CITY OF DUNDEE
CITY COUNCIL MEETING
Fire Hall Community Room

Phone ***(503) 538-3922 ~ Fax (503) 538-1958***

Email: Dundeecity3@comcast.net Website: DundeeCity.org

The Mission of City Government is to provide essential, quality public services in support of the livability, safety and viability of the Dundee community.

JANUARY 3, 2017 7 - 9 PM.

Times printed are estimates. Actual time may vary.

1. Open Regular City Council Meeting

2. Pledge of Allegiance

3. Oath of Office Administered

4. Council President Election

5. Amendments to the Agenda, if any

6. Public Hearing:
   - 6.1 Locust Street Local Improvement District — Pages 1-14
   - 6.2 Resolution No. 2017-01, Locust Street LID Formation — Pages 15-18
     Action Required

7. Public Comment: Each speaker will be allowed up to 5 minutes to speak after being recognized by the Mayor. Out of courtesy for the speaker, please refrain from talking.

8. Consent Agenda: The following items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member (or a citizen through a Council member) so requests, in which case the item will be removed from the Consent Agenda and considered separately. If any item involves a potential conflict of interest, Council members should so note before adoption of the Consent Agenda.
   - 8.1 City Council Minutes, December 6, 2016 — Pages 19-30
   - 8.2 Financial Report Ending November 30, 2016 — Pages 31-52
     Action Required: Motion to Accept the Consent Agenda

9. Old Business:
   - 9.1 Bypass Project Update – Kelly Amador, ODOT
     Discussion
   - 9.2 Ordinance No. 553-2017, Recreational Vehicles — Pages 53-58
     Action Required
   - 9.3 Ordinance No. 554-2017, Vehicle Storage on Streets — Pages 59-62
     Action Required
   - 9.4 TE Sidewalk/Streetscape Project Funding Agreement — Pages 63-76
     Action Required

10. New Business:
    - 10.1 Tourism Committee Appointments — Pages 77-78
      Action Required

11. Council Concerns & Committee Reports

12. Mayor's Report

13. City Administrator Report

14. Public Comment: Each speaker will be allowed up to 5 minutes to speak after being recognized by the Mayor. Out of courtesy for the speaker, please refrain from talking.

15. Adjourn

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Pending Business:

1. Public Works
   - 1.1 Highway 99W Sidewalk/Streetscape
   - 1.2 Inflow & Infiltration Program
   - 1.3 Locust Street Waterline Replacement

2. Planning/Land Use
   - 2.1 Dundee Riverside Master Plan – Future Actions
   - 2.2 Exterior Lighting – Code Update/Street Light Standards
   - 2.3 Helipad Standards

3. City Council
   - 3.1 Update SDC Methodologies
   - 3.2 LID 2013-01 Final Assessment Ordinance
   - 3.3 Urban Renewal Plan

4. Parks & Trails
   - 4.1 Harvey Creek Trail Property Rehabilitation
   - 4.2 WWTP Nature Park Grant Application

5. Next Available Ordinance & Resolution No's.
   - 5.1 Ordinance No. 555-2017
   - 5.2 Resolution No. 2017-02

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting to the Assistant City Recorder at City Hall (503) 538-3922.

AGENDA REPORT

To: Mayor Russ and City Council

From: Rob Daykin, City Administrator

Date: December 28, 2016

Re: Public Hearing – Local Improvement District No. 2016-1

At the December 6 meeting, the Council adopted Resolution No. 2016-24, declaring its intent to form a local improvement district for construction of street and other public improvements on Locust Street from 7th Street to 8th Street, and to accept the City Engineer's report on the proposed improvements. Notice of the January 3rd public hearing on this issue was mailed to each property owner, published in the December 14th issue of the Newberg Graphic, and posted at City Hall. At the public hearing, the council will hear testimony on the proposed improvements and formation of a local improvement district to fund those improvements. If necessary, the council may continue the hearing.

The Engineer's Report provides background information, project cost estimates and preliminary assessment calculations. Attached is an additional drawing prepared by the City Engineer representing a cross-section of the proposed street improvement. This cross-section conforms to the Dundee Transportation System Plan and closely matches the existing roadway width on Locust Street from 7th to 5th. It is possible that driveway costs for the lots on the east side may be less if final design allows elimination of the culverts.

We received a number of questions regarding the proposed local improvement district and I included the following responses:

1. **How was this project initiated?** Staff reported to the council the property across from Fortune Park was determined by the City Planner to be comprised of six lots of record as part of the original Town of Dundee plat even though the County tax records shows it as one tax lot. The water line in that block was being decommissioned and there is no sewer main in that block to serve the six lots. Following consideration of the obligation of street improvements for Fortune Park that were deferred and the potential development of the unimproved industrial property abutting Eighth Street, the Council direct the City Engineer to prepare a report for street and utility improvements. Subsequently, the new owner of the six lots initiated discussions with the City for construction of six new residences and agreed to install the sewer main. The City also agreed to reimburse the developer for construction of a new water main in that block of Locust Street. The report presented at the December 6 meeting does not include costs related to water or sewer utilities.

2. **Which improvements that were required of prior land use decisions were deferred?** The decision of approval for the construction of Fortune Park included the deferral of three quarter street improvements along the frontage of the park property next to Locust Street. However,

CPRD legal counsel rejected our agreement terms and impasse was reached in further negotiations. Consequently, the City does not have an executed construction deferral agreement for Locust Street improvements with CPRD. The developer of the six lots of record was not required to construct street improvements per the Dundee Development Code. However, in order to receive building permits the owner executed construction deferral agreements for sidewalks and curbs along the street frontages of the lots. The executed construction deferral agreements for the six lots were recorded at the Yamhill County Clerk's office.

3. **Why only one block, why not continue the street improvement for greater efficiencies?** Locust Street from Fifth Street to Seventh Street is improved with curbs, a separated sidewalk on the west side, and an improved roadway width of 36 feet. It is anticipated that this segment of Locust Street will be bundled with the LID project to receive an asphalt overlay. Overlays are considered a maintenance treatment and this work is not included in the LID. Locust Street from Eighth Street to Tenth Street is narrow (about 19 feet), with drainage ditches and no sidewalks. The existing water line needs to be replaced and the updated Water Master Plan requires an upgrade to the existing water line on Eighth Street through the Locust Street intersection. Also, if sidewalks are added, the existing driveways would need to be improved to meet contemporary ADA standards. The decision on the scope of improvements and LID boundaries are the Council's; however, expanding the proposed boundaries at this time will require a new Engineer's Report on costs and preliminary assessments and notices will need to be provided to the owners for a future hearing.

4. **Can the Locust Street improvements be constructed privately to reduce costs?** The process provided in DMC Chapter 3.16 for the assessment of public improvements must comply with the provisions of the Oregon Public Contracting Code. DMC Chapter 3.20 provides for reimbursement of private development for public improvements that are constructed as a requirement of development. With a reimbursement district the construction is financed by the private applicant and reimbursement is obtained from the other private parties benefiting from the public improvements as a pass through payment to the City. Payment to the reimbursement district is only triggered by specific development events and has a life of ten years from date of formation (unless renewed by the Council for another ten year term). Since a single owner would not be required to construct the entire block for their specific development approval, it does not appear that the reimbursement district approach applies in this case. The City has adopted an exemption from competitive bidding for a certain class of public improvement contracts; however, prevailing wage laws and bond requirements for public improvements are still required. Legal counsel will advise the Council on the law regarding specific questions on the contracting of public improvements construction.

5. **What happens if a majority of the owners protest the formation of a local improvement district?** While some cities do provide for a process that if a certain percentage of owners provide written protest to the formation of a local improvement district then the formation is stayed for a specific time period; however, it is not a requirement of State law and is not a requirement in DMC Chapter 3.16. Following the opportunity for owners to testify and provide written objections at the hearing, the decision to proceed with formation is the Council's.

6. **What are the next steps if the local improvement district is formed?** The City Engineer will prepare a detailed plan set for procuring competitive bids. Prior to finalizing the bid document package the owners will be consulted to ensure the public improvements match the

development needs of the owners. For example, if an owner desires a new sewer lateral, then arrangements for its construction and assessment will be integrated in the plans. Once we construct a new street, there will be a prohibition on utility cuts for the first five years. A construction contract will be awarded by the Council and upon substantial completion of the improvements then the City will be able to identify costs and calculate the "final" assessment. Notice of the final assessment and the process for property owners may object to the final assessment will be provided at least ten days prior to the date for filing objections. Within 60 days of the filing date, the Council will review the written objections at a meeting and may elect to revise the assessments. Following review and disposition of objections, the Council may adopt an ordinance that sets the final assessments. Within ten days of adoption of the ordinance, a notice of assessment will be sent to the owner and the assessment will be published in the Newberg Graphic. Owners are required to either pay the assessment within 30 days of adoption of the ordinance or enter into an installment payment plan with the City.

7. What will be the terms of an installment payment plan? Terms of the installment payment plan will be established in the ordinance setting the assessments, including frequency of payment (semi-annual is typical), due dates, rate of interest, and an administrative fee. Applicants may make accelerated principal payments or pay off the balance early at any time. The City will send courtesy notices about 30 days prior to the due date, but it is the responsibility of the applicant to ensure timely payment. Payments received after the installment due date are subject to a penalty representing 5% of the installment due. Payments that remain unpaid 30 after the due date will require payment of the entire balance, including interest, fees and penalties.

Following the public hearing, the Council may direct a modification of the proposed improvement by revising the scope of the improvement, by reducing the area to be included in the local improvement district, or make such other modifications in the proceedings as it finds reasonable. Resolution No. 2017-01 was prepared should the council wish to proceed establishment of the local improvement district and the construction of the improvement. (Note: the resolution forming the local improvement district must be adopted within 60 days after the hearing)

Recommendation: Motion to adopt Resolution No. 2017-01, a resolution establishing the formation of Local Improvement District No. 2016-1 and ordering the construction of street and other public improvements on Locust Street from Seventh Street to Eighth Street.

Attachments:

- Notice of Intent and Hearing for Form a Local Improvement District
- Engineer's Report – December 6, 2016
- Locust Street Cross-section
- Resolution No. 2017-01

CITY OF DUNDEE, OREGON

NOTICE OF INTENT AND HEARING TO FORM A LOCAL IMPROVEMENT DISTRICT

NOTICE IS HEREBY GIVEN that the City Council of Dundee, Oregon has adopted Resolution No. 2016-24 to declare its intent of forming a local improvement district to construct street and other public improvements on Locust Street from Seventh Street to Eighth Street, and to assess costs of those improvements against the property in that district specially benefited thereby.

The engineer's report on the proposed improvements may be viewed at Dundee City Hall, 620 SW 5th Street, Dundee, Oregon from 8:30 am to 5:00 pm, Monday – Friday, or on the City's website at www.DundeeCity.org. The properties to be benefited and the estimated assessments are the following:

Assessor's Map/Tax Lot	Account Number	Property Owner	Improvement Cost	Estimated Assessment
3325CC 00401	555694	Chehalem Park & Recreation District	$ 53,758.14	$ 53,758.14
3325CC 01000	78203	Mark Colby	$ 38,398.67	$ 38,398.67
3325CC 01100	78267	ALR Brown & Associates LLC	$ 99,638.76	$ 99,638.76

The public hearing upon the proposed improvements will be held before the City Council at Dundee Fire Station, 801 N. Highway 99W, at 7:00 pm on January 3, 2017. The City Council will hear testimony and consider objections and remonstrances to the proposed improvements by any party aggrieved thereby.

Dated this 14th day of December, 2016.

Rob Daykin
City Administrator/Recorder

CITY of DUNDEE
Oregon

Locust Street
Local Improvement District (LID 2016-1)

Engineer's Report

December 6, 2016

Mayor
David Russ

City Council

Tim Weaver

Ted Crawford

Storr Nelson

Doug Pugsley

Jeannette Adlong

Kristen Svicarovich

Rob Daykin, City Administrator

Greg Reid, City Engineer

Locust Street Local Improvement District
Engineer's Report

Background

Chehalem Park and Recreation District constructed Fortune Park in 2012. Improvements to Locust Street adjacent to the park property were required as a condition of land use approval; however, the deferral of construction of those improvements was allowed since it appeared at the time that the grade of the improved street would be substantially different from the existing street grade. Fortune Park is a neighborhood park, which does not require restroom facilities or off-street parking. Fortune Park has an asphalt path that connects to Locust Street at the northeast and southeast corners of the park property and provides ADA accessible path to the playground area and picnic tables. There are no sidewalks in the block of Locust Street between 7th Street and 8th Street, although there is a separated sidewalk on the west side of Locust Street between 5th Street and 7th Street. The roadway width is substandard at 17 feet and there is a drainage ditch on the west side of the street. On the east side of Locust Street there are several low areas that receive run off, but it is not channeled or directed to the existing drainage ditch located on the north side of 8th Street. Locust Street is classified as a local street per the Dundee Transportation System Plan. The lot located between the park and 8th Street is zoned Light Industrial and is undeveloped. The Dundee Development Code will require street improvements next to the industrial zoned property when that property develops. The half block property on the east side of Locust Street between 7th Street and 8th Street is zoned Medium Density Residential, R-2 and had one single family residence that has been demolished.

Engineering Report Initiated

On December 1, 2015, City Administrator Daykin reported to the City Council that a building permit application for the construction of a residence on Lot 12, Block 52, Town of Dundee had been received. Although lots 7 through 12, Block 52, were owned previously by one person, City Planner Pelz determined that Lot 12 is a nonconforming lot of record (less than the minimum 7,000 square feet required in the R-2 zone) and may be developed subject to all other standards of the Dundee Development Code. Daykin also reported that there was not a sewer main in that block of Locust Street to accommodate additional residences and that City Public Works recommended decommissioning the existing undersized four-inch water line between 7th Street and 8th Street due to its poor condition. There are no existing service connections to that section of the water line. Following review of the local improvement district process, the City Engineer was directed to prepare a report describing street and utility improvements to Locust Street pursuant to Dundee Municipal Code section 3.16.020 by motion of the City Council.

Since the initiation of the engineering report, the owners of lots 7 through 12, Block 52 met with the City Engineer to discuss development of their property. Building permits were issued for the construction of six single family houses in July 2016 and a Type B

permit was issued to the owners for construction of a sewer collection and water distribution mains in Locust Street. Also, the owners executed construction deferral agreements and waivers of non-remonstrance for the construction of curbs and sidewalks abutting the frontage of their lots pursuant to Dundee Development Code section 17.305.020.

Assessment District Map

The vicinity map below identifies the properties (shaded) to be assessed for the improvements.

