CITY OF DUNDEE
CITY COUNCIL MEETING
Fire Hall Community Room

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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.

JANUARY 17, 2017 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. 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.

   5.1 City Council Minutes, January 3, 2017 — Pages 1-12
   Action Required: Motion to Accept the Consent Agenda

6. Old Business:
   6.1 Low/Moderate Income Housing SDC Waiver Policy — Pages 13-32
   Discussion
   6.2 TE Sidewalk/Streetscape Project Update — Pages 33-40
   Discussion
   6.3 Oregon Transportation Infrastructure Fund Loan — Pages 41-42
   Discussion

7. New Business:
   7.1 City Engineer Contract Amendment No. 1 — Pages 43-44
   Action Required
   7.2 Managing Oregon Resources Efficiently Intergovernmental Agreement — Pages 45-50
   Action Required

8. Council Concerns & Committee Reports

9. Mayor's Report

10. City Administrator Report

11. 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.

12. Adjourn

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Pending Business:

1. Public Works
   - 1.1 Highway 99W Sidewalk/Streetscape
   - 1.2 Inflow & Infiltration Program
   - 1.3 Locust Street Waterline Replacement
   - 1.4 WWTP Control Panel Replacement
   - 1.5 WWTP Biosolids Removal

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
   - 3.4 LID 2016-01 Final Assessment Ordinance
   - 3.5 Storm Drain Master Plan Update

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

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

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

CITY COUNCIL MEETING
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City of Dundee
City Council Meeting Minutes
January 3, 2017

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

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

Public Attendance
Brian Davidson, possible future owner of 727 SE Locust Street; Don Clements, Superintendent, Chehalem Park & Recreation District (CPRD), Jessica Cain and Daniel Danicic, Del Boca Vista,; Eric Kuehne, 13140 A NE Kuehne Road, Dundee; Kelly Amador and Christina LeFleur, Oregon Department of Transportation (ODOT); K. Gauntt; Mark Colby; Alexandera Rollandi; and Sherree Rollandi.

Oath of Office Administered
City Administrator Daykin administered the Oath of Office to re-elected Mayor, David Russ, as well as to re-elected City Councilors Jeanette Adlong, Kristen Svicarovich and Tim Weaver.

Councilor Jeannette Adlong nominated Councilor Kristen Svicarovich for the position of Council President, which was seconded by Councilor Doug Pugsley. The motion passed unanimously.

Agenda Changes
None.

Public Hearing: Locust Street Local Improvement District
Mayor Russ called the hearing to order at 7:05 P.M. for the Locust Street Local Improvement District (LID).

Public Input:
Brian Davidson, possible future owner of 727 SE Locust Street, approached the Council. He indicated that he was sent the minutes and agenda of a meeting from 2016 which indicated that Fortune Park is a neighborhood park. He advised that based on the reading he has done, it appears that only the seven other lots in the area, not including CPRD, are being asked to support the LID. Mayor Russ responded that generally LID's are for the properties that are specifically affected by the improvements. He advised that CPRD is being charged for their linear footage on Locust Street.

Don Clements, Superintendent, Chehalem Park & Recreation District, approached the Council. He advised that he located the signed remonstrance agreement, and further advised that CPRD will honor what they agreed to at that time. He inquired as to why curb and gutter is desired for the Locust Street improvement, and suggested that there are large advantages to not doing that and allowing the water to run off. M. Russ advised that this project includes storm water treatment swales between the sidewalk and the curb, which significantly reduces storm water issues which can be caused by curbs. C.A. Daykin advised that the City is adhering to the new

standard of treatment, and advised that the proposal which the Engineer had in this draft budget is to show a treatment facility; that may be altered somewhat depending on whether a different kind of treatment can be done downstream. At this time, C.A. Daykin further advised, the plan is to use the swales as the treatment methodology for that entire block. C. Pugsley noted that the ADA regulations for pedestrians are very strict with regard to having curb and sidewalk in place, even if the area is marked as a pedestrian way. Mr. Clements acknowledged that across the country ADA regulations are being discussed.

Jessica Cain, Del Boca Vista, 645 NE Third Street, Suite 200, McMinnville, approached the Council along with Daniel Danicic, also of Del Boca Vista. Mr. Danicic advised that Del Boca Vista is building the homes along the south side of Locust Street. He indicated that as they saw the intent of the LID, they became concerned about what was driving this particular project at this time. He advised that it doesn't appear to be a safety issue as he is not aware of any increased incidents of pedestrian-vehicle issues on the south side of town. He advised that the City is transforming what is now a narrow street, which results in slower traffic, into a full width curbed street which he suggested will give opportunity for increased traffic speeds. He pointed out his belief that wider streets provide more room for speeding, as well as his feeling that this street acts as a bypass street for traffic cutting through. He further advised of their concern regarding the approach for the drainage; there are swales being proposed, but there are already existing ditches that he believes carry more water than constructed swales could convey. Mr. Danicic advised that the result of the concern that they have is that given all of the drainage problems on the south side of town, this would be creating a situation where more run off will be collected from a more impervious area because the road is wider, and then discharging it into the upper end of a drainage system that has downstream problems. Mr. Danicic informed that they believe a more appropriate approach would be to work upwards from the bottom of the hill and make the drainage improvements in that manner. He further shared their opinion that placing sidewalks on the Park side of the project would match the existing sidewalk from 7th Street to 5th Street, and would provide adequate pedestrian access to the local park attraction. Mr. Danicic also shared that he has twenty years of public sector experience doing many different LIDs. He suggested that whether the project is small or large, the administrative costs are similar. He expressed their feeling that with this small project there is an increased administrative overhead cost that is being shouldered by a smaller group; a larger project allows the costs to be spread over a larger entity. He pointed out that the costs would be more evenly spread out not only from an administrative standpoint, but also from the construction standpoint; mobilization costs are roughly the same for one block or four blocks of project he noted. Mr. Danicic advised that they are working hard to provide reasonably priced homes in the market; they are pricing homes at a level that they can keep lower than what they're doing comparably in Newberg for the same product. Mr. Danicic also advised they believe the project to be too small and not quite the right time to initiate. Jessica Cain added that with the LID, there is an opportunity to assess properties for a larger scale or a larger vision than this proposal is looking at. She pointed out that there are three affected property owners and a very small impact to the community. She expressed her opinion that the water service, storm water issues and street improvement issues could potentially be spread across a much larger area, where a LID would be much more beneficial than what's being proposed today. Ms. Cain advised that a non-remonstrance has been signed and they accept that they are required to participate in whatever projects are going to be presented, but pointed out that they do not feel this to be best alternative for the City given the circumstances that exist on the south side of town. She advised that they feel there is a better overall analysis that could be done, and that this LID could be spread in a much larger fashion to make it more affordable for everyone. Ms. Cain felt that a pedestrian access or pathway would provide any benefit that the City is looking for in that regard. In closing, Ms. Cain reviewed that they don't believe this proposal to be in the best interest of the City or the property owners involved.

Mayor Russ pointed out that the scale of a project cannot always be large size, especially given the small City of Dundee. C.A. Daykin advised that when Del Boca Vista took out the building permits, they were required to put in curbs and sidewalks which they were allowed to defer until the City brought the elevation to the correct level for a future street improvement. The City was already aware of a commitment from CPRD, and is further aware that when the vacant industrial property is ever developed that they also will be obligated to put in street frontage improvements. It was noted that at an earlier presentation to the City Council, the consensus was that this is the right time to initiate this process. C.A. Daykin noted that if the Council desires to extend the project further south on Locust Street and pick up additional properties, the process would need to be restarted as the costs of the larger project would need to be recalculated. This option and the process involved was described in detail to Council. C.A. Daykin further informed that when he previously discussed with the City Engineer the idea of scale of the project with regard to savings, it was not felt that there would be a significant savings elongating this project another block or two. M. Russ also pointed out that if the project is extended there are also additional costs to the City potentially with regard to sewer and/or water line improvements. C.A. Daykin confirmed that if we do extend the project to the south there is a deteriorated line that was scheduled to be replaced. Funding to replace that line is not available at this time, so the street improvements would be delayed until the water line is completed first; this would result in a delay of at least a year.

Councilor Pugsley inquired as to the square footage and selling price of the houses that are being built by Del Boca Vista. Mr. Danicic responded that the square footage is in the 1500-1700 SF range and selling for close to $300,000. C. Pugsley pointed out that development triggers improvements, and given the fact that there is a park on one side opposite new houses on the other, the timing is good to make these improvements. Ms. Cain reiterated the fact that Del Boca Vista has signed the non-remonstrance agreements, but feels that there is a better LID that could be created and suggested including their participation in what that project looks like as well as CPRD.

Deliberations:
Councilor Svicarovich inquired about whether or not there were additional ramps that could be installed to provide future connectivity across Eighth Street and also across Seventh Street on the east side. C.A. Daykin responded that this was discussed with the City Engineer. Since the City is trying to keep costs down for the project, the desire wasn't to create ramps that really do not connect to anywhere at this point. C.A. Daykin pointed out that this is a preliminary design for a preliminary budget. He further indicated that when the actual design of the project is being addressed, it will be presented to the City Council with a refined design before it would go out for bid, allowing an opportunity for further review at that time. C. Svicarovich supported the idea of completing this piece of roadway, but noted that now would also be a good opportunity to provide those additional ramps for future connectivity at some point in time. Mayor Russ inquired about the impact of the project on the storm water system. C.A. Daykin advised that the project is going to be designed to provide treatment, thus eliminating downstream impacts. Councilor Crawford inquired about whether or not this design of the street is in the TSP. C.A. Daykin confirmed that this reflects the TSP model, the details of which were discussed.

Councilor Adlong inquired about the location of the present pathway at the park with respect to the placement of the new sidewalk. C.A. Daykin informed that the City would work with CPRD, as well as the other property owners, with regard to some of the finer details of the design issues. He confirmed that part of the pathway is in the right-of-way and would need to be removed; the details of this process with regard to the ultimate design would include discussions with representatives of the owners to make sure that it is completed in the most efficient manner. C. Adlong supported the idea of having the variation of a more meandering pathway as opposed to a

straight sidewalk. C.A. Daykin advised that likely the sidewalk and pathway would be merged, and that there will still be a meandering pathway from the sidewalk to the play area as well as the trail that goes to Maple Street. He further advised that as per the standard, the sidewalk itself would be parallel to the street.

Councilor Nelson inquired about the potential sewer project that needed upgraded by the City, specifically regarding projects that could potentially be combined with this one to make a potentially larger LID. C.A. Daykin confirmed that the proposed LID could be extended, though explained that the challenges with those other blocks (besides the water line) would include the fact that there would be more obstructions (improvements) that would need to be dealt with in comparison to the proposed LID. Conversation ensued regarding further details of this potential option.

C. Pugsley advised of his sensitivity to the affordability question though also noted that this assessment is about a 5% cost on a pretty affordable home. C. Pugsley pointed out that when there are new developments the expectation is that the improvements follow. He expressed his opinion that people who are purchasing new homes understand that and know that. He further stated that he believes it to be a lot easier, the case of development, to argue for the LID than to extend it to established homes where people have resided for quite some time. He expressed his support of the proposed LID at this time though he feels the concerns are fair.

C. Nelson pointed out that just because there have not been safety incidents on the south side, doesn't mean there aren't safety issues there. He went on to share that his kids go to that park and they note people traveling pretty fast on Locust Street. He pointed out that while a wider street may make it easier for people to drive faster, it is also going to allow the pedestrians to get off of that street. C. Nelson explained that while he does understand that argument, he does not necessarily agree with that assessment. He further advised that, while he does feel this area is kind of an "island", be believes this is an opportunity to improve this entire block and leans towards approving the formation of this LID. C.A. Daykin pointed out that the proposed area for the LID is really an extension of the improvements that are already from Fifth Street to Seventh Street in terms of the roadway width and curbs. C. Nelson explained that when he referenced the area in terms of being an "island", he was implying the fact that the area is difficult to connect to other areas where work needs to be done.

C. Adlong pointed out that at the time when the park was developed the decision was made to defer street improvements until the vacant property across the street was developed. She advised that it is her feeling that this is the appropriate time to complete the improvements, though she does empathize with the property owners.

Resolution No. 2017-01, Locust Street LID Formation

A motion was made and seconded to approve Resolution No. 2017-01, a resolution establishing the formation of Local Improvement District No. 2016-1 and ordering the construction of street and other public improvements on Locust Street from Seventh Street to Eighth Street. **The motion** passed unanimously.

C.A. Daykin advised that they will notify the City Engineer of the decision of the Council and he will begin the process of preparing a bid package and documents of the final design. He further informed that this process will take a month or so to complete. C.A. Daykin invited the property owners to contact either himself or the City Engineer directly if they wish to share any additional information or ideas that would affect the design.

Public Comment

Eric Kuehne, 13140A NE Kuehne Road, Dundee, approached the Council and identified himself as a local farmer in the community. He provided the Council with a packet of three pages of information to review, including two maps of the property off of Fulquartz that he is here to discuss, as well as a letter from Blue Water Drilling Company. He explained that the City water main ends at the point where there is a turn towards the Waste Water Treatment Plant (WWTP). He advised there is a water meter in that area that extends to feed five additional residences. He informed it is 2 inch PVC and believes it to be managed by Hiland Water Corporation. He informed that he spoke with a resident in the area, Alan Love, regarding the five users on the line. He advised that he is aware of the City Ordinance pertaining to extending water service out of the City limits. He referenced the letter from Blue Water Drilling Company that he provided to Council, and pointed out the potential $50,000 expenditure of installing a domestic well on his property. Mr. Kuehne informed that he also has spoken with Alan Mustain from Public Works pertaining to the water line which feeds the area. He noted that Mr. Mustain informed him of the 110 PSI and the fact that he didn't feel it would be a problem to add an additional user on this line. Mr. Kuehne advised that he is hopeful that Council will consider his request to add onto the existing line of 5 users, or consider future options as wells are added with increased development in the area. He noted that he is not expecting a decision be made at this meeting.

C.A. Daykin explained that he and Mr. Kuehne have had some conversations regarding the City policy, and the fact that what he is requesting doesn't quite match the City policy with regard to connecting to the City main. C.A. Daykin further explained that Mr. Kuehne is asking to connect to this preexisting private rural line (that was established many years ago, possibly in the 1960s) that the City contracts with and provides water service to with a present limit of five users.

Mayor Russ asked how Mr. Kuehne is presently getting water to the property. Mr. Kuehne informed that he presently does not have any water. C.A. Daykin explained that Alan Mustain, Public Works Supervisor, feels that the 2 inch pipe could provide sufficient capacity for an additional service. He further informed that apparently the owners of that line are willing to take on another customer but would have to have Council permission to do so because of the contract with this rural line with a limit of five users. The details of how this water line is potentially managed through Hiland Water Corporation were discussed, including the fact that there is one master meter that water is purchased from. M. Russ inquired as to further details of the connection process and C.A. Daykin explained that the City would be potentially changing the contract with regard to the private system to allow them to increase from five users to six users. As a condition of that additional user, C.A. Daykin noted, the City would ask them to pay that equivalent SDC to the City of Dundee. M. Russ expressed potential concern regarding the possibility of setting precedence in the City. City Attorney Rihala advised that these unique situations are so fact dependent that it isn't likely one deviation would create a huge precedence that would impact the City long-term, though how these types of questions are approached should be considered in terms of consistency. C. Nelson inquired as to whether or not the City has any other water agreements with a limited number of users. C.A. Daykin explained that presently there is one other community service right now which has 4 or 5 users south of Dundee on 99W, the old Ward Line. C.A. Daykin noted there to be one master meter, they use a 2 inch line, and the users are responsible for their own billing.

