PPROVED THIS 11 The DAY OF	JUNE .	2024
ASHINGTON COUNTY SURVEYOR		_
Scott Jours		

DEDICATION ACCEPTED UNDER ORS 92.175(1)(B) THIS 1/1 DAY OF WASHINGTON COUNTY SURVEYOR

APPROVED THIS 11 AP DAY OF JUNE DIRECTOR, DEPARTMENT OF LAND USE AND TRANSPORTATION
BY:

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS PROVIDED BY ORS 92.095 HAVE BEEN PAID AS OF THIS 12TH DAY OF 50VE, 2024.

DIRECTOR OF ASSESSMENT AND TAXATION (WASHINGTON COUNTY ASSESSOR)

BY: DEPUTY

STATE OF OREGON
COUNTY OF WASHINGTON

I DO HEREBY CERTIFY THAT THIS PARTITION PLAT WAS RECEIVED FOR RECORD ON THIS 12 DAY OF JUNE, 2024 AT [24 O'CLOCK 2_M, AND RECORDED IN THE COUNTY CLERK RECORDS.

) ss

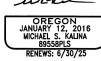
DEPUTY COUNTY CLERK

FIS 2024

REGISTERED

PROFESSIONAL

LAND SURVEYOR



JOB NAME: HERING

JOB NUMBER: 5669

DRAWN BY: KLH

CHECKED BY: MSK

AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD, STE 100
TUALATIN, OR 97062
503.563.6151
WWW.AKS—ENG.COM

DRAWING NO.: 5669-PP

WWW.AKS-ENG.COM

ENGINEERING · SURVEYING · NATURAL RESOURCES
FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE

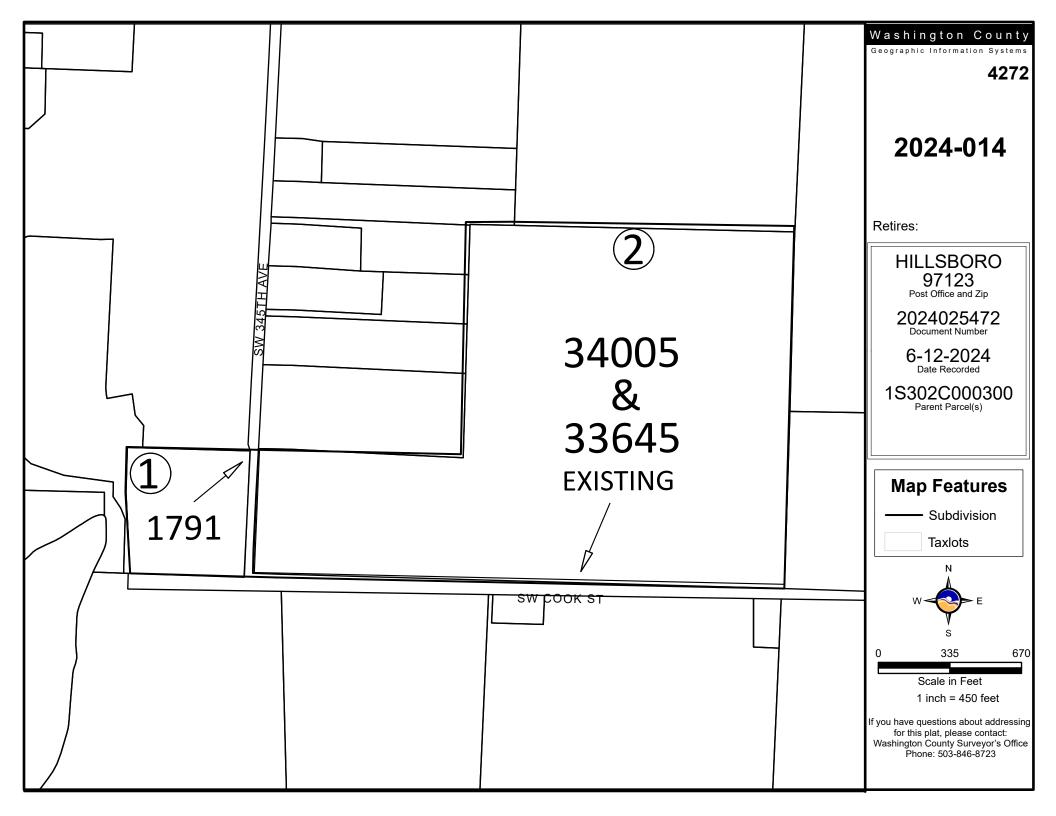
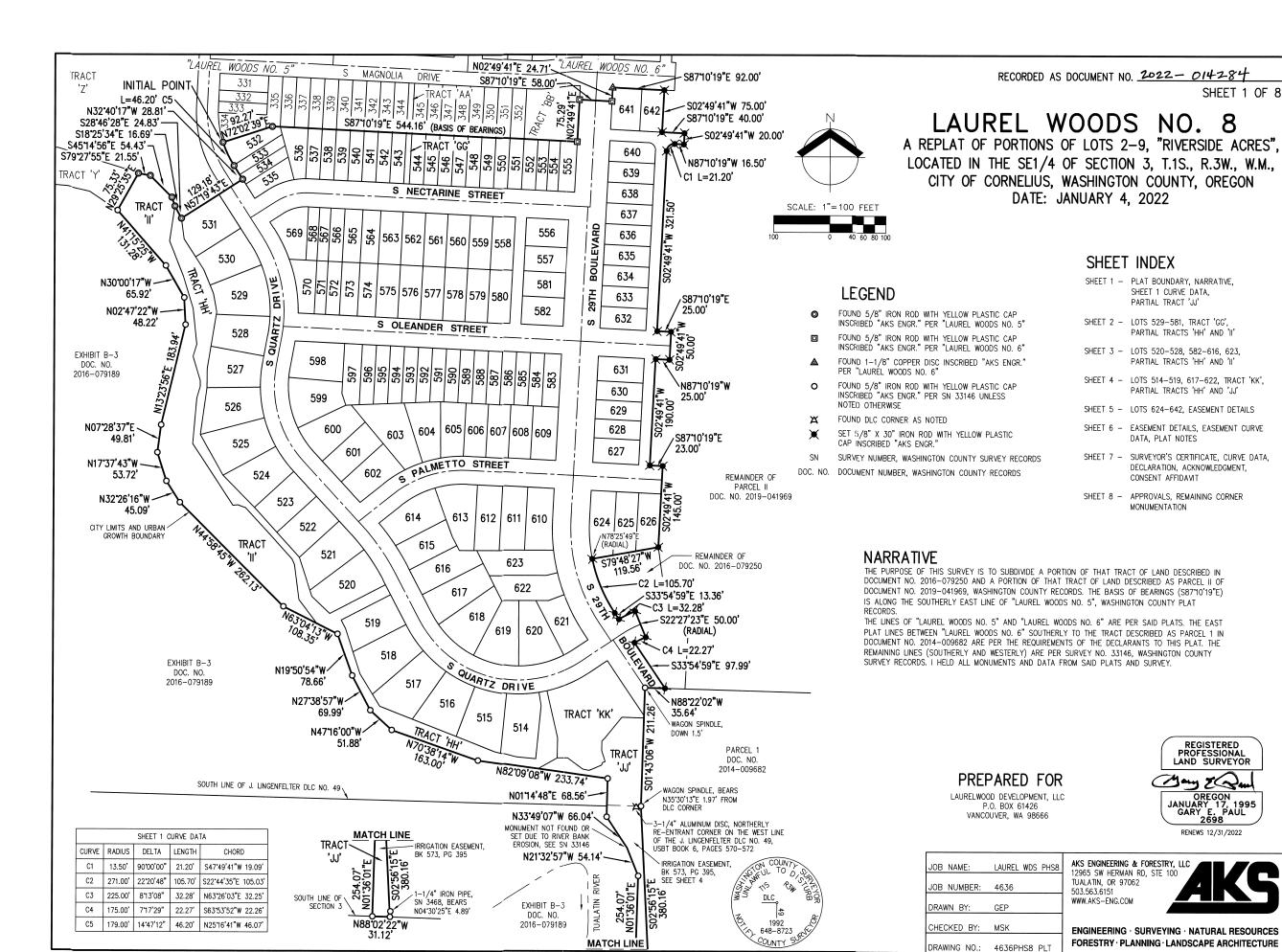
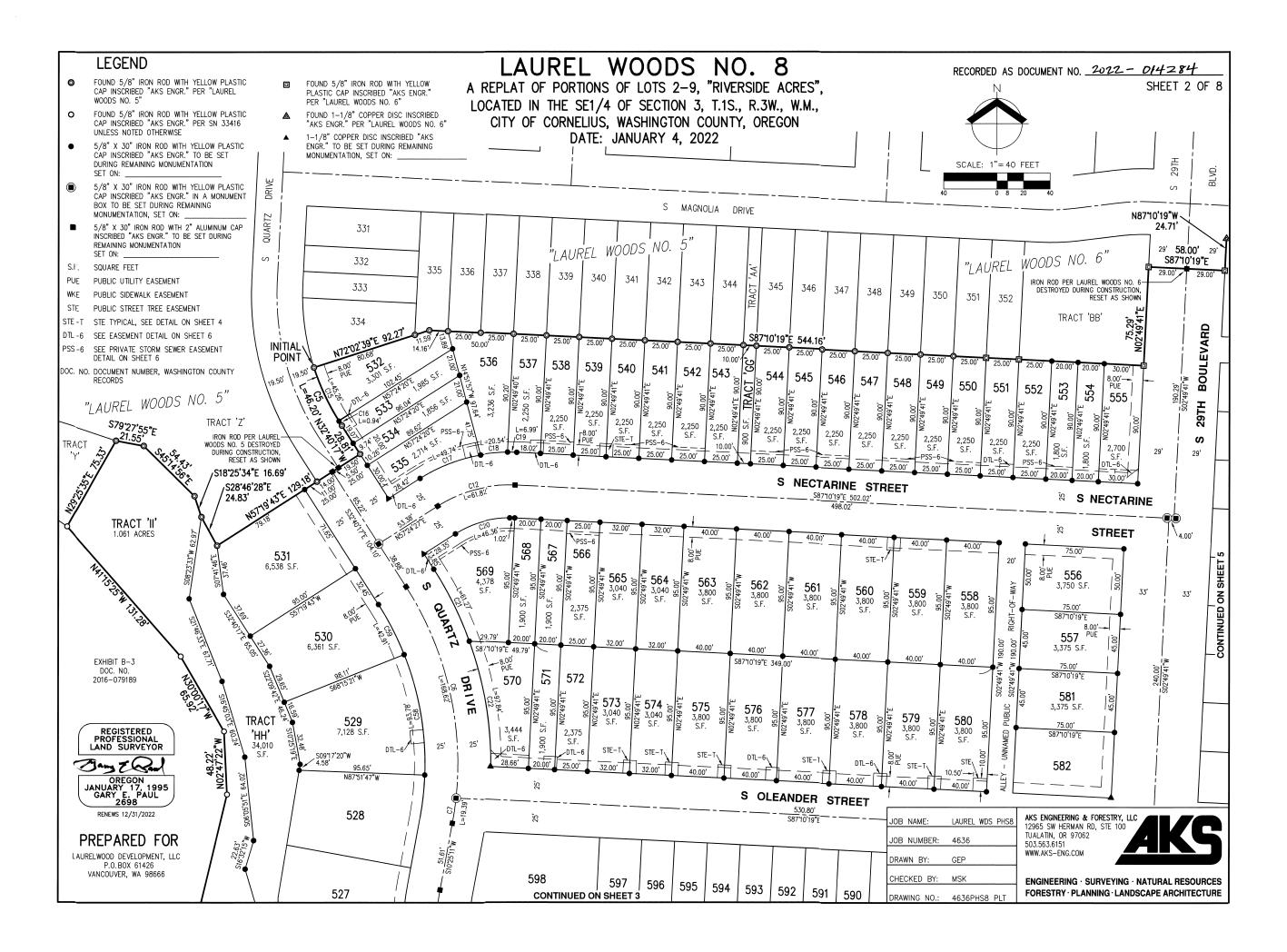
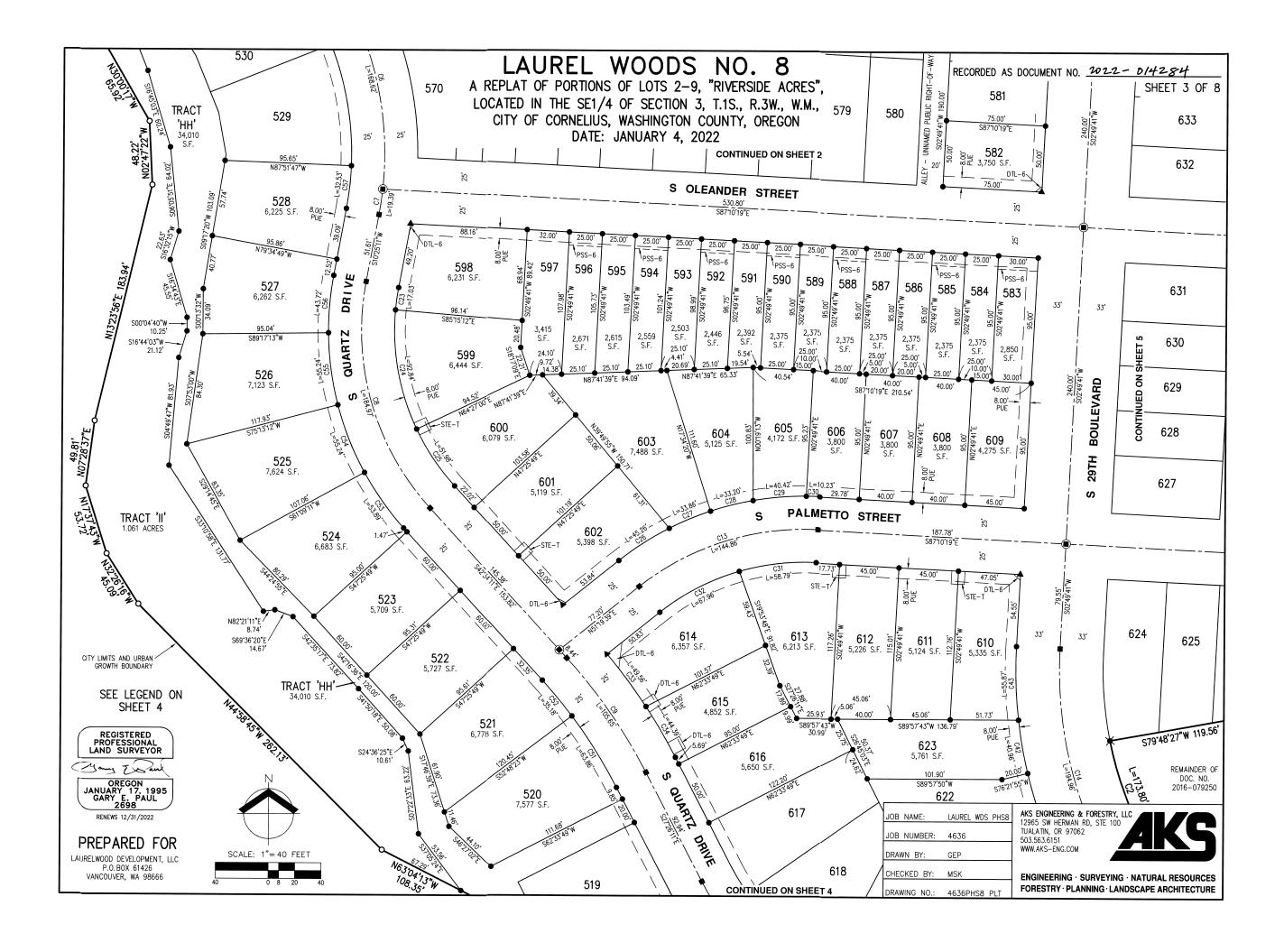


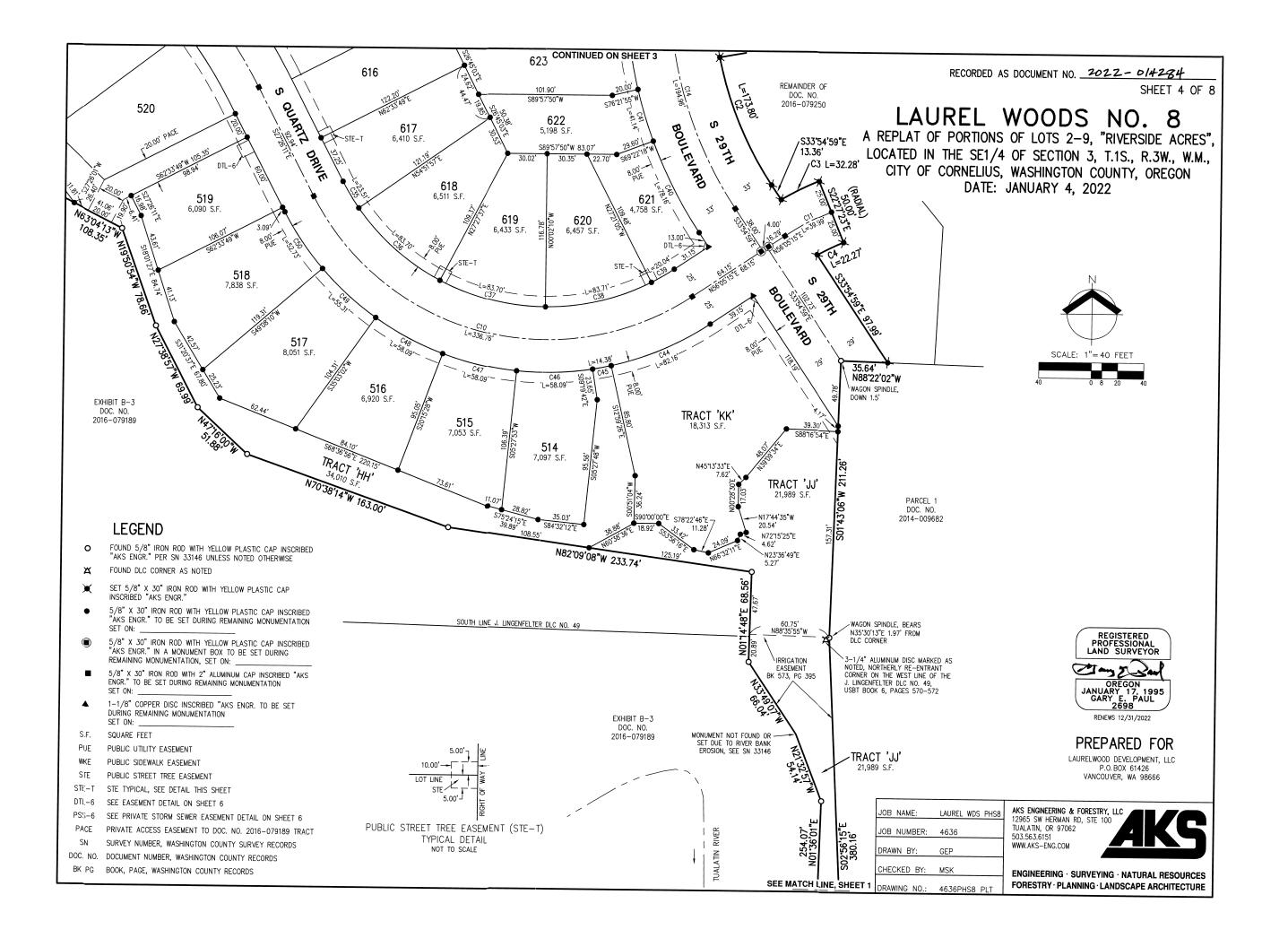


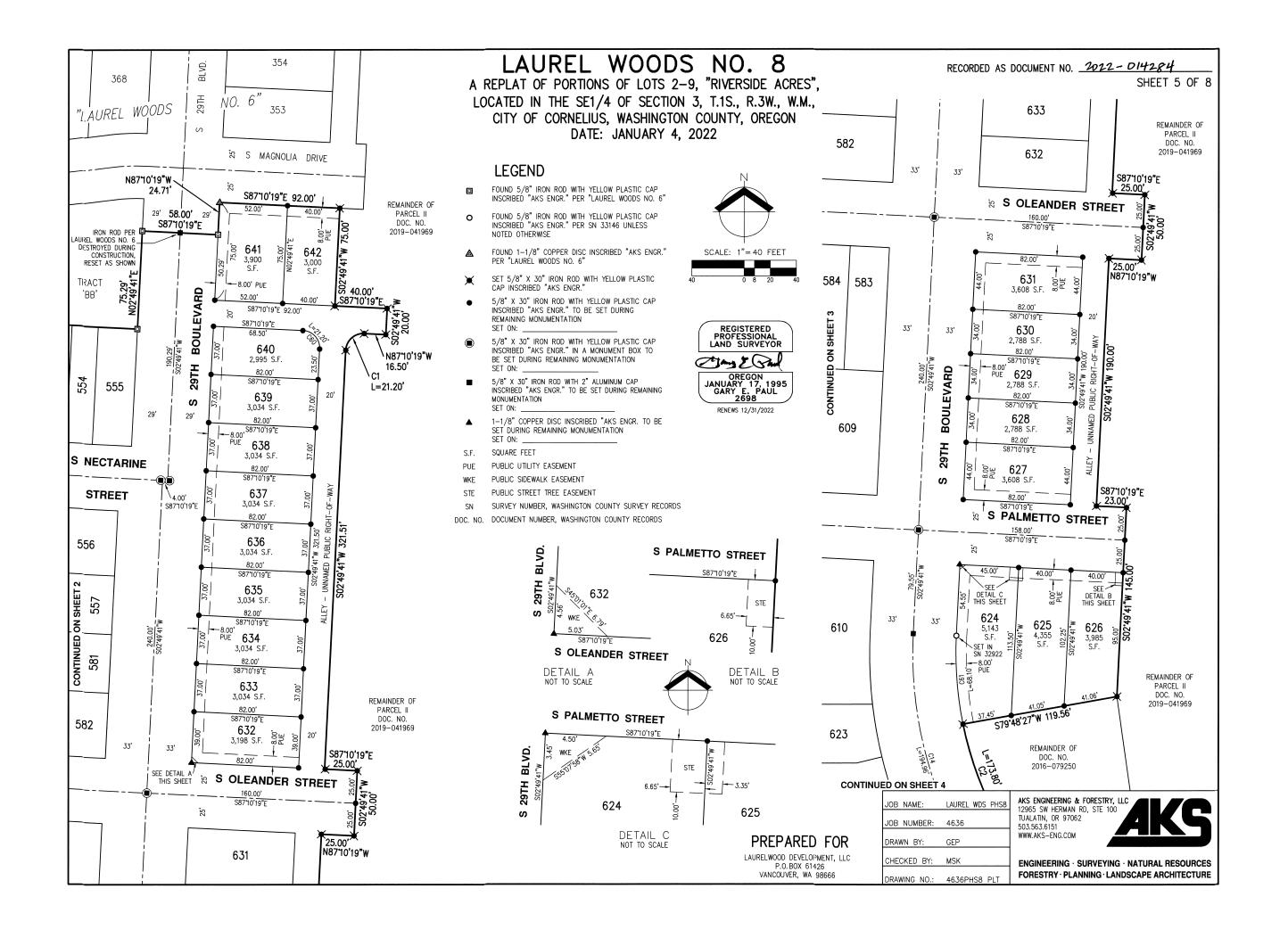
Exhibit I: Documents Referenced in Legal Description











S PALMETO DRIVE LAUREL WOODS NO. 8 S QUARTZ DRIVE RECORDED AS DOCUMENT NO. 2022 - 014284 A REPLAT OF PORTIONS OF LOTS 2-9, "RIVERSIDE ACRES". SHEET 6 OF 8 WKE STORY OF THE S LOCATED IN THE SE1/4 OF SECTION 3, T.1S., R.3W., W.M., PLAT NOTES CITY OF CORNELIUS, WASHINGTON COUNTY, OREGON DATE: JANUARY 4, 2022 MKE 11 W 12 1. THIS PLAT IS SUBJECT TO THE CITY OF CORNELIUS CONDITIONS OF APPROVAL FOR LAUREL WOODS IMPOSED IN CASE FILE CUP/PUD-03-16 AND SUB-03-16. 614 TRACT 'KK' OURRIT DRIVE PRIVATE STORM SEWER EASEMENT TRACT 'GG' IS A PUBLIC OPEN SPACE TRACT AND TRACT 'HH' IS A PUBLIC PARK RIGHT-OF-WAY LINE TRACT. SAID TRACTS SHALL BE MAINTAINED BY THE CITY OF CORNELIUS AND ARE SUBJECT TO A PUBLIC PEDESTRIAN AND BICYCLE ACCESS EASEMENT OVER THEIR PSSF ഗ BURDENED LOT BENEFITTED LOT 535, 536 537 STE 537 538 3. TRACTS 'II' AND 'JJ' ARE VEGETATED CORRIDOR TRACTS AND SHALL BE MAINTAINED 538 539 EASEMENT LINE DARALLEL TO ROW LINE (CURVE IF ROW A CURVE) BY THE CITY OF CORNELIUS AND ARE SUBJECT TO AN EASEMENT FOR STORM SEWER, SURFACE WATER, DRAINAGE AND DETENTION TO CLEAN WATER SERVICES OVER THEIR 7.92 540 541 S87'10'19"E 543 542 621 S NECTARINE STREET TRACT 'KK' IS A STORM WATER FACILITY AND SHALL BE MAINTAINED BY THE CITY OF WKE 544 545 PRIVATE STORM SEWER CORNELIUS AND IS SUBJECT TO AN EASEMENT FOR STORM SEWER, SURFACE WATER, 614 EASEMENT DETAIL 546 547 DRAINAGE AND DETENTION TO CLEAN WATER SERVICES OVER ITS ENTIRETY. (PSS-6) S QUARTZ DRIVE 548 549 551 552 550 551 **LEGEND** 553 552 555 544 FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP STE 567 INSCRIBED "AKS ENGR." PER "LAUREL WOODS NO. 5" 566 10.50'-5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED 568 569 AKS ENGR." TO BE SET DURING REMAINING MONUMENTATION 570 571 TRACT 'HH' S8710'19"E 583 584 1-1/8" COPPER DISC INSCRIBED "AKS ENGR. TO BE SET S OLEANDER STREET DURING REMAINING MONUMENTATION 585 586 ALL DETAILS ARE NOT TO SCALE 588 587 STE PUBLIC STREET TREE EASEMENT 590 589 S NECTARINE WKE PUBLIC SIDEWALK EASEMENT 592 591 519 PRIVATE STORM SEWER EASEMENT (SEE LOT TABLE ON THIS 594 593 SHEET FOR BURDENED AND BENEFITTED LOTS) 535 596 595 STE ROW RIGHT-OF-WAY 536 , QUARTL DAINE 615 EASEMENT DETAIL CURVE DATA 569 S PALMETTO 7.87.20.17.6 STREET CURVE RADIUS DELTA LENGTH S62'57'28"E 7.20' 602 0.019"E 5.17' WKE :02' M.LH. 64' S8710'19"E C62 425.00' 1*54'03" 14.10' S39'09'10"E 14.10' S NECTARINE STREET BLVD. C63 | 425.00' | 0'40'18" | 4.98' | \$33'45'25"E 4.98' 578 C64 | 425.00' | 0'40'36" | 5.02' | \$33'04'58"E 5.02' 579 **29TH** C65 | 425.00' | 1'20'53" | 10.00' | \$28'26'32"E 10.00' C66 425.00' 019'55" 2.46' \$27'36'08"E 2.46' S87'10'19"E S C67 | 275.00' | 2'40'27" | 12.84' | S00'51'33"E 12.84' S OLEANDER STREET C68 | 125.00' | 4'35'06" | 10.00' | N77'05'20"E 10.00' 535 C69 | 125.00' | 0'49'39" | 1.80' | N79'47'43"E 1.80' S OLEANDER 555 BLVD. C70 | 179.00' | 0"11'03" | 0.58' S3216'49"E 0.58' STREET QUARTZ DRIVE BLVD. C71 | 225.00' | 2*32'48" | 10.00' | S05*25'06"E 10.00' S87'10'19"E **29TH** C72 | 225.00' | 616'55" | 24.67' | S01'00'15"E 24.66' 8.37'-WKE / K **29TH** 5.17' S87'10'19"E 598 576 577 S OLEANDER REGISTERED PROFESSIONAL 13.11 8.37 STREET LAND SURVEYOR S87'10'19"E S NECTARINE STREET 532 Bany & Sant S OLEANDER STREET PREPARED FOR OREGON JANUARY 17, 199 GARY E. PAUL 2698 S84'23'50"W LAURELWOOD DEVELOPMENT, LLC P.O. BOX 61426 DRIVE DRIVE 570 VANCOUVER, WA 98666 RENEWS 12/31/2022 STE Ö. -10.00' PSSE QUARTZ (SFF TABLE) 8.56'-STE 571 QUARTZ AKS ENGINEERING & FORESTRY, LLC OB NAME: LAUREL WDS PHS8 L=12.84' C67 12965 SW HERMAN RD, STE 100 571 STF TUALATIN, OR 97062 572 JOB NUMBER: 4636 WKE 529 503.563.6151 WWW.AKS-ENG.COM 13.19' DANKE RAWN BY: S S87'10'19"F CHECKED BY: MSK **ENGINEERING · SURVEYING · NATURAL RESOURCES** S OLEANDER STREET S OLEANDER STREET FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE DRAWING NO.: 4636PHS8 PLT

1995

SHEET 7 OF 8

A REPLAT OF PORTIONS OF LOTS 2-9, "RIVERSIDE ACRES", LOCATED IN THE SE1/4 OF SECTION 3, T.1S., R.3W., W.M., CITY OF CORNELIUS, WASHINGTON COUNTY, OREGON DATE: JANUARY 4, 2022

SURVEYOR'S CERTIFICATE

CURVE DATA

C1 | 13.50' | 90'00'00" | 21.20' | S47'49'41"W 19.09' | C2 | 271.00' | 22'20'48" | 105.70' | S22'44'35"E 105.03'

C3 225.00' 813'08" 32.28' N63'26'03"E 32.25 C4 175.00' 717'29" 22.27' \$63'53'52"W 22.26

C5 | 179.00' | 14°47'12" | 46.20' | N25°16'41"W 46.07

C6 | 250.00' | 38'38'46" | 168.62' | S13'20'54"E 165.45'

C7 | 250.00' | 4*26'42" | 19.39' | \$08*11'50"W 19.39'

C8 | 200.00' | 52'59'22" | 184.97' | S16'04'30"E 178.44'

C9 400.00' 15'08'00" 105.65' \$35'00'11"E 105.34'

C10 200.00' 96*28'34" 336.76' S75*40'28"E 298.37

C11 | 200.00' | 11°27'22" | 39.99' | N61°48'56"E 39.92'

C12 | 100.00' | 35'25'14" | 61.82' | N75'07'04"E 60.84

C13 | 200.00' | 41°30'02" | 144.86' | N72°04'40"E 141.72

C14 304.00' 36'44'40" 194.96' S15'32'39"E 191.64'

C15 | 179.00' | 14°29'16" | 45.26' | S25°07'43"E 45.14'

C16 | 179.00' | 0'17'56" | 0.94' | \$32'31'19"E 0.93'

C17 | 125.00' | 22°48'05" | 49.74' | N68°48'29"E 49.42'

C18 | 125.00' | 9°24'59" | 20.54' | N84°55'02"E 20.52'

C20 75.00' 35'25'14" 46.36' S75'07'04"W 45.63'

C21 | 275.00' | 12°45'54" | 61.27' | S26°17'20"E 61.14'

C22 | 275.00' | 20°23'03" | 97.84' | S09°42'51"E 97.32'

C23 | 175.00' | 5*34'29" | 17.03' | S07*37'56"W 17.02'

C24 | 175.00' | 30°23'42" | 92.84' | S10°21'09"E 91.75

C25 | 175.00' | 17'01'11" | 51.98' | \$34'03'35"E 51.79

C26 | 225.00' | 11°31'34" | 45.26' | N57°05'26"E 45.19

C27 225.00' 8'37'19" 33.86' N67'09'53"E 33.83'

C28 | 225.00' | 8°27'18" | 33.20' | N75°42'11"E 33.17'

C29 | 225.00' | 1017'37" | 40.42' | N85'04'38"E 40.37

C30 | 225.00' | 2'36'14" | 10.23' | S88'28'26"E 10.22'

C31 | 175.00' | 1914'58" | 58.79' | \$8312'12"W 58.52'

C32 | 175.00' | 22"15'04" | 67.96' | S62"27'11"W 67.54'

C33 | 425.00' | 6'40'55" | 49.56' | S36'45'44"E 49.54'

C34 | 425.00' | 5*59'05" | 44.39' | S30*25'44"E 44.37

C35 | 175.00' | 7*41'52" | 23.51' | S31"17'07"E 23.49

C36 | 175.00' | 27*24'20" | 83.70' | S48*50'13"E 82.91

C37 175.00' 27'24'16" 83.70' \$76'14'31"E 82.91

C38 175.00' 27'24'26" 83.71' N76'21'08"E 82.91'
C39 175.00' 6'33'40" 20.04' N59'22'05"E 20.03'
C40 337.00' 13'17'17" 78.16' N27'16'21"W 77.98'

C41 337.00' 6'59'37" 41.14' N17'07'54"W 41.11'
C42 337.00' 6'57'49" 40.96' N10'09'10"W 40.93'

C43 | 337.00' | 9*29'57" | 55.87' | N01*55'17"W 55.81

C46 | 225.00' | 14'47'34" | 58.09' | S88'04'06"W 57.93'

C47 | 225.00' | 14°47'35" | 58.09' | N77°08'19"W 57.93'

C48 | 225.00' | 14'47'34" | 58.09' | N62'20'44"W 57.93'

C49 | 225.00' | 14°05'08" | 55.31' | N47°54'24"W 55.17'

C50 225.00' 13'25'39" 52.73' N34'09'01"W 52.61'
C51 375.00' 9'45'26" 63.86' N32'18'54"W 63.78'

C52 375.00' 5'22'34" 35.18' N39'52'54"W 35.17

C53 | 225.00' | 13°43'22" | 53.89' | N35°42'30"W 53.76'

C54 | 225.00' | 14'04'01" | 55.24' | N21'48'48"W 55.10'

C55 | 225.00' | 14'04'01" | 55.24' | N07'44'48"W 55.10' C56 | 225.00' | 11'07'58" | 43.72' | N04'51'12"E 43.65'

S88'46'24"F 6.99

125.00' 3'12'10" 6.99'

CURVE RADIUS DELTA LENGTH

I, GARY E. PAUL, HEREBY SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS, THE LANDS REPRESENTED ON THE ANNEXED MAP OF "LAUREL WOODS NO. 8", SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH. RANGE 3 WEST, WILLAMETTE MERIDIAN, CITY OF CORNELIUS, WASHINGTON COUNTY, OREGON, THAT AT THE INITIAL POINT OF SAID SURVEY I FOUND A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP MARKED "AKS ENGR.", SAID INITIAL POINT BEING THE SOUTHWEST CORNER OF LOT 334, "LAUREL WOODS NO. 5", RECORDED AS DOCUMENT NO. 2020-058343, WASHINGTON COUNTY RECORDS, AND BEING ON THE SOUTHERLY LINE OF SAID "LAUREL WOODS NO. 5"; THENCE NORTH 72"02"39" EAST ALONG SAID SOUTHERLY LINE, 92.27 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE AND THE SOUTHERLY LINE OF "LAUREL WOODS NO. 6", RECORDED AS DOCUMENT NO. 2020-105097, WASHINGTON COUNTY RECORDS, SOUTH 87'10'19" EAST, 544.16 FEET; THENCE TRACING THE SOUTHERLY LINE OF SAID "LAUREL WOODS NO. 6" ALONG THE FOLLOWING COURSES: NORTH 02 49'41" EAST, 75.29 FEET; THENCE SOUTH 87'10'19" EAST, 58.00 FEET; THENCE NORTH 02'49'41" EAST, 24.71 FEET; THENCE SOUTH 87'10'19" EAST, 92.00 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 02'49'41" WEST, 75.00 FEET; THENCE SOUTH 87'10'19" EAST, 40.00 FEET; THENCE SOUTH 02'49'41" WEST, 20.00 FEET; THENCE NORTH 8710'19" WEST, 16.50 FEET TO THE POINT OF CURVE LEFT OF A 13.50 FOOT RADIUS CURVE; THENCE ALONG THE ARC OF SAID CURVE LEFT THROUGH A CENTRAL ANGLE 90'00'00", 21.20 FEET (CHORD BEARS SOUTH 47'49'41" WEST, 19.09 FEET); THENCE SOUTH 02'49'41" WEST, 321.50 FEET: THENCE SOUTH 87'10'19" EAST, 25.00 FEET; THENCE SOUTH 02'49'41" WEST, 50.00 FEET; THENCE NORTH 8710'19" WEST, 25.00 FEET: THENCE SOUTH 02'49'41" WEST, 190.00 FEET; THENCE SOUTH 8710'19" EAST, 23.00 FEET; THENCE SOUTH 02'49'41" WEST, 145.00 FEET; THENCE SOUTH 79'48'27" WEST, 119.56 FEET TO A POINT OF NON-TANGENT CURVATURE: THENCE SOUTHEASTERLY ALONG THE ARC OF A 271.00 FOOT RADIUS CURVE (THE RADIUS POINT OF WHICH BEARS NORTH 78'25'49" EAST) THROUGH A CENTRAL ANGLE OF 22'20'48", 105.70 FEET (CHORD BEARS SOUTH 22'44'35" EAST, 105.03 FEET); THENCE SOUTH 33'54'59' EAST, 13.36 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE RIGHT (THE RADIUS POINT OF WHICH BEARS SOUTH 30'40'31" EAST) THROUGH A CENTRAL ANGLE OF 8"13'08", 32.28 FEET (CHORD BEARS NORTH 63°26'03" EAST, 32.25 FEET); THENCE SOUTH 22°27'23" EAST, 50.00 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE LEFT (THE RADIUS POINT OF WHICH BEARS SOUTH 22'27'23" EAST) THROUGH A CENTRAL ANGLE OF 7'17'29", 22.27 FEET (CHORD BEARS SOUTH 63'53'52" WEST, 22.26 FEET); THENCE SOUTH 33'54'59" EAST, 97.99 FEET TO THE NORTH LINE OF THE TRACT OF LAND DESCRIBED AS PARCEL 1 IN DOCUMENT NO. 2014-009682, WASHINGTON COUNTY RECORDS: THENCE NORTH 88'22'02" WEST ALONG SAID NORTH LINE, 35.64 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE SOUTH 01'43'06" WEST ALONG THE WEST LINE OF SAID PARCEL 1, A DISTANCE OF 211.26 FEET TO AN ANGLE POINT; THENCE CONTINUING ALONG SAID WEST LINE SOUTH 02'56'15" EAST, 380.16 FEET TO THE SOUTH LINE OF SAID SECTION 3; THENCE NORTH 88'02'22" WEST ALONG SAID SOUTH LINE, 31.12 FEET TO THE URBAN GROWTH BOUNDARY AS ANNEXED IN METRO ORDINANCE-RESOLUTION 14-1336; THENCE TRACING THE URBAN GROWTH BOUNDARY ALONG THE FOLLOWING COURSES: NORTH 01'36'01" EAST, 254.07 FEET; THENCE NORTH 21'32'57" WEST, 54.14 FEET; THENCE NORTH 33'49'07" WEST, 66.04 FEET: THENCE NORTH 0114'48" EAST, 68.56 FEET: THENCE NORTH 82'09'08" WEST, 233.74 FEET; THENCE NORTH 70'38'14" WEST, 163.00 FEET: THENCE NORTH 4716'00" WEST, 51.88 FEET; THENCE NORTH 27'38'57" WEST, 69.99 FEET; THENCE NORTH 19'50'54" WEST, 78.66 FEET; THENCE NORTH 63'04'13" WEST, 108.35 FEET; THENCE NORTH 44'58'45" WEST, 262.13 FEET; THENCE NORTH 32'26'16" WEST, 45.09 FEET; THENCE NORTH 17:37'43" WEST, 53.72 FEET; THENCE NORTH 07'28'37" EAST, 49.81 FEET; THENCE NORTH 13'23'56" EAST, 183.94 FEET; THENCE NORTH 02'47'22" WEST, 48.22 FEET; THENCE NORTH 30"00'17" WEST, 65.92 FEET; THENCE NORTH 41"15"25" WEST. 131.28 FEET TO THE MOST SOUTHERLY EAST CORNER OF TRACT 'Y', SAID "LAUREL WOODS NO. 5"; THENCE TRACING THE BOUNDARY OF SAID "LAUREL WOODS NO. 5" ALONG THE FOLLOWING COURSES: NORTH 29'25'35" EAST, 75.35 FEET; THENCE SOUTH 79'27'55" EAST. 21.55 FEET; THENCE SOUTH 4514'56" EAST, 54.43 FEET; THENCE SOUTH 1825'34" EAST, 16.69 FEET; THENCE SOUTH 28'46'28" EAST, 24.83 FEET; THENCE NORTH 57'19'43" EAST, 129.18 FEET; THENCE NORTH 32'40'17" WEST, 28.81 FEET TO THE POINT OF CURVE RIGHT OF A 179.00 FOOT RADIUS CURVE: THENCE ALONG THE ARC OF SAID CURVE RIGHT THROUGH A CENTRAL ANGLE OF 14'47'12", 46.20 FEET (CHORD BEARS NORTH 2516'41" WEST, 46.07 FEET) TO THE INITIAL POINT. CONTAINS 19.890 ACRES, MORE OR LESS.

