CITY OF DUNDEE
CITY COUNCIL MEETING
Fire Hall Community Room

801 N. Highway 99W, Dundee, OR 97115
City Hall Phone: (503) 538-3922 Website: www. DundeeCity.org

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

JANUARY 7, 2020 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. Councilors will generally not respond to comments except to ask clarifying questions. Council may direct concerns raised by the speaker to the City Administrator or place the issue of concern on the agenda for Council discussion.

5. Presentation: Employee Service Recognition

6. Consent Agenda: The following items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member (or a citizen through a Council member) so requests, in which case the item will be removed from the Consent Agenda and considered separately. If any item involves a potential conflict of interest, Council members should so note before adoption of the Consent Agenda.

   6.1 City Council Minutes, December 3, 2019 — Pages 1-6
   6.2 Financial Report Ending November 30, 2019 — Pages 7-28
   Action Required: Motion to Accept the Consent Agenda

7. Old Business:
   7.1 Planning Commission Appointments — Pages 29-46
   Action Requested
   7.2 2020 Council Goals Process — Pages 47-52
   Action Requested

8. New Business:
   8.1 Third Street Trail Improvement — Pages 53-62
   Discussion
   8.2 TE Grant Agreement Amendment No. 2 — Pages 63-114
   Action Requested

9. Council Concerns & Committee Reports

10. Mayor's Report

11. City Administrator Report

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

13. Adjourn

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Pending Business:

1. Public Works
   - 1.1 Highway 99W Street Lighting
   - 1.2 ODOT Phase B Highway 99W Improvements

2. Planning/Land Use
   - 2.1 Dundee Riverside District Code Amendment
   - 2.2 Exterior Lighting – Code Update/Street Light Standards
   - 2.3 Helipad Standards
   - 2.4 Pending Type II or Type III Land Use Applications:
     - 2.4.1 Sitton View Subdivsion

3. City Council
   - 3.1 Update SDC Methodologies
   - 3.2 LID 2013-01 Final Assessment Ordinance
   - 3.3 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. 572-2020
   - 5.2 Resolution No. 2020-01

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 Administrative Assistant at City Hall (503) 538-3922.

CITY COUNCIL MEETING
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City of Dundee
City Council Meeting Minutes
December 3, 2019

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

Council and Staff Attendance
Present: Mayor David Russ; Council President Tim Weaver; Councilors Ted Crawford, Jeannette Adlong, Storr Nelson and Patrick Kelly. Absent: Kristen Svicarovich. Staff members: Rob Daykin, City Administrator; Melissa Lemen, Administrative Assistant; and John Stock, Fire Chief.

Public Attendance
Ryan Pasquarella, CPA, Grove, Mueller & Swant, P.C.; Ryan Hess.

Agenda Changes
Agenda item 8.2 Cooperative Purchasing Agreement/Fire Equipment Quote was added to New Business.

Public Comment
None.

Presentation: Ryan Pasquarella, CPA – Annual Audit
Ryan Pasquarella, CPA, approached Council and introduced himself. Audit materials were noted to be contained in the meeting agenda packet as well as an additional handout provided to Council at the meeting. Pasquarella discussed the annual audit process. He reviewed details contained in the Management Discussion and Analysis beginning on page 4 of the Annual Financial Report. On page 14, Pasquarella explained that as a result of communications from the Oregon Division of Audits, there were consolidation of data changes made to the business funds for the City; the data for the six proprietary business funds were consolidated into three for reporting purposes. Additionally, he explained that this does not change in any way the budgeting process or the funds themselves; the detailed information is still contained later in the report.

C. Nelson inquired about why Street Operation and Street CIP not included on the report to which Pasquarella explained that what is shown on the front schedules are the "major funds," the funds which have the most activity in them during the year based on a formula; the Street Fund didn't have enough revenue or expense in it to make it qualify as a major fund and is a component of the "other governmental funds" portion of the table on page 13 (with information provided in the supplemental information as well). M. Russ inquired about whether Street could be added to the list of proprietary funds provided on the report to which Pasquarella noted the Street and Street CIP Funds are governmental fund types and confirmed that any fund could be requested to be treated as a major fund, however, the auditor is required to do more work on major funds (than the non-major funds) and would impact costs. He pointed out that the Street Fund information is still available within the report provided on page 31-32. Additional discussion ensued and questions addressed.

Pasquarella discussed the footnote on pages 24-25, and pointed out that one of the new rules for reporting this year was to show more detail in the long-term debt footnote; more narrative is

included than in previous years due to the need to provide more information about any type of collateral that's put up against loans, and if there is any specific default terms within the loans that must also be disclosed. Also, on pages 31-31, Pasquarella pointed out that the Urban Renewal Agency is showing as a fund within the governmental activity now and will also be reflected in the City financial statements as well. He explained that if the level of activity increases, it may reach the level of a major fund, and otherwise would be consolidated in with the rest of the City activities. Pasquarella also explained that the URA does have its own reporting requirements which C.A. Daykin manages on his own; if expenditures rise to over $150,000, then a review will need to be completed. Discussion ensued.

Pasquarella reviewed in detail the supplemental handout provided, inclusive of a variety of graphs and additional analysis information. Brief conversation ensued.

Consent Agenda

A motion was made and seconded to approve Consent Agenda Item 6.1 City Council Minutes, November 19, 2019 and Item 6.2 2020 Meeting Calendar. **The motion** passed unanimously.

Old Business

2020 SCA Grant Agreement

ODOT awarded the $100,000 Special City Allotment grant to Dundee for the paving of Red Hills Drive and related storm water improvements. **A motion** was made and seconded to authorize the city administrator to execute the 2020 SCA grant agreement with ODOT. **The motion** passed unanimously.