C. Crawford inquired as to whether or not there is a renewed contract on the five users being discussed. C.A. Daykin informed that it's possible there is a contract and pointed out that this would be a good time to review that contract. C. Pugsley supported this idea and further explained that Dundee does not have a lot of water and that every decision pertaining to water use in Dundee is thoroughly examined carefully. C. Pugsley advised that he believes the contract should be reviewed to confirm that if an emergency situation arose, the City had the option to

cease all water supplies to that particular group if necessary. Mr. Kuehne expressed an understanding of this possibility as well after reviewing the City Ordinance. C. Weaver inquired as to what Mr. Kuehne's plans for the property mentioned might include once water is supplied. Mr. Kuehne informed that he is farming the property presently and his hope would be to place an agricultural shop on site at some point, though notes he would not be a heavy user on the line. He also expressed an interest in possibly building a home on the property at some point in the future if this was a possibility. He briefly reviewed the potential costs associated with using the water, as well as noted his awareness of the monies he would potentially be required to pay to the City for a hook up to the discussed line; this would be quite a notable cost savings. C.A. Daykin pointed out that if Council wishes to consider this issue, more information could be provided at a future meeting. The consensus of the Council was to review additional information prior to making their decision on this matter.

Consent Agenda

The motion was made and seconded to approve Consent Agenda items 8.1 City Council Minutes, December 6, 2016 and 8.2 Financial Report Ending November 30, 2016. **The motion** passed unanimously.

Old Business

Bypass Project Update – Kelly Amador, ODOT

Kelly Amador, ODOT, approached the Council and introduced, Christina LeFleur, Region 2 Signal and Illumination Designer, ODOT. Mayor Russ requested an update on the bypass project in general. Ms. Amador advised that at the Dundee end of the project Hamilton is moving along. Completion date for Phase 1 of the bypass is December of 2017. Ms. Amador advised that Hamilton and K & E, who have been working on the Dundee end of the bypass, have been making great progress and are expected to be finished by the end of summer, though it could be earlier. She further advised that there is remaining landscaping to be completed as well as bridge painting, rail work, protective screening, signs and remaining finish work. Regarding the river and hills contract, though it's taken a bit to get that up and running, they have cut out all of the panels for the river. The mounting and finishing processes were described in further detail. Ms. Amador further advised that Trovo has not had a state contract before which has contributed some to them being able to move forward at a more efficient pace, though they are moving along quite well now. C. Crawford inquired as to when the panels will be placed on the bridge. Ms. Amador explained that Wildish Construction has the contract for the screening on the hills, and what will be the screening for over the railroad. They are working on getting the screening going and they are also fabricating the framework that will hold the river panels. She advised of an April-May timeframe to get all of that mounted and connected. Further details of the completion work were discussed. Ms. Amador reviewed the fact that right now it is too cold to complete much of the painting needed, and that as spring nears more of that will be done. Though not open to the public, Ms. Amador informed that the roadway is completed from 99W to the fishhook and over Bridge 8 (over Chehalem Creek). Additional updates regarding the bypass project were provided. She informed that the Dundee end of the bypass project is approximately 85-90% complete with the Newberg portion approximately 70% complete at this time.

C. Adlong pointed out that the City of Dundee has a dark sky ordinance, and noted that all lights installed in Dundee on residential, industrial, and in the public right-of-way are full cutoff lights to prevent lights from escaping upwards. She further pointed out that the lights that ODOT installed just bordering the Dundee City limits along Highway 99 are all Sag drop lens Cobra lamps that are not compliant with our ordinance. She noted that although this is outside of the City limits, it is bordering the City. She also pointed out that initially the bypass was supposed to be further way from the City on Fulquartz Landing Road. C. Adlong expressed her displeasure

with the approach into Dundee with these type of lights. She pointed out that it is not difficult to convert those types of lights to flat lens lights, and requests this to be completed. Though not the original Illumination Designer for the project, Ms. LeFleur offered an explanation with regard to the lighting for the project in this area. She advised that she was asked give a second opinion with regard to the lights to see if an LED conversion would be viable. She advised that when she looked at the analysis, including reviewing several different types of LED fixtures, she found there to be dark spots between the lights without the same uniformity as the high pressure sodium lights. Ms. LeFleur further informed that at the time of bid for this project, it was not the policy of ODOT to use the LED lights for Cobra heads at all. She advised that that policy has since been changed. The State Illumination Engineer later approved several different fixtures for LED's, which she notes is why there is a difference on the Dundee end of the bypass which had a much later bid date. She further informed that if there were to be an LED light conversion that her recommendation would be to add poles. Mr. Russ pointed out that this will be a requirement eventually as technology surpasses the high pressure sodium (HPS) lights. C. Svicarovich reviewed her perception of the lights present in the bypass area on the west side of the City. She pointed out that the step up from the sag lens fixture to the flat lens fixture that has full cutoff would be an improvement. She further advised that at some point in time there will be a point where HPS fixtures become obsolete and will have to be upgraded. She pointed out that it appears that on the loop ramp are flat lens fixtures, but at the signal itself are where the drop sag lens fixtures are located. Ms. LeFleur informed that she would need to review that in the field as she previously viewed the signal plans. C. Svicarovich pointed out that the signal plan calls for a 400 watt fixture and the lighting plan calls for a 200 watt fixture; she feels strongly that this warrants a significant evaluation and field visit. C. Svicarovich supported replacing the lights with flat lens fixtures, and further noted that after eight years when they no longer work they can be replaced with LED fixtures. C. Pugsley inquired as to how many lights could be changed to flat lens lights to which C. Svicarovich replied that there are five at the traffic signal and three on the merge ramp. C. Svicarovich further noted that just converting those sag lens to flat lens fixtures could make a significant improvement to dark sky, which should be a 1:1 conversion. Mr. Amador advised that she will discuss this further with Ms. LeFleur and will need to research the cost information, etc., before that decision can be made. C. Weaver supported strongly the idea of making this change/conversion to consistency now and prior to the opening of the bypass. Ms. Amador pointed out that staying within the budget that they have for completion of the bypass project is important, and this information will need to be evaluated further. C. Crawford pointed out that he notes cost savings from Phase 1 of the bypass going to Phase 2 of the project. He suggested that making the changes to the lights is a part of Phase 1 and suggested this be done as a part of that before that money is moved to Phase 2. Ms. Amador informed that she will take that information back to Salem with her.

C.A. Daykin inquired as to whether the issues with the traffic signal have been resolved. Ms. Amador noted that she believes the problem to be fixed; she is unaware of any further problems since the signal was switched to radar before thanksgiving. She further explained that the cameras that were initially placed had an issue with the fog. Additionally, it was noted that at times a police officer had parked to observe the intersection and was found to be interfering with the traffic signal as well; this issue was discussed with police and has been resolved as well.

C. Crawford inquired as to whether or not ODOT has had any issues with landslides in the area just before the Chehalem Creek Bridge; he notes that some modifications were done in that area. Ms. Amador advised that she believed there to be a small issue with that area but noted there was a larger one last summer in the Columbia Empire Farms area. She advised that some repair work had to be done after they'd placed some of the gravel and fill in that area. She indicated that they have had instruments in there monitoring the situation, and there might have been another small

one that they are presently monitoring though nothing significant that she is aware of. Discussion ensued further regarding slide issues with regard to the bypass project.

C. Adlong inquired about the trees that have been lost and when they will be replaced. Ms. Amador advised that due to the cold weather it is likely the trees will not be replaced until springtime. She further advised that any of the trees or plants that have been lost are the responsibility of the contractor to replace; there is a one year plan establishment typically. C. Crawford advised that Ted had indicated there was a three-year replacement guarantee for the trees to which Ms. Amador advised she will confirm. C. Svicarovich expressed concern regarding a stack of trees she noted to have been placed near the construction site during our cold weather. Ms. Amador advised she is aware of that situation and it has been addressed; the contractor is responsible for replacing whatever trees/plants are lost.

C. Adlong advised that she spoke with an ODOT Bridge Inspector on the Eighth Street bridge last weekend. She further advised of his surprise when she commented that the bridge is being used. She pointed out that she felt it was likely due to the fact that there is no railing present. Discussion ensued with Ms. Amador regarding this. Ms. Amador informed that placing a guard railing is part of the finish work that will be completed, though she does not know the exact timing of that plan.

C. Crawford inquired about a completion date for the paving being completed by Wildish Construction, Ms. Amador advised that a previously scheduled meeting had been canceled due to weather, but that she is in the process of rescheduling the meeting to talk about a celebration of opening the bypass. She further informed that the majority of the paving needs to be completed by the end of September as per ODOT requirements; she would assume that most of the paving will be complete by then. She advised she will try to pinpoint that timeframe so that hopefully some kind of opening ceremonies can be planned while the weather is still decent.

Ms. Amador noted that she would be happy to receive any photographs from Council of pictures they have taken of the Bypass work for documentation purposes.

Ordinance No. 553-2017, Recreational Vehicles

C. Crawford inquired as to how this ordinance will be enforced. C.A. Daykin informed that the Council can decide how they would like the ordinance to be enforced. A complaint-driven process would be similar to how it's been done before with our limited resources. This process was described in further detail as well as additional enforcement options. C. Weaver expressed his support of relying on the neighborhoods to report these concerns as opposed to burdening Staff. C.A. Daykin pointed out that there is a temporary exemption for actually sleeping in an RV on the street for up to 24 hours out of concerns for other issues dealing with discrimination and homeless issues, etc. C. Crawford inquired as to whether this information could be posted in the next Dundee City Newsletter to make citizens aware. C.A. Daykin advised of the intent to publish this information in the next quarterly newsletter to let citizens know that there is a new policy regarding RV's.

A motion was made and seconded to adopt Ordinance No. 553-2017, an ordinance relating to the occupancy of recreational vehicles and amending the Dundee Municipal Code. **The motion** passed unanimously.

Ordinance No. 554-2017, Vehicle Storage on Streets

A motion was made and seconded to adopt Ordinance No. 554-2017, an ordinance relating to storage of motor vehicles on streets and amending Section 10.14.160 of the Dundee Municipal Code. **The motion** passed unanimously.

TE Sidewalk/Streetscape Project Funding Agreement

C.A. Daykin reviewed the fact that this new Agreement contains much more favorable language than other IGA's for the City. He further expressed that they have also been very accommodating to the City in terms of negotiating this Agreement. C.A. Daykin also noted that he is planning to have a meeting this Friday with the City Engineer and the Project Manager, Tony Snyder, with the intent of returning to the City Council meeting on January 17, 2017 to provide the best update possible with regard to these two projects. C. Crawford inquired as to whether or not street resurfacing is considered Phase 2 of the project. C.A. Daykin confirmed that resurfacing Highway 99W is contained within ODOT's Phase 2. C. Svicarovich expressed concern with regard to Item 3 under "Terms of Agreement" where it is stated that the Project shall be completed no later than January 31, 2018. She inquired as to whether that is referring to punch list items or the entire project being completed by that date. She expressed concern relating to the fact that this project hasn't gone out to bid yet. C.A. Daykin advised that he is hopeful that the City will meet that date and the Agreement won't have to be amended, but noted that it can potentially be amended.

A motion was made and seconded to authorize the City Administrator and the Mayor to execute the Cooperative Improvement Agreement No. 31730 with ODOT. **The motion** passed unanimously.

New Business

Tourism Committee Appointments

C. Crawford asked the Council to consider expanding the size of the Tourism Committee to nine people. He further explained that part of the issue is given the fact that it is a volunteer committee. C. Crawford pointed out that Newberg's Tourism Committee has thirteen members. He noted that the addition of two more committee members, one at-large citizen and one business representative, could be beneficial. He advised that he will present this idea at the next Tourism Committee Meeting. M. Russ advised that if he receives a recommendation to do so from the Committee, to bring that request back to the Council and they will consider that. C.A. Daykin inquired if setting longer terms would be helpful for this Committee. The Committee presently has a two-year term which C. Nelson supported as a good way of keeping ideas fresh.

A motion was made and seconded to approve the re-appointment of Ted Crawford, Nancy Ponzi, and Jennifer Sitter to the Tourism Committee. The motion passed unanimously.

Council Concerns and Committee Reports

C. Pugsley remarked that upon a recent visit to Viewmont Greenway Trail he found it to be beautifully completed. He offered thanks to C. Adlong and the Parks Advisory Committee, as well as C.A. Daykin and City Staff. C. Svicarovich suggested the idea of adding the Viewmont Greenway Park information to the City Newsletter. C.A. Daykin advised that he has walked both Viewmont Greenway and the Harvey Creek Trail recently and both looked great except for some litter on Harvey Creek. He supported the idea of forming a volunteer group to help with weed pulling, litter clean-up, or for any low-maintenance activities that might be needed. C. Adlong inquired about posting this information in an upcoming newsletter, and C.A. Daykin advised the spring newsletter would be the next available option.

C. Weaver noted that the Dogwood/Viewmont paving has received numerous accolades as well. C.A. Daykin noted that PW Supervisor Mustain pointed out that there are roof drains that are depositing water on the property side of the curb which will need to be addressed due to erosion problems. C. Crawford noted this to be true as well. C. Svicarovich pointed out that when she was recently in the area she noted a small white car to be parked in the pedestrian area near the barricade on Dogwood, and inquired as to whether a "no parking" sign would be placed in this

area. C.A. Daykin informed that a new resident was noted to have started parking in the walking path area; a conversation was had with the resident and they have since moved and are parking on the opposite side. Conversation ensued regarding this and additional parking issues within the Park area. C. Svicarovich also noted that while the white stripe has been placed, no reflectors have been placed. C.A. Daykin advised that reflectors were not in the plan this time. C. Adlong pointed out that the striping down Fifth Street has gotten quite faded, and inquired as to whether or not there are plans in place to have this repainted. C.A. Daykin explained that the City tried to contract with the County to have this done last year, but he will try again this year. C. Crawford informed that Ninth Street would also be a good candidate for striping as well, which M. Russ supported. Further discussion ensued regarding striping in these areas. C.A. Daykin advised that we don't normally stripe those local streets within the City which was discussed in detail. C. Nelson supported the idea of having all of the collector streets striped at some point. C. Svicarovich also supported striping to help slow people down as well. C.A. Daykin advised that he will obtain a quote for the street striping.

