

**CITY OF DUNDEE**  
**CITY COUNCIL MEETING**  
**Fire Hall Community Room**

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

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

SEPTEMBER 20, 2016 7 - 9 PM.

Times printed are estimates. Actual time may vary.

1. Open Regular City Council Meeting
2. Pledge of Allegiance
3. Amendments to the Agenda, if any
4. 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.
5. Mayoral Proclamation: Diaper Need Awareness Week Pages 1-4
6. 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.
  - 6.1 City Council Minutes, September 6, 2016 Pages 5-12  
*Action Required: Motion to Accept the Consent Agenda*
7. Old Business:
  - 7.1 OLCC Liquor License Application, Cal Erath Pages 13-24  
*Action Required*
  - 7.2 MBR Manual Clean Update  
*Discussion*
  - 7.3 Biosolids Plan Update  
*Discussion*
  - 7.4 WWTP Control Panel Repair Project Pages 25-34  
*Action Required*
8. New Business:
  - 8.1 Water Bill Appeal Pages 35-38  
*Action Required*
  - 8.2 Communication Services IGA Pages 39-46  
*Action Required*
9. Council Concerns & Committee Reports
10. Mayor's Report
11. City Administrator Report



12. 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.
13. Adjourn

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Pending Business:

1. Public Works
  - 1.1 Highway 99W Sidewalk/Streetscape
  - 1.2 Inflow & Infiltration Program
  - 1.3 Charles Street Storm System
  - 1.4 Dogwood SCA Project
  - 1.5 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 Viewmont Greenway Park Improvement
  - 4.2 Harvey Creek Trail Property Rehabilitation
  - 4.3 WWTP Nature Park Grant Application
5. Next Available Ordinance & Resolution No's.
  - 5.1 Ordinance No. 551-2016
  - 5.2 Resolution No. 2016-23

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.





**DUNDEE**  
*Oregon*

**P R O C L A M A T I O N**  
OFFICE OF THE MAYOR

- WHEREAS:** Diaper Need, the condition of not having a sufficient supply of clean diapers to ensure that infants and toddlers are clean, healthy and dry, can adversely affect the health and welfare of infants, toddlers and their families; and
- WHEREAS:** National surveys report that one in three mothers experiencing diaper need at some time while their children are less than three years of age and forty-eight percent of families delay changing a diaper to extend their supply; and
- WHEREAS:** The average infant or toddler requires an average of 50 diaper changes per week over three years; and
- WHEREAS:** Diapers cannot be bought with food stamps or WIC vouchers, therefore obtaining a sufficient supply of diapers can cause economic hardship to families; and
- WHEREAS:** A supply of diapers is generally an eligibility requirement for infant and toddlers to participate in childcare programs and quality early education programs; and
- WHEREAS:** The people of Dundee recognize that addressing Diaper Need can lead to economic opportunity for the state's low-income families and can lead to improved health for families and their communities; and
- WHEREAS:** Dundee is proud to be home to various community organizations that recognize the importance of diapers in helping provide economic stability for families and distribute diapers to poor families through various channels; now

Therefore, I, David Russ Mayor of the City of Dundee, do hereby proclaim the week of September 26<sup>th</sup> through October 2<sup>nd</sup>, 2016 as

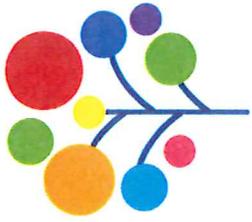
**DIAPER NEED AWARENESS WEEK**

in the City of Dundee and encourage the citizens of Dundee to donate generously to diaper banks, diaper drives, and those organizations that distribute diapers to families in need to help alleviate diaper need in Dundee and environs.

---

David Russ, Mayor





**a family place**  
RELIEF NURSERY OF YAMHILL COUNTY

# Participate in Diaper Need Awareness Week

## September 6<sup>th</sup> – October 2<sup>nd</sup>

### parents

- 1 in 3 moms report they do not have an adequate supply of diapers
- Diapers for one child cost families an average of \$18/week
- The pain that a parent or caregiver feels when they are not able to meet their children's basic needs adds stress and tension to the already difficult task of parenting; many mothers report a lack of diapers is more distressing to them than a lack of food.

### children

- Babies exposed to stressful environments for long periods of time are affected negatively both emotionally and physically.
- Families that are not able to afford an adequate supply of clean diapers often leave their babies in a single diaper all day, which can result in diaper rash and other detrimental health issues.
- Excessive crying, a common result of diaper rash or discomfort, is frequently cited as an underlying cause of child abuse.

### communities

- Children without an adequate diaper supply are often unable to enroll in early childhood classrooms or daycares that require a family to supply diapers, thus reducing a parent's ability to work.
- A history of abuse and neglect is common in children accessing special education services and foster care, in addition to adults held in a county, state and federal prison systems.

Diaper drive kits are available online at  
[www.familyplacerelief.org/get-involved/donate](http://www.familyplacerelief.org/get-involved/donate)

### Did you know?

Despite the importance of access to diapers, families are unable to purchase them using government food subsidies.

## who needs a change?

*Parents, children and our community all experience positive change when we increase access to diapers for local families.*

# How YOU can Help.....

## sign the proclamation

- Your city will be a part of a nationwide movement to acknowledge diaper need both locally and as a country.
- Your proclamation will be a part of a large display at Newberg Champions for Children luncheon on Oct. 12<sup>th</sup> 2016, and when we host Newberg Greeters.
- Your proclamation will be a part of media coverage during National Diaper Need Awareness week.

## participate in our fall diaper drive

- September 26<sup>th</sup> – Oct. 31<sup>st</sup> 2016, local banks will be hosting the Banks for the Bank Annual Diaper Drive. Donations of diapers and wipes can be dropped off at banks throughout Yamhill County.

## attend an event

- Join us for the Newberg Champions for Children luncheon on Oct. 12<sup>th</sup>, 2016.  
RSVP to [afamilyplace@lcsnw.org](mailto:afamilyplace@lcsnw.org)  
Doors open at 11:30 Program begins at noon and concludes at 1:00pm  
Chehalem Cultural Center 415 E Sheridan St. Newberg, OR 97132
- We are hosting Newberg Greeters! September 30<sup>th</sup> at 1714 Villa Rd. Newberg, OR 97132 This would be a great time to come see our display of Yamhill county proclamations.

**CITY COUNCIL MEETING  
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**City of Dundee**  
**City Council Meeting Minutes**  
**September 6, 2016**

**Call to Order**

Council President Jeannette Adlong called the meeting to order at 7:00P.M.

**Council and Staff Attendance**

Present: Council President Jeannette Adlong; Councilors Tim Weaver, Kristen Svicarovich, Doug Pugsley. Councilors Ted Crawford and Storr Nelson arrived at 7:05 P.M. Excused Absence: Mayor David Russ. Staff members: Rob Daykin, City Administrator; Shelby Rihala, City Attorney; and Melissa Lemen, Administrative Assistant.

**Public Attendance**

Tom Schaad, 610 Alder Street, Dundee.

**Agenda Changes**

C. Crawford advised, and C. Weaver also concurred, that he would like to add item 5.4 OLCC Liquor License Application, Cal Erath, from a Consent Agenda item to a discussion item.

**Public Comment**

Tom Schaad, 610 Alder Street, approached the Council with concerns regarding the addition of the no parking signs on both sides of his street. He indicated that several years ago the City placed a pedestrian walkway on one side of the street and eliminated parking there, and now parking has also been eliminated on the other side and he is curious as to why. C. Pugsley responded that this was due to the more narrow street width as well as an increase in traffic volume; the area is too constricted for traffic to move through with parking on either side. Mr. Schaad advised the Council that he would also like to see these no parking signs placed in other areas of Dundee where the street is narrow including Uplands Drive, Walnut Street and areas further down on Alder Street. He suggested that the City is being inconsistent when it comes to the application of this code. Mr. Schaad advised that his family can no longer visit unless they can park on his property which he feels is very unwelcoming. He further advised that the situation wasn't such when he purchased his property in 2004, and he would like to know why it is a problem now. C. Pugsley responded that the City received complaints once people began parking more frequently in that area and advised that the actions taken were in response to those complaints. C.A. Daykin advised that there previously had not been a lot of routine parking on Alder Street. Recently, however, as people have begun parking in the area more frequently, it has been deemed to be unsafe as cars passing through the area must cross the center line. This becomes especially concerning when there is traffic coming from both directions. C.A. Daykin informed that he discussed the concerns with local law enforcement who advised they would need no parking to be clearly signed in order to enforce no parking on the street, even though the vehicle would be located in the traffic lane. He advised that in other areas of the City, especially east of the railroad tracks, the streets are substandard (narrow) but generally people don't park on them. He further advised that even when people do park in those areas, because it's a local street classification with low volume, people are still able to navigate those areas safely. With regard to Alder Street, C.A. Daykin informed, this roadway is not only the bus route but is also a collector street which carries more volume as well. C.A. Daykin informed that per motion of the City Council a no parking restriction was authorized for Alder Street from Upland down to 9<sup>th</sup>, but signs have not yet been placed in the lower section due to the fact that people aren't typically parking there. He further noted that he is expecting to receive a development application soon regarding the property that is downhill, which will result in improvements to Alder Street. Mr.

Schaad advised that upon checking his house value online the price has now dropped 5% with no on-street parking availability. He further advised that when cars were allowed to park in the area, traffic flowed through at a slower rate, and now with no obstacles he feels traffic is exceeding the speed limit often times. Council President Adlong explained the Council's view that it was felt that there was not enough room in the street (especially when two cars are passing each other) that people could safely park in that area. She further explained that the problem at this time seems to be specific to the area of Alder Street that needed addressed, but not necessarily an issue in the other areas Mr. Schaad has mentioned. Mr. Schaad expressed frustration regarding the fact that the residents along the street weren't informed of the parking problem prior to the actions taken by the Council. He also requested that no parking signs be placed further down Alder street, and the code be evenly enforced. Discussion ensued regarding this issue. C. Weaver inquired about the possibility of conducting a traffic study in the Alder Street area. C. Svcarovich informed that recent volumes may have been collected as part of the TSP. C.A. Daykin informed that a traffic study, volume and speed, can be done with assistance of the Newberg Police Department. C. Weaver further explained that school buses had also been having an issue traveling through the area, with uphill traffic needing stop for downhill traffic. While it does slow people down, it also increases the potential for the parked cars to be hit. The consensus of the Council was to revisit the Alder Street parking restrictions at a future City Council meeting agenda.

## **Consent Agenda**

**The motion** was made and seconded to approve Consent Agenda items 5.1 City Council Minutes, August 2, 2016; 5.2 City Council Special Meeting Minutes, August 16, 2016; and 5.3 Financial Report Ending July 31, 2016. **The motion** passed unanimously.