New Business

US Bank Purchase Card Application

Mayor Russ discussed the importance of keeping the cards secure to which C.A. Daykin confirmed is standard procedure. C.A. Daykin briefly discussed that the City has a checking account at U.S. Bank as well as refinanced an IFA loan through them; they have been easy to work with. Additionally, he reviewed some of the desirable features of the cards including that the City can set specific limits on specific cards, including for a temporary period of time, and there is also the opportunity for the City to earn bonus reward points as well. C. Crawford discussed that likely the City could request points or a cash back option. C.A. Daykin explained that the intent of Staff is to use any cash earnings that are credited against the actual invoice to constantly consume it against the payment. **A motion** was made and seconded to authorize the city administrator to sign the agreement with U.S. Bank for issuance of a commercial line credit card with the political subdivision addendum to the City of Dundee. **The motion** passed unanimously.

Cooperative Purchasing Agreement/Fire Equipment Quote

C.A. Daykin provided Council and Fire Chief John Stock with a copy of the agenda report and accompanying materials. Chief Stock discussed that the Department did receive some donations and has also received a grant through Spirit Mountain Casino for $19,250.00 to help with this project. He explained that their current extrication equipment cuts at 152,000 pounds; a couple of months ago the Department was unable to cut through a new Chevrolet Surburban involved in a crash. Chief Stock pointed out that switching from hydraulic to battery operated equipment will increase cutting capability to 300,000 pounds of force. C. Nelson inquired about how long the battery is anticipated to last to which Chief Stock explained that it's a two-hour battery; the Department has also requested a 110 volt power supply. Chief Stock indicated that they talked to

six other agencies in Oregon who did switch to batteries as well; no one has run into a battery going dead during an extrication, and no one has had to back up to the 110 power supply. C. Weaver inquired about what the expected lifespan of the battery is anticipated to be which Chief Stock confirmed to be approximately five years, with a replacement cost of $650. Brief discussion ensued and Chief Stock clarified that each apparatus will have its own 110 power supply as well. He discussed that the Department applied for the grant in the summer and will be going down this week or next for the check presentation. C.A. Daykin reviewed information contained in his agenda report with regard to the requirement of the City becoming a participating agency of the Public Procurement Authority (PPA) by signing a Participating Agency Endorsement Authorization. C.A. Daykin added that the PPA is disbanding this year; the League of Oregon Cities will be taking over for them of which the City is already a member. **A motion** was made and seconded to authorize the city administrator to sign the Participating Agency Endorsement and Authorization with the Public Procurement Authority and to accept the quote from L.N. Curtis for the purchase of extrication equipment in the amount of $35,323.03. **The motion** passed unanimously.

Council Concerns and Committee Reports

C. Weaver requested an update of the Kincaid Fire. Chief Stock briefly discussed their operation and that California was quick to request assistance from Oregon; Yamhill County was the third county they called and was the only to send two teams.

Mayor's Report

None.

City Administrator's Report

C.A. Daykin discussed that the City did receive confirmation on Monday that the City's side account application was approved for the PERS EIF Account. He briefly described the process and that he received confirmation later the same day, though they have not yet updated the information on how many agencies have requested funds thus far.

C.A. Daykin discussed that City Staff have been providing traffic control on the Highway for Int-R-Tek, the firm completing video scoping of the sewer laterals. Scoping began today and will continue for two more days. C.A. Daykin explained that they did come across some obstruction which caused some problem, potentially related to material that may have been in the pipe for a long time that may have come from an unknown location upstream a number of years back. He explained that this will likely be cleaned out at some later date; it is not really causing any problems right now other than they could not get the camera up to a certain point to complete the lateral inspection of one location, which will be approached differently.

C.A. Daykin discussed that the City Engineer plans to get three projects out to bid this month: the waterline project on Red Hills Drive, the Neiderberger Road ditch project as part of the SCA Amendment Grant, and also the City street lights. The goal is to bring back the bids to Council for award of those projects in January.

C.A. Daykin discussed that there is no urgent business for the City Council meeting on December 17, 2019. The consensus of Council was to cancel the meeting on December 17th and meet next on January 7, 2020.

C.A. Daykin discussed that the City did receive the an amendment to the original 2011 TE Grant Agreement, which modifies the grant amount remaining after the work that was done two years ago, and updates the City's obligations. C.A. Daykin explained that they still plan on going out to bid this next year. He pointed out that the dollar amount which they set for the City

commitment is now a fixed amount. The old Agreement had stated that the City was responsible for cost overruns for the Streetscape related work; ODOT will be 100% responsible for with the new Agreement.

C.A. Daykin announced that the playground area at Viewmont Park has been completed. He discussed that he has received some positive feedback from it. He explained that there are still a few minor touches to clean up that area and once it is determined whether there are remaining funds, consideration will be given to purchasing the authorized trees to complete the project (the next phase). C. Crawford clarified that the Early Bird Rotary group will be providing some funding for the park as well; he will notify C.A. Daykin and C. Adlong when the check is available. C. Adlong encouraged Council to visit Viewmont Greenway Park to see the improvements firsthand. She praised public works for their efforts on the finish work and their amazing job installing the playground equipment. C.A. Daykin explained that with all of the heavy equipment that was going in and out carrying very heavy playground pieces, some sections of the asphalt paved trail have cracked along the edges as well as some cracking on the upper trail. He discussed that the intent is to come back next spring to cut out and replace where the asphalt is cracked or potentially sealing the cracks somehow with some material.

Public Comment

None.

Executive Session

The City Council entered Executive Session at 7:45 P.M. in accordance with ORS 192.660 (2) (h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. Executive Session ended at 8:30 P.M. and City Council did not reconvene.