AS PER O.R.S. 92.070(2), I ALSO CERTIFY THAT THE POST MONUMENTATION OF THE REMAINING MONUMENTS IN THIS SUBDIVISION WILL BE ACCOMPLISHED WITHIN 90 CALENDAR DAYS FOLLOWING THE COMPLETION OF PAVING IMPROVEMENTS OR ONE YEAR FOLLOWING THE ORIGINAL PLAT RECORDATION, WHICHEVER COMES FIRST, IN ACCORDANCE WITH O.R.S. 92.060.

GARY F. PAUL

Jany & Paul

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2698

CURVE DATA CONTINUED								
CURVE	RADIUS	DELTA	LENGTH	CHORD				
C57	225.00'	816'58"	32.53	N06'16'42"E 32.50'				
C58	225.00'	23*52'52"	93.78'	N09'48'13"W 93.10'				
C59	225.00'	10*55'38"	42.91	N2712'28"W 42.84				
C60	13.50'	90'00'00"	21.20'	S42'10'19"E 19.09'				
C61	271.00'	14*23'52"	68.10'	S04°22'15"E 67.92'				

CONSENT AFFIDAVIT

A SUBDIVISION PLAT CONSENT AFFIDAVIT FROM WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION, A TRUST DEED BENEFICIARY, WASHINGTON COUNTY RECORDS, HAS BEEN RECORDED AS DOCUMENT NO. 2022-01-1285, WASHINGTON COUNTY RECORDS.

DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS THAT LAURELWOOD DEVELOPMENT, LLC, AN OREGON LIMITED LIABILITY COMPANY, IS THE OWNER OF THE LAND SHOWN ON THE ANNEXED MAP AND AS DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED IN ACCORDANCE WITH THE PROVISIONS OF O.R.S. CHAPTER 92, ALL LOTS AND TRACTS BEING OF THE DIMENSIONS SHOWN AND ALL STREETS AND EASEMENTS OF THE WIDTHS THEREON SET FORTH, AND DOES HEREBY DEDICATE TO THE PUBLIC AS PUBLIC WAYS ALL RIGHTS OF WAY AS SHOWN, AND DOES HEREBY GRANT ALL EASEMENTS AS SHOWN OR NOTED ON SAID PLAT.

LAURELWOOD DEVELOPMENT, LLC, AN OREGON LIMITED LIABILITY COMPANY

BY: HOLT GROUP HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SOLE MEMBER

BY GREG KUBICEK, MANAGER

ACKNOWLEDGMENT

STATE OF OREGON

UNTY OF NUM NOM A. J

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS $\underline{23}$ DAY OF $\underline{5}$ AND $\underline{4}$, $\underline{1}$ OAY, BY GREG H KUBICEK AS MANAGER OF SPE OREGON MANAGEMENT, LLC, AN OREGON LIMITED LIABILITY COMPANY, THE MANAGER OF LAURELWOOD DEVELOPMENT, LLC, AN OREGON LIMITED LIABILITY COMPANY.

NOTARY SIGNATURE

MERLY STE, NMERZ

COMMISSION NO. 977c2

MY COMMISSION EXPIRES JULY 17 2027

PREPARED FOR

LAURELWOOD DEVELOPMENT, LLC P.O.BOX 61426 VANCOUVER, WA 98666 REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 17, 1995
GARY E. PAUL
2698

RENEWS 12/31/2022

JOB NAME:	LAUREL WDS PHS8	AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD, STE 100
JOB NUMBER:	4636	TUALATIN, OR 97062 503.563.6151
DRAWN BY:	GEP	WWW.AKS-ENG.COM
CHECKED BY:	MSK	ENGINEERING · SURVEYING · NATURAL RESOURCES
DRAWING NO.:	4636PHS8 PLT	FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE

LAUREL WOODS NO. 8

A REPLAT OF PORTIONS OF LOTS 2-9, "RIVERSIDE ACRES", LOCATED IN THE SE1/4 OF SECTION 3, T.1S., R.3W., W.M., CITY OF CORNELIUS, WASHINGTON COUNTY, OREGON DATE: JANUARY 4, 2022

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IN ACCORDANCE WITH O.R.S. 92.070, THE REMAINING CORNERS OF THIS SUBDIVISION HAVE BEEN CORRECTLY SET WITH THE PROPER MONUMENTS. AN AFFIDAVIT HAS BEEN PREPARED REGARDING THE SETTING OF SAID MONUMENTS AND IS RECORDED IN DOCUMENT

NO				WASHINGTON	COUNTY	RECORDS.
APPROVED TI	HIS	DAY OF		,		_
WASHINGTON	COUNTY SURV	YOR	•			

REGISTERED PROFESSIONAL LAND SURVEYOR

JANUARY 17, 1995
GARY E. PAUL
2698

RENEWS 12/31/2022

PREPARED FOR

LAURELWOOD DEVELOPMENT, LLC P.O.BOX 61426 VANCOUVER, WA 98666 RECORDED AS DOCUMENT NO. 2022 - 014284

SHEET 8 OF 8

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APPROVED THIS 20th DAY OF DALMOUT, 2016 CITY OF CORNELIUS, PLANNING COMMISSION

r: Dulletya

APPROVED THIS 15 DAY OF FEW WAY 1, 2022 CITY OF COMMELIUS COMMUNITY DEVELOPMENT DIRECTOR

APPROVED THIS 25 TO DAY OF FEBRUARY , 2022 WASHINGTON COUNTY SURVEYOR

BY: Sott you

APPROVED THIS 25 DAY OF FEBRUARY , 2022 WASHINGTON COUNTY BOARD OF COMMISSIONERS

BY: Dert you

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS PROVIDED BY ORS 92.095 HAVE BEEN PAID AS OF THIS 25¹² DAY OF FEBRUARY , 2022

DIRECTOR OF ASSESSMENT AND TAXATION (WASHINGTON COUNTY ASSESSOR)

BY: DEPUTY

ATTEST THIS 25 DAY OF #ERPUAPH , 2022
DIRECTOR OF ASSESSMENT AND TAXATION
EX-OFFICIO COUNTY CLERK

BY: _____

STATE OF OREGON
COUNTY OF WASHINGTON

I DO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT WAS RECEIVED FOR RECORD ON THIS 25 DAY OF FERRUAL 2:40 O'CLOCK P. M. AND RECORDED IN THE COUNTY CLERK PECORDS

DEPUTY COUNTY CLERK

JOB NAME: LAUREL WDS PHS8

JOB NUMBER: 4636

DRAWN BY: GEP

DRAWING NO.: 4636PHS8 PLT

CHECKED BY: MSK

AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD, STE 100 TUALATIN, OR 97062 503.563.6151 WWW.AKS—ENG.COM

ENGINEERING · SURVEYING · NATURAL RESOURCES FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE

NARRATIVE THE PURPOSE OF THIS SURVEY IS TO SURDIVIDE A PORTION OF THAT TRACT OF LAND DESCRIBED IN DOCUMENT NO. 2016-079250 AND A PORTION OF THAT TRACT OF LAND DESCRIBED AS PARCEL II OF DOCUMENT NO. 2019-041969. WASHINGTON COUNTY RECORDS. THE BASIS OF BEARINGS (\$02*49'41"W) IS ALONG THE SOUTHERLY EAST LINE OF "LAUREL WOODS NO. 8", WASHINGTON COUNTY PLAT RECORDS THIS LINES OF "LAUREL WOODS NO. 6" AND "LAUREL WOODS NO. 8" ARE PER SAID PLATS. THE SOUTH LINE AND THE WEST RIGHT-OF-WAY LINE OF SW 345TH AVENUE ARE PER SURVEY NO. 33146. DATE: APRIL 20, 2023 WASHINGTON COUNTY SURVEY RECORDS. THE NORTHERLY LINES ARE PER THE REQUIREMENTS OF THE DECLARANTS TO THIS PLAT. I HELD ALL MONUMENTS AND DATA FROM SAID PLATS AND SURVEY. 355 354 371 370 369 368 143.00' 353 N8710'19"W S MAGNOLIA DRIVE S MAGNOLIA S02°49'41"W 50.00'-SCALE: 1"=100 FEET N87"10'19"W 18.00'-DRIVE S02°49'41"W 75.00" INITIAL POINT 641 | 642 TRACT 643 644 S87"10'19"E 40.00' S871019"E S02'49'41"W 20.00' N8710'19"W 16.50' 645 ¦C1 L=21.20'∠ N8710'19"W 639 646 29.33' S NECTARINE STREET 638 647 REMAINDER OF PARCEL II 637 648 DOC. NO. 2019-041969 556 560 | 559 | 558 561 636 🛎 649 29.33 WOODS . 635 S87'10'19"E S02'49'41"W 650 557 N87°10'19"W 150.00' , AIIREL 30.00 634 **X** N87'10'19"W 298.00' 651 581 577 578 579 580 633 652 654 | 655 | 656 | 657 | 658 | 659 | 582 660 632 653 OLEANDER STREET 718 S87'10'19"E 25.00' S02°49'41"W 50.00' N8710'19"W 25.00' S OLEANDER STREET 717 <u>ਵੇ</u> 670 669 668 667 666 665 664 630 716 663 662 629 715 605 | 606 | 607 | 608 | 609 628 604 679 AVENUE NO. 528) 671 | 672 | 673 | 674 | 675 | 676 | 677 678 627 714 PALMETTO STREET S87'10'19"E 23.00' S PALMETTO STREET SW 345TH / 713 613 612 611 610 624 | 625, 7 681 | 682 | 683 | 684 | 685 | 686 687 712 688 689 119.56 S79.48.27"W 615 711 623 616 698 \ 697 | 696 | 695 | 694 | 693 | 692 691 690 699 622 617 710 621 618 S33'54'59"E 13.36' S QUARTZ DRIVE 619 620 C3 L=32.28'\ S22°27'23"E 50.00' (RADIAL) | 700 | 701 | 702 | 703 | 704 | 705 | 706 707 708 ري 709 C4 L=22.27 DRIVE S88°22'02"E 539.68' 516 TRACT 'KK' SET IN SN 33146 515 514 WOODS NO. PARCEL 1

DOC. NO. 2014-009682

LAUREL

TRACT

LAUREL WOODS NO. 9

A REPLAT OF PORTIONS OF LOTS 6-10, "RIVERSIDE ACRES". LOCATED IN THE SE1/4 OF SECTION 3, T.1S., R.3W., W.M., CITY OF CORNELIUS, WASHINGTON COUNTY, OREGON

LEGEND

- FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "AKS ENGR." PER "LAUREL WOODS NO. 8" UNLESS OTHERWISE NOTED
- FOUND 1-1/8" COPPER DISC INSCRIBED "AKS ENGR." PER "LAURÍ"I WOODS NO. 6"
- FOUND 1-1/8" COPPER DISC INSCRIBED "AKS ENGR." PER "LAURIL WOODS NO. 8"
- SET 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "AKS ENGR."
- SET 1-1/8" COPPER DISC INSCRIBED "AKS ENGR."
- TR TRACT
- SN SURVEY NUMBER, WASHINGTON COUNTY SURVEY RECORDS
- DOC. NO. DOCUMENT NUMBER, WASHINGTON COUNTY RECORDS

SHEET INDEX

RECORDED AS DOCUMENT NO.

SHEET 1 - PLAT BOUNDARY, NARRATIVE, SHEET 1 CURVE DATA, SURVEYOR'S CERTIFICATE

2023 022982

SHEET 1 OF 6

SHEET 2 - LOTS 643-660, 718, 719 SHEET 2 CURVE DATA

SHEET 3 - LOTS 661-680, 713-717

SHEET 4 - LOTS 681-712, TRACT 'LL', SHFFT 4 CURVE DATA

SHEET 5 - EASEMENT DETAILS, PLAT NOTES

SHEET 6 - DECLARATION, ACKNOWLEDGMENT, APPROVALS, REMAINING CORNER MONUMENTATION

SURVEYOR'S CERTIFICATE

I, GARY E. PAUL, HEREBY SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS, THE LANDS REPRESENTED ON THE ANNEXED MAP OF "LAUREL WOODS NO. 9", SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, CITY OF CORNELIUS, WASHINGTON COUNTY, OREGON, THAT AT THE INITIAL POINT OF SAID SURVEY I FOUND A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP MARKED "AKS ENGR.", SAID INITIAL POINT BEING THE NORTHEAST CORNER OF LOT 642, "LAUREL WOODS NO. 8", RECORDED AS DOCUMENT NO. 2022-014284, WASHINGTON COUNTY RECORDS, AND BEING ON THE SOUTHERLY LINE OF "LAUREL WOODS NO. 6", RECORDED AS DOCUMENT NO. 2020-105097, WASHINGTON COUNTY RECORDS, THENCE TRACING THE EASTERLY LINE OF SAID "LAUREL WOODS NO. 8" ALONG THE FOLLOWING COURSES: SOUTH 02'49'41" WEST. 75.00 FEET: THENCE SOUTH 87"10'19" EAST, 40.00 FEET: THENCE SOUTH 02'49'41" WEST, 20.00 FEET: THENCE NORTH 87"10'19" WEST, 16.50 FEET TO THE POINT OF CURVE LEFT OF A 13.50 FOOT RADIUS CURVE; THENCE ALONG THE ARC OF SAID CURVE LEFT THROUGH A CENTRAL ANGLE 90'00'00", 21.20 FEE1 (CHORD BEARS SOUTH 47'49'41" WEST, 19.09 FEET); THENCE SOUTH 02'49'41" WEST, 321.50 FEET; THENCE SOUTH 8710'19" EAST, 25.00 FEET; THENCE SOUTH 02'49'41" WEST, 50.00 FEET; THENCE NORTH 8710'19" WEST, 25.00 FEET; THENCE SOUTH 02'49'41" WEST, 190.00 FEET; THENCE SOUTH 87'10'19" EAST, 23.00 FEET; THENCE SOUTH 02'49'41" WEST, 145.00 FEET; THENCE SOUTH 79°48'27" WEST, 119.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 271.00 FOOT RADIUS CURVE (THE RADIUS POINT OF WHICH BEARS NORTH 78'25'49" EAST) THROUGH A CENTRAL ANGLE OF 22'20'48", 105.70 FEET (CHORD BEARS SOUTH 22'44'35" EAST, 105.03 FEET); THENCE SOUTH 33'54'59" EAST, 13.36 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE RIGHT (THE RADIUS POINT OF WHICH BEARS SOUTH 30'40'31" EAST) THROUGH A CENTRAL ANGLE OF 8'13'08", 32.28 FEET (CHORD BEARS NORTH 63'26'03" EAST, 32.25 FEET); THENCE SOUTH 22'27'23" EAST, 50.00 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE LEFT (THE RADIUS POINT OF WHICH BEARS SOUTH 22'27'23" EAST) THROUGH A CENTRAL ANGLE OF 7'17'29", 22.27 FLET (CHORD BEARS SOUTH 63'53'52" WEST, 22.26 FEET); THENCE SOUTH 33'54'59" EAST, 97.99 FEET TO THE NORTH LINE OF THE TRACT OF LAND DESCRIBED AS PARCEL 1 IN DOCUMENT NO. 2014-009682, WASHINGTON COUNTY RECORDS; THENCE SOUTH 88'22'02" EAST ALONG SAID NORTH LINE, 539.68 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SW 345TH AVENUE (COUNTY ROAD NO. 528); THENCE NORTH 02'49'41" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 749.79 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 8710'19" WEST. 150.00 FEET: THENCE SOUTH 02'49'41" WEST. 30.00 FEET: THENCE NORTH 8710'19" WEST, 298.00 FEET; THENCE NORTH 02'49'41" EAST, 95.00 FEET; THENCE SOUTH 8710'19" EAST, 29.33 FEET; THENCE NORTH 02'49'41" EAST, 50.00 FEET; THENCE NORTH 87'10'19" WEST, 29.33 FEET; THENCE NORTH 02'49'41" EAST, 190.00 FEET; THENCE SOUTH 8710'19" EAST, 11.00 FEET; THENCE NORTH 02'49'41" EAST, 50.00 FEET; THENCE NORTH 87'10'19" WEST, 143.00 FEET TO THE EAST LINE OF SAID "LAUREL WOODS NO. 6"; THENCE TRACING THE BOUNDARY OF SAID "LAUREL WOODS NO. 6" ALONG THE FOLLOWING COURSES: SOUTH 02'49'41" WEST, 50.00 FEET; THENCE NORTH 87'10'19" WEST, 18.00 FEET TO THE INITIAL POINT. CONTAINS 11.226 ACRES, MORE OR LESS.

AS PER O.R.S. 92.070(2), I ALSO CERTIFY THAT THE POST MONUMENTATION OF THE REMAINING MONUMENTS IN THIS SUBDIVISION WILL BE ACCOMPLISHED WITHIN 90 CALENDAR DAYS FOLLOWING THE COMPLETION OF PAVING IMPROVEMENTS OR ONE YEAR FOLLOWING THE ORIGINAL PLAT RECORDATION, WHICHEVER COMES FIRST, IN ACCORDANCE WITH O.R.S. 92.060.

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2698

PREPARED FOR

OREGON JANUARY 17, 1995 GARY E. PAUL 2698 LAURELWOOD DEVELOPMENT, LLC P.O.BOX 61426 VANCOUVER, WA 98666 RENEWS 12/31/2024 AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD STF 100 TUALATIN OR 97062 503.563.6151 WWW.AKS-ENG.COM

SHEET 1 CURVE DATA								
CURVE	RADIUS	DELTA	LENGTH	CHORD				
C1	13.50'	90'00'00"	21.20'	S47'49'41"W 19.09'				
C2	271.00'	22*20'48"	105.70'	S22'44'35"E 105.03'				
C3	225.00	813'08"	32.28'	N63*26'03"E 32.25'				
C4	175.00'	7"17'29"	22.27'	S63*53'52"W 22.26'				

JOB NAME:	LAUREL WOODS						
JOB NUMBER:	4636						
DRAWN BY:	GEP						
CHECKED BY:	MSK						
DRAWING NO	4636DHO DLAT						

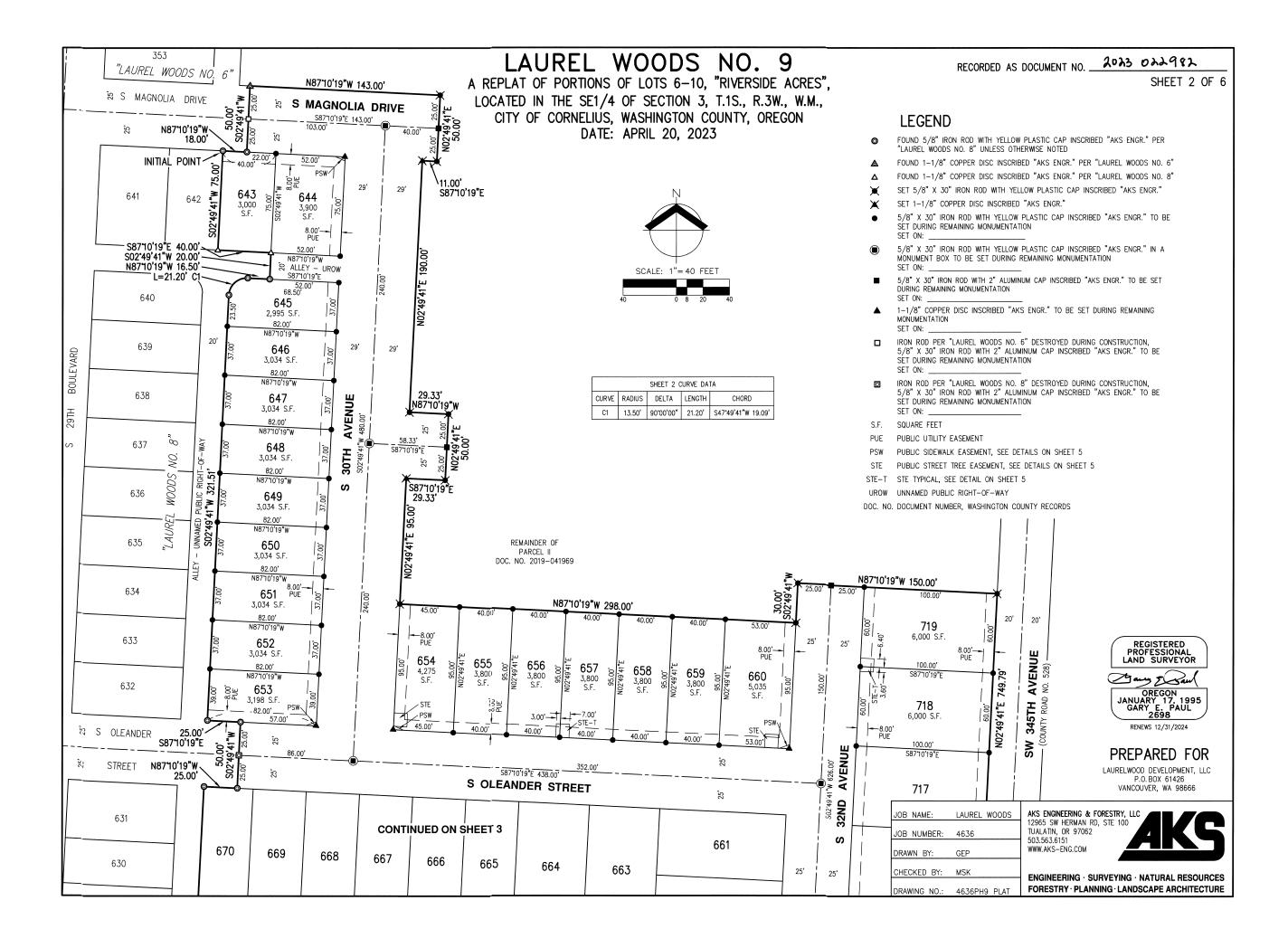
ENGINEERING · SURVEYING · NATURAL RESOURCES FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE

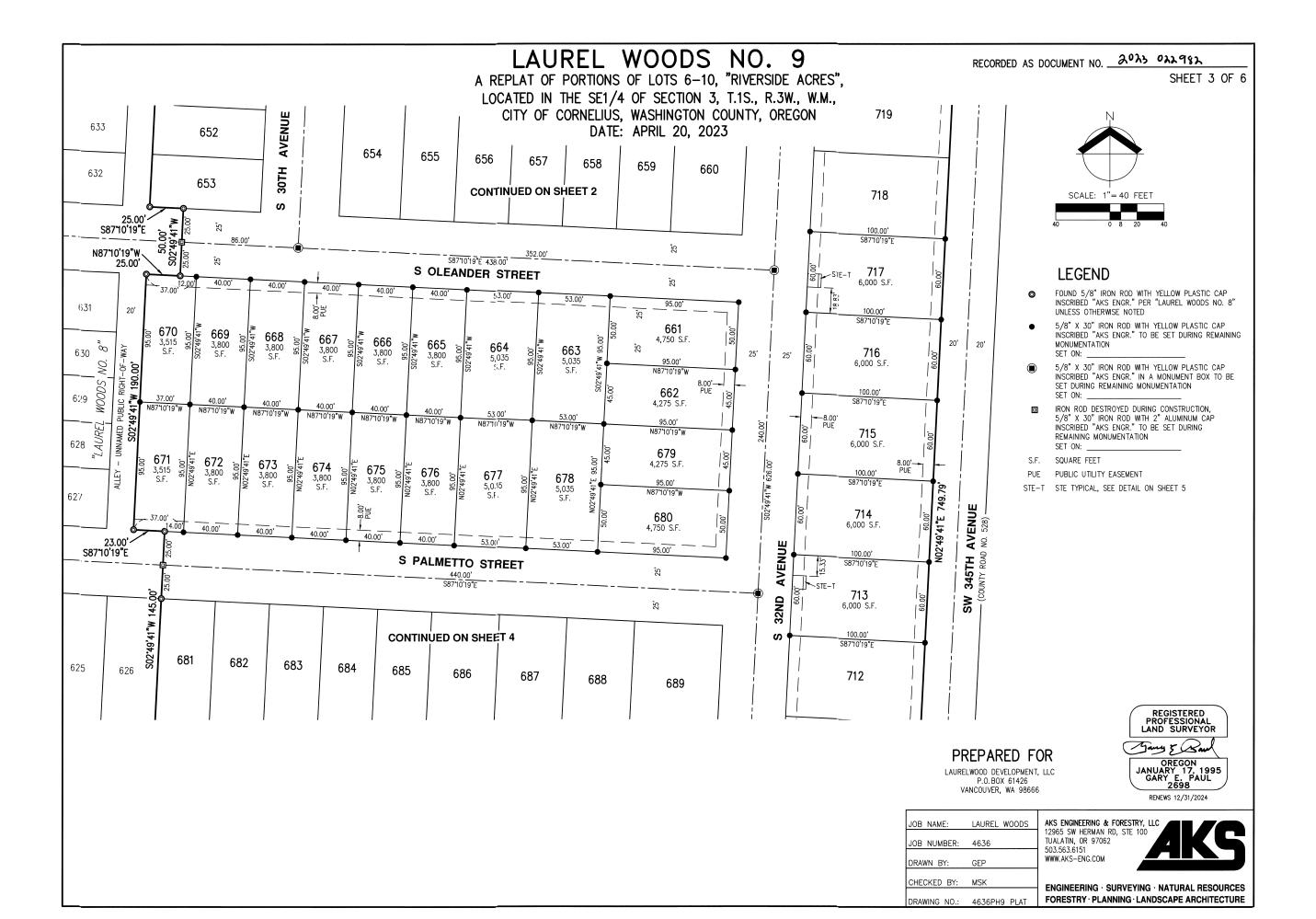
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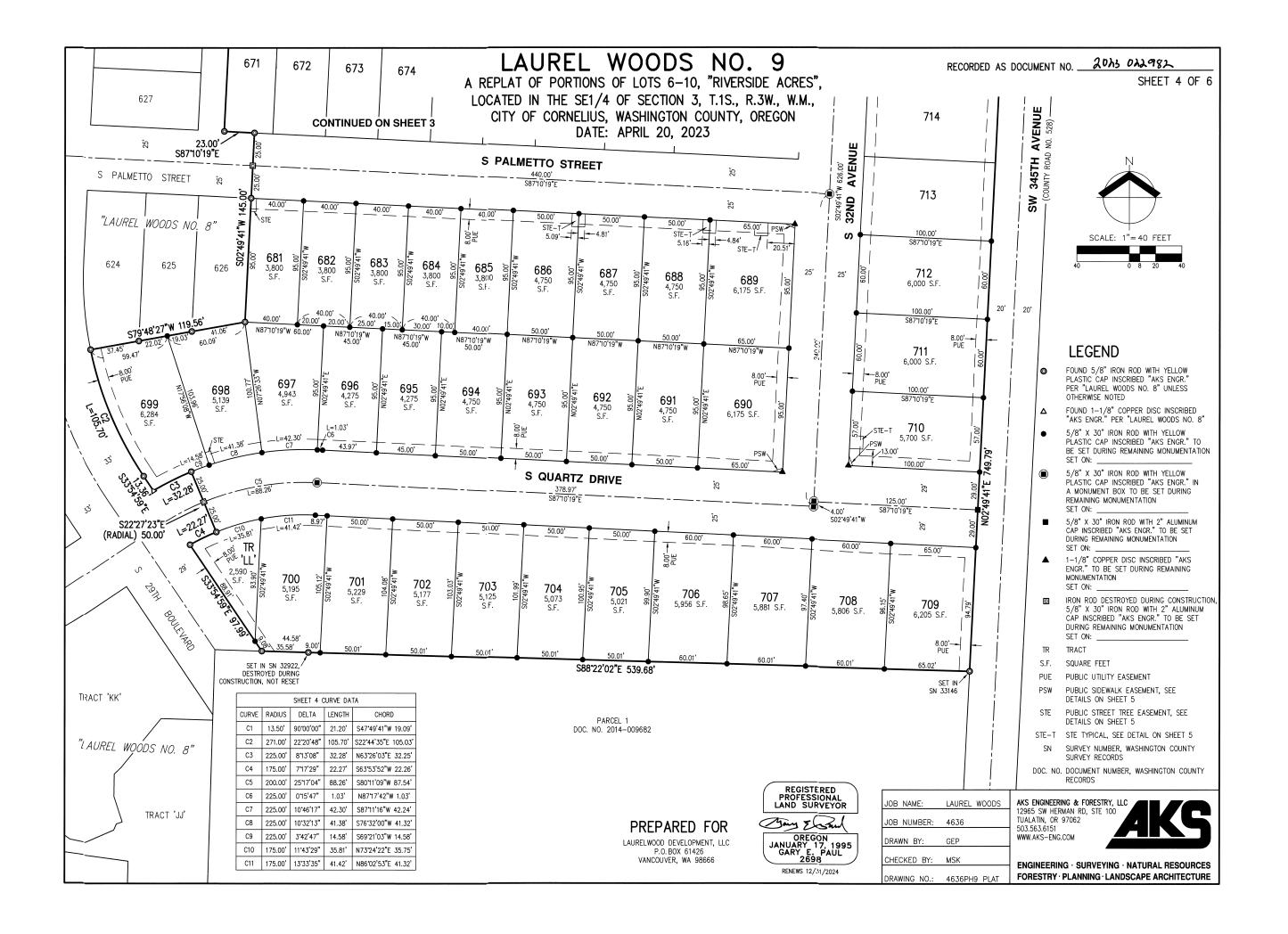
PROFFSSIONAL

LAND SURVEYOR

Jany Down







AVENUE S MAGNOLIA DRIVE S87*10'19"E \$64*50'08*F 8.08" AVENUE 710 32ND 644 PSW 30TH S S QUARTZ DRIVE S **AVENUE** 653 690 30TH 870.53,36,M 8.08, S70.53,36,M 8'08, 7.48' 7.48' S OLEANDER STREET S QUARTZ DRIVE AVENUE STE 698 30TH 654 699 STE 8.95' \$6.95° \$64'50'10"E 8 06 ഗ S QUARTZ DRIVE S OLEANDER STREET AVENUE 660 S 10.00' 7.48 S OLEANDER STREET S PALMETTO S PALMETTO STREET STREET S PALMETTO STREET \$6450'08"E 8.08" **AVENUE** 626 STE "LAUREL WOODS 689 NO. 8' 32ND

S

LAUREL WOODS NO. 9

A REPLAT OF PORTIONS OF LOTS 6-10, "RIVERSIDE ACRES", LOCATED IN THE SE1/4 OF SECTION 3, T.1S., R.3W., W.M., CITY OF CORNELIUS, WASHINGTON COUNTY, OREGON DATE: APRIL 20, 2023



LEGEND

- FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "AKS ENGR." PER "LAUREL WOODS NO. 8" UNLESS OTHERWISE NOTED
- 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "AKS ENGR." TO BE SET DURING REMAINING MONUMENTATION SET ON:
- 1-1/8" COPPER DISC INSCRIBED "AKS ENGR. TO BE SET DURING REMAINING MONUMENTATION SET ON:

PUBLIC STREET TREE EASEMENT

STE-T PUBLIC STREET TREE EASEMENT - TYPICAL, SEE DETAIL

PUBLIC SIDEWALK EASEMENT

- 4.16

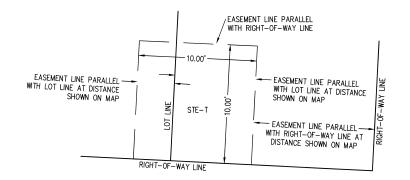
681

SHEET 5 CURVE DATA								
CURVE	RADIUS	DELTA	LENGTH	CHORD				
C8	225.00'	10'32'13"	41.38'	S76*32'00"W 41.32'				
C9	225.00'	3'42'47"	14.58'	S69'21'03"W 14.58'				

RECORDED AS DOCUMENT NO.

2023 022 982

SHEET 5 OF 6



10.00' PUBLIC STREET TREE EASEMENT - TYPICAL NOT TO SCALE

PLAT NOTES

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON JANUARY 17, 1995 GARY E. PAUL 2698

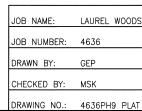
RENEWS 12/31/2024

PREPARED FOR

LAURELWOOD DEVELOPMENT, LLC P.O.BOX 61426 VANCOUVER, WA 98666

Jany El San

- 1. THIS PLAT IS SUBJECT TO THE CITY OF CORNELIUS CONDITIONS OF APPROVAL FOR LAUREL WOODS IMPOSED IN CASE FILE CUP/PUD-03-16 AND SUB-03-16.
- 2. TRACT 'LL' IS A PUBLIC OPEN SPACE TRACT AND SHALL BE MAINTAINED BY THE CITY OF CORNELIUS AND IS SUBJECT TO A PUBLIC PEDESTRIAN AND BICYCLE ACCESS EASEMENT OVER ITS ENTIRETY.
- 3. THERE SHALL BE NO DIRECT MOTOR VEHICLE ACCESS TO OR FROM LOTS 710-719 ONTO SW 345TH AVENUE UNLESS AUTHORIZED BY THE GOVERNING BODY HAVING JURISDICTION OVER SAID ROAD.
- 4. THIS PLAT IS SUBJECT TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY EASEMENT RECORDED IN BOOK 131, PAGE 457, WASHINGTON COUNTY RECORDS. THE EASEMENT LIES WITHIN THE DEDICATED PUBLIC RIGHT-OF-WAY OF S MAGNOLIA DRIVE



LAUREL WOODS

AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD, STE 100 TUALATIN. OR 97062 503.563.6151 WWW.AKS-ENG.COM

ENGINEERING · SURVEYING · NATURAL RESOURCES FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE

LAUREL WOODS NO. 9

A REPLAT OF PORTIONS OF LOTS 6-10, "RIVERSIDE ACRES", LOCATED IN THE SE1/4 OF SECTION 3, T.1S., R.3W., W.M., CITY OF CORNELIUS, WASHINGTON COUNTY, OREGON DATE: APRIL 20, 2023

DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS THAT LAURELWOOD DEVELOPMENT, LLC, AN OREGON LIMITED LIABILITY COMPANY, IS THE OWNER OF THE LAND SHOWN ON THE ANNEXED MAP AND AS DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED IN ACCORDANCE WITH THE PROVISIONS OF O.R.S. CHAPTER 92, ALL LOTS AND TRACTS BEING OF THE DIMENSIONS SHOWN AND ALL RIGHTS—OF—WAY AND EASEMENTS OF THE WIDTHS THEREON SET FORTH, AND DOES HEREBY DEDICATE TO THE PUBLIC AS PUBLIC WAYS ALL RIGHTS OF WAY AS SHOWN, AND DOES HEREBY GRANT ALL EASEMENTS AS SHOWN OR NOTED ON SAID PLAT.

LAURELWOOD DEVELOPMENT, LLC, AN OREGON LIMITED LIABILITY COMPANY

BY: HOLT GROUP HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY,

ITS: SOLE MEMBER

BY: CREC H. KUBICEK, AUTHORIZED SIGNER

A	C	K	N	0	W	L	Ε	D	GI	М	Ε	N	ΙT

STATE OF OREGON

COUNTY OF MO_TNOMAU

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS \underline{L} DAY OF \underline{M} , \underline{L} , \underline{L} , BY GREG H. KUBICEK AS AUTHORIZED SIGNER OF HOLT GROUP HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE SOLE MEMBER OF LAURELWOOD DEVELOPMENT, LLC, AN OREGON LIMITED LIABILITY COMPANY.

NOTARY SIGNATURE

NOTARY PUBLIC - OREGON (PRINTED)

MY COMMISSION EXPIRES JULY 18, 2024

REMAINING CORNER MONUMENTATION

IN ACCORDANCE WITH O.R.S. 92.070, THE REMAINING CORNERS OF THIS SUBDIVISION HAVE BEEN CORRECTLY SET WITH THE PROPER MONUMENTS. AN AFFIDAVIT HAS BEEN PREPARED REGARDING THE SETTING OF SAID MONUMENTS AND IS RECORDED IN DOCUMENT NO. . WASHINGTON COUNTY RECORDS.