Proposed Improvements and Estimated Costs

The estimated assessment was developed based on the Local Street I standard adopted in the Dundee Transportation System Plan. The Local Street I includes a 34 foot roadway width, allowing on-street parking, and a five foot wide separated sidewalk. ADA ramps across Locust Street will be installed at the intersections of 7th Street and 8th Street. Driveway approaches will be constructed for the six residential lots located on the

east side of Locust Street. Other improvements include storm water conveyance and water quality facilities pursuant to the Dundee Improvement Design Standards. The proposed improvements are depicted in Appendix A and the estimated costs are found in Appendix B.

Recommended Assessment Methodology and Preliminary Assessment

Staff recommends that all costs for street improvements, including curbs, sidewalks and storm facilities, but excluding driveway costs, be aggregated and assessed to the property owners based on a cost per a linear frontage foot, and that driveway costs be assessed on a per lot basis. The total Locust Street frontage of the properties to be assessed is 660 feet. Six driveways are proposed, one for each lot in Block 52 adjacent to Locust Street. The calculation of the assessment methodology rates are found in Appendix C. The property descriptions of the properties proposed to be assessed and their preliminary assessments are found in Appendix D. Note: As of the preparation of this report the Yamhill County Assessor has not assigned separate tax account information for the individual lots 7 through 12 of block 52, Town of Dundee. It is anticipated this will take place after January 1, 2017.

Final Assessment

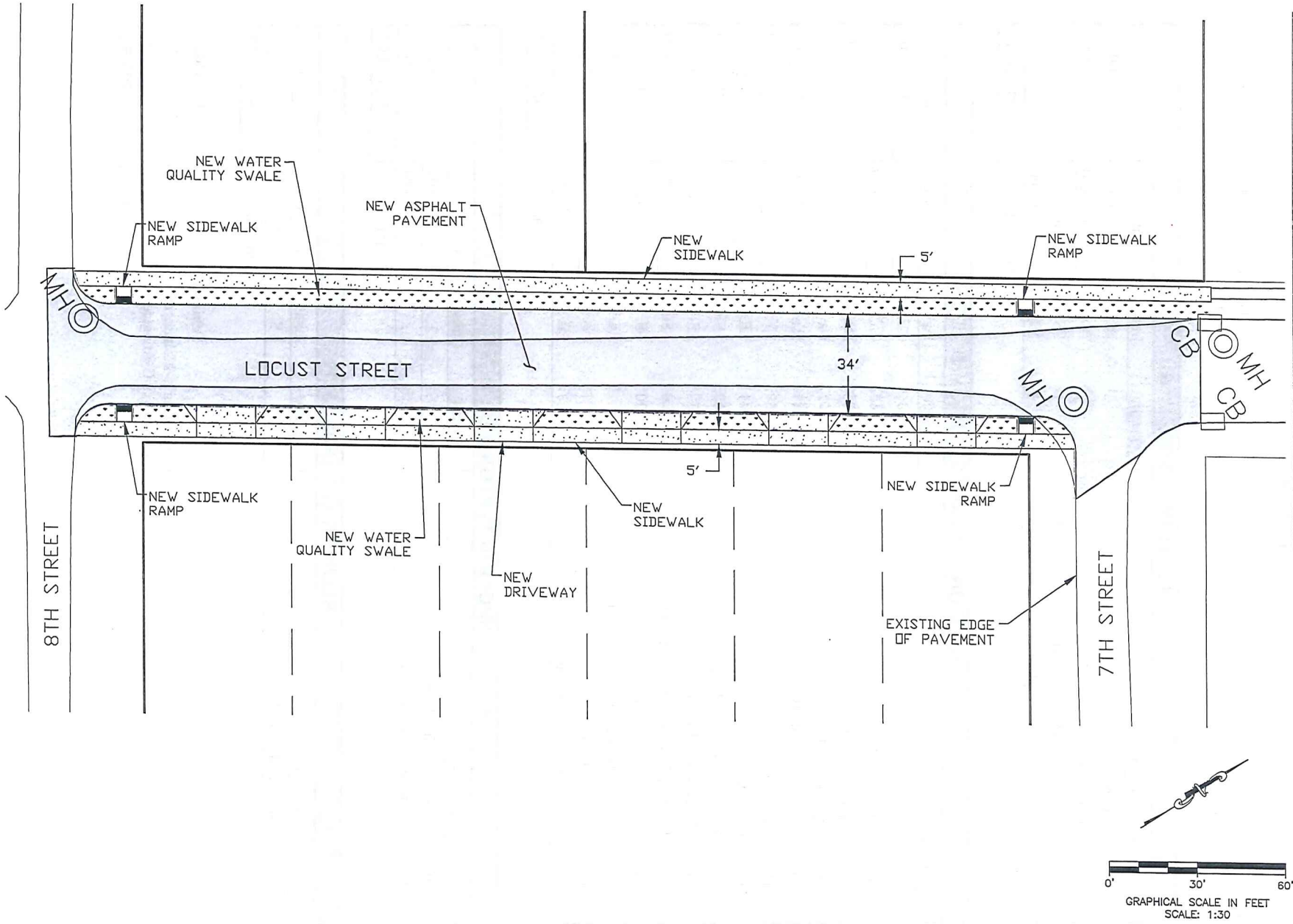
Final assessment will be calculated on the basis of actual construction costs and may be different than the preliminary estimated assessment. Assessments would be due within 30 days of the date of passage of the assessment ordinance, which will be after completion of the project and final costs have been determined. Property owners may elect to pay any part or all of their assessment in installments over a ten year period by making application within the 30-day period. Interest and loan administration fees applicable to the installment payment arrangement will be set in the assessment ordinance. There is no penalty for early pay off of the assessment balance. The city will have the right to foreclose on unpaid assessments.

Recommendation

Because the sum of the proposed assessments are much lower than the total real market valuation for the benefitted properties, this proposed local Improvement district is feasible.

Appendices:

Appendix A, Proposed Improvements
Appendix B, Estimated Costs
Appendix C, Assessment Calculations
Appendix D, Property Descriptions and Preliminary Assessments



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GRAPHICAL SCALE IN FEET
SCALE: 1:30

CITY of DUNDEE Oregon

CITY OF DUNDEE
620 SW 5th Street
P.O. Box 220
Dundee, OR 97115
Ph (503) 538-3922
Fax (503) 538-1958

PRELIMINARY

NOT FOR CONSTRUCTION

CONSULTANT:

PROJECT NUMBER: 16003

LOCUST STREET
LAND IMPROVEMENTS DISTRICT
STREET IMPROVEMENTS
DUNDEE, OR 97115

REVISION:

DRAWN BY: GSR
ISSUE DATE: NOVEMBER 2016
FILE NAME: Dundee_Locust LID.dwg
LID PROPOSAL

SHEET:
APPENDIX A
PROPOSED IMPROVEMENTS

201

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Appendix B

Locust Street LID

Preliminary Costs

Location: Locust Street between 7th & 8th Streets
Dundee, Oregon

Date: November 2016
Job #: 16003

SECTION 1 - SITE WORK					
Item	Description	Quantity	Units	Unit Price	Amount
1	Mobilization	1	LS	12,200.00	12,200.00
2	Clearing and Grubbing/Demo	1	LS	6,100.00	6,100.00
4	Temporary Work Zone Traffic Control, Complete	1	LS	6,100.00	6,100.00
5	Erosion Control, Complete	1	LS	3,700.00	3,700.00
				Subtotal	**$28,100.00**

SECTION 2 - STREET IMPROVEMENTS					
Item	Description	Quantity	Units	Unit Price	Amount
6	Excavation	1,046	CY	12.00	12,552.00
7	Embankment	262	CY	20.00	5,240.00
8	Asphalt Wearing Course	76	Ton	100.00	7,600.00
9	Asphalt Base Course	167	Ton	100.00	16,700.00
10	3/4"-0" Aggregate Base	947	Ton	18.00	17,046.00
11	Geotextile	1,569	SY	1.50	2,353.50
12	Concrete Curb & Gutter	741	LF	15.00	11,115.00
13	4" Thk. Concrete Sidewalk	3,603	SF	6.00	21,618.00
14	6" Thk. Conc. Driveways	876	SF	8.00	7,008.00
15	Extra for 2" Thicker Sidewalk at Driveways	600	SF	2.00	1,200.00
16	Concrete Sidewalk Ramps	120	SF	12.00	1,440.00
17	Extra for Truncated Dome Texturing	4	EA	500.00	2,000.00
18	Adjusting Boxes	4	EA	100.00	400.00
19	Minor Adjustment of Manholes	3	EA	250.00	750.00
				Subtotal	**$107,022.50**

SECTION 3 - STORM DRAINAGE					
Item	Description	Quantity	Units	Unit Price	Amount
20	12" Storm Main - Public	36	LF	50.00	1,800.00
21	12" Storm Main - Driveways	126	LF	50.00	6,300.00
				Subtotal	**$8,100.00**

SECTION 4 - LANDSCAPING					
Item	Description	Quantity	Units	Unit Price	Amount
22	Water Quality Swale	331	SY	20.00	6,617.78
				Subtotal	**$6,617.78**

Subtotal		**$149,840.28**
Engineering & Management	8%	$11,987.22
Engineering and Contingencies	20%	29,968.06
	Total	**191,795.56**

Appendix C

Locust Street LID Assessment Calculations

Section 1 - Site Work Factor:

Subtotal of Improvement Costs	$ 149,840.28
Less: Section 1 - Site Work	$ (28,100.00)
Net Subtotal of Improvement Costs	$ 121,740.28
Section 1 - Site Work Factor	0.23

Driveway Costs:

Item 14 - 6" Thk. Conc. Driveways	$ 7,008.00
Item 15 - Extra for 2" Thicker Sidewalk at Driveways	$ 1,200.00
Item 21 - 12" Storm Main - Driveways	$ 6,300.00
Subtotal	$ 14,508.00
Plus: Section 1 - Site Work (.23)	$ 3,336.84
Subtotal w/Section 1 - Site Work	$ 17,844.84
Engineering & Management (8%)	$ 1,427.59
Engineering & Contingencies (20%)	$ 3,568.97
Subtotal	$ 4,996.56
Total Driveway Costs	$ 22,841.40
Driveway Cost Per Lot - 6 lots	**$ 3,806.90**

Street & Other Improvements Cost

Total Locust Street LID Preliminary Cost	$ 191,795.56
Less: Total Driveway Costs	$ (22,841.40)
Net Street & Other Improvement Cost	$ 168,954.16
Total property frontage to Locust Street	660 Feet
Cost per linear foot	**$ 255.99**

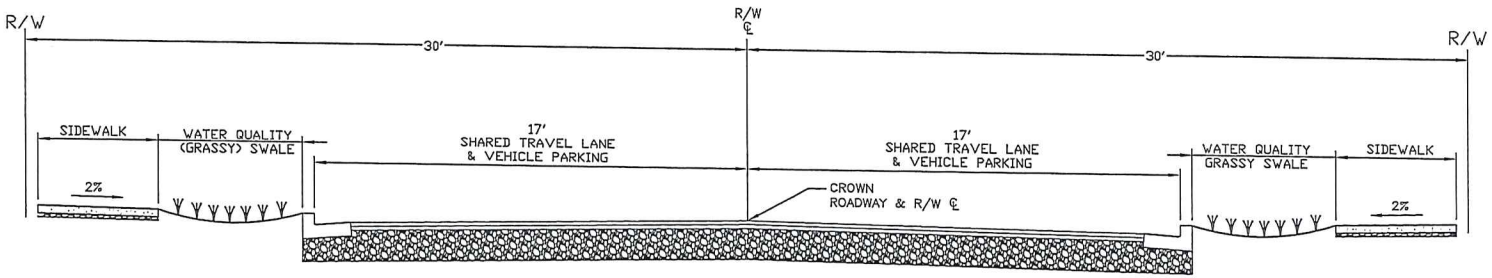
Appendix D

Locust Street LID
Property Descriptions and Preliminary Assessments

LID Parcel	Yamhill Co. Tax Acct. No.	Tax Map/Lot	Owner Name	Street Frontage Feet	Street Frontage Assessment	Driveways No.	Driveways Assessment	Total Preliminary Assessment
1	555694	R3325CC 00401	Chehalem Park & Recreation District	210	$ 53,758.14	0	$ -	$ 53,758.14
2	78203	R3325CC 01000	Mark Colby	150	$ 38,398.67	0	$ -	$ 38,398.67
3	78267	R3325CC 01100	ALR Brown & Associates LLC	50	$ 12,799.56	1	$ 3,806.90	$ 16,606.46
4	78267	R3325CC 01100	ALR Brown & Associates LLC	50	$ 12,799.56	1	$ 3,806.90	$ 16,606.46
5	78267	R3325CC 01100	ALR Brown & Associates LLC	50	$ 12,799.56	1	$ 3,806.90	$ 16,606.46
6	78267	R3325CC 01100	ALR Brown & Associates LLC	50	$ 12,799.56	1	$ 3,806.90	$ 16,606.46
7	78267	R3325CC 01100	ALR Brown & Associates LLC	50	$ 12,799.56	1	$ 3,806.90	$ 16,606.46
8	78267	R3325CC 01100	ALR Brown & Associates LLC	50	$ 12,799.56	1	$ 3,806.90	$ 16,606.46
								$ 191,795.56

Note: Yamhill County Tax Assessor has not assigned individual tax account numbers for Lots 7 through 12, Block 52, Town of Dundee.
LID Pacel number corresponds to the following legal descriptions and street addresses:

LID Parcel 3	Lot 7, Block 52, Town of Dundee	701 SE Locust Street
LID Parcel 4	Lot 8, Block 52, Town of Dundee	727 SE Locust Street
LID Parcel 5	Lot 9, Block 52, Town of Dundee	743 SE Locust Street
LID Parcel 6	Lot 10, Block 52, Town of Dundee	769 SE Locust Street
LID Parcel 7	Lot 11, Block 52, Town of Dundee	785 SE Locust Street
LID Parcel 8	Lot 12, Block 52, Town of Dundee	797 SE Locust Street



LOCUST STREET

NTS

NOTES:

1. SHARED TRAVEL LANE FOR VEHICLES AND BICYCLES WITH PARALLEL PARKING ALONG THE CURB.
2. WATER QUALITY SWALE TO BE LOCATED ALONG 8TH AND OMITTED ALONG PARTS OF LOCUST STREET IF POSSIBLE THROUGH FURTHER DESIGN & CALCULATIONS.
3. DRAIN PIPES BENEATH DRIVEWAYS WILL ALSO BE ELIMINATED WHERE POSSIBLE PENDING FURTHER DESIGN.