_____
David Russ, Mayor

Attest:

_____
Rob Daykin, City Administrator/Recorder

CITY OF DUNDEE
Statement of Activities

From 7/01/2019 Through 11/30/2019

UNAUDITED

	General Fund	Street Fund	Street CIP Fund	Street Reserve Fund	State Revenue Sharing Fund	Equipment Reserve Fund	Parks Fund	Tourism Fund	Fire Station Constr Fund	Bonded Debt	Water Fund	Water CIP Fund	Sewer Fund	Sewer CIP Fund	Storm Water Fund	Storm Water CIP Fund	Total
Revenue																	
Taxes	655.115	12.447	-	-	-	-	-	38.962	-	105.202	-	-	-	-	-	-	811.726
Franchise Fees	30.565	-	17.509	-	-	-	-	-	-	-	-	-	-	-	-	-	48.074
Licenses & Permits	30.270	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30.270
Intergovernmental Revenue	38.526	99.387	-	-	14.934	-	-	-	-	-	-	-	-	-	-	-	152.847
Charges for Services	92.307	-	-	-	-	-	-	-	-	-	336.462	19.518	551.107	24.508	44.993	9.744	1.078.639
Fines & Forfeitures	36.639	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	36.639
Miscellaneous Revenue	8.899	571	1.945	419	26	7.716	44	1.229	80.455	348	1.322	4.322	1.961	5.258	222	772	115.508
Total Revenue	892.321	112.404	19.454	419	14.961	7.716	44	40.191	80.455	105.550	337.784	23.840	553.068	29.766	45.214	10.516	2.273.702
Exnenditures																	
Personnel	285.927	19.393	-	-	-	-	-	-	-	-	87.001	-	80.152	-	11.917	-	484.389
Materials & Services	352.010	54.651	-	-	6.037	-	1.777	6.584	31.221	-	98.131	-	124.709	-	10.446	-	685.565
Capital Outlay	2.106	-	202.735	-	6.308	-	35.714	6.619	50.146	-	10.783	4.613	-	-	-	18.603	337.627
Debt Service	-	-	20.373	-	-	29.314	-	-	-	-	-	58.602	-	362.128	-	11.799	482.216
Total Exnenditures	640.043	74.043	223.108	-	12.345	29.314	37.491	13.203	81.367	-	195.915	63.215	204.861	362.128	22.363	30.402	1.989.798
Excess (defiency) of Revenue over Expenditures	252,278	38,361	(203,655)	419	2,616	(21,598)	(37,447)	26,989	(912)	105,550	141,868	(39,374)	348,207	(332,362)	22,851	(19,886)	283,905
Other Financing Sources (Uses)	35.724	-	-	-	-	-	-	-	-	-	(13.832)	-	(243.892)	222.000	-	-	-
Net Changes to Fund Balance	288.002	38.361	(203.655)	419	2.616	(21.598)	(37.447)	26.989	(912)	105.550	128.037	(39.374)	104.315	(110.362)	22.851	(19.886)	283.905
Beginning Fund Balance	609.022	44.739	295.229	44.765	2.051	854.135	8.302	116.093	60.214	17.810	59.937	326.245	157.552	514.092	12.638	87.912	3.210.736
Ending Fund Balance	897,024	83,100	91,574	45,183	4,667	832,537	(29,145)	143,082	59,301	123,360	187,974	286,871	261,867	403,729	35,489	68,026	3,494,641

City of Dundee

Statement of Revenue & Expenditures
General Fund - 001
From 11/01/2019 Through 11/30/2019

UNAUDITED

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaininng	Total Budget Variance
REVENUES					
Taxes	615,453	655,115	729,500	10.20%	74,385
Franchise Fees	11,582	30,565	149,900	79.61%	119,335
Licenses & Permits	1,643	30,270	73,800	58.98%	43,530
Intergovernmental Revenue	8,107	38,526	181,700	78.80%	143,174
Charges for Services	17,675	92,307	231,800	60.18%	139,493
Fines & Forfeitures	4,216	36,639	56,000	34.57%	19,361
Miscellaneous Revenue	2,657	8,899	17,500	49.15%	8,601
Total REVENUE	661,333	892,321	1,440,200	38.04%	547,879
EXPENDITURES (by Department)					
01 - Admin / Finance	40,834	189,199	397,100	52.35%	207,901
02 - Court	2,257	11,081	26,700	58.50%	15,619
03- Community Development	18,597	62,579	141,600	55.81%	79,021
04 - Police Department	50,880	180,652	519,100	65.20%	338,448
05 - Fire Department	29,096	196,531	519,000	62.13%	322,469
Total EXPENDITURES	141,665	640,043	1,603,500	60.08%	963,457
EXCESS (deficiency) of REVENUE OVER EXPENDITURES	519,668	252,278	(163,300)	254.49%	(415,578)
OTHER FINANCING SOURCES (USES)					
Transfers In	0	35,724	96,600	63.02%	60,876
Transfers Out	0	0	0	NA	0
Other Uses	0	0	(80,000)	100.00%	(80,000)
Total OTHER FINANCING SOURCES (USES)	0	35,724	(40,000)	189.31%	(75,724)
NET CHANGE IN FUND BALANCE	519,668	288,002	(203,300)	241.66%	(491,302)
BEGINNING FUND BALANCE	377,356	609,022	603,200	0.97%	5,822
ENDING FUND BALANCE	897,024	897,024	399,900	124.31%	497,124

City of Dundee

Statement of Revenue & Expenditures
General Fund - 001 Admin/Finance - 01
From 11/01/2019 Through 11/30/2019