### **5.4 OLCC Liquor License Application, Cal Erath**

C. Crawford inquired about whether the Council has any right to object to the name of the winery with regard to this application ("Dog Zin Heat") to which City Attorney Rihala advised it is protected speech. C. Svcarovich inquired about the present signage at the business. C.A. Daykin informed that he spoke with Cal Erath today regarding concerns over the sign size and a sign application. He advised that Mr. Erath stated that he was going to paint over the sign and submit a sign application. C.A. Daykin explained that he advised Mr. Erath to contact the Planner to go through the code carefully regarding sign specifics. Mr. Erath had indicated that he was going to have that done before the meeting tonight but this has not been confirmed. A concern was expressed by C. Crawford regarding Question 24 on the OLCC Application. C. Crawford suggested that Cal Erath had been associated with Voodoo Martini either in ownership or management. The Council questioned the OLCC application process, and asked for clarification of the steps involved in being granted a liquor license. C. Weaver inquired as to whether Mr. Erath could be invited to attend a Council meeting where some of the Council concerns and questions could be addressed. C. Weaver suggested holding on the approval of this application at this time while further background check could be completed on the applicant. C. Pugsley suggested putting this application on hold while Staff inquires with the OLCC regarding their license processing methods. C.A. Rihala supported this plan and added that she would like to know what independent investigation the OLCC does as opposed to what the City should flag for them. C. Crawford advised that he feels the Council should be more knowledgeable pertaining to the OLCC application process as a whole for future applications as well. He also noted that the applicant first submitted the application on March 11, 2016, and pointed out the lengthy time between that original date and the present. C.A. Daykin informed that the applicant may have simply held onto it until he was ready to submit it to the City for the next step. C. Crawford noted that as per the application, the 90-day temporary authority has expired, meaning that he cannot technically operate his business any longer under a temporary license. C. Adlong inquired as to whether or not the applicant holds a business license. C.A. Daykin replied that information

is not known at this time, and he is also not aware whether or not the applicant is operating a business there presently. A motion was made and seconded to hold 5.4 OLCC Liquor License Application, Cal Erath, until Staff and Legal Advice can contact the OLCC regarding the process. The motion passed unanimously.

## Old Business

### Sewer Repairs Change Order

City Administrator Daykin advised that Michael Humm, Kennedy/Jenks Consultants, was unable to attend the City Council Meeting tonight. C.A. Daykin referred to the documentation provided within the agenda packet on pages 43-48. He reviewed the fact that the City solicited bids for sewer repairs, both for what were perceived as being City responsible repairs as well as repairs associated with damage by a telecommunication provider. Subsequently, no bids were received so we repackaged the information and obtained two separate quotes for two different types of repairs, the trench-type work and also the trenchless repair method. The base bid for the trenchless work was awarded to C-More Pipe. City Council inquired as to what the cost would be associated with repairing the lateral connections that have failed due to concern for I&I. There are apparently 13 locations, one of which is actually the sewer main itself in which tree roots from a street tree are blocking the sewer main and is clearly the City's responsibility. Michael reported his belief that some of the sewer connections possibly weren't installed properly or, even if they were installed properly, they have failed. It is not known if there is any other associative cause as to why they may have failed. C.A. Daykin noted that on 7<sup>th</sup> Street the City awarded the base bid that included two laterals, as well as the lateral that was thought to be damaged by the widening of 7<sup>th</sup> Street with the new storm line going in. He further advised that the other repairs that the City Council did award that were reported back did not have that same type of damage, and the connections appeared to have simply failed. C.A. Daykin pointed out that repair work was already awarded for 2 laterals on 7<sup>th</sup> Street with failed connections with the base bid, and the change order covers the remaining laterals identified in the video inspection as allowing storm water to enter the sewer system. C.A. Daykin advised that he discussed with City Attorney Rihala the concerns expressed previously about whether this sets precedence, and how this aligns with our sewer ordinance that states that the laterals are the responsibility of the property owner. C.A. Daykin noted that at the time the policy was created in 2013 there were some concerns that the policy in place at the time was unclear; the design standards may have inferred that if it's in the right-of-way the City is responsible. Conversation ensued further regarding the processes that were taking place back when the policy was created. C.A. Daykin informed that the majority of the properties in Dundee that have high water table problems have been scoped out and only these remaining laterals have been found to have issues. Although there may be other laterals in the system with connection gaps, C.A. Daykin doesn't believe that they would contribute significantly to the I&I problem since the water table may be lower at those locations. C.A. Daykin explained how potentially lengthy and more expensive (to the property owners) the process would be if we asked each property owner to be responsible for their own repair work. Daykin further explained that Staff's recommendation would be to award the change order and correct the problem before going into the wet season. He also noted that the cost is a lot less than anticipated, and it is well within the budget of what the City has made available for this project plus more work will be able to be done throughout the season. Conversation further ensued regarding details of the work to be completed. C.A. Daykin explained that with regard to the sewer main with the tree roots, at this time there is an unknown cost factor. A unit price was given but they are not sure how many units it will take to remove the tree roots. C.A. Daykin informed that is the only unknown factor at this time. It is estimated that there are about 40 feet of tree roots that would potentially need to be removed. **A motion** was made and seconded to approve the change order #1 with C-More Pipe in the amount of \$11,200 with an additional scope of work (T & M \$250/hr) for tree root removal. **The motion** passed unanimously.

### **Fence Permit Requirements**

C.A. Daykin briefly reviewed the fact that the City adopted a resolution requiring a fence permit back in 2006; a copy of the resolution was provided in the agenda packet. C.A. Daykin advised that he reviewed the City Council minutes relating to the resolution and found only brief information pertaining to the rationale to make sure that when someone places a fence there is a formal opportunity for the City Staff to review and advise applicants of the fence guidelines. He also indicated that most cities do not require fence permits although Ashland, Oregon does have a fence permit requirement in their development code. C.A. Daykin explained that because this requirement was established via a resolution; there is no sanction for noncompliance. If a permit process is desired, C.A. Daykin advised that Staff would recommend that it be incorporated into the development standards by initiating a development code amendment to include that. That would then give the Planning Commission another opportunity to review the fence standards. C. President Adlong pointed out that a fence that is constructed incorrectly can really be noticeable, and she expressed her opinion that the standards be enforced equitably. She would be in favor of an ordinance. C. Svicarovich inquired about Staff availability to perform fence consultations. C.A. Daykin informed that in discussing the issue further with Staff and the City Planner, a simple checklist format would be favored. The information would not be sent to the Planner; the intake person would review the information and make sure that the applicant understands all of the requirements. A simple inspection from Public Works would be done as well. C. Svicarovich inquired about whether a permit would be required for repair of an existing fence which C.A. Daykin informed would not be necessary. C. Svicarovich pointed out her belief that we already have the necessary code in place and that if something comes up and it's not in compliance we can address that issue when it arises. C.A. Daykin pointed out that most of the fence permits that have been issued are for fences associated with new home building; we don't see a lot of requests for fence permits for preexisting homes. C. President Adlong pointed out that City Staff is presently already involved in many of the fencing issues. C.A. Daykin reviewed the fence standards on page 53 of the agenda packet with the Council. C. Nelson agreed with C.A. Daykin that Standard B-3 should be addressed regarding fence height, and noted that the other standards should be reviewed as well. C. Nelson supported the idea of having the Planning Commission review the fence standards and provide input as to whether they believe a fence permit process would be helpful. Discussion ensued regarding a potential fence permit process and what that might look like. **A motion** was made and seconded to have the Planning Commission reevaluate the fence standards that exist now and to weigh-in on their thoughts as to whether or not there should be a permit required for fences. **The motion** passed unanimously.

### **Resolution No. 2016-22, TGM Code Assistance Grant Application**

C.A. Daykin briefly reviewed Resolution No. 2016-22. **A motion** was made and seconded to approve Resolution No. 2016-22, a resolution supporting an application to the transportation and growth management program for a code assistance grant to develop a new Riverside District Zone to implement the Riverside District Master Plan. **The motion** passed unanimously.

## **New Business**

### **Street Improvements OTIF Loan Amendment**

C.A. Daykin reviewed the City took out a loan through the Oregon Transportation Infrastructure Fund (OTIF) in 2013 for local street paving projects. The first two phases were completed. The last phase was intended to be completed in 2015, but with other activities and change of engineers that was not accomplished. C.A. Daykin advised that the bid was put out again this year but prices came back quite a bit higher. The decision was then made to repackage the work and combine it with some other work related to Locust Street. C.A. Daykin informed that, in talking to the administrator for the loan program and in discussing what we are looking to accomplish (including the sidewalks and streetscape projects), one option that could potentially help with

cash flow on that project would be to modify the project description on the existing loan to drop Phase 3 and replace it with the project that we're currently building right now (Dogwood). It was noted that Dogwood is also partially funded with a \$50,000 Special City Allotment (SCA) grant, but the project is going to cost much more than that. City Street Fund resources were going to be used for the Dogwood costs not covered by the SCA grant, but the costs of the streetscape project are much greater than we had anticipated (particularly the undergrounding aspect of it including putting conduit under our phase of the sidewalk) are competing with these same funds. Daykin pointed out that the engineer estimated \$200,000 for the conduit work and we had originally thought would cost \$90,000. It was noted that at this time we do not have the resources to pay \$200,000, so the loan amendment could be very helpful. C.A. Daykin also informed that if we can use the funds that we obtain from this project, we could potentially have the cash available then to apply to the sidewalk streetscape project essentially. If it turned out that we really didn't need the money then the loans could be paid off; there is no penalty for paying off the loans early. C.A. Daykin advised that if this is a program that the Council feels might be beneficial to the City; he would like to begin work on the amendment process as it could take 30-60 days to complete the paperwork. **A motion** was made and seconded to authorize the City Administrator to execute the amendment to the OTIF loan agreement to include the Dogwood Drive project as eligible work. C. Nelson expressed concerns and asked for further clarification. C.A. Daykin discussed further details with regard to the Dogwood project and the proposed loan amendment. He also advised that he would not draw on the loan until further discussion occurs at a future City Council meeting. He explained that at this time he is seeking authorization to modify the loan to be eligible for the Dogwood project. C. Crawford inquired about the interest rate on the loan which C.A. Daykin confirmed to be a twenty year loan at 2.54% interest. **A motion** was made and seconded to amend the motion to include the City Council in future discussions on use of the loan for the Dogwood Drive improvement project. **The motion** passed unanimously.

### **Council Concerns and Committee Reports**

C. Svcarovich provided updated information regarding Yamhill County Road Improvement Advisory Committee. She indicated that Red Hills Drive will be paved soon; C. Crawford advised that it has already been paved. C. Svcarovich also informed that a Wine Country sign will be being installed at the intersection of Hidden Springs Drive and Sunnycrest Road.

C. Crawford expressed concerns regarding preserving our reservoirs in the event of a subduction zone earthquake in our area. He was most concerned regarding the reservoirs having emergency shut-off capabilities so that in the event of an emergency the fresh water supply doesn't drain out through potential broken pipes. C.A. Daykin advised that he is uncertain of what our shut off capabilities are, but did advise that the most recent reservoir built at the cemetery was built to the more contemporary standards. C. Crawford expressed additional concerns regarding the City having backup generators at the pump stations. C. Crawford suggested putting a system in place that could be radio operated to shut the valves off. C. President Adlong supported these ideas and expressed concern as well. C. Nelson expressed concerns regarding this topic as well, and advised that he had inquired of County Commissioner Starrett as to the County's earthquake readiness. C.A. Daykin advised that he will talk to Kennedy/Jenks regarding this issue and let them know this is a concern.

C. President Adlong reported that there will be a Parks Advisory Committee meeting tomorrow, September 7, 2016. She advised that they will be discussing the City Engineer's recommendations with regard to the final paving plan of the lower part of the trail, the picnic area and the handicap parking spot. Adlong informed that she and C.A. Daykin met with the Engineer last week and he is making some adjustments to the facility improvements. C. Nelson advised that he would like to be present during the paving.

C. Crawford inquired about an update on the TE Project. C.A. Daykin replied that at this time there is no update.

**Mayor's Report**

None.

**City Administrator's Report**

C. A. Daykin advised that at some point in the future we will be updating our Street Maintenance Plan. C. President Adlong pointed out that the pedestrian walkway on Alder street is overgrown as well as an area on 9<sup>th</sup> Street (Alder to Red Hills). She felt that, in addition to maintaining the streets, maintaining the walkways associated with the streets is important. C. Weaver also expressed concerns regarding overgrowth in areas, especially as it pertains to street/traffic sign visibility. The consensus of the Council was to complete a comprehensive review, including street maintenance issues, to be tentatively scheduled in March 2017.