C. Crawford advised that he notes pedestrians leaving their dog waste bags along the Harvey Creek Trail as there are no garbage cans to dispose of dog waste. He noted there to be a garbage in Viewmont Park. C.A. Daykin advised that a garbage can could be placed on Harvey Creek Trail, though they can be expensive and much of the Parks Fund has already been spent. C. Crawford offered to discuss the matter at an upcoming Tourism Committee meeting. C. Adlong noted that there are some additional signs that need to be placed as well and C.A. Daykin confirmed that the sign regarding disposing of pet waste had been stolen after it was installed. C.A. Daykin informed there are also additional signs to be placed on the Harvey Creek Trail. C. Pugsley pointed out that the sign at the cemetery at the top of the Harvey Creek Trail indicates "no unauthorized vehicles," and he believes people think they are not allowed to park there. C.A. Daykin advised that he is aware of this, and PW Superintendent Mustain has been advised that when placing the new Harvey Creek pet waste sign to also relocate the no parking sign behind the gate.

C. Crawford inquired about the highway property with the four small buildings. C.A. Daykin advised that the owner of the property obtained a permit for demolition. He noted that it was his understanding that they may have done this as a condition of sale. C.A. Daykin informed that he cannot verify who purchased the property, but that the City has not received an application of development of the property yet. C. Crawford additionally inquired about the former Riteway Meats property potentially being acquired. C.A. Daykin advised that he has not received direct communication from someone who is an owner or represents themselves as an owner, but he heard that the same people who were purchasing the highway frontage property were also interested in purchasing that property. It has not been confirmed whether or not that has actually happened.

C. Crawford expressed concern regarding halogen flood lighting at the home of a police officer on Seventh Street, specifically with regard to the Dark Sky Ordinance. C. Adlong advised that she is also aware of this issue. C. Crawford indicated that multiple halogen flood lights are placed on three sides of his house that are extremely bright. C. Svicarovich was also familiar with the lights and indicated that they are sometimes triggered when she drives by in her car, but they do turn back off. C.A. Daykin advised that the City can talk to the property owner, but noted that there are some exceptions for lights on timers that go on and off within a certain period of time not being required to comply with the full cutoff requirements. C.A. Daykin did note, however, that the lights could potentially be a nuisance glare issue. He advised he will talk with the property owner to see if they can reduce the wattage on the bulbs or light direction.

Mayor's Report

M. Russ pointed out that the sign is now in place in front of the Dundee Fire Station. C.A. Daykin informed the Chief Stock will be meeting with the sign consultant soon.

M. Russ shared that over the holiday season he had the opportunity to drive through Donald, Oregon, and noted them to have very nice holiday decorations on their poles. He expressed interest in Dundee expanding on their holiday decorations, especially with the upcoming improvements in Dundee.

City Administrator's Report

C.A. Daykin advised the our Planner, Jessica Pelz, has resigned from her position at the City of Newberg, and noted her last day to be this Friday, January 6th. He further informed that she has taken a new position with Washington County as a Senior Planner with their transportation division. C.A. Daykin informed Council that Doug Rux will fill in for Dundee's Urban Renewal process, and noted that he has a lot of experience in that area. He also advised that he is in the process of contracting with the COG; there is not a person yet who would be assigned to Dundee, but Mr. Rux assured him that he would continue to provide quality control over review of this temporary person's work for the City of Dundee.

C.A. Daykin informed that Jim Omundson from Pinnell-Busch has resigned. He shared that Jim had been one of the key people that the City relies on for his expertise and his testimony as we go into mediation and ultimately arbitration. He advised that the City still has a contract with Pinnell Busch, Jeff Hankins is still working on a few items with the City as far as closing out that last phase of work, but he needs to get a new proposal from Jim. The City Attorney still feels that we should carry both names, Pinnell Busch forward as well as retain Jim because of his knowledge and expertise in this forensic construction field.

C.A. Daykin reminded the Council that they had opted to meet at 6:00 PM before the next City Council with the Urban Renewal Agency and Advisory Committee in a joint meeting to do the presentation of the Draft Plan. The consensus of the Council was to provide snacks and beverages for the meeting.

M. Russ inquired as to the current status regarding Pinnell Busch and the status of issues with the Fire Department building. C.A. Rihala advised that she would need to discuss this with City Attorney Jacob Zahniser. C.A. Daykin advised that he believes they are at the stage where Jacob will be starting to push forward in more earnest mediation, but noted it to be unlikely to result in repairs this summer and more likely a 2018 project as far as the repairs. M. Russ inquired whether or not an air quality test had been done to which C.A. Daykin advised there was no negligible degradation.

Public Comment

None.

The meeting was adjourned at 8:46 PM.

_____
David Russ, Mayor

Attest:

_____
Rob Daykin, City Administrator/Recorder

AGENDA REPORT

To: Mayor Russ and City Council

From: Rob Daykin, City Administrator

Date: January 12, 2017

Re: Low/Moderate Income Housing SDC Waiver Policy

At the November 1, 2016, Councilor Pugsley requested that consideration be given to adopting a policy similar to the City of Newberg's providing a waiver to system development charges (SDC) that would otherwise be assessed to single family or duplex housing constructed to serve low and moderate income households. This policy is represented in the attached City of Newberg Resolution No. 96-1951. I understand that the Newberg Area Habitat for Humanity is the only nonprofit organization that has received SDC waivers under this Newberg policy. Attached are the Family Selection Criteria used by the Newberg Area Habitat for Humanity sample Deed of Trust documents to secure the loan and ensure compliance with program criteria. Please note the First Deed of Trust provision number 26 covering restrictions on transfer of the property appears intended to address the Resolution provision requiring the sale of the property within five years to a household not complying with the SDC waiver policy to require the waived SDCs be paid to the City.

The typical City of Dundee SDC for a new single family residence is the following:

Water System	$ 5,934
Sewer System	5,622
Stormwater System	2,436
Total SDC	$13,992

SDC charge methodology is based on the effect to system consumption and future improvements required to accommodate new development. Reduction of SDCs through a policy that allows waivers, and if such waivers were not previously calculated in the SCS, then the gap in funding will need to be made up from system user fees to fund the improvements needed to increase system capacity. In Dundee's case, the recent methodologies adopted for water and sewer were at the maximum amount calculated and did not include allowance for waivers. However, the amount of waivers to qualified low and moderate income housing are likely to represent a small percentage of the overall system SDCs collected. If there is interest in adopting a policy waiving SDCs for low and moderate income housing projects; then I recommend the Council be directly involved in approving the waiver of SDCs for specific projects. Also, I recommend the City Attorney prepare a sample agreement to be used between the City and the nonprofit receiving the waiver of SDCs. Based on direction from the Council I will bring back a resolution approving a SDC waiver policy for consideration at a future meeting.

RESOLUTION NO. 96-1951

A RESOLUTION APPROVING A POLICY FOR GRANTING A LIMITED OPPORTUNITY TO WAIVE FEES AND CHARGES FOR LOW/MODERATE INCOME HOUSING

RECITALS:

1. The City receives requests to waiver building and development fees for housing built by various local nonprofit organizations.

2. The City has a history of supporting the social needs of the community.

3. The City finds it in its best interest to continue to support nonprofit organizations who help those in need.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newberg, as follows:

Section 1. The City of Newberg desires to assist nonprofit organizations which provide housing for low and moderate income citizens.

Section 2. The City Manager will consider requests on a first come, first serve basis and will grant waivers of building and development fees based on the following criteria:

A. The waiver would only be allowed for up to two single family houses or duplex housing complexes per fiscal year.

B. Waiver of systems development charges will only be granted to certified nonprofit entities.

C. Actual reduction in the costs to the homeowner must be guaranteed by the entity.

D. The homeowner must be low income and need the fee waiver.

E. Waivers would be granted during the fiscal year on a first come basis at the time the building permit is issued.

F. Two waivers would be included in the annual budget and would not include costs required by outside agencies (e.g., the County electrical inspection fee or State surcharges).

G. The fees to be waived would only apply to water and sewer systems development charges.

H. Sale of the property within five (5) years, unless the same qualifications are met by the purchasers, would require that all the fees waived be paid in full at the time of sale.

I. Federal and State subsidized housing would not be eligible for the waiver.

Section 3. The City Manager will report all waivers to the Finance Committee at its meeting following the granting of the waiver.

ADOPTED by the City Council of the City of Newberg, Oregon this 2nd day of January, 1996.

Duane R. Cole, City Recorder

ATTEST:

Donna Proctor, Mayor

\finance\resol-waiver

Newberg Area Habitat for Humanity®

Family Selection Criteria

Connection To Newberg Habitat for Humanity Service Area

- Family lives, works, or has some specific connection to the Newberg Area Habitat service area which consists of the following towns: Newberg, Dayton, Dundee, Sherwood, St. Paul.

Need For Adequate Shelter

- Current shelter has problems with heating, water, electricity, bathroom(s), kitchen, structure, environmental hazards, etc.
- Overcrowded conditions determined by the number of persons, age, and sex of family members.
- Unable to obtain a conventional or government assisted loan.
- Excessive amount of income spent on housing.
- Special needs of family member that cannot be met in current living circumstances.

Ability To Pay

- Family has a reliable source of income.
- Family demonstrates the financial resources and ability to pay the monthly payment (including taxes and insurance) on a regular basis. Home ownership must not threaten household income or the ability to continue payments of monthly household expenses and/or current debt.
- Family has a history of responsible payment of debt
- Family's total gross annual income is not less than 25% and no greater than 60% of the median income of Yamhill County for their family size. (In 2016, the income range is $18,325 to $43,980 for a family of four.) Exceptions may be made for exceptional need.
- The combined total of the monthly mortgage payment and all monthly debt payments should not be greater than 36% of the family's gross monthly income. Exceptions in severe cases of need.

Willingness to Partner With Habitat for Humanity

- Family understands 500 hour sweat equity requirements and its demands and is willing to complete 100 hours before work begins on their own home and is willing to complete all 500 hours (250 hours with specified assistance from friends, neighbors, and community volunteers) prior to taking possession of their home.
- Family is willing to attend Habitat's Family Support classes, which include financial counseling, home maintenance, and repairs.
- Family is willing to receive home visits and interviews from family selection committee member(s) and media representatives for publicity purposes. Most importantly, the family desires to be active participants in Habitat, helping others achieve home ownership by volunteering their time and continuing the circle of "a hand up."

Habitat for Humanity does not discriminate based on age, sex, race, ethnic background, national origin, or religion.

Newberg Area Habitat for Humanity
PO Box 118
620 N Morton
Newberg, Oregon 97132
Office: 503-537-9938 Email: rick@newberghabitat.org

Newberg Area Habitat for Humanity

Income Limits - 2016

Percentage of Median Income	Family Size: 1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
25%	12850	14675	16500	18325	19800	21275	22725	24200
60%	30840	35220	39600	43980	47520	51060	54540	58080

Source: HUD Guidelines
Portland MSA
2016 – MFI: 73300

After Recording Return to:
Newberg Area Habitat for Humanity, Inc.
PO Box 118
Newberg, OR 97132

Send Tax Notices To:
Newberg Area Habitat for Humanity, Inc.
PO Box 118
Newberg, OR 97132

FIRST DEED OF TRUST

DATED: January 21, 2017

GRANTOR: Homebuyer
Main Street
Newberg, OR 97132

BENEFICIARY: Newberg Area Habitat for Humanity, Inc.
PO Box 118
Newberg, OR 97128

TRUSTEE: First American Title Insurance Company of Oregon
515 E Hancock
Newberg, OR 97132

1. **DEFINITIONS.** The defined terms used in this Trust Deed (as indicated by initial capitalization) shall have the following meanings:

"Applicable Law" means all controlling applicable federal, state and local statues, regulations, ordinances and administrative rules and orders as well as all applicable final, non-appealable judicial opinions.

"Beneficiary" shall have the meaning given to that term on the first page of this Trust Deed.

"CC&Rs" means any covenants, conditions and restrictions or other instruments that affect the Property and require the payment of money.

"Escrow Items" mean those items that are described in Section 5.

"Funds" has the meaning given to that term in Section 5.

"Grantor" shall have the meaning given to that term on the first page of this Trust Deed.

"Loan" means (a) the debt evidenced by the Note; (b) any late charges due under the Note; (c) all sums due under this Trust Deed; and (d) any interest due under the Note or this Trust Deed.

"Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 7) for (a) damage to, or destruction of, the Property, (b) condemnation or other taking of all or any part of the Property, or (c) conveyance in lieu of condemnation.

"Mortgage Insurance" means insurance protecting Beneficiary against the nonpayment of, or default on, the Loan.

"Note" means the First Purchase Money Promissory Note signed by Grantor on the same date as this Trust Deed, under which Grantor has promised to pay Beneficiary U.S. $121,000 plus certain other amounts. The final payment under the Note is due on November 1, 2044.

"Periodic Payment" means (a) the regularly scheduled amount due for principal and interest under the Note, plus (b) any amounts due under Section 5.

"Property" means the property described on attached **Exhibit A**, which is incorporated by this reference.

"RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 *et seq.*) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter.

"Trust Deed" means this document.

"Trustee" shall have the meaning given to that term on the first page of this trust Deed.

2. GRANT AND CONVEYANCE OF PROPERTY.

2.1 Grant. This Trust Deed secures to Beneficiary: (a) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (b) the performance of Grantor's covenants and agreements under this Trust Deed and the Note. For this purpose, Grantor hereby irrevocably grants and conveys the Property to Trustee, in trust, with power of sale.

2.2 Title Warranties. Beneficiary represents, warrants and covenants that it owns the Property and has the right to convey it, and that the Property is not encumbered except for encumbrances of record. Grantor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

3. PAYMENTS.

3.1 Obligations. Grantor shall pay when due (a) the debt evidences by the Note, including any late charges due under the Note; and (b) funds for Escrow Items pursuant to Section 5. Payments due under the Note and this Trust Deed shall be made in U.S. currency.

3.2 Returned Checks. If any check or other instrument received by Beneficiary as payment is returned to Beneficiary unpaid, Beneficiary may require that any or all future payments due under the Note or this Trust Deed be made in one or more of the following forms, as selected by Beneficiary: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check with any such check to be drawn upon an institution whose deposits are federally insured, or (d) electronic funds transfer.

3.3 Receipt of Payments. Payments are deemed received by Beneficiary when received at the location designated in the Note or at such other location as may be designated by Beneficiary in accordance with the notice provisions in Section 16.

3.4 Partial Payments. Beneficiary may return any payment(s) or partial payment(s) if the payment(s) or partial payments are insufficient to bring the Loan current. Beneficiary may accept any payment(s) or partial payment(s) insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment(s) or partial payments in the future, but Beneficiary is not obligated to apply such payments at the time such payments are accepted.

3.5 No Offsets. No offset or claim that Grantor might have now or in the future against Beneficiary shall relieve Grantor from making payments due under the Note and this Trust Deed or Performing the covenants and agreements secured by this Trust Deed.