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaininng	Total Budget Variance
EXPENDITURES					
Personnel Services					
Salaries & Wages	14,807	72,800	176,800	58.82%	104,000
Personnel Benefits	8,542	42,781	104,000	58.86%	61,219
Total Personnel Services	23,349	115,581	280,800	58.84%	165,219
Materials & Services					
Supplies	654	1,771	4,200	57.83%	2,429
Professional Services	12,120	44,472	58,100	23.46%	13,628
Contractual Services	110	551	1,300	57.62%	749
Travel & Training	30	5,279	11,100	52.44%	5,821
Insurance	0	9,876	9,600	-2.88%	(276)
Regulatory Requirements	0	680	800	15.01%	120
Utilities	458	2,311	6,600	64.98%	4,289
Repairs & Maintenance	984	2,386	9,400	74.62%	7,014
Other Materials & Services	1,023	4,186	12,400	66.24%	8,214
Total Materials & Services	15,379	71,512	113,500	36.99%	41,988
Capital Outlay	2,106	2,106	2,800	24.78%	694
Total ADMIN/FINANCE EXPENDITURES	40,834	189,199	397,100	52.35%	207,901

City of Dundee

Statement of Revenue & Expenditures
General Fund - 001 Court - 02
From 11/01/2019 Through 11/30/2019

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaininng	Total Budget Variance
EXPENDITURES					
Personnel Services					
Salaries & Wages	853	4,016	10,300	61.01%	6,284
Personnel Benefits	695	3,060	8,800	65.23%	5,740
Total Personnel Services	1,548	7,076	19,100	62.95%	12,024
Materials & Services					
Supplies	0	3	200	98.50%	197
Professional Services	0	1,773	2,300	22.90%	527
Contractual Services	224	1,270	3,300	61.52%	2,030
Travel & Training	485	874	1,100	20.57%	226
Other Materials & Services	0	85	700	87.82%	615
Total Materials & Services	709	4,005	7,600	47.30%	3,595
Capital Outlay	0	0	0		0
Total COURT EXPENDITURES	2,257	11,081	26,700	58.50%	15,619

City of Dundee

Statement of Revenue & Expenditures
General Fund - 001 Community Development - 03
From 11/01/2019 Through 11/30/2019

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaininng	Total Budget Variance
EXPENDITURES					
Personnel Services					
Salaries & Wages	1,008	4,745	12,200	61.11%	7,455
Personnel Benefits	822	4,023	10,400	61.32%	6,377
Total Personnel Services	1,830	8,767	22,600	61.21%	13,833
Materials & Services					
Supplies	0	80	500	84.00%	420
Professional Services	4,619	26,684	61,000	56.26%	34,316
Contractual Services	1,099	14,584	36,000	59.49%	21,416
Travel & Training	582	807	1,400	42.36%	593
Other Materials & Services	10,468	11,657	20,100	42.01%	8,443
Total Materials & Services	16,768	53,812	119,000	54.78%	65,188
Total COMMUNITY DEVELOPMENT EXPENDITURES	18,597	62,579	141,600	55.81%	79,021

City of Dundee

Statement of Revenue & Expenditures
General Fund - 001 Police Dept - 04
From 11/01/2019 Through 11/30/2019

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaininng	Total Budget Variance
EXPENDITURES					
Materials & Services					
Contractual Services	50,880	180,652	519,100	65.20%	338,448
Total Materials & Services	50,880	180,652	519,100	65.20%	338,448
Total POLICE DEPT EXPENDITURES	50,880	180,652	519,100	65.20%	338,448

City of Dundee

Statement of Revenue & Expenditures
General Fund - 001 Fire Dept - 05
From 11/01/2019 Through 11/30/2019

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaininng	Total Budget Variance
EXPENDITURES					
Personnel Services					
Salaries & Wages	17,171	92,894	236,700	60.75%	143,806
Personnel Benefits	10,732	61,608	155,900	60.48%	94,292
Total Personnel Services	27,903	154,502	392,600	60.65%	238,098
Materials & Services					
Supplies	614	3,857	16,000	75.90%	12,143
Professional Services	0	0	800	100.00%	800
Contractual Services	(1,294)	10,952	25,400	56.88%	14,448
Travel & Training	0	196	2,100	90.65%	1,904
Insurance	0	16,723	17,400	3.89%	677
Regulatory Requirements	0	310	7,500	95.87%	7,190
Utilities	1,582	5,527	17,900	69.12%	12,373
Repairs & Maintenance	279	4,408	13,000	66.10%	8,592
Other Materials & Services	12	57	300	80.95%	243
Total Materials & Services	1,193	42,029	100,400	58.14%	58,371
Capital Outlay	0	0	26,000	100.00%	26,000
Total FIRE DEPT EXPENDITURES	29,096	196,531	519,000	62.13%	322,469

City of Dundee

Statement of Revenue & Expenditures
Street Fund - 110
From 11/01/2019 Through 11/30/2019

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaininng	Total Budget Variance
REVENUES					
Taxes	2,478	12,447	29,000	57.08%	16,553
Intergovernmental Revenue	20,403	99,387	240,000	58.59%	140,613
Miscellaneous Revenue	131	571	1,500	61.96%	929
Total REVENUE	23,011	112,404	270,500	58.45%	158,096
EXPENDITURES					
Personnel Services	3,246	19,393	42,400	54.26%	23,007
Material & Services					
Supplies	98	1,957	4,200	53.41%	2,243
Professional Services	0	5,126	9,000	43.05%	3,874
Travel & Training	0	122	500	75.60%	378
Insurance	0	1,895	1,900	0.26%	5
Regulatory Requirements	0	0	100	100.00%	100
Utilities	2,067	10,300	23,800	56.72%	13,500
Repairs & Maintenance	6,177	18,020	115,900	84.45%	97,880
Interfund Services	1,892	17,225	19,600	12.12%	2,375
Other Materials & Services	0	6	200	97.13%	194
Total Materials & Services	10,234	54,651	175,200	68.81%	120,549
Total EXPENDITURES	13,479	74,043	217,600	65.97%	143,557
EXCESS (deficiency) of REVENUE OVER EXPENDITURES	9,532	38,361	52,900	27.48%	14,539
OTHER FINANCING SOURCES (USES)					
Transfers Out	0	0	(83,300)	100.00%	(83,300)
Other Uses	0	0	(5,000)	100.00%	(5,000)
Total OTHER FINANCING SOURCES (USES)	0	0	(88,300)	100.00%	(88,300)
NET CHANGE IN FUND BALANCE	9,532	38,361	(35,400)	208.36%	(73,761)
BEGINNING FUND BALANCE	73,568	44,739	43,500	2.85%	1,239
ENDING FUND BALANCE	83,100	83,100	8,100	925.93%	75,000