140		II/OHIIIIO IOII	COONTI	ILLO
APPROVED THIS	DAY OF			
APPROVED INIS	DAT UF			

WASHINGTON COUNTY SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR
Juny E Saul
OREGON JANUARY 17, 1995 GARY E. PAUL 2698
RENEWS 12/31/2024

PREPARED FOR

LAURELWOOD DEVELOPMENT, LLC P.O.BOX 61426 VANCOUVER, WA 98666

RECORDED AS DOCUMENT NO	022982
	SHEET 6 OF 6
APPROVALS	
APPROVED THIS 315+ DAY OF Ma	2023
ByDanen	2
APPROVED THIS 3134 DAY OF MOITY OF CORNELIUS COMMUNICATION	AY , 2023 PMENT DIRECTOR
BY: JOHN STAN	<u>/</u>
APPROVED THIS LA DAY OF JUNE WASHINGTON COUNTY SURVEYOR	<u>e</u> , <u>20</u> 23
BY: Suttyong	
APPROVED THIS $\underline{\mathcal{L}}^{\mathcal{H}}$ DAY OF $\underline{\mathcal{L}}_{\mathcal{H}}$ WASHINGTON COUNTY BOARD OF COMMIS	5 , <u>202</u> 3 , <u>202</u> 3
BY: Settyong	
ALL TAXES, FEES, ASSESSMENTS OR OT PROVIDED BY ORS 92.095 HAVE BEEN F	PAID AS OF THIS
DIRECTOR OF ASSESSMENT AND TAXATIC (WASHINGTON COUNTY ASSESSOR)	ON .
BY: DEPUTY	
ATTEST THIS DAY OF DIRECTOR OF ASSESSMENT AND TAXATION EX-OFFICIO COUNTY CLERK	ne , <u>202</u> 3
BY: A. Duych	
STATE OF OREGON COUNTY OF WASHINGTON	
I DO HEREBY CERTIFY THAT THIS SUBDIVISION PI	_ 2023
AT $\underline{\hspace{1.5cm}}$ O'CLOCK $\underline{\hspace{1.5cm}}$ M AND RECORDED I RECORDS.	N THE COUNTY CLERK

JOB NAME:	LAUREL WOODS
JOB NUMBER:	4636
DRAWN BY:	GEP
CHECKED BY:	MSK
DRAWING NO.:	4636PH9 PLAT

AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD, STE 100
TUALATIN, OR 97062
503.563.56151
WWW.AKS-ENG.COM

ENGINEERING · SURVEYING · NATURAL RESOURCES FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE



AKS ENGINEERING & FORESTRY

12965 SW Herman Road, Suite 100, Tualatin, OR 97062 P: (503) 563-6151 F: (503) 563-6152 AKS Job #5669

EXHIBIT A

City of Cornelius Annexation

A tract of land located in the Southeast One-Quarter of Section 3, Township 1 South, Range 3 West, Willamette Meridian, Washington County, Oregon, and being more particularly described as follows:

Beginning at the southeast corner of Lot 709 of the plat of "Laurel Woods No. 9" also being on the westerly right-of-way line of SW 345th Avenue (20.00 feet from centerline); thence along said westerly right-of-way line, South 02°49'41" West 593.39 feet to south line of said Section 3; thence along said south line, North 88°02'22" West 532.99 feet to the southeast corner of Tract 'JJ' of the Plat of "Laurel Woods No. 8", also being on the City of Cornelius City Limits line; thence along the easterly line of said Tract 'JJ' on said City Limits line, North 02°56'15" West 380.16 feet to an angle point; thence continuing along said easterly line and said City Limits line, North 01°43'06" East 211.26 feet to an angle point; thence along the south lines of the Plats of "Laurel Woods No. 8" and "Laurel Woods No. 9", and said City Limits line, South 88°22'02" East 575.33 feet to the Point of Beginning.

The above described tract of land contains 7.60 acres, more or less.

REGISTERED PROFESSIONAL LAND SURVEYOR

when

OREGON
JANUARY 12, 2016
MICHAEL S. KALINA
89558PLS
RENEWS: 6/30/25

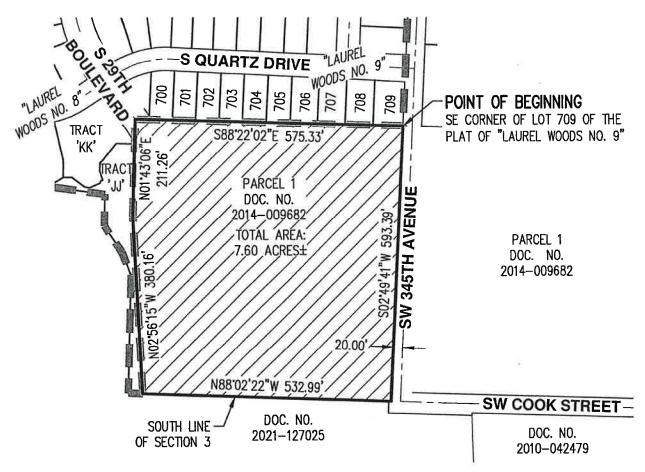
Annexation certified

MAY 3 0 2024

WASHINGTON COUNTY A & T CARTOGRAPHY

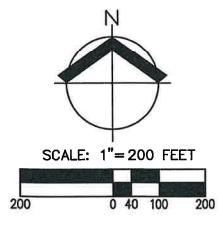
EXHIBIT B

A TRACT OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON



LEGEND

CITY OF CORNELIUS CITY LIMITS LINE



S/16/2=24

REGISTERED
PROFESSIONAL
LAND SURVEYOR

unken

OREGON
JANUARY 12, 2016
MICHAEL S. KALINA
89558PLS
RENEWS: 6/30/25

ANNEXATION CERTIFIED

BY_____

MAY 3 0 2024

WASHINGTON COUNTY A & T CARTOGRAPHY

AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD, STE 100 TUALATIN, OR 97062 503.563.6151 WWW.AKS-ENG.COM



CITY OF CORNELIUS ANNEXATION

DATE:	
DRWN: KLH	CHKD: MSK
AKS JOB:	EXHIBIT
5669	В

DWG- SARO ANNEY I



OFFICIAL STAMP
RACHAEL HELEN BATEMAN
NOTARY PUBLIC - OREGON
COMMISSION NO. 1022681A
MY COMMISSION EXPIRES MAY 05, 2026

STATE OF OREGON COUNTY OF WASHINGTON	AFFIDAVIT OF MAILIN	G
, Berbera Fr	being first duly sworn, depose and	say:
incorporated herein, a copy of attached hereto and by this r correct copy of the original h	ns shown on Exhibit A, attached hereto and brof a Notice of <u>City Council Decision</u> , neeference incorporated herein, by mailing to the needs. I further certify that said envelopes we and to be placed in the United States Mail at the council of the United States of the United States of the United States Mail at the United States of the United S	narked Exhibit B, hem a true and re prepared to
Dated this 17 day of,	une 2024	
SUBSCRIBED AND SW	ORN TO before me this 17 day of $\sqrt{\ \ \ \ \ }$	ine , 2004.

Notary Public for Oregon

My commission expires: May 5, 8686

Exhibit A

OK 9/1/4	Hillsboro	02/ 2250 NE Alociek Dr	Notice Return on 2/3/2024, 3/2/2024, 3/6/2024 2250 NE Alociek Dr	Undeliverable	MCI Metro Access Transmission Services Corp
	Beaverton	4155 SVV Cedar Hills Blvd			Ziply Fiber
	Hillsboro	5900 NE Pinetarm Ct	Attn: lan Crawford	Data Services	WCCCA 9-1-1
	Hillsboro	155 N 1st Ave. Ste. 350, MS 14	Attn: Principal Planner	Planning & Development Services	Washington County Land Use & Transportation
OR 97124	Hillsboro	155 N 1st Ave. Ste#350 MS 14	Attn: Paul Schaeffer, Senior Planner	Planning Division	Washington County Land Use & Transportation
	Hillsboro	1400 SW Walnut St. #241		Urban Road Maintenance District	Washington County Land Use & Transportation
OR 97124	Hillsboro	155 N 1st Ave, Ste. 170 MS-23		Vector Control District	Washington County
OR 97124	Hillsboro	161 NW Adams Ave, Suite 2000 MS 63		Housing Authority	Washington County
OR 97124	Hillsboro	155 N 1st Ave, Ste. 170 MS-23		Health & Human Services	Washington County
OR 97123	Hillsboro	215 SW Adams Ave., MS-32		Enhanced Sheriff's Patrol Dist.	Washington County
OR 97124	Hillsboro	155 N 1st Ave		Assessment and Taxation Dept.	Washington County
OR 97123	Hillsboro	1330 SW Walnut Street	Attn: Post Master		USPS
OR 97208	Portland	P.O. Box 2946			US Army Corps of Engineers
OR 97116	Forest Grove	2330 Elm St			Tualatin Valley Irrigation Dist
OR 97124	Hillsboro	7175 NE Evergreen Pkwy, #400			Tualatin Soil and Water Conservation District
OR 97202	Portland	4012 SE 17th Ave			Tri-Met
OR 97204	Portland	121 SW Salmon St			Portland General Electric
OR 97204	Portland	121 SW Salmon St	Attn: Grant Howell		Portland General Electric
OR 97321	Albany	1200 Howard Dr SE			Portland & Western Railroad, Inc.
OR 97208	Portland	P.O. Box 3529			Port of Portland
OR 97301	Salem	775 Summer Street NE			Oregon State Division of State Lands
OR 97302	Salem	4034 Fairview Industrial Dr SE			Oregon State Dept of Fish & Wildlife
OR 97209	Portland	123 NW Flanders		Development Review Program	ODOT Region 1
OR 97301	Salem	555 13th St. NE Suite 3			ODOT Rail Division
OR 97124	Hillsboro	5825 NE Ray Cir		NW Regional Education Services District	Washington Service Center
OR 97204	Portland	250 SW Taylor St.	Attn: Ileene Hyatt		NW Natural Gas Company
OR 97232	Portland	600 NE Grand Ave.	Attn: Caleb Winter	Senior Transportation Planner	Metro Regional Services
OR 97232	Portland	600 NE Grand Ave.		Compliance Coordinator	Metro Regional Services
OR 97232	Portland	600 NE Grand Ave	Attn: Will Duyck, President of the Board		METRO Parks
OR 9703S	Lake Oswego	15555 SW Bangy Road Suite 301	Attn: Preston Korst		Home Builders Association
OR 97123	Hilsboro	4901 SE Witch Hazel RD	Attn: Saideh Haghughu Khochkhou		Hillsboro School District
OR 97116	Forest Grove	1728 Main St			Forest Grove School District
OR 97006	Aloha	PO Box 5069		Attn: Dawn Lucinio	Evergreen Disposal & Recycling
OR 97124	Hillsboro	1400 SW Walnut St. #240, MS 49			District 18 Watermaster
OR 97124	Hillsboro	155 N 1st Ave. Ste #350-15	Attn: Scott Young	County Surveyors Office	Dept of Land Use & Transportation
OR 97301	Salem	635 Capitol Street NE, Suite 150	Attn: Laura Kelly		Dept of Land Conservation and Development
OR 97232	Portland	700 NE Multnomah St Ste. 600			DEQ
OR 97301	Salem	SSO Capitol St NE FL 1			Department of Energy
OR 97301	Salem	775 Summer St, NE			Department of Economic Development
OR 97124	Hillsboro	155 N 1st Ave, Suite 370 M-S 20	Carol Renaud		CPO Coordinators
OR 97124	Hillsboro	325 NW 334th Ave.	c/o Joseph Auth		CPO 12C
OR 97113	Cornelius	1355 N Barlow St			Cornelius Rural Fire Protection Dist,
OR 97223	Tigard	11308 SW 68th Parkway			Comcast Cable Communications
OR 97124	Hillsboro	2550 SW Hillsboro Hwy	Attn: Jackie Humphreys	Development Services Department	Clean Water Services
OR 97123	Hillsboro	150 E Main St		Attn: City Recorder	City of Hillsboro
OR 97116	Forest Grove	PO Box 326	Attn: Kate McGuire, Senior Planner		City of Forest Grove
OR 97113	Cornelius	1355 N Barlow St		The state of the s	City of Cornelius
State ZIP Code	City	Address Line 1	Name	Department	Company Name

1S303DD00200 1S3100000100	15302C000291	1S3110001101 1S303DD10800	1S302C000300	1S303DD11200	1S303D000501 METRO	153110001100	1S303DD10900	1S303DD00100	1S303DD21200	1S303DD11100	153100000890	1S303DD18700	TLNO
1S303DD00200 RENEE LYNN SELDEN-ANDRADE 1S3100000100 COLUMBIA LAND TRUST	1S302C000291 HERINCKX FAMILY JOINT TRUST	1S3110001101 WILLIAM E & BARBARA L DUYCK 1S303DD10800 LOKESH TIGULLA	1S302C000300 HERING FAMILY JOINT TRUST	1S303DD11200 MICHAEL GILBERT	METRO	1S3110001100 FOUR BOYS LLC	1S303DD10900 JESSE EDWARD & HEATHER NOEL MONTANO	1S303DD00100 LAURA VANESSA HEAVEN	1S303DD21200 CITY OF CORNELIUS	1S303DD11100 RACHEL ELAINE SAVILLE	1S3100000890 ESTATE OF JOHN C BUCHANAN	1S303DD18700 LAURELWOOD DEVELOPMENT LLC	OWNERNAME
ISIDRO ANDRADE-TAFOLLA 850 OFFICERS' ROW	BY RICHARD F HERINCKX TR	3050 SW 331ST AVE 2896 S QUARTZ DR	BY DAVID D & KELLY M HERING TRS	MARSDEN, RACHEL	600 NE GRAND AVE	40840 NW OSTERMAN RD	1725 S 29TH BLVD	ZACHARY JAMES CHRONISTER	BY CITY RECORDER	ELLIOT ROBERT HOLDMAN	JOHN CHARLES BUCHANAN GREENDALE	BY HOLT HOMES	OWNERADDR
2875 S QUARTZ DR	1570 SW 345TH AVE		34005 SW COOK RD	2911 S PALMETTO ST				2877 S QUARTZ DR	1355 N BARLOW ST	2901 S PALMETTO ST	17751 NW LAKEWAY CT	1301 TECH CENTER DR STE 150	OWNERADDR2
CORNELIUS	HILLSBORO	CORNELIUS	HILLSBORO	CORNELIUS	PORTLAND	FOREST GROVE	CORNELIUS	CORNELIUS	CORNELIUS	CORNELIUS	BEAVERTON	VANCOUVER	OWNERCITY
OR ?	Q Q	OR CR	OR	OR	OR	OR	OR	OR	OR	OR	OR	WA	OWNERSTATE OWNERZIP
97113 98661	97123 97113	97113	97123	97113	97232	97116	97113	97113	97113	97113	97005	98683	OWNERZIP

Exhibit B



Notice Date: 06-17-2024

NOTICE IS HEREBY GIVEN that the Cornelius City Council is scheduled to adopt a decision on an application for an expedited annexation on Monday, August 5, 2024 at 7:00 pm in the City Council Chambers, 1355 N Barlow Street, Cornelius, Oregon. Instructions on how to participate using the Zoom Webinar platform are listed on the back page of this notice.

The expedited annexation request will be considered as part of the City Council's Regular Agenda, without a public hearing, unless a written objection to the annexation is filed by a necessary party by 2:00 pm on August 2, 2024.

Case File No. AN-01-24

Project Name:

Laurel Garden Annexation

Applicant:

The Holt Group, INC

Site Address:

No site address

Legal Description: Parcel 1 of Partition Plat No. 2024-014; Township 1 South, Range 3

West, Map 2C; that portion of Tax Lot 300 lying west of SW 345th Avenue

Zone: Washington County Future Development -20 Acre – FD-20

Applicable Criteria: Metro Urban Growth Management Functional Plan (Metro Code Section 3.09.045); Cornelius Comprehensive Plan Amendment Chapter 2, Policies 4(a)(1

through 3).

Comments: Necessary Parties, which include Clean Water Services, Cornelius Rural Fire District, Hillsboro School District 1J, NW Regional Education Service District, Metro, Urban Road Maintenance District, Vector Control District, Washington County, TriMet, NW Natural, PGE, Port of Portland, and Tualatin Valley Irrigation District, may submit a written objection to the annexation BY August 2, 2024 at 2:00 PM. If a written objection is not filed, the City Council may approve the annexation without a hearing or consideration of comments.

If a written objection is filed, it must describe the reason the necessary party is objecting to the annexation and how the annexation is inconsistent with applicable review criteria, including urban service area agreements.

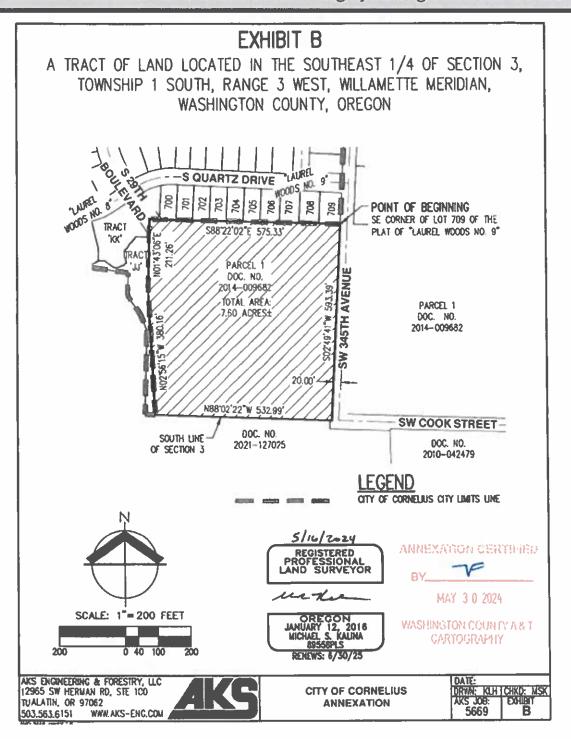
Written objections and comments may be submitted to Barbara Fryer, Community Development Director, by mail at 1355 North Barlow Street, Cornelius, OR 97113, or by email at barbara.fryer@corneliusor.gov.

Application Materials: The staff report and all application materials will be available on July 29, 2024, at the Cornelius Community Development Department 1300 S. Kodiak Circle and on the City of Cornelius Web page at https://www.ci.cornelius.or.us. Copies are available for purchase.

For more information on the application, contact: Barbara Fryer, Community Development Department Director, at 503 357 3011 or by email at Barbara.Fryer@corneliusor.gov.

Join us

In-Person at the City Council Chambers at 1355 N Barlow Street; Virtually at Zoom.us/Join Meeting ID: 834 7940 8874 and Passcode: 215546. You can also call in to listen to the meeting by dialing 1-253-215-8782.



City of Cornelius Agenda Report

To: Peter Brandom, City Manager

From: Terry Keyes, City Engineer

Date: August 5, 2024

Subject: Resolution No. 2024-38: Approval of Booster Station Change Orders 1-10

Requested City Council Action: Approve Resolution No. 2024-38 to authorize Change Orders 1-

Cornelius

Oregon's Family Town

Previous City Council Action: The Council approved the contract of \$2,059,753.00 with ORR, Inc. on July 17, 2023 for construction of the Water Park Booster Station.

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: As the Booster Station construction moved forward over the past year, a series of changes and issues arose, necessitating design and construction changes. Key among these issues were: (1) a significant difference in survey elevations due to a change in the datum from when the original booster station was built; (2) the need to construct a temporary pumping station while the new station is built; and (3) normal change orders due to unexpected site conditions and improvements to the design.

Cost: Not to exceed \$300,000.

Advisory Committee Recommendation: Not applicable.

Staff Recommendation: Approve Resolution No. 2024-38 as presented.

Proposed Motion: I make a motion to approve Resolution No. 2024-38, A RESOLUTION OF THE CORNELIUS CITY COUNCIL APPROVING CHANGE ORDERS 1-10 FOR THE WATER PARK BOOSTER STATION PROJECT and this action takes effect immediately.

Exhibits: Resolution No. 2024-38

RESOLUTION NO. 2024-38

A RESOLUTION OF THE CORNELIUS CITY COUNCIL APPROVING CHANGE ORDERS 1-10 FOR THE WATER PARK BOOSTER STATION PROJECT

WHEREAS, the City is constructing a new Booster Pump Station at Water Park; and

WHEREAS, changes to the awarded construction contract are necessary to account for: creating a temporary pump system, design changes due to changes in survey datum, and other normal revisions due to unexpected site conditions and improvements to the original design; and

WHEREAS, these Change Orders, 1 through 10, total between \$270,000 and \$300,000; and

WHEREAS, City staff and Jacobs Engineering, Inc., the Project Manager, negotiated with the contractor to minimize the overall cost of these change orders; and

WHEREAS, the City's purchasing rules require City Council approval of change orders of this size.

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 Change Orders 1-10 for the Water Park Booster Pump Station in a total amount not to exceed \$300,000.
- <u>Section 2.</u> 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 5th day of August, 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: Susan Rush, Public Works Business Manager

Date: August 5, 2024

Subject:

Resolution No. 2024-39: Purchase of 2024 Ford F-250 Pickup Truck

Oregon's Family Town

Requested City Council Action: Approve Resolution No. 2024-39.

Previous Council Action: Not applicable.

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: The City's 20-Year Capital Improvement Program (CIP) calls for replacing a 2008 Ford F-250 Pickup truck this fiscal year. This vehicle will be replaced with a 2024 Ford F-250 Pickup Truck. The quote for purchasing the vehicle is from the State of Oregon (Oregon Buys) Price Agreement 1660, Government Pricing, which meets all the requirements of bid procedures. The purchase of this 2024 Ford F-250 pickup truck is included in the adopted FY 2024-25 City budget. This truck will be a shared expense among the Water, Sewer, Storm and Street Funds.

Cost: \$48,274.93

Advisory Committee Recommendation: The Budget Committee approved the City's CIP, which includes this purchase.

Staff Recommendation: Approve Resolution No. 2024-39 as presented.

Proposed Motion: I make a motion to approve Resolution No. 2024-39, A RESOLUTION OF THE CORNELIUS CITY COUNCIL APPROVING THE BID AND PURCHASE OF THE 2024 Ford F-250 Pickup Truck, and this action takes effect immediately.

Exhibit: Resolution No. 2024-39

RESOLUTION NO. 2024-39

A RESOLUTION OF THE CORNELIUS CITY COUNCIL APPROVING THE BID AND PURCHASE OF A 2024 FORD F-250 PICKUP TRUCK

WHEREAS, the City's Capital Improvement Program (CIP) includes the replacement of a 2008 Ford F-250 pickup truck; and

WHEREAS, the City sough a bid for a new 2024 Ford F-250 pickup truck; and

WHEREAS, this vehicle will be purchased through Oregon Buys Price Agreement 1660, Government Pricing; and

WHEREAS, Landmark Ford of Tigard, Oregon is able to fulfill the agreement; and

WHEREAS, the funding for this purchase is included in the adopted FY 2024-2025 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 2024 Ford F-250 pickup truck to Landmark Ford and authorizes the City Manager to sign the contract for \$48,247.93 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 5th day of August, 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: Susan Rush, Public Works Business Manager

Date: August 5, 2024

Subject:

Resolution No. 2024-40: 2024 Purchase of Two (2) Ford F-150 Lightning Pickup

Oregon's Family Town

Trucks

Requested City Council Action: Approve Resolution No. 2024-40 to authorize the purchase of two fleet pickup trucks.

Previous City Council Action: The purchase of the 2024 Ford F-150 Lightning Pick Up truck is included in the adopted FY 2024-25 City budget. This truck is budgeted in the Internal Services Fund, that will be reimbursed by Other Funds through cost allocation.

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: The City's 20-Year Capital Improvement Program (CIP) calls for replacing two fleet trucks this fiscal year; one is a 2007 Chevrolet 1500 utilized by Facilities, the other is a 2008 Ford F-250. These vehicles will both be replaced with 2024 Ford F-150 all-electric Lightning pickup trucks. The new trucks will be able to be re-charged at the Public Works facility utilizing the newly installed ChargePoint Fleet Charging Station. The quote for purchasing the vehicles is from the State of Oregon (Oregon Buys) Price Agreement 1660, Government Pricing, which meets all the requirements of the bid procedures. Based on the experience of other cities that employ all-electric fleet vehicles, staff anticipate significant fuel and maintenance savings from these trucks over their operable lifetime.

Cost: \$51,853.64 for each truck, totaling \$103,707.28.

Advisory Committee Recommendation: Not applicable.

Staff Recommendation: Approve Resolution No. 2024-40 as presented.

Proposed Motion: I make a motion to approve Resolution No. 2024-40, A RESOLUTION OF THE CORNELIUS CITY COUNCIL APPROVING THE BID AND PURCHASE OF TWO 2024 Ford F-150 Lightning pickup trucks, and this action takes effect immediately.

Exhibit: Resolution No. 2024-40

RESOLUTION NO. 2024-40

A RESOLUTION OF THE CORNELIUS CITY COUNCIL APPROVING THE BID AND PURCHASE OF TWO (2) 2024 FORD F-150 LIGHTING PICKUP TRUCKS

WHEREAS, the City's Capital Improvement Program (CIP) includes the replacement of one 2007 Chevrolet 1500 pickup, and one 2008 Ford F-250 pickups; and

WHEREAS, the City sought bids for new 2024 Ford F-150 Lightning pickup trucks; and

WHEREAS, these vehicles will be purchased through Oregon Buys Price Agreement 1660, Government Pricing; and

WHEREAS, Landmark Ford of Tigard, Oregon is able to fulfill the agreement; and

WHEREAS, the funding for this purchase is included in the adopted FY 2024-2025 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 two (2) 2024 Ford F-150 Lightning pickup trucks to Landmark Ford and authorizes the City Manager to sign the contract for \$51,853.64 each, totaling \$103,707.28, on behalf of the City.
- <u>Section 2.</u> 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 5th day of August, 2024.

	City of Cornelius, Oregon
	Ву:
	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: Ryan Howell, Public Works Operations

Manager

Date: August 5, 2024

Subject: Resolution No. 2024-41: Purchase of 2024 Caterpillar Backhoe

Requested City Council Action: Approve Resolution No. 2024-41 to authorize the purchase of a

Cornelius

Oregon's Family Town

2024 backhoe.

Previous Council Action: None.

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: The City's goal is to maintain, repair and sustain our infrastructure systems in good and safe conditions. The City's Capital Improvement Program (CIP) includes the necessary replacement of a 1994 backhoe with a new 2024 model year backhoe. The purchase will be made through a public bid process using the State of Oregon price agreement and through Sourcewell. This new equipment will help us accomplish our work more efficiently, while reducing community air pollution. The adopted 2024-2025 budget includes \$190,000 in the Water Fund for this purchase.

Cost: \$190,000.

Advisory Committee Recommendation: None.

Staff Recommendation: Approve Resolution No. 2024-41 as presented.

Proposed Motion: I make a motion to approve Resolution No. 2024-41, A RESOLUTION OF THE CORNELIUS CITY COUNCIL ACCEPTING THE BID FOR A 2024 CATERPILLAR BACKHOE and this action takes effect immediately.

Exhibit: Resolution No. 2024-41

RESOLUTION NO. 2024-41

A RESOLUTION OF THE CORNELIUS CITY COUNCIL AUTHORIZING THE PURCHASE OF A 2024 CATERPILLAR BACKHOE

WHEREAS, the City's Capital Improvement Plan (CIP) includes the replacement of a 1994 backhoe with a new 2024 Cat Backhoe; and

WHEREAS, this equipment will be purchased through Sourcewell, a publicly advertised bidding process; and

WHEREAS, Peterson Cat, Oregon is able to fulfill the agreement; and

WHEREAS, the funding for this purchase is included in the adopted FY 2024-2025 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 2024 Cat backhoe and authorizes the City Manager to sign the contract for \$190,000 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 5th day of August, 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: Ryan Howell Public Works Operations

Manager

Date: August 5, 2024

Subject: Resolution No. 2024-42: Purchase of 2024 Freightliner Dump Truck

Requested City Council Action: Approve Resolution No. 2024-42 to authorize the purchase of a 2024 Freightliner dump truck.

Cornelius

Oregon's Family Town

Previous Council Action: None.

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: The City's goal is to maintain, repair and sustain our infrastructure systems in good and safe conditions. The City's Capital Improvement Program (CIP) includes the necessary replacement of a 1996 dump truck with a new 2024 model year dump truck. The purchase will be made through a public bid process using the State of Oregon price agreement and through Sourcewell. This new equipment will help us accomplish our work more efficiently, while reducing community air pollution. The adopted 2024-2025 City budget includes \$240,000 in the Water and Sewer Funds for this purchase.

Cost: \$240,000.

Advisory Committee Recommendation: None.

Staff Recommendation: Approve Resolution No. 2024-42 as presented.

Proposed Motion: I make a motion to approve Resolution No. 2024-42, A RESOLUTION OF THE CORNELIUS CITY COUNCIL ACCEPTING THE BID FOR A 2024 FREIGHTLINER DUMP TRUCK and this action takes effect immediately.

Exhibit: Resolution No. 2024-42

RESOLUTION NO. 2024-42

A RESOLUTION OF THE CORNELIUS CITY COUNCIL AUTHORIZING THE PURCHASE OF A 2024 FREIGHTLINER DUMP TRUCK

WHEREAS, the City's Capital Improvement Program (CIP) includes the replacement of a 1996 dump truck with a new 2024 Freightliner dump truck; and

WHEREAS, this equipment will be purchased through Sourcewell, a publicly advertised bidding process; and

WHEREAS, Premier Truck of Portland, Oregon is able to fulfill the agreement; and

WHEREAS, the funding for this purchase is included in the adopted FY 2024-2025 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 2024 Freightliner dump truck to Premier Truck Group and authorizes the City Manager to sign the contract for \$240,000 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 5th day of August, 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: Barbara Fryer, Community Development

Director Oregon's Family Town

Cornelius

Date: August 5, 2024

Subject: Resolution No. 2024-46: Contract with Conservation Technix for Parks Master

Plan

Requested City Council Action: Approve Resolution No. 2024-46 to authorize a contract with Conservation Technix to develop a Parks Master Plan.

Previous Council Action: City Council approved the Parks Master Plan and the Parks System Development Charge (SDC) study in 2009.

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. Goal 6: Identify community and economic development opportunities to support the community's needs.

Background: From 2020 to 2022, the community population increased by 891 people, or 6%, largely due to the purchase of new homes in three subdivisions: Council Creek Terrace, Cascadia Gardens, and Laurel Woods. All three subdivisions included park properties, with Laurel Woods providing a large community park and 17 additional parks and trails. Overall, there has been a 50% increase in parks developed since the current Parks Master Plan was adopted. The purpose of this update is to add the parks developed since the last Plan, to identify park-deficient areas, to acknowledge concepts for future parks identified through the Cornelius 2045 visioning process, and to provide a foundation for future park and potential recreation facility development.

A Request for Proposals (RFP) was issued for a Comprehensive Plan Rewrite and Parks Master Plan update in March of 2024, with proposals due in April. The City received one proposal. An internal staff committee reviewed the proposal and didn't feel that the proposal hit the mark. The project was divided into two separate projects and a separate Parks Master Plan Update RFP was issued on June 26, 2024. The City received two proposals, and began to negotiate with the least cost bid entity on July 19, 2024.

Cost: \$85,697 from approved Federal American Rescue Plan Act (ARPA) funds.

Advisory Committee Recommendation: Not applicable. The Public Infrastructure Advisory Board and the Planning Commission will be engaged in this work.

Staff Recommendation: Approve Resolution 2024-46 as presented.

Proposed Motion: I make a motion to approve Resolution No. 2024-46, A RESOLUTION OF

THE CORNELIUS CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH CONSERVATION TECHNIX FOR THE PARKS MASTER PLAN UPDATE and this action takes effect immediately.

Exhibit: Resolution No. 2024-46 and Exhibit A

RESOLUTION NO. 2024-46

A RESOLUTION OF THE CORNELIUS CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH CONSERVATION TECHNIX FOR A PARKS MASTER PLAN UPDATE

WHEREAS, the City has growth substantially in the past five years, including an increase in parks and trails; and

WHEREAS, through community engagement for the Cornelius 2045 visioning process, substantial community input regarding parks and trails has been received; and

WHEREAS, the City Parks Master Plan requires an update; and

WHEREAS, the City Council has approved American Rescue Plan Act (ARPA) funding for the Parks Master Plan update; and

WHEREAS, City staff advertised a request for proposals (RFP) for a Comprehensive Plan rewrite and Parks Master Plan update in March 2024 and received only one proposal; and

WHEREAS, City staff advertised a new RFP with only the Parks Master Plan update from June 26, 2024 to July 19, 2024; and

WHEREAS, two proposals were received by the date and time due; and

WHEREAS, the City desires to contract with CONSERVATION TECHNIX to conduct the work described in the Scope of Work (Exhibit A to the Contract).

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

- Section 1. The Cornelius City Council, acting as the Contract Review Board, authorizes the City Manager to execute the contract with Conservation Technix.
- <u>Section 2.</u> 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 5th day of August, 2024.

City	of Cornelius, Oregon
By:	
- 3	Jeffrey C. Dalin, Mayor

Αı	test:
By	7:
•	Ellie Jones, Assistant City Manager and
	Acting City Recorder

CITY OF CORNELIUS, OREGON

PERSONAL SERVICES AGREEMENT

AN AGREEMENT dated and effective as of August 9, 2024 (the "Effective Date") by and between THE CITY OF CORNELIUS, OREGON, an Oregon municipal corporation ("City") and CONSERVATION TECHNIX, a Foreign Business Corporation ("Provider").

WHEREAS, City and Provider believe it in their respective and mutual interests to enter into a written agreement setting out their understandings concerning Provider's provision of services related to an update to the City's Parks Master Plan ("Project").

NOW THEREFORE, based on the foregoing and for good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Provider wish to enter into a written agreement for provision of said services in connection with the project, the terms of which are as follows:

1. Funds Available and Authorized

City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement.

2. Term

This Agreement shall run from August 9, 2024 through and including September 2025 unless sooner terminated under the provisions of this Agreement. This Agreement may be extended for additional periods as agreed to by the parties in writing.

3. Provider's Service

The scope of Provider's services and time of performance under this Agreement are set forth in Exhibit "A". All provisions and covenants contained in said exhibit are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and Provider's proposal (if any) shall be resolved first in favor of this written Agreement. Provider will, in the rendering of its services to City, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered under this Agreement (including Exhibit "A"). All Provider personnel shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Provider shall have all requisite permits, licenses and other authorizations necessary to provide the services covered under this Agreement.

4. Provider Identification

Provider shall furnish to City Provider's employer identification number, as designated by the Internal Revenue Service or, if the Internal Revenue Service has designated no employer identification number, Provider's Social Security number.

5. Compensation

City agrees to pay Provider at the times and in the amount(s) set out in and in accordance with Exhibit "A".

6. Project Managers

City's Project Manager is Barbara Fryer, Director, Community Development Department. Provider's Project Manager is Steve Duh. Each party shall give the other written notification of any change in their respective Project Manager.

7. Project Information

Provider agrees to share all project information, to fully cooperate with all corporations, firms, contractors, governmental entities and persons involved in or associated with Project. No information, news or press releases related to Project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior authorization of City's Project Manager.

8. Duty to Inform

Provider shall give prompt written notice to City's Project Manager if, at any time during the performance of this Agreement, Provider becomes aware of actual or potential problems, faults or defects in the project, any nonconformity with the Agreement, or with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Provider shall constitute neither agreement with nor acquiescence in Provider's statement or claim and shall not constitute a waiver of any of City's rights.

9. Provider is Independent Contractor

Provider is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Agreement. For clarity's sake, the parties agree that Provider is economically independent from City and is free to operate its own independent business in addition to its performance of the services under this Agreement. Provider hereby expressly acknowledges and agrees that as an independent contractor, Provider is not entitled to indemnification by City or the provision of a defense by the City under the terms of ORS 30.285 or otherwise. This acknowledgment by Provider shall not affect his/her independent ability (or the ability of his/her insurer) to assert the monetary limitations found at ORS 30.270, the immunities listed at ORS 30.265 or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS30.300).

10. Overtime

Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC§201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week.

11. Indemnity and Insurance

i. Indemnity: Provider acknowledges responsibility for any and all liability arising out of the

performance of this Agreement and shall hold harmless, indemnify, and defend the City and its agents, officers, elected officials, employees, contractors, and volunteers, from and against any and all liability, settlements, loss, costs, and expenses (including attorneys' fees) in connection with any action, suit, claim, or proceeding resulting or allegedly resulting from (1) Provider's, or Provider's employees, agents, officers, contractors, and subcontractors' (collectively, the "Indemnifying Party") acts, omissions, activities or services in the course of any Indemnifying Party's performance of the services; (2) any violation, or alleged violation of a local, state, or federal law by any Indemnifying Party; and/or (3) any claim regarding intellectual property infringement in connection with the services of this Agreement, notwithstanding any limitations or restrictions to the contrary included in Exhibit "A".

- ii. <u>Liability Insurance</u>: Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, City, its Councilors, officers, agents and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Provider's operations, in an amount not less than **Two Million dollars** (\$2,000.000.00) combined single limit per occurrence. Such insurance shall name City as an additional insured.
- iii. Workers' Compensation Coverage: Provider certifies that Provider has qualified for State of Oregon Workers' Compensation coverage for all Provider's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407, or as a self-insured employer. Provider shall provide to City within ten (10) days after Agreement award a certificate of insurance evidencing overage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to City, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. A copy of the certificate of self-insurance issued by the State shall be provided to City if the Provider is self-insured.
- iv. <u>Certificates</u>: Provider shall furnish City certificates evidencing the date, amount, and type of insurance required by this Agreement. All policies will provide for not less than thirty (30) days' written notice to City before they may be canceled.
- v. <u>Primary Coverage</u>: The coverage provided by insurance required under this Agreement shall be primary, and any other insurance carried by City shall be excess.

12. Work is Property of City

All work and work products, including but not limited to documents, drawings, papers, computer programs and photographs performed or produced by Provider under this Agreement shall be the property of City. If this Agreement is terminated by either party or by default, City, in addition to any other rights provided by this contract, may require Provider to transfer and deliver such partially completed reports or other documentation that Provider

has specifically developed or specifically acquired for the performance of this Agreement.

13. Law of Oregon

The Agreement shall be governed by the laws of the State of Oregon. Venue shall be in Washington County, Oregon.

14. Errors

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

15. Extra or Changes in Work

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

16. Successors and Assignments

- i. Both City and Provider bind themselves and any partner, successor, executor, administrator, or assign to this Agreement.
- ii. Neither City nor Provider shall assign or transfer their interest or obligation hereunder in this Agreement without the written consent of the others. Provider must seek and obtain City's written consent before subcontracting any part of the work required of Provider under this Agreement. Any assignment, transfer, or subcontract attempted in violation of this subparagraph shall be void.

17. Records

- i. Provider shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three (3) years after City makes final payment on this Agreement and all other pending matters are closed.
- ii. Provider shall allow City (or any of its authorized representatives) to audit, examine, copy, take excerpts from or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

18. Breach of Agreement

i. Provider shall remedy any breach of this Agreement within the shortest reasonable time after Provider first has actual notice of the breach or City notifies Provider of the breach, whichever is earlier. If Provider fails to either remedy the breach or actively begin and maintain efforts satisfactory to the City to remedy the breach within ten (10) days of actual notice or the City's mailing, City may terminate that part of the Agreement affected thereby upon written notice to Provider, may obtain substitute services in a reasonable manner and recover from Provider the amount by which the price for those substitute services exceeds

the price for the same services under this Agreement.