4. APPLICATION OF PAYMENTS OR PROCEEDS. All payments, prepayments, insurance proceeds and Miscellaneous Proceeds accepted by the Beneficiary shall be applied in the following order of priority: (a) any late charges and interest due under the Note; (b) amounts due under Section 5; (c) any Second Principal due and payable to Beneficiary; (d) any other amounts due under this Trust Deed; and (e) any principal due under the Note. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

5. FUNDS FOR ESCROW ITEMS.

5.1 Escrow Items. Grantor has requested that Beneficiary establish an escrow account, at no charge to Grantor, for the purpose of collecting and paying taxes, insurance, CC&R charges, if any, and other similar costs that may arise in the future. Therefore, Grantor shall pay to Beneficiary on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the **"Funds"**) to provide for payment of amounts due for: (a) taxes and assessments and other items that can attain priority over this Trust Deed as a lien or encumbrance on the Property; (b) any payments due under any applicable CC&Rs; and (c) premiums for insurance required by Beneficiary under Section 7. These items are called **"Escrow Items."** As of the date of this Trust Deed, the monthly amount of Funds due is **$260.00**, which is subject to adjustment by Beneficiary from time to time.

5.2 Holding of Funds. Seller shall hold Funds as a reserve and apply it to pay Escrow Items when due. Beneficiary shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law. The funds shall be held in an institution whose deposits are federally insured. Beneficiary shall not charge Grantor for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Beneficiary pays Grantor interest on the Funds and Applicable Law permits Beneficiary to make such as charge. To the extent that RESPA applies to Beneficiary as of the date of this Trust Deed, the following shall apply: Beneficiary may, at any time, collect and hold Funds in an amount (1) sufficient to permit Beneficiary to apply the Funds at the time specified under RESPA, and (2) not to exceed the maximum amount a lender can require under RESPA. Beneficiary shall apply the Funds to pay the Escrow Items no later that the time specified under RESPA.

5.3 No Interest on Funds. Unless Applicable Law, or funding agent requires interest to be paid on the Funds, Beneficiary shall not be required to pay Grantor any interest or earnings on the Funds.

5.4 Annual Accounting. Beneficiary shall give to Grantor, without charge, an annual accounting of Funds. If there is a surplus of Funds held in escrow, Beneficiary shall account to Grantor for the excess funds. If there is a shortage of Funds held in escrow, Beneficiary shall notify Grantor, and Grantor shall pay to Beneficiary the amount necessary to make up the shortage. Upon payment in full of all sums secured by this Trust Deed, Beneficiary shall promptly refund to Grantor any Funds held by Beneficiary. To the extent that RESPA applies to this Trust Deed or Beneficiary, Beneficiary shall perform its duties under this Section 5.4 in accordance with RESPA.

6. CHARGES; LIENS.

6.1 Duty to Pay. Grantor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property that can attain priority over this Trust Deed, and all payments due under any CC&Rs. To the extent that these items are Escrow Items, Grantor shall thereafter pay all such taxes in a timely manner and provide written proof to Beneficiary of such payment within 10 days of the payment.

6.3 Duty to Discharge Liens. Grantor shall promptly discharge any lien that has priority over this Trust Deed unless Grantor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Beneficiary, but only so long as Grantor is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings that in Beneficiary's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; (c) secures from the holder of the lien an agreement satisfactory to Beneficiary subordinating the lien to this Trust Deed. If Beneficiary determines that any part of the Property is subject to a lien that can attain priority over this Trust Deed, Beneficiary may give Grantor a notice identifying the lien. Within ten (10) days of the date on which that notice is given, Grantor shall satisfy the lien or take one or more of the actions set forth in this Section 6. Beneficiary may require Grantor to pay a one-time charge for a real estate tax verification and /or reporting service used by Beneficiary in connection with this Loan.

7. PROPERTY INSURANCE.

7.1 Duty to Maintain Insurance. Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Beneficiary requires insurance. Grantor shall maintain this insurance in the amounts (including deductible levels) and for the periods that Beneficiary requires. What Beneficiary requires pursuant to the proceeding sentences can change during the term of the Loan. Grantor may choose the insurance carrier providing the insurance subject to Beneficiary's right to disapprove Grantor's choice, which right shall not be exercised unreasonably.

7.2 Beneficiary's Right to Maintain Insurance.

WARNING

Unless Grantor provides Beneficiary with evidence of the insurance coverage required by Section 7.1 of this Trust Deed, Beneficiary may purchase insurance at Grantor's expense to protect Beneficiary's interest. This insurance may, but need not, also protect Grantor's interest. If the property becomes damaged, the coverage Beneficiary purchases may not pay any claim Grantor makes or any claim made against Grantor. Grantor may later cancel this coverage by providing evidence that Grantor has obtained property coverage elsewhere.

Grantor is responsible for the cost of any insurance purchased by Beneficiary. The cost of this insurance may be added to Grantor's loan balance. If the cost is added to Grantor's loan balance, the interest rate on the underlying loan will apply to this added amount. The effective date of coverage may be the date Grantor's prior coverage lapsed or the date Grantor failed to provide proof of coverage. The coverage Beneficiary purchases may be considerably more expensive than insurance Grantor can obtain on its own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

7.3 Beneficiary Named in Insurance Policy. All insurance policies required by Beneficiary and renewals of such policies shall be subject to Beneficiary's right to disapprove such policies, shall include a standard mortgage clause, and shall name Beneficiary as mortgagee and/or as an additional loss payee. Beneficiary shall have the right to hold the policies and renewal certificates. If Beneficiary requires, Grantor shall promptly give to Beneficiary all receipts of paid premiums and renewal notices. If Grantor obtains any form of insurance coverage, not otherwise required by Beneficiary, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Beneficiary as mortgagee and/or as an additional loss payee.

7.4 **Actions if a Loss Occurs.** If a loss occurs, Grantor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor. Any insurance proceeds, whether or not the underlying insurance was required by Beneficiary, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Beneficiary's security is not lessened. During such repair and restoration period, Beneficiary shall have the right to hold such insurance proceeds until Beneficiary has had an opportunity to inspect the Property to ensure the work has been completed to Beneficiary's satisfaction, provided that such inspection shall be undertaken promptly. Beneficiary may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Beneficiary shall not be required to pay Grantor any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Grantor shall not be paid out of the insurance proceeds and shall be the sole obligations of Grantor. If the restoration or repair is not economically feasible or Beneficiary's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Trust Deed, whether or not then due, with the excess, if any, paid to Grantor. Such insurance proceeds shall be applied in the order provided for in Section 4.

7.5 **Negotiation and Settlement of Claims.** If Grantor abandons the Property, Beneficiary may file, negotiate and settle any available insurance claim and related matters. If Grantor does not respond within thirty (30) days to a notice from Beneficiary that the insurance carrier has offered to settle a claim, the Beneficiary may negotiate and settle the claim. The 30day period will begin when the notice is given. In either event, or if Beneficiary acquires the Property under Section 27 or otherwise, Grantor hereby assigns to Beneficiary (a) Grantor's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Trust Deed, and (b) any other of Grantor's rights (other than the right to any refund of unearned premiums paid by Grantor) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Beneficiary may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or Trust Deed, whether or not then due.

8. **OCCUPANCY.** Grantor shall occupy, establish, and use the Property as Grantor's principal residence within thirty (30) days after the execution of this Trust Deed and shall continue to occupy the Property as Grantor's principal residence, unless Beneficiary otherwise agrees in writing.

9. **PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; INSPECTIONS.**

9.1 **Maintenance and Protection.** Grantor shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Grantor shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. In particular, Grantor shall (a) keep the exterior of the Property in first-class condition, (b) keep the property clean and free of trash and debris, (c) keep the roof and sidewalks at the Property reasonably clear of snow and ice, and (d) take reasonable care of the yard (including regular watering, mowing and raking of the lawn and care of shrubs, trees and other vegetation).

9.2 **Repairs.** Grantor shall be responsible for all structural and other repairs and maintenance of the Property and any improvements to the Property. Unless it is determined pursuant to Section 7 that repair or restoration is not economically feasible, Grantor shall promptly repair the Property if damaged to avoid further deterioration or damage.

9.3 **Prohibited Uses.** Grantor shall not permit the Property, or any part of the Property, to be used for (a) the conduct of any unlawful, offensive, noisy or dangerous activity or any other activity that would increase the premiums for liability, casualty, or fire insurance on the Property, (b) the creation or maintenance of a public nuisance, or (c) anything that is against any Applicable law.

9.4 **Hazardous Substances.** Grantor represents and warrants that the Property never will be so long as this Trust Deed remains a lien on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, *et seq.* ("CERCLA"), the Superfund Amendments and Reauthorization Act ("SARA"), applicable state laws, or regulations adopted pursuant to any of the foregoing. Grantor authorizes Lender and its agents to enter upon the Real Property to make such inspections and tests, as Lender may deem appropriate to determine compliance of the Property with this paragraph. Any inspections or test made by lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of lender to Grantor or to any other person. Grantor agrees to indemnify and hold Lender harmless against any and all claims and losses resulting from a breach of this paragraph of the Trust Deed. This obligation to indemnify shall survive the payment of the indebtedness and the satisfaction of this Trust Deed.

9.5 **Application of Insurance or Condemnation Proceeds.** If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Grantor shall be responsible for repairing or restoring the Property only if Beneficiary has released proceeds for such purposes. Beneficiary may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Beneficiary may make such payments directly to parties performing the work rather than to Grantor. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Grantor is not relieved of Grantor's duty to complete the repair or restoration.

9.6 **Inspections.** Beneficiary or its agent may from time to time make reasonable entries upon and inspections of the Property. If it has reasonable cause, Beneficiary may inspect the interior of the improvements on the Property. Beneficiary shall give Grantor notice before an interior inspection specifying reasonable cause.

10. **GRANTOR'S LOAN APPLICATION.**

10.1 Grantor shall be in default if any representation or statement made or furnished to Beneficiary by Grantor or any persons acting on Grantor's behalf is false, misleading, or inaccurate in any material respect.

11. **PROTECTION OF BENFICIARY'S INTEREST IN THE PROPERTY AND RIGHTS UNDER THIS TRUST DEED.**

11.1 Beneficiary's Rights to Protect its Interest in the Property. If (a) Grantor fails to perform the covenants and agreements contained in this Trust Deed, (b) there is a legal proceeding that might significantly affect Beneficiary's interest in the Property or rights under this Trust Deed or both (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien that may attain priority over this Trust Deed or to enforce laws or regulations), or (c) Grantors have filed for divorce, separated or no longer co-habitate, or (d) Grantor has abandoned the Property, the Beneficiary may do and pay for whatever is reasonable or appropriate to protect Beneficiary's interest in the Property and rights under this Trust Deed, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Beneficiary's actions can include (i) paying any sums secured by a lien that has priority over this Trust Deed (ii) appearing in court, and (iii) paying reasonable attorney's fees to protect its interest in the Property or rights under this Trust Deed or both, including its secured position in a bankruptcy proceeding. Securing the Property includes entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off.

11.2 No Duty to Exercise Rights. Although Beneficiary may take action under this Section 11, Beneficiary does not have to do so and is not under duty or obligation to do so.

11.3 No Liability. Beneficiary shall incur no liability for not taking any or all actions authorized under this Section 11.

11.4 Additional Debt. Any amounts disbursed by Beneficiary under this Section 11 shall become additional debt of Grantor secured by this Trust Deed. These amounts shall bear interest at the Note's default rate from the date of disbursement and shall be payable, with such interest, upon notice from Beneficiary to Grantor requesting payment.

12. **ASSIGNMENT OF MISCELLANEOUS PROCEEDS; FORFEITURE.**

12.1 **Assignment of Miscellaneous Proceeds.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Beneficiary.

12.2 **Application of Miscellaneous Proceeds for Repairs.** If the Property is damaged, Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Beneficiary's security is not lessened. During the repair and restoration period, Beneficiary shall have the right to hold Miscellaneous Proceeds until Beneficiary has had an opportunity to inspect the Property to ensure the work has been completed to Beneficiary's satisfaction, provided that Beneficiary shall complete this inspection promptly. Beneficiary may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on Miscellaneous Proceeds, Beneficiary shall not be required to pay Grantor any interest or earnings on Miscellaneous Proceeds.

12.3 **Application of Miscellaneous proceeds to Sums Secured by Trust Deed.** If the restoration or repair is not economically feasible or Beneficiary's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Trust Deed, whether or not then due, with the excess, if any, paid to Grantor. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 4. In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Trust Deed, whether or not then due, with the excess, if any, paid to Grantor. In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Trust Deed immediately before the partial taking, destruction, or the loss in value, unless Grantor and Beneficiary otherwise agree in writing, the sums secured by this Trust Deed shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Grantor. In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Grantor and Beneficiary otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Trust Deed whether or not the sums are then due.

12.4 **Application of Proceeds Upon Abandonment or Settlement with Opposing Party.** If the property is abandoned by Grantor, or if, after notice by Beneficiary to Grantor that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Grantor fails to respond to Beneficiary within thirty (30) days after the date the notice is given, Beneficiary is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Trust Deed, whether or not then due. **"Opposing Party"** means the third party that owes Grantor Miscellaneous Proceeds or the party against whom Grantor has a right of action in regard to Miscellaneous Proceeds.

12.5 **Proceeding Threatening Forfeiture.** Grantor shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Beneficiary's judgment, could result in foreclosure or forfeiture of the Property or other material impairment of Beneficiary's interest in the Property or rights under this Trust Deed. Grantor can cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Beneficiary's judgment, precludes forfeiture of the Property or other material impairment of Beneficiary's interest in the Property or rights under this Trust Deed. The proceeds of any award or claim for damages that are attributable to the impairment of Beneficiary's interest in the Property are hereby assigned and shall be paid to Beneficiary. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 4.

13. **GRANTOR NOT RELEASED; FORBEARANCE BY BENEFICIARY NOT A WAIVER.** Extension of the time for payment or modification of amortization of the sums secured by this Trust Deed granted by Beneficiary to Grantor shall not operate to release the liability of Grantor. Beneficiary shall not be required to commence proceedings against Grantor or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Trust Deed by reason of any demand made by the Grantor. Any forbearance by Beneficiary in exercising any right or remedy including, without limitation, Beneficiary's acceptance of payments from third persons, or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

14. **JOINT AND SEVERAL LIABILITY; CO-SIGNERS; PERMITTED SUCCESSORS AND ASSIGNS BOUND.**

14.1 **Joint and Several Liability.** Grantor's obligations and liability under the Note and this Trust Deed are joint and several.

14.2 **Permitted Successors or Assigns.** Subject to the provisions of Section 27, any permitted successor or assign of Grantor who assumes Grantor's obligations under this Trust Deed in writing, and is approved by Beneficiary, shall obtain and be subject to all of Grantor's rights, benefits and duties under this Trust Deed. Grantor shall not be released from Grantor's obligations and liability under this Trust Deed unless Beneficiary agrees to such release in writing.

15. **LOAN CHARGES.** Beneficiary may charge Grantor fees for services performed in connection with Grantor's default, for the purpose of protecting Beneficiary's interest in the Property and rights under this Trust Deed (including, but not limited to, attorney's fees, property inspection and valuation fees). In regard to any other fees, the absence of express authority in this Trust Deed to charge a specific fee to Grantor shall not be construed as a prohibition on the charging of such fee. Beneficiary may not charge fees that are expressly prohibited by this Trust Deed or by Applicable Law. If the Loan is subject to a law that sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Grantor that exceeded permitted limits will be refunded to Grantor. Beneficiary may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Grantor. If a refund reduces the principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Grantor's acceptance of any such refund made by direct payment to Grantor will constitute a waiver of any right of action Grantor might have arising out of such overcharge.