C.A. Daykin advised that he will be meeting with Mr. Lindquist and his son-in-law, Rod Grinberg on Thursday morning at their request. They would like to discuss the status of the Riverside Master Plan. C.A. Daykin advised that he informed them that we are moving ahead with the grant application and reminded him that he had asked us to do that. C.A. Daykin further advised that prior to his recent communication with them, he had not heard from them or Mr. Edwards since discussions months ago.

**Public Comment**

None.

The meeting was adjourned at 8:28 PM.

\_\_\_\_\_  
David Russ, Mayor

Attest:

\_\_\_\_\_  
Rob Daykin, City Administrator/Recorder



# R E P O R T

To: Mayor Russ and City Council  
From: Rob Daykin, City Administrator  
Date: September 8, 2016  
Re: OLCC Liquor License Application, Cal Erath

At the September 6 meeting, Council deferred taking action on the liquor license application presented by Cal Erath for a new outlet at 875 N. Highway 99W. Council had some questions regarding the Cal Erath application and requested staff to report on the liquor license approval process as it pertains to the local government recommendations. I contacted the Salem region field office and discussed application procedures and the status of the Cal Erath application with the assigned investigator.

The application was received by OLCC on May 5, 2016, for Off-Premise Sales (wine, with wine tasting) at a location that did not have a current liquor license. After determining that the application was complete, OLCC staff filed a copy of the application and returned the original to the applicant to follow up with the local government review. OLCC checks the application responses and conducts a State of Oregon criminal background check. When reviewing a new location, the applicant's entire compliance record may be considered for the new location. On May 25 a 90-day Temporary Authority for allowing Off-Premise Sales was issued following review of the application. The temporary permit expired August 23.

One of the requirements for the issuance of a new license is for the applicant to obtain a written recommendation from the local government – City of Dundee in this case. The local government has 45 days to respond after receiving notice. Providing notice (original application) to the local government is the responsibility of the applicant. If the local government does not respond within the 45-day period, then OLCC will complete the process as if the local government made a favorable recommendation. (Note: An extension of additional time may be requested by the local government if an unfavorable recommendation is being considered) An unfavorable recommendation by a local government must be based on specific criteria determined by OLCC to be considered valid, and must be supported by reliable factual information. The criteria for denial of a license are found in ORS 471.313(4), ORS 471.313(5), OAR 845-005-0320, OAR 845-05-0325 and OAR 845-05-0326 - attached. If OLCC receives a recommendation of denial from the local government, then the reasons for the denial and supporting documentation are reviewed by the Administrative Policy & Process Committee (APP), comprising of OLCC staff and legal counsel. If the APP agrees with the local government recommendation to deny issuance of the license, then the applicant is notified of a hearing before an administrative law judge that will rule on whether to accept APP's recommendation of denial. If the APP determines that the local government recommendation is not valid or not adequately supported by reliable factual information, then the APP may proceed with issuance of the

license. The local government would be informed of the decision; however, there is no appeal to the APP decision of not accepting the local government's recommendation of denial.

The City received the application for review on August 22, which was placed on the next available Council meeting date of September 6. The 45-day review period ends October 6. One of the issues raised at the September 6 meeting was whether the applicant previously held a liquor license. The OLCC investigator followed up with the applicant and the applicant indicated that he misinterpreted the question. The applicant authorized OLCC to amend the answer to yes for question 24 on page 2 of the Individual History section and list Voodoo Martini, Newberg, OR. Regarding the question on issuance of a City business license, Mr. Erath submitted the Dundee business license application and paid the required license fee on May 27. As noted previously, the 90-day Temporary Authority has expired and off-premise sales are not allowed at this time. Mr. Erath was informed that Council review of his liquor application will take place at the September 20 meeting.

Recommendation: Motion to recommend granting (or denying, based on valid criteria supported by reliable factual information) the liquor license application to Cal Erath for Off-Premise Sales at 875 N. Highway 99W.

## ORS 471.313

### Grounds for refusing to issue license

The Oregon Liquor Control Commission may refuse to license any applicant under the provisions of this chapter if the commission has reasonable ground to believe any of the following to be true:

- (1) That there are sufficient licensed premises in the locality set out in the application, or that the granting of a license in the locality set out in the application is not demanded by public interest or convenience. In determining whether there are sufficient licensed premises in the locality, the commission shall consider seasonal fluctuations in the population of the locality and shall ensure that there are adequate licensed premises to serve the needs of the locality during the peak seasons.
- (2) That the applicant has not furnished an acceptable bond as required by ORS 471.311 (Application for license) or is not maintaining the insurance or bond required by ORS 471.168 (Certain licensees required to maintain liquor liability insurance or bond).
- (3) That, except as allowed by ORS 471.392 (Definitions for ORS 471.392 to 471.400) to 471.400 (Exceptions to prohibition of financial assistance), any applicant to sell at retail for consumption on the premises has been financed or furnished with money or property by, or has any connection with, or is a manufacturer of, or wholesale dealer in, alcoholic liquor.
- (4) That the applicant:
  - (a) Is in the habit of using alcoholic beverages, habit-forming drugs or controlled substances to excess.
  - (b) Has made false statements to the commission.
  - (c) Is incompetent or physically unable to carry on the management of the establishment proposed to be licensed.
  - (d) Has been convicted of violating a general or local law of this state or another state, or of violating a federal law, if the conviction is substantially related to the fitness and ability of the applicant to lawfully carry out activities under the license.
  - (e) Has maintained an insanitary establishment.
  - (f) Is not of good repute and moral character.
  - (g) Did not have a good record of compliance with the alcoholic liquor laws of this state and the rules of the commission when previously licensed.

(h) Is not the legitimate owner of the business proposed to be licensed, or other persons have ownership interests in the business which have not been disclosed.

(i) Is not possessed of or has not demonstrated financial responsibility sufficient to adequately meet the requirements of the business proposed to be licensed.

(j) Is unable to read or write the English language or to understand the laws of Oregon relating to alcoholic liquor or the rules of the commission.

(5) That there is a history of serious and persistent problems involving disturbances, lewd or unlawful activities or noise either in the premises proposed to be licensed or involving patrons of the establishment in the immediate vicinity of the premises if the activities in the immediate vicinity of the premises are related to the sale or service of alcohol under the exercise of the license privilege. Behavior which is grounds for refusal of a license under this section, where so related to the sale or service of alcohol, includes, but is not limited to obtrusive or excessive noise, music or sound vibrations; public drunkenness; fights; altercations; harassment; unlawful drug sales; alcohol or related litter; trespassing on private property; and public urination. Histories from premises currently or previously operated by the applicant may be considered when reasonable inference may be made that similar activities will occur as to the premises proposed to be licensed. The applicant may overcome the history by showing that the problems are not serious or persistent or that the applicant demonstrates a willingness and ability to control adequately the premises proposed to be licensed and patrons behavior in the immediate vicinity of the premises which is related to the licensee's sale or service of alcohol under the licensee's exercise of the license privilege.

## **OAR 845-005-0320**

### **License Refusal Reasons that Can Not Be Overcome**

The following criteria will preclude issuing a license:

(1) The applicant has or would have an interest in another liquor business that ORS 471.313(3), 471.394, or 471.396 prohibits.

(2) The applicant seeks a license or sales authority that requires food service and is unable to show in writing that the applicant will comply with the food service requirements set by the rules of the Commission.

(3) The applicant seeks a Full On-Premises Sales license as a commercial establishment as defined in ORS 471.001(2) and will not be open to the public to the extent Commission rules require.

(4) The applicant seeks a Full On-Premises Sales license as an "other public location" as allowed by ORS 471.175(2)(d) and will not allow public access to its premises.

- (5) The applicant is a retail sales agent of the Commission with a contract for an exclusive agency or seeks to exercise the license privileges in an exclusive sales agent's premises.
- (6) The applicant fails to successfully complete an approved Alcohol Server Education Course as ORS 471.542 and the Commission rules require.
- (7) The applicant has not paid an outstanding fine to the Commission. ORS 471.313(4)(g) allows the Commission to deny a license if the applicant had a poor compliance record when previously licensed. Nonpayment of a fine is one indicator of a poor compliance record.
- (8) The applicant who is subject to the bonding requirements of ORS 471.155(1) has failed to post a tax bond or the equivalent as required.
- (9) The applicant who is subject to the liquor liability insurance requirements of OAR 845-005-0400 has failed to obtain or maintain liquor liability insurance or bond as required.
- (10) The applicant for an initial license has not completed Commission-given law orientation.

**OAR 845-005-0325**

**License Refusal Reasons: Applicant Qualifications**

The Commission will refuse to license an applicant if any of the following criteria apply unless the applicant shows good cause that overcomes each relevant criterion:

- (1) The applicant has inadequate financial resources to build or operate the premises proposed to be licensed, or has inadequate financial resources to meet the financial obligations of the proposed business. This section does not apply to license renewal applications.
- (2) The applicant has not built the licensed premises, or has not operated the licensed business, substantially as proposed by the applicant and previously approved by the Commission.
- (3) The applicant cannot or will not provide an employee who can communicate effectively with customers and Commission employees. This person must be on the licensed premises during the licensee's business hours. "Communicate effectively" means:
  - (a) Knowing how to lawfully sell and serve alcoholic beverages and being able to explain these practices to customers; and
  - (b) Understanding a Commission employee when he or she explains lawful sale and service of alcoholic beverages and responding in a way that the employee can reasonably understand.
- (4) The applicant has a recent history or record of using alcohol or controlled substances to excess. Some of the records the Commission may use to evaluate this criterion include: court

documents; Department of Motor Vehicles reports; police records; or medical records. The applicant may establish sufficient good cause to overcome this criterion by demonstrating that he or she no longer uses alcohol or controlled substances to excess and is not likely to do so in the future. Some of the factors the Commission considers in determining good cause include: successful participation in treatment program(s); counselor, employer or probation officer recommendations; severity of the applicant's record; passage of time since last relevant incident; and the applicant's previous record of compliance.

(5) The applicant has been convicted of violating any general or local law of this state, or any other state, or of violating a federal law, if the conviction is substantially related to the fitness and ability of the applicant to lawfully carry out activities under the license. In determining whether the applicant presents an acceptable future risk of compliance, the Commission will consider any intervening circumstances that occur after the incident or incidents that resulted in the conviction.

(6) The applicant provides material false or misleading information to the Commission.

(7) The applicant is under 21 years of age. The applicant may establish sufficient good cause to overcome this criterion by demonstrating that he or she will not participate in the management or control of any alcohol-related business decisions or any employees responsible for the sale or service of alcoholic beverages.

## **OAR 845-005-0326**

### **License Not Demanded by Public Interest or Convenience**

ORS 471.313(1) allows the Commission to deny a license that public interest or convenience does not demand. The following are some of the public interest or convenience reasons for which the Commission may deny a license unless the applicant shows good cause to overcome the criteria:

#### **(1) Alcohol-Related Problems at Other Licensed Premises:**

(a) The applicant has had repeated problems at another licensed location during the two years preceding this application or has had a license canceled or renewal refused because of problems with disturbances, unlawful activities or noise. These problems:

(A) Must occur on the licensed premises or be caused by patrons in the immediate vicinity of the licensed premises;

(B) Include, but are not limited to, obtrusive or excessive noise, music or sound vibrations; public drunkenness; fights; altercations; harassment; unlawful drug sales; alcohol-related litter; trespassing on private property; and public urination; and

(C) Must be related to the sale or service of alcohol under the exercise of the license privileges.