- ii. If the breach is material and Provider fails to either remedy the breach or actively begin and maintain efforts satisfactory to the City to remedy the breach within five (5) days of the City's notice City may then treat Provider as being in default and pursue any remedy available for such default.
- iii. Notwithstanding the foregoing, City may immediately declare Provider to be in default via written notice if any of the following occur: (A) City reasonably believes that any Provider acts or omissions in connection with this Agreement have placed, or are likely to place, a City agent, officer, elected official, employee, contractor, or volunteer, a member of the public, or a Provider agent, employee, or subcontractor in physical danger or the threat of harm; (B) Provider declares bankruptcy or is otherwise merged, acquired, or dissolved; or (C) Provider becomes involved with litigation or any dispute resolution which may reasonably be expected to materially adversely affect Provider's ability to perform the services under this Agreement.
- iv. Pending a decision to terminate all or part of this Agreement, City unilaterally may order Provider to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this paragraph, Provider shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Provider to resume those services, Provider shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.
- v. To recover amounts due under this paragraph, City may withhold from any amounts owed by City to Provider, including but not limited to, amounts owed under this or any other agreement between Provider and City.

19. Mediation/Trial without a jury

Should any dispute arise between the parties to this Agreement concerning their respective obligations of either or the terms hereof, it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Seaside, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If one party requests mediation and the other party fails to respond within ten (10) days or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Clatsop County Circuit Court upon the request of either party. Any litigation arising under or as a result of this Agreement shall be tried before the court without a jury. City and Provider agree to be responsible for payment of their respective professional and expert

fees, including attorneys' fees in both mediation and litigation.

20. Termination for Convenience

The City may terminate all or part of this Agreement at any time for its own convenience by written notice to Provider. Upon termination under this paragraph, Provider shall be entitled to compensation for all services rendered prior to actual notice of the termination or the receipt of the City's written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the Agreement.

21. Intellectual Property

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Agreement shall vest in the City. Provider shall execute any assignment or other documents necessary to effect this paragraph. Provider may retain a nonexclusive right to use any intellectual property that is subject to this paragraph. Provider shall transfer to the City any data or other tangible property generated by Provider under this Agreement and necessary for the beneficial use of intellectual property covered by this paragraph.

22. Payment for Labor or Material

Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for the prosecution of the work provided for in this Agreement. (ORS 279B.220)

23. Contributions to the Industrial Accident Fund

Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)

24. Income Tax Withholding

Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS279B.220)

25. No Liens or Claims

Provider shall not permit any lien or claim to be filed or prosecuted against the State or Oregon or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)

26. Payment of Claims by the City

If Provider fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Provider or a subcontractor by any person in connection with this Agreement as the claim becomes due, the City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Provider pursuant to this Agreement. The City's payment of a claim under this Paragraph shall not relieve Provider or Provider's surety, if any, from responsibility for

those claims.

27. Hours of Labor

Provider shall pay employees for overtime work performed under the terms of this Agreement in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938. (29 USC §§ 201 et. seq.)

28. Workers' Compensation

Provider is a subject employer that will comply with ORS 656.017. Provider warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Provider shall indemnify City for any liability incurred by City as a result of Provider's breach of the warranty under this Paragraph. (ORS 279B.230)

29. Medical Care for Employees

Provider shall make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Provider's employee(s), all sums which Provider agrees to pay for such services and all monies and sums which Provider collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)

30. Compliance with Applicable Law

Provider shall comply with all federal, state and local laws and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555. Without limiting the generality of the foregoing, Provider expressly agrees to comply with:

- i. Title VI of the Civil Rights Act of 1964;
- ii. Section V of the Rehabilitation Act of 1973;
- iii. The Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and
- iv. All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

31. Foreign Contractor

If Provider is not domiciled in or registered to do business in the state of Oregon, Provider shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Provider shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.

32. Modification

Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of City and Provider.

33. No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

34. No Third Party Beneficiary

By execution of this Agreement, the parties do not intend there be any third-party beneficiary of the rights or obligations created herein.

35. Integration

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

36. Execution and Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and each of which shall constitute but one and the same instrument. A signed copy of this Agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Each party agrees that this Agreement may be electronically signed, and that any electronic signature appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES ON NEXT PAGE

CITY OF CORNELIUS PROVIDER SIGNATURE SIGNATURE Peter Brandom, City Manager Steve Duh, Principal

City of Cornelius 1355 N Barlow Street Cornelius, OR 97113 503-357-9112 CONSERVATION TECHNIX PO Box 12736 Portland, Oregon 97212 503-989-9345

City of Cornelius 2024 Parks Master Plan Update

Project Understanding

This project entails the development of an updated Parks Master Plan, built on community outreach, along with review and approval by the Public Infrastructure Advisory Board, Planning Commission and City Council. The Plan will provide a framework for decision-making to guide the planning, development and maintenance of the City's recreation amenities over a 20-year time horizon and to align with citywide planning. The major objectives are to:

- Engage local residents and community partners through meaningful public outreach to inform plan development;
- Update the park system inventory and conduct a conditions assessment of parks and amenities to guide the development of a systemwide needs assessment;
- Compose germane goals, strategies and guidelines to enhance service delivery and respond to community needs relating to park and recreation facilities, programs and operations; and
- Develop a concise, adaptive and actionable plan with clear implementation strategies.

At its core, the Parks Master Plan is about engaging the community and listening. Our team strongly believes that public involvement is crucial to the success of this project. Specifically, we will work with staff to define a comprehensive public participation program, and we will offer an inclusive engagement program to connect with residents and stakeholders to validate the goals and strategies of the Plan.

Scope of Work

The following pages detail our team's approach to the scope of work requested in the RFP. While variations toward the overall project may exist, we are confident that the scope we have outlined will result in a strong Plan built from an engaged public and in alignment with the project budget. Our team is open to discussing amendments to the scope to better align with your needs, resources and priorities for specific work tasks.

Conservation Technix Inc 1

Task 1: Project Initiation & Management

Task 1.1. Kick-off Meeting & On-going Project Management

Hold a project kick-off meeting with City staff to refine the scope of the project and to consider the following:

- Review and discuss the overall objectives and milestones for the project
- Discuss community interests and issues and identify key community partners
- Develop a public outreach plan approach to include team and staff roles

Hold periodic project coordination meetings, via video or phone conference, with City staff to review and discuss work products, prepare for community outreach, refine objectives and develop implementation strategies.

Task 2: Existing Conditions & Baseline Analyses

Task 2.1. Review of Existing Plans & Studies

Review and analyze all pertinent, existing city-wide planning materials, including the Comprehensive Plan, 2009 Parks and Open Spaces Master Plan,, Town Center Master Plan, past and pending surveys, budget and others. Review and validate the park and recreation goals of the Comprehensive Plan and other City policy statements.

Task 2.2. Demographics, Trends & Profile

Compile relevant statistics and data to include Census figures and PSU Population Research Center projections to profile population trends and other socioeconomic conditions. Examine recent studies and regional statistics, such as the Oregon SCORP, NRPA data and sports industry association data, to develop a trend assessment uniquely-focused toward the City's offerings. Compile community profile addressing demographics and natural features.

Task 2.3. Base Mapping & Spatial Analysis

Utilize GIS to analyze the parks, trail and recreation system against distribution, proximity and accessibility criteria and identify potential shared uses or multiple uses of public lands for recreation. Our team has strong skills in GIS, and we offer a unique method of assessing service areas and system deficiencies. We utilize a network-based walkshed gap analysis that can illustrate areas of the city with optimal parkland access, as well as highlight areas underserved by park and recreation facilities.

Task 2.4. Inventory & Conditions Assessment

Expanding upon existing City documentation, conduct a physical assessment of parks, trails and recreational amenities to identify potential needs for improvement, enhancement or renovation, along with opportunities to establish or improve sustainable management. Assess

and rate the functionality, accessibility and condition of amenities and identify existing deficiencies. Meet with operations staff to discuss facility needs, best management practices or challenges regarding the planned and potential growth of system assets and facilities. Prepare a conditions assessment summary to rate assets and inform cost estimating and capital planning.

Task 3: Community Engagement

We will work with the City to reach out to a broad spectrum of residents and groups, with a focus on outreach to Spanish speaking populations. We will also seek to expand partnerships with community-based organizations and park user groups to share information and seek feedback. We will utilize a range of techniques, outlined below, that will be tailored to reach targeted audiences and stakeholders. We will work collaboratively with the City to more fully refine the scope of work and budget for the public involvement components of the project after contract award to ensure our level of effort aligns with the City's needs. Special effort will be made to create opportunities to engage with people of color, youth and non-English speaking people to ensure the Plan concepts are accessible and relevant to diverse populations. We may recommend a mix of strategies designed to reach communities that have under-represented populations and underserved neighborhoods, in lieu of traditional open houses.

- Attend up to three sessions of the Public Infrastructure Advisory Board for discussions on visioning, challenges, opportunities and potential partnerships, as well as on-going guidance as the Plan progresses.
- Plan, help promote, conduct, and report the results of an online open house. JLA will work with the project team to develop information and craft questions that provides an overview of the purpose of the Parks Master Plan, community needs and priorities, options for the future and offer opportunities for the public to provide feedback on local needs, interests and project ideas. We will also use the online open house to seek feedback in specific areas, such as project priorities, site master plans and implementation strategies. A written summary of the online open house will be posted on the website. Online engagement will be translated into Spanish.
- Coordinate and staff up to two information tables at community events, such as the farmers
 market and events in the park to promote the online open house and to explore the future
 vision of the parks, recreation and trails system to supplement survey and trend data. For each
 event, we will prepare bilingual materials, and collect and summarize community feedback.
 Meetings will also be staffed with a Spanish speaker.
- Coordinate with City staff to prepare bilingual communications materials, including project webpage content for the City's website to promote engagement opportunities, allow access to project materials and give transparency to the process. Develop a bilingual project handout to support meetings and outreach events. Prepare bilingual content for distribution via the City's and partner's social media platforms.

Task 4: Community Needs Assessment

Task 4.1. Park Level of Service Assessment & Benchmarking

We will utilize inventory data, SCORP and national data to assess the City's current and future levels of service. Coordinate with staff on the approaches to service standard assessments, which may include NRPA's Parks Metrics data, comparable jurisdictions and local history. Review current park classifications in terms of hierarchy, appropriateness and function, and discuss the potential for locally-relevant revisions to classifications to fit with local recreation needs, staff direction and an estimate of financial implications.

Task 4.2. Recreational Assessment & Gap Analysis

Conduct a system gap analysis utilizing GIS modeling and findings from the inventory assessment. Summarize findings and statistics and specifically address potential park, trail, and maintenance improvements to meet the service demands requested by the community and stakeholders.

- Incorporate the community expectations noted in the Cornelius Vision 2045 and National Night Out Staff Survey, plus additional community engagement noted in Task 3.
- Analyze the park, trail and open space system against distribution, proximity and accessibility criteria.
- Assess park service area needs and identify future demand for parks, amenities and recreation facilities.
- Make informed recommendations about potential candidate acquisition areas that fill known gaps and maximize resource utility, while managing potential long-term development and operating costs.
- Re-align service standards to meet the community's vision and existing and planned park system assets.

Task 5: Preliminary Plan Development

Task 5.1. Draft Parks Master Plan

The draft Plan will outline a framework for the improvement and growth of City recreation amenities, trails and parks to the specific needs of the community. This framework will help clarify funding, objectives, and goals, and it will set a long-range vision for the City and provide clear action items and strategies for implementation. The Plan will include a compilation of all the analyses and recommendations from the planning process and will include chapters detailing the system inventory, outreach, community needs, goals and implementation strategies, including:

Clear vision, goals, and policies for park, trail, open space and service delivery

- Priority actions based on community guidance, funding opportunities, and fiscal realities
- Strategies for parks, trails and natural areas for planning, acquisitions, and maintenance
- Estimates of the capital and operational costs for acquisition, improvements, and development of facilities
- Strategies and recommendations regarding system management and performance measures
- Identification of potential funding sources, financing options, grants, and strategic partnerships

Task 5.2. Capital Improvements Plan

Develop a 20-year Capital Improvements Plan that identifies in priority order and sequences the actions necessary to implement Plan recommendations. Generate order of magnitude cost projections for all proposed park and recreation components, renovation and redevelopment, potential land acquisition, and potential new development. Identify priorities for phased implementation and segment the list into near-, mid- and long-term projects.

Task 6: Review & Approvals

Task 6.1. Board & Commission Review

Participate in one study session each with the Public Infrastructure Advisory Board and Planning Commission for their review of the draft Plan. Highlight key considerations about policies, strategies, and capital project priorities. Edits will be incorporated into revised documents for circulation to City Council.

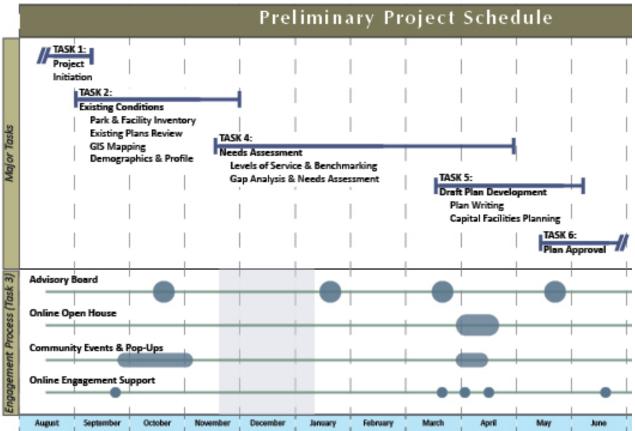
Task 6.2. City Council Review

Attend a study session with City Council to present the draft Plan and review the key findings, financing measures, policy recommendations and implementation strategies.

Task 6.3. Revisions & Final Documentation

Incorporate final comments to finalize the Parks Master Plan. Produce the Plan in booklet format, delivered in print (4 bound) and electronic format (PDF). Provide one data drive of all deliverables.

Work Schedule



PI Quiet Period

Fee Estimate

To complete the scope of work identified in the Scope of Work section of this submittal, we propose a total not-to-exceed cost of \$85,697, including all costs and excluding optional alternatives. A staff rates and a fee summary by major task is noted below.

We will work with the City to prepare a revised scope and budget, consistent with the available resources, if needed. All charges for services will be a not-to-exceed fee, as submitted with, and made part of, this quote.

Staff Rates

Firm	Staff		Rate
Conservation Technix	Principal	\$	195.00
	Senior Associate I	\$	165.00
	Senior Associate II	\$	130.00
	Associate	\$	115.00
JLA Public Involvement	Senior Project Manager		205.69
	PI Specialist 4	\$	159.17
	PI Specialist 2	\$	113.11
	Administrative Support 4	\$	111.72

Fee Summary by Major Task

ASK	Fee	Subtotal	Staff Hours	nservation Technix	LA Public volvement
Task 1: Project Initiation and Management	\$	13,272	78	\$ 5,550	\$ 7,722
Task 2: Existing Conditions & Baseline Analyses	\$	12,560	80	\$ 12,560	\$ -
Task 3: Community Engagement	\$	28,496	187	\$8,050	\$20,446
3.1. PIAB Meetings (3)		\$5,704	31	\$4,245	\$1,459
3.2. Online Open House (1)		\$9,445	62	\$2,765	\$6,680
3.3. Pop-up Events & Support (2)		\$5,941	41	\$650	\$5,291
3.4. Social Media, Fact Sheet & Web Content		\$7,405	53	\$390	\$7,015
Task 4: Community Needs Assessment	\$	9,210	56	\$ 9,210	\$ -
Task 5: Preliminary PMP Plan Development	\$	12,319	76	\$ 10,860	\$ 1,459
Task 6: Plan Review & Approval	\$	6,070	34	\$ 6,070	\$ -
Direct Costs	\$	3,770		\$ 1,770	\$ 2,000
Т	OTAL \$	85,697	511		

Fee Detail by Task & Firm

Cornelius Parks Master Plan - Fee Schedule	hedule									
				Conse	Conservation Technix	chnix	ſ	JLA Public Involvement	nvolvement	
				S. Duh	J. Akers	M. Kunec	A. DeDona	staff	staff	staff
Tasks	Labor (Total Hours)	Labor (Total Fee)	Percent of Total Fee	PIC, PM, Lead Planner	Park Planner, AICP. PLA	Park Planner	Sr Project Manager	P14	P12	Admin4
Task 1: Project Initiation and Management					,					
1.1. Project Initiation Meeting & Contracting	30	\$4,514	2%	9			2	10		12
1.2. Project Management & Coordination Meetings	48	\$8,758	10%	14	10		12	12		
Task 2: Existing Conditions & Baseline Analyses										
2.1. Review of Existing Plans & Studies	16	\$2,550	3%	4	9	9				
2.2. Demographics & Trends	8	\$1,170	1%	2		9				
2.3. Base Mapping & Spatial Analysis	26	\$3,770	4%	9		20				
2.4. Park & Facility Inventory & Assessment	30	\$5,070	%9	4	26					
Task 3: Community Engagement										
3.1. PI AB Meetings (3)	31	\$5,704	%/	15	8		4	4		
3.2. Online Open House (1)	62	\$9,445	11%	10	-	5	9	20	20	
3.3. Pop-up Events & Support (2)	41	\$5,941	%/	2		2	2	20	15	
3.4. Social Media, Fact Sheet & Web Content	53	\$7,405	%6	2			9	15	30	
Task 4: Community Needs Assessment										
4.1. Level of Service Assessment	26	\$4,250	2%	80	10	80				
4.2. Recreation Assessment & Gap Analysis	30	\$4,960	%9	12	80	10				
Task 5: Preliminary Plan Development										
5.1. Draft Parks Plan	52	\$8,319	10%	10	14	20	4	4		
5.2. Capital Improvements Plan & Project Costing	18	\$3,090	4%	4	14					
5.3. Administrative Draft Plan	9	\$910	1%	2		4				
Task 6: Plan Reviews & Approval										
6.1. PIAB * Planning Commission Review (2)	18	\$3,330	4%	12	9					
6.2. City Council Review (1)	10	\$1,830	7%	9	4					
6.3. Final Documentation & Close-out	9	\$910	1%	2		4				
Total Hours	511			121	107	82	36	85	99	12
Hourly Rate				\$195	\$165	\$130	\$206	\$159	\$113	\$112
TOTAL LABOR COST		\$81,927		\$23,595	\$17,655	\$11,050	\$7,405	\$13,529	\$7,352	\$1,341
Direct Costs										
Direct Expenses		\$410								
Printing - Displays, Final Plans		\$2,870								
Subconsultant Overhead (1.5%)		\$490								
TOTAL DIRECT COST		\$3,770								
GRAND TOTAL, LABOR & DIRECT COSTS		\$85,697								

City of Cornelius Agenda Report

To: Peter Brandom, City Manager

From: Jim Geering, Fire Chief

Date: August 5, 2024

Subject: Emergency Operations Plan (EOP) Informational Status Update

Requested City Council Action: Informational.

Previous Council Action: Adoption of the current EOP in 2014.

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

Cornelius

Background: The City of Cornelius' Emergency Management mission is to ensure that the City and community is prepared for a disaster by ensuring coordination of protective and mitigating measures for response and recovery. Doing so will increase the city's capabilities to minimize loss of life and to reduce impacts from disasters.

It is imperative for the City to have an Emergency Operations Plan (EOP) that provides general guidance and a framework for preparing for and recovering from large emergencies and disasters. The City's current EOP was adopted by City Council in 2014 and is in need of updating. Through a competitive process, the City has hired Stacy M. Burr Consulting, who is now under contract to update the EOP. The EOP update will provide the foundation and guidance for use of national incident management system principles necessary to effectively manage incidents within the City. A presentation at the August 5, 2024 City Council meeting will provide a brief overview of the project.

Cost: \$30,000.

Advisory Committee Recommendation: Not applicable.

Staff Recommendation: No action is requested from Council.

Proposed Motion: Not applicable.

Exhibits: None.

City of Cornelius Agenda Report

To: City Council

From: Peter Brandom, City Manager

Date: August 5, 2024

Subject: Resolution No. 2024-43: Garbage and Recycling Collection Service Rates

Requested City Council Action: Consider adoption of resolution No. 2024-43 to increase rates for solid waste collection from homes and businesses in Cornelius.

Cornelius

Oregon's Family Town

Previous Council Action: Rates were last increased in September 1, 2023 by 12% (\$3.43 per month) for residential (for a 35-gallon roll cart, the most common service level) and 16% for commercial container customers.

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: Collection of garbage, recycling and yard debris + food scraps from homes and businesses in Cornelius is provided under franchise, Cornelius Municipal Code Chapter 8.05, by two companies, Evergreen Disposal & Recycling (Evergreen), and Hillsboro Garbage Disposal (Hillsboro Garbage). Each company has a designated area of the community where they are authorized to provide collection services. Most of Cornelius is serviced by Evergreen. Hillsboro Garbage services the far eastern and southeast corner of the community, including much of the Laurel Woods subdivision, which were previously served by Hillsboro Garbage as unincorporated areas.

Periodically, a review of franchisee costs and revenues is done to assess whether rates are sufficient to cover operating costs and profit. Staff and a contracted Certified Public Accountant (CPA) were asked by the primary provider, Evergreen, to review revenues, expenditures, and rates for the year ended December 31, 2023. The City's contracted CPA analyzed the reported revenues and expenditures of Evergreen, made adjustments based on allowable costs and reporting anomalies, factored projected costs for the coming year, and produced a recommended rate increase. This memo summarizes the rate review and a proposed increase to rates.

Given several assessed factors, it has been determined that an increase to rates is justified. Historically, a target return on revenue (ROR) of 10% has guided determinations for rate actions in Cornelius. Cost increases have been realized in nearly all operational and business areas, which has reduced the ROR. The recommended rate increase is shown in Tables 1 and 2 below. The residential rate is expressed for a 35-gallon cart, the most common, while commercial rates are shown as a percentage per container yard, three commercial container size examples.

Cart Size	35 gal	65 gal	95 gal
Current Rate	\$31.43	\$40.65	\$51.57
Solid Waste Disposal	\$0.78	\$1.39	\$1.95
Operational Cost Increase	\$1.27	\$1.27	\$1.27
Total Increase	\$2.05	\$2.66	\$3.22
Proposed Rate	\$33.48	\$43.31	\$54.79
% ▲	6.5%	6.5%	6.2%

Table 1: Recommended Rate Increases for Residential Service.

Container 1x week	1.5 yard collected weekly	2 yard collected weekly
Current Rate	\$179.43/yd	\$233.72/yd
Solid Waste Disposal	\$0.71/yd	\$0.71/yd
Operational Cost Increase	\$0.32/yd	\$0.32/yd
Total Increase	\$6.69*	8.92*
Proposed	\$186.12/yd	\$242.68/yd
% ▲	3.7%	3.8%

Table 2: Recommended Rate Increases for Commercial Container Service (*based on average of weekly service).

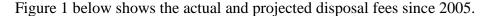
Table 3 below shows the percentage increase for the main business elements.

Expense	Cost Increase
Disposal	7.7%
Recycling	4.8%
Labor	4.5%
Truck Expense	13.3%
Carts & Equipment	0.6%
Management	4.0%
Administration	3.0%

Table 3: Expense Factors.

Solid waste disposal: most of the garbage collected in Cornelius is transferred through the Forest Grove Transfer Station, owned and operated by Waste Management, a multi-national waste services company. The Metro regional government has broad authority over solid waste that is generated inside the metro region, including rates charged at both public (Metro owned) and private facilities. Metro has set rates for their two public facilities, where rates have increased dramatically over the past several years. Though Metro had projected rate increases at their facilities to be around 8% annually for several years, the approved increase effective July 1, 2023 was \$14.36 per ton to \$138.26, an 11.5% increase, and effective July 1, 2024 is \$16.49 per ton to \$154.71, an 11.9% increase. The cost increase at Forest Grove Transfer Station for this year is \$11.07 per ton, or 7.6%, up to \$156.36. Metro continues not to fully regulate the rates charged at

private facilities, including Forest Grove Transfer Station, and they are allowed to charge a rate that is commensurate and even higher than the rate charged by Metro, with no justification. City staff continue to express to Metro the importance of exercising their authority to regulate fees at the private facilities. Metro this year had signaled their intent to review this policy, and Metro Council again decided against regulating the rates charged by the private facilities.



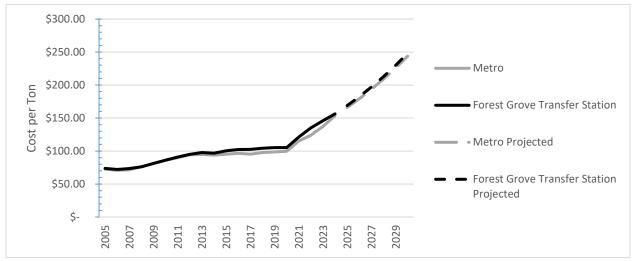


Figure 1: Metro and Forest Grove Disposal Fees, 2005 – 2029.

Staff have issued notice of the rate increase via the City newsletter and recommend approval of a resolution to increase rates effective September 1, 2024. A letter from the City Manager will also be provided to both franchisees to send to customers notifying them of the rate increase. The attached City rate sheet includes redlines that show the proposed increases to all current rates.

Cost: 6.5% (\$2.05) for residential (for a 35-gallon roll cart, the most common service level) and 3.4% for commercial container customers (based on a 1-yard container).

Advisory Committee Recommendation: Not applicable.

Staff Recommendation: Consider adoption of resolution No. 2024-43 to increase rates for solid waste collection from homes and businesses in Cornelius.

Proposed Motion: I make a motion to approve Resolution No. 2024-43, A RESOLUTION OF THE CORNELIUS CITY COUNCIL AUTHORIZING AN INCREASE OF SOLID WASTE COLLECTION RATES CHARGED BY THE CITY COLLECTION FRANCHISEES, effective September 1, 2024.

Exhibits: Resolution No. 2024-43

Proposed Updated Solid Waste Collection Rates

RESOLUTION No. 2024-43

A RESOLUTION OF THE CITY OF CORNELIUS, OREGON AUTHORIZING AN INCREASE OF SOLID WASTE COLLECTION SERVICE RATES CHARGED BY THE CITY COLLECTION FRANCHISEES

WHEREAS, the City of Cornelius Municipal Code 805.070 authorizes the City Council to establish rates for solid waste collection services; and

WHEREAS, increases for waste disposal, labor, recycling, insurance and other costs have been reported by the City's primary franchisee and audited by the City; and

WHEREAS, the City has historically considered an increase when company profits are below 10%, a reasonable return on revenue (ROR); and

WHEREAS, the City has determined that an increase to service rates is justified.

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

<u>Section 1.</u> The attachment to this resolution includes the proposed new rates for collection of solid waste from residences and businesses in Cornelius.

<u>Section 2.</u> The rates are effective September 1, 2024.

INTRODUCED AND APPROVED by the Cornelius City Council at their regular meeting this 5th day of August, 2024.

		Ci	ity of Cornelius, Oregon
		Ву	y:
			Jeffrey C. Dalin, Mayor
Attest:			
Ellie Jones,	Assistant City Manager a	nd	
Acting City	Recorder		

Effective September 1, 20243



STANDARD WEEKLY RESIDE	ENTIAL CURBSIDE* COLLECTION	
Includes EVERY-OTHER-WEEK rec	cycling and EVERY-OTHER-WEEK yard debris w	ith food scraps.
SIZE OF GARBAGE CART	RATE	ADDITIONAL CART
20 gallon	\$ <u>29.54</u> 27.82 per cart, per month	N/A
35 gallon	\$ <u>33.48</u> 31.43 per cart, per month	\$ <u>26.78</u> 25.14 per cart, per month
65 gallon	\$ <u>43.31</u> 40.65 per cart, per month	\$ <u>34.65</u> 32.52 per cart, per month
95 gallon	\$ <u>54.79</u> 51.57 per cart, per month	\$ <u>43.83</u> 41.26 per cart, per month

ON-CALL RESIDENTIAL CURBSIDE* GARBAGE & RECYCLING COLLECTION

Includes EVERY-OTHER-WEEK recycling.

Customer must call by 2:00pm the business day prior to collection day to schedule garbage pick-up.

Yard Debris collection NOT included (see YARD DEBRIS ONLY below).

SIZE OF GARBAGE CART	RATE
20 gallon	\$ <u>10.70</u> <u>10.08</u> per month PLUS \$4.50 per pick up
35 gallon	\$ <u>13.12.12.32</u> per month PLUS \$4.50 per pick up

ADDITIONAL RESIDENTIAL SERVICES & FEES	
SERVICE	RATE
Curbside RECYCLING ONLY	\$ <u>11.65</u> 10.95 per month
Curbside YARD DEBRIS ONLY	\$ <u>7.60</u> 7.15 per month
Additional 65 gallon RECYCLING or upgrade to 95 gal cart	\$0.00 NO FEE
Additional 65 gallon YARD DEBRIS cart	\$ <u>6.50</u> 6.10 per month
Extra bag of GARBAGE - 35 gallon size	\$ <u>6.90</u> 6.50 per bag
Extra bag of YARD DEBRIS (Kraft Paper Bag only)	\$ <u>3.75</u> 3.50 per bag
Overfilled Cart Fee****	\$ <u>3.55</u> 3.35 per occurrence
Contamination Fee - RECYCLING & YARD DEBRIS	\$7.00 per occurrence
Call-Back Fee for GARBAGE, RECYCLING or YARD DEBRIS	\$15.00 per trip / per material
Yard Service**	\$13.50 per month / per garbage cart
Distance Fee***	\$0.10 per foot beyond yard rate
Replacement Fee - 20 gallon cart	\$ <u>60.00</u> 55.00 per cart
Replacement Fee - 35 gallon cart	\$55.00 per cart
Replacement Fee - 65 gallon cart	\$65.00 per cart
Replacement Fee - 95 gallon cart	\$70.00 per cart
NSF / Returned Check or ACH Fee	\$30.00 per occurrence
Reinstatement Fee	\$30.00 per occurrence
Foo accure when conjectic is stanged for non-nayment/n	act due

Fee occurs when service is stopped for non-payment/past due.

^{*}CURBSIDE is defined as within 5 feet of the public road/curb.

^{**}YARD SERVICE is defined as 5-50 feet of the public road/curb.

^{***}DISTANCE FEE applies to carts beyond 50 feet of public road/curb, and is in addition to Yard Service fee.

^{****}OVERFILLED CART FEE applies to any bag(s), or loose garbage, on top of cart or causing lid not to be closed.

Effective September 1, 20243



STANDARD WEEKLY COMMERCIAL CART COLLECTION - CURBSIDE*

Includes EVERY-OTHER-WEEK cart recycling collection.

Yard Debris is NOT AVAILABLE for commercial customers.

SIZE OF GARBAGE CART	RATE	ADDITIONAL CART
35 gallon	\$ <u>31.75</u> 29.70 per month, per cart	\$ <u>25.40</u> 23.76 per month, per cart
65 gallon	\$ <u>39.58</u> 36.92 per month, per cart	\$ <u>31.66</u> 29.54 per month, per cart
95 gallon	\$ <u>51.06</u> 47.84 per month, per cart	\$ <u>40.85</u> 38.27 per month, per cart

COURT APARTMENTS - WEEKLY SERVICE

5 or more residential units in one area.

Includes EVERY-OTHER-WEEK recycling & yard debris.

SIZE OF CART	RATE	ADDITIONAL CART
35 gallon	\$ <u>33.48</u> 31.43 per month, per cart	\$ <u>26.78</u> 25.14 per month, per cart
65 gallon	\$ <u>43.31</u> <u>40.65</u> -per month, per cart	\$ <u>34.65</u> 32.52 per month, per cart
95 gallon	\$ <u>54.79</u> 51.57 per month, per cart	\$ <u>43.83</u> 41.26 per month, per cart

COMMERCIAL FOOD WASTE RATES

SIZE OF CART	RATE (WEEKLY COLLECTION)	RATE (TWO PICK-UPS PER WEEK)	
65 gallon	\$ <u>31.95</u> 30.00 -per month, per cart	\$ <u>63.90</u> 60.00 per month, per cart	
95 gallon	\$ <u>42.60</u> 40.00 -per month, per cart	\$ <u>85.20</u> 80.00 per month, per cart	
Additional 65 gallon	\$ <u>26.65</u> 25.00 per month, per cart	\$ <u>53.25</u> 50.00 per month, per cart	
Additional 95 gallon	\$ <u>37.25</u> 35.00 per month, per cart	\$ <u>74.55</u> 70.00 per month, per cart	
Walk-in Collection	\$6.00 per cart per month	\$12.00 per cart per month	
Cart Cleaning	\$15 per cart, per month (not to exceed one cleaning per month)		

ADDITIONAL COMMERCIAL SERVICES / FEES

7.55111511112 55111111E1161112 5E11111325 7 1 EE5	
SERVICE	RATE
Curbside RECYCLING ONLY	\$ <u>11.65</u> 10.95 -per month
Extra 32 gallon bag of GARBAGE	\$ <u>6.90</u> 6.50 per bag
Additional 65 gal RECYCLING or one 95 gallon upgrade	\$0.00
Overfilled Cart Fee****	\$ <u>3.55</u> 3.35 per occurrence
Contamination Fee - RECYCLING & YARD DEBRIS	\$7.00 per occurrence
Call-Back Fee for GARBAGE or RECYCLING	\$15.00 per trip
Yard Service**	\$13.50 per month / per garbage cart
Distance Fee***	\$0.10 per foot beyond yard rate
Replacement Fee - 35 gallon cart	\$55.00 per cart
Replacement Fee - 65 gallon cart	\$65.00 per cart
Replacement Fee - 95 gallon cart	\$70.00 per cart
NSF / Returned Check or ACH Fee	\$30.00 per occurrence
Reinstatement Fee	\$30.00 per occurrence

Fee occurs when service stopped for non-payment/past due.

^{*}CURBSIDE is defined as within 5 feet of the public road/curb.

^{**}YARD SERVICE is defined as 5-50 feet of the public road/curb.

^{***}DISTANCE FEE applies to carts beyond 50 feet of public road/curb, and is in addition to Yard Service fee.

^{****}OVERFILLED CART FEE applies to any bag(s), or loose garbage, on top of cart or causing lid not to be closed.

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COMMERCIAL CONTAINER COLLECTION

Includes container recycling, up to 2 times the volume of garbage service.

SIZE	NUMBER OF STOPS PER WEEK					
	ONE	TWO	THREE	FOUR	FIVE	SIX
1 YD	\$136.78	\$273.80	\$392.75	\$520.77	\$648.80	\$776.75
עז ד	\$ 132.32	\$264.88	\$379.37	\$502.93	\$ 626.50	\$749.99
ADD'L 1 YD*	121.67	237.19	361.34	485.55	609.72	733.87
ADDLITO	\$ 117.21	\$228.27	\$ 347.96	\$4 67.71	\$587.42	\$707.11
1 F VD	186.12	362.16	538.14	714.18	890.16	1,066.20
1.5 YD	\$ 179.43	\$348.78	\$ 518.07	\$ 687.42	\$856.71	\$1,026.06
ADD'L 1.5 YD*	162.38	334.56	506.72	678.91	851.14	1,023.32
ADD L 1.3 ID.	\$155.69	\$321.18	\$486.65	\$ 652.15	\$ 817.69	\$983.18
2 VD	242.68	470.18	697.65	925.10	1,152.55	1,380.01
2 YD	\$233.76	\$452.34	\$670.89	\$889.42	\$1,107.95	\$1,326.49
VDD 3 VD*	218.93	442.58	666.18	889.83	1,113.48	1,337.14
ADD'L 2 YD*	\$210.01	\$424.74	\$ 639.42	\$854.15	\$ 1,068.88	\$1,283.62
3 YD	331.40	642.00	952.53	1,263.12	1,573.66	1,884.24
ט ז ט	\$ 318.02	\$615.24	\$912.39	\$ 1,209.60	\$ 1,506.76	\$ 1,803.96
ADD'L 3 YD*	307.65	614.39	921.12	1,227.91	1,534.65	1,841.37
ADD L 3 TD	\$294.27	\$587.63	\$880.98	\$ 1,174.39	\$ 1,467.75	\$ 1,761.09
4 YD	432.74	821.17	1,209.66	1,598.09	1,986.57	2,375.00
4 10	\$414.90	\$785.49	\$1,156.14	\$1,526.73	\$ 1,897.37	\$2,267.96
ADD'L 4 YD*	408.93	793.46	1,178.25	1,562.88	1,947.50	2,332.13
ADD L 4 YD.	\$391.09	\$757.78	\$1,124.73	\$1,491.52	\$ 1,858.30	\$2,225.09
6 YD	581.16	1,148.59	1,717.00	2,284.15	2,851.29	3,418.44
ט ז ט	\$554.40	\$1,095.07	\$1,636.72	\$2,177.11	\$ 2,717.49	\$ 3,257.88
ADD!! CVD*	557.36	1,120.98	1,685.59	2,248.94	2,676.66	3,375.57
ADD'L 6 YD*	\$530.60	\$1,067.46	\$1,605.31	\$2,141.90	\$2,542.86	\$3,215.01

^{*}Additional Container Rate: Where containers are located in the same enclosure, or are adjacent to each other at the same collection address. Containers in separate collection areas are subject to the full rate.

Compacted Material: Containers with compacted material (manually or mechanically) will be charged at 2.25 times the above the loose rate. Compacted containers may not be larger than 4 cubic yards. Weight restrictions apply.

Placement: Container placement will be determined by the service provider. Containers must be placed on a smooth, solid, level surface. Containers must be accessible at all times. Containers 3 yards and larger will be placed in a manner that allows the service truck to back up to, connect and dump. They cannot be moved manually. **Saturday Service:** Available to customers subscribing to six (6) times per week service.

CONTAINER RECYCLING ONLY					
SIZE	NUMBER OF STOPS PER WEEK				
	ONE	TWO	THREE		
2 YD	\$ <u>76.15</u> 71.51	\$ <u>132.10</u> 124.05	\$ <u>188.05</u> 176.57		
3 YD	\$110.70 103.94	\$185.70 174.36	\$260.70 244.79		

OCCASIONAL (TEMPORARY) CONTAINERS			
Rental includes 7 calendar days.			
1 YD	\$ <u>121.00</u> <u>114.00</u> per container, per dump	Includes up to 250 lbs. of material	
2 YD	\$ <u>141.00</u> <u>132.00</u> per container, per dump	Includes up to 500 lbs. of material	

Cornelius
Oregon's Family Town

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Additional Weight	\$ <u>160.00</u> <u>144.00</u> per ton
Daily Rent	\$5.00 per day after 7th day

OTHER CONTAINER SERVICE FEES		
Extra Container Collection	25% of Collection Rate	
Extra 32 gallon bag of GARBAGE	\$ <u>6.90</u> 6.50 per bag	
Call-Back Fee for GARBAGE or RECYCLING	\$33.00 per trip	
Lock Fee: When container or enclosure is locked	\$15.00 per month, per lock	
Container Replacement Fees	TBD based on size and type	
When contents or customer misuse, fire or vandalism		
causes damage to a receptacle, in excess of normal		
wear and tear, the cost of repair or replacement may be		
charged to the customer.		
NSF / Returned Check or ACH Fee	\$30.00 per occurrence	
Reinstatement Fee	\$30.00 per occurrence	
Fee occurs when service stopped for non-payment/past due.		