16. **NOTICES.** All notices given by Grantor or Beneficiary in connection with this Trust Deed must be in writing. Any notice to Grantor in connection with this Trust Deed shall be deemed to have been given to Grantor when mailed by first class mail or when actually delivered to Grantor's notice address if sent by other means. Notice to any one Grantor shall constitute notice to all Grantors unless Applicable Law expressly requires otherwise. The notice address shall be the property address set forth on the first page of this Trust Deed unless Grantor has designated a substitute notice address by notice to Beneficiary. Grantor shall promptly notify Beneficiary of Grantor's change of address. There may be only one designated notice address under this Trust Deed at any one time. Any notice to Beneficiary shall be given by delivering it or mailing it by first class mail to Beneficiary's address, stated on the first page of this Trust Deed unless Beneficiary has designated another address by notice to Grantor. Any notice in connection with this Trust Deed shall not be deemed to have been given to Beneficiary, until actually received by Beneficiary. If any notice required by this Trust Deed is also required under this Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Trust Deed.

17. **GOVERNING LAW; SEVERABILITY; RULES OF CONSTRUCTION.**

17.1 **Governing Law.** This Trust Deed shall be governed by federal law and the law of the State of Oregon. All rights and obligations contained in this Trust Deed are subject to any requirements and limitations of Applicable Law.

17.2 **Conflicts.** If any provision or clause of this Trust Deed or the Note conflicts with Applicable Law, the conflicts shall not affect other provisions of this Trust Deed or the Note that can be given effect without the conflicting provision.

17.3 **Rules of Construction.** When the singular, masculine or neuter is used in this Trust Deed, it shall be construed to mean the plural, feminine or body politic or corporate, and vice versa, as the context requires. When the words include(s) or including are used in this Trust Deed, they mean "include(s) but not limited to" or "including, but not limited to." The headings in this Trust Deed are for reference only and shall not affect the interpretation of this Trust Deed. The word "may" gives sole discretion without any obligation to take any action. Unless otherwise noted, references to "sections" are to sections of this Trust Deed.

18. **BENEFICIARY'S RIGHT TO SELL NOTE; CHANGE OF LOAN SERVICER.**

18.1 **Beneficiary's Right to Sell Note.** The Note or a partial interest in the Note (together with this Trust Deed) can be sold one or more times without prior notice to Grantor.

18.2 **Loan Servicer.** A sale of this Note or a partial interest in this Note might result in a change in the entity (known as the **"Loan Servicer"**) that collects Periodic Payments due under the Note and this Trust Deed and performs other mortgage loan servicing obligations under the Note, this Trust Deed, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Grantor will be given written notice of the change that will state name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Grantor will remain with the Loan Servicer or be transferred to a successor Loan Servicer(s) and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

19. **ACCELERATION; REMEDIES.**

19.1 **Notice of Breach.** Beneficiary shall give notice to Grantor before acceleration following Grantor's breach of any covenant or agreement in this Trust Deed. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Trust Deed and sale of the Property.

19.2 **Failure to Cure Default.** If the default is not cured on or before the date specified in the notice, Beneficiary may require immediate payment in full of all sums secured by this Trust Deed without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Beneficiary shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 19, including, but not limited to, reasonable attorneys' fees and costs.

19.3 **Power of Sale.** If Beneficiary invokes the power of sale, Beneficiary shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Beneficiary's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Beneficiary or Trustee shall give notice of sale in the manner prescribed by Applicable Law to Grantor and to other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Grantor, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Beneficiary or its designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees; (b) to all sums secured by this Trust Deed; and (c) any excess to the person or persons legally entitled to it.

20. **RECONVEYANCE.** Upon payment of all sums secured by this Trust Deed, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Trust Deed and all notes evidencing debt secured by this Trust Deed to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Beneficiary may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

21. **SUBSTITUTE TRUSTEE.** Beneficiary may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

22. **ATTORNEY'S FEES.** As used in this Trust Deed and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court on appeal or any petition for review.

23. **PROTECTIVE ADVANCES.** This Trust Deed secures any advances Beneficiary, at its discretion, may make to protect Beneficiary's interest in the Property and rights under this Trust Deed.

24. **PURCHASE MONEY DEED OF TRUST.** This Trust Deed is a Purchase Money Deed of Trust given to secure a portion of the purchase price for the Property.

25. **MAXIMUM RATE.** Notwithstanding any other provision of this Trust Deed or the Note or of any other instrument or document, interest, fees and charges payable by reason of the Loan shall not exceed the maximum, if any, permitted by any governing law.

26. **RESTRICTIONS ON TRANSFER OF THE PROPERTY.**

26.1 **Restriction on Transfer.** From the date of this Trust Deed, Grantor shall not sell, convey, assign, lease, sub-lease, exchange, contract, hypothecate, mortgage, pledge, or otherwise transfer, voluntarily or involuntarily ("Transfer"), or make any agreement to Transfer, all or any part of Grantor's interest in the Property without Beneficiary's prior written consent. Beneficiary's consent may be withheld for any reason. Any attempted Transfer without Beneficiary's prior written consent shall be void and shall entitle Beneficiary, in addition to other rights and remedies available for Grantor's default, to declare the balance of principal and accrued but unpaid interest immediately due and payable. Consent by Beneficiary to one Transfer shall not constitute consent to other Transfers or a waiver of this section.

26.2 **Right of First Refusal.** If Section 26.1 is judicially determined to be unenforceable and in any event before any sale of the Property, the right of first refusal set forth in this Section 26.2 shall apply. Upon such judicial determination or before such sale, Grantor shall deliver to Beneficiary a written notice of the intended sale. Beneficiary shall have until sixty (60) days after the date on which Section 26.1 is judicially determined to be unenforceable to notify Grantor whether it wishes to buy the Property for the original purchase price as stated in the deed by which the Property is conveyed to the Grantor, with the balance owed to Grantor under the Note to be a credit against the purchase price. If Beneficiary so elects, the sale to Beneficiary shall be consummated within thirty (30) days after the date on which the notice of election is delivered to the Grantor. Taxes and other prepaid expenses shall be prorated at closing. If Beneficiary does not elect within such thirty day period, Grantor shall have thrity (30) days following the expiration of the thirty (30) day period in which to consummate the sale. All proceeds of such sale, to the extent of the then outstanding balance of principal and any other amounts owed under this Trust Deed and the Subordinated Trust Instruments, shall be paid to Beneficiary. If Grantor fails to close the sale to a third party within the thirty (30) day period, the Beneficiary's right of first refusal shall be deemed revived. This right of first refusal shall remain in effect for the duration of this Trust Deed.

26.3 **Survival; Covenant Running With Property.** The provisions of this Section 26 shall survive the payment to Beneficiary of all amounts owed under this Trust Deed and the performance of all other obligations of Grantor under this Trust Deed and the Subordinated Trust Instruments. This Section 26 shall be a covenant running with the Property for the benefit of all other real property owned by Beneficiary in Yamhill County, Oregon.

26.4 **Grantor's Acknowledgment. GRANTOR ACKNOWLEDGES FOR GRANTOR, GRANTOR'S HEIRS, SUCCESSORS AND ASSIGNS THAT BENEFICIARY IS A TAX-EXEMPT, CHARTIABLE ORGANIZATION THE PURPOSE OF WHICH IS TO SELL HOUSES TO QUALIFIED PERSONS WHO WOULD NOT OTHERWISE BE ABLE TO AFFORD THEM. THE PROPERTY IS BEING SOLD TO GRANTOR BECAUSE BENEFICIARY'S SELECTION PROCESS HAS IDENTIFIED GRANTOR AS A PERSON (OR PERSONS) QUALIFIED TO BUY THE PROPERTY, SUBJECT TO THE TERMS AND CONDITIONS OF THIS TRUST DEED. TO PERMIT GRANTOR TO TRANSFER ALL OR ANY PART OF THE PROPERTY WOULD BE INCONSISTENT WITH BENEFICIARY'S INTENT IN SELLING THE PROPERTY TO GRANTOR. GRANTOR'S AGREEMENT TO STRICKLY OBEY THE RESTRICTIONS SET FOURTH IN SECTION 26 IS A MATERIAL INDUCEMENT TO BENEFICIARY'S AGREEMENT TO SELL THE PROPERTY TO GRANTOR.**

26.5 **Sweat Equity**. An integral portion of this charitable organization's mission is to use volunteer labor to construct homes. A portion of this labor comes in the form of sweat equity by the Grantor. At the time of this contract, the Grantor has completed this requirement.

26.6 **Financial Literacy Class** - An integral portion of this charitable organization's mission is to encourage participants to improve their financial literacy and savings habits to better their financial stability. The Grantor is required to complete a financial literacy class (such as that offered by the Housing Authority of Yamhill County) either on-line or in person. The grantor has completed this requirement.

27. **AS IS.** Grantor has inspected the Property and is satisfied as to the boundaries of the Property and any inspections to be conducted on the Property. GRANTOR HAS ACCEPTED THE LAND, BUILDINGS AND PERSONAL PROPERTY AND ALL OTHER ASPECTS OF THE IN THEIR PRESENT CONDITION, AS IS, INCLUDING ALL DEFECTS, IF ANY, WITHOUT ANY REPRESENTATIONS OR WARRANTIES BY BENEFICIARY, EXPRESSED OR IMPLIED. Grantor acknowledges that Grantor has ascertained the value and condition of the Property. Grantor has not relied on, nor has Grantor been influences by, any representation of Beneficiary regarding the value or condition of the Property.

28. **Adjustment to Monthly Payments.** The note secured by this deed of trust contains provisions for the adjustment of the monthly payments required thereby based upon the financial conditions

of the Grantor. The Monthly Payments may be adjusted downward, thereby extending the term of the loan, or may be adjusted upward, but above the original Monthly Payment amount only with the consent of the Grantor, thereby reducing the term of the loan.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY BENEFICIARY AFTER OCTOBER 3, 1989 CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLEY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY BENEFICIARY TO BE ENFORCEABLE.

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Trust Deed

GRANTOR:

_____
Homebuyer

STATE OF OREGON)
)ss.
County of Yamhill)

_____, 2016

Personally appeared the above-named _____ and acknowledged the within instrument as their true and voluntary act and deed.

_____
Notary Public for Oregon
My commission expires:_____

STATE OF OREGON)
)ss.
County of Yamhill)

_____, 2016

Personally appeared the above-named _____ and acknowledged the within instrument as their true and voluntary act and deed.

_____
Notary Public for Oregon
My commission expires:_____

EXHIBIT A

Legal Description

Lot 1 of Partition 2016-08 Habitat Blaine

After Recording Return to:
Newberg Area Habitat for Humanity, Inc.
PO Box 118
Newberg, OR 97132

Send Tax Notices To:
Newberg Area Habitat for Humanity, Inc.
PO Box 118
Newberg, OR 97132

SECOND DEED OF TRUST

DATED: January 21, 2017

GRANTOR:
Homebuyer
Main Street
Newberg, OR 97132

BENEFICIARY: Newberg Area Habitat for Humanity, Inc.
PO Box 118
Newberg, OR 97132

TRUSTEE: First American Title Insurance Company of Oregon
515 E Hancock
Newberg, OR 97132

1. **GRANT AND CONVEYANCE OF PROPERTY.**

1.1 **Grant.** This Trust Deed secures to Beneficiary: (a) the repayment of the Second Principal (as defined below) and all renewals, extensions and modifications of the Second Purchase Money Promissory Note between Grantor and Beneficiary of even date with this Trust Deed (the **"Second Note"**); and (b) the performance of Grantor's covenants and agreements under this Trust Deed and the Second Note. For this purpose, Grantor hereby irrevocably grants and conveys the Property, as described on **Exhibit A** and incorporated by this reference, to Trustee, in trust, with power of sale.

2. **WARRANTY.**

2.1 **Title Warranties.** Beneficiary represents, warrants and covenants that it owns the Property and has the right to convey it, and that the Property is not encumbered except for the First Trust Deed in favor of Beneficiary securing a First Purchase Money Promissory Note. Grantor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

3. **PAYMENTS.** Grantor shall pay the Second Principal when due.

4. **RESTRICTIONS ON TRANSFER OF THE PROPERTY.**

4.1 **Restriction on Transfer.** For a the duration of this Trust Deed and the Second Purchase Money Promissory Note, Grantor shall not sell, convey, assign, lease, sublease, exchange, contract, hypothecate, mortgage, pledge or otherwise transfer, voluntarily or involuntarily (**"Transfer"**), or make any agreement to Transfer, all or any part of Grantor's interest in the Property without Beneficiary's prior written consent. Beneficiary's consent may be withheld for any reason. Any attempted Transfer without Beneficiary's prior written consent shall be void and shall entitle Beneficiary, in addition to other rights and remedies available for Grantor's default, to declare the balance of principal and accrued but unpaid interest immediately due and payable. Consent by Beneficiary to one Transfer shall not constitute consent to other Transfers or a waiver of this section.

4.2 **Right of First Refusal.** If Section 4.1 is judicially determined to be unenforceable and in any event before any sale of the Property, the right of first refusal set forth in this Section 4.2 shall apply. Beneficiary shall have until sixty (60) days after the date on which Section 4.1 is judicially determined to be unenforceable to notify Grantor whether it wishes to buy the property for the original purchase price as stated in the deed by which the Property is conveyed to the Grantor. If Beneficiary so elects, the sale to Beneficiary shall be consummated within thirty (30) days after the date on which the notice of election is delivered to the Grantor. Taxes and other prepaid expenses shall be prorated at closing. If Beneficiary does not so elect within such thirty-day period, Grantor shall have thirty (30) days following the expiration

following the thirty (30) day period in which to consummate the sale. All proceeds of such sale, to the extent of the then outstanding balance of principal and any other amounts owed under this Trust Deed and the Second Note, shall be paid to Beneficiary. If Grantor fails to close the sale to a third party within the thirty (30) day period, the Beneficiary's right of first refusal shall be deemed revived. This right of first refusal shall remain in effect for the duration of this Trust Deed.

4.3 **Payment of Second Principal.** The parties conclusively agree that, as of the date of this Trust Deed, the fair market value of the Property is $210,000. The difference between this fair market value and the purchase price that Grantor is paying for the Property is $30,000 (the **"Second Principal"**). If Beneficiary consents to or is required to permit Grantor to Transfer the Property and Beneficiary does not exercise its right of first refusal, Grantor shall pay Beneficiary the Second Principal immediately upon Transfer of the Property.

4.4 **Survival; Covenant Running With Property.** The provisions of this Section 4 shall survive the payment to Beneficiary of all amounts owed under this Trust Deed and the performance of all other obligations of Grantor under this Trust Deed and the performance of all other obligations of Grantor under this Trust Deed. This Section 4 shall be a covenant running with the Property for the benefit of all other real property owned by beneficiary in Yamhill County, Oregon.