City of Dundee

Statement of Revenue & Expenditures
Street CIP Fund - 111
From 11/01/2019 Through 11/30/2019

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaininng	Total Budget Variance
REVENUES					
Franchise Fees	8,131	17,509	43,900	60.12%	26,391
Intergovernmental Revenue	0	0	600,000	100.00%	600,000
Miscellaneous Revenue	144	1,945	57,000	96.59%	55,055
Total REVENUE	8,276	19,454	700,900	97.22%	681,446
EXPENDITURES					
Capital Outlay	16,545	202,735	1,313,000	84.56%	1,110,265
Debt Service	0	20,373	49,600	58.93%	29,227
Total EXPENDITURES	16,545	223,108	1,362,600	83.63%	1,139,492
EXCESS (deficiency) of REVENUE OVER EXPENDITURES	(8,269)	(203,655)	(661,700)	69.22%	(458,045)
OTHER FINANCING SOURCES (USES)					
Debt Proceeds	0	0	456,000	100.00%	456,000
Transfers In	0	0	70,000	100.00%	70,000
Total OTHER FINANCING SOURCES (USES)	0	0	526,000	100.00%	526,000
NET CHANGE IN FUND BALANCE	(8,269)	(203,655)	(135,700)	-50.08%	67,955
BEGINNING FUND BALANCE	99,843	295,229	248,800	18.66%	46,429
ENDING FUND BALANCE	91,574	91,574	113,100	-19.03%	(21,526)

City of Dundee

Statement of Revenue & Expenditures
Street Reserve Fund - 112
From 11/01/2019 Through 11/30/2019

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaininng	Total Budget Variance
REVENUES					
Miscellaneous Revenue	71	419	1,100	61.93%	681
Total REVENUE	71	419	1,100	61.93%	681
EXPENDITURES					
Capital Outlay	0	0	45,800	100.00%	45,800
Total EXPENDITURES	0	0	45,800	100.00%	45,800
EXCESS (deficiency) of REVENUE OVER EXPENDITURES	71	419	(44,700)	100.94%	(45,119)
NET CHANGE IN FUND BALANCE	71	419	(44,700)	100.94%	(45,119)
BEGINNING FUND BALANCE	45,112	44,765	44,700	0.14%	65
ENDING FUND BALANCE	45,183	45,183	0	0.00%	45,183

City of Dundee

Statement of Revenue & Expenditures
State Revenue Sharing Fund - 122
From 11/01/2019 Through 11/30/2019

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaininng	Total Budget Variance
REVENUES					
Intergovernmental Revenue	7,306	14,934	31,000	51.82%	16,066
Miscellaneous Revenue	7	26	200	86.89%	174
Total REVENUE	7,313	14,961	31,200	52.05%	16,239
EXPENDITURES					
Material & Services					
Professional Services	0	737	2,500	70.54%	1,763
Contractual	4,650	5,300	11,800	55.08%	6,500
Total Materials & Services	4,650	6,037	14,300	57.79%	8,263
Capital Outlay	0	6,308	12,700	50.33%	6,392
Total EXPENDITURES	4,650	12,345	27,000	54.28%	14,655
EXCESS (deficiency) of REVENUE OVER EXPENDITURES	2,663	2,616	4,200	37.71%	1,584
OTHER FINANCING SOURCES (USES)					
Transfers Out	0	0	(5,500)	100.00%	(5,500)
Total OTHER FINANCING SOURCES (USES)	0	0	(5,500)	100.00%	(5,500)
NET CHANGE IN FUND BALANCE	2,663	2,616	(1,300)	301.23%	(3,916)
BEGINNING FUND BALANCE	2,004	2,051	1,700	20.66%	351
ENDING FUND BALANCE	4,667	4,667	400	1066.82%	4,267

City of Dundee

Statement of Revenue & Expenditures
Equipment Reserve Fund - 127
From 11/01/2019 Through 11/30/2019

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaininng	Total Budget Variance
REVENUES					
Miscellaneous Revenue	1,311	7,716	37,000	79.15%	29,284
Total REVENUE	1,311	7,716	37,000	79.15%	29,284
EXPENDITURES					
Capital Outlay	0	0	915,000	100.00%	915,000
Debt Service	0	29,314	58,700	50.06%	29,386
Total EXPENDITURES	0	29,314	973,700	96.99%	944,386
EXCESS (deficiency) of REVENUE OVER EXPENDITURES	1,311	(21,598)	(936,700)	97.69%	(915,102)
OTHER FINANCING SOURCES (USES)					
Transfers In	0	0	83,200	100.00%	83,200
Total OTHER FINANCING SOURCES (USES)	0	0	83,200	100.00%	83,200
NET CHANGE IN FUND BALANCE	1,311	(21,598)	(853,500)	97.47%	(831,902)
BEGINNING FUND BALANCE	831,226	854,135	853,500	-0.07%	(635)
ENDING FUND BALANCE	832,537	832,537	0	NA	(832,537)

City of Dundee

Statement of Revenue & Expenditures
Parks Fund - 131
From 11/01/2019 Through 11/30/2019