(b) Good cause to overcome this criterion is a showing by the applicant that the applicant will reasonably control all of the applicant's licensed premises to prevent problems described in paragraphs (1)(a)(A), (B), and (C) of this rule. Factors that affect this good cause determination may include, but are not limited to:

(A) Applicant is currently licensed at an outlet that has not had the problems described in paragraphs (1)(a)(A), (B), and (C) of this rule in the past year;

(B) Applicant successfully regained control of premises that had problems described in paragraphs (1)(a)(A), (B), and (C) of this rule;

(C) Applicant has a corrective plan that is likely to be effective;

(D) License conditions or restrictions would enable control of applicant's premises; and

(E) Applicant did not participate in the daily operation of the problem outlet, and there has not been a pattern of problems described in paragraphs (1)(a)(A), (B), and (C) of this rule at other outlets where applicant has been licensed.

(c) This criterion does not apply to renewal applications.

(2) Proximity to Facilities:

(a) The licensed premises:

(A) Will be located within 500 feet in urban or suburban areas or within 1,500 feet in a rural area of the boundary (measured property line to property line) of a licensed child care facility or elementary or secondary school; a church; a hospital, nursing care facility or convalescent care facility; a park or children-oriented recreational facility; or alcohol and other drug treatment or rehabilitation facility; and

(B) Will adversely impact the facility.

(b) Good cause to overcome this criterion includes, but is not limited to, a showing by the applicant that:

(A) The proposed operation is consistent with the zoning where the proposed premises will be located, is consistent with the general character of the area and the adverse impact will not unreasonably affect the facility; or

(B) The size of the proposed premises' community is so small that the proposed location is a reasonable location for the proposed operation.



OREGON LIQUOR CONTROL COMMISSION  
LIQUOR LICENSE APPLICATION

Application is being made for:

LICENSE TYPES

- Full On-Premises Sales (\$402.60/yr)
  - Commercial Establishment
  - Caterer
  - Passenger Carrier
  - Other Public Location
  - Private Club
- Limited On-Premises Sales (\$202.60/yr)
- Off-Premises Sales (\$100/yr)
  - with Fuel Pumps
- Brewery Public House (\$252.60)
- Winery (\$250/yr)
- Other: \_\_\_\_\_

ACTIONS

- Change Ownership
- New Outlet
- Greater Privilege
- Additional Privilege
- Other: \_\_\_\_\_

RECEIVED  
AUG 22 2016  
CITY OF DUNDEE

90-DAY AUTHORITY

Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

CITY AND COUNTY USE ONLY

Date application received: 8/22/2016

The City Council or County Commission:

City of Dundee, OR  
(name of city or county)

recommends that this license be:

- Granted
- Denied

By: \_\_\_\_\_  
(signature) (date)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

OLCC USE ONLY

Application Rec'd by: MH

Date: 5/5/14

90-day authority:  Yes  No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① CAL ERATH ③ \_\_\_\_\_

② \_\_\_\_\_ ④ \_\_\_\_\_

2. Trade Name (dba): DOG ZIN HEAT DUNDEE, OR Yamhill Co.

3. Business Location: 875 N Hwy 99 (36) OR 97115  
(number, street, rural route) (city) (county) (state) (ZIP code)

\*4. Business Mailing Address: 414 S. COLLEGE ST. NEWBERG OR 97132  
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 971 217 1730 \* 414 S. COLLEGE NEWBERG  
(phone) (fax) 97132

6. Is the business at this location currently licensed by OLCC?  Yes  No

7. If yes to whom: \_\_\_\_\_ Type of License: \_\_\_\_\_

8. Former Business Name: \_\_\_\_\_

9. Will you have a manager?  Yes  No Name: \_\_\_\_\_  
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? DUNDEE  
(name of city or county)

11. Contact person for this application: CAL ERATH 971 217 1730  
(name) (phone number(s))  
414 S. COLLEGE NEWBERG 97132  
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [Signature] Date 3/11/16 ③ \_\_\_\_\_ Date \_\_\_\_\_  
② \_\_\_\_\_ Date \_\_\_\_\_ ④ \_\_\_\_\_ Date \_\_\_\_\_

RECEIVED  
OREGON LIQUOR CONTROL COMMISSION

MAY 05 2016

SALEM REGIONAL OFFICE



OREGON LIQUOR CONTROL COMMISSION  
BUSINESS INFORMATION

Please Print or Type

Applicant Name: CAL ERATH Phone: 971 217 1730

Trade Name (dba): DOG ZIN HEAT

Business Location Address: 875 N Hwy 99W

City: DUNDRE ZIP Code: 97115

**DAYS AND HOURS OF OPERATION**

Business Hours:

Sunday	<u>12</u>	to	<u>6</u>
Monday		to	
Tuesday		to	
Wednesday		to	
Thursday		to	
Friday		to	
Saturday		to	

Outdoor Area Hours:

Sunday	_____	to	_____
Monday	_____	to	_____
Tuesday	_____	to	_____
Wednesday	<u>N/A</u>	to	_____
Thursday	_____	to	_____
Friday	_____	to	_____
Saturday	_____	to	_____

The outdoor area is used for:

- Food service Hours: \_\_\_\_\_ to \_\_\_\_\_
- Alcohol service Hours: \_\_\_\_\_ to \_\_\_\_\_
- Enclosed, how \_\_\_\_\_

The exterior area is adequately viewed and/or supervised by Service Permittees.

\_\_\_\_\_  
(Investigator's Initials)

Seasonal Variations:  Yes  No If yes, explain: \_\_\_\_\_

**ENTERTAINMENT**

Check all that apply:

- Live Music
  - Recorded Music
  - DJ Music
  - Dancing
  - Nude Entertainers
  - Karaoke
  - Coin-operated Games
  - Video Lottery Machines
  - Social Gaming
  - Pool Tables
  - Other: \_\_\_\_\_
- N/A

**DAYS & HOURS OF LIVE OR DJ MUSIC**

Sunday	_____	to	_____
Monday	_____	to	_____
Tuesday	_____	to	_____
Wednesday	_____	to	_____
Thursday	_____	to	_____
Friday	_____	to	_____
Saturday	_____	to	_____

**SEATING COUNT**

Restaurant: \_\_\_\_\_ Outdoor: 15' x 12'

Lounge: \_\_\_\_\_ Other (explain): STANDING ONLY

Banquet: \_\_\_\_\_ Total Seating: \_\_\_\_\_

OLCC USE ONLY	
Investigator Verified Seating:	<input checked="" type="checkbox"/> (Y) <input type="checkbox"/> (N)
Investigator Initials:	<u>ME</u>
Date:	<u>5-10-16</u>

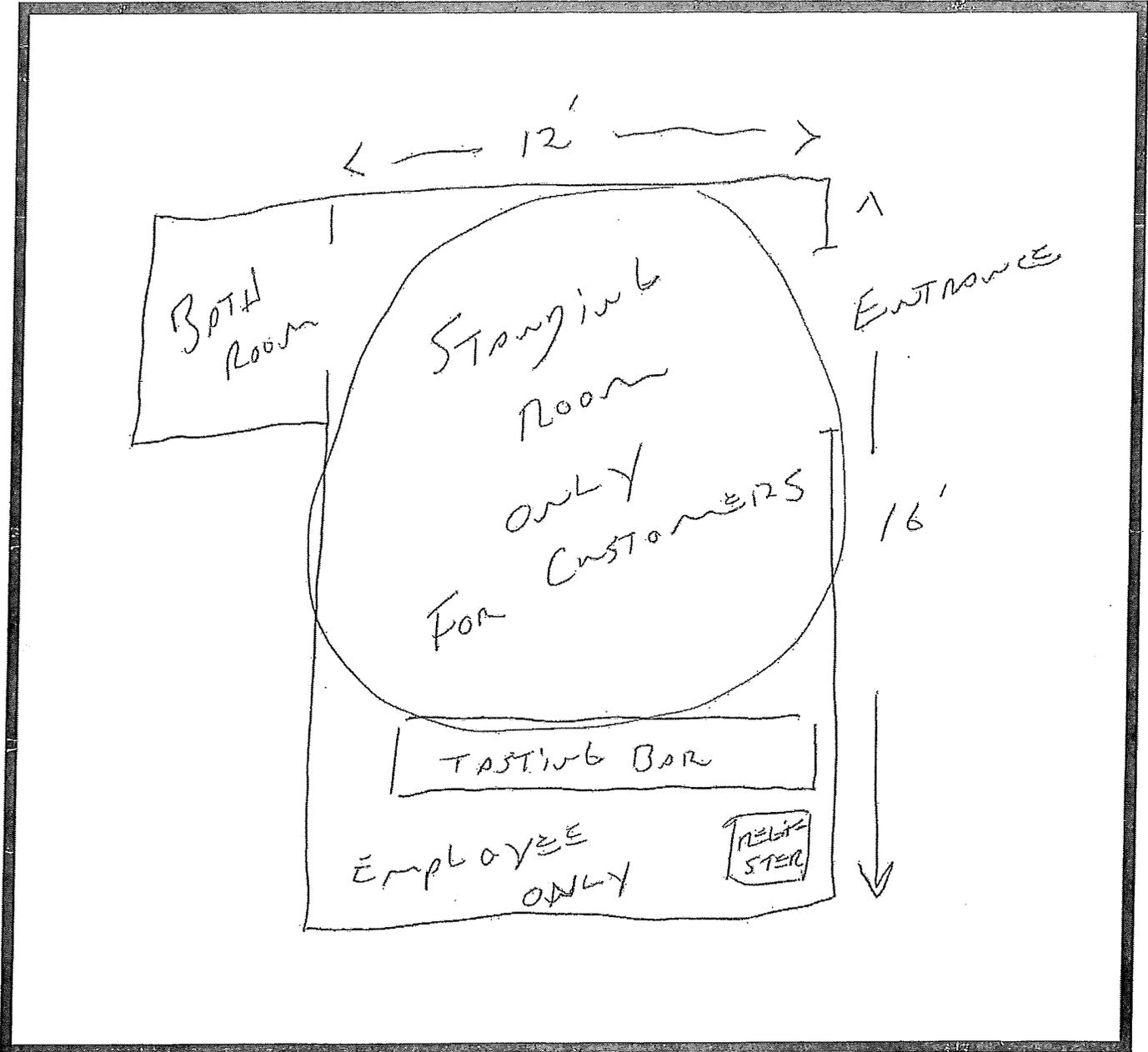
I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: \_\_\_\_\_ Date: 5/11/16



**OREGON LIQUOR CONTROL COMMISSION  
FLOOR PLAN**

- **Your floor plan must be submitted on this form.**
- Use a separate Floor Plan Form for each level or floor of the building.
- The floor plan(s) must show the specific areas of your premises (e.g. dining area, bar, lounge, dance floor, video lottery room, kitchen, restrooms, outside patio and sidewalk cafe areas.)
- Include all tables and chairs (see example on back of this form). Include dimensions for each table if you are applying for a Full On-Premises Sales license.



Applicant Name: CAL ERATH  
 Trade Name (dba): DOG ZIN HEAT  
 City and ZIP Code: DUNGE 97115

.....OLCC USE ONLY.....  
 MINOR POSTING ASSIGNMENT(S)  
 Date: N/A Initials: MEH

1-800-452-OLCC (6522)  
 www.oregon.gov/olcc

(rev. 09/12)

20. Trade Name DOUG ZIN HEAT 21. City DUNGE

22. Do you have any arrests or citations that have not been resolved?  Yes  No  Unsure  
If yes or unsure, explain here or include the information on a separate sheet.