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DROP BOX SERVICE AND ROLL OFF COMPACTORS			
Drop Box Size	Haul Fee		
10 – 20 yard	\$128.00		
30 yard	\$138.00		
40 yard	\$158.00		
Drop Box Size	Daily Rental Fee		
10 – 20 yard	\$6.50		
30 yard	\$8.00		
40 yard	\$8.50		
Compactors	Haul Fee		
10 – 29 yard	\$161.00		
30 yard and Greater	\$181.00		
Other Fees			
Delivery Fee	\$42.00		
Dry Run Fee	\$62.00		
Relocation Fee	\$42.00		
Compactor Turn Around Fee	\$42.00		
Lid Handling Fee	\$19.00		
Mileage Fee	\$3.10 per mile		
Other Services	\$81.00 per hour		

ADDITIONAL FEE INFORMATION

- **Disposal:** Rate is based on current rates at the specific disposal site for each material.
- **Delivery Fee:** Charged for each initial box delivery. The delivery fee does not apply to compactor or occasional container service.
- **Daily Rent:** Rental charges begin on the 3rd calendar day after delivery or service. Rent does not apply to compactors.
- Mileage: Charged per mile from point of collection to the nearest authorized disposal site.
- **Dry Run Fee:** Charged when the service provider is unable to safely service a compactor/drop box because of site issues such as blocked access or improperly prepared containers.
- Relocation Fee: Charged when the customer requests a box to be relocated on same site.
- **Compactor Turn-Around Fee:** Charged per occurrence when collection requires the compactor to be turned around for hauling.

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BULKY ITEM COLLECTION FEES

Pick Up Fee: \$20 per trip plus the item(s) charges detailed below.

Item	Cost	Item	Cost
Couch	\$30.00	Table (Over 5 foot in length)	\$25.00
Sectional (piece)	\$30.00	Table (Under 5 foot in length)	\$15.00
Recliner or Similar Size Chair	\$25.00	Dresser	\$20.00
Accent Chair	\$20.00	Office Chair	\$10.00
Book Shelf	\$20.00	File Cabinet	\$20.00
Hide-A-Bed	\$35.00	Dining Chair	\$5.00
Playpen/Crib	\$10.00	Bike	\$15.00
Vacuum	\$10.00	Pallets (each)	\$5.00
Toilet (2 pieces)	\$15.00	Lawn Mower (fluids drained)	\$25.00
Shower Doors (set)	\$15.00	Hot Tub Cover	\$30.00
Mattresses / Bedding (per piece)			
Twin/Double	\$7.50	King Mattress	\$30.00
Queen	\$15.00	King Box Spring	\$7.50
Appliances			
Water Heater (drained)	\$15.00	Dishwasher	\$15.00
Stove	\$15.00	Microwave	\$5.00
Refrigerator (residential size)	\$38.00	BBQ (no tank)	\$15.00
Freezer (residential size)	\$38.00	Air Conditioner (portable)	\$38.00
Washer or Dryer	\$15.00		

ADDITIONAL FEES AND CHARGES

If two drivers are required because the item(s) are not easily accessible (e.g., in driveway, garage, front porch (no stairs)), the second driver is charged at an hourly rate from the time they come off their collection route until the time they get back to their route (service provider will attempt to schedule the driver that is closest). \$15 includes first 5 minutes of first driver, all additional time is charged at the established hourly rate.

If the bulky item is not there when the service provider arrives and the customer has not cancelled the pickup, the customer will still be charged the \$20.00 pickup fee.

City of Cornelius Agenda Report

To: Peter Brandom, City Manager

From: Ellie Jones, Assistant City Manager

Date: August 5, 2024

Subject: Resolution No. 2024-44: Employee Classification and Compensation Study

Cornelius

Requested City Council Action: Approve Resolution No. 2024-44 to approve the employee classification and compensation study.

Previous City Council Action: None.

Relevant Strategic Plan Goal(s): Goal 2: Increase connectivity and engagement and improve culture within the City organization.

Background: City Staff contracted with the Local Government Personnel Institute (LGPI), a program of Lane Council of Governments (LCOG) and Ruth Mattox, Contractor, to begin work on an employee classification and compensation study in August 2023. This study included an equity analysis, a classification analysis and a compensation analysis. Employees assisted with the process by completing a questionnaire regarding their position and job duties with the City and assisted with reviewing and updating their job descriptions. Employees were given opportunities to inquire, appeal, and provide input throughout the process.

The American Federation of State, County, and Municipal Employees (AFSCME) bargaining union has reviewed the study and accepted the results. Wage adjustments will be implemented with the adoption of the new union contract.

The International Association of Firefighters (IAFF) bargaining union had a prior analysis done during their last negotiations so the only impact to the IAFF employees was updating their job descriptions.

Cost: The approved City budget includes an estimated 4% cost of living adjustment. The implementation of the employee classification and compensation study will cause slight increases to the overall City budget.

Advisory Committee Recommendation: Not applicable.

Staff Recommendation: Approve Resolution No. 2024-44, which includes the updated salary schedules, as presented.

Proposed Motion: I make a motion to approve Resolution No. 2024-44, A RESOLUTION OF THE CORNELIUS CITY COUNCIL APPROVING THE EMPLOYEE CLASSIFICATION AND COMPENSATION STUDY, and this action takes effect immediately.

Exhibit: Resolution No. 2024-44 and its Exhibits A and B

RESOLUTION NO. 2024-44

A RESOLUTION OF THE CORNELIUS CITY COUNCIL APPROVING THE EMPLOYEE CLASSIFICATION AND COMPENSATION STUDY COMPLETED BY THE LOCAL GOVERNMENT PERSONNEL INSTITUTE (LGPS), A PROGRAM OF LANE COUNCIL OF GOVERNMENTS (LCOG) AND RUTH MATTOX, CONRACTOR

WHEREAS, the City of Cornelius contracted with Ruth Mattox in August, 2023 to complete an employee classification and compensation study; and

WHEREAS, the equity analysis, classification analysis, and compensation analysis have been completed; and

WHEREAS, staff recommend implementation of the study retroactive to July 1, 2024.

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

Section 1.	The City Manager is authorized to implement the attached classification and compensation study.
Section 2.	Salary schedules as shown in Exhibit B will be retroactive to July 1, 2024.
Section 4.	This resolution becomes effective immediately upon its enactment by the City Council.

INTRODUCED AND APPROVED by the Cornelius City Council at their regular meeting this 5th day of August, 2024.

	City of Cornelius, Oregon
	By: Jeffrey Dalin, Mayor
Attest:	
Ellie Jones, Assistant City Manager and Acting City Recorder	

CLASS & COMP PROJECT REPORT

Prepared for:

City of Cornelius, Oregon

June 2024

Prepared by:

Ruth S. Mattox
Contracted Consultant



a program of Lane Council of Governments 859 Willamette St, Ste 500 Eugene, OR 97401



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1 SCOPE OF STUDY

1.1 PROJECT SUMMARY

At the request of the City of Cornelius (City), Local Government Personnel Services (LGPS) performed a classification and compensation study for the city. LGPS engaged in discussions with the City Recorder and Assistant City Manager to obtain expectations and define project parameters. This was done via e-mail and telephone. Project inclusions are listed below:

- Job description updates
- Internal equity analysis
- Market compensation analysis
- Recommendations

1.2 Positions Included

The city included thirty-three (33) positions in the project; three (3) of which were included for job description updates only. A list of the positions included in the project is provided below.

Position Title	Position Title	Position Title
Accountant	Library Support Specialist I	Fleet Maintenance Technician
Accounting Technician	Library Support Specialist II	Parks Maintenance Worker
Assistant City Manager	Library Support Specialist III	Permit Specialist
City Manager	City Engineer	Public Works Director
City Recorder	Engineering Technician	Public Works Foreman
Communication & Community Engagement Manager	Project Manager	Public Works Support Specialist I
Community Development Director	Public Safety Support Specialist	Public Works Support Specialist II
Senior Planner	Fire Captain (JD updates only)	Public Works Support Specialist III

Library Access Services Manager	Fire Lieutenant (JD updates only)	Utility Maintenance Worker I
Librarian - Supervising	Firefighter (JD updates only)	Utility Maintenance Worker II
Library Director	Facility Maintenance Technician	Water Technician

1.3 COMPARATORS INCLUDED

Ten (10) Oregon cities were selected as market comparators with consideration of population* and geographic proximity. Below is a summary of comparators selected for inclusion.

Entity	Population*	Participation
Sherwood	20,868	Participated
Canby	19,045	Participated
Dallas	17,989	Participated
Troutdale	17,005	Participated
St. Helens	15,009	Participated
Sandy	13,159	Participated
Gladstone	12,140	Participated
Cottage Grove	11,095	Participated
Newport	11,083	Participated
Monmouth	11,019	Participated

The City of Cornelius is estimated to have a population of 14,387*.

^{*}PSU December 15, 2023 Certified Population Estimates.

2 METHODOLOGY

2.1 JOB DESCRIPTION UPDATES

LGPS gathered detailed information about the city's jobs via position analysis questionnaires, which were provided to and completed by the city's employees. In the questionnaires, City employees supplied detailed information about their current duties, responsibilities, and other aspects of their jobs. The questionnaires were then reviewed by supervisors, who provided any additional information/clarification needed.

LGPS worked with the city to develop a job description template to ensure all appropriate elements wered include in job descriptions and that they were standardized across all city positions. Information acquired from employees via questionnaires was used to prepare up-to-date job descriptions. Draft job descriptions were provided to the city for review by employees and their supervisors. Any modifications were made, and final versions provided to the city electronically.

2.2 INTERNAL EQUITY ANALYSIS

LGPS utilized the information about job duties and responsibilities provided by employees on their position analysis questionnaires, to analyze internal equity using LGPS's internal equity methodology.

The methodology provides consistency in making classification placement decisions, guards against the growth of salary inequities, and allows the organization to make such decisions based on defined criteria, rather than a gut feeling. It allows for analysis and measurement of position requirements. It does not judge anyone personally, nor does it rate someone's ability to perform the job. In other words, it measures only positions, not people.

A position's responsibilities and duties were measured in terms of 11 factors. These 11 factors have a bearing on almost every type of work. Together, they view the full range of a position's requirements. All factors are subdivided into degrees, making it possible to measure the extent to which a given factor applies to a specific position. Because some factors are more important than others, they are weighted by means of a point system. Based on a factor's importance, a predetermined number of points are assigned to each of its degrees. The factors used in the various Units are:

Office, Professional, Technical, and Supervisory positions:

- Knowledge
- Complexity of Duties
- Effect of Probable Errors
- Confidential Data

- Experience
- Supervision Received
- Contacts with Others
- Manual Dexterity Requirements (includes Physical Demands)

- Character of Supervision Exercised
- Scope of Supervision Exercised
- Working Conditions (includes Hazards and Travel)

Maintenance, Service and Trades positions:

- Knowledge
- Initiative & Ingenuity
- Mental or Visual Demand
- Materials Responsibility
- Responsibility for Work of Others
- Hazards

- Experience
- Physical Demands
- Equipment Responsibility
- Safety of Others
- Working Conditions

Following preliminary internal equity grouping results, employees were invited to submit an appeal if desired.

2.3 MARKET COMPENSATION ANALYSIS

LGPS collected data from and conducted research into compensation practices of the comparator entities. Raw wage data tables were then prepared to show an abbreviated look at total compensation, including the core items of base monthly wages at the minimum, mid-point, and maximum of the salary range, employee deduction for insurance premiums, and PERS "pick-up".

The raw wage data tables presented in Appendix A illustrate the city's market position compared to similar jobs at the surveyed organizations.

In terms of mathematics, salary data in Appendix A is presented as a percentage difference from the average and median (at the minimum, mid-point, and maximum). This method is used to clearly communicate what percentage the city would apply to its data should the city choose to adjust wages up or down to match the market data.

Example 1: If the city paid \$4,000 per month and the market average was \$5,000 per month, the percentage difference would be calculated as follows: \$4,000 - \$5,000 = \$1,000. The difference of \$1,000 would then be divided by \$4,000 to show the city as behind the market average by 25%. The city's wages could then be increased by 25% to match the market average as follows: $$4,000 \times 1.25 = 5.000 .

Example 2: If the city paid \$5,000 per month and the market average was \$4,000 per month, the percentage difference would be calculated as follows: \$5,000 - \$4,000 = \$1,000. The difference of \$1,000 would then be divided by \$5,000 to show the city ahead of the market by 20%.

This is a simple math method to provide clear and easily understandable information regarding how the city compares to the market.

This study was limited to an analysis of the core items of base monthly wages, employee deduction for insurance premiums, and PERS "pick-up' as described in this section – longevity incentives were not evaluated as part of this analysis.

3 FINDINGS AND ANALYSIS

3.1 OVERVIEW

LGPS collected job description information and salary and benefits data from the City of Cornelius and each comparator organization. Data was analyzed, compiled and presented in this report.

3.2 Insufficient Job Matches

In most cases, no two jobs are exactly alike; therefore, LGPS evaluated job duties and qualifications to match the City's jobs with substantially similar jobs at comparator entities.

Because each entity has different structures for program delivery, staff size, and organizational philosophies, not all comparator entities have positions that can be matched with the City's positions. In these cases, no comparable class exists and is noted, where applicable, on the Raw Data Report (see Appendix A).

Each job should have at least three to four job matches to provide adequate market data for use in making compensation decisions, which is not the case for all surveyed positions. The following positions yielded an insufficient number of job matches:

Position Title	Matches
Library Access Services Manager	0

3.3 INTERNAL EQUITY ANALYSIS

Results of the internal equity analysis show how the city's positions place in relation to each other. The tables included in this section show the results of the internal equity analysis for each employee group.

3.3.1 GENERAL EMPLOYEE POSITIONS

The tables provided in this section show the results of the internal equity analysis for general employee unit positions, sorted by both current grade and internal equity group. As shown in the tables below, some positions (as they are currently organized) are placed on the city's general employee salary schedule at grades either higher or lower than other positions that are in the same internal equity grouping. Internal equity placement recommendations can be found later in this report.

Sorted by Current Grade

Job Title	Internal Equity Group	Current Grade
Public Works Support Specialist I	3	A5
Library Support Specialist I	4	A5
Parks Maintenance Worker	4	A5
Utility Maintenance Worker I	4	A5
Accounting Technician	4	A6
Public Works Support Specialist II	4	A6
Library Support Specialist II	5	A6
Engineering Technician	5	A6
Facility Maintenance Technician	6	A6
Fleet Maintenance Technician	6	A6
Utility Maintenance Worker II	6	A6
Water Technician	6	A6
Public Safety Support Specialist	5	A8
Permit Specialist	5	A8
Public Works Support Specialist III	5	A8
Library Support Specialist III	6	A8
Accountant	7	A9
Senior Planner	9	A9

Sorted by Internal Equity Group

Job Title	Internal Equity Group	Current Grade
Public Works Support Specialist I	3	A5
Library Support Specialist I	4	A5
Parks Maintenance Worker	4	A5
Utility Maintenance Worker I	4	A5
Accounting Technician	4	A6
Public Works Support Specialist II	4	A6
Library Support Specialist II	5	A6
Engineering Technician	5	A6
Public Safety Support Specialist	5	A8
Permit Specialist	5	A8
Public Works Support Specialist III	5	A8
Facility Maintenance Technician	6	A6
Fleet Maintenance Technician	6	A6
Utility Maintenance Worker II	6	A6
Water Technician	6	A6
Library Support Specialist III	6	A8
Accountant	7	A9
Senior Planner	9	A9

3.3.2 Non-Represented Positions

The tables provided in this section show the results of the internal equity analysis for non-represented positions, sorted by both current grade and internal equity group. As shown in the tables below, some positions (as they are currently organized) are placed on the city's non-represented positions salary schedule at grades either higher or lower than other positions that are in the same internal equity grouping. Internal equity placement recommendations can be found later in this report.

Sorted by Current Grade

Job Title	Internal Equity Group	Current Grade
City Recorder	F	S09
Library Access Services Manager	G	S10
Project Manager	G	S10
Communication & Community Engagement Manager	I	S10
Librarian - Supervising	Н	S11
Librarian	Н	S11
Public Works Foreman	K	S12
City Engineer	K	S15
Community Development Director	L	S15
Library Director	M	S15
Public Works Director	N	S15
Assistant City Manager	N	S16
City Manager	S	Contract

Sorted by Internal Equity Group

	Job Title	Internal Equity Group	Current Grade
City Recorder		F	S09
Library Access Serv	ces Manager	G	S10
Project Manager		G	S10
Librarian - Supervis	ing	Н	S11
Librarian		Н	S11
Communication & C	ommunity Engagement Manager	I	S10
Public Works Forem	an	K	S12
City Engineer		K	S15
Community Develop	ment Director	L	S15
Library Director		М	S15
Public Works Directo	or	N	S15
Assistant City Manag	ger	N	S16
City Manager		S	Contract

3.4 MARKET COMPENSATION ANALYSIS

Results of the market compensation analysis show how the city's positions place in relation to the market – as reflected by the market average and the difference to the market average.

3.4.1 GENERAL EMPLOYEE POSITIONS

This section's table shows a summary of the results of the market compensation analysis for general employee unit positions, depicting how these city positions

place in relation to the market average.

This table shows that, of the 18 general unit positions included in the analysis:

- 11 positions place <u>above market*</u>
- 3 positions place <u>below market*</u>
- 4 positions place <u>at market*</u>

*LGPS defines "at market" as a range of +/- 5% to that of the market average.

Job Title	Current Grade	Current Grade MAX	Market Average MAX	Current vs. Market Average
Public Works Support Specialist I	A5	5,319.00	4,658.83	12.41%
Library Support Specialist I	A5	5,319.00	3,829.47	28.00%
Parks Maintenance Worker	A5	5,319.00	4,648.88	12.60%
Utility Maintenance Worker I	A5	5,319.00	5,145.44	3.26%
Accounting Technician	A6	5,689.00	5,150.66	9.46%
Public Works Support Specialist II	A6	5,689.00	5,170.19	9.12%
Library Support Specialist II	A6	5,689.00	4,701.60	17.36%
Engineering Technician	A6	5,689.00	5,799.62	-1.94%
Facility Maintenance Technician	A6	5,689.00	5,840.02	-2.65%
Fleet Maintenance Technician	A6	5,689.00	6,184.46	-8.71%
Utility Maintenance Worker II	A6	5,689.00	6,065.20	-6.61%
Water Technician	A6	5,689.00	5,592.17	1.70%
Public Safety Support Specialist	A8	6,512.00	5,529.85	15.08%
Permit Specialist	A8	6,512.00	5,409.25	16.93%
Public Works Support Specialist III	A8	6,512.00	5,645.08	13.31%
Library Support Specialist III	A8	6,512.00	4,507.23	30.79%
Accountant	A9	6,971.00	6,119.44	12.22%
Senior Planner	A9	6,971.00	7,374.42	-5.79%

3.4.2 Non-Represented Positions

This section's table shows a summary of the results of the market compensation analysis for non-represented employee positions, depicting how these city positions place in relation to the market average.

This table shows that, of the 12 non-represented positions included in the analysis:

- 6 positions place above market*
- 2 positions place below market*
- 3 positions place at market*
- 1 position resulted in insufficient market data.

Job Title	Current Grade	Current Grade MAX	Market Average MAX	Current vs. Market Average
Library Access Services Manager	S10	7,568.00	Insufficient Data	Insufficient Data
Project Manager	S10	7,568.00	6,853.57	9.44%
Communication & Community Engagement Manager	S10	7,568.00	6,855.14	9.42%
Librarian - Supervising	S11	8,097.00	7,196.22	11.12%
Librarian	S11	8,097.00	6,331.00	21.81%
Public Works Foreman	S12	8,666.00	8,799.04	-1.54%
City Engineer	S15	10,488.00	11,473.38	-9.40%
Community Development Director	S15	11,215.00	11,423.99	-1.86%
Library Director	S15	11,215.00	10,380.83	7.44%
Public Works Director	S15	11,215.00	11,737.03	-4.65%
Assistant City Manager	S16	12,894.00	10,659.44	17.33%
City Manager	Contract	13,434.00	14,595.06	-8.64%

^{*}LGPS defines "at market" as a range of +/- 5% to that of the market average.

4 RECOMMENDATIONS

This section contains recommendations for use by the city as it takes into account its own needs and unique characteristics; and should be considered in conjunction with the city's total compensation package. The city retains the ability to employ the use of these recommendations as it deems appropriate.

4.1 **JOB DESCRIPTIONS**

Job descriptions are the foundation for work conducted at any organization. LGPS recommends the city review its job descriptions once per year to ensure they are up-to-date and accurate; clearly outlining the demands, requirement, and needs of each position.

4.2 PROPOSED SALARY SCHEDULES

LGPS recommends the city maintain the overall structure of its current salary schedules. Recommended updates presented in this section include adjustments for alignment with external market comparators and allow for implementation of the results of the internal equity analysis. Suggested salary schedule updates are described in the subsections below.

4.2.1 GENERAL EMPLOYEE POSITIONS

The current salary schedule for general employee positions is a step-in-grade structure which includes eight base wage steps per grade at 3% each and a difference of 7% between each grade.

LGPS recommends the city maintain this standardized structure, adding grades sufficient to implement the results of the internal equity analysis and making additional adjustments for alignment with the market, as shown below.

	В	Base Pay Perfor	mance-Bas	ed Steps - Pro	oposed (7% p	er grade, 3%	per step)	
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
A3	4,058	4,180	4,305	4,434	4,567	4,704	4,845	4,991
A4	4,342	4,472	4,606	4,745	4,887	5,034	5,185	5,340
A5	4,646	4,785	4,929	5,077	5,229	5,386	5,548	5,714
A6	4,971	5,120	5,274	5,432	5,595	5,763	5,936	6,114
A7	5,319	5,479	5,643	5,812	5,987	6,166	6,351	6,542
A8	5,692	5,862	6,038	6,219	6,406	6,598	6,796	7,000
A9	6,090	6,273	6,461	6,655	6,854	7,060	7,272	7,490

Note that longevity is presented for consistency with the full salary schedule provided by the city of Cornelius; however, it was not included as part of the analysis.

Longevity	Longevity Steps at 1% per step							
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
AL3	5,041	5,091	5,142	5,193	5,245	5,298	5,351	5,404
AL4	5,394	5,447	5,502	5,557	5,613	5,669	5,725	5,783
AL5	5,771	5,829	5,887	5,946	6,005	6,065	6,126	6,187
AL6	6,175	6,237	6,299	6,362	6,426	6,490	6,555	6,621
AL7	6,607	6,673	6,740	6,808	6,876	6,944	7,014	7,084
AL8	7,070	7,141	7,212	7,284	7,357	7,430	7,505	7,580
AL9	7,565	7,640	7,717	7,794	7,872	7,951	8,030	8,110

4.2.2 Non-Represented Positions

The current salary schedule for non-represented positions is a step-in-grade structure which includes eight base wage steps per grade at 2% each. The difference between grades is graduated starting at 7% between the lower grades, 10% between middle grades, and 15% between higher grades.

LGPS recommends modifying the difference between grades to 5% between grades S08 through S10, 7% between grades S10 through grade S14, and 10% between grades S14 through S16 – while maintaining a 2% increase per step. The proposed salary structure is shown below.

	Bas	se Pay Perform	nance-Based S	teps - Propose	ed (5%, 7%, 10°	% per grade; 2	?% per step)	
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
S08 -F	6,283	6,409	6,537	6,668	6,801	6,937	7,076	7,218
S09 -G	6,598	6,730	6,864	7,001	7,141	7,284	7,430	7,579
S10 -H	6,928	7,066	7,207	7,352	7,499	7,649	7,801	7,958
S11 -l	7,412	7,561	7,712	7,866	8,023	8,184	8,348	8,515
S12 -J	7,931	8,090	8,252	8,417	8,585	8,757	8,932	9,111
S13 -K	8,486	8,656	8,829	9,006	9,186	9,370	9,557	9,748
S14 -L	9,081	9,262	9,447	9,636	9,829	10,026	10,226	10,431
S15 -M	9,989	10,188	10,392	10,600	10,812	11,028	11,249	11,474
S16 -N	10,987	11,207	11,431	11,660	11,893	12,131	12,374	12,621

Note that: letters to the right of the grade numbers indicate matching internal equity group numbers for non-represented positions and,

As with section 4.2.1, above, longevity is presented for consistency with Cornelius's full salary schedule but was not included as part of the analysis.

Longevity	Longevity Steps at 1% per step											
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8				
LS08 -F	7,290	7,363	7,436	7,511	7,586	7,662	7,738	7,816				
LS09 -G	7,654	7,731	7,808	7,886	7,965	8,045	8,125	8,207				
LS10 -H	8,037	8,117	8,199	8,281	8,363	8,447	8,532	8,617				
LS11 -I	8,600	8,686	8,773	8,860	8,949	9,038	9,129	9,220				
LS12 -J	9,202	9,294	9,387	9,480	9,575	9,671	9,768	9,865				
LS13 -K	9,846	9,944	10,044	10,144	10,246	10,348	10,452	10,556				
LS14 -L	10,535	10,640	10,747	10,854	10,963	11,072	11,183	11,295				
LS15 -M	11,589	11,704	11,821	11,940	12,059	12,180	12,301	12,424				
LS16 -N	12,747	12,875	13,004	13,134	13,265	13,398	13,532	13,667				

4.3 CLASSIFICATION PLACEMENT

LGPS recommends the city utilize LGPS's internal equity position evaluation plan for maintaining internal equity and ensuring compliance with Oregon's Equal Pay Act and place positions in the salary grade supported by the internal equity group scoring outcomes.

4.3.1 GENERAL EMPLOYEE POSITIONS

The table in this section shows where each general employee position should be placed on the recommended salary grades for maintenance of internal equity.

		E	ase Pay Perfe	ormance-Base	ed Steps - Pro	oposed (7% p	er grade, 3%	per step)	
Grade	Job Titles	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
A3	Public Works Support Specialist I	4,058	4,180	4,305	4,434	4,567	4,704	4,845	4,991
A4	Library Support Specialist I Parks Maintenance Worker Utility Maintenance Worker I Accounting Technician Public Works Support Specialist II	4,342	4,472	4,606	4,745	4,887	5,034	5,185	5,340
A5	Library Support Specialist II Engineering Technician Public Safety Support Specialist Permit Specialist Public Works Support Specialist III	4,646	4,785	4,929	5,077	5,229	5,386	5,548	5,714
A6	Facility Maintenance Technician Fleet Maintenance Technician Utility Maintenance Worker II Water Technician Library Support Specialist III	4,971	5,120	5,274	5,432	5,595	5,763	5,936	6,114
A7	Accountant	5,319	5,479	5,643	5,812	5,987	6,166	6,351	6,542
A8		5,692	5,862	6,038	6,219	6,406	6,598	6,796	7,000
A9	Senior Planner	6,090	6,273	6,461	6,655	6,854	7,060	7,272	7,490

Longevity				Long	jevity Steps a	t 1% per step			
Grade	Job Titles	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
AL3	Same as above	5,041	5,091	5,142	5,193	5,245	5,298	5,351	5,404
AL4		5,394	5,447	5,502	5,557	5,613	5,669	5,725	5,783
AL5		5,771	5,829	5,887	5,946	6,005	6,065	6,126	6,187
AL6		6,175	6,237	6,299	6,362	6,426	6,490	6,555	6,621
AL7		6,607	6,673	6,740	6,808	6,876	6,944	7,014	7,084
AL8		7,070	7,141	7,212	7,284	7,357	7,430	7,505	7,580
AL9		7,565	7,640	7,717	7,794	7,872	7,951	8,030	8,110

4.3.2 Non-Represented Positions

The table in this section show where each non-represented position should be placed on the recommended salary grades for maintenance of internal equity.

		Bas	se Pay Perform	nance-Based S	teps - Propose	ed (5%, 7%, 10	% per grade; 2	2% per step)	
Grade	Job Titles	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
S08 -F	City Recorder	6,283	6,409	6,537	6,668	6,801	6,937	7,076	7,218
S09 -G	Library Access Services Manager Project Manager	6,598	6,730	6,864	7,001	7,141	7,284	7,430	7,579
S10 -H	Librarian - Supervising	6,928	7,066	7,207	7,352	7,499	7,649	7,801	7,958
S11 -I	Communication & Community Engagement Manager	7,412	7,561	7,712	7,866	8,023	8,184	8,348	8,515
S12 -J		7,931	8,090	8,252	8,417	8,585	8,757	8,932	9,111
S13 -K	Public Works Foreman City Engineer	8,486	8,656	8,829	9,006	9,186	9,370	9,557	9,748
S14 -L	Community Development Director	9,081	9,262	9,447	9,636	9,829	10,026	10,226	10,431
S15 -M	Library Director	9,989	10,188	10,392	10,600	10,812	11,028	11,249	11,474
S16 -N	Public Works Director Assistant City Manager	10,987	11,207	11,431	11,660	11,893	12,131	12,374	12,621

Longevity				Lon	gevity Steps at	1% per step			
Grade	Job Titles	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
LS08 -F Same as abo	oe -	7,290	7,363	7,436	7,511	7,586	7,662	7,738	7,816
LS09 -G		7,654	7,731	7,808	7,886	7,965	8,045	8,125	8,207
LS10 -H		8,037	8,117	8,199	8,281	8,363	8,447	8,532	8,617
LS11 -I		8,600	8,686	8,773	8,860	8,949	9,038	9,129	9,220
LS12 -J		9,202	9,294	9,387	9,480	9,575	9,671	9,768	9,865
LS13 -K		9,846	9,944	10,044	10,144	10,246	10,348	10,452	10,556
LS14 -L		10,535	10,640	10,747	10,854	10,963	11,072	11,183	11,295
LS15 -M		11,589	11,704	11,821	11,940	12,059	12,180	12,301	12,424
LS16 -N		12,747	12,875	13,004	13,134	13,265	13,398	13,532	13,667

4.4 RESULTS OF IMPLEMENTING RECOMMENDED SALARY SCHEDULES

This section includes tales to depict the results – on individual classifications – should the city implement the proposed salary schedules.

4.4.1 GENERAL EMPLOYEE POSITIONS

Should the city implement the recommended salary schedule for general employee positions:

- 8 positions would place above market*
- 10 positions would place at market*
- No positions would place below market*

Job Title	Internal Current Grade Market Average Job Title Equity MAX MAX Group			Proposed	Proposed vs. Current	Proposed vs. Market Average
Public Works Support Specialist I	3	5,319.00	4,658.83	4,991.00	-6.57%	6.66%
Library Support Specialist I	4	5,319.00	3,829.47	5,340.00	0.39%	28.29%
Parks Maintenance Worker	4	5,319.00	4,648.88	5,340.00	0.39%	12.94%
Utility Maintenance Worker I	4	5,319.00	5,145.44	5,340.00	0.39%	3.64%
Accounting Technician	4	5,689.00	5,150.66	5,340.00	-6.54%	3.55%
Public Works Support Specialist II	4	5,689.00	5,170.19	5,340.00	-6.54%	3.18%
Library Support Specialist II	5	5,689.00	4,701.60	5,714.00	0.44%	17.72%
Engineering Technician	5	5,689.00	5,799.62	5,714.00	0.44%	-1.50%
Public Safety Support Specialist	5	6,512.00	5,529.85	5,714.00	-13.97%	3.22%
Permit Specialist	5	6,512.00	5,409.25	5,714.00	-13.97%	5.33%
Public Works Support Specialist III	5	6,512.00	5,645.08	5,714.00	-13.97%	1.21%
Facility Maintenance Technician	6	5,689.00	5,840.02	6,114.00	6.95%	4.48%
Fleet Maintenance Technician	6	5,689.00	6,184.46	6,114.00	6.95%	-1.15%
Utility Maintenance Worker II	6	5,689.00	6,065.20	6,114.00	6.95%	0.80%
Water Technician	6	5,689.00	5,592.17	6,114.00	6.95%	8.54%
Library Support Specialist III	6	6,512.00	4,507.23	6,114.00	-6.51%	26.28%
Accountant	7	6,971.00	6,119.44	6,542.00	-6.56%	6.46%
Senior Planner	9	6,971.00	7,374.42	7,507.00	7.14%	1.77%

^{*}LGPS defines "at market" as a range of +/- 5% to that of the market average.

4.4.2 Non-Represented Positions

Should the city implement the recommended salary schedule for non-represented positions:

- 8 positions would place above market*
- 1 position would place at market*
- 2 positions would place below market*
- 1 position resulted in insufficient market data with which to make a comparison

Job Title	Internal Equity Group	Current Grade MAX	Market Average MAX	Proposed	Proposed vs. Current	Proposed vs. Market Average
City Recorder	F	7,073.00	7,327.02	7,218.00	2.01%	-1.51%
Library Access Services Manager	G	7,568.00	Insufficient Data	7,579.00	0.15%	Insufficient Data
Project Manager	G	7,568.00	6,853.57	7,579.00	0.15%	9.57%
Librarian - Supervising	Н	8,097.00	7,196.22	7,958.00	-1.75%	9.57%
Librarian	Н	8,097.00	6,331.00	7,958.00	-1.75%	20.44%
Communication & Community Engagement Manager	I	7,568.00	6,855.14	8,515.00	11.12%	19.49%
Public Works Foreman	K	8,666.00	8,799.04	9,748.00	11.10%	9.73%
City Engineer	K	10,488.00	11,327.95	9,748.00	-7.59%	-16.21%
Community Development Director	L	11,215.00	11,423.99	10,431.00	-7.52%	-9.52%
Library Director	М	11,215.00	10,380.83	11,474.00	2.26%	9.53%
Public Works Director	N	11,215.00	11,737.03	12,621.00	11.14%	7.00%
Assistant City Manager	N	12,894.00	10,659.44	12,621.00	-2.16%	15.54%
City Manager	S	13,434.00	14,595.06	Contract	By Contract	By Contract

^{*}LGPS defines "at market" as a range of +/- 5% to that of the market average.

4.5 EMPLOYEE PLACEMENT

Once classifications have been assigned to the appropriate grades, LGPS recommends placing employees within their classification's assigned grade as follows:

- For employees whose current salary falls below the minimum of their classification's assigned grade, place employees at step 1.
- When an employee's current salary exceeds the maximum of their classification's assigned grade, "freeze" the employee's pay until such time as cost-of-living adjustments made to their position's assigned grade meets or exceeds their pay, at which time the employee would be eligible to receive any cost-of-living adjustments made to their position's assigned grade
- Place all other employees within their classification's assigned grade at the step nearest to, but not lower than, the employee's current rate of pay.

5 FUTURE CONSIDERATIONS

5.1 INTERNAL EQUITY & TOTAL COMPENSATION

The city should maintain use of LGPS's internal equity position evaluation system. The system provides a structure for evaluating a position, not the individual, based on predetermined criteria that can be applied to any position at the city. The system reduces internal bias, is equitable, and is non-discriminatory.

Going forward, when a new position is implemented or a request for reclassification is received, a PAQ should be completed and forwarded to LGPS for evaluation and determination of grade placement.

In addition, the city should consider the impact of additional pieces of compensation on the competitiveness of its jobs. The analysis and recommendations within this report represent base wages, in addition to employee paid insurance premiums and employer paid PERS contributions.

Additional compensation factors (i.e., paid leave, longevity pay, certification pay, and other compensable benefits) have not been evaluated and should be considered with regard to internal equity and total compensation.

5.2 Maintenance and Continuation

Individual classifications should be monitored and tracked as part of the city's regular salary review process. In cases where a new position is implemented or a position is modified/reorganized, the city should ensure an internal equity analysis is conducted to ensure appropriate placement for compliance with Oregon's Equal Pay Act.

At minimum all job classifications and the compensation structure should be reviewed every four to six years. Some individual job classifications may require closer monitoring and be reviewed on a more frequent basis as described above.

On-going, the city should ensure compensation practices are consistent with policies and state/federal regulations. Where inconsistencies exist, the city should make and maintain adjustment(s) appropriate for compliance.

Additionally, to ensure the city maintains its position in the market, it should consider making non-merit-based Cost of Living Adjustments (COLAs) to the adopted salary schedule on an annual basis. The city should consider several factors when discussing COLAs, such as the Consumer Price Index, the state of the local economy, the city's ability to fund such increases, and/or its comparator's COLAs. Each year, if the city determines a COLA is to be made, the amount of the COLA should be applied to the entire salary schedule and all employees should receive the adjustment in accordance with their current grade and step.

In consideration of the above, employees who have not reached the top step of their classification's assigned range, would be eligible to receive any COLA applied to the salary schedule, as well as a performance-based step increase in accordance with the city's policies and practices. Employees who have reached the top step of their classification's assigned range would be eligible to receive any COLA applied to the salary schedule, but not a step increase.