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaininng	Total Budget Variance
REVENUES					
Intergovernmental Revenue	0	0	32,800	100.00%	32,800
Miscellaneous Revenue	0	44	2,600	98.32%	2,556
Total REVENUE	0	44	35,400	99.88%	35,356
EXPENDITURES					
Materials & Services					
Professional Services	0	383	4,000	90.42%	3,617
Repairs & Maintenance	1,001	1,394	5,200	73.19%	3,806
Total Materials & Services	1,001	1,777	9,200	80.68%	7,423
Capital Outlay	14,750	35,714	37,500	4.76%	1,786
Total EXPENDITURES	15,751	37,491	46,700	19.72%	9,209
EXCESS (deficiency) of REVENUE OVER EXPENDITURES	(15,751)	(37,447)	(11,300)	-231.39%	26,147
OTHER FINANCING SOURCES (USES)					
Transfers In	0	0	5,500	100.00%	5,500
Total OTHER FINANCING SOURCES (USES)	0	0	5,500	100.00%	5,500
NET CHANGE IN FUND BALANCE	(15,751)	(37,447)	(5,800)	-545.65%	31,647
BEGINNING FUND BALANCE	(13,394)	8,302	6,100	-36.10%	-2,202
ENDING FUND BALANCE	(29,145)	(29,145)	300	9815.08%	29,445

City of Dundee

Statement of Revenue & Expenditures
Tourism Fund - 151
From 11/01/2019 Through 11/30/2019

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaininng	Total Budget Variance
REVENUES					
Taxes	4,786	38,962	75,800	48.60%	36,838
Miscellaneous Revenue	225	1,229	13,000	90.55%	11,771
Total REVENUE	5,012	40,191	88,800	54.74%	48,609
EXPENDITURES					
Materials & Services					
Professional Services	0	737	2,500	70.54%	1,763
Contractual Services	140	5,847	112,000	94.78%	106,153
Total Materials & Services	140	6,584	114,500	94.25%	107,916
Capital Outlay	5,944	6,619	80,000	91.73%	73,381
Total EXPENDITURES	6,084	13,203	194,500	93.21%	181,297
EXCESS (deficiency) of REVENUE OVER EXPENDITURES	(1,072)	26,989	(105,700)	125.53%	(132,689)
NET CHANGE IN FUND BALANCE	(1,072)	26,989	(105,700)	125.53%	(132,689)
BEGINNING FUND BALANCE	144,154	116,093	110,900	-4.68%	(5,193)
ENDING FUND BALANCE	143,082	143,082	5,200	-2651.58%	(137,882)

City of Dundee

Statement of Revenue & Expenditures
Fire Station Construction Fund - 201
From 11/01/2019 Through 11/30/2019

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaininng	Total Budget Variance
REVENUES					
Miscellaneous Revenue	93	80,455	81,300	1.04%	845
Total REVENUE	93	80,455	81,300	1.04%	845
EXPENDITURES					
Materials & Services					
Professional Services	13,052	31,221	24,900	-25.39%	(6,321)
Total Materials & Services	13,052	31,221	24,900	-25.39%	(6,321)
Capital Outlay	10,884	50,146	116,600	56.99%	66,454
Total EXPENDITURES	23,936	81,367	141,500	42.50%	60,133
EXCESS (deficiency) of REVENUE OVER EXPENDITURES	(23,843)	(912)	(60,200)	98.48%	(59,288)
NET CHANGE IN FUND BALANCE	(23,843)	(912)	(60,200)	98.48%	(59,288)
BEGINNING FUND BALANCE	83,144	60,214	60,200	-0.02%	(14)
ENDING FUND BALANCE	59,301	59,301	0	0.00%	(59,301)

City of Dundee

Statement of Revenue & Expenditures
Bonded Debt - 310
From 11/01/2019 Through 11/30/2019

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaininng	Total Budget Variance
REVENUES					
Taxes	101,971	105,202	148,000	28.92%	42,798
Miscellaneous Revenue	194	348	1,000	65.20%	652
Total REVENUE	102,166	105,550	149,000	29.16%	43,450
EXPENDITURES					
Debt Service	0	0	150,200	100.00%	150,200
Total EXPENDITURES	0	0	150,200	100.00%	150,200
EXCESS (deficiency) of REVENUE OVER EXPENDITURES	102,166	105,550	(1,200)	8895.83%	(106,750)
NET CHANGE IN FUND BALANCE	102,166	105,550	(1,200)	8895.83%	(106,750)
BEGINNING FUND BALANCE	21,194	17,810	17,600	-1.19%	(210)
ENDING FUND BALANCE	123,360	123,360	16,400	-652.19%	(106,960)

City of Dundee

Statement of Revenue & Expenditures
Water Fund - 431
From 11/01/2019 Through 11/30/2019

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaininng	Total Budget Variance
REVENUES					
Charges for Services	44,010	336,462	617,400	45.50%	280,938
Miscellaneous Revenue	316	1,322	3,400	61.13%	2,078
Total REVENUE	44,325	337,784	620,800	45.59%	283,016
EXPENDITURES					
Personnel Services	18,646	87,001	217,400	59.98%	130,399
Materials & Services					
Supplies	1,467	7,067	12,500	43.46%	5,433
Professional Services	5,855	10,496	8,600	-22.05%	(1,896)
Contractual Services	68	2,110	10,000	78.90%	7,890
Travel & Training	0	505	2,300	78.05%	1,795
Insurance	0	6,502	5,700	-14.06%	(802)
Regulatory Requirements	127	918	15,500	94.08%	14,582
Utilities	3,262	25,896	46,100	43.83%	20,204
Repairs & Maintenance	1,374	10,636	40,800	73.93%	30,164
Interfund Services	7,767	31,067	94,000	66.95%	62,933
Other Materials & Services	788	2,934	9,700	69.75%	6,766
Total Materials & Services	20,708	98,131	245,200	59.98%	147,069
Capital Outlay	3,600	10,783	36,000	0.00%	25,217
Total EXPENDITURES	42,954	195,915	498,600	60.71%	302,685
EXCESS (deficiency) of REVENUE OVER EXPENDITURES	1,371	141,868	122,200	-16.10%	(19,668)
OTHER FINANCING SOURCES (USES)					
Transfers Out	0	(13,832)	(155,000)	91.08%	(141,168)
Other Uses	0	0	(20,000)	100.00%	(20,000)
Total OTHER FINANCING SOURCES (USES)	0	(13,832)	(175,000)	92.10%	(161,168)
NET CHANGE IN FUND BALANCE	1,371	128,037	(52,800)	342.49%	(180,837)
BEGINNING FUND BALANCE	186,603	59,937	56,500	6.08%	3,437
ENDING FUND BALANCE	187,974	187,974	3,700	4980.38%	184,274