23. Have you ever been in a drug or alcohol diversion program in Oregon or any other state? (A diversion program is where you are required, usually by the court or another government agency, to complete certain requirements in place of being convicted of a drug or alcohol-related offense.)  Yes  No  Unsure  
If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.

24. Do you, or any legal entity that you are a part of, currently hold or have previously held a liquor license in Oregon or another US state? (Note: a service permit is not a liquor license.)  Yes  No  Unsure  
If yes, list the name(s) of the business, the city (or cities) and state (or states) where located, and the date(s) of the license(s). If unsure, explain. You may include the information on a separate sheet.

Voodoo Martini, Newberg, OR Mar. 2010 - Apr. 2016

25. Have you, or any legal entity that you are a part of, ever had an application for a license, permit, or certificate denied or cancelled by the OLCC or any other governmental agency in the US?  
 Yes  No  Unsure If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.

Questions 26 and 27 apply if you, or any legal entity that you are part of, are applying for a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license. If you are not applying for one of those licenses, mark "N/A" on Questions 26 & 27.

26. Do you have any ownership interest in any other business that makes, wholesales, or distributes alcohol?  N/A  Yes  No  Unsure If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.

27. Does, or will, a maker, wholesaler, or distributor of alcohol have any ownership interest in your business?  
 N/A  Yes  No  Unsure If yes or unsure, explain:

Question 28 applies if you, or any legal entity that you are part of, are applying for a Brewery, Brewery-Public House, Distillery, Grower Sales Privilege, Warehouse, Wholesale Malt Beverage & Wine, or Winery license. If you are not applying for one of those licenses, mark "N/A" on Question 28.

28. Do you, or any legal entity that you are part of, have any ownership interest in any other business that sells alcohol at retail in Oregon?  N/A  Yes  No  Unsure If yes or unsure, explain:

You must sign your own form (you can't have your attorney or a person with power of attorney sign your form).

I affirm that my answers are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to, criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [Signature] Date: 3/11/16

20. Trade Name DOL ZIN HEAT 21. City Durkee

22. Do you have any arrests or citations that have not been resolved?  Yes  No  Unsure  
If yes or unsure, explain here or include the information on a separate sheet.

23. Have you ever been in a drug or alcohol diversion program in Oregon or any other state? (A diversion program is where you are required, usually by the court or another government agency, to complete certain requirements in place of being convicted of a drug or alcohol-related offense.)  Yes  No  Unsure  
If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.

24. Do you, or any legal entity that you are a part of, currently hold or have previously held a liquor license in Oregon or another US state? (Note: a service permit is not a liquor license.)  Yes  No  Unsure  
If yes, list the name(s) of the business, the city (or cities) and state (or states) where located, and the date(s) of the license(s). If unsure, explain. You may include the information on a separate sheet.

25. Have you, or any legal entity that you are a part of, ever had an application for a license, permit, or certificate denied or cancelled by the OLCC or any other governmental agency in the US?  Yes  No  Unsure  
If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.

Questions 26 and 27 apply if you, or any legal entity that you are part of, are applying for a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license. If you are not applying for one of those licenses, mark "N/A" on Questions 26 & 27.

26. Do you have any ownership interest in any other business that makes, wholesales, or distributes alcohol?  N/A  Yes  No  Unsure  
If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.

27. Does, or will, a maker, wholesaler, or distributor of alcohol have any ownership interest in your business?  N/A  Yes  No  Unsure  
If yes or unsure, explain:

Question 28 applies if you, or any legal entity that you are part of, are applying for a Brewery, Brewery-Public House, Distillery, Grower Sales Privilege, Warehouse, Wholesale Malt Beverage & Wine, or Winery license. If you are not applying for one of those licenses, mark "N/A" on Question 28.

28. Do you, or any legal entity that you are part of, have any ownership interest in any other business that sells alcohol at retail in Oregon?  N/A  Yes  No  Unsure  
If yes or unsure, explain:

You must sign your own form (you can't have your attorney or a person with power of attorney sign your form).

I affirm that my answers are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to, criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [Signature] Date: 3/11/16

**Kennedy/Jenks Consultants**  
**Engineers & Scientists**

421 SW 6<sup>th</sup> Avenue, Suite 1000  
Portland, Oregon 97201  
503-423-4000  
FAX: 503-295-4901

15 September 2016

Mr. Rob Daykin  
City Administrator  
City of Dundee  
PO Box 220  
620 SW 5th Street  
Dundee, OR 97115

Subject: Draft Proposal for Engineering Services  
City of Dundee Wastewater Treatment Plant Mechanical Building Flood Damage  
Repair Project  
Proposal Number P16052

Dear Mr. Daykin:

On 7 December 2015, the City's Wastewater Treatment Plant (WWTP) experienced an unprecedented high flow event. During this event, influent wastewater filled the two unused membrane basins that serve as equalization storage and flooded Control Panel 3 (CP-3), Lighting Panel B (LP-B), Distribution Panel 1 (DP-1), and Distribution Panel 2 (DP-2) within the Mechanical Building. Water entered these panels by way of two unsealed spare conduits at the top of the equalization basins that terminated in a common wire way that supplied power and control wires to the four panels. Water within these panels caused power and control equipment to fail and ultimately resulted in the shutdown of the treatment plant and implementation of emergency measures.

City staff, with support from Kennedy/Jenks Consultants (Kennedy/Jenks), The Automation Group (TAG), and Informative Controls (IC), began troubleshooting the situation immediately to identify the source of the water. Once the flow of water was identified and stopped, power was shut off to LP-B, DP-1, and DP-2, and the contents of CP-3 were attempted to be dried and salvaged. Following cleaning and drying of the CP-3 components, the majority of the equipment in the panel required replacement, including the main processor, power supply, communication chassis, analogue and discrete input modules, and the Ethernet IP module.

While the repairs implemented in the days following the event resolved the immediate need to return the plant to service, the direct and indirect water and moisture damage is an ongoing issue that will accelerate corrosion of the wiring and control equipment and puts proper long-term plant operation at risk.

Mr. Rob Daykin  
City of Dundee  
Scope for WWTP Mechanical Building Flood Damage Repair Project  
15 September 2016  
Page 2

These risks were identified by Kennedy/Jenks in a summary memo dated 7 April 2016, which documented the conditions of the power panels, conduit, wires, and equipment which were affected, and provided a recommended repair and replacement plan to restore the plant to the preexisting condition. After discussions with City Council and City Staff, implementation of the recommended repairs was scheduled for the summer of 2017. With this repair schedule in mind, the repair project is recommended to be bid in spring of 2017.

Following is Kennedy/Jenks proposed Scope of Services, Budget and Schedule for this project to replace the critical infrastructure at the City's wastewater treatment plant.

### **Scope of Services**

This project will include complete replacement of electrical equipment in Lighting Panel B (LP-B), Distribution Panel 1 (DP-1), Distribution Panel 2 (DP-2), and Control Panel 3 (CP-3). All conductors in conduits connected to the bottom of all four panels will be removed, conduits cleaned and dried, and new wires pulled and connected to the new panel contents. All power and signal equipment connected to wires that are being replaced will also be replaced. This includes equipment within the Lower Pipe Gallery and equipment in the Mechanical building that were directly connected to the flooded panels via under slab conduits.

Based on this project approach, the following is Kennedy/Jenks proposed Scope of Services, Budget, and Schedule for completing engineering and support services.

#### **Phase 1 - Design**

**Task 1.1: Project Management, Coordination, and Reporting.** Provide overall internal and external project management, project coordination, and overall quality control during design and bidding phases.

**Task 1.2: Project Review Meetings.** Conduct an initial project kickoff meeting with City Staff including WWTP personnel to review the project approach and schedule. Following the kickoff meeting, the Kennedy/Jenks design team will complete a walkthrough of the mechanical building and pipe gallery and develop an inventory of the conduits and equipment scheduled for replacement. This information will be used to develop the necessary replacement plans. This task also includes a review meeting with the City, attended by the Project Manager and Project Engineer following the 90 percent (%) submittal.

**Task 1.3 Design Services.** Perform design services to prepare the 90% Deliverable and the Bid Deliverable Construction documents for the following improvements:

1. The electrical equipment in LP-B, DP-1, DP-2 and the electrical and control equipment within CP-3 will be replaced entirely with new equipment. The existing panel cabinets will remain. All components replaced during the December 2016 event will salvaged to the City and can function as shelf spares.

Mr. Rob Daykin  
 City of Dundee  
 Scope for WWTP Mechanical Building Flood Damage Repair Project  
 15 September 2016  
 Page 3

2. All conductors in conduits connected to the bottom of all four panels will be pulled out from the conduits, the conduits will be cleaned and dried, and new wires will be pulled and connected to the new panel contents.
3. All power and signal equipment connected to wires that are being replaced will be replaced. This includes equipment within the Lower Pipe Gallery and equipment in the Mechanical building that were directly connected to the flooded panels via under slab conduits. This equipment is noted in Attachment 1.

Design Tasks have been developed based on the anticipated construction drawing sheet list provided in Table 1.

**Table 1: Anticipated Construction Drawing Sheet List**

Drawing Number	Drawing Title
G01	Title Sheet - Region and Vicinity Map, Drawings Index
G02	General Notes, Legend, Abbreviations, & Symbols
C01	Overall Site Plan and Contractor Staging Area
M01	Mechanical Building Replacement Plan
M02	Pipe Gallery Replacement Plan
E01	Overall Electrical Site Plan
E02	General Electrical Notes and Conduit/Wiring Schedule
E03	Mechanical Building Panel And Conduit Replacement Plan
E04	Pipe Gallery Panel and Conduit Replacement Plan
E05	Electrical Single Line Diagram Modifications
E06	Control Panel Elevation
E07	Power Panel Schedules and Elevations
E08	Control Panel Bill of Materials
E09	Electrical Details

**Phase 2 - Bid Period Services (BPS)**

**Task 2.1: Attend Pre-Bid Conference.** Attend the Pre-Bid Conference at the WWTP with Contractors. This task includes attendance by the Project Manager at the conference.

**Task 2.2: Responses to Bidder Inquiries.** Provide responses to general and technical Contractor questions in response to the Bid Documents.

**Task 2.3: Addenda.** Prepare one (1) Addendum to the final bid documents to address changes or modifications in the final design.

**Task 2.4: Bid Evaluation Support.** Assist the City in reviewing quotes from General Contractors and provide a recommendation to City Council.

**Task 2.5: City Council Award Recommendation:** Present the award recommendation at a City Council Meeting.

Mr. Rob Daykin  
City of Dundee  
Scope for WWTP Mechanical Building Flood Damage Repair Project  
15 September 2016  
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### Phase 3 - Services during Construction (SDC)

Construction services have been scoped assuming Kennedy/Jenks will lead the construction contract administration. Kennedy/Jenks has included site visits and onsite startup assistance to help City Staff with the interim and startup operations.

**Task 3.1. Construction Phase Project Management.** Provide internal project management and quality control during the construction project. This task includes a kickoff meeting with the City and Contractor to be held at the WWTP.

**Task 3.2. Weekly Construction Meeting.** A total of eight (8) construction meetings are included in the scope of work. Construction work is estimated to take approximately eight (8) weeks. This Task assumes the Project Engineer will be onsite to lead the construction meeting and the Senior Electrical Engineer will participate via phone call.