APPENDIX A: RAW SURVEY DATA

INDEX OF POSITIONS INCLUDED IN THE RAW DATA, APPENDIX A LISTED IN ALPHABETICAL ORDER

Position Title	Page	Position Title	Page
Accountant	1	Engineering Technician	16
Accounting Technician	1	Project Manager	17
Assistant City Manager	3	Public Safety Support Specialist	18
City Manager	4	Facility Maintenance Technician	19
City Recorder	5	Fleet Maintenance Technician	20
Communication & Community Engagement Manager	6	Parks Maintenance Worker	21
Community Development Director	7	Permit Specialist	22
Senior Planner	8	Public Works Director	23
Library Access Services Manager	9	Public Works Foreman	24
Librarian – Supervising	10	Public Works Support Specialist I	25
Library Director	11	Public Works Support Specialist II	26
Library Support Specialist I	12	Public Works Support Specialist III	27
Library Support Specialist II	13	Utility Maintenance Worker I	28
Library Support Specialist III	14	Utility Maintenance Worker II	29
City Engineer	15	Water Technician	30

Accountant											
			MON	THLY SALARY (PER 1.	OFTE)		ADJUSTED COMPENSATION				
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	Finance Technician II	5,012.80	5,685.33	6,357.87	6%	-245.26	5,068.31	5,781.19	6,494.08	
Canby	19,045	Contracting and Payroll Specialist	4,950.40	5,667.13	6,383.87	6%	-244.65	5,002.77	5,762.51	6,522.25	
Dallas	17,989	Accounting Assistant	4,290.00	4,754.53	5,219.07	6%	-124.69	4,422.71	4,915.12	5,407.52	
Troutdale	17,005	Accounting Technician III	5,139.33	5,693.13	6,246.93	6%	-227.44	5,220.25	5,807.28	6,394.31	
St. Helens	15,009	Accountant II	5,497.80	6,115.20	6,732.60	6%	-46.30	5,781.37	6,435.81	7,090.26	
Sandy	13,159	Accounting Specialist II	4,659.20	5,362.93	6,066.67	6%	-228.06	4,710.69	5,456.65	6,202.61	
Gladstone	12,140	Account Clerk III	5,228.00	5,791.00	6,354.00	6%	-225.56	5,316.12	5,912.90	6,509.68	High match
Cottage Grove	11,095	Accounting / Payroll Technician	4,571.00	5,202.50	5,834.00	6%	-120.26	4,725.00	5,394.39	6,063.78	
Newport	11,083	Accounting Technician - Payroll	4,486.00	5,183.00	5,880.00	0%	-207.43	4,278.57	4,975.57	5,672.57	Not A/P, etc
Monmouth	11,019	NCC									
		Average	4,870.50	5,494.97	6,119.44		-185.52	4,947.31	5,604.60	6,261.89	9
		Median	4,950.40	5,667.13	6,246.93		-225.56	5,002.77	5,762.51	6,394.31	# of position matches
Cornelius	14,387	Accountant	5,668.00	6,319.50	6,971.00	0%	-241.17	5,426.83	6,078.33	6,729.83	
		% difference from average	14.07%	13.05%	12.22%		23.08%	8.84%	7.79%	6.95%	NCC: No Comparable Class
		% difference from median	12.66%	10.32%	10.39%		6.47%	7.81%	5.20%	4.99%	NR: No Response Received

Accounting Technic	cian										
			MONTHLY SALARY (PER 1.0 FTE)					AL	DJUSTED COMPENSAT		
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	NCC									
Canby	19,045	Finance Technician	3,903.47	4,468.53	5,033.60	6%	-244.65	3,893.02	4,492.00	5,090.97	
Dallas	17,989	NCC									
Troutdale	17,005	City Hall Admin Specialist	4,440.80	4,919.20	5,397.60	6%	-227.44	4,479.81	4,986.91	5,494.02	
St. Helens	15,009	Administrative Billing Specialist	4,049.49	4,485.84	4,922.18	6%	-46.30	4,246.16	4,708.69	5,171.21	
Sandy	13,159	Utility Specialist I	4,137.47	4,762.33	5,387.20	6%	-228.06	4,157.65	4,820.01	5,482.37	
Gladstone	12,140	Office Assistant II	4,742.00	5,252.50	5,763.00	6%	-225.56	4,800.96	5,342.09	5,883.22	
Cottage Grove	11,095	Finance Clerk	3,359.20	3,823.73	4,288.27	6%	-120.26	3,440.49	3,932.90	4,425.30	
Newport	11,083	Accounting Technician - Front Desk, Cash Rece	4,068.00	4,700.50	5,333.00	0%	-207.43	3,860.57	4,493.07	5,125.57	
Monmouth	11,019	Accounting Clerk	3,766.53	4,423.47	5,080.40	6%	-67.67	3,924.86	4,621.20	5,317.55	
				<u> </u>							
		Average	4,058.37	4,604.51	5,150.66		-170.92	4,100.44	4,674.61	5,248.78	8
		Median	4,058.75	4,593.17	5,206.70		-216.50	4,041.26	4,664.94	5,244.38	# of position matches
Cornelius	14,387	Accounting Technician	4,628.00	5,158.50	5,689.00	0%	-241.17	4,386.83	4,917.33	5,447.83	
		% difference from average	12.31%	10.74%	9.46%		29.13%	6.53%	4.94%	3.65%	NCC: No Comparable Class
		% difference from median	12.30%	10.96%	8.48%		10.23%	7.88%	5.13%	3.73%	NR: No Response Received

Assistant City Mana	ager										
			MON	THLY SALARY (PER 1.	OFTE)			AL	DJUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	Assistant City Manager	11,793.60	13,374.40	14,955.20	0%	-245.26	11,548.34	13,129.14	14,709.94	Not Finance, implements council objectives, FD = 11,12
Canby	19,045	NCC									FD = 9,701-12,885/mo
Dallas	17,989	Assistant City Manager	7,736.74	9,399.18	11,061.62	6%	-178.13	8,022.81	9,785.00	11,547.19	Not Finance, HR+other depts/div, FD = 7,736-11,061/m
Troutdale	17,005	NCC									FD = 10,686-12,989/mo
St. Helens	15,009	NCC]	}	FD = 10,094-12,361/mo
Sandy	13,159	Deputy City Manager	8,838.27	10,173.80	11,509.33	6%	-228.06	9,140.50	10,556.17	11,971.83	Not Finance, city recorder+oversees Dev Svs & Comms
Gladstone	12,140	NCC									FD = 10,336-12,564/mo
Cottage Grove	11,095	Assistant City Manager	6,771.00	7,706.50	8,642.00	6%	-120.26	7,057.00	8,048.63	9,040.26	Not Finance, manages citywide projects/programs, FD
Newport	11,083	Assistant City Manager / City Recorder	7,023.00	8,114.00	9,205.00	0%	-207.43	6,815.57	7,906.57	8,997.57	Not Finance, city recorder+other areas assigned, FD =
Monmouth	11,019	Assistant City Manager	6,364.80	7,474.13	8,583.47	6%	-67.67	6,679.02	7,854.91	9,030.80	Not Finance, HR & Fleet, FD = 8,034-10,836/mo
				<u> </u>				<u> </u>		<u> </u>	
		Average	8,087.90	9,373.67	10,659.44		-174.47	8,210.54	9,546.74	10,882.93	6
		Median	7,379.87	8,756.59	10,133.31		-192.78	7,539.91	8,916.82	10,293.72	# of position matches
Cornelius	14,387	Assistant City Manager	11,227.00	12,060.50	12,894.00	0%	-241.17	10,985.83	11,819.33	12,652.83	
		% difference from average	27.96%	22.28%	17.33%		27.66%	25.26%	19.23%	13.99%	NCC: No Comparable Class
		% difference from median		27.39%	21.41%		20.06%	31.37%	24.56%	18.64%	NR: No Response Received

City Manager											
			MON	THLY SALARY (PER 1.0	OFTE)			AL	JUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	City Manager	12,166.67	13,791.67	15,416.67	0%	-245.26	11,921.41	13,546.41	15,171.41	
Canby	19,045	City Administrator	15,621.33	15,621.33	15,621.33	6%	-244.65	16,313.96	16,313.96	16,313.96	
Dallas	17,989	City Manager	14,060.78	14,060.78	14,060.78	6%	-178.13	14,726.30	14,726.30	14,726.30	
Troutdale	17,005	City Manager	15,346.93	15,346.93	15,346.93	6%	-214.09	16,053.66	16,053.66	16,053.66	
St. Helens	15,009	City Administrator	11,750.55	13,069.88	14,389.20	6%	-46.30	12,409.28	13,807.77	15,206.25	
Sandy	13,159	City Manager	13,583.33	13,583.33	13,583.33	6%	-228.06	14,170.27	14,170.27	14,170.27	
Gladstone	12,140	City Administrator	16,845.82	16,845.82	16,845.82	6%	-225.56	17,631.01	17,631.01	17,631.01	
Cottage Grove	11,095	City Manager	14,583.33	14,583.33	14,583.33	6%	-120.26	15,338.07	15,338.07	15,338.07	
Newport	11,083	City Manager	13,257.00	13,257.00	13,257.00	0%	-207.43	13,049.57	13,049.57	13,049.57	
Monmouth	11,019	City Manager	12,846.16	12,846.16	12,846.16	6%	-67.67	13,549.26	13,549.26	13,549.26	
									<u> </u>		
		Average	14,006.19	14,300.62	14,595.06		-177.74	14,516.28	14,818.63	15,120.98	10
		Median	13,822.06	13,926.22	14,486.27		-210.76	14,448.29	14,448.29	15,188.83	# of position matches
Cornelius	14,387	City Manager	13,434.00	13,434.00	13,434.00	0%	-241.17	13,192.83	13,192.83	13,192.83	
		% difference from average	-4.26%	-6.45%	-8.64%		26.30%	-10.03%	-12.32%	-14.62%	NCC: No Comparable Class
		% difference from median	-2.89%	-3.66%	-7.83%		12.61%	-9.52%	-9.52%	-15.13%	NR: No Response Received

City Recorder											
			MON	THLY SALARY (PER 1.	OFTE)			A	DJUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	NCC									City Recorder = supervisory
Canby	19,045	NCC									Administrative Director / City Recorder = supervisory, or
Dallas	17,989	Executive Assistant / City Recorder	5,796.27	6,423.73	7,051.20	6%	-178.13	5,965.91	6,631.03	7,296.14	
Troutdale	17,005	NCC									City Recorder = supervisory
St. Helens	15,009	NCC							<u> </u>		
Sandy	13,159	NCC									
Gladstone	12,140	City Recorder	6,996.00	7,750.00	8,504.00	6%	-225.56	7,190.20	7,989.44	8,788.68	
Cottage Grove	11,095	Administrative Assistant / City Recorder	5,448.00	6,200.50	6,953.00	6%	-120.26	5,654.62	6,452.27	7,249.92	
Newport	11,083	NCC									Assistant City Manager does this
Monmouth	11,019	City Recorder	5,042.27	5,921.07	6,799.87	6%	-67.67	5,277.13	6,208.66	7,140.19	
				<u> </u>							
		Average	5,820.63	6,573.83	7,327.02		-147.91	6,021.97	6,820.35	7,618.73	4
		Median	5,622.13	6,312.12	7,002.10		-149.20	5,810.27	6,541.65	7,273.03	# of position matches
Cornelius	14,387	City Recorder	6,157.00	6,615.00	7,073.00	0%	-241.17	5,915.83	6,373.83	6,831.83	
		% difference from average	5.46%	0.62%	-3.59%		38.67%	-1.79%	-7.01%	-11.52%	NCC: No Comparable Class
		% difference from median	8.69%	4.58%	1.00%		38.14%	1.78%	-2.63%	-6.46%	NR: No Response Received

Communication & C	Community Engage	ement Manager									
			MON	THLY SALARY (PER 1.	OFTE)			A	DJUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	Marketing and Communications Manager	8,148.40	9,240.40	10,332.40	0%	-245.26	7,903.14	8,995.14	10,087.14	
Canby	19,045	NCC									
Dallas	17,989	Communications Specialist	3,912.13	4,335.93	4,759.73	6%	-178.13	3,968.73	4,417.96	4,867.19	
Troutdale	17,005	Communications & Digital Media Specialist	5,139.33	5,693.13	6,246.93	6%	-214.09	5,233.60	5,820.63	6,407.66	
St. Helens	15,009	Communications Officer	5,850.98	6,481.44	7,111.90	6%	-46.30	6,155.74	6,824.03	7,492.31	
Sandy	13,159	NCC									
Gladstone	12,140	NCC							<u> </u>	}	
Cottage Grove	11,095	NCC							<u> </u>		
Newport	11,083	Communications Specialist	4,486.00	5,183.00	5,880.00	0%	-207.43	4,278.57	4,975.57	5,672.57	
Monmouth	11,019	Communications Coordinator	5,042.27	5,921.07	6,799.87	6%	-67.67	5,277.13	6,208.66	7,140.19	
		Average	5,429.85	6,142.50	6,855.14		-159.81	5,469.49	6,207.00	6,944.51	6
		Median	5,090.80	5,807.10	6,523.40		-192.78	5,255.37	6,014.65	6,773.92	# of position matches
Cornelius	14,387	Communication & Community Engagement	6,588.00	7,078.00	7,568.00	0%	-241.17	6,346.83	6,836.83	7,326.83	
		% difference from average	17.58%	13.22%	9.42%		33.73%	13.82%	9.21%	5.22%	NCC: No Comparable Class
		% difference from median	22.73%	17.96%	13.80%		20.06%	17.20%	12.03%	7.55%	NR: No Response Received

Community Develo	pment Director										
			MON	THLY SALARY (PER 1.0	PFTE)			AL	JUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	Community Development Director	11,128.00	12,619.53	14,111.07	0%	-245.26	10,882.74	12,374.27	13,865.81	
Canby	19,045	Planning Director	8,303.00	9,665.50	11,028.00	6%	-244.65	8,556.53	10,000.78	11,445.03	
Dallas	17,989	Economic & Community Development Director	7,470.04	9,053.11	10,636.18	6%	-178.13	7,740.11	9,418.17	11,096.22	Includes Building, Code Services, Econ Dev
Troutdale	17,005	Community Development Director	10,686.00	11,837.80	12,989.60	6%	-214.09	11,113.07	12,333.98	13,554.89	
St. Helens	15,009	NCC									
Sandy	13,159	Development Services Director	8,314.80	9,572.33	10,829.87	6%	-228.06	8,585.63	9,918.61	11,251.60	
Gladstone	12,140	NCC									contracted
Cottage Grove	11,095	NCC									reports to PW Director
Newport	11,083	Community Development Director	7,743.00	8,946.50	10,150.00	0%	-207.43	7,535.57	8,739.07	9,942.57	
Monmouth	11,019	Community & Economic Development Director	7,579.87	8,901.53	10,223.20	6%	-67.67	7,966.99	9,367.96	10,768.92	Econ Dev, planning, historic preservation, tourism/even
		Average	8,746.39	10,085.19	11,423.99		-197.90	8,911.52	10,307.55	11,703.58	7
		Median	8,303.00	9,572.33	10,829.87		-214.09	8,556.53	9,918.61	11,251.60	# of position matches
Cornelius	14,387	Community Development Director	9,761.00	10,488.00	11,215.00	0%	-241.17	9,519.83	10,246.83	10,973.83	
		% difference from average	10.39%	3.84%	-1.86%		17.94%	6.39%	-0.59%	-6.65%	NCC: No Comparable Class
		% difference from median	14.94%	8.73%	3.43%		11.23%	10.12%	3.20%	-2.53%	NR: No Response Received

Senior Planner											
			MON	THLY SALARY (PER 1.	OFTE)			AL	DJUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	Associate Planner	6,007.73	6,813.73	7,619.73	6%	-245.26	6,122.94	6,977.30	7,831.66	
Canby	19,045	Associate Planner	5,897.01	6,750.68	7,604.36	6%	-244.65	6,006.18	6,911.07	7,815.97	
Dallas	17,989	Planner II	5,643.73	6,255.60	6,867.47	6%	-124.69	5,857.67	6,506.25	7,154.82	
Troutdale	17,005	Associate Planner	5,948.80	6,591.00	7,233.20	6%	-227.44	6,078.29	6,759.02	7,439.75	long-range planning, too
St. Helens	15,009	Associate Planner	6,448.53	7,143.38	7,838.23	6%	-46.30	6,789.14	7,525.68	8,262.22	
Sandy	13,159	Associate Planner	5,180.93	5,964.40	6,747.87	6%	-228.06	5,263.73	6,094.20	6,924.68	
Gladstone	12,140	NCC									contracted
Cottage Grove	11,095	NCC							!		
Newport	11,083	Senior Planner	6,011.00	6,945.00	7,879.00	0%	-207.43	5,803.57	6,737.57	7,671.57	long-range planning
Monmouth	11,019	Community Planner II	5,343.87	6,274.67	7,205.47	6%	-67.67	5,596.83	6,583.48	7,570.12	
		Average	5,810.20	6,592.31	7,374.42		-173.94	5,939.79	6,761.82	7,583.85	8
		Median	5,922.90	6,670.84	7,418.78		-217.44	5,931.92	6,748.30	7,620.85	# of position matches
Cornelius	14,387	Senior Planner	5,668.00	6,319.50	6,971.00	0%	-241.17	5,426.83	6,078.33	6,729.83	
		% difference from average	-2.51%	-4.32%	-5.79%		27.88%	-9.45%	-11.24%	-12.69%	NCC: No Comparable Class
		% difference from median	-4.50%	-5.56%	-6.42%		9.84%	-9.31%	-11.02%	-13.24%	NR: No Response Received

Library Access Serv	vices Manager										
			MON	THLY SALARY (PER 1.	OFTE)	_	_	AL	DJUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	NCC									Also performs professional librarian duties - masters +
Canby	19,045	NCC									
Dallas	17,989	NCC								}	
Troutdale	17,005	NCC									
St. Helens	15,009	NCC									
Sandy	13,159	NCC									
Gladstone	12,140	NCC		:							
Cottage Grove	11,095	NCC									
Newport	11,083	NCC									
Monmouth	11,019	NCC									
					<u> </u>						
		Average									0
		Median									# of position matches
Cornelius	14,387	Library Access Services Manager	6,588.00	7,078.00	7,568.00	0%	-241.17	6,346.83	6,836.83	7,326.83	
		% difference from average									NCC: No Comparable Class
		% difference from median									NR: No Response Received

Librarian - Supervis	sing										
			MON	THLY SALARY (PER 1.	OFTE)			AL	DJUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	Librarian II	6,007.73	6,812.87	7,618.00	6%	-245.26	6,122.94	6,976.38	7,829.82	Non-supervisory, assists supervisor in training, etc I
Canby	19,045	Library Supervisor	5,929.00	6,902.00	7,875.00	6%	-244.65	6,040.09	7,071.47	8,102.85	
Dallas	17,989	NCC									
Troutdale	17,005	NCC									
St. Helens	15,009	NCC]	}	
Sandy	13,159	Librarian	5,180.93	5,964.40	6,747.87	6%	-228.06	5,263.73	6,094.20	6,924.68	
Gladstone	12,140	NCC									
Cottage Grove	11,095	NCC									
Newport	11,083	Supervising Librarian	4,992.00	5,768.00	6,544.00	0%	-207.43	4,784.57	5,560.57	6,336.57	High Match
Monmouth	11,019	NCC									
				<u> </u>					<u>.</u>		
		Average	5,527.42	6,361.82	7,196.22		-231.35	5,552.83	6,425.66	7,298.48	4
		Median	5,554.97	6,388.63	7,182.93		-236.36	5,651.91	6,535.29	7,377.25	# of position matches
Cornelius	14,387	Librarian - Supervising	7,049.00	7,573.00	8,097.00	0%	-241.17	6,807.83	7,331.83	7,855.83	
		% difference from average	21.59%	15.99%	11.12%		4.07%	18.43%	12.36%	7.09%	NCC: No Comparable Class
		% difference from median		15.64%	11.29%		2.00%	16.98%	10.86%	6.09%	NR: No Response Received

Library Director											
			MON	ITHLY SALARY (PER 1.	FTE)			A	DJUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	Library Manager	8,640.67	9,798.53	10,956.40	6%	-245.26	8,913.85	10,141.19	11,368.52	
Canby	19,045	Library Director	8,303.00	9,665.50	11,028.00	6%	-244.65	8,556.53	10,000.78	11,445.03	
Dallas	17,989	NCC		:							Low match - bachelor's degree + 3 years exp
Troutdale	17,005	NCC									
St. Helens	15,009	Library Director	8,671.95	9,645.83	10,619.70	6%	-46.30	9,145.97	10,178.27	11,210.58	Masters + 2 years exp
Sandy	13,159	Library Director	8,314.80	9,572.33	10,829.87	6%	-228.06	8,585.63	9,918.61	11,251.60	
Gladstone	12,140	NCC									
Cottage Grove	11,095	NCC		<u> </u>							
Newport	11,083	Library Director	7,023.00	8,114.00	9,205.00	0%	-207.43	6,815.57	7,906.57	8,997.57	
Monmouth	11,019	Library Director	7,151.73	8,398.87	9,646.00	6%	-67.67	7,513.17	8,835.13	10,157.09	
				<u> </u>							
		Average	8,017.53	9,199.18	10,380.83		-173.23	8,255.12	9,496.76	10,738.40	6
		Median	8,308.90	9,609.08	10,724.78		-217.75	8,571.08	9,959.70	11,231.09	# of position matches
Cornelius	14,387	Library Director	9,761.00	10,488.00	11,215.00	0%	-241.17	9,519.83	10,246.83	10,973.83	
		% difference from average	17.86%	12.29%	7.44%		28.17%	13.29%	7.32%	2.15%	NCC: No Comparable Class
		% difference from median	14.88%	8.38%	4.37%		9.71%	9.97%	2.80%	-2.34%	NR: No Response Received

Library Support Spe	ecialist l										
			MON	THLY SALARY (PER 1.	OFTE)			AL	DJUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	Library Assistant I	3,426.80	3,886.13	4,345.47	6%	-245.26	3,387.15	3,874.04	4,360.93	
Canby	19,045	Library Assistant I	3,702.00	4,237.92	4,773.84	6%	-244.65	3,679.47	4,247.55	4,815.62	
Dallas	17,989	Library Aide I	2,776.80	2,776.80	2,776.80	6%	-178.13	2,765.28	2,765.28	2,765.28	
Troutdale	17,005	NCC									
St. Helens	15,009	Library Assistant	3,146.00	3,504.80	3,863.60	6%	-46.30	3,288.46	3,668.79	4,049.12	
Sandy	13,159	Library Clerk	3,092.27	3,559.40	4,026.53	6%	-228.06	3,049.74	3,544.90	4,040.07	
Gladstone	12,140	NCC									
Cottage Grove	11,095	NCC			<u> </u>						
Newport	11,083	Library Specialist I	2,623.00	3,031.00	3,439.00	0%	-207.43	2,415.57	2,823.57	3,231.57	
Monmouth	11,019	Library Assistant I	2,655.47	3,118.27	3,581.07	6%	-67.67	2,747.12	3,237.69	3,728.26	
					<u> </u>						
		Average	3,060.33	3,444.90	3,829.47		-173.93	3,047.54	3,451.69	3,855.84	7
		Median	3,092.27	3,504.80	3,863.60		-207.43	3,049.74	3,544.90	4,040.07	# of position matches
Cornelius	14,387	Library Support Specialist I	4,325.00	4,822.00	5,319.00	0%	-241.17	4,083.83	4,580.83	5,077.83	
		% difference from average	29.24%	28.56%	28.00%		27.88%	25.38%	24.65%	24.07%	NCC: No Comparable Class
		% difference from median	28.50%	27.32%	27.36%		13.99%	25.32%	22.61%	20.44%	NR: No Response Received

Library Support Spe	ecialist II										
			MON	THLY SALARY (PER 1.	OFTE)			A	DJUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	NCC									
Canby	19,045	NCC									
Dallas	17,989	Library Aide II	3,390.40	3,757.00	4,123.60	6%	-178.13	3,415.69	3,804.29	4,192.89	
Troutdale	17,005	NCC		:							
St. Helens	15,009	Library Technician I	3,763.94	4,178.97	4,594.00	6%	-46.30	3,943.48	4,383.41	4,823.34	
Sandy	13,159	Library Assistant	4,137.47	4,762.33	5,387.20	6%	-228.06	4,157.65	4,820.01	5,482.37	
Gladstone	12,140	NCC		:							
Cottage Grove	11,095	NCC									
Newport	11,083	NCC									
Monmouth	11.019	NCC									
		Average	3,763.94	4,232.77	4,701.60		-150.83	3,838.94	4,335.90	4,832.87	3
		Median	3,763.94	4,178.97	4,594.00		-178.13	3,943.48	4,383.41	4,823.34	# of position matches
Cornelius	14,387	Library Support Specialist II	4,628.00	5,158.50	5,689.00	0%	-241.17	4,386.83	4,917.33	5,447.83	
		% difference from average	18.67%	17.95%	17.36%		37.46%	12.49%	11.82%	11.29%	NCC: No Comparable Class
		% difference from median	18.67%	18.99%	19.25%		26.14%	10.11%	10.86%	11.46%	NR: No Response Received

Library Support Spe	ecialist III										
			MON	THLY SALARY (PER 1.	OFTE)			AL	DJUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	Library Assistant II	3,943.33	4,471.13	4,998.93	6%	-245.26	3,934.67	4,494.14	5,053.61	
Canby	19,045	Library Assistant II	3,904.00	4,469.17	5,034.33	6%	-244.65	3,893.59	4,492.67	5,091.74	Lead Worker
Dallas	17,989	Library Assistant	3,965.87	4,395.73	4,825.60	6%	-178.13	4,025.69	4,481.35	4,937.01	Lead Worker
Troutdale	17,005	NCC		:							
St. Helens	15,009	NCC									
Sandy	13,159	NCC		:							
Gladstone	12,140	NCC		:							
Cottage Grove	11,095	Library Assistant	2,821.87	3,211.87	3,601.87	6%	-120.26	2,870.92	3,284.32	3,697.72	
Newport	11,083	Library Specialist II	2,892.00	3,341.00	3,790.00	0%	-207.43	2,684.57	3,133.57	3,582.57	
Monmouth	11,019	Library Assistant III	3,555.07	4,173.87	4,792.67	6%	-67.67	3,700.70	4,356.63	5,012.56	
				<u> </u>							
		Average	3,513.69	4,010.46	4,507.23		-177.23	3,518.36	4,040.45	4,562.53	6
		Median	3,729.54	4,284.80	4,809.13		-192.78	3,797.15	4,418.99	4,974.78	# of position matches
Cornelius	14,387	Library Support Specialist III	5,295.00	5,903.50	6,512.00	0%	-241.17	5,053.83	5,662.33	6,270.83	
		% difference from average	33.64%	32.07%	30.79%		26.51%	30.38%	28.64%	27.24%	NCC: No Comparable Class
		% difference from median	29.56%	27.42%	26.15%		20.06%	24.87%	21.96%	20.67%	NR: No Response Received

City Engineer											
			MON	THLY SALARY (PER 1.	FTE)			AL	DJUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	City Engineer	9,848.80	11,168.73	12,488.67	0%	-245.26	9,603.54	10,923.47	12,243.41	
Canby	19,045	NCC									
Dallas	17,989	NCC									Engineering Svs Supervisor - PE not required
Troutdale	17,005	Deputy Director of PW & Chief Engineer	9,691.07	10,736.27	11,781.47	6%	-214.09	10,058.44	11,166.35	12,274.26	
St. Helens	15,009	NCC						<u> </u>			contracted
Sandy	13,159	NCC									
Gladstone	12,140	NCC							<u> </u>	}	contracted
Cottage Grove	11,095	NCC		į							
Newport	11,083	City Engineer	7,743.00	8,946.50	10,150.00	0%	-207.43	7,535.57	8,739.07	9,942.57	
Monmouth	11,019	NCC						<u> </u>	<u>.</u>		
								<u> </u>	<u> </u>		
		Average	9,094.29	10,283.83	11,473.38		-222.26	9,065.85	10,276.30	11,486.75	3
		Median	9,691.07	10,736.27	11,781.47		-214.09	9,603.54	10,923.47	12,243.41	# of position matches
Cornelius	14,387	City Engineer	9,761.00	10,488.00	11,215.00	0%	-241.17	9,519.83	10,246.83	10,973.83	<u> </u>
		% difference from average	6.83%	1.95%	-2.30%		7.84%	4.77%	-0.29%	-4.67%	NCC: No Comparable Class
		% difference from median		-2.37%	-5.05%		11.23%	-0.88%	-6.60%	-11.57%	NR: No Response Received

Engineering Technic	ician										
			MON	THLY SALARY (PER 1.	OFTE)			AL	DJUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	Engineering Technician I	4,295.20	4,870.67	5,446.13	6%	-245.26	4,307.65	4,917.65	5,527.64	
Canby	19,045	NCC									
Dallas	17,989	Engineering Technician II	4,640.13	5,141.93	5,643.73	6%	-124.69	4,793.85	5,325.76	5,857.67	
Troutdale	17,005	Engineering Technician	5,668.00	6,277.27	6,886.53	6%	-227.44	5,780.64	6,426.46	7,072.29	
St. Helens	15,009	Engineering Technician I	4,187.30	4,638.50	5,089.69	6%	-46.30	4,392.24	4,870.50	5,348.77	
Sandy	13,159	NCC									
Gladstone	12,140	NCC									
Cottage Grove	11,095	NCC									
Newport	11,083	Engineering Technician II	4,526.00	5,229.00	5,932.00	0%	-207.43	4,318.57	5,021.57	5,724.57	
Monmouth	11,019	NCC						<u> </u>	<u> </u>		
									<u> </u>		
		Average	4,663.33	5,231.47	5,799.62		-170.22	4,718.59	5,312.39	5,906.19	5
		Median	4,526.00	5,141.93	5,643.73		-207.43	4,392.24	5,021.57	5,724.57	# of position matches
Cornelius	14,387	Engineering Technician	4,628.00	5,158.50	5,689.00	0%	-241.17	4,386.83	4,917.33	5,447.83	
		% difference from average	-0.76%	-1.41%	-1.94%		29.42%	-7.56%	-8.03%	-8.41%	NCC: No Comparable Class
		% difference from median	2.20%	0.32%	0.80%		13.99%	-0.12%	-2.12%	-5.08%	NR: No Response Received

Project Manager											
			MON	THLY SALARY (PER 1.	OFTE)			AL	DJUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	Engineering Associate I	6,007.73	6,812.87	7,618.00	6%	-245.26	6,122.94	6,976.38	7,829.82	
Canby	19,045	NCC									
Dallas	17,989	Project Manager - Inspector	5,427.07	6,015.53	6,604.00	6%	-124.69	5,628.00	6,251.78	6,875.55	
Troutdale	17,005	NCC									
St. Helens	15,009	NCC									Engineering Manager = supervisory
Sandy	13,159	NCC									
Gladstone	12,140	Public Works Project Inspector	5,228.00	5,791.00	6,354.00	6%	-225.56	5,316.12	5,912.90	6,509.68	
Cottage Grove	11,095	Engineering Project Coordinator	4,381.00	4,986.50	5,592.00	6%	-120.26	4,523.60	5,165.43	5,807.26	Low Match
Newport	11,083	NCC									Senior PM = supervisory
Monmouth	11,019	Public Works Project Coordinator	6,002.53	7,051.20	8,099.87	6%	-67.67	6,295.02	7,406.60	8,518.19	Low Match
				<u> </u>							
		Average	5,409.27	6,131.42	6,853.57		-156.69	5,577.13	6,342.62	7,108.10	5
		Median	5,427.07	6,015.53	6,604.00		-124.69	5,628.00	6,251.78	6,875.55	# of position matches
Cornelius	14,387	Project Manager	6,588.00	7,078.00	7,568.00	0%	-241.17	6,346.83	6,836.83	7,326.83	
		% difference from average	17.89%	13.37%	9.44%		35.03%	12.13%	7.23%	2.99%	NCC: No Comparable Class
		% difference from median	17.62%	15.01%	12.74%		48.30%	11.33%	8.56%	6.16%	NR: No Response Received

Public Safety Suppo	ort Specialist										
			MON	THLY SALARY (PER 1.	OFTE)			AL	DJUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	NCC									
Canby	19,045	Office Specialist III	4,950.00	5,666.59	6,383.17	6%	-244.65	5,002.35	5,761.93	6,521.51	
Dallas	17,989	Executive Assistant - Fire	4,290.00	4,754.53	5,219.07	6%	-124.69	4,422.71	4,915.12	5,407.52	Confidential Assistant to Fire Chief
Troutdale	17,005	NCC									
St. Helens	15,009	NCC						ļ			
Sandy	13,159	Police Records Specialist	4,069.87	4,452.93	4,836.00	6%	-149.11	4,164.95	4,571.00	4,977.05	Police Only
Gladstone	12,140	Police Records Technician	4,424.00	4,900.50	5,377.00	6%	-225.56	4,463.88	4,968.97	5,474.06	Police Only
Cottage Grove	11,095	Administrative Assistant - Police Department	4,571.00	5,202.50	5,834.00	6%	-120.26	4,725.00	5,394.39	6,063.78	Police Only
Newport	11,083	NCC									
Monmouth	11,019	NCC							<u> </u>		
									<u> </u>		
		Average	4,460.97	4,995.41	5,529.85	{	-172.85	4,555.78	5,122.28	5,688.78	5
		Median	4,424.00	4,900.50	5,377.00		-149.11	4,463.88	4,968.97	5,474.06	# of position matches
Cornelius	14,387	Public Safety Support Specialist	5,295.00	5,903.50	6,512.00	0%	-241.17	5,053.83	5,662.33	6,270.83	
		% difference from average	15.75%	15.38%	15.08%		28.33%	9.85%	9.54%	9.28%	NCC: No Comparable Class
		% difference from median	16.45%	16.99%	17.43%	}	38.17%	11.67%	12.25%	12.71%	NR: No Response Received

Facility Maintenance	e Technician										
			MON	THLY SALARY (PER 1.	OFTE)			AL	DJUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	NCC									
Canby	19,045	Facilities Maintenance Technician	4,859.00	5,562.41	6,265.83	6%	-244.65	4,905.89	5,651.51	6,397.13	
Dallas	17,989	Facility Maintenance Foreman	5,218.61	5,783.93	6,349.24	6%	-124.69	5,407.04	6,006.27	6,605.50	lead worker
Troutdale	17,005	Facilities Maintenance Technician	4,662.67	5,165.33	5,668.00	6%	-227.44	4,714.99	5,247.81	5,780.64	
St. Helens	15,009	NCC									
Sandy	13,159	NCC									
Gladstone	12,140	NCC									
Cottage Grove	11,095	NCC									
Newport	11,083	Facilities Maintenance II	3,874.00	4,475.50	5,077.00	0%	-207.43	3,666.57	4,268.07	4,869.57	
Monmouth	11,019	NCC									
				<u> </u>				<u></u>	<u> </u>		
		Average	4,653.57	5,246.79	5,840.02		-201.05	4,673.62	5,293.42	5,913.21	4
		Median	4,760.83	5,363.87	5,966.91		-217.44	4,810.44	5,449.66	6,088.88	# of position matches
Cornelius	14,387	Facility Maintenance Technician	4,628.00	5,158.50	5,689.00	0%	-241.17	4,386.83	4,917.33	5,447.83	
		% difference from average	-0.55%	-1.71%	-2.65%		16.63%	-6.54%	-7.65%	-8.54%	NCC: No Comparable Class
		% difference from median		-3.98%	-4.89%		9.84%	-9.66%	-10.83%	-11.77%	NR: No Response Received

Fleet Maintenance 7	Technician										
			MON	THLY SALARY (PER 1.	OFTE)			A	DJUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	Mechanic	5,012.80	5,685.33	6,357.87	6%	-245.26	5,068.31	5,781.19	6,494.08	
Canby	19,045	Mechanic	5,120.01	5,861.20	6,602.39	6%	-244.65	5,182.56	5,968.22	6,753.88	Requires ASE Certifications
Dallas	17,989	Mechanic Maintenance Specialist	4,640.13	5,141.93	5,643.73	6%	-124.69	4,793.85	5,325.76	5,857.67	
Troutdale	17,005	Equipment Maintenance Technician I	5,397.60	5,978.27	6,558.93	6%	-227.44	5,494.02	6,109.52	6,725.03	Vehicles, equipment, and facilities
St. Helens	15,009	Mechanic II	4,920.47	5,450.67	5,980.86	6%	-46.30	5,169.40	5,731.40	6,293.41	
Sandy	13,159	NCC									
Gladstone	12,140	NCC									
Cottage Grove	11,095	Mechanic	4,320.00	5,141.50	5,963.00	6%	-120.26	4,458.94	5,329.73	6,200.52	ASE Cert Required
Newport	11,083	NCC									
Monmouth	11,019	NCC									
				<u> </u>					<u>.</u>		
											_
		Average	4,901.84	5,543.15	6,184.46		-168.10	5,027.85	5,707.64	6,387.43	6
		Median	4,966.64	5,568.00	6,169.36		-176.07	5,118.85	5,756.30	6,393.75	# of position matches
Cornelius	14,387	Fleet Maintenance Technician	4,628.00	5,158.50	5,689.00	0%	-241.17	4,386.83	4,917.33	5,447.83	
		% difference from average	-5.92%	-7.46%	-8.71%		30.30%	-14.61%	-16.07%	-17.25%	NCC: No Comparable Class
		% difference from median	-7.32%	-7.94%	-8.44%		27.00%	-16.69%	-17.06%	-17.36%	NR: No Response Received

Parks Maintenance	Worker										
			MON	THLY SALARY (PER 1.	OFTE)			AL	DJUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	Maintenance Worker I	3,943.33	4,471.13	4,998.93	6%	-245.26	3,934.67	4,494.14	5,053.61	May be assigned to grounds maintenance
Canby	19,045	NCC									
Dallas	17,989	Parks Maintenance Worker I	3,965.87	4,395.73	4,825.60	6%	-124.69	4,079.13	4,534.79	4,990.45	
Troutdale	17,005	Parks & Facilities Worker I	3,834.13	4,248.40	4,662.67	6%	-227.44	3,836.74	4,275.86	4,714.99	
St. Helens	15,009	Parks Utility I	3,969.00	4,396.68	4,824.35	6%	-46.30	4,160.84	4,614.18	5,067.51	
Sandy	13,159	Parks & Facilities Maintenance Worker I	3,614.00	4,160.87	4,707.73	6%	-228.06	3,602.78	4,182.46	4,762.14	
Gladstone	12,140	NCC		:							
Cottage Grove	11,095	NCC									
Newport	11,083	Parks Maintenance Worker	3,874.00	4,475.50	5,077.00	0%	-207.43	3,666.57	4,268.07	4,869.57	Low Match, requires 2 years exp
Monmouth	11,019	Parks Maintenance Technician	3,211.87	3,328.87	3,445.87	6%	-67.67	3,336.91	3,460.93	3,584.95	Low Match
									: : :		
		Average	3,773.17	4,211.03	4,648.88		-163.84	3,802.52	4,261.49	4,720.46	7
		Median	3,874.00	4,395.73	4,824.35		-207.43	3,836.74	4,275.86	4,869.57	# of position matches
Cornelius	14,387	Parks Maintenance Worker	4,325.00	4,822.00	5,319.00	0%	-241.17	4,083.83	4,580.83	5,077.83	
		% difference from average	12.76%	12.67%	12.60%		32.07%	6.89%	6.97%	7.04%	NCC: No Comparable Class
		% difference from median	10.43%	8.84%	9.30%		13.99%	6.05%	6.66%	4.10%	NR: No Response Received

Permit Specialist											
			MON	THLY SALARY (PER 1.	OFTE)			AL	DJUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	Permit Specialist (Engineering)	4,295.20	4,870.67	5,446.13	6%	-245.26	4,307.65	4,917.65	5,527.64	
Canby	19,045	NCC									Clackamas Co issues building permits
Dallas	17,989	NCC									
Troutdale	17,005	Permit Technician II	5,139.33	5,693.13	6,246.93	6%	-227.44	5,220.25	5,807.28	6,394.31	
St. Helens	15,009	NCC								}	
Sandy	13,159	Permit Technician	4,137.47	4,762.33	5,387.20	6%	-228.06	4,157.65	4,820.01	5,482.37	
Gladstone	12,140	NCC									
Cottage Grove	11,095	Planning & Building Specialist	4,020.00	4,575.50	5,131.00	6%	-120.26	4,140.94	4,729.77	5,318.60	
Newport	11,083	Permit Technician	3,689.00	4,262.00	4,835.00	0%	-207.43	3,481.57	4,054.57	4,627.57	Low Match
Monmouth	11,019	NCC									
									<u>.</u>		
		Average	4,256.20	4,832.73	5,409.25		-205.69	4,261.61	4,865.86	5,470.10	5
		Median	4,137.47	4,762.33	5,387.20		-227.44	4,157.65	4,820.01	5,482.37	# of position matches
Cornelius	14,387	Permit Specialist	5,295.00	5,903.50	6,512.00	0%	-241.17	5,053.83	5,662.33	6,270.83	
		% difference from average	19.62%	18.14%	16.93%		14.71%	15.68%	14.07%	12.77%	NCC: No Comparable Class
		% difference from median		19.33%	17.27%		5.69%	17.73%	14.88%	12.57%	NR: No Response Received