CITY of DUNDEE Oregon

CITY OF DUNDEE
620 SW 5th Street
P.O. Box 220
Dundee, OR 97115
Ph. (503) 538-3922
Fax (503) 538-1928

CONSULTANT:

PROJECT NUMBER: 16003

LOCUST STREET
LAND IMPROVEMENT DISTRICT
STREET IMPROVEMENTS
DUNDEE, OR 97115

REVISION:

DRAWN BY: GSR
ISSUE DATE: NOVEMBER 2016
FILE NAME: Dundee Typicals.dwg
LID PROPOSAL

SHEET:
LOCUST STREET

003

FILE: Dundee Typicals.dwg PRINT DATE: 12/27/2016 5:35 PM

RESOLUTION NO. 2017-01

A RESOLUTION ESTABLISHING THE FORMATION OF LOCAL IMPROVEMENT DISTRICT NO. 2016-1 AND ORDERING THE CONSTRUCTION OF STREET AND OTHER PUBLIC IMPROVEMENTS ON LOCUST STREET FROM SEVENTH STREET TO EIGHTH STREET.

WHEREAS, the City Council declared by Resolution No. 2016-24 its intention to make street and other public improvements on Locust Street from Seventh Street to Eighth, and to assess upon each lot or part of lot benefited by the improvement its proportional share of the cost of the improvement; and

WHEREAS, the notice of such intention was duly given in accordance with DMC 3.16.040, and on January 3, 2017 a public hearing was held and conducted by the City Council. The City Council heard and considered testimony on the proposed improvement and after the close of the hearing and following due consideration and deliberation, finds and determines that such improvements are of benefit to the City and all property to be assessed will be benefited to the extent of the probable amount of the respective assessments to be levied; and

WHEREAS, the City Council made no substantial modification to the scope of the local improvement which would substantially increase the assessment, enlarge the district or substantially change the particulars in the initiation resolution, or incorporated documents; and

WHEREAS, in accordance with DMC 3.16.050, City Council elects to establish the proposed local improvement district and order construction of the improvements;

NOW THEREFORE, THE CITY OF DUNDEE RESOLVES AS FOLLOWS:

Section 1. The City Council finds and determines that the public hearing conducted on January 3, 2017 was properly noticed and conducted. The Council further finds that the establishment of the Local Improvement District No. 2016-1 boundary includes all directly benefitted properties, is logically configured based on topography and engineering constraints, and is in the best interest of the City and the public. The Council further finds that the method of assessment proposed in the December 6, 2016 Engineer's Report "Locust Street Local Improvement District (LID 2016-1)" (hereinafter Engineer's Report) to be a logical and reasonable allocation of costs based upon the benefits received by the affected properties.

Section 2. A local improvement district is hereby created and shall consist of all the tax lots, or portions thereof, constituting benefitted properties within the boundaries described in the Engineer's Report, said report attached to Resolution No. 2016-24. The district created herein shall be referred to as Local Improvement District No. 2016-1. The Local Improvement District No. 2016-1 map and lot descriptions are described in the attached Exhibit A.

Section 3. The City Council orders and directs construction of the local improvements described and in substantial conformity with the Engineer's Report as a City public works project pursuant to the Oregon Public Contracting Code.

Section 4. The assessment imposed upon benefitted properties shall be determined after the work is completed, or substantially completed, and shall include the actual costs of construction of the improvements. Prior to the preparation of the final assessment in accordance to DMC 3.16.090, the City Council shall review the final costs and consider any objections at a public meeting prior to adopting, correcting, modifying or revising the amount of assessment to be charged against each lot within the district according to special and peculiar benefits accruing to it from the improvements.

PASSED by the City Council this _____ day of _____ 2017.

Approved:

_____
David Russ, Mayor

Attest:

_____
Rob Daykin, City Administrator/Recorder

Exhibit A

LID No. 2016-1 Map and Lot Descriptions

The vicinity map below identifies the properties (shaded) to be assessed for the improvements.

Assessor's Map/Tax Lot	Account Number	Property Owner	Improvement Cost	Estimated Assessment
3325CC 00401	555694	Chehalem Park & Recreation District	$ 53,758.14	$ 53,758.14
3325CC 01000	78203	Mark Colby	$ 38,398.67	$ 38,398.67
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CITY COUNCIL MEETING
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December 6, 2016

City of Dundee
City Council Meeting Minutes
December 6, 2016

Call to Order
Mayor David Russ called the meeting to order at 7:00 P.M.

Council and Staff Attendance
Present: Mayor David Russ; Councilors Jeannette Adlong, Storr Nelson, Tim Weaver, Doug Pugsley, Kristen Svicarovich, and Ted Crawford. Staff members: Rob Daykin, City Administrator; Shelby Rihala, City Attorney; Greg Reid, City Engineer; and Melissa Lemen, Administrative Assistant.

Public Attendance
Ryan Pasquarella, CPA, Grove, Mueller & Swank, P.C.; and Michael Humm, Kennedy Jenks.

Agenda Changes
Item 5.2 Kelly Amador, ODOT – Bypass Project Update was removed from Presentations as Kelly Amador and her co-presenter were unable to attend the meeting. The presentation has been tentatively rescheduled for the January 3, 2017 City Council meeting.

Item 7.7 Resolution No. 2016-27, Easement Necessity was added to Old Business

Item 8.4 City-County Dinner Schedule was added to New Business

Public Comment
Michael Humm, Kennedy Jenks & Associates, advised the Council that he is here to provide an update. He informed that yesterday Kennedy Jenks & Associates were informed that Preston Van Meer has submitted his letter of resignation. Mr. Humm wanted to make sure that the Council was aware of that, and reviewed the fact that Preston was instrumental in the WWTP. Following his work on that project he had taken on some different roles at the company, and had not been involved in the day-to-day engineering work that has been done for the City of Dundee. Mr. Humm informed that moving forward he does not believe that the City will see any kind of tangible change with ongoing work or work in the future. He advised that he is here to answer any questions or hear any concerns that the Council may have with regard to this change.

C. Nelson inquired about how the WWTP responded to the Thanksgiving weekend rains. Mr. Humm acknowledged that there were heavy rains amounting to 2.25 inches. He further advised that Todd Miller put some water into the equalization lagoon and permeated out what he could. Mr. Humm informed that it operated under the EQ strategy. He informed that it doesn't appear to be as sustained as what we have previously seen and that they are tracking the data.

Ryan Pasquarella, CPA – Annual Audit Review
Ryan Pasquarella, CPA, Grove, Mueller & Swank, P.C., informed that they performed the independent audit for the City. He informed that he is here to present the Financial Statements for the City of Dundee for the fiscal year ending June 30, 2016, and to provide a summary of what happened that fiscal year. He reviewed the Governance Letter briefly with the Council, pointing out one adjustment that was made, and further advised that the finance department does a very good job. Mr. Pasquarella next reviewed the provided bound copy of the financial

statements. He briefly reviewed the Independent Auditor's Report on page 1, and pointed out that they gave the City a clean opinion on presenting the financial statements in accordance with the modified cash basis which is allowed by the State of Oregon. He referenced the letter on page 53, and advised that they had to perform an additional audit over the City's internal controls and financial statements related to some of the debt that the City has. He explained the work that must be completed in accordance with governmental auditing standards. He pointed out that on page 55 a finding is notated that was originally discovered in 2015 but continues forward for the time being. On page 56 he reviewed the letter regarding their audit of the City's compliance with some of the Oregon Revised Statutes. It was noted that the City did not retain documentation for one of the intermediate procurements selected for testing and, therefore, compliance could not be verified. City Administrator Daykin explained that this was with regard to the colored sidewalk tiles that the previous City Engineer had researched. He informed that two quotes were presented with regard to this work, the thermoplastic alternative and the concrete alternative. C.A. Daykin advised that he had the impression in talking with Charles that he was unable to find other comparable concrete providers for the ultimate direction that was chosen, though no documentation as to this process was able to be confirmed. Potential repercussions to this lack of documentation were briefly discussed.

Mr. Pasquarella discussed that last year he had talked with Council regarding the switch over to doing a full GAAP Financial Statement, and the fact that the State was leaning that direction as far as that being potentially needed going forward. He informed that they've heard nothing from any State Departments related to that and as far as they know now, staying with the modified cash basis is going to be fine. He advised that he will keep the City informed if anything does come up related to that.

Mr. Pasquarella reviewed and offered some explanation with regard to the three page Financial Analysis document pertaining to the major areas of the City, what happened during the year and where things stand at year-end related to it. He pointed out that water fund balance did drop by about 30% this year due to some significant improvement projects that were done this year. Mr. Pasquarella also reviewed that with regard to the water fund revenue section at the bottom of the second page, the drastic change in the debt payment column is due to the fact that one of the loans in the water fund was refinanced; the ratio will be better moving forward due to lower debt payments. On the final page of the report regarding the Sewer Funds, it was noted that the fund balance did increase some, though not as much as in the prior year because there were more capital improvement projects in this fund as well. Further details were discussed. Mr. Pasquarella reviewed the fact that he feels that overall the City is sitting in a good position.

In closing, Mr. Pasquarella advised the Council to review the footnote information beginning on page 24 in the Annual Financial Report. He informed that since we are reporting on a modified cash basis, the debt is not specifically shown in the financial statements other than in this footnote. He reviewed the specifics of this information and the importance of being aware of what the debt balances are. He advised that he is prepared to answer any questions that the Council may have.

C. Crawford inquired as to the financial health of the City of Dundee as compared with other cities they have reviewed on a scale of 1 to 10. Mr. Pasquarella shared his opinion that he would give Dundee a score of about a 6; Dundee has more debt than some of the other cash basis cities that they work with. Overall, he advised that the City does a very good job of storing money for capital improvements (building up those reserves related to it), and there have also been a lot of projects within the City which has increased that debt amount.

Consent Agenda

The motion was made and seconded to approve Consent Agenda items 6.1 City Council Minutes, November 15, 2016, 6.2 Financial Report Ending October 30, 2016, and 6.3 2017 Meeting Calendar. **The motion** passed unanimously.

Old Business

Resolution No. 2016-23, Repealing Fence Permit Requirement

Mayor Russ briefly reviewed the Agenda Report and Recommendation. He inquired about whether or not there is anything in our design standards pertaining to fence requirements. C.A. Daykin replied that this information is covered in our Development Code. M. Russ inquired about specific fence aesthetics as well as material specifications. C.A. Daykin informed that aesthetics are not covered but that there are some requirements pertaining to materials in commercial zones. Those details were discussed further. C. Adlong pointed out that electric fences are not allowed in the residential zone to which C.A. Daykin confirmed, though he does believe the agricultural zone does allow them. C.A. Daykin reviewed the Agenda Report in detail, emphasizing that the Council has a full range of options available as listed. He also reviewed that the present option is more of a volunteer type of approach. **A motion** was made and seconded to adopt Resolution No. 2016-23, a resolution repealing Resolution No. 06-14, relating to requiring a permit for the construction of a fence. **The motion** passed unanimously.

Engineer's Report – Locust Street Improvements

C.A. Daykin reviewed the background information contained on the Engineer's Report and the fact that the City Council originally reviewed this approximately a year ago, but because of other projects on the table at that time they weren't able to move as quickly on this as they had wanted to. Mayor Russ inquired about whether or not the lot on the northwest corner of 8th Street and Locust Street is included in this Local Improvement District (LID) to which C.A. Daykin confirmed.

C. Svicarovich inquired about street lighting, which isn't reflected on the map. C.A. Daykin informed that street lighting is not included in that area in that part of Dundee; all of the street lights are mounted on PGE poles. C. Crawford inquired as to whether or not Chehalem Park and Recreation District (CPRD) put any money aside for these street improvements when they developed Fortune Park. C.A. Daykin informed that no money was set aside for the City of Dundee, but that he is unaware if they put any money aside within their own organization. C. Crawford inquired further regarding whether an agreement was made with regard to Maple Street to which C.A. Daykin responded that CPRD never executed an agreement with the City. The fact that CPRD had previously discussed setting aside some money for this project was discussed; C.A. Daykin reviewed that they didn't like the terms in the agreement that basically indicated that the City Council could decide when they would have to do the improvement as a unilateral action. Further details were discussed including the fact that Don Clements, CPRD, is aware of where things stand presently with regard to this process.

C. Adlong inquired as to the location of the swale within this LID at a cost of $6,617.78. City Engineer Reid confirmed the location to be between the curb and the sidewalk on both sides. He further advised that he and Rob have already discussed this and it will be reviewed again during the design phase. Further details were discussed including the fact that the swale would be kept as shallow as possible, and may be minimized depending upon how much water quality facility is needed. C.E. Reid described a possible alternative plan to this as well. C. Adlong pointed out that the park site can get pretty wet and boggy. C.E. Reid explained that all of the drainage in that area is ditch drainage, and with limited options he has chosen the swale idea for the water

quality facilities. C. Crawford inquired as to how the process of the LID will be affected by the sale of the six lots in this area. C.A. Daykin offered explanation and discussion ensued regarding this process. At this time it is not known whether or not the builder is informing prospective buyers of the intended action by the City. M. Russ pointed out that once the resolution is passed, this information should be made available to prospective buyers. C. Adlong inquired as to how lengthy the process is between the time the resolution is passed and completion of the assessment. C.A. Daykin explained the step by step process in detail from the time the resolution is passed through the formation of the LID, followed by design and construction of the project. C.A. Daykin then explained the final assessment process followed by further discussion regarding the details surrounding the City Council adopting an ordinance that spreads that assessment. The property owners would have a set time period to either pay this assessment in full or execute an installment payment plan with the City. C.A. Daykin informed that the City anticipates the project, if we move forward with it, to be constructed when the weather is sufficient to build, potentially next spring and early summer. C. Svicarovich inquired as to what would be the effect if CPRD or the other property owner decided they wanted a driveway added; she inquired as to whether something like that could be dealt with during the design phase. C.A. Daykin pointed out that he's had contact with someone interested in purchasing the property that is vacant that is zoned industrial. C.A. Daykin informed the prospective buyer about what was happening and they expressed some interest in possibly changing the zoning to residential, but in order to better serve the property residential then we would need to stub out sewer and water services to that side of Locust Street which would be an additional expense. If in the course of design the City were to initiate this improvement with the idea that it shouldn't be developed residentially, then we could recover our costs. C.A. Daykin reviewed a similar example of this on First Street which was discussed in detail. The possibility of amending the properties within the LID was discussed, and City Attorney Rihala advised that she will need to check the City Code to see if this a possible option. M. Russ raised the concern pertaining to the potential request midway through the project of someone requesting to add a driveway, which would change the cost of the project. Discussion ensued regarding potential costs and further details pertaining to both industrial and residential driveways. The possibility of the public hearing being set for the January 3 or January 17, 2017 City Council meeting was discussed.