**Task 3.3. Site Visits.** This task includes onsite observation by the Project Engineer for three days per week, one day which will coincide with the weekly construction meeting. This task also includes one half day visit onsite for the Sr. Electrical Engineer, coinciding with the weekly construction meeting, and 2 half day trips for the Project Manager. The construction work is expected to take significant coordination and sequencing to maintain operations at the plant. The intent of the site visits is to support the City Staff in this coordination with the Contractor and provide construction observation. While onsite, the Project Engineer will also be responsible for Submittal and RFI review, time which would have otherwise been budgeted under Task 3.4.

**Task 3.4. Office Engineering.** Review, evaluate and prepare responses to Contractor Submittals for conformance with the final design and Requests for Information or Clarification (RFI/C). This task also includes review of two pay requests and recommendation to City.

**Task 3.5. Startup and Testing Support Services.** This task includes onsite support during startup of the new equipment and systems. The task includes one half-day for Kennedy/Jenks' project manager, two full days for the Project Engineer, and five full days for the Senior Electrical Engineer. This support includes a \$5,000 allowance to use Rick Inglin with Informative Controls for programming startup support. This onsite time will also be used to help support the startup and assist the City in preparing the punch list of corrections. This task also includes development and issuance of the Notices of Substantial and Final Completion.

**Task 3.6. Contract Closeout and Record Drawings.** Kennedy/Jenks will compile Contractor and City field notes and prepare detailed Record Drawings for the project. This task also includes project closeout.

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 City of Dundee  
 Scope for WWTP Mechanical Building Flood Damage Repair Project  
 15 September 2016  
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**Deliverables**

Consultant shall provide the City with:

- Three (3) hard copies and one electronic (PDF) copy of the 90% Design Submittal.
- Three 11x17 hard copies and one electronic copy (AutoCAD & PDF) of final bid documents for reproduction and distribution to Bidders in a format compatible with the copy center used for bidding support.
- One electronic (PDF) copy of responses to contractor inquiries during bidding.
- One electronic (PDF) copy of bid addenda.
- One electronic (PDF) copy of submittal reviews and responses to contractor RFI/Cs during construction.
- Three 11x17 hard copies and one electronic copy (AutoCAD and PDF) of the final Record Drawings.

**Proposed Project Schedule**

Consultant proposes the following milestones:

Date	Milestone
1/3/2017	Design NTP
1/24/2017	90% Submittal to City
1/27/2017	90% Review Meeting w/City
2/21/2017	Bid Deliverable to City
2/27/2017	Project Advertisement
3/14/2017	Pre Bid Walkthrough
3/23/2017	Bid Opening
4/4/2017	Presentation of Contractor bids at City Council
4/11/2017	Contracts complete and NTP to Contractor (allows 12 weeks for long lead items to be onsite by July 5)
6/19-8/28 2017	Construction to Final Completion: targeting June 19th through August 28th (low flow period at the WWTP)

**Proposed Budget**

Kennedy/Jenks will complete the proposed Scope of Services for a not to exceed price of \$134,797. The conceptual level estimated construction cost presented in the Flood Damage Replacement Cost memo was \$560,000-\$910,000.

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The work proposed will be completed under the terms of Kennedy/Jenks' contract with the City of Dundee for City Engineering Services. Preston Van Meter is authorized to negotiate and sign any contract resulting from this proposal. Please contact us if you have any questions regarding our proposal. We look forward to working with the City on this important project.

Sincerely,

KENNEDY/JENKS CONSULTANTS



Preston Van Meter, P.E.  
Oregon Client Director



Michael Humm, P.E.  
Project Manager

**AUTHORIZATION:**

CITY OF DUNDEE

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments:

- Budget
- Equipment List

Proposal Fee Estimate

CLIENT Name: City of Dundee  
 PROJECT Description: WWTTP Panel and Conduit Repair Project  
 Proposal/Job Number: 160573  
 Date: 01/15/2016

Classification:	Hourly Rate	Client Service Manager	Project Manager	Michael Humm Eng.	Engineering Staff	Electrical Eng-Sc-6	Design Eng-Sc-6	Electrical O&C Jeff	Designer - Stephanie	Multidisc O&C Eng-Sc-7	Project Admin - Flury	Admin Assist.	Mile	Total Hours	KJ Labor	KJ Escalation	KJ Comm. Charges	Sub	Sub Informative	Sub-Markup	KJ ODCs/Travel	KJ ODCs/Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
Phase 1 - Final Design	\$160	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 1.1 - Project Management, Coordination, and Reporting		24	2	2	2	2	2	2	2	2	2	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0
Task 1.2 - Project Review Meetings (2, Kickoff and site recon, and 90% review mtg)		12	8	8	12	12	12	12	12	12	12	12	12	12	0	0	0	0	0	0	0	0	0	0	0	0
Task 2 - Engineering Design		4	25	7	30	30	30	30	30	30	30	30	30	30	0	0	0	0	0	0	0	0	0	0	0	0
Task 2.1 - General/Civil/Mechanical Plans (8 Sheets)		4	25	7	30	30	30	30	30	30	30	30	30	30	0	0	0	0	0	0	0	0	0	0	0	0
Task 2.2 - Electrical Plans (8 Sheets)		4	25	7	30	30	30	30	30	30	30	30	30	30	0	0	0	0	0	0	0	0	0	0	0	0
Task 2.3 - Multi-Discipline O&C		12	15	15	15	15	15	15	15	15	15	15	15	15	0	0	0	0	0	0	0	0	0	0	0	0
Task 2.4 - Specification Development		12	15	15	15	15	15	15	15	15	15	15	15	15	0	0	0	0	0	0	0	0	0	0	0	0
Task 2.5 - 92% Deliverable		12	15	15	15	15	15	15	15	15	15	15	15	15	0	0	0	0	0	0	0	0	0	0	0	0
Task 2.6 - 94% S&I Deliverable		12	15	15	15	15	15	15	15	15	15	15	15	15	0	0	0	0	0	0	0	0	0	0	0	0
Phase 1 - Subtotal		88	38	101	25	21	101	19	28	0	0	0	0	416	\$5,780	\$0	\$2,231	\$0	\$0	\$0	\$0	\$0	\$5,780	\$0	\$2,231	\$58,016
Phase 2 - Bid Period Services		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 2.1 - Prebid Meeting		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 2.2 - Responding to Contractor Questions		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 2.3 - Addendum (1)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 2.4 - Bid Analysis, Recommendation, and Award		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 2.5 - City Council - Award Recommendation		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Phase 2 - Subtotal		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Phase 3 - Services During Construction		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 3.1 - Construction Meetings and Site Visits		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 3.2 - PM and Meeting Meeting		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 3.3 - On-Site Support		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 3.4 - Office Engineering		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 3.5 - Bid Review		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 3.6 - Respond to RFIs		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 3.7 - Pay Requests (3)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 3.8 - Startup and Testing Support Services		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 3.9 - Support During Startup		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 3.10 - Project Closeout		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 3.11 - Record Drawings		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 3.12 - Project Closeout		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Phase 3 - Subtotal		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Phases Total		88	38	101	25	21	101	19	28	0	0	0	0	416	\$5,780	\$0	\$4,662	\$0	\$0	\$0	\$0	\$5,780	\$0	\$4,662	\$4,662	\$13,437

City of Dundee

Mechanical Building Power and Control Panels

Equipment and Instrumentation Replacement Schedule

Pipe Gallery Equipment			
Tag ID	Replacement Needed	Name on MCC Nameplate	
PT 4233	W/E	Pressure Transmitter	
M 4233	W/E	Magnetic Flow Meter	
AV 4233	W/E	Actuated Valve - Permeate	
PT 4234	W/E	Pressure Transmitter	
M 4234	W/E	Magnetic Flow Meter	
AV 4234	W/E	Actuated Valve - Permeate	
PT 4243	W/E	Pressure Transmitter	
M 4243	W/E	Magnetic Flow Meter	
AV 4243	W/E	Actuated Valve - Permeate	
PT 4244	W/E	Pressure Transmitter	
M 4244	W/E	Magnetic Flow Meter	
AV 4244	W/E	Actuated Valve - Permeate	
PT 4253	W/E	Pressure Transmitter	
M 4253	W/E	Magnetic Flow Meter	
AV 4253	W/E	Actuated Valve - Permeate	
PT 4254	W/E	Pressure Transmitter	
M 4254	W/E	Magnetic Flow Meter	
AV 4254	W/E	Actuated Valve - Permeate	
PT 4263	W/E	Pressure Transmitter	
M 4263	W/E	Magnetic Flow Meter	
AV 4263	W/E	Actuated Valve - Permeate	
PT 4264	W/E	Pressure Transmitter	
M 4264	W/E	Magnetic Flow Meter	
AV 4264	W/E	Actuated Valve - Permeate	
AE/AIT 4281	W/E	Turbidity meter - Permeate Header	
AE/AIT 4283	W/E	Turbidity meter - Permeate Header	
P 4271	W/E	Pipe Gallery Sump Pump	

Replacement Legend

- W Wire Replacement
- W/E Wire and Equipment or Instrumentation Replacement

City of Dundee

Mechanical Building Power and Control Panels

Equipment and Instrumentation Replacement Schedule

Mechanical Room Equipment		
Tag ID	Replacement Needed	Name on MCC Nameplate
AV 6011	W	Actuated Valve - UW MBR Chem Clean Feed
M 6011	W	Magnetic Flow Meter - Chemical Clean
BLO 4311	W	Pre-Aeration Blower 1
BLO 4312	W	Pre-Aeration Blower 2
BLO 4313	W	Pre-Aeration/MBR Scour Blower 3 - Online Standby
BLO 4314	W	MBR Scour Blower 1
BLO 4315	W	MBR Scour Blower 2
BLO 4316	W	MBR Scour Blower 3
PSH 4311	W	Pressure Sensor High - PA 1
TI/TSH 4311	W	Temperature Indicator/Temperature Sensor High - PA 1
PSH 4312	W	Pressure Sensor High - PA 2
TI/TSH 4312	W	Temperature Indicator/Temperature Sensor High - PA 2
PSH 4313	W	Pressure Sensor High - PA/MA 3
TI/TSH 4313	W	Temperature Indicator/Temperature Sensor High - PA/MA 3
PSH 4314	W	Pressure Sensor High - MA 1
TI/TSH 4314	W	Temperature Indicator/Temperature Sensor High - MA 1
PSH 4315	W	Pressure Sensor High - MA 2
TI/TSH 4315	W	Temperature Indicator/Temperature Sensor High - MA 2
PSH 4316	W	Pressure Sensor High - MA 2
TI/TSH 4316	W	Temperature Indicator/Temperature Sensor High - MA 2
PT 4311	W	Pressure Transmitter - Process Air Header
PT 4312	W	Pressure Transmitter - Membrane Air Header
AV 4312	W	Actuated Valve - PA/MA Crossover
AV 4313	W	Actuated Valve - PA/MA Crossover
AV 6011	W	Actuated Valve - UW MBR Chem Clean Feed
M 6011	W	Magnetic Flow Meter
UVL 6221	W	UV System 1
UVL 6222	W	UV System 2
UVL 6223	W	UV System 3 (future)
M 6221	WE	Magnetic Flow Meter - Effluent
AV 6221	WE	Actuated Valve - Prmt Flow Control Valve
AV 6222	WE	Actuated Valve - Prmt Flow Control Valve
AV 6223	WE	Actuated Valve - Prmt Flow Control Valve
PNL 6221	W	UV Control Panel
PNL 6222	W	UV Control Panel
PNL 6223	W	UV Control Panel (future)
VP 6221	W	Vacuum Relief Pump
VP 6222	W	Vacuum Relief Pump
AE/AIT 6221	W	Turbidity meter - Downstream of UV
SMP 6221	W	Effluent Auto Sampler
P 6225	WE	Valve Vault Sump Pump
P 8311	W	Utility Water Pump 1
P 8312	W	Utility Water Pump 2
P 8313	W	Utility Water Pump 3 (future)
PNL 8311	W	Local UW Pump Control Panel
TAB 8311	W	Chlorine Tablet Feeder
PNL 8312	W	Local Chlorine Control Panel
SV 8311	W	Solenoid Valve - UW Tablet Chlorinator
M 8311	W	Magnetic Flow Meter - Chlorinator Package
AIT 8311	W	Chlorine Residual Analyzer
LSLL 8311	W	Level Switch Low Low
LSHH 8311	W	Level Switch High High
AV 8312	W	Actuated Valve - Siphon Flow Control Valve
PIT 8311	W	Pressure Transmitter
AV 8312	W	Actuated Valve - Siphon Flow Control Valve