4.5 **Grantor's Acknowledgement.** GRANTOR ACKNOWLEDGES FOR GRANTOR, GRANTOR'S HEIRS, SUCCESSORS AND ASSIGNS THAT BENEFICIARY IS A TAX-EMPEMT, CHARITABLE ORGANIZATION THE PURPOSE OF WHICH IS TO SELL HOUSES TO QUALIFIED PERSONS WHO WOULD NOT OTHERWISE BE ABLE TO AFFORD THEM THE PROPERTY IS BEING SOLD TO GRANTOR BEACUASE BENEFICIARY'S SELECTION PROCESS HAS INDENTIFIED GRANTOR AS A PERSON (OR PERSONS) QUALIFIED TO BUY THE PROPERTY, SUBJECT TO THE TERMS AND CONDITIONS OF THIS TRUST DEED. TO PERMIT GRANTOR TO TRANSFER ALL OR ANY PART OF THE PROPERTY WOULD BE INCONSISTENT WITH BENEFICIARY'S INTENT IN SELLING THE PROPERTY TO GRANTOR. GRANTOR'S AGREEMENT TO STRICTCKLY OBEY THE RESTRICTIONS SET FORTH IN THIS SECTION 4 IS A MATERIAL INDUCMEMENT TO BENEFICIARY'S AGREEMENT TO SELL THE PROPERTY TO GRANTOR.

5. **INCORPORATION BY REFERNCE.** The terms and conditions of the First Deed of Trust between Grantor, Beneficiary and Trustee are incorporated into this Trust Deed as fully as if set forth in this Trust Deed, including but not limited to Sections 3 through 29 in their entirety. A default under the First Deed of Trust shall be an event of default under the Second Deed of Trust.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY BENEFICIARY AFTER OCTOBER 3, 1989 CONCERNING LOANS AND OTHER CREIDT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY BENEFICIARY TO BE ENFORCEABLE.

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Trust Deed

GRANTOR:

_____
Homebuyer

STATE OF OREGON)
)ss.
County of Yamhill)

_____, 2017

Personally appeared the above-named _____and acknowledged the within instrument as their true and voluntary act and deed.

_____
Notary Public for Oregon
My commission expires:_____

Exhibit A:

Legal Description

Lot 3 of Partition 2016-08 Habitat Blaine

AGENDA REPORT

To: Mayor Russ and City Council

From: Rob Daykin, City Administrator

Date: January 12, 2017

Re: TE Sidewalk/Streetscape Project Update

City Engineer Greg Reid and ODOT Project Manager Tony Snyder will be updating Council on the two phases of the Highway 99W Sidewalk/Streetscape Project at the January 17 meeting. We are still waiting for the executed funding agreement for the additional $900,000 to be returned to the City. Attached is a detailed description of the funding sources for this project. Also, City Engineer Reid prepared a sample construction staging and schedule for Phase A. The Phase B schedule prepared by Project Manager Snyder reflects only design and bid let. The Phase B construction schedule is estimated at between 8 and 10 months, however, the detailed construction schedule is actually prepared by the contractor. Project Manager Snyder stated a reasonable contract time will be determined later after looking at the construction sequencing and complexity, and may be adjusted once the timeframe of the City's project is determined.

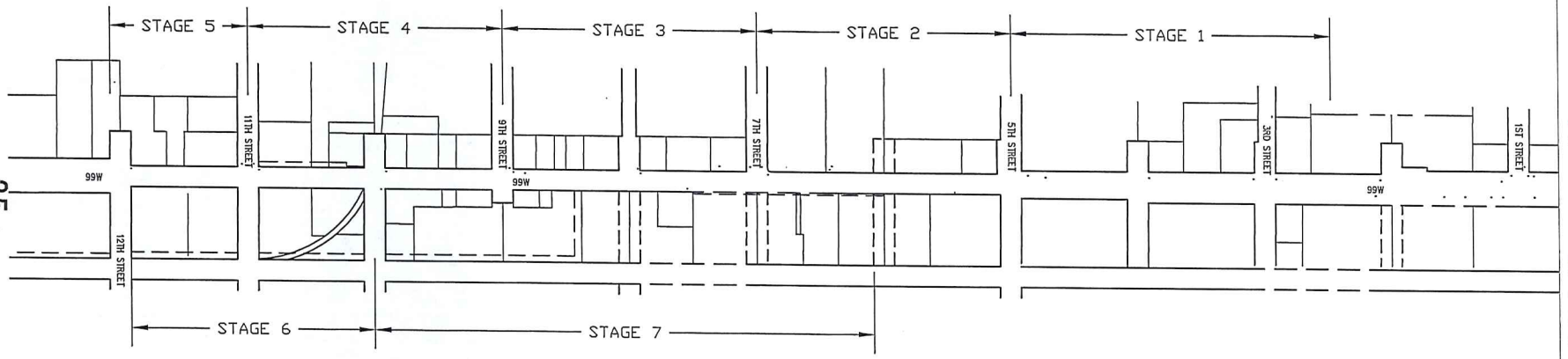
Highway 99W Sidewalk/Streetscape Project Funding Sources

			ODOT Funds		Street CIP					
	Totals	TE/TAP	Bike/Ped	STIP	Match	Conduits	LID	Water CIP	Sewer CIP	Storm CIP
Phase A:										
Concrete Colored Tiles - 78	24,960				24,960					
2016 99W/10th Street	388,931		30,101	199,235		30,412	4,943	66,293	21,707	36,240
2017 Phase A Improvements	2,014,923		449,899	684,530	3,603	207,833	263,873	333,533	9,641	62,011
Total Phase A	2,428,814		480,000	883,765	28,563	238,245	268,816	399,826	31,348	98,251
Phase B	4,878,780	1,739,817		2,742,940	181,962		214,061			
Total Phase A & Phase B	7,307,594	1,739,817	480,000	3,626,705	210,525	238,245	482,877	399,826	31,348	98,251

Notes:

1. Transportation Enhancement (TE) federal grant awarded to the City via ODOT in 2011 was $1,551,000 - adjusted to 1,239,817 reflecting replacement of federal funds with state funds for use in Phase A
2. Transportation Alternatives Program (TAP) replaces the TE program - $500,000 federal grant funds secured by ODOT for Phase B
3. Bike/Ped Funds - $134,000 originally obtained by ODOT to complete sidewalk between 2nd Street and 4th Street on the east side of Hwy 99W turned over to City and increased to $480,000 for Phase A.
4. STIP (Statewide Transportation Improvement Program) includes various ODOT/Federal funds, including ODOT Region 2 matches to federal funds for the highway preservation and related work in Phase B. The STIP funds (max $900,000) provided to the City for Phase A is on a reimbursement basis of eligible work
5. City Match of 10.27% of project costs funded by federal grants STIP in Phase B and costs over the $480,000 Bike/Ped grant in Phase A
6. Installation of conduits is to accommodate future undergrounding of private utilities
7. LID assessments are for 50% of sidewalk construction, 75% of driveway approach construction, and 100% of new (not replacement) curb construction
8. Water CIP is paying for the upgrade of the existing 4" water line to a 10" main located under the sidewalk on the west side of Hwy 99W between 2nd and 12th
9. Sewer CIP funds a new sewer main extension across the highway at 10th Street and relocation of sewer main conflicts at 11th Street in Phase A
10. Storm CIP funds a new storm pipe crossing 11th Street to a new 36" storm trunk next to the railroad and shared cost replacement of the 10th Street storm pipe

Phase A



NOTE: NOTE: BOP AND EOP INDICATE BEGINNING AND END OF A MAJORITY SIDEWALK, DRIVEWAY AND UTILITY IMPROVEMENTS. SOME WATER SYSTEM WORK IS PRESENT NORTH OF THE BOP IN PHASE 1. SEE SHEET 400.

0' 300' 600'

GRAPHICAL SCALE IN FEET
SCALE: 1:300

CITY of DUNDEE Oregon

CITY OF DUNDEE
620 SW 5th Street
P.O. Box 220
Dundee, OR 97115
Ph: (503) 538-3922
Fax: (503) 538-1956

PRELIMINARY

NOT FOR CONSTRUCTION

CONSULTANT:

PROJECT NUMBER: 14001

OR99W-Dundee
Highway 99W
PHASE A IMPROVEMENTS
DUNDEE, OR 97115

REVISION:

DRAWN BY: GSR
ISSUE DATE: DECEMBER 2016
FILE NAME: Dundee General Construction.dwg
FINAL REVIEW

SHEET:
OVERALL CONSTRUCTION STAGING

008

FILE: Dundee General Construction.dwg PRINT DATE: 1/12/2017 2:53 PM

City of Dundee
Hwy 99W Transportation Enhancements
2nd Street to 12th Street

ID	Task Name	Duration	Start	Finish
1	Dundee TE Phase A	208 days	Mon 2/6/17	Wed 11/22/17
2	Bidding	20 days	Mon 2/6/17	Fri 3/3/17
3	Award & Contracting	20 days	Mon 3/6/17	Fri 3/31/17
4	Submittals	30 days	Mon 3/27/17	Fri 5/5/17
5	Stage 1 - 1st to 5th Street West (~870 LI	24 days	Mon 4/3/17	Thu 5/4/17
6	Mobilization & Traffic Control	2 days	Mon 4/3/17	Tue 4/4/17
7	Demolition (Sidewalk & Curb) & Slope E	15 days	Wed 4/5/17	Tue 4/25/17
8	Water Main & Service Laterals	15 days	Fri 4/7/17	Thu 4/27/17
9	Light Pole Bases, Conduits & J-Boxes	10 days	Fri 4/7/17	Thu 4/20/17
10	Franchise Conduits	10 days	Fri 4/7/17	Thu 4/20/17
11	Concrete Curb	3 days	Fri 4/21/17	Tue 4/25/17
12	Concrete Sidewalk & Ramps (Stage 1)	5 days	Wed 4/26/17	Tue 5/2/17
13	Asphalt Repair	2 days	Wed 5/3/17	Thu 5/4/17
14	Stage 2 - 5th to 7th West Side (~630 LF)	23 days	Fri 5/5/17	Tue 6/6/17
15	Mobilization & Traffic Control	2 days	Fri 5/5/17	Mon 5/8/17
16	Demolition (Sidewalk & Curb)	4 days	Tue 5/9/17	Fri 5/12/17
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32	Concrete Sidewalk & Ramps (Stage 3)	5 days	Wed 7/5/17	Tue 7/11/17
33	Asphalt Repair	2 days	Wed 7/12/17	Thu 7/13/17
34	Stage 4 - 9th to 11th West (~720 LF)	23 days	Fri 7/14/17	Tue 8/15/17
35	Mobilization & Traffic Control	2 days	Fri 7/14/17	Mon 7/17/17
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Project: Dundee TE_Phase A Schedul
Date: Thu 1/12/17

Task | Split | Progress | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline

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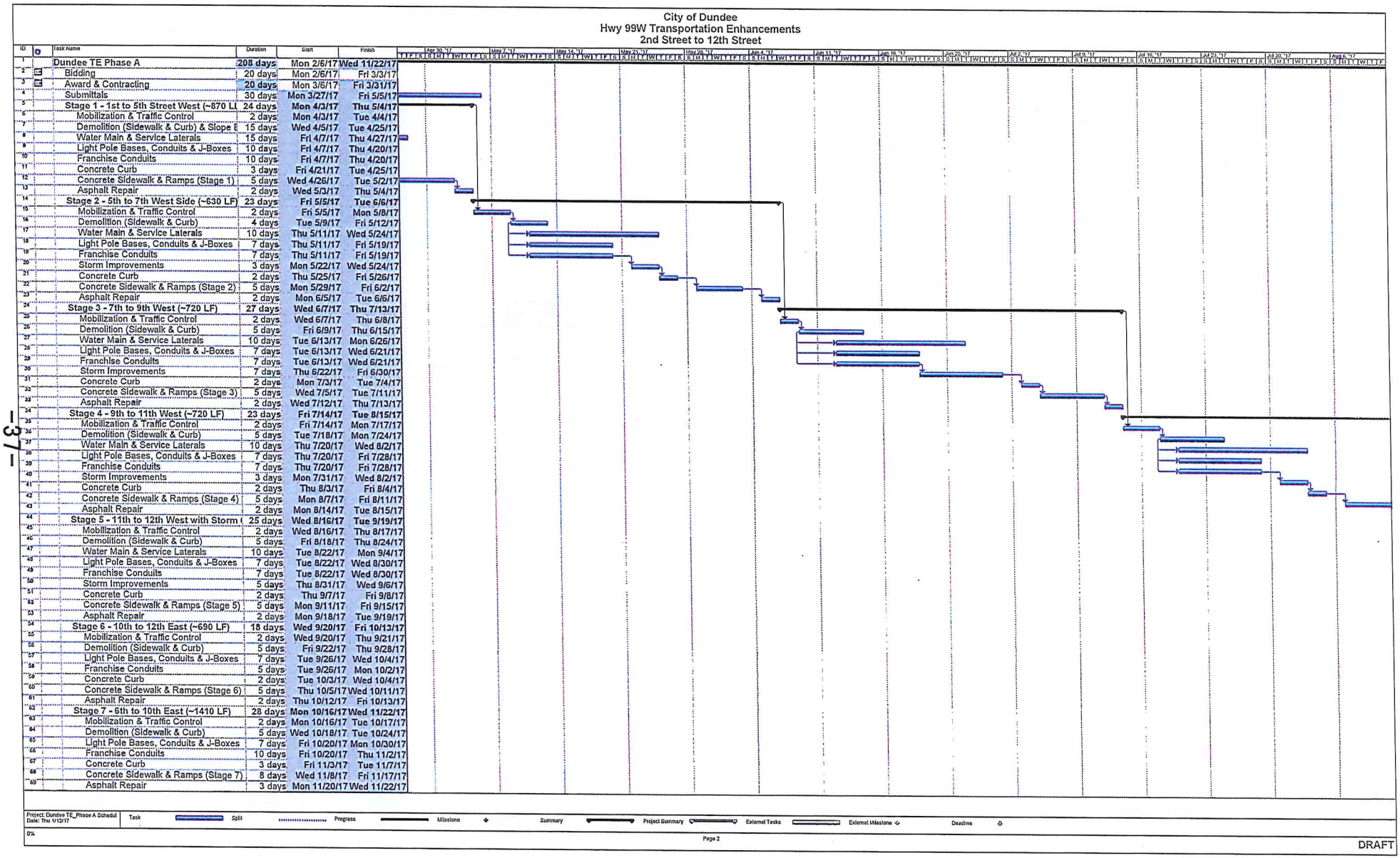

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City of Dundee
Hwy 99W Transportation Enhancements
2nd Street to 12th Street

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Project: Dundee TE_Phase A Schedul
Date: Thu 1/12/17

Task | Split | Progress | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline

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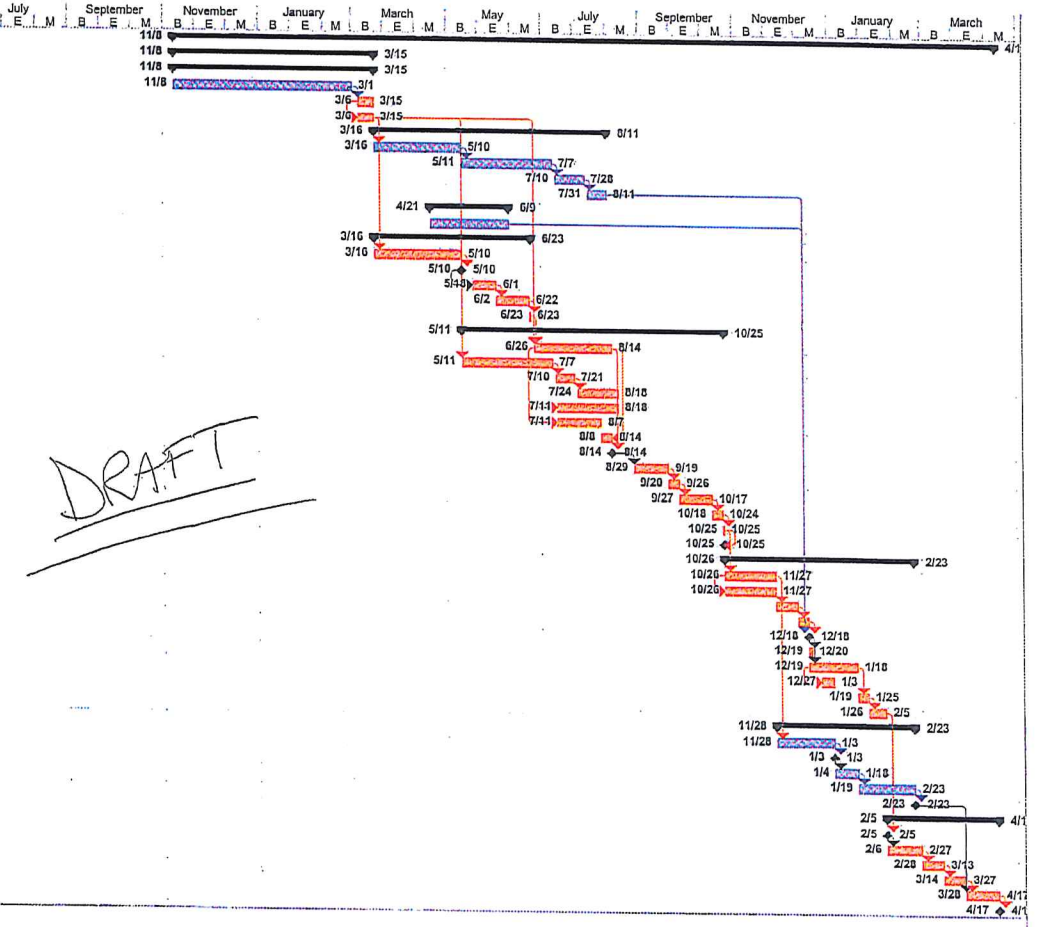
ODOT - Phase B

ID	Activity ID	Need	Task Name	Duration	Start	Finish
1			**R2_PE_Template (Non-Enterprise Copy) Nov 2 2016**	**359 days**	**Tue 11/8/16**	**Tue 4/17/18**
2			**Phase 2: DESIGN ACCEPTANCE (DAP)**	**85 days**	**Tue 11/8/16**	**Wed 3/15/17**
3			**DAP Final Steps, Review and Completion**	**85 days**	**Tue 11/8/16**	**Wed 3/15/17**
4	308		DAP Plans and Meeting	75 days	Tue 11/8/16	Wed 3/1/17
5	308		Review DAP Comments, Prepare Final DAP	8 days	Mon 3/6/17	Wed 3/15/17
6	325		DAP Management Approval - DAP Complete	8 days	Mon 3/6/17	Wed 3/15/17
7			**Phase 3: PERMITS AND CLEARANCES**	**105 days**	**Thu 3/16/17**	**Fri 8/11/17**
8	370		Prepare and Submit Permits/Applications	40 days	Thu 3/16/17	Wed 5/10/17
9	380		Regulatory Approval of Permits/Applications	40 days	Thu 5/11/17	Fri 7/7/17
10	538		CE Closeout Documents	15 days	Mon 7/10/17	Fri 7/28/17
11	539		FHWA Review of CE Closeout Documents	10 days	Mon 7/31/17	Fri 8/11/17
12			**Phase 4B: RIGHT OF WAY (ROW) Acquisition**	**35 days**	**Fri 4/21/17**	**Fri 6/9/17**
13	461		Right of Way Certification Documents	35 days	Fri 4/21/17	Fri 6/9/17
14			**Phase 5: PRELIMINARY PLANS**	**71 days**	**Thu 3/16/17**	**Fri 6/23/17**
15	400		Develop Preliminary Plans/Estimate	40 days	Thu 3/16/17	Wed 5/10/17
16	427		Submit Preliminary Plans/Estimates to Roadway Designer	0 days	Wed 5/10/17	Wed 5/10/17
17	428		Assemble & Distribute Preliminary Plans/ Estimate	10 days	Thu 5/18/17	Thu 6/1/17
18	429		Preliminary Plan Review	15 days	Fri 6/2/17	Thu 6/22/17
19	408		Preliminary Plan Review Meeting/Preliminary Phase Complete	1 day	Fri 6/23/17	Fri 6/23/17
20			**Phase 6: ADVANCED PLANS**	**117 days**	**Thu 5/11/17**	**Wed 10/25/17**
21	420		Develop Advanced Plans/Specs/Estimates	35 days	Mon 6/26/17	Mon 8/14/17
22	116		Utility Test - Hole Excavation	40 days	Thu 5/11/17	Fri 7/7/17
23	117		Refine Utility Conflict List	10 days	Mon 7/10/17	Fri 7/21/17
24	119		Review and Approve Utility Relocation Plans	20 days	Mon 7/24/17	Fri 8/18/17
25	392		Final Geotechnical Report	29 days	Tue 7/11/17	Fri 8/18/17
26	393		Final Hydraulic Report	20 days	Tue 7/11/17	Mon 8/7/17
27	546		Insurance Risk Assessment (PDWP Risk Assessment Tool - PD15)	5 days	Tue 8/8/17	Mon 8/14/17
28	432		Submit Advance Plans to Roadway Designer	0 days	Mon 8/14/17	Mon 8/14/17
29	465		Submit Advanced Plans/Specs/Estimates to Spec Writer	15 days	Tue 8/29/17	Tue 9/19/17
30	548		Compile Advanced Special Provisions/Cost/Schedule	5 days	Wed 9/20/17	Tue 9/26/17
31	433		Assemble & Distribute Advanced Plans/Specs/Estimate	15 days	Wed 9/27/17	Tue 10/17/17
32	430		Advanced Plan Review	5 days	Wed 10/18/17	Tue 10/24/17
33	471		Plans In Hand Meeting	1 day	Wed 10/25/17	Wed 10/25/17
34	472		Advance Plans Phase Complete	0 days	Wed 10/25/17	Wed 10/25/17
35			**Phase 7: FINAL PLANS**	**80 days**	**Thu 10/26/17**	**Fri 2/23/18**
36	445		Develop Final Plans/Specs/Estimate	20 days	Thu 10/26/17	Mon 11/27/17
37	462		Final Access Management Documentation (Checklist-PD12)	20 days	Thu 10/26/17	Mon 11/27/17
38	477		Final Plan Review - (All Disciplines)	10 days	Tue 11/28/17	Mon 12/11/17
39	478		Print and Assemble Mylars	5 days	Tue 12/12/17	Mon 12/18/17
40	475		Deliver Final PS&E (Mylars/Specs/Estimates) to Spec Writer	0 days	Mon 12/18/17	Mon 12/18/17
41	474		Revise PS&E Submittal Check List	2 days	Tue 12/19/17	Wed 12/20/17
42	549		Compile Final Special Provisions/Cost/Schedule	20 days	Tue 12/19/17	Thu 1/18/18
43	544		Project Manager Review of Final Special Provisions	5 days	Wed 12/27/17	Wed 1/3/18
44	479		Assemble Final PS&E Documents and forward to Tech Center Manager	5 days	Fri 1/19/18	Thu 1/25/18
45	545		Tech Center Manager Signs off on Final PS&E Documents	7 days	Fri 1/26/18	Mon 2/5/18
46			**E-Bids/3D Design Package**	**60 days**	**Tue 11/28/17**	**Fri 2/23/18**
47	524		Complete draft eBIDS handoff package/submit to PM for review	25 days	Tue 11/28/17	Wed 1/3/18
48	525		Submit draft eBIDS handoff package to PM	0 days	Wed 1/3/18	Wed 1/3/18
49	526		PM review of draft eBIDS handoff package	10 days	Thu 1/4/18	Thu 1/18/18
50	527		Incorporate PM comments into draft eBID handoff package	25 days	Fri 1/19/18	Fri 2/23/18
51	528		Submit eBIDS package to PL	0 days	Fri 2/23/18	Fri 2/23/18
52			**Phase 8: PS&E Review and Bid Lot (PE Close)**	**50 days**	**Mon 2/5/18**	**Tue 4/17/18**
53	551		PS&E Acceptance	0 days	Mon 2/5/18	Mon 2/5/18
54	553		FHWA Review (FFO/non-exempt projects only)	15 days	Tue 2/6/18	Tue 2/27/18
55	550		PS&E Pre - Letting Review	10 days	Wed 2/28/18	Tue 3/13/18
56	554		Printing-For Advertising	10 days	Wed 3/14/18	Tue 3/27/18
57	555		Advertising	15 days	Wed 3/28/18	Tue 4/17/18
58	560		Bid Let (Milestone)	0 days	Tue 4/17/18	Tue 4/17/18



Project: R2T99_PD19 Compliance Re
Date: Tue 12/13/16

Task
Critical Task
Milestone
Summary
Rolled Up Task
Rolled Up Critical Task
Rolled Up Milestone
Rolled Up Progress
Split
External Tasks
Project Summary
Group By SummTask
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
Progress
Critical Task

Page 1

AGENDA REPORT

To: Mayor Russ and City Council

From: Rob Daykin, City Administrator

Date: January 12, 2017

Re: Oregon Transportation Infrastructure Loan

The City Council authorized the Locust Street LID, with construction anticipated for summer 2017. Also, we intend to repackage the street overlay work that was let for bid and rejected last summer with the hope that bids will be more competitive this time around. Finally, while it is promising that we will be starting sidewalk construction on the highway soon, the estimated costs and property owner assessments have increase substantially since 2013. I was originally planning on using uncommitted Water CIP Funds as a loan to finance the Highway 99W Sidewalk LID; however, those funds are tighter due to other water system improvement needs. Since the State of Oregon reconstituted their Transportation Infrastructure Loan program after our prior loans were approved for the Bypass local match and local street improvements, I recommend making a pre-application to the Oregon Transportation Infrastructure Loan program for the following:

Highway 99W Sidewalk LID	$480,000
Local Street Overlays:	
Locust – 5th to 7th	45,000
1st Street – Alder to Walnut	50,000
Canyon Place	40,000
Locust Street LID	192,000
Total	$807,000

The term will be ten years for the loan to match the LID installment payment program as provided in Section 3.16.120 of the Dundee Municipal Code. I expect a very good interest rate for the loans; under 2%, and the ability to accelerate repayment of the principal anytime without penalty will accommodate the LID installment payment process.

AGENDA REPORT

To: Mayor Russ and City Council

From: Rob Daykin, City Administrator

Date: January 11, 2017

Re: City Engineer Contract Amendment No. 1

The original term of the contract with Streamline West LLC for engineering services ended December 31, 2016. From September 1, 2015 through December, 31 2016 the average hours expended with this contract was 88 per month, with the majority of work (55%) related to the Hwy 99W Sidewalk/Streetscape project funded with the Transportation Enhancement grant. Note: the Sidewalk/Streetscape project includes waterline replacement, extension of new storm water facilities, undergrounding coordination, and LID assessment calculations. The next largest category of work at about 24% of total hours represents efforts with community development (building and planning) of which the vast majority is reimbursed through land use application fees and developer deposits. Other work completed includes Viewmont Greenway Park, Dogwood Drive reconstruction, Charles Street storm water improvements, Water Master Plan update support, and TMDL compliance and reporting to DEQ. Work expected in 2017 will include completion of TE Sidewalk/Streetscape Phase A bid documents and related construction services, Locust Street LID improvements, street overlays and maintenance treatments, Storm Drainage Master Plan update and waterline replacement. I discussed the contract with City Engineer Reid and he agreed to extend the contract through December 31, 2017 under the same terms and current fee of $80 per hour.

Recommendation: Motion to approve the first amendment to the engineering services contract with Streamline West LLC.

FIRST AMENDMENT TO ENGINEERING SERVICES CONTRACT

THIS FIRST AMENDMENT TO ENGINEERING SERVICES CONTRACT is made and entered into by and between the CITY OF DUNDEE, an Oregon municipal corporation ("City") and STREAMLINE WEST LLC ("Engineer") as of _____, 2017.

Recitals

A. The City and Engineer are parties to a personal services agreement ("Contract") for engineering services dated October 23, 2015 and the original contract term was through December 31, 2016.

B. The parties now wish to extend that term and any modification of the provisions of the Contract shall be reduced to writing and signed by the parties.

Agreement

NOW, THEREFORE, the City and Engineer mutually agree as follows:

SECTION 1. The contract shall be amended to read as follows (added language underlined and deleted language in ~~strikethrough~~):

1. Term. The term of this contract shall be from September 1, 2015 to December 31, ~~2016~~ 2017 unless sooner terminated under the provisions of this contract.

SECTION 2. All other provisions of the contract remain in full force and effect.

AGREED to this _____ day of _____, 2017.

CITY OF DUNDEE

_____
Rob Daykin
City Administrator

STREAMLINE WEST LLC

_____
Gregory Reid
Professional Engineer

AGENDA REPORT

To: Mayor Russ and City Council

From: Rob Daykin, City Administrator

Date: January 11, 2017

Re: Managing Oregon Resources Efficiently Intergovernmental Agreement (MORE-IGA)

Following discussions with Marion County to conduct striping work for Dundee, Marion County Public Works Operations Manager requested that the City enters into a new intergovernmental agreement known as MORE-IGA. The MORE-IGA was introduced in 2013 and will replace our original 2008 agreement with Marion County for maintenance and engineering services. The MORE-IGA is similar to the ORWARN agreement (123 members) that the City participates in for mutual aid assistance related to water and wastewater utilities. The MORE-IGA is the vehicle for which members may use to provide a wide range of traditional public works services or equipment to other members; however, it is voluntary and members may choose to not participate to specific requests. At this time 75 entities are members of the MORE-IGA, including Yamhill County, but Dundee would be the first Yamhill County city.

Recommendation: Motion to approve the Managing Oregon Resources Efficiently intergovernmental agreement and authorize its execution by the Mayor and City Administrator.