Resolution No. 2016-24, Intent to Initiate LID Proceedings

A motion was made and seconded to adopt Resolution No. 2016-24, a resolution declaring the City Council's intent to initiate Local Improvement District formation proceedings to construct street and other public improvements on Locust Street from Seventh Street to Eighth Street. **The motion** passed unanimously.

Street Names – Parks Drive, Edwards Drive, Dundee Landing Road

C.A. Daykin reviewed the Agenda Report and the details regarding the complexity of this issue. He communicated Staff recommendation to keep the historic alignment of Parks Drive from Highway 99W to Edwards Drive. C. Adlong supported this idea. The map on page 53 of the agenda packet was reviewed and discussion ensued regarding street names in the localized area. M. Russ suggested naming the parkway collector as Riverside Drive as this would be the street leading to and through the Riverside District. **A motion** was made and seconded to keep the historic alignment of Parks Drive from Highway 99W to Edwards Drive. **The motion** passed unanimously.

C.A. Daykin referred to the map and pointed out that presently there is a sign naming Dundee Landing Road. He pointed out that at this time there are no addresses on the Eighth Street section, and it is unknown at this time where Dundee Landing Road will end up going. C.A. Daykin further suggested that if Mr. Edwards and Lindquist start to develop, Council may want to

revisit the issue of these two streets in an attempt to clarify where Dundee Landing Road really begins. Conversation ensued regarding this and thoughts and ideas were shared.

Recreational Vehicle Parking and Use Regulations

C.A. Daykin reviewed some of the details of the Agenda Report. He pointed out that presently the City doesn't have a regulation regarding living in recreation vehicles. If it is determined that the Council desires to add such an ordinance, the details of such would need to be outlined.

Mayor Russ expressed his opinion that there shouldn't be a difference between a motorized or non-motorized recreation vehicles (RV's), and that no vehicle (regardless of what type) should be allowed to stay in one place on a street for more than 72 hours. It was reviewed that enforcement action is unlikely to be taken unless there is a complaint. Conversation ensued regarding a variety of vehicles, including boats, as well as personal storage such as utility trailers and PODS. M. Russ suggested the possibility of creating different standards for non-vehicle storage items. C. Crawford referred to Newberg's regulations and felt they were reasonable and also pointed out that it would be an easy transition for our shared police department. C. Crawford also suggested asking our Planning Commission to review the regulations as well. M. Russ pointed out that he is supportive of the portion of Amity's regulation which requires the Council to be satisfied with the progress of the construction (while an RV is occupied only during construction of the owner's home) as well as be connected to water and sewer systems. C. Adlong pointed out that Amity allows for an 18 month construction period while Newberg allows 6 mos. which seems more favorable. C. Nelson suggested that although he is supportive of Newberg's regulations, he would like to see RV's extended the 72 hour allowance to keep things consistent. C. Weaver supported this opinion as well, and advised he feels this regulation would be fair. C.A. Daykin pointed out that Newberg ordinance embeds their regulation into the Development Code which can be a complex process. He suggested using the Newberg structure but adopting it as a Municipal Code provision.

C.A. Daykin reviewed the aspects of Amity's regulation that were favored, though including the 6 month construction period limit as reflected in Newberg's. M. Russ suggested a 72 hour limit for any vehicle parked in the same location on the street in addition to the remaining details included in Newberg's regulations. C. Adlong expressed concerns regarding oversize or larger size RV's. Discussion ensued further regarding the possibilities of adding regulations for these types of vehicles as well. C. Svicarovich pointed out that Sherwood's regulations include a portion pertaining to regulation with regard to street width, and suggested adding this information to our regulation. M. Russ and C. Adlong also supported that idea. C.A. Daykin suggested the possible idea, although he's not certain if it's enforceable, of adding a requirement pertaining to the RV being parked adjacent to the owner's property. Discussion ensued further regarding this. C. Weaver pointed out that often times the 72 hour regulation turns into 144 hours by the time the process of enforcing the regulation is completed. C.A. Daykin mentioned that some regulations also discuss how to define whether or not a vehicle has actually moved. C. Weaver discussed his thoughts on this matter, and suggested the vehicle be moved at least a vehicle length away from its original location. C. Weaver also pointed out the importance of the street sweepers being able to clean the dirt off of the streets, with parked vehicles potentially creating a nuisance and drainage issue after time. C.A. Daykin advised that he can further research this and bring the information back to Council at a future date.

C.A. Daykin inquired of the Council as to their feelings regarding RV's being connected to either power and/or water while parked on the street; specifically when power or water connections are crossing the pedestrian way. The consensus of the Council was that this should not be allowable due to the safety issue.

View Presentation and Restoration

Mayor Russ expressed his disappointment and pointed out that only two samples have been provided for guidance on view protection. He further advised that he has reviewed additional samples doing his own research, and stressed that there are more examples available. M. Russ noted specifically that in the City of Timarron, California that a property owner cannot maintain any landscaping that would provide an unreasonable obstruction to someone's view. C. Crawford advised that he has done some research as well and noted that the City of Redmond, Washington has some ordinances pertaining to view protection as well. Though he was unable to locate them specifically, he noted they were mentioned in a document pertaining to view shed protection. C. Crawford advised that they protect views to specific scenic vistas, etc., and felt that it might be possible to create something similar for the City of Dundee. C.A. Daykin pointed out that although there may be other examples out there, the two samples shown provide for a dispute resolution process which was the direction they were looking at to resolve these types of disputes. M. Russ pointed out that in these two examples the City would be in the middle but would not be taking an active role which is what C.A. Daykin recommends. City Attorney Rihala advised that she did speak with the Principal Planner in Santa Barbara, the staff person for administering their program. She advised that he gave her some background about how their regulations came to be and their experiences with it. She explained that in Santa Barbara oceans views were the biggest concern. She felt that it sounded similar to the Council discussion at the previous meeting, though she herself was not present. C.A. Rihala explained that in Santa Barbara their concerns began with concerns of second story developments blocking views, and there was a lot of public frustration as development in Santa Barbara moved up the hills and into the Mesa's; there began to be more and more blockage of views. Many people came before Council and they were considering doing development code restrictions in terms of rights, but the Principal Planner said that in Santa Barbara their City Attorney took the position that the City was not in a position to enforce views; that did not serve a public purpose and was considered to be a private purpose. C.A. Rihala advised that in talking with Peter Watts (who was at the last City Council meeting), she advised that the Santa Barbara City Attorney gave the same advice as he had; if you want to ensure that your view stays, you purchase an easement or a CC&R's from that other person. C.A. Rihala further explained that in Santa Barbara there was further tension due to the fact that the public had come as they were frustrated by the development blocking their views, so the compromise was the proposed View Dispute Resolution. The goal of this was to exclude the City from this private right of action and to keep the City out of it as much as possible. She advised that in Santa Barbara there have been thirty cases over the past fifteen years. The Principal Planner indicated to C.A. Rihala that the biggest positive is that it forces communication between the neighbors and that people communicate with one another. He advised that the biggest negative that he has seen is that when a case does go to litigation it is very expensive, with the two property owners bearing that cost. Though the City is not in the middle of it, depending on what the situation is, it is expensive for the people involved. The Principal Planner noted that the reason they focused on trees was that it was a compromise that they weren't going to take action for protection of buildings blocking views because there was no public purpose for that; the Tree Dispute Resolution was more of a compromise. C.A. Rihala noted that the City of Santa Barbara has a much more complex development and architectural review than most places in Oregon that she is familiar with. She also noted that they have a separate review board that reviews design reviews; any proposed development goes through the land use process but then it also goes through the architectural design review process. C.A. Rihala advised that the review board has adopted what they call "Good Neighbor Guidelines" which are not binding, but indicate that if you block someone's view this is something to think about. This was explained in further detail. She advised that all second story homes are reviewed and reviews are made by this review board and then appealed to Council. She pointed out that it is a very elaborate and very complex review process, as well as expensive. C.A. Rihala also noted that the Principal Planner also indicated that he's had very mixed opinions on this process over the past years.

C.A. Daykin pointed out that by pursuing this, the City is creating a new legal right that does not exist right now under Oregon law. He further advised that by virtue of doing that, opportunity will be given for neighbor to sue neighbor. C.A. Daykin advised he has difficulty in finding the public purpose in this as opposed to two neighbors working it out themselves, or purchasing the view and establishing that right through an easement. C.A. Daykin pointed out that the difficulty in trying to create something regarding views in the Development Code is that it is difficult to come up with a standard that is definable; it has to be a clear understandable standard in the Development Code. He further informed that if the Council really wants to pursue this then there are a list of questions that City Staff need their input on so they can develop a regulation that would meet their needs. With regard to the public purpose aspect, M. Russ advised that he feels a responsibility as a Civic Leader to help preserve resident property values, which is a public purpose. He further informed that when someone's view is severely encroached their property value is reduced. C.A. Daykin pointed out that while those on the hill may be concerned about their panoramic views, people in the lower sections looking up hill and seeing the trees on the hillside enjoy that view as well; removing the trees and exposing the houses behind them would potentially impact their view as well. C. Svicarovich noted that she and her husband have discussed obtaining a view shed easement, and if they had gone through that process and purchased that view shed easement, the creation of this type of policy would devalue what they would have already paid for. C. Svicarovich explained that this is an expensive endeavor. C. Adlong pointed out that on occasion a property owner will purchase the lot in front or behind them in an attempt to protect their view.

C.A. Rihala reviewed that there are three cities in Oregon which do address this issue including Portland and Bandon, though it is all done through the Development Code and they all have specifics pertaining to building heights, setbacks, and they all specify what view they are protecting. C.A. Rihala discussed this in greater detail. C. Crawford advised that he is interested in the aspect of protecting a specific view which he believes to be possible in Dundee. C. Nelson informed that he believes there to be two issues, including the manmade view restriction issue as well as the issue of a natural changing environment view restriction. C. Svicarovich informed that she is not in favor of either option. She expressed her opinion that she believes it crosses a line that the City shouldn't cross, and doesn't make sense to her for the community. C. Weaver advised that he has concerns when case law comes down and is determined constitutionally vague. C. Weaver expressed his opinion that he doesn't feel an ordinance can be created that would work for preserving views that would be applicable in every case. He discussed his concerns in greater detail with regard to the variations in landscape within the City. C. Crawford pointed out that while he is not in favor of creating an ordinance, he is supportive of a dispute resolution. C. Weaver supported the idea of conflict resolution and neighbors talking to one another. C. Nelson pointed out that dispute resolution is available now; in order to have the City involved in a dispute resolution process, what is being disputed must first be defined. He further acknowledged that this is difficult to ascertain. C. Nelson advised that he is now leaning towards not involving the City and allowing property owners resolve these issues on their own. C. Pugsley shared his opinion that C. Weaver's point about the constitutional definition is a good thing to keep in mind. He further informed that he tends to believe that the City should not get involved, and goes on to add that the City can inform property owners that the Yamhill County Mediators are available. C. Pugsley added that he would be in favor of discussing the types of trees within the City environment, but even this issue has complexity given the older established trees already present. Discussion ensued further regarding views; including the Councilors own personal perspectives as well. C. Weaver supported the idea of recommendations for trees at maturity being a particular height, though he acknowledged that some established trees would need to be grandfathered in. This was discussed in greater detail. C. Weaver advised that he believes the biggest problem in the City is the conifers. C. Adlong pointed out property owners

who plant hedges of tall growing trees which severely impact their neighbor on potentially multiple levels should be of concern to the City. She acknowledged the importance of the issue of views for the residents of Dundee. She further explained that some municipalities prohibit specific trees for a variety of reasons, and suggested this as a potential option for the City of Dundee. C.A. Daykin noted that in some communities fence regulations include those types of hedges and are addressed in the Development Code. The issue of trees was discussed in further detail. C. Weaver pointed out another issue with regard to trees is the risk of them potentially blowing down during a storm. C.A. Daykin pointed out that it is possible to prohibit specific tree species if desired. C. Adlong advised that she is in favor of pursuing the tree portion of this issue; she felt the construction portion is something that neighbors could potentially address possibly at the Planning Commission level. C. Adlong suggested the need for additional research to be done regarding the tree aspect. M. Russ supported the idea of preserving a specific view as well; one that can clearly be defined, such as the Willamette Valley or Mount Hood. C. Svicarovich noted that she is still hesitant to pursue this as she believes that what they are trying to capture is going to be really onerous, and her concern is that the City is doing something that is going to get muddled very quickly. She further expressed concerns with regard to limiting tree types and potentially habitat for native tree species. M. Russ shared his own personal experience with regard to view issues. C. Svicarovich posed the question as to whether or not all existing trees would be grandfathered into a potential tree regulation. M. Russ briefly discussed what he notes other cities to have done in this regard. C. Pugsley proposed that Council take a look at what trees are defined as fitting into an urban environment and review this information at a future date. He also acknowledged the importance of native trees as well as grandfathering in trees; also concerning is who will be responsible for paying for the removal of those trees which are not grandfathered in. C. Weaver also stressed the importance of safety with regard to trees as well. C. Svicarovich explained that if someone is concerned about a neighboring tree with regard to safety issues, an inspection can be done by an arborist and a notarized letter sent to the property owner. In the event that the tree falls on your property and causes damage, if the prior has been completed that property owner is responsible for the damages. C. Svicarovich advised that in the State of Oregon if a tree then falls down on your property without the previously discussed being in place, you are then responsible for the damages caused to your property.

C.A. Rihala reviewed page 62 of the agenda packet with the Council and requested their input. This process is creating a new legal right that doesn't exist right now, and the parameters of that legal right need to be defined in order to be enforceable. C. Pugsley reviewed again his perspective that the Council move on from this and revisit these questions after they determine if they can define an urban tree. C.A. Rihala pointed Council to the Development Code, Section 17.302. In the Street Tree Section and Landscaping Sections there are lists of trees that are acceptable to be planted in the right-of-way. C.A. Daykin explained that this is typically because of root issues. C. Adlong reviewed in detail a situation on her narrow street where trees have likely been planted in the street right-of-way as the property owners likely believe this to be their property. C.A. Daykin informed that is a violation if it indeed is in the right-of-way area and trees have recently been planted. In 2009, Chapter 12.12 was adopted which limits the types of trees that can be planted in the right-of-way. M. Russ recommended that any further questions or opinions specifically regarding the questions on page 62 be submitted to Staff in a timely manner outside of the meeting.