Replacement Legend

- W Wire Replacement
- WE Wire and Equipment or Instrumentation Replacement



# R E P O R T

To: Mayor Russ and City Council  
From: Rob Daykin, City Administrator  
Date: September 13, 2016  
Re: Water/Sewer Bill Appeal

Myrna Miller is the owner of Crocodile Machine and Service, LLC located at 941 SW Alder Street. In addition to the industrial business use, Ms. Miller resides in a manufactured home placed on the premises in 2002. The manufactured home was permitted as a caretaker dwelling for the property and was connected to a water service line extension from the industrial structure. Since the primary use is non-residential and since there is only one meter serving the property, sewer charges are based on actual water used and there is not a winter average cap during the summer months (for irrigation) as provided for the residential uses. Ms. Miller stated she is watering more this year to help preserve the landscaping and requested an adjustment on the sewer charges for the water used for irrigation purposes. I denied the request on the basis that the primary use of the property is non-residential and that the rate resolution for non-residential customers states unless irrigation water is metered separately, the sewer volume charge is based on actual water consumption throughout the year.

Non-residential uses have the option of installing a separate meter for water for irrigation in order to not have that water be used to calculate the sewer charges. Five non-residential accounts (not including parks) have installed irrigation meters for that purpose.<sup>1</sup> This arrangement could be used by Crocodile Machine and Service, LLC; however there would be a cost to install a separate meter and isolate the irrigation water from the domestic water. Ms. Miller also informed me that she was told by the City that she was not allowed to install a separate meter for the caretaker dwelling. I was not able to verify that statement since there is no policy in place at that time or today that would prohibit a separate meter for that purpose, and I did not find anything in the written record that noted a prohibition on the installation of a second meter for the property.

It is my understanding that Crocodile Machine and Service, LLC business has not been operating in recent years and that the property is for sale. Although the primary use of the property is industrial, it appears at this time that the water is being used primarily for the caretaker dwelling and irrigation. If the Council felt that under the circumstances that it would be an unnecessary

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<sup>1</sup> There are several other related examples on the issue of mixed uses: 1) The small house located on the Tina's restaurant property is metered separately from the restaurant and is billed under the residential rates; 2) The house at 340 11<sup>th</sup> was an existing non-conforming use located in the Light Industrial zone and subsequently was deemed conforming as a caretaker dwelling when the mini storage structure was constructed on the property. The mini storage was not plumbed, so the dwelling continued to be classified at the residential rate; 3) The Inn at Red Hills/Babica Hen restaurant properties include low domestic commercial uses (tasting rooms/offices), but because the water use is not metered separately, the account is billed at the higher medium commercial sewer rates for the hotel/restaurant use.

burden to require the installation of separate meter to isolate the irrigation use in calculating sewer charges, then another option may be to allow the non-residential account to be treated as a residential customer while the business remains idle. (Note: A current business license has not been issued for Crocodile Machine and Service, LLC) This will allow the winter average cap to be applied in the calculation of sewer charges from April through October and could be a temporary solution until either the property sells or the business restarts. The average monthly winter use for this account in recent years is well under the 550 cubic feet limit in the base rate, so sewer charges based on the volume rate would not be calculated. The following is a recent history of water consumption and the actual volume sewer charges billed to the Crocodile Machine and Service, LLC account:

<u>Billing Cycle</u>	<u>Cu. Ft.</u>	<u>Sewer Charges*</u>
March 2016	259	-
April 2016	397	-
May 2016	472	-
June 2016	840	\$ 24.39
July 2016	748	\$ 16.65
August 2016	1,724	\$102.14

\*Volume in excess of 550 cu.ft.

Recommendation: Review the appeal by Myrna Miller, and make a determination (deny or approve an adjustment) by motion of Council.

**City of Dundee  
Sewer Rate Schedule**

**Effective August 1, 2016**

**Non Residential (Continued):**

Medium (BOD/TSS 301-600)

Base Monthly Sewer Charge - \$76.51  
Volume Charge (per cubic foot) - \$.1052

Ex: Drinking Places (with minimal food preparation)\*  
Hotels/Motels – With Restaurant  
Markets (with minimal food preparation)\*

High (BOD/TSS 601-1,000)

Base Monthly Sewer Charge - \$94.69  
Volume Charge (per cubic foot) - \$.1383

Ex: Bakery Stores – On-Site Baking  
Brewpubs  
Commercial Kitchens/Catering  
Drinking Places – With Restaurant or Bakery like Food Preparation  
Grocery Stores – Full Service (with bakeries or food preparation or meat processing)  
Meat & Fish Markets/Processors  
Mortuaries  
Restaurants/Cafeterias

Very High (BOD/TSS 1,000+)

Base Monthly Sewer Charge - \$113.34  
Volume Charge (per cubic foot) - \$.1722

Ex: Bakeries – Wholesale  
Breweries  
Cheese/Dairy Product Processing  
Wineries

\* Minimal food preparation – food is assembled from prepackaged food products and cooking, other than warming, is not required

**Notes to the Non-Residential Categories:**

(1) Base monthly charge is for 0 to 550 cubic feet of water consumption per metered account and the volume charge is calculated for water consumption over 550 cubic feet.

(2) The volume charge is based on actual water consumption throughout the year. Water consumed through a meter installation approved by the City solely for irrigation water is not used to calculate sewer charges.

(3) Uses listed within the non-residential categories are illustrative, other uses assigned by the City Engineer based on estimated effluent characteristics.

(4) Uses with pre-treatment will be assigned to the relevant class by the City Engineer following annual certification of their pre-treatment program.

Durham City Council

Water and Sewer charges

Billing for 941 SW Alder 7-76-16 to 8-25-16

The sewer base was \$66.46 and the  
the sewer consumption was \$102.14. The  
water bill was base \$21.54 and the  
consumption was \$36.58. I watered  
the lawn and flowers and trees  
each day by hand and a hose.  
This water did not go into the  
sewer system but into the ground.  
I acknowledge the water fee but  
I protest the sewer consumption of  
\$102.14. The only sewer usage was  
from the house and toilets and  
hand wash station in the  
building.

I appreciate your consideration.

Myra Miller



09/12/2016

To: Rob Daykin, City Administrator  
Fm: John Stock, Fire Chief  
Re: Communications Services IGA

Rob,

I support approving the Communications Services IGA with TVF&R. These services are needed to conduct work on our Mobile Data Computers in our fire apparatus if the need arises.

John Stock, Fire Chief



INTERGOVERNMENTAL AGREEMENT  
Tualatin Valley Fire & Rescue  
*Communication Services*

This Intergovernmental Agreement (“IGA”) is made and entered into by and between Tualatin Valley Fire & Rescue (“TVF&R”) and City of Dundee Fire Department (“Dundee Fire Department”), each acting by and through its elected officials, both herein referred to individually or collectively as “Party” or “Parties.”

**RECITALS**

- A. TVF&R is a rural fire protection district formed under the authority of the Oregon Revised Statutes (ORS), Chapter 478, and is a unit of local government as that term is defined under Oregon laws;
- B. Dundee Fire Department is a department of the City of Dundee, a unit of local government;
- C. TVF&R and Dundee Fire Department provide fire, rescue, and emergency services within their respective jurisdictions;
- D. TVF&R operates a Communications services department, and Dundee Fire Department desires to obtain such services from TVF&R;
- E. TVF&R and Dundee Fire Department desire to provide the most expedient and affordable service to their respective communities, to further economy and efficiency in local government and intergovernmental cooperation, and to minimize unnecessary and costly duplication of services, by combining and coordinating their resources.
- F. TVF&R and Dundee Fire Department have the authority to enter into this Agreement pursuant to ORS 190.010.
- G. Nothing contained in this Agreement shall be construed to imply a partnership, sublicense, joint venture, or principal and agent relationship between TVF&R and Dundee Fire Department and neither Party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other unless expressly provided for in writing.

**TERMS OF AGREEMENT**

In consideration of those premises as generally recited, it is agreed as follows:

- 1) Term; Changes; Extension.
  - a. Term of Agreement. The provision of Communications Services will begin on August 24, 2016 and shall continue to June 30, 2017.
  - b. Changes in Fees; Extension/Renewal. This Agreement may be extended upon mutual agreement of both parties. On or about May 1st of each succeeding fiscal year (July 1 – June 30) the term of this Agreement shall be automatically extended for 12 months unless terminated pursuant to the Termination clause below.
- 2) Statement of Services. The scope of services is specified in this Agreement and in the attached Scope of Work.

INTERGOVERNMENTAL AGREEMENT  
Tualatin Valley Fire & Rescue  
*Communication Services*

- 3) Consideration. For the provision of Communications Services as outlined in the Scope of Work, Dundee Fire Department will be billed \$146 per hour. Communications Services will be tracked and billed in 15-minute increments with a 15-minute minimum per incident. Dundee Fire Department agrees to pay for software, hardware and capital equipment required to service Dundee Fire Department. Communications Services are provided during normal business hours of Monday-Friday, from 0700 hours to 1630 hours. Depending on the extent of the support needed, services will be provided either via a remote desktop session, by phone, or in-person by a TVF&R Communications technician. Dundee Fire Department will ensure that the appropriate personnel are assigned and available to troubleshoot the issue on Dundee Fire Department's behalf. If travel is required by a TVF&R Communications technician, in addition to the technician's time, standard mileage rates determined by the IRS will apply and be billed by TVF&R as part of the Communications Services. The hourly billing rate covers all services provided in the Scope of Work and referenced policies and procedures. Invoices will be submitted as services are performed and are due within 30 days of the date of the invoice.
- 4) General Provisions.
- a. Applicable Law. This agreement shall be governed and construed in accordance with the laws of the State of Oregon.
  - b. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other.
  - c. Confidentiality. The Parties acknowledges that by reason of this Agreement, the Parties will have access to the each other's information and materials which may be confidential and of substantial value to the other, or confidential to people, organizations or entities served by either. "Confidential Information" means and includes all personal information, trade secrets, know-how, proprietary data, and other nonpublic information including information of third Parties to whom the Parties owe a duty of confidentiality under Oregon Law. The Parties agree that neither shall not use or disclose, or keep upon termination of services or completion of this Agreement, any Confidential Information in any way, except as may be required in connection with this Agreement, for its own account or the account of any third Party. Parties further agree to exercise the highest degree of care in safeguarding Confidential Information against loss, theft, or inadvertent disclosure, and agrees to take all steps necessary to ensure the maintenance of confidentiality.
  - d. Force Majeure. Except as provided in Section 5, no Party to this Agreement shall be held responsible for delay or default caused by fires, riots, acts of God and/or war which is beyond the reasonable control of the Parties.
  - e. Entire agreement. This agreement constitutes the entire agreement between the Parties. There are no understandings, agreements, representations, oral or written, not specified herein regarding this agreement. No amendment or variation of the terms and conditions of this agreement shall be valid unless it is in writing and signed by both Parties.
  - a. Indemnification. Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300, and to the fullest extent permitted by law, (each Party) Dundee Fire Department shall fully indemnify, defend and save and hold harmless (the other) TVF&R, its officers, board members, agents, employees, volunteers, affiliates, and all other persons acting on behalf of (the Parties) TVF&R, from and against any and all claims, demands, suites, actions, damages, losses, costs and expenses, direct and indirect or consequential of any nature whatsoever, including reasonable attorneys' fees, and any other costs of defense, settlement payments and court costs, and liability of personal injuries (including death), property loss, and all other legally cognizable harm caused by, arising from, in whole or

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in part or in connection with, any act or omission involving any work under this Agreement. The duty of defense shall arise immediately upon assertion of any claim that may be covered by this indemnification provision, and, to the fullest extent allowed by law, shall be independent of any duty of indemnification.