Truly Doing MORE with Less!

By Don Newell, Operations Division Manager, Marion County Public Works

How does one public agency legally obtain services from another agency? Oregon law allows agencies to purchase services from each other by Intergovernmental Agreement or IGA. However the legal writing and maintenance of multiple agreements over time is very costly for everyone.

Now a new enhanced multiagency IGA called **MORE** is available to all public agencies and provides for a diversity of services. **MORE** is the acronym for **Managing Oregon Resources Efficiently**.

MORE replaces the very successful PMAT-IGA, which was used for 18 years by 32 agencies in Northwest Oregon for everything from fixing roads and bridges, engineering traffic lights, building speed humps, snow and ice removal, to moving large trees for fish habitat. **MORE** has broadened its scope in many dimensions over PMAT, including being a statewide IGA, which means any public agency in Oregon can obtain the services of another.

As described in the formal IGA, **MORE** allows public agencies to share resources including equipment, materials, and services for public works, municipal, transportation, engineering, construction, operations, maintenance, emergency management, and related activities.

We all understand that it is not fiscally feasible to have staff be experts in all areas, and specialized equipment is very expensive, such as road paint stripers at some $450,000. MORE allows agencies to obtain these services from others, therefore truly *"Doing **MORE** With Less!"*

So what are some other advantages to **MORE**?

- **MORE has no expiration date.** Once an agency signs they remain a MORE member until they resign.
- **MORE has no financial caps.** One can do as little or as much as an agency likes.
- **MORE can be used in times of emergencies or urgency work.** FEMA requires that agencies have agreements in place to aid each other for cost reimbursements.
- **MORE is short and easy to exercise.** It is only two pages long, can be downloaded from the below website, and simply needs to sign by the agency and returned to Marion County. Being on the web allows the multi-agencies to exercise and maintain signed agreements at will, with virtually no administration cost.

So what else is on the **MORE** web page? The instructions of how to sign the IGA; PDF files of the signature pages of the **MORE**-IGA's agencies; and an electronic bulletin board to be used by agencies to post notices for everything from training announcements to equipment for sale. This is one page you will want to bookmark and visit often:

www.**MORE**oregon.com

So if you would like to do some common work or projects with another agency, save money by exchanging equipment, and/or share resources from everything to staff expertise to grader ice bits, take a look at the **MORE**-IGA, and discuss it with the your agency's decision makers. This may be the key tool to leverage your agency in truly "*Doing **MORE** with less*"...or "*Doing **MORE** "Yes*!"

INSTRUCTIONS FOR THE MORE-IGA

(MANAGING OREGON RESOURCES EFFICIENTLY INTERGOVERNMENTAL AGREEMENT)
*"Doing **MORE** with less!"*

The following is directed to officials of local and state governments that may want to participate in the accompanying **MORE-IGA** [AGREEMENT]. There are four pages to the MORE-IGA:

- The MORE-IGA narrative – pages 1-2
- **MORE-IGA SIGNATURE PAGE** – page 3
- **INSTRUCTIONS FOR THE MORE-IGA** (this page) – page 4

a. The purpose of the MORE-IGA is for to exchange EQUIPMENT OR MATERIALS or services between OREGON PUBLIC ENTITIES.

b. All PARTIES, who sign the AGREEMENT, must honor the AGREEMENT entirely.

c. Each PUBLIC ENTITIES shall identify an AGENCY'S IGA OVERSEER which will process, file and will receive and maintain IGA documents.

d. Don Newell of Marion County has agreed to act as the CONTRACT ADMINISTRATOR. The CONTRACT ADMINISTRATOR will notify all the AGENCY'S IGA OVERSEERS for all PARTIES. The CONTRACT ADMINISTRATOR will not resolve any disputes of the AGREEMENT PARTIES, nor would Marion County or its employees be liable for any damages sought between any two other PARTIES.

e. Each new PARTY shall execute the **MORE-IGA SIGNATURE PAGE** in two original sets: One shall be filed with the CONTRACT ADMINISTRATOR for approval, filing and distribution, and the second for the PARTY entity's records.

f. Each AGENCY'S IGA OVERSEER will receive digital copies of the **MORE-IGA SIGNATURE PAGE** from the web site: http://www.MOREoregon.com for their records. The CONTRACT ADMINISTRATOR will directly inform the AGENCY'S IGA OVERSEERS of new Agencies signers by e-mail.

g. After the signature and approval process is completed, any PARTY may directly approach any other PARTY for exchange of equipment, materials, resources, and services. There is no need to coordinate requests amongst other PARTIES or with the CONTRACT ADMINISTRATOR.

h. It is important to note paragraph 3 (page 1): "The PROVIDER retains the right to refuse to honor a request".

i. The CONTRACT ADMINISTRATOR maintains two-e-mail lists: 1) Each PUBLIC ENTITIES' AGENCY'S IGA OVERSEERS; 2) other PUBLIC ENTITIES' staff that want to be informed of MORE members' news, announcements, and activities. MORE members will schedule and host meetings 3-times a year to discuss joint issues.

j. An optional 2nd agency contact person can identify on the **MORE-IGA SIGNATURE PAGE** which will also receive direct ongoing correspondence of MORE's activities or of its members.

k. The IGA, list of PUBLIC ENTITIES with agencies' contacts, digital file copies of **MORE-IGA SIGNATURE PAGES,** meeting announcements, and members' news are found on http://www.MOREoregon.com

Questions or concerns may be addressed to:

Don Newell, CONTRACT ADMINISTRATOR.
Marion County, 5155 Silverton Road NE, Salem, Oregon 97305
Telephone: 503.365.3129; e-mail: DNewell@co.Marion.or.us

History: An original joint agency IGA for shared services was originally signed by Multnomah County, the City of Gresham and Oregon Department of Transportation in 1996. By the provision of a 1999 ADDENDUM, other parties agreed to sign the agreement. The IGA was revised in July 2002 and was named PMAT-IGA (PORTLAND METROPOLITAN AREA TRANSPORTATION CO-OPERATIVE INTERGOVERNMENTAL AGREEMENT) with 33-signing agencies. In February 2013 the MORE-IGA, with a more statewide focus, was crafted in tandem to eventually replaced PMAT-IGA.

A second ODOT IGA (OMAT), which allows agencies work with ODOT, can be obtained by contacting:

Rita Gill, OMAT Administrator, Oregon Department of Transportation, Region 1-Contracts & Agreements Unit;
123 NW Flanders Street, Portland, OR 97209-4012;
Telephone: 503-731-8548; e-mail: Syreeta.Gill@ODOT.state.or.us

MANAGING OREGON RESOURCES EFFICIENTLY {MORE}

INTERGOVERNMENTAL AGREEMENT for resources and services

This Agreement is made between the SIGNED PARTIES pursuant to the authority provided by ORS Chapter 190 and shall be referred as the **MORE-IGA** {Managing Oregon Resources Efficiently Intergovernmental Agreement} ("**AGREEMENT**").

WHEREAS:

1. Each **PARTY** owns certain equipment and materials, and provides services that may be useful to another PARTY for public works, municipal, transportation, engineering, construction, operations, maintenance, service districts, emergency management and related activities; and

2. The PARTIES agree that sharing equipment, materials, and services promotes the cost-effective and efficient use of public resources; and

3. The PARTIES desire to enter into this AGREEMENT to establish procedures for sharing equipment, materials, resources, and services, and defining legal relationships and responsibilities. Therefore, in consideration of the mutual covenants herein, it is

AGREED:

1. The PARTIES shall make available to each other vehicles, equipment, machinery, materials, related items ("**EQUIPMENT OR MATERIALS**") and/or services in the manner and on the terms and conditions provided herein. The PARTY supplying the services or the EQUIPMENT OR MATERIALS shall be designated as the "**PROVIDER**" herein. The PARTY receiving the services or assuming the use of EQUIPMENT OR MATERIALS shall be designated as the "**USER**" herein.

2. A cost estimate for specific services will be supplied by the PROVIDER at the request of the USER. Service PROVIDERS shall maintain an accurate cost accounting system, track expenditures and provide monthly billing to USER. Unless other arrangements are agreed upon by the PARTIES, PROVIDER'S invoices will be paid by USERS in full within thirty (30) days of billing.

3. EQUIPMENT OR MATERIALS and/or services shall be provided upon reasonable request at mutually convenient times and locations. The PROVIDER retains the right to refuse to honor a request if the EQUIPMENT OR MATERIALS are needed for other purposes, if providing the EQUIPMENT OR MATERIALS would be unduly inconvenient, or if for any other reason, the PROVIDER determines in good faith that it is not in its best interest to provide a particular item at the requested time. EQUIPMENT OR MATERIALS shall be returned immediately at PROVIDER'S request.

4. The USER receiving the EQUIPMENT OR MATERIALS shall take proper precaution in its operation, storage and maintenance. EQUIPMENT OR MATERIALS shall be used only for its intended purpose. The USER shall permit the EQUIPMENT OR MATERIALS to be used only by properly trained, properly licensed, and supervised operators. The USER shall be responsible for EQUIPMENT OR MATERIALS repairs necessitated by misuse or negligent operation and for the maintenance and/or replacement of high wear items (i.e., milling machine teeth, etc.). The USER shall not be responsible for scheduled preventive maintenance (**P.M.**) unless EQUIPMENT OR MATERIALS hours used exceeds the P.M. schedule periods and has been agreed by the PROVIDER. The USER shall perform and document required written maintenance checks prior to and after use and shall provide routine daily maintenance of EQUIPMENT OR MATERIALS (i.e., fluid checks, lubricating, etc.) during the period in which the EQUIPMENT OR MATERIALS is in USER'S possession.

5. PROVIDER shall endeavor to provide EQUIPMENT OR MATERIALS in good working order and to inform USER of any information reasonably necessary for the proper operation of the EQUIPMENT OR MATERIALS. The EQUIPMENT OR MATERIALS are provided "as is", with no representation or warranties as to its condition or its fitness for a particular purpose. USER shall be solely responsible for selecting the proper EQUIPMENT OR MATERIALS for its needs and inspecting EQUIPMENT OR MATERIALS prior to use. It is acknowledged by the PARTIES that the PROVIDER is not in the

business of selling, leasing, renting or otherwise providing EQUIPMENT OR MATERIALS to others, and that the PARTIES are acting only for their mutual convenience and efficiency.

6. The PARTIES shall provide EQUIPMENT OR MATERIALS storage to each other, at no charge, upon request when mutually convenient. It is recognized that such storage is for the benefit of the PARTY requesting it. The PARTY storing the EQUIPMENT OR MATERIALS shall be responsible for providing a reasonably safe and secure area and not responsible nor liable for theft or damage.

7. The PROVIDER may require, in its sole discretion, that only PROVIDER'S personnel operate EQUIPMENT OR MATERIALS. In so doing, PROVIDER shall be deemed an independent contractor and PROVIDER'S employees shall not be deemed employees of USER. The PROVIDER'S operator shall perform under the general direction and control of the USER, but shall retain full control over the manner and means of using the EQUIPMENT OR MATERIALS.

8. For the purposes of this AGREEMENT, the PARTIES are independent contractors. Nothing herein shall alter the employment status of any workers providing services under this AGREEMENT. Such workers shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. No USER shall be responsible for the direct payment of any salaries, wages, compensation or benefits for PROVIDER'S workers performing services to USERS under this AGREEMENT.

9. Each PARTY shall be solely responsible for its own acts and those of its employees and officers under this AGREEMENT. No PARTY shall be responsible or liable for consequential damages to another PARTY arising out of providing or using EQUIPMENT OR MATERIALS or services under this AGREEMENT. PROVIDERS requiring that their personnel operate EQUIPMENT OR MATERIALS shall, within limits of the Oregon Constitution and the Oregon Tort Claims Act, hold harmless, indemnify and defend the USER, its officer, agents and employees from all claims arising solely by reason of any negligent act by persons designated by PROVIDER to operate EQUIPMENT OR MATERIALS. Notwithstanding the above, the USER shall bear sole responsibility for ensuring that it has the authority to request the work, for its designs and for any representations made to the PROVIDER regarding site conditions or other aspects of the project. The PROVIDERS of the EQUIPMENT OR MATERIALS shall adequately insure the EQUIPMENT OR MATERIALS or provide self-insurance coverage.

10. Any PARTY may terminate its participation by providing thirty (30) days written notice to the other PARTIES. Any amounts due and owing by a terminating PARTY shall be paid within thirty (30) days of termination.

11. Nothing herein shall be deemed to restrict authority of any of the PARTIES to enter into separate agreements governing the terms and conditions for providing EQUIPMENT OR MATERIALS or services on terms different than specified herein.

12. Any **OREGON PUBLIC ENTITY** may become a PARTY to this AGREEMENT. Each PARTY in accordance with the applicable procedures of that PARTY shall approve this AGREEMENT. This AGREEMENT will be executed separately by each PARTY and shall be effective as to each PARTY and binding among all the PARTIES that have signed this AGREEMENT on the date of execution and sending a copy of the signed AGREEMENT to the **CONTRACT ADMINISTRATOR**. The current CONTRACT ADMINISTRATOR is:

Don Newell, Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305
Telephone: 503.365.3129, e-mail: DNewell@co.Marion.or.us

A new CONTRACT ADMINISTRATOR may be named at any time with the approval of a majority of the PARTIES.

13. This AGREEMENT may be amended by written amendment signed by all of the PARTIES.

- end of the AGREEMENT narrative -

Final MORE-IGA narrative revision date: **March 5, 2013** *(no changes or additions are allowed to the above)*

MORE-IGA SIGNATURE PAGE

(MANAGING OREGON RESOURCES EFFICIENTLY INTERGOVERNMENTAL AGREEMENT)

IN THE WITNESS WHEREOF, the PUBLIC ENTITY _____ (PARTY) has caused this AGREEMENT to be executed by its duly authorized representatives as the date of their signatures below:

_____	_____	_____
Signature of Officer	Date	Officer's title
_____	_____	_____
Signature of Officer	Date	Officer's title
_____	_____	_____
Signature of Counsel	Date	Counsel's title

Name & title of the **AGENCY'S IGA OVERSEER:** _____

Address: _____

_____

Office Phone: _____ Cell Phone: _____

E-mail: _____

Optional: Name & title of Agency's 2nd Contact: _____

Office Phone: _____ Cell Phone: _____

E-mail: _____

1. Mail the **original signed MORE-IGA SIGNATURE PAGE** (this page – *actual hard copy page*) to:
   Don Newell, CONTRACT ADMINISTRATOR for distribution to member agencies.
   Marion County, 5155 Silverton Road NE, Salem, Oregon 97305 e-mail: DNewell@co.Marion.or.us
   Telephone: 503.365.3129 MORE-IGA web site: http://www.MOREoregon.com
2. Retain a 2nd **original signed MORE-IGA SIGNATURE PAGE** for your records (a total of 2-sets are required).
3. Send additional agency staff contacts' e-mail addresses to the above CONTRACT ADMINISTRATOR.
4. Copy other PARTIES' **MORE-IGA SIGNATURE PAGES** for your agency's records from the above MORE-IGA web site.