City of Dundee

Statement of Revenue & Expenditures
Water CIP Fund - 432
From 11/01/2019 Through 11/30/2019

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaininng	Total Budget Variance
REVENUES					
Charges for Services	0	19,518	39,200	50.21%	19,682
Miscellaneous Revenue	711	4,322	6,000	27.96%	1,678
Total REVENUE	711	23,840	45,200	47.26%	21,360
EXPENDITURES					
Capital Outlay	0	4,613	265,000	98.26%	260,387
Debt Service	58,602	58,602	117,300	50.04%	58,698
Total EXPENDITURES	58,602	63,215	382,300	83.46%	319,085
EXCESS (deficiency) of REVENUE OVER EXPENDITURES	(57,890)	(39,374)	(337,100)	88.32%	-297,726
OTHER FINANCING SOURCES (USES)					
Transfers In	0	0	80,000	100.00%	80,000
Total OTHER FINANCING SOURCES (USES)	0	0	80,000	100.00%	80,000
NET CHANGE IN FUND BALANCE	(57,890)	(39,374)	(257,100)	84.69%	-217,726
BEGINNING FUND BALANCE	344,761	326,245	270,600	-20.56%	-55,645
ENDING FUND BALANCE	286,871	286,871	13,500	-2024.97%	-273,371

City of Dundee

Statement of Revenue & Expenditures
Sewer Fund - 441
From 11/01/2019 Through 11/30/2019

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaininng	Total Budget Variance
REVENUES					
Charges for Services	104,090	551,107	1,331,400	58.61%	780,293
Miscellaneous Revenue	415	1,961	4,500	56.42%	2,539
Total REVENUE	104,505	553,068	1,335,900	58.60%	782,832
EXPENDITURES					
Personnel Services	16,831	80,152	200,200	59.96%	120,048
Materials & Services					
Supplies	2,339	6,903	21,500	67.89%	14,597
Professional Services	1,764	7,051	40,700	82.68%	33,649
Contractual Services	0	291	700	58.44%	409
Travel & Training	254	978	2,300	57.49%	1,322
Insurance	0	15,332	16,700	8.19%	1,368
Regulatory Requirements	23	3,468	5,600	38.08%	2,132
Utilities	7,787	25,102	85,100	70.50%	59,998
Repairs & Maintenance	5,654	28,231	221,300	87.24%	193,069
Interfund Services	6,883	34,417	86,400	60.17%	51,983
Other Materials & Services	788	2,937	9,500	69.09%	6,563
Total Materials & Services	25,492	124,709	489,800	74.54%	365,091
Total EXPENDITURES	42,323	204,861	690,000	70.31%	485,139
EXCESS (deficiency) of REVENUE OVER EXPENDITURES	62,182	348,207	645,900	46.09%	297,693
OTHER FINANCING SOURCES (USES)					
Transfers Out	(55,500)	(243,892)	(745,600)	67.29%	(501,708)
Other Uses	0	0	(20,000)	100.00%	(20,000)
Total OTHER FINANCING SOURCES (USES)	(55,500)	(243,892)	(765,600)	68.14%	(521,708)
NET CHANGE IN FUND BALANCE	6,682	104,315	(119,700)	187.15%	(224,015)
BEGINNING FUND BALANCE	255,185	157,552	143,300	9.95%	14,252
ENDING FUND BALANCE	261,867	261,867	23,600	1009.61%	238,267

City of Dundee

Statement of Revenue & Expenditures
Sewer CIP Fund - 442
From 11/01/2019 Through 11/30/2019

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaininng	Total Budget Variance
REVENUES					
Charges for Services	0	24,508	37,200	34.12%	12,692
Miscellaneous Revenue	636	5,258	22,200	76.32%	16,942
Total REVENUE	636	29,766	59,400	49.89%	29,634
EXPENDITURES					
Capital Outlay	0	0	0	NA	0
Debt Service	325,998	362,128	689,200	47.46%	327,072
Total EXPENDITURES	325,998	362,128	689,200	47.46%	327,072
EXCESS (deficiency) of REVENUE OVER EXPENDITURES	(325,363)	(332,362)	(629,800)	47.23%	(297,438)
OTHER FINANCING SOURCES (USES)					
Transfers In	55,500	222,000	666,000	66.67%	444,000
Total OTHER FINANCING SOURCES (USES)	55,500	222,000	666,000	66.67%	444,000
NET CHANGE IN FUND BALANCE	(269,863)	(110,362)	36,200	404.87%	146,562
BEGINNING FUND BALANCE	673,592	514,092	497,100	-3.42%	(16,992)
ENDING FUND BALANCE	403,729	403,729	533,300	24.30%	129,571

City of Dundee

Statement of Revenue & Expenditures
Storm Water Fund - 451
From 11/01/2019 Through 11/30/2019