Resolution No. 2016-27, Easement Necessity

C.A. Daykin reviewed that this resolution pertains to the property located between 11th and 12th Streets where the City would like to obtain the storm water easement as well as the corner for ADA ramps. C.A. Rihala explained that this is a resolution of necessity which is the trigger point for all things going forward related to condemnation. She informed that the City will continue to negotiate with the property owner and try to work towards a compromise, but if a compromise is

not reachable, what the resolution of necessity does is begin the process. She further explained that the City would make an offer, and then there is a 40 day waiting period before the City can take action to condemn the property. Further details of this process were discussed. She informed that the City will continue negotiating and hopefully an agreed upon settlement can be reached without having to go through the condemnation process, but should that fail this is a back-up plan to condemn the property. **A motion** was made and seconded to adopt Resolution No. 2016-27, a resolution declaring the need to acquire property for the purpose of constructing street, public utility and related improvements and authorizing eminent domain and immediate possession if necessary. **The motion** passed unanimously.

New Business

Resolution No. 2016-25, November 8, 2016 Election Results

A motion was made and seconded to approve Resolution No. 2016-25, a resolution accepting Dundee election results from the November 8, 2016 general election as certified by Yamhill County Clerk, Brian Van Bergen. **The motion** passed unanimously.

C. Pugsley inquired as to whether or not the write-in names were known from the election results. C.A. Daykin informed that he does not have that information. This information should be available through Yamhill County. M. Russ informed that he was unable to obtain this information on their website as he has previously been able to do.

Resolution No. 2016-26, Whistle Blower Policy

C.A. Daykin reviewed that having this policy in place is newly required under State law. C.A. Rihala informed that the Oregon Legislature requires this policy to be in place. **A motion** was made and seconded to approve Resolution No. 2016-26, a resolution adopting a whistleblower policy for the City of Dundee. **The motion** passed unanimously.

Ordinance No. 552-2016, Repeals DMC Chapter 3.06

A motion was made to adopt Ordinance No. 552-2016, an ordinance repealing Ordinance No. 533-2014, an ordinance establishing a tax on the sale of marijuana and marijuana-infused products in the City of Dundee, as codified by Dundee Municipal Code, Section 3.06 (marijuana tax). **The motion** passed unanimously.

Local Government Dinner

M. Russ reviewed the proposed Future Dinner Schedule and Format. It has been suggested to move to quarterly dinners as opposed to bimonthly, and the schedule pairs us with the City of Sheridan in 2018 for our dinner. Discussion ensued regarding thoughts and ideas relating to the local government dinner schedule. C.A. Daykin informed that he spoke with the City of Dayton as to their thoughts, and they have decided to let the COG know that they prefer to plan their dinner independently. They believe it would be too cumbersome trying to work out an arrangement with another City for these types of events, which C.A. Daykin is inclined to believe to be true as well. C.A. Daykin acknowledged the large amount of work the event is for City Staff. The Consensus of the Council was to support the new quarterly dinner schedule while also requesting to host the dinner independently as opposed to partnering with another City. C.A. Daykin inquired of the Council as to whether they prefer to request to continue hosting the dinner in the month of August or are flexible for another month. The consensus of the Council was to be open to having the dinner in different months. C. Pugsley suggested there be a maximum number of door prizes allowed at the event.

Council Concerns and Committee Reports

C. Crawford informed that a discussion came up at the Bypass Parkway meeting that the priority had changed for legislative lobbying to obtain money for Phase 2 of the bypass, and jumped over the priority of obtaining money to fix the fishhook. C. Crawford further explained that he knew there was an urgency to purchase the right-of-way for Phase 2, but he called them on the fact that it had not been discussed publically amongst the Parkway Committee that the priority had changed for funding Phase 2. M. Russ informed that they did have that conversation in Committee, and the consensus amongst the Committee members that since the fishhook is not a part of the permanent plan, and we're having trouble gathering funds from different entities to make this happen, taking funds away from completion of the entire project to enhance a temporary portion of it really doesn't make sense. Also, M. Russ pointed out his concern that the biggest failure on the system right now is that when the bypass opens up that the Springbrook Street section fails. He expressed his opinion that if that end of the bypass becomes more operational then more people will use it. M. Russ advised that ODOT has suggested that 50% of traffic will be off of 99W in Dundee, though he doesn't feel that will be truthful until the bypass extends up Rex Hill. It is his further belief that once 50% of people are then using the bypass, the fishhook will fail miserably and something will need to be done. C. Crawford pointed out that the Parkway Committee stressed the need to be consistent in our messages to any of our elected officials at the State level to say that the next most important priority is building Phase 2, because otherwise Dundee is going to be dealing with traffic backed up into Dundee instead of on both ends the way it is now; it will be worse for Dundee if they don't get Phase 2 built up Rex Hill. C. Crawford noted that the traffic studies that they've done have said that the fishhook will fail, backing up into Dundee because people will get so tired of getting on the bypass via Springbrook and will stay on 99W.

C. Adlong inquired as to why the traffic is backed up coming into Dundee from McMinnville now on a regular basis. Discussion ensued regarding the signal light that was placed in that area, and concerns were expressed regarding the frequency of the light changing. C.A. Daykin advised that he did mention this to Kelly Amador at ODOT as a concern that the City Council discussed. He advised that she mentioned that they had previously had a sensor that wasn't working properly and they have now changed it over to radar which they feel is working better. M. Russ advised that he believes the light to be changing even when there is no one present in the left turn lane. C.A. Daykin also noted that Kelly mentioned that when police were in the area doing speed checks this caused the light to change as well, and further fine tuning has been done with regard to that.

Mayor's Report

Mayor Russ advised that he recently attended a meeting at Congresswoman Bonamici's office with various Parkway Committee members and a representative from Springbrook Properties. He advised that she seemed really on board to help support the Committee and to help get FastAct money or Tiger Grants. She also expressed her willingness to try to show her support to Senator Boquist and try to keep him on track as well, though M. Russ noted that Senator Boquist has already told him that he is behind this project. M. Russ advised that the point was made to make sure that they are all on the same page with regard to making the statement that the Committee would like to move forward with the Phase 2 portion. M. Russ advised the Council that if they do have any interaction with any legislators above their level regarding the Bypass project, he recommended that they also report back to a Parkway member so the information can also be provided to the Parkway Committee.

M. Russ informed that this morning he went to Dundee Elementary School and initiated the "If I Were Mayor" contest again. He advised that the contest will be limited to Dundee Elementary students only.

M. Russ pointed out a potential parking issue on Linden Lane. M. Russ indicated that in a portion of the street there is an area where many cars are parked perpendicular to the street (in the right-of-way he believes). C.A. Daykin advised that he believes a family lives there which has several teens who are driving, so there are a lot of vehicles. He further advised that technically it probably is a violation and that it's something that we can notify the police regarding if it is a concern. M. Russ felt there was also an encroachment into the road when cars are parked in that manner. C.A. Daykin pointed out that this is likely an issue, especially if they are presenting a hazard in the area. C.A. Daykin will advise the police department of the issue.

City Administrator's Report

C.A. Daykin advised that the last independent meeting of the Dundee Urban Renewal Advisory Committee will be tomorrow night on December 7, 2016. He informed that the next meeting will be to make a presentation to the Agency and having a joint meeting. The consensus of the Council was to schedule the final meeting on January 17, 2016.

C.A. Daykin advised that the Councilors should have received an updated League of Oregon Cities bulletin, which contains a schedule of workshops for elected officials. He informed that they are good for refresher courses as they discuss a large number of issues, and offered that if anyone on the Council wishes to attend the City has a budget to cover incurred expenses. He encouraged the Council members to consider attending one of the workshops.

C.A. Daykin informed the Council that the City has received several complaints regarding cars that appear to be improperly parked with "For Sale" signs on them around the Third Street intersection on 99W. He advised that he and Jessica Pelz, the City Planner, have been playing phone tag on the issue. He informed that there was a home occupation permit issued to the property owner but that there were some restrictions on that permit. C.A. Daykin informed that before he sends a letter out he wants to clarify if there are any other violations of this permit. He pointed out that they are clearly in violation of City policy at this time and they will be notified of this. C.A. Daykin explained that there is a 50 foot setback from the highway but there are exemptions to that, as well as some restrictions in terms of the home occupation.

Public Comment

None.

The meeting was adjourned at 9:08 pm.

Executive Session

The City Council entered Executive Session at 9:09 P.M. in accordance with ORS 192.660 (2)(e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions. Executive Session ended at 9:31 P.M.

_____
David Russ, Mayor

Attest:

_____
Rob Daykin, City Administrator/Recorder

CITY OF DUNDEE

Statement of Activities

From 7/1/2016 Through 11/30/2016

	General Fund	Street Fund	Street CIP Fund	Street Reserve Fund	State Revenue Sharing Fund	Equipment Reserve Fund	Parks Fund	Tourism Fund	Fire Station Constr Fund	Bonded Debt	Water Fund	Water CIP Fund	Sewer Fund	Sewer CIP Fund	Storm Water Fund	Storm Water CIP Fund	Total
Revenue																	
Taxes	623,609	15,720	-	-	-	-	-	31,954	-	138,795	-	-	-	-	-	-	810,077
Franchise Fees	30,191	-	9,960	-	-	-	-	-	-	-	-	-	-	-	-	-	40,152
Licenses & Permits	33,967	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	33,967
Intergovernmental Revenue	34,409	82,874	50,000	-	18,312	-	-	-	-	-	-	-	-	-	-	-	185,594
Charges for Services	91,346	-	-	-	-	-	-	-	-	-	335,505	27,693	552,397	58,937	42,179	26,393	1,134,450
Fines & Forfeitures	26,200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	26,200
Miscellaneous Revenue	5,525	286	497	159	26	10,244	15	217	50	137	777	5,509	209	2,439	40	773	26,904
Total Revenue	845,248	98,880	60,458	159	18,338	10,244	15	32,171	50	138,932	336,282	33,202	552,606	61,375	42,219	27,167	2,257,345
Expenditures																	
Personnel	214,148	23,856	-	-	-	-	-	-	-	-	66,845	-	65,161	-	11,365	-	381,375
Materials & Services	355,271	28,760	-	-	6,332	-	214	6,041	5,012	-	87,779	-	149,306	-	7,621	-	646,335
Capital Outlay	7,142	-	131,947	-	-	763	28,152	-	677	-	3,776	124,632	-	44,106	-	14,090	355,284
Debt Service	-	-	-	-	-	29,314	-	-	-	-	-	58,565	-	5,896	-	11,792	105,566
Total Expenditures	576,561	52,616	131,947	-	6,332	30,077	28,366	6,041	5,689	-	158,399	183,197	214,467	50,002	18,986	25,881	1,488,561
Excess (defiency) of Revenue over Expenditures	268,686	46,264	(71,489)	159	12,006	(19,833)	(28,351)	26,130	(5,639)	138,932	177,883	(149,996)	338,139	11,374	23,233	1,285	768,784
Other Financing Sources (Uses)	43,521	-	65,000	-	-	-	-	-	-	-	(15,922)	-	(312,600)	285,000	-	-	65,000
Net Changes to Fund Balance	312,208	46,264	(6,489)	159	12,006	(19,833)	(28,351)	26,130	(5,639)	138,932	161,961	(149,996)	25,539	296,374	23,233	1,285	833,784
Beginning Fund Balance	483,728	63,585	210,024	42,729	1,582	602,792	14,214	56,987	19,766	12,014	137,744	649,722	121,030	532,822	10,417	211,121	3,170,276
Ending Fund Balance	795,936	109,849	203,535	42,888	13,588	582,960	(14,137)	83,116	14,127	150,946	299,705	499,726	146,569	829,196	33,650	212,407	4,004,060

City of Dundee

Statement of Revenues & Expenditures

01-General Fund

From 11/1/2016 Through 11/30/2016

(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Taxes	550,290	623,609	677,200	-8%	(53,591)
Franchise Fees	11,707	30,191	139,700	-78%	(109,509)
Licenses & Permits	2,071	33,967	63,200	-46%	(29,233)
Intergovernmental Revenue	10,402	34,409	151,200	-77%	(116,791)
Charges for Services	16,830	91,346	212,300	-57%	(120,954)
Fines & Forfeitures	5,602	26,200	54,000	-51%	(27,800)
Miscellaneous Revenues	476	5,525	7,700	-28%	(2,175)
Total REVENUES	597,378	845,248	1,305,300	-35%	(460,052)
EXPENDITURES					
General Govt	24,355	147,492	337,700	56%	190,208
Court	1,888	8,614	21,400	60%	12,786
Community Development	3,292	52,367	121,800	57%	69,433
Police Services	36,774	203,624	479,500	58%	275,876
Fire Services	22,502	164,464	404,200	59%	239,736
Total EXPENDITURES	88,811	576,561	1,364,600	58%	788,039
Excess (deficiency) of Revenue Over Expenditures	508,568	268,686	(59,300)	-553%	327,986
OTHER FINANCING SOURCES (USES)					
Transfers In	8,244	43,521	92,200	-53%	(48,679)
Transfers Out	0	0	(248,000)	-100%	248,000
Other Uses	0	0	(80,000)	0%	80,000
Total OTHER FINANCING SOURCES (USES)	8,244	43,521	(235,800)	-118%	279,321
NET CHANGE IN FUND BALANCE	516,811	312,208	(295,100)	-206%	607,308
BEGINNING FUND BALANCE	279,125	483,728	480,700	1%	3,028
ENDING FUND BALANCE	795,936	795,936	185,600	329%	610,336

CITY OF DUNDEE

Statement of Revenues and Expenditures
01 - Admin / Finance
001 - General Fund
From 11/1/2016 Through 11/30/2016
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
EXPENDITURES					
Personnel Services					
Salaries & Wages	12,829	63,986	154,400	59 %	90,414
Personnel Benefits	5,641	28,456	74,100	62 %	45,644
Total Personnel Services	18,470	92,443	228,500	60 %	136,057
Materials & Services					
Supplies	558	2,848	4,000	29 %	1,152
Professional Services	2,543	19,575	48,100	59 %	28,525
Contractual Services	110	551	1,300	58 %	749
Travel & Training	232	8,468	12,800	34 %	4,332
Insurance	0	8,000	7,800	(3)%	(200)
Regulatory Requirements	475	475	900	47 %	425
Utilities	421	2,623	6,400	59 %	3,777
Repairs & Maintenance	436	1,649	9,200	82 %	7,551
Other Materials & Services	1,109	6,385	14,200	55 %	7,815
Total Materials & Services	5,884	50,575	104,700	52 %	54,125
Capital Outlay					
	0	4,475	4,500	1 %	25
Total EXPENDITURES	24,355	147,492	337,700	56 %	190,208