Public Works Direct	or										
			MON	THLY SALARY (PER 1.0	FTE)			AL	JUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	Public Works Director	11,793.60	13,374.40	14,955.20	0%	-245.26	11,548.34	13,129.14	14,709.94	Low Quals
Canby	19,045	Public Works Director	8,885.00	10,343.00	11,801.00	6%	-244.65	9,173.45	10,718.93	12,264.41	
Dallas	17,989	Public Works Director	7,470.04	9,053.11	10,636.18	6%	-178.13	7,740.11	9,418.17	11,096.22	
Troutdale	17,005	Public Works Director	10,686.00	11,837.80	12,989.60	6%	-214.09	11,113.07	12,333.98	13,554.89	
St. Helens	15,009	Public Works Director	10,094.70	11,228.18	12,361.65	6%	-46.30	10,654.08	11,855.57	13,057.05	
Sandy	13,159	Public Works Director	8,314.80	9,572.33	10,829.87	6%	-228.06	8,585.63	9,918.61	11,251.60	Performs plan reviews (w/o PE)
Gladstone	12,140	Public Works Director	9,844.00	10,905.00	11,966.00	6%	-225.56	10,209.08	11,333.74	12,458.40	
Cottage Grove	11,095	Public Works & Development Director	8,496.00	9,670.00	10,844.00	6%	-120.26	8,885.50	10,129.94	11,374.38	Includes Planning
Newport	11,083	Public Works Director	7,743.00	8,946.50	10,150.00	0%	-207.43	7,535.57	8,739.07	9,942.57	
Monmouth	11,019	Public Works Director	8,034.00	9,435.40	10,836.80	6%	-67.67	8,448.37	9,933.85	11,419.34	
		Average	9,136.11	10,436.57	11,737.03		-177.74	9,389.32	10,751.10	12,112.88	10
		Median	8,690.50	10,006.50	11,322.50		-210.76	9,029.48	10,424.44	11,841.87	# of position matches
Cornelius	14,387	Public Works Director	9,761.00	10,488.00	11,215.00	0%	-241.17	9,519.83	10,246.83	10,973.83	
		% difference from average	6.40%	0.49%	-4.65%		26.30%	1.37%	-4.92%	-10.38%	NCC: No Comparable Class
		% difference from median	10.97%	4.59%	-0.96%		12.61%	5.15%	-1.73%	-7.91%	NR: No Response Received

Public Works Forem	nan										
			MON	THLY SALARY (PER 1.	OFTE)			AL	DJUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	Public Works Operations Supervisor	7,545.20	8,556.60	9,568.00	0%	-245.26	7,299.94	8,311.34	9,322.74	
Canby	19,045	Public Works Operations Supervisor	7,109.00	8,275.50	9,442.00	6%	-244.65	7,290.89	8,527.38	9,763.87	
Dallas	17,989	Public Works Operations Supervisor	5,747.45	6,961.13	8,174.81	6%	-178.13	5,914.17	7,200.67	8,487.17	
Troutdale	17,005	Public Works Superintendent	7,595.47	8,413.60	9,231.73	6%	-214.09	7,837.10	8,704.33	9,571.55	
St. Helens	15,009	Public Works Supervisor	6,564.60	7,301.18	8,037.75	6%	-46.30	6,912.18	7,692.95	8,473.72	
Sandy	13,159	Public Works Superintendent	6,747.87	7,767.93	8,788.00	6%	-228.06	6,924.68	8,005.95	9,087.22	
Gladstone	12,140	NCC			:						PW Supervisor = working supervisory
Cottage Grove	11,095	NCC								}	
Newport	11,083	Public Works Operations Superintendent	6,370.00	7,360.50	8,351.00	0%	-207.43	6,162.57	7,153.07	8,143.57	High Match
Monmouth	11,019	NCC									Public Works Ops Manager = too high
				, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	; ; ;		ļ				
	_	Average	6,811.37	7,805.21	8,799.04		-194.85	6,905.93	7,942.24	8,978.55	7
		Average Median	6,747.87	7,767.93	8,788.00		-214.09	6,924.68	8,005.95	9,087.22	# of anailina matabas
Cornelius	14.387	Public Works Foreman	7,544.00	8,105.00	8,666.00	0%	-214.09 - 241.17	7,302.83	7,863.83	8,424.83	# of position matches
	14,007	% difference from average	9.71%	3.70%	-1.54%	0,0	19.21%	5.43%	-1.00%	-6.57%	NCC: No Comparable Class
		% difference from median		4.16%	-1.41%		11.23%	5.18%	-1.81%	-7.86%	NR: No Response Received

Public Works Supp	ort Specialist I										
			MON	THLY SALARY (PER 1.	OFTE)			AL	DJUSTED COMPENSA	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	Administrative Assistant I	3,426.80	3,886.13	4,345.47	6%	-245.26	3,387.15	3,874.04	4,360.93	
Canby	19,045	Office Specialist I	3,702.00	4,237.92	4,773.84	6%	-244.65	3,679.47	4,247.55	4,815.62	
Dallas	17,989	NCC					}				
Troutdale	17,005	NCC									
St. Helens	15,009	NCC									
Sandy	13,159	NCC									
Gladstone	12,140	Office Assistant I	4,096.00	4,537.50	4,979.00	6%	-225.56	4,116.20	4,584.19	5,052.18	
Cottage Grove	11,095	Administrative Aide	3,555.00	4,046.00	4,537.00	6%	-120.26	3,648.04	4,168.50	4,688.96	
Newport	11,083	NCC									
Monmouth	11,019	NCC									
		Average	3,694.95	4,176.89	4,658.83	{	-208.93	3,707.71	4,218.57	4,729.42	4
		Median	3,628.50	4,141.96	4,655.42		-235.11	3,663.76	4,208.02	4,752.29	# of position matches
Cornelius	14,387	Public Works Support Specialist I	4,325.00	4,822.00	5,319.00	0%	-241.17	4,083.83	4,580.83	5,077.83	
		% difference from average	14.57%	13.38%	12.41%		13.37%	9.21%	7.91%	6.86%	NCC: No Comparable Class
		% difference from median	16.10%	14.10%	12.48%		2.51%	10.29%	8.14%	6.41%	NR: No Response Received

Public Works Supp	ort Specialist II										
			MON	THLY SALARY (PER 1.	OFTE)			AL	DJUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	Administrative Assistant II	3,943.33	4,471.13	4,998.93	6%	-245.26	3,934.67	4,494.14	5,053.61	
Canby	19,045	Office Specialist II	3,904.00	4,469.17	5,034.33	6%	-244.65	3,893.59	4,492.67	5,091.74	
Dallas	17,989	NCC									
Troutdale	17,005	Public Works Department Admin Specialist	4,662.67	5,165.33	5,668.00	6%	-227.44	4,714.99	5,247.81	5,780.64	
St. Helens	15,009	Public Works Office Assistant	4,187.30	4,638.50	5,089.69	6%	-46.30	4,392.24	4,870.50	5,348.77	
Sandy	13,159	NCC									
Gladstone	12,140	Office Assistant II	4,742.00	5,252.50	5,763.00	6%	-225.56	4,800.96	5,342.09	5,883.22	
Cottage Grove	11,095	NCC									
Newport	11,083	Executive Assistant I - Public Works	3,874.00	4,475.50	5,077.00	0%	-207.43	3,666.57	4,268.07	4,869.57	
Monmouth	11,019	Utility Secretary - Public Works	2,877.33	3,718.87	4,560.40	6%	-67.67	2,982.30	3,874.33	4,766.35	
		Average	4,027.23	4,598.71	5,170.19		-180.62	4,055.05	4,655.66	5,256.27	7
		Median	3,943.33	4,475.50	5,077.00		-225.56	3,934.67	4,494.14	5,091.74	# of position matches
Cornelius	14,387	Public Works Support Specialist II	4,628.00	5,158.50	5,689.00	0%	-241.17	4,386.83	4,917.33	5,447.83	
		% difference from average	12.98%	10.85%	9.12%		25.11%	7.56%	5.32%	3.52%	NCC: No Comparable Class
		% difference from median	14.79%	13.24%	10.76%		6.47%	10.31%	8.61%	6.54%	NR: No Response Received

Public Works Supp	ort Specialist III											
			MON	THLY SALARY (PER 1.0	OFTE)		ADJUSTED COMPENSATION					
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments	
Sherwood	20,868	NCC										
Canby	19,045	Office Specialist III - Public Works / Cemetary	4,950.00	5,666.59	6,383.17	6%	-244.65	5,002.35	5,761.93	6,521.51		
Dallas	17,989	Executive Assistant - Public Works	4,290.00	4,754.53	5,219.07	6%	-124.69	4,422.71	4,915.12	5,407.52		
Troutdale	17,005	NCC										
St. Helens	15,009	NCC										
Sandy	13,159	NCC										
Gladstone	12,140	NCC										
Cottage Grove	11,095	NCC								}		
Newport	11,083	Executive Assistant II - Public Works	4,068.00	4,700.50	5,333.00	0%	-207.43	3,860.57	4,493.07	5,125.57		
Monmouth	11,019	NCC										
		Average	4,436.00	5,040.54	5,645.08		-192.26	4,428.54	5,056.71	5,684.87	3	
		Median	4,290.00	4,754.53	5,333.00		-207.43	4,422.71	4,915.12	5,407.52	# of position matches	
Cornelius	14,387	Public Works Support Specialist III	5,295.00	5,903.50	6,512.00	0%	-241.17	5,053.83	5,662.33	6,270.83		
		% difference from average	16.22%	14.62%	13.31%		20.28%	12.37%	10.70%	9.34%	NCC: No Comparable Class	
		% difference from median		19.46%	18.11%		13.99%	12.49%	13.20%	13.77%	NR: No Response Received	

Utility Maintenance	Utility Maintenance Worker I										
			MON	THLY SALARY (PER 1.	OFTE)			AL	DJUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	Maintenance Worker I	3,943.33	4,471.13	4,998.93	6%	-245.26	3,934.67	4,494.14	5,053.61	
Canby	19,045	Maintenance Worker I	4,031.01	4,614.55	5,198.09	6%	-244.65	4,028.22	4,646.77	5,265.33	
Dallas	17,989	Utility Technician (Float)	3,666.00	4,063.80	4,461.60	6%	-124.69	3,761.27	4,182.94	4,604.61	
Troutdale	17,005	Public Works Operator I	4,662.67	5,165.33	5,668.00	6%	-227.44	4,714.99	5,247.81	5,780.64	
St. Helens	15,009	Public Works Utility Worker I	3,929.00	4,376.68	4,824.35	6%	-46.30	4,118.44	4,592.98	5,067.51	
Sandy	13,159	Public Works Utility Worker I	4,137.47	4,762.33	5,387.20	6%	-228.06	4,157.65	4,820.01	5,482.37	
Gladstone	12,140	Public Works Utility Worker II	4,301.00	4,764.50	5,228.00	6%	-225.56	4,333.50	4,824.81	5,316.12	
Cottage Grove	11,095	Utility Maintenance Worker I	3,914.00	4,658.50	5,403.00	6%	-120.26	4,028.58	4,817.75	5,606.92	
Newport	11,083	Utility Worker I - Streets & Storm	3,895.00	4,500.50	5,106.00	0%	-207.43	3,687.57	4,293.07	4,898.57	
Monmouth	11,019	Public Works Utility Technican	3,211.87	4,195.53	5,179.20	6%	-67.67	3,336.91	4,379.60	5,422.28	
		Average	3,969.13	4,557.29	5,145.44		-173.73	4,010.18	4,629.99	5,249.80	10
		Median	3,936.17	4,557.52	5,188.65		-216.50	4,028.40	4,619.87	5,290.72	# of position matches
Cornelius	14,387	Utility Maintenance Worker I	4,325.00	4,822.00	5,319.00	0%	-241.17	4,083.83	4,580.83	5,077.83	
		% difference from average	8.23%	5.49%	3.26%		27.96%	1.80%	-1.07%	-3.39%	NCC: No Comparable Class
		% difference from median	8.99%	5.48%	2.45%		10.23%	1.36%	-0.85%	-4.19%	NR: No Response Received

Utility Maintenance	Worker II										
			MON	THLY SALARY (PER 1.	OFTE)			A	DJUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	Maintenance Worker II	4,641.87	5,264.13	5,886.40	6%	-245.26	4,675.12	5,334.72	5,994.32	
Canby	19,045	Maintenance Worker III	4,710.99	5,392.99	6,074.99	6%	-244.65	4,749.00	5,471.92	6,194.84	
Dallas	17,989	NCC									
Troutdale	17,005	Public Works Operator II	5,139.33	5,693.13	6,246.93	6%	-227.44	5,220.25	5,807.28	6,394.31	
St. Helens	15,009	NCC		<u> </u>					<u> </u>		
Sandy	13,159	Public Works Utility Worker II	4,659.20	5,362.93	6,066.67	6%	-228.06	4,710.69	5,456.65	6,202.61	
Gladstone	12,140	Public Works Utility Worker III	4,979.00	5,515.00	6,051.00	6%	-225.56	5,052.18	5,620.34	6,188.50	
Cottage Grove	11,095	NCC							<u> </u>		
Newport	11,083	NCC									
Monmouth	11,019	NCC									
		Average	4,826.08	5,445.64	6,065.20		-234.19	4,881.45	5,538.18	6,194.92	5
		Median	4,710.99	5,392.99	6,066.67		-228.06	4,749.00	5,471.92	6,194.84	# of position matches
Cornelius	14,387	Utility Maintenance Worker II	4,628.00	5,158.50	5,689.00	0%	-241.17	4,386.83	4,917.33	5,447.83	<u> </u>
		% difference from average	-4.28%	-5.57%	-6.61%		2.89%	-11.28%	-12.63%	-13.71%	NCC: No Comparable Class
		% difference from median		-4.55%	-6.64%		5.44%	-8.26%	-11.28%	-13.71%	NR: No Response Received

Water Technician											
			MON	THLY SALARY (PER 1.	OFTE)			AL	DJUSTED COMPENSAT	TION	
Organization	population	Title	MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	Comments
Sherwood	20,868	Maintenance Worker II	4,641.87	5,264.13	5,886.40	6%	-245.26	4,675.12	5,334.72	5,994.32	
Canby	19,045	NCC									
Dallas	17,989	Water Utility Worker I	3,965.87	4,395.73	4,825.60	6%	-124.69	4,079.13	4,534.79	4,990.45	
Troutdale	17,005	NCC									
St. Helens	15,009	NCC									
Sandy	13,159	Public Works Utility Worker II	4,659.20	5,362.93	6,066.67	6%	-228.06	4,710.69	5,456.65	6,202.61	
Gladstone	12,140	NCC									
Cottage Grove	11,095	NCC		į							
Newport	11,083	NCC									
Monmouth	11,019	Public Works System Specialist	3,470.13	4,530.07	5,590.00	6%	-67.67	3,610.67	4,734.20	5,857.73	
				<u>.</u>					<u>.</u> !		
		Average	4,184.27	4,888.22	5,592.17		-166.42	4,268.90	5,015.09	5,761.28	4
		Median	4,303.87	4,897.10	5,738.20		-176.38	4,377.12	5,034.46	5,926.03	# of position matches
Cornelius	14,387	Water Technician	4,628.00	5,158.50	5,689.00	0%	-241.17	4,386.83	4,917.33	5,447.83	
		% difference from average	9.59%	5.24%	1.70%		30.99%	2.69%	-1.99%	-5.75%	NCC: No Comparable Class
		% difference from median	7.00%	5.07%	-0.86%		26.87%	0.22%	-2.38%	-8.78%	NR: No Response Received

		Ва	se Pay Perforn	nance-Based S	Steps - Propos	ed (5%, 7%, 10	% per grade; 2	% per step)	
Grade	Job Titles	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
S08 -F	City Recorder	6,535	6,666	6,799	6,935	7,074	7,215	7,360	7,507
S09 -G	Library Access Services Manager	6,862	6,999	7,139	7,282	7,428	7,576	7,728	7,882
	Project Manager								
S10 -H	Librarian - Supervising	7,205	7,349	7,496	7,646	7,799	7,955	8,114	8,276
S11 -I	Communication & Community Engagement Manager	7,709	7,864	8,021	8,181	8,345	8,512	8,682	8,856
S12 -J		8,249	8,414	8,582	8,754	8,929	9,108	9,290	9,475
S13 -K	Public Works Foreman	8,826	9,003	9,183	9,367	9,554	9,745	9,940	10,139
	City Engineer								
S14 -L	Community Development Director	9,444	9,633	9,826	10,022	10,223	10,427	10,636	10,848
S15 -M	Library Director	10,389	10,596	10,808	11,024	11,245	11,470	11,699	11,933
S16 -N	Public Works Director	11,427	11,656	11,889	12,127	12,369	12,617	12,869	13,126
	Assistant City Manager								

Longevity				Lon	gevity Steps a	t 1% per step			
Grade	Job Titles	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
LS08 -F	Same as aboe	7,582	7,658	7,734	7,812	7,890	7,969	8,049	8,129
LS09 -G		7,961	8,040	8,121	8,202	8,284	8,367	8,451	8,535
LS10 -H		8,359	8,442	8,527	8,612	8,698	8,785	8,873	8,962
LS11 -I		8,945	9,034	9,124	9,216	9,308	9,401	9,495	9,590
LS12 -J		9,570	9,665	9,762	9,860	9,958	10,058	10,158	10,260
LS13 -K		10,240	10,343	10,446	10,551	10,656	10,763	10,870	10,979
LS14 -L		10,956	11,066	11,177	11,288	11,401	11,515	11,631	11,747
LS15 -M		12,052	12,173	12,295	12,418	12,542	12,667	12,794	12,922
LS16 -N		13,257	13,390	13,524	13,659	13,796	13,934	14,073	14,214

		E	Base Pay Perf	ormance-Bas	ed Steps - Pro	oposed (7% p	er grade, 3%	per step)	
Grade	Job Titles	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
A3	Public Works Support Specialist I	4,241	4,368	4,499	4,634	4,773	4,916	5,063	5,215
A4	Library Support Specialist I Parks Maintenance Worker Utility Maintenance Worker I Accounting Technician Public Works Support Specialist II	4,537	4,674	4,814	4,958	5,107	5,260	5,418	5,580
A5	Library Support Specialist II Engineering Technician Public Safety Support Specialist Permit Specialist Public Works Support Specialist III	4,855	5,001	5,151	5,305	5,464	5,628	5,797	5,971
A6	Facility Maintenance Technician Fleet Maintenance Technician Utility Maintenance Worker II Water Technician Library Support Specialist III	5,195	5,351	5,511	5,677	5,847	6,022	6,203	6,389
A7	Accountant	5,559	5,725	5,897	6,074	6,256	6,444	6,637	6,836
A8		5,948	6,126	6,310	6,499	6,694	6,895	7,102	7,315
A9	Senior Planner	6,364	6,555	6,752	6,954	7,163	7,378	7,599	7,827

Longevity				Long	evity Steps a	t 1% per step			
Grade	Job Titles	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
AL3	Same as above	5,268	5,320	5,373	5,427	5,481	5,536	5,592	5,647
AL4		5,636	5,693	5,750	5,807	5,865	5,924	5,983	6,043
AL5		6,031	6,091	6,152	6,214	6,276	6,338	6,402	6,466
AL6		6,453	6,517	6,583	6,648	6,715	6,782	6,850	6,918
AL7		6,905	6,974	7,043	7,114	7,185	7,257	7,329	7,403
AL8		7,388	7,462	7,536	7,612	7,688	7,765	7,842	7,921
AL9		7,905	7,984	8,064	8,145	8,226	8,308	8,391	8,475

City of Cornelius Agenda Report

To: Peter Brandom, City Manager

From: Ellie Jones, Assistant City Manager

Date: August 5, 2024

Subject: Resolution No. 2024-45: Agreement between the City of Cornelius and the

American Federation of State, County, and Municipal Employees (AFSCME)

Cornelius

Oregon's Family Town

Collective Bargaining Unit

Requested City Council Action: Approve Resolution No. 2024-45 to execute a labor agreement between the City of Cornelius and AFSCME, effective July 1, 2024.

Previous City Council Action: The City Council approved the previous three-year contract in October 2021.

Relevant Strategic Plan Goal(s): Goal 2: Increase connectivity and engagement and improve culture within the City organization.

Background: Ellie Jones, Ryan Howell, and representatives from the AFSCME General Employee group met during the past several months and reached a tentative agreement, pending approval of the City Council. The City Attorney, has reviewed the draft agreement. The cost to implement the agreement is within the parameters approved by the City Manager. A few of the substantive agreement modifications are as follows:

- Overall contract language cleanup/clarification.
- ➤ Salary changes Cost of Living adjustments (COLA) for FY 2024-2025 in the amount of 4.5% based on the implementation of the Employee Classification and Compensation Study. FY 2025-2026 and FY 2026-2027 COLAs will increase based on the Consumer Price Index (CPI-U) Pacific Cities for the previous calendar years, with a minimum of 3% and a maximum of 5%.
- ➤ Increase annual boot stipend from \$300 to \$500. Added language to provide the boot stipend on a pro-rated basis for newly hired employees.
- ➤ Increase allowable compensatory time from 40 to 80 hours.
- ➤ Holidays Addition of Juneteenth, removal of the ½ day Christmas Eve holiday and ½ day New Years Eve holiday and increase of one additional Personal Holiday to be used during each fiscal year.
- Clarification regarding non-full time employees in the areas of Bilingual Pay, Holidays, Rest Periods and Meal Periods.
- Added language regarding Commercial Driver's License (CDL) training and the schedule for repayment to the City for employees who leave within 4 years of acquiring a CDL.

➤ Term – Extends the term of the agreement for three years, expiring June 30, 2027.

Cost: The Budget Committee approved a budget on May 1, 2024 that included an estimated 4% cost of living adjustment. The implementation of the AFSCME contract, which incorporates the class and pay modifications in the classification and compensation study will cause slight increases to the overall City budget.

Advisory Committee Recommendation: The Budget Committee voted unanimously on May 1, 2024 to approve the City budget as presented.

Staff Recommendation: Approve Resolution No. 2024-45 authorizing the City Manager to execute the labor agreement between the City and AFSCME General Employees attached as Exhibit A.

Proposed Motion: I make a motion to approve Resolution No. 2024-45, A RESOLUTION OF THE CORNELIUS CITY COUNCIL AUTHORIZING EXECUTION OF A LABOR AGREEMENT BETWEEN THE CITY OF CORNELIUS AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 3786-2 GENERAL EMPLOYEES, EFFECTIVE JULY 1, 2024 AND EXPIRING JUNE 30, 2027, and this action takes effect immediately.

Exhibit: Resolution No. 2024-45 and Exhibit A

RESOLUTION NO. 2024-45

A RESOLUTION OF THE CORNELIUS CITY COUNCIL AUTHORIZING EXECUTION OF A LABOR AGREEMENT BETWEEN THE CITY OF CORNELIUS AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 3786-2 GENERAL EMPLOYEES, EFFECTIVE JULY 1, 2024 AND EXPIRING JUNE 30, 2027

WHEREAS, representatives of the City of Cornelius and American Federation of State, County and Municipal Employees (AFSCME), Local 3786-2, have met in good faith and negotiated a labor agreement between both parties effective July 1, 2024 through June 30, 2027; and

WHEREAS, the labor agreement provides for certain compensation and fringe benefits adjustments.

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

Section 1. The City Manager is authorized to execute the attached labor agreement (Exhibit A) between the City of Cornelius and AFSCME.

Section 2. The compensation plan contained in the agreement is approved, effective July 1, 2024, and expiring June 30, 2027.

Section 3. The fringe benefits contained in this agreement are approved, effective July 1, 2024, and expiring June 30, 2027.

Section 4. This resolution becomes effective immediately upon its enactment by the City Council.

INTRODUCED AND APPROVED by the Cornelius City Council at their regular meeting this 5th day of August, 2024.

	City of Cornelius, Oregon
	By:
Attest: Ellie Iones - Assistant City Manager	

and Acting City Recorder
City of Cornelius
Resolution No 2024-45 AFSCME contract 2024-2027

AGREEMENT

BETWEEN

CITY OF CORNELIUS

AND

CITY OF CORNELIUS EMPLOYEES UNION AFSCME LOCAL 3786-2 FOR GENERAL EMPLOYEES

July 1, 2024 – June 30, 2027

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PREAMBLE

This Agreement is entered into by the City of Cornelius, hereinafter referred to as the "Employer" or the "City," and the City of Cornelius Employees Union, AFSCME Council 75 and AFSCME Local3786-2, hereinafter referred to individually and collectively as the "Union," made and entered into for the purpose of fixing the wages, hours and conditions of employment and establishing an equitable and peaceful procedure for the resolution of differences between the parties.

ARTICLE 1: RECOGNITION

- A. The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all regular full time and regular part-time (twenty (20) hours or more per week) employees of the City.
- B. The bargaining unit does not include sworn police officers, firefighters, supervisory, and/or confidential employees. The bargaining unit includes unsworn strike-permitted employees in the police and fire departments.
- C. New classes may be developed within the bargaining unit by the City and a wage scale assigned thereto. The City shall forward notice of the new class and wage scale to the Union by certified mail. The wage scale so assigned may be negotiated upon the written request by the Union within fourteen (14) days after receipt of the notice from the City. If the Union fails to request bargaining with the City within fourteen (14) days of receipt of notice of the new class, the interim wage scale shall become final.

ARTICLE 2: MANAGEMENT RIGHTS

- A. It is recognized that an area of responsibility must be reserved to the employer if the City is to effectively serve the public. Except to the extent expressly abridged by a specific provision of this Agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the City. By way of illustration and not of limitation, the following are listed as such management functions:
 - 1. The determination of the services to be rendered to the citizens served by the City;
 - 2. The determination of the employer's financial, budgetary, accounting and organization policies and procedures;
 - 3. The continuous oversight of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the City and established personnel rules and regulations not inconsistent with any other term of this Agreement; and
 - 4. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the

determination of the duties and qualifications of job classifications; the right to hire, promote, train, demote, transfer and retain employees; the right to discipline or discharge for just cause; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the departments or divisions; the right to determine schedules of work; the right to purchase, dispose and assign equipment or supplies; and the decisions to contract or sub-contract any work.

- B. It is understood that the exercise of the management's rights specified above will not violate any provisions of this Agreement, and that the City will fulfill any obligation to bargain concerning mid-term changes which are mandatory subjects of bargaining.
- C. Any claimed violation of the duty to bargain as used in this Agreement shall be reviewable by the Oregon Employment Relations Board and shall not be subject to the grievance procedure set forth in this Agreement.

ARTICLE 3: UNION SECURITY & BUSINESS

- A. Employees covered by this Agreement shall have the right to pay dues as a means to participate in their Union through application to the Union. Application and resignations of membership shall be handled solely by the Union. The Employer agrees to remain neutral with respect to an employee's decision about Union membership and payroll deduction. The Employer agrees to direct to the Union all communications from employees regarding Union membership or payroll deduction.
- B. Check off. Upon receipt of signed authorization by a member of the Union to direct payment of Union dues to the AFSCME Central Administration account, the City agrees to deduct from such member's monthly paycheck the amount shown on the authorization. The City agrees to remit the aggregate of the deductions monthly to the treasurer of the Union on behalf of the employees involved. Current requests from employees shall remain in full force and effect.
- C. Hold Harmless. Provided the City acts in compliance with the provisions of this Article, the Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of the City's enforcement of the above provisions or as a result of any check off errors arising out of acts of the Union.
- D. New Hires. The City will notify the Union of all new hires within one (1) week of employment and shall provide the Union with an editable Excel spreadsheet contain the following information (in if the City's possession) for each employee in the bargaining unit:
 - 1. The employee's name, unique identifier, and date of hire; and
 - 2. Contact information including cellular, home and work telephone numbers; personal and work electronic mail addresses; home or personal mailing address; and employment information including the employee's job title, salary, work schedule/shift and worksite location.

- E. Bulletin Boards. The City will install and maintain bulletin boards on its property for use by the Union at such locations as mutually agreed upon by the parties. Bulletin boards shall be a maximum of four (4) square feet each and suitable for wall mounting.
- F. Solicitation. Except as otherwise provided in this Agreement, during their working hours Union members shall not engage in solicitations or carry on business activities of the Union; provided that this provision shall not prohibit conversations concerning Union matters which do not interfere with the work and duties of any City employee.
- G. The City shall provide an exclusive representative of an appropriate bargaining unit reasonable access to employees within the bargaining unit. Access is not reasonable if it interferes with Employer operations.
 - 1. For purposes of newly hired employees in the bargaining unit, reasonable access includes, but is not limited to:
 - a. The right to meet with new employees without loss of employee compensation or leave benefits; and
 - b. The right to meet with the new employees within thirty (30) calendar days from the date of hire for a period of at least forty five (45) minutes but not more than one hundred twenty (120) minutes during new employee orientation or, if the Employer does not conduct new employee orientations, at individual or group meetings. The City will give the Union advance notice of new employee orientation meetings.
 - 2. For purposes of employees in the bargaining unit who are not new employees, reasonable access includes, but is not limited to:
 - a. The right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations; and
 - b. The right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods.
 - 3. Employer shall permit a designated representative to use the Employer's facilities or property, whether owned or leased by the Employer, for purposes of conducting meetings with the represented employees in the bargaining unit.
 - 4. An exclusive representative may hold meetings described under this Article at a time and place set by the exclusive representative, provided that the meetings do not interfere with the Employer's operations.

- 5. The exclusive representative shall have the right to conduct the meetings without undue interference and may establish reasonable rules regarding appropriate conduct for meeting attendees.
- H. Bargaining unit employees who are officers of Local 3786-2 may reserve time in advance to use City meeting rooms for Union business. The officer shall give at least two (2) hours advance written notice to the affected Department Head of the desired room and of the hours of use.
- I. Up to three (3) bargaining unit employees may participate in bargaining without loss of pay for time spent in bargaining sessions and caucuses scheduled within the employee's scheduled shift. Time spent in bargaining shall not count as time worked for the purpose of calculating overtime pay. The City will allow time for all other Union activities as required by law.

ARTICLE 4: NONDISCRIMINATION

- A. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation in matters of employment relations or to not do so. No employees shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or the Union due to whether or how the employee exercises this right.
- B. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, gender, race, color, national origin, age, union affiliation or political affiliation.
- C. All references to employees in this Agreement designate all genders and whenever the male gender is used it shall be construed to include male, female and transgender employees.

ARTICLE 5: HOURS OF WORK

- A. Regular Hours. The regular hours of each workday shall be consecutive with interruptions for lunch periods.
- B. Workweek. Workweek shall consist of a seven (7)-day work schedule with five (5) consecutive eight (8)-hour days with two (2) consecutive days off or four (4) consecutive ten (10)-hour days with three (3) consecutive days off. Other types of alternative work schedules will be discussed and agreed to in writing by the Union, the employee(s) and the City. However, the City may agree to a change in the work schedule where necessary to accommodate an employee as required by federal or state law. The City may also grant a reasonable request for a temporary change to the work schedule of an employee on a case-by-case basis.
- C. Work Shift.

- 1. Each employee shall be scheduled to work on a regular shift. Each employee shall have regular starting and quitting times.
- 2. Except in exigent circumstances, the City shall schedule at least fifteen (15) hours between eight (8) hour shifts and at least thirteen (13) hours between ten (10) hour shifts. Employees will not be required to double-back on regular shift assignments, except as agreed upon under Section B above.

D. Job Sharing.

- 1. Any employee who wishes to participate in job sharing will submit a written request to the supervisor to be considered for a job share position. The City shall notify the employee requesting the job share of the City Manager's decision in writing within two (2) weeks of the date of the request.
- 2. Job sharing employees shall accrue vacation leave, sick leave and holiday pay based on a pro rate of hours worked in a month. Individual salary review dates will be established for job share employees.
- 3. Job sharing employees shall be entitled to share the full Employer contribution toward health, vision and dental insurance benefits for one (1) full time position based on a pro rate of regular hours scheduled per week or per month, whatever is appropriate. In any event, the Employer contribution for insurance benefits in a job share position is limited to the amount authorized for one (1) full time employee.
- 4. For purposes of layoff, individuals filling a job share position which totals a full time equivalent shall be considered as one (1) full time position. Seniority shall be determined by averaging the length of service of the two (2) employees and two (2) employees shall be treated as one (1). Regular status employees who are filling a job-sharing position and who elect not to be treated as one (1) full time equivalent shall be considered regular part-time employees.
- 5. If one (1) job sharing partner in a job sharing position is removed, dismissed, resigns or otherwise is separated from City service, the City has the right to determine if job sharing is still appropriate for the position. If the City determines that job sharing is not appropriate for the position or the City is unable to recruit qualified employees for the job share position, the remaining employee shall have the right to assume the position on a full time basis. Upon the written approval of the City, the remaining employee may elect to transfer to a vacant part-time position in the same classification or to voluntarily demote to a vacant position for which the employee is qualified. If the above conditions are not available or acceptable, the employee agrees to resign.
- E. Rest Periods. All employees shall have a fifteen (15)-minute paid rest period for every four (4) hours worked, which shall be scheduled as near to the middle of each four (4) hour shift

as is feasible.

- F. Meal Periods. All employees scheduled to work six (6) hours or more shall be granted a thirty (30) minute or a sixty (60) minute unpaid meal period during each work shift, which shall be scheduled as near the middle of each shift as is feasible. The current length of meal periods may be changed by mutual agreement between the employee and supervisor.
- G. Call Back. Any employee called back to work outside of their regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half (1 1/2). Call backs within the same two (2) hour period will be considered one (1) call back for the purposes of this section. If the call back time work assignment and the employee's regular shift overlap, the employee shall be paid the call back time rate of time and one-half (1 1/2) until they complete two (2) hours work. The employee shall then be paid for the balance of the regular work shift at the appropriate rate.

Call back on a holiday shall be as provided for in Article 9 (related to holidays) and shall be on the calendar day which is the actual holiday (and not the Monday or Friday on which the holiday is observed), and shall be paid at the double time rate; overtime on a holiday call out shall also be paid at the double time rate.

This section does not apply to on-call duty described in Section I of this Article, nor to scheduled overtime at the beginning of the work shift or workday or at the end of the work shift or workday provided forty-eight (48) hour notice has been given and the overtime is consecutive with the shift hours or work.

- H. When the City requires Public Works and Parks employees to work during City events, supervisors will:
 - (a) first ask for volunteers and
 - (b) then use a rotating reverse seniority list.

I. Overtime.

1. When employees are required to work overtime, the City may provide compensatory time off in lieu of overtime pay at the rate of one and one-half (1 1/2) times the employee's regular rate of compensation. Overtime is defined as any hours worked over the regularly scheduled hours in any workday as defined in Article 5. B or any hours in excess of forty (40) hours in one (1) workweek.

Compensatory time accumulation shall not exceed eighty (80) hours. Upon the accrual of eighty (80) hours, no further compensatory time shall accrue until the employee uses compensatory time thereby creating room under the cap for further accrual. Employees may request to take compensatory time off and shall be permitted by the City to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the City.

- 2. Employees who must work beyond their regular quitting time shall receive fifteen (15)-minute paid rest period before they perform additional work. In addition, they shall be granted the regular rest periods as set forth in Article 5, Section E.
- J. On Call Duty Pay. When the City requires an employee to carry a City-owned cell phone in order to respond to calls concerning City business, the City shall pay the employee a flat rate of pay of \$275.00 (two hundred seventy-five dollars) for seven (7) consecutive calendar days. If a recognized holiday (other than personal days) occurs during those seven (7) consecutive calendars days, the City will pay the employee an additional \$50.00 (fifty dollars.) On the rare occasions in which an on-call Employee must simultaneously work, the City is responsible to replace the Employee if the Employee is called to more urgent duty. Hours of on-call duty performed do not count in the calculation of hours worked for overtime pay. During that period the employee shall respond by telephone within fifteen (15) minutes of the call. If the call requires the employee to come to work on site, the employee must arrive at the public works yard within thirty (30) minutes of the end of the call, and must arrive at the work site no later than forty-five (45) minutes from the end of the call. Work performed pursuant to the on-call employee being called to work shall be paid at the overtime rate for a minimum of two (2) hours pursuant to Section G of this Article on call back.

An appropriate communications device shall be provided. On-call duty is mandatory for all employees designated by the Department Manager or his/her designee as qualified. This section does not apply to an employee not on-call who is required to return to work in response to a call back described in Section G of this Article.

- K. Job Descriptions. All employees of the City shall receive a job description with their duties and responsibilities fully outlined upon request. Employees may request the copy from their immediate supervisor or from Human Resources.
- L. Reporting Time.
 - 1. An employee who is scheduled to report for work and who presents themself for work as scheduled shall be assigned to at least two (2) hours of work.
 - 2. If work within the bargaining unit is not available, the employee shall be excused from duty and paid, at their regular rate, for two (2) hours work at the appropriate rate, straight time or overtime, whichever is applicable.
 - 3. If an employee reports for and starts to work as scheduled, and is excused from duty before completing two (2) hours work, the employee shall be paid, at their regular rate, for two (2) hours work at the appropriate rate, straight time or overtime, whichever is applicable.

ARTICLE 6: WAGES

A. Rate of Pay. Each employee shall be paid at one (1) of the steps in the range prescribed for his/her classification as set forth in attached Appendix A.

Effective July 1, 2024, wages will be increased 4.5% (four ½ percent) as reflected in Appendix A. There will be no delay in the class/comp study implementation.

Phase 1 – employees who need to move ranges move 1 (one) range. Any new hires will start at the range for the position as shown in the class/comp study.

Effective July 1, 2025, wages will be increased by minimum of 3% (three percent) and a maximum of 5% (five percent) based on the average annual increase of the CPI-U Pacific Cities for the calendar year 2024.

Phase 2 — employees who need to move 2 (two) ranges move to the second range. Employees who need to move three ranges stay frozen (only move 2 (two) ranges max). Any new hires will start at the range for the position as show in the class/comp study.

Effective July 1, 2026, wages will be increased by a minimum of 3% (three percent) and a maximum of 5% (five percent) based on the average annual increase of the CPI-U Pacific Cities for calendar year 2025.

- B. Beginning Salary. Normally an employee will be appointed or reinstated at the first step of the range established for his/her classification. The City may make an appointment or reinstatement above the first step.
- C. First Six (6) Months of Service. A new employee or promoted employee is eligible for consideration for advancement to the next step of the salary range for their classification at the beginning of the next pay period following completion of the equivalent of six (6) months of service.
- D. Additional Increases. An employee is eligible for consideration for an additional increase at the end of twelve (12) months continuous service following the last in-range increase on the first payroll period following the anniversary date.
- E. Step Increase Criteria. Step increases shall be awarded on the first payroll period following the anniversary date if an employee has demonstrated satisfactory work performance. Satisfactory performance will be assumed unless the employee has received formal discipline for just cause during the six (6) months immediately preceding his/her anniversary date, or counseling or other corrective action, and a performance review that rates overall performance as below acceptable. If an employee's wage increase is withheld or top step wages are reduced one (1) step, the employee will receive quarterly evaluations until satisfactory performance qualifies the employee for the next step increase. [Note: The City may reduce an employee one (1) pay step from top step in the event of unsatisfactory performance under the same circumstances and with same process as applies to withholding steps for poor performance.]

- F. Pay Day. Employees shall be paid on the 15th and on the last day of each month. If either falls on a Saturday, Sunday or a holiday, employees shall be paid on the last working day preceding the 15th or preceding the last day of the month.
- G. Out of Class Pay. Employees assigned in writing by the Department Director or his or her designee(s) and approved by the City Manager to perform the duties of a higher paid position for more than a total of ten (10) consecutive working days shall be paid for all such work, retroactively to the first day of the assignment, five percent (5%) of the employee's base salary.