- b. Insurance. Each Party agrees to maintain insurance levels or self-insurance in accordance with ORS Chapter 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270, and to protect TVF&R against any consequential damages caused by Dundee Fire Department during activities. Neither Party shall be liable to the other for any loss or damage to their facilities, hardware or other property arising from any cause for which it could have insured against under the Parties normal policies, such as fire. Each Party, on behalf of its insurer, waives any right of subrogation that it might have against the other Party. Insurance carried by Dundee Fire Department shall be considered as primary insurance and exclusive of any insurance carried by TVF&R, and the insurance evidenced by the required certificates shall be exhausted first, notwithstanding the fact that TVF&R may have other valid and collectible insurance covering the same risk. TVF&R reserves the right to require additional insurance coverage, limits, and terms.
- c. Invoices. TVF&R will invoice Dundee Fire Department as required. The terms are net 30. TVF&R may terminate upon 30 days' notice for failure of Dundee Fire Department to pay any sums when due.
- d. Laws. Each Party shall comply with all applicable federal, state and local ordinances, statutes, laws, rules and regulations under this Agreement; including non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
- e. Modifications. Modifications to this Agreement are valid only if made in writing and signed by all Parties.
- f. No Benefits, No Shared Employees. No Party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other Party. No officer, employee or agent of either Party shall be considered to be an officer, employee or agent of the other Party for any purpose.
- g. Notice of Litigation. Each Party shall give the other immediate written notice of any action or suit filed or any claim made against that Party that may result in litigation in any way related to this Agreement. Any litigation arising from this Agreement shall be governed by the laws of the state of Oregon and conducted in the circuit court for Washington County.
- h. Personnel/Workers Compensation. Employees or volunteers of each Party shall remain an employee/volunteer of that Dundee Fire Department, and is subject to the personnel policies solely of that Party. Each Party to this Agreement agrees to provide worker's compensation insurance coverage to its employees and volunteers, and that while responding under this Agreement, each recognizes that supervision of the individual employees will be provided by their regular supervisors. The intent of this provision is to prevent the creation of "special employer" relationships under Oregon workers' compensation law.
- i. Public Contracts. This Agreement includes the following terms and conditions as prescribed by Oregon Revised Statutes as applicable: a. ORS 279B.220, Conditions concerning payment, contributions, liens, withholding; b. ORS 279B.225, Conditions concerning salvaging, recycling, composting or mulching yard waste material; c. ORS 279B.230, Conditions concerning payment for medical care and providing workers' compensation. d. ORS 279B.325, Conditions concerning hours of labor.
- j. Publicity. The Parties shall not use in advertising, marketing programs, or other promotional efforts any data, pictures, or other representations of the other without the prior written authorization.

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- k. Records. Upon termination or expiration of this Agreement, Parties shall, to the extent permissible under applicable law, deliver to the other all documents, information, works-in-progress and other property to the other without reasonable delay. The format and delivery of such records shall be hard copy or electronic, as mutually agreed upon.
- l. Statutes. To the extent applicable, Dundee Fire Department shall comply with all applicable provisions of ORS 279B.220 through ORS 279B.235 and the terms thereof are incorporated by this reference as though fully set forth.
- m. Termination. This Agreement may be terminated, with or without cause, by either Party by providing 30 days written notice of intent to terminate to the other Party.
- n. Waiver. The failure of either Party to insist upon the strict performance of any of the terms, covenants or conditions of this agreement shall not be deemed a waiver of any right or remedy that either Party may have, and shall not be deemed a waiver of either Party's rights to require the strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants or conditions
- o. Dispute Resolution Process. In the event there are disputes or claims related to or arising under this Agreement, the following dispute resolution process will be followed. It is the intent of the Parties to solve the disputes and claims at the lowest level possible, and the issues and resolutions will be documented by mutually agreeable memorandum, if applicable.
  - i. Consideration and resolution by and between the TVF&R Communications Manager and the Dundee Fire Department Liaison.
  - ii. Consideration and resolution by and between the TVF&R Division Chief of Logistics and the Dundee Fire Department Liaison.
  - iii. Consideration and resolution by and between the TVF&R Fire Chief and the Dundee Fire Department Chief, or City of Dundee official.
  - iv. In the event the disputes or claims cannot be resolved under the above process, the dispute or claim shall be subject to binding arbitration. Arbitration shall be conducted pursuant to the rules of the Arbitration Service of Portland, and shall be conducted in Washington County, Oregon, unless otherwise agreed by the Parties.
  - v. In the event of any arbitration arising out of or relating to this Agreement or the enforcement thereof, the prevailing Party in such action shall be entitled to recover its reasonable attorney fees, costs, and expenses from the non-prevailing Party.
  - vi. The laws of the State of Oregon shall be applied in the interpretation, execution, and enforcement of this Agreement.
- p. Written Agreement. This Agreement represents the entire understanding by and between the Parties with respect to the matters contained herein. Any prior or contemporaneous oral or written agreements by and between the Parties or their agents and representatives relative to the matters contained herein are revoked and extinguished by this Agreement.

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**SIGNATURES:**

IN WITNESS WHEREOF, all the aforementioned is hereby agreed upon by the Parties and executed by the duly authorized signatures below:

<b>Dundee Fire Department:</b>  City of Dundee 620 SW 5 <sup>th</sup> Street Dundee, OR 97115	<b>TVF&amp;R:</b>  Tualatin Valley Fire & Rescue 11945 SW 70 <sup>th</sup> Ave. Tigard, OR 97223
Dundee Fire Department Representative/Liaison Name/Title	Representative Name/Title
Representative E-Mail	Representative E-Mail
Representative Phone	Representative Phone
Notices To Name	Eric Wicks, Purchasing Manager/Contracts Administrator Notices To
Notices To Email	Eric.Wicks@tvfr.com Notices To Email
<b>By:</b>	<b>By:</b>
Signature of Authorized Head of Dundee Fire Department	Signature
Title	Debra Grabler, Chief Financial Officer
Date	Date

**INTERGOVERNMENTAL AGREEMENT**  
**ATTACHMENT A - SCOPE OF WORK**

«BidNumber»

The Parties agree that the expectation for the scope of services for Communications services as noted below. This list is not all inclusive, but is intended to display intent and to clarify the expectations of the Parties:

1. This Scope of Work is considered to be included in the Scope of Services of this agreement that apply to communications equipment limited to Mobile Data Computers (MDCs). Note: MDC's are existing Dundee equipment, this will mean IT will be involved for imaging and repairs, TVF&R Communications responsibility of MDC maintenance is removal and installation of hardware only. In addition, network equipment including but not limited to on board mobile gateway hardware, configuration and support, Services do not include manufacturer warranty work.
2. Operational Coordination and Supervision. TVF&R and Dundee Fire Department will provide a liaison to coordinate and ensure the efficient provision of day-to-day services. The Liaison for TVF&R will be the Communications Supervisor and the liaison for Dundee Fire Department will be the Division Chief in charge of project management for IT.
3. Capacity to Perform. If demands for services exceed TVF&R's capacity to perform due to temporary increase in workload demands, illness, or injury, TVF&R may outsource the service to a third Party provider, e.g., outsource the work after consultation and approval from the Dundee Fire Department Liaison. When the work has been outsourced due to capacity to perform, Dundee Fire Department will be responsible for payment to third Party vendors. TVF&R will consult and seek approval from the Dundee Fire Department Liaison to assign priority for services based upon the Scope of Work and TVF&R's policies and procedures.
4. Capability to Perform. Pursuant to TVF&R policies and procedures, and as stated in paragraph 13 of this Scope of Work, when work exceeds the capability to perform, TVF&R will use third Party vendors, e.g., outsource the work after consultation and approval from the Dundee Fire Department Liaison. When the work has been outsourced due to capability to perform, Dundee Fire Department will be responsible for payment to third Party vendors.
5. Technician Training and Qualifications. Communications Services that are outside this Scope of Work or deemed by TVF&R as beyond the training and qualifications of TVF&R personnel may be outsourced. In these cases, outsourced work charges shall be billed directly to Dundee Fire Department. Dundee Fire Department shall arrange and bear the cost of specialized training on technology or hardware/software that are different in type or brand from those used by TVF&R.
6. Safety. When performing services at a Dundee Fire Department facility, Dundee Fire Department shall ensure that at least one Dundee Fire Department employee or a volunteer remains on-scene to ensure the safety of TVF&R personnel until TVF&R personnel complete the scheduled assignment. This provision shall not apply to the services provided at a TVF&R facility. TVF&R shall under no circumstances be required to perform services or repairs if such cannot, in TVF&R's sole discretion, be performed safely or the repair when done be deemed effective. If the Parties disagree with regard to TVF&R's recommendations, either Party may initiate the dispute resolution procedure of Section 4.w of the IGA.
7. Standard of Care. TVF&R shall provide all services with reasonable care.

**INTERGOVERNMENTAL AGREEMENT**  
**ATTACHMENT A - SCOPE OF WORK**

8. The Dundee Fire Department Liaison is responsible for evaluating the validity of the Communications Service request prior to contacting TVF&R, approving the frequency of services, and scheduling service.
9. TVF&R will work with the Dundee Fire Department Liaison to establish preferred protocols and processes for work orders and other documentation.
10. Upon receiving a request for service from Dundee Fire Department, TVF&R is authorized to complete any of the requested service unless specific limits are established for the work by the Dundee Fire Department Liaison, or other thresholds of financial or service authority are agreed to between TVF&R Communications management and the Dundee Fire Department Liaison. Requests for services beyond the Scope of Work will require the prior approval of the Dundee Fire Department Liaison and TVF&R's Fleet Manager prior to outsourcing the work or obtaining specialized training for TVF&R personnel.
11. Service support not considered to be included in the Scope of Work of this agreement applies to other communications equipment including but not limited to mobile and portable radios, pagers, and cell phones. In addition, network equipment including but not limited to switch and routing hardware configuration and support, wireless network hardware configuration and support, internet connectivity hardware and service support is not included. Services do not include manufacturer warranty work.
12. All services will be managed by the TVF&R Communications Supervisor. Services performed directly by TVF&R personnel are limited to the capability of TVF&R's Communications department. Capability is limited by experience and qualified training. Service procedures determined by TVF&R Communications management to be beyond the scope of its capability will be communicated immediately to the Dundee Fire Department Liaison, and following consultation with the Dundee Fire Department Liaison, TVF&R Communications supervisor will determine a recommended course of action for services needed. All costs for service that is beyond the capability of TVF&R will be the responsibility of Dundee Fire Department.
13. Dundee Fire Department shall be responsible for removing equipment from service as necessary, and for coordinating its own work force and services based on the service schedule and availability.