CITY OF DUNDEE

Statement of Revenues and Expenditures

02 - Court

001 - General Fund

From 11/1/2016 Through 11/30/2016

(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
EXPENDITURES					
Personnel Services					
Salaries & Wages	697	3,462	8,600	60 %	5,138
Personnel Benefits	461	2,324	6,700	65 %	4,376
Total Personnel Services	1,159	5,786	15,300	62 %	9,514
Materials & Services					
Supplies	0	0	200	100 %	200
Professional Services	0	0	400	100 %	400
Contractual Services	274	1,370	3,900	65 %	2,530
Travel & Training	431	1,319	500	(164)%	(819)
Other Materials & Services	25	139	1,100	87 %	961
Total Materials & Services	730	2,828	6,100	54 %	3,272
Total EXPENDITURES	1,888	8,614	21,400	60 %	12,786

CITY OF DUNDEE

Statement of Revenues and Expenditures
03 - Community Development
001 - General Fund
From 11/1/2016 Through 11/30/2016
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
EXPENDITURES					
Personnel Services					
Salaries & Wages	814	4,054	10,300	61 %	6,246
Personnel Benefits	419	2,117	8,000	74 %	5,884
Total Personnel Services	1,234	6,170	18,300	66 %	12,130
Materials & Services					
Supplies	0	0	900	100 %	900
Professional Services	874	18,719	50,500	63 %	31,781
Contractual Services	1,178	27,231	36,000	24 %	8,769
Travel & Training	7	159	1,100	86 %	941
Other Materials & Services	0	88	15,000	99 %	14,912
Total Materials & Services	2,058	46,197	103,500	55 %	57,303
Total EXPENDITURES	3,292	52,367	121,800	57 %	69,433

CITY OF DUNDEE

Statement of Revenues and Expenditures

04 - Police Dept

001 - General Fund

From 11/1/2016 Through 11/30/2016

(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
EXPENDITURES					
Materials & Services					
Contractual Services	36,774	203,624	479,500	58 %	275,876
Total Materials & Services	36,774	203,624	479,500	58 %	275,876
Total EXPENDITURES	36,774	203,624	479,500	58 %	275,876

CITY OF DUNDEE

Statement of Revenues and Expenditures
05 - Fire Dept
001 - General Fund
From 11/1/2016 Through 11/30/2016
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
EXPENDITURES					
Personnel Services					
Salaries & Wages	13,047	72,143	180,400	60 %	108,257
Personnel Benefits	6,097	37,607	82,400	54 %	44,793
Total Personnel Services	19,144	109,750	262,800	58 %	153,050
Materials & Services					
Supplies	578	5,510	18,500	70 %	12,990
Professional Services	0	0	2,000	100 %	2,000
Contractual Services	0	14,354	30,000	52 %	15,646
Travel & Training	37	1,161	3,100	63 %	1,940
Insurance	0	17,234	16,600	(4)%	(634)
Regulatory Requirements	220	2,107	9,000	77 %	6,893
Utilities	887	5,097	16,500	69 %	11,403
Repairs & Maintenance	1,627	6,085	18,500	67 %	12,415
Other Materials & Services	9	500	700	29 %	200
Total Materials & Services	3,358	52,047	114,900	55 %	62,853
Capital Outlay					
	0	2,667	26,500	90 %	23,833
Total EXPENDITURES	22,502	164,464	404,200	59 %	239,736

CITY OF DUNDEE

Statement of Revenues and Expenditures
110 - Street Fund
From 11/1/2016 Through 11/30/2016
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Taxes	2,967	15,720	40,000	(61)%	(24,280)
Intergovernmental Revenue	16,915	82,874	185,000	(55)%	(102,126)
Miscellaneous Revenues	57	286	200	43 %	86
Total REVENUES	19,939	98,880	225,200	(56)%	(126,320)
EXPENDITURES					
Personnel Services	4,531	23,856	59,400	60 %	35,544
Materials & Services					
Supplies	180	1,023	4,200	76 %	3,177
Professional Services	0	851	7,300	88 %	6,449
Travel & Training	5	128	500	74 %	372
Insurance	0	1,604	1,600	(0)%	(4)
Regulatory Requirements	0	0	100	100 %	100
Utilities	1,814	9,368	22,300	58 %	12,932
Repairs & Maintenance	555	4,081	26,600	85 %	22,519
Interfund Services	2,341	11,705	28,100	58 %	16,395
Other Materials & Services	0	0	200	100 %	200
Total Materials & Services	4,895	28,760	90,900	68 %	62,140
Capital Outlay	0	0	7,000	100 %	7,000
Total EXPENDITURES	9,427	52,616	157,300	67 %	104,684
Excess (deficiency) of Revenue over Expenditures	10,513	46,264	67,900	(32)%	(21,636)
OTHER FINANCING SOURCES (USES)					
Transfer Out	0	0	(97,200)	(100)%	97,200
Other Uses	0	0	(5,000)	(100)%	5,000
Total OTHER FINANCING SOURCES (USES)	0	0	(102,200)	(100)%	102,200
NET CHANGE IN FUND BALANCE	10,513	46,264	(34,300)	(235)%	80,564
BEGINNING FUND BALANCE	99,336	63,585	38,800	64 %	24,785
ENDING FUND BALANCE	109,849	109,849	4,500	2,341 %	105,349

CITY OF DUNDEE

Statement of Revenues and Expenditures
111 - Street CIP Fund
From 11/1/2016 Through 11/30/2016
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Franchise Fees	1,496	9,960	41,400	(76)%	(31,440)
Intergovernmental Revenue	0	50,000	1,385,000	(96)%	(1,335,000)
Miscellaneous Revenues	118	497	260,200	(100)%	(259,703)
Total REVENUES	1,614	60,458	1,686,600	(96)%	(1,626,142)
EXPENDITURES					
Capital Outlay	6,173	131,947	2,233,500	94 %	2,101,553
Debt Service	0	0	26,600	100 %	26,600
Total EXPENDITURES	6,173	131,947	2,260,100	94 %	2,128,153
Excess (deficiency) of Revenue over Expenditures	(4,559)	(71,489)	(573,500)	(88)%	502,011
OTHER FINANCING SOURCES (USES)					
Debt Proceeds	65,000	65,000	76,000	(14)%	(11,000)
Transfers In	0	0	85,000	(100)%	(85,000)
Other					
Interfund Loan	0	0	200,000	(100)%	(200,000)
Total Other	0	0	200,000	(100)%	(200,000)
Total OTHER FINANCING SOURCES (USES)	65,000	65,000	361,000	(82)%	(296,000)
NET CHANGE IN FUND BALANCE	60,441	(6,489)	(212,500)	(97)%	206,011
BEGINNING FUND BALANCE	143,094	210,024	215,000	(2)%	(4,976)
ENDING FUND BALANCE	203,535	203,535	2,500	8,041 %	201,035

CITY OF DUNDEE

Statement of Revenues and Expenditures
112 - Street Reserve Fund
From 11/1/2016 Through 11/30/2016
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Miscellaneous Revenues	21	159	200	(20)%	(41)
Total REVENUES	21	159	200	(20)%	(41)
EXPENDITURES					
Capital Outlay	0	0	42,900	100 %	42,900
Total EXPENDITURES	0	0	42,900	100 %	42,900
Excess (deficiency) of Revenue over Expenditures	21	159	(42,700)	(100)%	42,859
NET CHANGE IN FUND BALANCE	21	159	(42,700)	(100)%	42,859
BEGINNING FUND BALANCE	42,867	42,729	42,700	0 %	29
ENDING FUND BALANCE	42,888	42,888	0	0 %	42,888

CITY OF DUNDEE

Statement of Revenues and Expenditures
122 - State Revenue Sharing Fund
From 11/1/2016 Through 11/30/2016
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Intergovernmental Revenue	6,776	18,312	25,500	(28)%	(7,188)
Miscellaneous Revenues	3	26	100	(74)%	(74)
Total REVENUES	6,779	18,338	25,600	(28)%	(7,262)
EXPENDITURES					
Materials & Services					
Professional Services	32	32	28,500	100 %	28,468
Contractual Services	3,730	6,300	7,600	17 %	1,300
Total Materials & Services	3,762	6,332	36,100	82 %	29,768
Total EXPENDITURES	3,762	6,332	36,100	82 %	29,768
Excess (deficiency) of Revenue over Expenditures	3,017	12,006	(10,500)	(214)%	22,506
OTHER FINANCING SOURCES (USES)					
Transfers In	0	0	13,000	(100)%	(13,000)
Transfer Out	0	0	(5,000)	(100)%	5,000
Total OTHER FINANCING SOURCES (USES)	0	0	8,000	(100)%	(8,000)
NET CHANGE IN FUND BALANCE	3,017	12,006	(2,500)	(580)%	14,506
BEGINNING FUND BALANCE	10,571	1,582	2,500	(37)%	(918)
ENDING FUND BALANCE	13,588	13,588	0	0 %	13,588

CITY OF DUNDEE

Statement of Revenues and Expenditures
127 - Equipment Reserve Fund
From 11/1/2016 Through 11/30/2016
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Miscellaneous Revenues					
	355	10,244	3,800	170 %	6,444
Total REVENUES	355	10,244	3,800	170 %	6,444
EXPENDITURES					
Capital Outlay					
	0	763	680,400	100 %	679,637
Debt Service					
	0	29,314	58,600	50 %	29,286
Total EXPENDITURES	0	30,077	739,000	96 %	708,923
Excess (deficiency) of Revenue over Expenditures	355	(19,833)	(735,200)	(97)%	715,367
OTHER FINANCING SOURCES (USES)					
Transfers In					
	0	0	136,200	(100)%	(136,200)
Total OTHER FINANCING SOURCES (USES)	0	0	136,200	(100)%	(136,200)
NET CHANGE IN FUND BALANCE	355	(19,833)	(599,000)	(97)%	579,167
BEGINNING FUND BALANCE					
	582,604	602,792	599,000	1 %	3,792
ENDING FUND BALANCE	582,960	582,960	0	0 %	582,960

CITY OF DUNDEE

Statement of Revenues and Expenditures

131 - Parks Fund

From 11/1/2016 Through 11/30/2016

(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Intergovernmental Revenue					
	0	0	5,700	(100)%	(5,700)
Miscellaneous Revenues					
	0	15	4,100	(100)%	(4,085)
Total REVENUES	0	15	9,800	(100)%	(9,785)
EXPENDITURES					
Materials & Services					
Professional Services	0	0	2,500	100 %	2,500
Repairs & Maintenance	0	214	1,000	79 %	786
Total Materials & Services	0	214	3,500	94 %	3,286
Capital Outlay					
	6,079	28,152	30,000	6 %	1,848
Total EXPENDITURES	6,079	28,366	33,500	15 %	5,134
Excess (deficiency) of Revenue over Expenditures	(6,079)	(28,351)	(23,700)	20 %	(4,651)
OTHER FINANCING SOURCES (USES)					
Transfers In					
	0	0	5,000	(100)%	(5,000)
Total OTHER FINANCING SOURCES (USES)	0	0	5,000	(100)%	(5,000)
NET CHANGE IN FUND BALANCE	(6,079)	(28,351)	(18,700)	52 %	(9,651)
BEGINNING FUND BALANCE					
	(8,057)	14,214	19,100	(26)%	(4,886)
ENDING FUND BALANCE	(14,137)	(14,137)	400	(3,634)%	(14,537)

CITY OF DUNDEE

Statement of Revenues and Expenditures
151 - Tourism Fund
From 11/1/2016 Through 11/30/2016
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Taxes	5,069	31,954	43,100	(26)%	(11,146)
Miscellaneous Revenues	36	217	5,100	(96)%	(4,883)
Total REVENUES	5,105	32,171	48,200	(33)%	(16,029)
EXPENDITURES					
Materials & Services					
Professional Services	0	0	2,500	100 %	2,500
Contractual Services	2,859	6,041	47,000	87 %	40,959
Total Materials & Services	2,859	6,041	49,500	88 %	43,459
Capital Outlay	0	0	50,000	100 %	50,000
Total EXPENDITURES	2,859	6,041	99,500	94 %	93,459
Excess (deficiency) of Revenue over Expenditures	2,246	26,130	(51,300)	(151)%	77,430
NET CHANGE IN FUND BALANCE	2,246	26,130	(51,300)	(151)%	77,430
BEGINNING FUND BALANCE	80,870	56,987	52,600	8 %	4,387
ENDING FUND BALANCE	83,116	83,116	1,300	6,294 %	81,816

CITY OF DUNDEE

Statement of Revenues and Expenditures
201 - Fire Station Construction
From 11/1/2016 Through 11/30/2016
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Miscellaneous Revenues					
	6	50	0	0 %	50
Total REVENUES	6	50	0	0 %	50
EXPENDITURES					
Materials & Services					
Professional Services	1,794	5,012	178,000	97 %	172,988
Total Materials & Services	1,794	5,012	178,000	97 %	172,988
Capital Outlay					
	677	677	4,000	83 %	3,323
Total EXPENDITURES	2,471	5,689	182,000	97 %	176,311
Excess (deficiency) of Revenue over Expenditures	(2,465)	(5,639)	(182,000)	(97)%	176,361
OTHER FINANCING SOURCES (USES)					
Transfers In					
	0	0	180,000	(100)%	(180,000)
Total OTHER FINANCING SOURCES (USES)	0	0	180,000	(100)%	(180,000)
NET CHANGE IN FUND BALANCE	(2,465)	(5,639)	(2,000)	182 %	(3,639)
BEGINNING FUND BALANCE	16,592	19,766	2,000	888 %	17,766
ENDING FUND BALANCE	14,127	14,127	0	0 %	14,127

CITY OF DUNDEE

Statement of Revenues and Expenditures
310 - Bonded Debt
From 11/1/2016 Through 11/30/2016
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Taxes	136,180	138,795	150,000	(7)%	(11,205)
Miscellaneous Revenues	95	137	400	(66)%	(263)
Total REVENUES	136,275	138,932	150,400	(8)%	(11,468)
EXPENDITURES					
Debt Service	0	0	150,200	100 %	150,200
Total EXPENDITURES	0	0	150,200	100 %	150,200
Excess (deficiency) of Revenue over Expenditures	136,275	138,932	200	69,366 %	138,732
NET CHANGE IN FUND BALANCE	136,275	138,932	200	69,366 %	138,732
BEGINNING FUND BALANCE	14,671	12,014	11,600	4 %	414
ENDING FUND BALANCE	150,946	150,946	11,800	1,179 %	139,146