H. Bilingual Premium Pay.

- (a) The City will pay an additional two hundred dollars (\$200) per month to any full-time employee who meets one (1) of the following criteria:
 - (i) Employee was hired through a recruitment that specifically stated "Bilingual required or preferred" as a job qualification. The successful applicant passed a written and oral exam testing fluency in Spanish.
 - (ii) A current employee who does not otherwise qualify for bilingual pay under this section will receive bilingual pay if the employee has passed a written and oral exam testing fluency in Spanish.
- (b) Part-time employees shall be entitled to bilingual pay on a prorated basis based upon the budgeted FTE of the position.
- (c) An employee eligible for bilingual pay will not lose such pay during absences. Employees eligible for bilingual pay will receive bilingual pay so long as the City determines that use of such skills in the performance of duties is significant or necessary. Upon the City's determination that use of such skills in the performance of duties is no longer significant or necessary, no bilingual pay will be paid commencing the pay period following the written determination, with a copy to the employee.

Oral and written testing qualifications will be at the discretion of the City based on the operational needs.

ARTICLE 7: RETIREMENT

- A. Oregon Public Employee Retirement System ("PERS").
 - 1. For purposes of this Section 7A, "employee" means an employee who is employed by the City and is covered by the provisions outlined in ORS Chapter 238.
 - 2. Retirement Contributions. On behalf of employees, the City will continue to participate in and make contributions to PERS. The City does not "pick up" the six

percent (6%) employee contribution to the Public Employees Retirement Fund.

- B. Oregon Public Service Retirement Plan Pension Program ("OPSRP") Members.
 - 1. For purposes of this Section 7B, "employee" means an employee who is employed by the City on or after August 29, 2003, and who is not eligible to receive benefits under ORS Chapter 238 for service with the City.
 - 2. Retirement Contributions. The City will make contributions to OPSRP in accordance with ORS Chapter 238A. The City does not "pick up" the six percent (6%) employee contribution. Contributions to Individual Account Programs will be made in accordance with the law.

ARTICLE 8: HEALTH & WELFARE

- A. Plans Offered. The City shall provide full family medical, dental and vision coverage for the life of this Agreement through CIS regence Copay Plan E RX7 and CIS Delta Dental II, if available or a substantially comparable plan. The alternative plan available to employees is the Kaiser Copay Plan B with prescription, vision, and dental coverage. Willamette Dental Plan A is also available.
- B. Premium Contribution. The City will contribute ninety percent (90%) of the cost of the employee's monthly health care premium and the employee will contribute ten percent (10%).
- C. Medical/Dental Insurance Part-Time Employees
 - Part-time employees who work at least half time (1/2) may elect insurance coverage, and the City will contribute pro-rata based on hours worked.
- D. The City shall provide Long Term Disability, Accidental Death and Dismemberment, and Life Insurance without cost to the employees.

ARTICLE 9: HOLIDAYS

- A. All regular employees of the City shall be entitled to the holidays listed below with pay.
 - 1. New Year's Day
 - 2. Martin Luther King Jr.'s Day
 - 3. Presidents' Day
 - 4. Memorial Day
 - 5. Juneteenth
 - 6. Independence Day
 - 7. Labor Day
 - 8. Veterans' Day
 - 9. Thanksgiving Day

- 10. The Day after Thanksgiving Day
- 11. Christmas Day

Three (3) personal days per fiscal year, which days must be used during the fiscal year in which they accrue – these are not cumulative. Personal days not used will expire on June 30 of each year. New employees hired between July 1 and December 31 shall be credited with three (3) personal days. New employees hired between January 1 and June 30 will receive one and one half (1 1/2) personal days.

Part-time employees shall be entitled to the holidays on a prorated basis based upon the budgeted FTE of the position.

- B. If any such holiday falls on a Sunday, the following Monday shall be observed as the holiday. If any such holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Holiday benefits under this Agreement relate to the day of holiday observation.
- C. In the event the Congress or the President of the United States and the Legislature or Governor of the State of Oregon declares that a new legal holiday shall be observed, the City and the Union shall bargain concerning this Article.
- D. Holidays which occur during vacation or sick leave shall not be charged against such leave.
- E. If the City and an employee agree that the employee will work on a holiday, they may agree to substitute a floating holiday, to be used sometime over the next three (3) months following the holiday worked.
- F. Employees on an alternate work schedule may flex their schedule or use vacation, personal holiday, or compensory time.

ARTICLE 10: VACATION

A. Vacation Accrual – Represented Full Time Employees: Employees shall accumulate vacation in the following manner:

Years of Service	Hours of Vacation	Weeks Per Year	Days Per Year
	Per Month		
0 through 3	8	2.4	12
4 through 9	11	3.3	16.5
10 through 15	14	4.1	21
16 through 19	15.67	4.8	23.5
20 +	16.67	5	25

Part-time employees shall accrue vacation leave on a prorated basis based upon the budgeted FTE of the position. Vacation leave maximum accrual shall also be prorated. The

- date of original hire shall be used for calculating accrual rates.
- B. Eligibility. New employees shall not be eligible for vacation leave during their first six (6) months of employment, although vacation leave shall accrue from the beginning of employment. One (1) week of vacation may be taken after satisfactory completion of six (6) months of employment.
- C. Maximum Accrual. Employees may accrue up to 300 hours of vacation leave with pay prorated for part time employees. When an accrual reaches 300 hours for any employee, no further vacation hours shall accrue until the employee uses them, thereby creating room under the cap. New employees shall not be eligible to use vacation leave during their period of probation.
- D. Required Use. Employees shall be required to take at least forty (40) consecutive work hours of vacation per year; paid holidays that occur during approved vacation leave do not count toward the forty (40)-hour requirement. Based upon a prorated calculation, part-time employees shall be required to take one (1) consecutive week of accrued vacation leave.
 - 1. Vacations shall be granted for the time requested by the employee provided this does not conflict with the needs of the City.
 - 2. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority who has chosen vacation leave by April 1 shall be given preference.
 - 3. The City will approve or deny requests for vacation leave made after April 1 on a first come first served basis.
- E. Management of an employee's time off balance is the employee's responsibility. Special arrangements will be made on a case-by-case basis to accommodate employees whose approved vacation leave was canceled by the City. When vacation was canceled by the City, the cap shall be temporarily waived on accrual limits for a reasonable amount of time until the employee is allowed to take vacation.
- F. Any employee who is requested to and does work during their vacation period shall be paid for regular work hours at the rate of time and one-half (1 1/2) of their regular rate and for overtime hours at a rate of two and one-half (2 1/2) time their regular rate of pay. In addition, the employee's vacation (with pay) shall be rescheduled to any future period the employee may request.
- G. Any employee who is laid off, discharged, retired, or separated from the service of the employer for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he or she has accumulated at the time of separation.
- H. Statements of vacation accruals shall be supplied monthly to each employee.

I. If a holiday occurs during the calendar week in which a vacation is taken by an employee, that day shall be charged to holiday and not vacation.

ARTICLE 11: SICK LEAVE

- A. All full time City employees shall earn sick leave with full pay at the rate of eight (8) hours for each calendar month of service. Such leave shall accrue from the date of employment. Such leave shall not be accumulated in excess of one thousand one hundred twenty (1120) hours. Part-time employees shall accrue sick leave on a prorated basis based upon the budgeted FTE of the position. Sick leave maximum accrual shall also be prorated.
- B. Employees may use sick leave for any purpose permitted for the use of sick leave in Oregon's Sick Time Act. See Appendix B attached to this Agreement for a list.
- C. An employee who is unable to report to work because of the need to use sick leave shall report the reason for the absence to the employee's supervisor if available as soon as practicable prior to the start of the employee's shift. If the supervisor is not available, the employee shall call and notify the supervisor's office. In case of extended illness or injury, the employee shall call his or her supervisor at least once per week to update the supervisor as to the expected length of the employee's leave. The Department Manager may require from the employee medical verification of the need to use sick leave from a health care provider who is qualified to treat the illness or injury that is the basis for the leave, at the City's expense, if the City has reasonable grounds to suspect that the employee is abusing sick leave or if the leave exceeds three (3) consecutive work days.
- D. Abuse of the sick leave benefit may be cause for discipline or discharge.
- E. Unused sick leave shall not be compensated for in any way except as provided in ORS 238.350 that accumulated unused sick leave will be reported to PERS to increase benefits at time of retirement in accordance with PERS sick leave fold-in statutes.
- F. Sick leave shall be charged for actual time away from the job in 15-minute increments. Each employee shall be provided with a monthly report of his/her accumulated sick leave.
- G. Sick Leave Donation Employees are eligible to request sick leave donations pursuant to the City's policy.

ARTICLE 12: LEAVES OF ABSENCE

- A. Leave Request. Employees may request a leave of absence with or without pay in addition to entitlements for the purposes specified in this Article. Each request shall be reviewed by the Human Resources or his/her designee on its merits and on the basis of the guidelines provided in this section.
- B. Bereavement Leave. In the event of death in an employee's immediate family or immediate household, the employee shall be granted up to three (3) days leave of absence with full

pay. If the funeral/memorial service will be held more than two hundred fifty (250) miles from the City, the employee shall be granted up to two (2) additional days for travel and personal considerations without loss of pay. Thereafter, additional bereavement leave may be granted as allowed under OFLA or Paid Leave Oregon and will be unpaid or paid by the use of existing leave accumulations. This leave is noncumulative. In the event of an employee's funeral, fellow employees will be granted up to four (4) hours of paid time off work as necessary in order to attend the funeral services, subject to operational needs of the City.

- C. Witness/Jury Duty Leave. The City shall grant leave with pay to an employee duly summoned for jury duty or subpoenaed as a witness when his or her testimony is required by the employee's job duties. Witness or jury duty leave will not affect vacation or sick leave accruals. Each employee shall deliver to the City all witness fees and fees for jury duty paid to him or her.
- D. Military Leave. A member of any U.S. military service, the National Guard or a reserve component of the Armed Forces of the United States or of the United States Public Health Service shall be entitled to a leave of absence from City service for a period not exceeding 21 work days in any one (1) calendar training year for training and reserve duty. Such leave shall be granted without loss of time, pay or other leave. Employees shall have all other rights of military service members granted by Oregon and federal law.
- E. Conference/Convention Leave. Decisions concerning attendance at conferences conventions or other meetings at City expense shall be made by the Department Manager with the approval of the City Manager. Permission may be granted on the basis of an employee's participation in or the direct relation of their work to the subject matter of the meeting. Members of professional societies may be permitted to attend meetings of their society when such attendance is considered to be in the best interest of the City.
- F. Temporary Leave. Leaves of absence for a limited period, not to exceed thirty (30) days, may be granted for any reasonable purpose. Such leaves will be unpaid or paid by the use of existing leave accumulations at the choice of the employee, and may be extended or renewed upon approval of the City Manager.
- G. Union Leave. Employees elected or selected by the Union to an office or position which takes them from their employment with the City, at the written request of the Union, may be granted unpaid leave of absence not to exceed five (5) consecutive days per absence.
- H. Parental/Family Leave. Unpaid leave may be taken pursuant to state and federal law and shall run concurrently.

ARTICLE 13: TRAINING

A. Training. Training will be defined as training that is required by state law or specialized training for job assignments as directed by the Department Head or his/her designee.

- 1. All reasonable related expenses mutually agreed upon before the employee leaves for any mandatory training shall be paid by the City. Such reasonable expenses shall include but not be limited to:
 - a. Course or seminar fees and/or tuition;
 - b. Required books, course materials, etc.; and
 - c. Meals, lodging, and travel (if travel is by automobile, use of City vehicle or mileage for personal vehicle) per guidance from the Internal Revenue Service.
- 2. The Department Manager shall endeavor, subject to reasonable operating needs, to distribute mandatory training funds equitably among all department employees.
- 3. The City may approve voluntary training to be attended by employees on whatever basis the City and the employee agree upon. Once the City has approved voluntary training for an employee, the employee is expected to put forth the time and effort necessary to complete the training. Failure to do so could result in appropriate corrective disciplinary action.
- B. Education Assistance. The City of Cornelius provides training and education opportunities for its employees, recognizing the benefits of a well-trained and properly educated work force.

Educational assistance will be available to employees if the education is directly related to the employee's position and if it is expected to (a) increase the employee's knowledge within the duties expected of the position, or (b) qualify the employee for advancement.

- 1. Employees must obtain prior approval from their Department Manager and the City Manager and will be reimbursed at one hundred percent (100%) for tuition at a grade "C" or above for community college classes, seminars, workshops, bachelor and advance degree programs to a maximum of one thousand five hundred dollars (\$1,500) per employee per fiscal year if funds are available.
- 2. Classes must be taken outside the employee's normal working hours. If the class is only available during normal working hours, arrangements must be made with the immediate Department Manager and City Manager prior to enrollment.
- 3. The City will budget a minimum of one thousand five hundred dollars (\$1,500) in the General Fund and one thousand five hundred dollars \$(1,500) in the Street and Utility operating funds for tuition reimbursement unless competing priorities dictate otherwise in the opinion of the City Council.
- 4. When training, which is directly related to the job, which is voluntary is taken at an educational institution, the City may consider requests to pay tuition, fees and books in advance based on conditions the City may establish case-by-case. If the

course is not completed with a "C" or better, or if other conditions are not met, the City may recoup the money advanced by payroll deduction.

- C. Employees are expected to demonstrate a commitment to the City by continuing employment for at least twelve (12) months after tuition reimbursement. If employment is terminated, for any reason, within twelve (12) months of tuition reimbursement, employees will reimburse the City and authorize payroll deduction for the amount of reimbursement to a maximum of one thousand five hundred dollars (\$1,500).
- D. The City, in its sole discretion, may provide employees with external training to achieve their Commercial Driver's License (CDL). Employees who participate in the training program will be expected to remain employed by the City for four years following such training. To the extent an employee leaves the City prior to the expiration of four years, the employee shall have the following percentage costs of training deducted from their final paycheck"

Year 1	100%
Year 2	75%
Year 3	50%
Year 4	25%

This provision shall not apply to employees who are laid off for lack of work, employees who resign or retire for medical reasons, or employees who retire. The City Manager, in their discretion, may waive payment when extenuating circumstances so require.

ARTICLE 14: CLOTHING/CLEANING

A. The City shall provide any uniform items required for the position, including but not limited to shirts, jackets, vests, coveralls, gloves, safety glasses, rain gear, steel toed rubber boots, hats and necessary replacements. The City shall provide an annual stipend of five hundred dollars (\$500) for the purchase of safety shoes or boots to each employee in the classifications below, if needed for the position.

Utility Maintenance I
Utility Maintenance II
Facilities Maintenance I
Facilities Maintenance II
Fleet Technician
Water Technician
Engineering Technician
Parks Maintenance I
Parks Maintenance II

This stipend will be provided on the first payroll of the fiscal year, typically July 15th. This may be a taxable benefit per applicable IRS regulations. Employees hired after July 1st will receive a prorated stipend based on the number of months remaining in the fiscal year.

B. The City shall launder uniforms for each employee as per OR-OSHA regulations.

ARTICLE 15: PROBATION

A. Probationary Period.

- 1. All original appointments shall be tentative and subject to a probationary period of six (6) months of service. At or about the three (3)-month anniversary of employment, the employee shall receive an initial written performance evaluation. Upon agreement by the City and the Union, probation may be extended up to six (6) additional months. Time spent on extended leave (leave greater than two (2) consecutive weeks) does not count towards the six (6) months of service required to complete the probationary period. Probation shall end only upon receipt of a written performance evaluation indicating satisfactory or better. If a written evaluation is delayed more than one (1) month, the employee will have been deemed to have passed the probationary period.
- 2. Upon satisfactory completion of the probationary period as judged by the City in a written performance evaluation, the employee shall be considered as having demonstrated qualifications for the position, shall gain regular status, and shall be so informed in writing through the supervisor. Upon attaining regular status, the employee shall be so informed in writing concerning eligibility for a step increase.
- 3. During the probationary period, an entry probationary employee may be terminated at any time without appeal and without recourse to the grievance and problem solving process of this Agreement. In this event of termination, neither the probationary employee nor the Union may use the grievance procedure on behalf of the probationary employee.

ARTICLE 16: SENIORITY AND HIRE DATE

- A. Seniority shall be determined by the employee's length of continuous service within the bargaining unit since the last actual date of hire by the City plus time spent in unsuccessful probation in a promotional position in the City. Part-time employees will accrue seniority on a pro rata basis by which each eight (8) hours of work shall be counted as one (1) day of service. Time spent on approved leave up to a maximum of one (1) year shall not constitute a break in seniority. Employees on military leave continue to accrue seniority for the duration of the leave. "Length of continuous service" shall not be broken by layoff which ends in recall to a City position.
- B. Ties in seniority shall be broken by lot.
- C. For employees hired before July 1, 2001, the employee's anniversary date shall be as if he/she were hired on the first day of the month.

- D. The anniversary date for an employee hired after July 1, 2001, and between the first and fifteenth day of the month will be considered the first day of that month. The anniversary date for an employee hired between the sixteenth and last day of the month will be considered the first day of the following month.
- E. Should a bargaining unit member be placed in an interim management position, seniority would continue to accrue until such time that the employee is moved back into the bargaining unit or the interim status is changed to permanent.
- F. A bargaining unit member promoted into management may bump back into the bargaining unit for up to but no longer than six (6) months following the promotion into the management position. Time in management service will be excluded from bargaining unit seniority calculation.

ARTICLE 17: PROMOTION AND TRANSFER

- A. Promotion is the change of position for an employee from a position in one (1) class designation to a position in a class assigned to a higher salary range.
 - 1. Any job vacancy may be filled by promoting qualified employees within the City service. The City may recruit and appoint applicants from outside the City service when there may be better-qualified applicants available outside the City service.
 - 2. All vacancies will be posted electronically via e-mail to all City employees in a manner sufficient to notify all potentially affected employees, and a hard copy shall be distributed to each department for posting on the department bulletin board.
 - 3. The appointment to fill a vacancy shall be made on a competitive basis utilizing criteria established by the City. Subject to ORS 408.225 to ORS 408.237, (Oregon's Veteran's Preference in Public Employment statute) where qualifications and ability are equal, seniority within the City service shall be the determining factor.
 - 4. Promotional probation appointments shall be for six (6) months, during which time, the City may return or demote the promoted employee to his/her former position for reasons that are not arbitrary or capricious. During the promotional probationary period the employee may elect to return to their previous position. If the employer or employee exercises the options above and further staff movements are necessary, there shall be sequential downward bumping in reverse order of that which filled the open position created by the promotion addressed in this paragraph. These demotions shall occur without recourse to the grievance and problem solving process of this Agreement.
 - 5. By mutual agreement between the City, the employee and the Union, on a non-precedent setting case-by-case basis, the promotional probationary period may be extended for a time period up to an additional six (6) months.

- 6. At or about three (3) months following promotion, the employee will be given a written performance evaluation.
- B. Transfer is a change of an employee from one (1) position to another in the same class or to a position in a comparable class within the City service.
 - 1. Requests from employees for transfers from one department to another shall be made in writing and shall be directed to the employee's present Department Manager and referred to the appropriate Department Manager and the appointing power.
 - 2. Requests for transfer shall be given consideration when a suitable vacancy occurs; however, no employee shall be transferred to a position for which he/she does not possess the minimum qualifications. No requests for transfer under this section will be denied for arbitrary or capricious reasons.

ARTICLE 18: LAYOFF AND RECALL

- A. Employees shall be laid off in reverse order of their seniority within each department and by classification.
- B. Temporary employees will not be used to fill laid off bargaining unit positions. All temporary and probationary employees shall be laid off before any permanent bargaining unit employees are laid off within the same classification. This does not apply to seasonal employees. A seasonal employee is an employee who is employed to fill authorized positions for a limited duration to perform seasonal work during the seasonal periods, March 1 to September 30, and October and November by mutual agreement.
- C. A layoff is defined as a separation from the City due to the reduction or elimination of a position. All affected employees and the Union shall be given written notice of layoff at least thirty (30) calendar days before the effective day, stating the positions to be laid off. The parties will then meet within ten (10) working days of receipt of layoff notice to identify the options. The parties will then meet again within ten (10) working days of the previous meeting to complete the process, or within such other times as the parties mutually agree.

Employees shall have the following options:

- 1. Accept the layoff;
- 2. Request assignment to a vacant position within the department for which they possess the necessary qualifications;
- 3. Displace the employee with the lowest seniority in the same classification and department in the City if the employee is qualified for the position;
- 4. Displace the employee with the lowest seniority in another classification in the

same department if the employee is qualified for the position; or

5. Displace the employee with the lowest seniority in the City in a classification in which the employee has prior service.

D. Qualification

1. The qualification of an employee to bump shall depend on that employee's current possession of required certifications and the knowledge, skill and ability to perform the job at a satisfactory level of performance with minor on-the-job orientation. If the City finds the employee is not satisfactorily performing the job duties, the employee may be laid off and replaced with the employee displaced from that position. The laid off employee will be placed on the layoff list.

E. Placement

1. Employees who displace an employee in a lower pay range shall be paid the salary closest to their current salary in the pay range of the displaced employee.

F. Recall

- 1. Employees who are laid off shall be placed on a layoff list by classification from which the employee is laid off. Employee shall be recalled by email notice to the employee's personal email address and mail to available vacancies in positions from which they were laid off in seniority order beginning with the employee with the highest seniority. An employee shall remain on the recall list for twelve (12) months.
- 2. Reappointment or failure of the employee to accept by reply email or by mail the former position from which the employee was laid off shall result in the employee's removal from the layoff list and the end of his or her right to recall. The employee will have seven (7) calendar days to accept the City's notice of reappointment by reply email or mail. An employee recalled to a position other than that of layoff may opt to remain on the layoff list for the possibility of being recalled to the position from which he or she was laid off without losing the right of recall.
- 3. All employees on the layoff list have priority over outside hiring provided the employee is fully qualified and can perform the duties of the job in the same or in a lower classification.
- 4. Upon recall to any position in the City a recalled employee shall have restored all accruals of previously unused sick leave, and shall be entitled to credit for service for purposes of the rate at which vacation hours accrue and longevity.
- 5. If recalled to a different position in the same classification or in a different classification, then the employee shall be placed on probation for six (6) months.

The employee will be placed at the step and range closest to that held when laid off. For the purpose of a step increase in wages, a new anniversary date will be established as the date of return to work.

- 6. If recalled to the former position, the employee will serve no probation period. The employee will return to the same range and step as when laid off and will have a new anniversary date for purposes of step increases.
- 7. Employees on layoff must keep the City informed of their most current mailing address, email address and telephone number during the period of layoff. Failure to do so results in forfeiture of any entitlement under this Agreement to recall or return to work.

ARTICLE 19: PERSONNEL FILES

- A. Each employee shall have the right, upon request, to review and obtain copies of the contents of their personnel file, exclusive of materials received prior to the date of their employment by the City. The official personnel file shall be maintained by Human Resources or their designee. There will be no copy charges for the first set of copies obtained in each contract cycle. Copy charges for additional copies requested in the same contract cycle shall be at the cost for photocopies charged by the City to the public.
- B. Employee personnel records shall be considered confidential and shall be accessible only to the employee involved, or their designee, and/or selected City officials authorized by the City Manager. This restriction shall not limit City use of the record as necessary or disclosure as required by law.
- C. No portion of the employee's file shall be reproduced without the written consent of the employee, or otherwise in any manner unless required by the City's needs or by Oregon law.
- D. Each employee shall read and sign any derogatory or critical material that is placed in their personnel file, including employee evaluations, written reprimands, suspensions or discharge, and shall be given a copy of the same. Signing does not necessarily indicate agreement. If an employee refuses to sign or is absent from work, that fact shall be attested to in writing on the document when it is placed in the file. An employee may respond, in writing, to any item placed in such personnel file, and the response shall be factual and shall be attached to the item responded to.
- E. Written reprimands or other derogatory materials shall be purged from the file after satisfactory performance for an adequate period as determined by the City. This does not apply to disciplinary suspensions and more severe discipline. Purged materials shall be retained in a separate system of records for purposes of the City unrelated to enhancing discipline or employee performance or qualification assessments.

ARTICLE 20: EMPLOYEE EVALUATIONS

- A. As part of the City's personnel system, each employee shall be evaluated in writing upon completion of their probationary period and at least once a year on or before their anniversary date.
- B. An employee may provide a written response to an evaluation. The response shall be a factual statement relating to the content of an evaluation and shall be maintained with the original evaluation in the employee's personnel file.
- C. An employee shall receive a copy of any written employee evaluation report. If an employee wishes to file a factual statement, it must be filed within fifteen (15) work days following receipt of the evaluation by the employee. Performance evaluations are not subject to the grievance procedure. If an employee receives a less than satisfactory review and is denied a step increase, then the City shall continue to evaluate performance in writing at three (3) month intervals until performance deficiencies are corrected or the City determines that it must take disciplinary action. Unsatisfactory evaluations may be grieved based solely on accuracy of the facts specifically alleged of the employee's performance.

ARTICLE 21: DISCIPLINE AND DISCHARGE

- A. Discipline. Forms of discipline may include oral or written reprimands, suspension, demotion, temporary reduction in pay steps, and termination but are not limited to these forms. Bargaining unit employee shall be disciplined except for just cause. Disciplinary action imposed upon an employee, except oral reprimands, may be protested through grievance and arbitration. Disciplinary action which results in a loss in employee compensation may be protested directly to Human Resources as specified in Article 22, Section B. 1 of this Agreement. Discipline shall be imposed in a manner which will not embarrass the employee before other employees or the public.
- B. Procedure. If the City determines there may be just cause for economic discipline, the City shall deliver to the employee and the Union a written notice of potential discipline, stating the principal grounds for such action, the general facts upon which potential discipline is based, and the range of discipline under consideration. The employee shall be permitted an opportunity to offer explanation, defense, and mitigation to the decision maker before the discipline is imposed. Grievances of the discharge of an employee shall be directed to Human Resources as specified in Article 22, Section B. 1 of this Agreement.
- C. Probationary Employees. This Article shall not apply to any employees on initial probation under the terms of this Agreement.

ARTICLE 22: PROBLEM RESOLUTION PROCESS

A. Except as specified elsewhere in this Agreement, all disputes concerning matters covered by this Agreement will be resolved through this process.

- 1. If an employee, group of employees, or the Union believes that a problem exists, the employee, group of employees, or Union shall notify the appropriate supervisor of the problem and the affected parties. Such notification must be in writing and must occur within fifteen (15) calendar days of the actual occurrence which gave rise to the problem or within ten (10) days of the date that the employee should have reasonably known of the problem.
- 2. The supervisor, affected employee(s), and a Union representative will meet no later than fifteen (15) calendar days after notice of the problem to make a good faith attempt to resolve the problem informally. To encourage the informal resolution of disputes, the positions of the parties and any suggested settlement during the informal resolution process will not affect the rights of the parties if the dispute results in a formal grievance.
- 3. For purposes of this Article, the appropriate supervisor is defined as the lowest level supervisor/manager delegated authority by the City to deal with the specific problems or concerns in question.
- 4. If a solution is reached at this or a subsequent meeting, it shall be reduced to writing, signed by all parties involved in the discussion, with a copy sent to Human Resources and the Union. If a solution is not reached, a grievance may be filed.

B. Grievances.

- 1. If a dispute is not resolved by the process outlined Section A of this Article, the Union may file a formal grievance with Human Resources or his or her designee.
- 2. The grievance must be filed within fifteen (15) calendar days of the final meeting or when the Union is in receipt of a notice of disciplinary action involving suspension, demotion, loss of vacation accruals, temporary reduction in pay steps or discharge as specified in Article 21. Formal grievances must be in writing and must contain the Article violated, the date it occurred, the remedy sought, and general facts of the cause. Formal grievances must be presented to Human Resources or their designee; provided, however that their designee shall not be the person who took the action which is the subject of the grievance. Human Resources or their designee will then consider the grievance and respond in writing within fifteen (15) calendar days of the delivery of the grievance.
- 3. If the Union does not accept Human Resources written response, it must provide notice of its intent to arbitrate the grievance under Section C of this Article. The Union must provide the notice of intent to arbitrate to the City within fifteen (15) calendar days of receipt of the City's written response specified in Section B(2) of this Article.
- 4. Failure to submit a grievance to Human Resources or designee within the time limits established in this section will constitute a waiver of a party's right to under

this Article to advance the grievance to arbitration, unless the parties mutually agree to extend the time limits.

C. Arbitration.

- 1. After either party has indicated its desire to take a grievance to arbitration, it shall jointly request the Employment Relations Board for a list of names of seven (7) arbitrators.
 - a. The parties shall select an arbitrator from the list by such method as they may jointly elect or, if they are unable to agree on such method, then by lot to strike the first name and proceed alternately in that order until the final name is left on the list who shall then be the arbitrator.
 - b. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.
- 2. The arbitrator's decision shall be final and binding, but they shall have no power to alter, modify, add to or detract from the terms of this Agreement, nor to judge the reasonableness of any work rule or employment policy related to the grievance.
- 3. The arbitrator's decision shall be within the scope and terms of Agreement and shall not expand this Agreement or diminish the parties' rights and prerogatives. The decision shall be in writing and submitted to the parties not later than thirty (30) calendar days after the close of the hearing.
- 4. The arbitrator's fee and expenses shall be borne by the losing party.

ARTICLE 23: NO STRIKE

- A. During the life of this Agreement, the Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, slow down, picketing or any other restriction of work. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaging in a violation of this Article.
- B. In the event of a strike, work stoppage, slow down, picketing, observation of a picket line or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification make a reasonable attempt to secure an immediate and orderly return to work.

ARTICLE 24: OUTSIDE EMPLOYMENT

A. The employee shall be able to work in other jobs outside City employment so long as such

jobs do not present a conflict of interest, affect the performance of their work duties for the City or subject the City or City employees to public criticism. The employee shall notify the Department Manager and receive prior approval before entering into outside employment. Such approval shall be granted or denied solely on the limitations of this Article and shall not be unreasonably denied.

ARTICLE 25: SAFETY

A. The City and employees agree to abide by federal and state safety regulations per Oregon Administrative Rules. Safety and health issues should be brought to the attention of the City Safety Committee.

ARTICLE 26: LABOR MANAGEMENT COMMITTEE

- A. The City and the Union shall each appoint not less than two (2) and no more than four (4) members to a labor management committee (LMC) for the bargaining unit.
- B. The LMC shall meet when requested by either party at mutually convenient times and places to discuss any matters pertinent to maintenance of good City-employee relationships. Each party shall advise the other at least seven (7) calendar days prior to such a meeting of the meeting and the subjects to be discussed. The LMC may issue such recommendations to the Union and to the City as are appropriate.
- C. The LMC is a non-bargaining discussion forum. The purpose of the LMC is to discuss those issues which impact both the bargaining unit and the City that are mutually agreeable to the parties. For example, the LMC may collaborate on the annual holiday luncheon. The parties may create such subcommittees as are deemed appropriate. The composition of the LMC and any sub-committee will be determined by mutual agreement. The LMC and the sub-committees, if any, may issue such recommendations of the Union and to the City as are appropriate.

ARTICLE 27: MID-TERM CHANGE

A. In the event the City elects or is compelled to change the status quo on a mandatory subject of bargaining, the parties agree that the bargaining requirements of Oregon law shall be complied with. The City shall provide written notice of the change to the Union; the Union may demand to bargain concerning the impacts of the change by delivering to the City Manager's Office written notice of its demand to bargain within fourteen (14) calendar days of its receipt of the City's notice, and if it does so, the parties shall meet to bargain in accordance with ORS 243.698. If ORS 243.698 is amended, either party may re-open this Article to bargain into conformity with Oregon law as amended. The notice required by this Article may be on paper and/or in an email delivered to Oregon AFSCME Council 75 and to the President of Local 3786-2.

ARTICLE 28: FUNDING

A. The parties recognize that revenue needed to fund wages and benefits provided by this Agreement must be approved annually by established budget procedures and in certain circumstances by vote of the citizens of the City. All such wages and benefits are therefore contingent upon sources of revenue and where applicable, annual voter budget approval. The City guarantees it will pay the wages and benefits agreed upon in this Agreement, but does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget amounts sufficient to fund the wages and benefits provided in this Agreement.

ARTICLE 29: SAVINGS CLAUSE

A. Should any Article, section, provision, or portion thereof of this Agreement be held unlawful or unenforceable by the Oregon Employment Relations Board, by any court of competent jurisdiction or become unlawful through a change in applicable state or federal statute, only the specific Article, section, provision, or portion thereof will be invalidated. The remainder of the Agreement will still be given full force and effect and remain binding on the parties. The parties agree to meet promptly in order to bargain replacement language for any part of this Agreement that is held to be unlawful.

ARTICLE 30: DURATION

- A. This Agreement shall commence upon execution and remain in full force and effect until June 30, 2027.
- B. Either party must notify the other party, in writing, no later than February 15, 2027 of its intention to negotiate a successor agreement, in which event the negotiations shall begin no later than thirty (30) days after delivery of said notice.

IN WITNESS WHEREOF the parties hereto have set their hand this day of August, 2024.

City of Cornelius Employee Union AFSCME Local 3786-2	City of Cornelius
Laura Christy, Bargaining Team	Peter Brandom, City Manager
Rowland Donker, Bargaining Team	Ellie Jones, Assistant City Manager
Casey Jennett, AFSCME	Ashley Driscoll, City Attorney

Appendix A – Salary Schedule 2024-2025

		Base Pay Performance-Based Steps - Proposed (7% per grade, 3% per step)										
Grade	Job Titles	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8			
A3	Public Works Support Specialist I	4,241	4,368	4,499	4,634	4,773	4,916	5,063	5,215			
A4	Library Support Specialist I Parks Maintenance Worker Utility Maintenance Worker I Accounting Technician Public Works Support Specialist II	4,537	4,674	4,814	4,958	5,107	5,260	5,418	5,580			
A5	Library Support Specialist II Engineering Technician Public Safety Support Specialist Permit Specialist Public Works Support Specialist III	4,855	5,001	5,151	5,305	5,464	5,628	5,797	5,971			
A6	Facility Maintenance Technician Fleet Maintenance Technician Utility Maintenance Worker II Water Technician Library Support Specialist III	5,195	5,351	5,511	5,677	5,847	6,022	6,203	6,389			
A7	Accountant	5,559	5,725	5,897	6,074	6,256	6,444	6,637	6,836			
A8		5,948	6,126	6,310	6,499	6,694	6,895	7,102	7,315			
A9	Senior Planner	6,364	6,555	6,752	6,954	7,163	7,378	7,599	7,827			

Longevity		Longevity Steps at 1% per step										
Grade	Job Titles	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8			
AL3	Same as above	5,505	5,560	5,615	5,671	5,728	5,785	5,843	5,902			
AL4		5,890	5,949	6,008	6,068	6,129	6,190	6,252	6,315			
AL5		6,302	6,365	6,429	6,493	6,558	6,624	6,690	6,757			
AL6		6,743	6,811	6,879	6,948	7,017	7,087	7,158	7,230			
AL7		7,215	7,288	7,360	7,434	7,508	7,583	7,659	7,736			
AL8		7,720	7,798	7,876	7,954	8,034	8,114	8,195	8,277			
AL9		8,261	8,343	8,427	8,511	8,596	8,682	8,769	8,857			

Appendix B – Purposes for Which Sick Leave May Be Used

Employees are entitled to use the City's sick leave benefit for the following purposes. Reference to "family member" means the spouse of an employee, the biological, adoptive, step or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee, the sibling or sibling in-law of the employee, the legal ward of the employee living in the employee's household or a person with whom the employee was or is in a relationship of in loco parentis.

- For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventive medical care.
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
- To care for a family member with a serious health condition.
- To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
- To care for a child of the employee who is suffering from a non-serious illness, injury or condition.
- To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
- For certain public health emergencies including closure by a public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.

						Currer	nt Salary	y R	ange					
						w/COI	A & Ste	еp		New Comp Study				
Last Name	First Name		_	Current Step	Current Salary 7/1	Grade 7/1/24	Step 7/1/24		alary /1/24	Grade 7/1/24	Step 7/1/24	Salary 7/1/24		
Martinez	Carlos	A9	1	4	6,191	A9	4	1	6,470	A8	4	6,499	A9 to A7	2 grades-move A7 7/25
Martinez	Erika	AL	.6	8	6,160	AL6	8	3	6,438	AL5	8	6,466	A6 to A4	2 grades-move A4 7/25
Franz	Tim	ALS	.9	8	7,545	AL9	8	3	7,885	AL9	1	7,905	same grade	
Godwin	Terry	AL	.6	8	6,160	AL6	8	3	6,438	AL5	8	6,466	A6 to A5	
Gregoli	Mark	A6	i	5	5,208	A6	5	5	5,443	A6	3	5,511	same grade	
Eisemann	William	A5	i	2	2,227	A5	2	2	2,328	A4	2	2,337	A5 to A4	
Elam	Crystal	A5	;	2	3,341	A5	2	2	3,491	A4	2	3,506	A5 to A4	
Martinez	Fernando	A6	i	2	4,767	A6	2	2	4,982	A5	2	5,001	A6 to A5	
Viana	Giovana	A5		2	3,341	A5	2	2	3,491	A4	2	3,506	A5 to A4	
Focht	Travis	A5	;	3	4,592	A5	3	3	4,799	A4	3	4,814	A5 to A4	
Lloyd	Blane	A5	;	7	5,163	A5	7	7	5,396	A4	7	5,418	A5 to A4	
Weekley	Carl	A5		2	4,454	A5	2	2	4,655	A4	2	4,674	A5 to A4	
Christy	Laura	AL	.8	7	6,983	AL8	7	7	7,298	AL7	7	7,329	A8 to A5	3 grades-Freeze A6 7/26
Aguilar Chave	Jorge	A5	;	3	4,592	A5	3	3	4,799	A4	3	4,814	A5 to A4	
Buchanan	Ashlee	A5	;	1	4,325	A5	1	1	4,520	A4	1	4,537	A5 to A4	
Donker	Rowland	AL	.6	8	6,160	AL6	8	3	6,438	AL6	1	6,453	same grade	
Dougherty	Tyler	A5		7	5,163	A5	7	7	5,396	A4	7	5,418	A5 to A4	
Hartmann	William	A6		3	4,908	A6	3	3	5,129	A6	1	5,195	same grade	
Mar-Parada	Noe	A5		4	4,726	A5	4	1	4,939	A4	4	4,958	A5 to A4	
Schneider	William	A5		3	4,592	A5	3	3	4,799	A4	3	4,814	A5 to A4	
Tallent	Conner	A5		4	4,726	A5	4	1	4,939	A4	4	4,958	A5 to A4	
VanDomelen	Andrew	A5		2	4,454	A5	2	2	4,655	A4	2	4,674	A5 to A4	
Guzman	Ana	A5		1	4,325	A5	1	1	4,520	A4	1	4,537	A5 to A3	2 grades-move A3 7/25
Patterson	Rachael	A8		1	5,295	A8	1	1	5,534	A7	1	5,559	A8 to A5	3 grades-Freeze A6 7/26
Rush	Susan	A8		8	6,512	A8	8	3	6,806	A7	8	6,836	A8 to A5	3 grades-Freeze A6 7/26