CITY OF DUNDEE

Statement of Revenues and Expenditures

431 - Water Fund

From 11/1/2016 Through 11/30/2016

(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Charges for Services	51,233	335,505	619,900	(46)%	(284,395)
Miscellaneous Revenues	161	777	1,100	(29)%	(323)
Total REVENUES	51,393	336,282	621,000	(46)%	(284,718)
EXPENDITURES					
Personnel Services	13,114	66,845	169,400	61 %	102,555
Materials & Services					
Supplies	367	5,951	14,300	58 %	8,349
Professional Services	1,280	3,582	11,400	69 %	7,818
Contractual Services	1,770	2,144	10,000	79 %	7,856
Travel & Training	29	783	1,800	56 %	1,017
Insurance	0	5,246	5,400	3 %	154
Regulatory Requirements	1,130	2,725	7,200	62 %	4,475
Utilities	3,086	20,498	43,600	53 %	23,102
Repairs & Maintenance	1,094	10,111	39,800	75 %	29,689
Interfund Services	6,683	33,415	80,200	58 %	46,785
Other Materials & Services	653	3,324	6,500	49 %	3,176
Total Materials & Services	16,092	87,779	220,200	60 %	132,421
Capital Outlay	555	3,776	32,300	88 %	28,524
Total EXPENDITURES	29,761	158,399	421,900	62 %	263,501
Excess (deficiency) of Revenue over Expenditures	21,633	177,883	199,100	(11)%	(21,217)
OTHER FINANCING SOURCES (USES)					
Transfer Out	(2,365)	(15,922)	(293,900)	(95)%	277,978
Other Uses	0	0	(20,000)	(100)%	20,000
Total OTHER FINANCING SOURCES (USES)	(2,365)	(15,922)	(313,900)	(95)%	297,978
NET CHANGE IN FUND BALANCE	19,268	161,961	(114,800)	(241)%	276,761
BEGINNING FUND BALANCE	280,437	137,744	120,600	14 %	17,144
ENDING FUND BALANCE	299,705	299,705	5,800	5,067 %	293,905

CITY OF DUNDEE

Statement of Revenues and Expenditures

432 - Water CIP Fund

From 11/1/2016 Through 11/30/2016

(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Charges for Services	0	27,693	29,600	(6)%	(1,907)
Miscellaneous Revenues	308	5,509	9,000	(39)%	(3,491)
Total REVENUES	308	33,202	38,600	(14)%	(5,398)
EXPENDITURES					
Capital Outlay	0	124,632	550,200	77 %	425,568
Debt Service	58,565	58,565	117,300	50 %	58,735
Total EXPENDITURES	58,565	183,197	667,500	73 %	484,303
Excess (deficiency) of Revenue over Expenditures	(58,258)	(149,996)	(628,900)	(76)%	478,904
OTHER FINANCING SOURCES (USES)					
Transfers In	0	0	220,000	(100)%	(220,000)
Other					
Interfund Loan	0	0	(200,000)	(100)%	200,000
Total Other	0	0	(200,000)	(100)%	200,000
Total OTHER FINANCING SOURCES (USES)	0	0	20,000	(100)%	(20,000)
NET CHANGE IN FUND BALANCE	(58,258)	(149,996)	(608,900)	(75)%	458,904
BEGINNING FUND BALANCE	557,984	649,722	617,300	5 %	32,422
ENDING FUND BALANCE	499,726	499,726	8,400	5,849 %	491,326

CITY OF DUNDEE

Statement of Revenues and Expenditures

441 - Sewer Fund

From 11/1/2016 Through 11/30/2016

(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Charges for Services	117,574	552,397	1,244,000	(56)%	(691,603)
Miscellaneous Revenues	10	209	200	5 %	9
Total REVENUES	117,584	552,606	1,244,200	(56)%	(691,594)
EXPENDITURES					
Personnel Services	12,773	65,161	162,900	61 %	97,739
Materials & Services					
Supplies	787	8,793	26,800	67 %	18,007
Professional Services	0	31,689	44,600	29 %	12,911
Contractual Services	224	403	600	33 %	197
Travel & Training	16	504	1,800	72 %	1,296
Insurance	0	15,367	14,800	(4)%	(567)
Regulatory Requirements	0	4,932	6,900	29 %	1,968
Utilities	6,691	30,797	82,100	62 %	51,303
Repairs & Maintenance	3,466	21,464	123,800	83 %	102,336
Interfund Services	6,425	32,125	77,100	58 %	44,975
Other Materials & Services	653	3,230	6,300	49 %	3,070
Total Materials & Services	18,262	149,306	384,800	61 %	235,494
Total EXPENDITURES	31,035	214,467	547,700	61 %	333,233
Excess (deficiency) of Revenue over Expenditures	86,550	338,139	696,500	(51)%	(358,361)
OTHER FINANCING SOURCES (USES)					
Transfer Out	(62,879)	(312,600)	(770,100)	(59)%	457,500
Other Uses	0	0	(20,000)	(100)%	20,000
Total OTHER FINANCING SOURCES (USES)	(62,879)	(312,600)	(790,100)	(60)%	477,500
NET CHANGE IN FUND BALANCE	23,671	25,539	(93,600)	(127)%	119,139
BEGINNING FUND BALANCE	122,898	121,030	110,500	10 %	10,530
ENDING FUND BALANCE	146,569	146,569	16,900	767 %	129,669

CITY OF DUNDEE

Statement of Revenues and Expenditures

442 - Sewer CIP Fund

From 11/1/2016 Through 11/30/2016

(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Charges for Services	0	58,937	28,200	109 %	30,737
Miscellaneous Revenues	515	2,439	788,000	(100)%	(785,561)
Total REVENUES	515	61,375	816,200	(92)%	(754,825)
EXPENDITURES					
Capital Outlay	0	44,106	864,000	95 %	819,894
Debt Service	5,896	5,896	694,600	99 %	688,704
Total EXPENDITURES	5,896	50,002	1,558,600	97 %	1,508,598
Excess (deficiency) of Revenue over Expenditures	(5,381)	11,374	(742,400)	(102)%	753,774
OTHER FINANCING SOURCES (USES)					
Transfers In	57,000	285,000	695,000	(59)%	(410,000)
Total OTHER FINANCING SOURCES (USES)	57,000	285,000	695,000	(59)%	(410,000)
NET CHANGE IN FUND BALANCE	51,619	296,374	(47,400)	(725)%	343,774
BEGINNING FUND BALANCE	777,577	532,822	541,000	(2)%	(8,178)
ENDING FUND BALANCE	829,196	829,196	493,600	68 %	335,596

CITY OF DUNDEE

Statement of Revenues and Expenditures
451 - Storm Water Fund
From 11/1/2016 Through 11/30/2016
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Charges for Services	8,658	42,179	104,700	(60)%	(62,521)
Miscellaneous Revenues	3	40	100	(60)%	(60)
Total REVENUES	8,662	42,219	104,800	(60)%	(62,581)
EXPENDITURES					
Personnel Services	2,245	11,365	28,900	61 %	17,535
Materials & Services					
Supplies	90	498	2,200	77 %	1,702
Professional Services	160	520	5,900	91 %	5,380
Travel & Training	5	105	400	74 %	295
Insurance	0	136	600	77 %	464
Regulatory Requirements	0	0	100	100 %	100
Utilities	24	285	600	52 %	315
Repairs & Maintenance	2	280	2,400	88 %	2,120
Interfund Services	1,141	5,705	13,700	58 %	7,995
Other Materials & Services	0	91	400	77 %	309
Total Materials & Services	1,422	7,621	26,300	71 %	18,679
Total EXPENDITURES	3,667	18,986	55,200	66 %	36,214
Excess (deficiency) of Revenue over Expenditures	4,994	23,233	49,600	(53)%	(26,367)
OTHER FINANCING SOURCES (USES)					
Transfer Out	0	0	(54,200)	(100)%	54,200
Other Uses	0	0	(5,000)	(100)%	5,000
Total OTHER FINANCING SOURCES (USES)	0	0	(59,200)	(100)%	59,200
NET CHANGE IN FUND BALANCE	4,994	23,233	(9,600)	(342)%	32,833
BEGINNING FUND BALANCE	28,656	10,417	10,100	3 %	317
ENDING FUND BALANCE	33,650	33,650	500	6,630 %	33,150

CITY OF DUNDEE

Statement of Revenues and Expenditures
452 - Storm Water CIP Fund
From 11/1/2016 Through 11/30/2016
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Charges for Services	0	26,393	12,000	120 %	14,393
Miscellaneous Revenues	134	773	200	287 %	573
Total REVENUES	134	27,167	12,200	123 %	14,967
EXPENDITURES					
Capital Outlay	0	14,090	234,000	94 %	219,910
Debt Service	11,792	11,792	23,700	50 %	11,908
Total EXPENDITURES	11,792	25,881	257,700	90 %	231,819
Excess (deficiency) of Revenue over Expenditures	(11,657)	1,285	(245,500)	(101)%	246,785
OTHER FINANCING SOURCES (USES)					
Transfers In	0	0	42,000	(100)%	(42,000)
Total OTHER FINANCING SOURCES (USES)	0	0	42,000	(100)%	(42,000)
NET CHANGE IN FUND BALANCE	(11,657)	1,285	(203,500)	(101)%	204,785
BEGINNING FUND BALANCE	224,064	211,121	206,600	2 %	4,521
ENDING FUND BALANCE	212,407	212,407	3,100	6,752 %	209,307

AGENDA REPORT

To: Mayor Russ and City Council

From: Rob Daykin, City Administrator

Date: December 29, 2016

Re: Ordinance No. 553-2017, Recreational Vehicles

Ordinance No. 553-2017 establishes a new chapter in the Dundee Municipal Code that regulates occupation of a recreational vehicle. Section 8.36.02 complies with ORS 197.493 that prohibits a state agency or local government from limiting the occupancy of a recreational vehicle, solely on the grounds that the occupancy is in a recreational vehicle, if the recreational vehicle is located in a manufactured dwelling park, mobile home park or recreational vehicle park and is lawfully connected to water and electrical supply systems and a sewage disposal system. Temporary occupancy may be obtained by permit from the City Administrator for placement on a residential lot for two weeks per six month period or six months on the site of residential construction, and the City Council may authorize occupation of recreational vehicles for emergency temporary housing or in conjunction with a community event not exceeding five days. To comply with recent court cases and concerns with discrimination of homeless persons, an exception to occupying a recreational vehicle on a public street for less than 24 hours is exempt from the provisions of this new chapter.

Recommendation: Motion to adopt Ordinance no. 553-2017, an ordinance relating to the occupancy of recreational vehicles and amending the Dundee Municipal Code.

ORDINANCE NO. 553-2017

AN ORDINANCE RELATING TO THE OCCUPANCY OF RECREATIONAL VEHICLES AND AMENDING THE DUNDEE MUNICIPAL CODE.

THE CITY OF DUNDEE DOES ORDAIN AS FOLLOWS:

A new Chapter – 8.36 - is hereby adopted and added to the Dundee Municipal Code, which is to read as set out in Exhibit "A" attached hereto.

ADOPTED by the Council this _____ day of _____, 2017.

Approved:

_____
David Russ
Mayor

Attest:

_____
Rob Daykin
City Administrator/Recorder

Chapter 8.36

RECREATIONAL VEHICLES

8.36.010 Definition.

For the purposes of this chapter, the term "recreational vehicle" means any recreational vehicle, motor home, travel trailer, camper trailer, truck camper, or other vehicle equipped for sleeping and living purposes.

8.36.020 Recreational vehicle occupancy.

No person shall use or permit to use a recreational vehicle as a residence, or reside therein, except when the recreational vehicle is located in an authorized and approved mobile home park, manufactured dwelling park or recreational vehicle park and the recreational vehicle is lawfully connected to water and electrical supply systems and a sewage disposal system or as provided in sections 8.36.030 or 8.36.050 below.

8.36.030 Temporary occupancy.

A. Recreational vehicles may be used as temporary residences as provided in this section as follows:
   1. The city administrator may issue a permit for placement and temporary occupancy of a recreational vehicle up to 14 days on a residential lot that has an inhabitable residence. No more than one permit shall be issued for a residential lot per six month period.
   2. The city administrator may issue a permit for placement of a recreational vehicle on a residential lot for the temporary occupancy of the owner of the lot for up to six months during construction of a new or remodeled permanent residence on the lot. An extension of an additional six month period may be approved if the city administrator finds that owner is making satisfactory progress for completion of construction.
   3. The city council may authorize the temporary occupation of recreational vehicles in a designated area for emergency temporary housing or for use by a group or organization during a community event not to exceed five days. The city council may impose any conditions it deems necessary to preserve the peace, safety, health, or welfare of the City.

B. Permits issued by the city administrator shall be in the form as prescribed by the city

administrator and shall be prominently displayed on the recreational vehicle while in use as a temporary residence. The city administrator may revoke a permit if any of the permit conditions are not met.

C. Recreational vehicles approved for temporary occupancy shall be fully self-contained and present no health hazard to the community with respect to water, sewer and garbage.

8.36.040 Prohibited utility connections.

It shall be unlawful for any person to connect any electric, water, sewer, gas, or telephone line from any source to a recreational vehicle if any portion of such line between the connection at the recreational vehicle and the point of connection at the source extends over or across any public street, sidewalk, or other public right-of-way or any portion thereof. It is unlawful for any recreational vehicle to connect to the city water and sewer system except in accordance with the ordinances of the city.

8.36.050 Wheel removal – Footings – Applicability.

The removal of the wheels or the placement of a recreational vehicle on posts, footings or permanent or temporary foundation shall not be considered as removing said recreational vehicle from the regulations contained in this chapter.

8.36.060 Exceptions

Nothing in this chapter shall be construed to prohibit the occupation of a legally parked recreational vehicle located on a public street for less than 24 hours.

8.36.070 Appeal.

A person aggrieved by the decision of the city administrator denying or revoking a temporary occupancy permit may appeal to the city council by filing with the city a written request for review no later than 10 days after receiving the city administrator's decision. The city council's decision shall be final.

8.36.080 Violation – penalty.

A violation of any provision of this chapter shall be punishable by a fine of up to $250.00. Each day of violation shall constitute a separate violation for purposes of this chapter.

AGENDA REPORT

To: Mayor Russ and City Council

From: Rob Daykin, City Administrator

Date: December 29, 2016

Re: Ordinance No. 554-2017, Vehicle Storage on Streets

The amendment to Dundee Municipal Code Section 10.04.160 was prepared per the Council's direction to increase the maximum hours limit from 24 to 72, to better reflect the regulation used in Newberg and enforced by the Newberg-Dundee Police Department. Similar to Newberg, Dundee's regulation does not differentiate between the storage of vehicles or other personal property on public streets. (Note: DMC 10.04.170 prohibits parking or leaving on a street any items that "impede traffic or obstruct the view") I also added a provision to help define when a motor has been deemed to move.

Recommendation: Motion to adopt Ordinance No. 554-2017, an ordinance relating to storage of motor vehicles on streets and amending section 10.14.160 of the Dundee Municipal Code.

ORDINANCE NO. 554-2017

AN ORDINANCE RELATING TO STORAGE OF MOTOR VEHICLES ON STREETS AND AMENDING SECTION 10.14.160 OF THE DUNDEE MUNICIPAL CODE.

THE CITY OF DUNDEE DOES ORDAIN AS FOLLOWS:

Section 10.12.040 of the Dundee Municipal Code is hereby amended to read as follows:

10.04.160 Storage of motor vehicles on streets.

No person shall store or permit to be stored on a street or other public property, without permission of the council, a ~~disabled~~ motor vehicle or personal property for a period in excess of ~~24~~72 hours. Failure to move a motor vehicle or other personal property for a period of ~~24~~72 consecutive hours constitutes prima facie evidence of storage ~~of a junk~~ and abandonment of a motor vehicle. The continuity of the time shall not be deemed broken by movement of the vehicle elsewhere on the block unless the movement removes the vehicle from the block where it is located before it is returned.

ADOPTED by the Council this _____ day of _____, 2017.

Approved:

_____
David Russ
Mayor

Attest:

_____
Rob Daykin
City Administrator/Recorder

AGENDA REPORT

To: Mayor Russ and City Council

From: Rob Daykin, City Administrator

Date: December 29, 2016

Re: TE Sidewalk/Streetscape Project Funding Agreement

The attached Cooperative Improvement Agreement provides $900,000 for work to be completed in Phase 1 of the Sidewalk/Streetscape Project representing work that is the financial responsibility of ODOT. Eligible work includes upgrading existing sidewalk ramps to contemporary Americans with Disabilities Act (ADA) standards, replacing existing curbs with an increased elevation to ensure compliance with ADA standards for crosswalk slopes, relocation of storm drain inlets, and for work completed on the highway by the City at Tenth Street. Project Manager Tony Snyder, ODOT also obtained an increase in design engineering funds that is separate from this agreement and has reconvened his team to continue work on Phase 2. City Engineer Greg Reid submitted the revised Phase 1 plan set to ODOT last week for permitting, so with the execution of this agreement we should be in good shape to go out to bid soon. I will be reviewing the updated construction estimates and funding sources for both phases with Tony and Greg on January 6, and will update Council on the status of the projects at the January 17 meeting.

Recommendation: Motion to authorize the city administrator to execute the Cooperative Improvement Agreement No. 31730 with ODOT.

COOPERATIVE IMPROVEMENT AGREEMENT
Oregon Route 99W: 2nd Street to 12th Street
City of Dundee

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the CITY OF DUNDEE, acting by and through its designated officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Oregon Route 99W (Pacific Highway West) is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC) and is routed through the corporate limits of Agency. 2nd Street, 3rd Street, 7th Street, 8th Street, 9th Street, 10th Street, 11th Street, and 12th Street are part of the city street system under the jurisdiction and control of Agency.

2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

3. Both Parties have planned projects to improve pedestrian safety and roadway function along OR 99W within the limits of the project described herein. Agency will combine into their project the improvements identified in this Agreement, which include but are not limited to sidewalks, curbing, curb ramps, and storm drainage. Upon completion of these improvements, State will apply a pavement overlay on OR 99W and construct other safety features as identified in State's OR 99W: 1st Street to Parks Drive Sidewalk and Streetscape (Dundee) project (Key No. 17882).

4. It is in the best interest of the Parties, adjacent businesses, and the traveling public to have one contractor complete the sidewalk, curbing and Americans with Disability Act of 1990 (ADA) curb ramp improvements along OR 99W within the limits of this project. To facilitate the efficient and timely completion of the improvements, State will provide funding to Agency to complete the work with their project rather than have State do a second sidewalk and ADA curb ramp improvement project in the same work area.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to allow Agency to design and construct storm drainage improvements and ADA required improvements to sidewalks, curbing, and curb ramps on OR 99W from 2nd Street to 12th Street, hereinafter referred to as "Project". The location of the Project is approximately as shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

2. The Project will be financed at an estimated cost of $900,000 in state funds. The estimate for the total Project cost is subject to change. The Parties agree that should the Project costs exceed $900,000, they will meet, prior to exceeding the Project estimate, to determine how to amend this Agreement to pay for the additional costs or reduce project scope to keep within the funding allocated. State shall be responsible for any Project costs beyond the estimate.

3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed no later than January 31, 2018.

4. State and Agency agrees that if the Project is not completed due to contract cancelation, work completed at the time funding is lost will be paid through the contract prior to Project termination.

AGENCY OBLIGATIONS

1. Agency shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the Project; identify and obtain all required permits; perform all construction engineering, manage the required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection (other than inspections provided by State), and provide project management services and other necessary functions for sole administration of the construction contract entered into for this Project.

2. Agency shall design and construct the Project in conformance with current ODOT standards and approved by State prior to advertisement for bid.

3. Agency shall, prior to its advertisement for construction bid proposals, obtain a permit from State for the Project construction and provide final plans and specifications to State's Project Manager.

4. Agency shall not award a construction contract until State's Project Manager has reviewed and approved the low bidder's proposal and cost.

5. Agency shall:

   a. Utilize ODOT standards to assess and ensure Project compliance with the Americans with Disabilities Act of 1990 (ADA), including ensuring that all sidewalks and curb ramps meet current ODOT Highway Design Manual standards;

   b. Follow ODOT's processes for design, modification, upgrade, or construction of sidewalks and curb ramps, including using the ODOT Highway Design Manual, Design Exception process, ODOT Standard Drawings, ODOT Standard Details DET1720 and DET1721, ODOT Construction Specifications, and current ODOT Curb Ramp Inspection form;

   c. At Project completion, send an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required from the Agency showing that each curb ramp meets ODOT standards and is ADA compliant;

      State's fillable Curb Ramp Inspection Form and instructions are available at the following address:

      http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx.

   d. Promptly notify State of Project completion and allow State to inspect Project sidewalks and curb ramps located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.

6. Agency shall submit the following items to State's Project Manager, at Project completion and prior to final payment:

   a. Final Project Completion Inspection Form 734-5063 (completed with State's Project Manager);

   b. Final Cost; and

   c. As-Constructed Drawings.

7. Agency shall keep accurate cost accounting records. Agency shall prepare and submit monthly itemized, progress invoices for construction directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the Agreement number, the invoice number or the account number or both, and will itemize

all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed $900,000, including all expenses.

8. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than $500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.

9. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.

10. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of Project. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

11. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.

12. Any such indemnification shall also provide that neither the Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately

defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

13. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

14. Agency shall construct the Project in accordance with the requirements of ORS 276.071 including the public contracting laws within ORS Chapters 279A, 279B and 279C.

15. If Agency chooses to assign its contracting responsibilities to a consultant or contractor, Agency shall inform the consultant or contractor of the requirements of ORS 276.071, to ensure that the public contracting laws within ORS Chapters 279A, 279B and 279C are followed.

16. Agency or its contractor shall follow the Oregon Locate Laws (ORS 757 and OAR 952).

17. Agency shall obtain a permit to "Occupy or Perform Operations upon a State Highway" from assigned State District 3 Project Manager as well as land use permits, building permits, and engineering design review approval from State. Agency agrees to comply with all provisions of said permit(s), and shall require its developers, contractors, subcontractors, or consultants performing such work to comply with such permit and review provisions.

18. Pursuant to the statutory requirements of ORS 279C.380 Agency shall require their contractor to submit a performance bond to Agency for an amount equal to or greater than the estimated cost of the Project.

19. If Agency enters into a construction contract for performance of work on the Project, then Agency will require its contractor to provide the following:

    a. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of

Contractor or its officers, employees, subcontractors, or agents under the resulting contract.

b. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.

c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than $1,000,000 for each job site or location. Each annual aggregate limit will not be less than $2,000,000.

d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than $1,000,000.

e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.

f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor's or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.

20. Agency shall, upon completion of Project, maintain the sidewalks at its own cost and expense. Maintenance responsibilities shall survive termination of the Agreement.

21. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

22. Agency's Project Manager for this Project is Rob Daykin, City Administrator, City of Dundee, 620 SW 5th Street, PO Box 220, Dundee, Oregon 97115; phone: (503) 538-3922; email: rob.daykin@dundeecity.org, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the services performed, State agrees to pay Agency within forty-five (45) days of receipt by State of the Project invoice a maximum amount of $900,000. Said maximum amount shall include reimbursement for all expenses. Travel expenses shall not be reimbursed.

2. State's District 3 Office shall review and, if approved, will concur in the plans prepared by Agency before the Project is advertised for a construction contract or before construction begins if Agency forces shall perform the work.

3. State's Project Manager will arrange for a final project inspection upon notification from Agency of Project completion, to confirm Project completeness and fulfillment of Agreement obligations, prior to final payment.

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

5. State grants authority to Agency to enter upon State right of way for the construction of this Project as provided for in miscellaneous permit to be issued by State District 3 Office.

6. State shall, upon completion of Project, maintain the curb ramps at its own cost and expense.

7. State's Project Manager for this Project is Tony Snyder, Project Manager, ODOT, Area 3, 885 Airport Road SE, Building Y, Salem, Oregon 97301; phone: (503) 986-2692; email: tony.r.snyder@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.

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

a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

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

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

3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

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

5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

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

9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key No. 19972) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

CITY OF DUNDEE, by and through its designated officials

By _____
Mayor

Date _____

By _____
City Administrator

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
City Legal Counsel

Date _____

Agency Contact:
Rob Daykin, City Administrator
City of Dundee
620 SW 5th Street
PO Box 220
Dundee, OR 97115
Phone: (503) 538-3922
Email: rob.daykin@dundeecity.org

State Contact:
Tony Snyder, Project Manager
ODOT, Area 3
885 Airport Road SE, Bldg. Y
Salem, OR 97301
Phone: (503) 986-2692
Email: tony.r.snyder@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
State Traffic Engineer

Date _____

By _____
Region 2 Manager

Date _____

By _____
Area 3 Manager

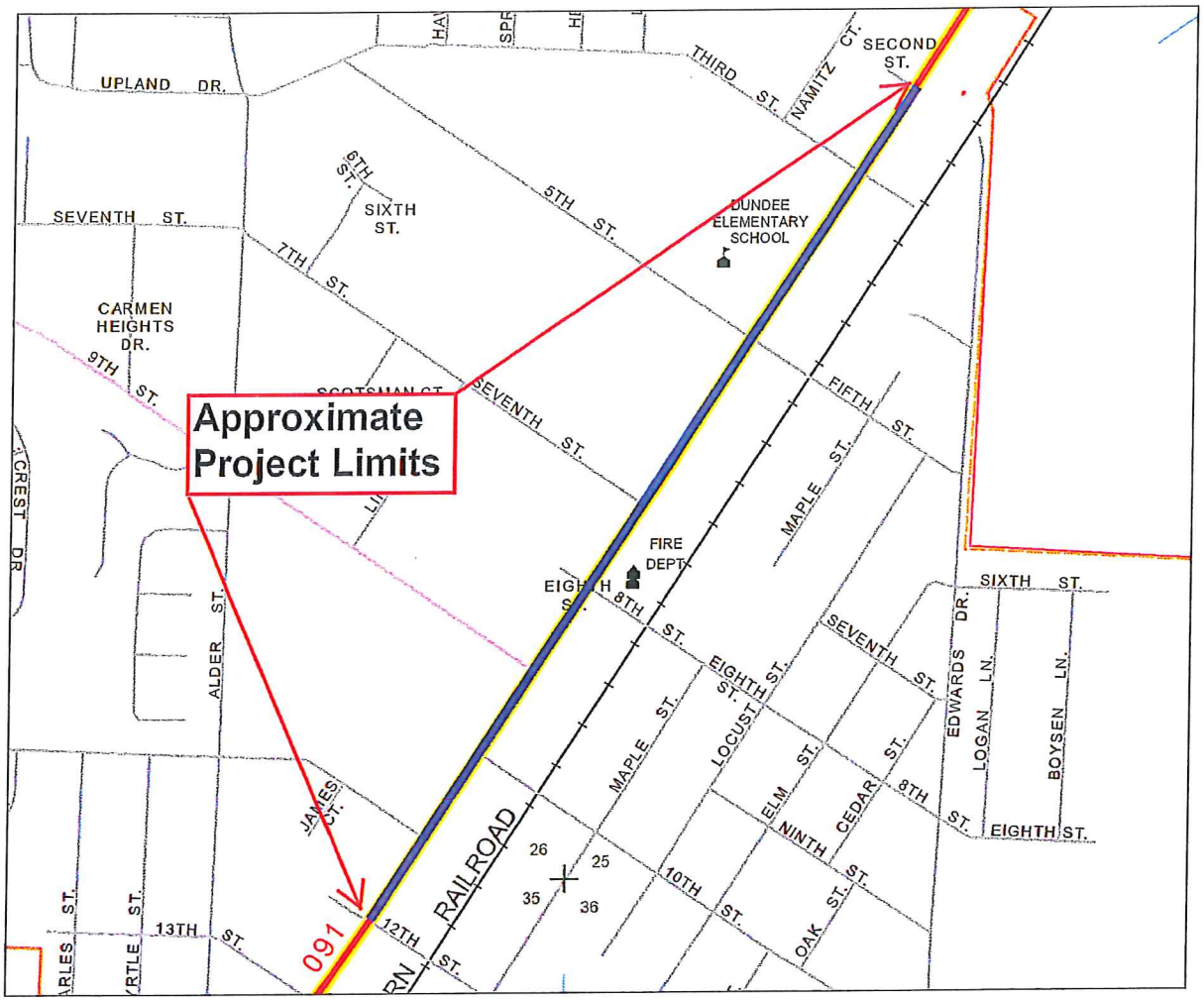
Date_____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

EXHIBIT A – Project Location Map
OR 99W: 2nd Street – 12th Street



AGENDA REPORT

To: Mayor Russ and City Council

From: Rob Daykin, City Administrator

Date: December 29, 2016

Re: Tourism Committee Appointments

The terms for three members of the Tourism Committee expire December 31, 2016 – see the roster below. Chair Ted Crawford expressed his interest in continuing to act as the Council liaison to the Committee and recommended reappointment of Nancy Ponzi as a Tourism Industry representative and Jennifer Sitter as an At-Large Resident member. Terms are for a two year period.

City Councilor, Chair	**Ted Crawford**	**December 31, 2016**
Chamber of Commerce	Sheryl Kelsh	December 31, 2017
Tourism Industry	**Nancy Ponzi**	**December 31, 2016**
Tourism Industry	Joseph Buck	December 31, 2017
At-Large Resident	**Jennifer Sitter**	**December 31, 2016**
At-Large Resident	Valerie Cutz	December 31, 2017
At-Large Resident	Diana Szymczak	December 31, 2017

Recommendation: Motion to approve the re-appointments of Ted Crawford, Nancy Ponzi, Jennifer Sitter to the Tourism Committee.