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaininng	Total Budget Variance
REVENUES					
Charges for Services	8,430	44,993	109,800	59.02%	64,807
Miscellaneous Revenue	56	222	1,000	77.84%	778
Total REVENUE	8,486	45,214	110,800	59.19%	65,586
EXPENDITURES					
Personnel Services	2,380	11,917	28,300	57.89%	16,383
Materials & Services					
Supplies	49	1,082	2,300	52.94%	1,218
Professional Services	465	2,069	5,600	63.05%	3,531
Travel & Training	0	61	200	69.50%	139
Insurance	0	209	200	-4.26%	(9)
Regulatory Requirements	0	0	100	100.00%	100
Utilities	57	370	1,100	66.33%	730
Repairs & Maintenance	626	985	2,700	63.52%	1,715
Interfund Services	1,133	5,667	12,100	53.17%	6,433
Other Materials & Services	0	3	300	98.92%	297
Total Materials & Services	2,331	10,446	24,600	57.54%	14,154
Total EXPENDITURES	4,710	22,363	52,900	57.73%	30,537
EXCESS (deficiency) of REVENUE OVER EXPENDITURES	3,775	22,851	57,900	60.53%	35,049
OTHER FINANCING SOURCES (USES)					
Transfers Out	0	0	(63,900)	100.00%	(63,900)
Other Uses	0	0	(5,000)	100.00%	(5,000)
Total OTHER FINANCING SOURCES (USES)	0	0	(68,900)	100.00%	(68,900)
NET CHANGE IN FUND BALANCE	3,775	22,851	(11,000)	307.73%	(33,851)
BEGINNING FUND BALANCE	31,714	12,638	12,100	4.45%	538
ENDING FUND BALANCE	35,489	35,489	1,100	3126.26%	34,389

City of Dundee

Statement of Revenue & Expenditures
Storm Water CIP Fund - 452
From 11/01/2019 Through 11/30/2019

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaininng	Total Budget Variance
REVENUES					
Charges for Services	0	9,744	15,000	35.04%	5,256
Miscellaneous Revenue	107	772	1,300	40.62%	528
Total REVENUE	107	10,516	16,300	35.48%	5,784
EXPENDITURES					
Capital Outlay	1,190	18,603	111,000	83.24%	92,397
Debt Service	11,799	11,799	23,700	50.22%	11,901
Total EXPENDITURES	12,989	30,402	134,700	77.43%	104,298
EXCESS (deficiency) of REVENUE OVER EXPENDITUR	(12,882)	(19,886)	(118,400)	83.20%	-98,514
OTHER FINANCING SOURCES (USES)					
Transfers In	0	0	52,000	100.00%	52,000
Total OTHER FINANCING SOURCES (USES)	0	0	52,000	0.00%	52,000
NET CHANGE IN FUND BALANCE	(12,882)	(19,886)	(66,400)	0.00%	-46,514
BEGINNING FUND BALANCE	80,908	87,912	71,400	0.00%	-16,512
ENDING FUND BALANCE	68,026	68,026	5,000	0.00%	-63,026

AGENDA REPORT

To: Mayor Russ and City Council

From: Rob Daykin, City Administrator

Date: January 2, 2020

Re: Planning Commission Appointment

The terms of four members of the Planning Commission expired on December 31, 2019. All four, Eugene Gilden, Rebecca Minifie, Maria Hinoveanu, and Dustin Swenson submitted applications for an additional term. We also received applications from David Hinson and Doug Pugsley. The applicants were advised the Council will be making appointments at the January 7 meeting and the Council may wish to interview the applicants.

Section 2.16.020 of the Dundee Municipal Code provides for membership qualifications to the Planning Commission. Residency of at least one year is required, except one member may be a non-resident provided the member owns real property in the City at least one year prior to the appointment. No more than two members shall be engaged in the same kind of occupation, business, trade or profession.

The table below shows the occupation/terms of the remaining Planning Commission members:

Name	Residence	Occupation	Term Ending December 31
Shannon Howland	211 SW 9th Street	Financial Analyst	2021
Charlotte Ormonde	633 SE Boysen Lane	Retired	2021
Edward Carlisle	760 SW Alder Street	Engineer/Business Owner	2021
Vacant			2023
Vacant			2023
Vacant			2023
Vacant			2023

Recommendation: Motion to appoint _____, _____, _____, and _____ to the Dundee Planning Commission.

RECEIVED
DEC 31 2019
CITY OF DUNDEE

CITY of DUNDEE Oregon

PLANNING COMMISSION APPLICATION INFORMATION

Those wishing to serve on the planning commission are asked to complete and return the form below. Resumes are preferred, but not required. Application should be marked Planning Commission Application and sent to:

Rob Daykin, City Administrator
City of Dundee
PO Box 220
Dundee, Oregon 97115

Name Rebecca Minifie Telephone Number 503-758-8474

Address 809 SE Elm St. Dundee

E-Mail rebeccaminifie@gmail.com

Year(s) of Residence 5 Job/Occupation massage therapist

Educational Background BA in Anthropology & Studio Art
post-graduate training in herbal medicine & massage therapy

State briefly your reasons for applying see attached

Dated this 31 day of December, 2019.

Signature Rebecca J Minifie

Office Use Only:
Date of Appointment _____ Term Expires _____

Signed _____, Mayor of Dundee

Dated this _____ day of _____, 20_____.

Planning Commission Application
Rebecca Minifie
12/31/19

Reasons for re-applying:

As a resident of Dundee, I care deeply about this city and the direction it is going. Since I chose to move my family here from Carlton 5 years ago, our quality of life has changed and decreased. Our beautiful access to the river has closed. The opening of the bypass, while successful, has resulted in traffic noise now permeating our lives. Most concerning is the potential change to our neighborhood by out of state buyers who want to turn residential houses into vacation rentals. As housing values increase and Dundee becomes a more and more desirable place to live, we must ensure that our neighborhoods stay livable to the homeowners that already work, raise families, and are invested here. Development has the potential to dramatically change the tone and livability of a city. I want to continue to be directly involved in the process of planning and protecting Dundee.

As Planning Commissioner, I would continue to work hard to make sure potential developments met necessary criteria, that both proponents and opponents were listened to and their concerns heard. For the last year and a half, I have put in the time necessary to be an informed commissioner. I went through the training process provided by the city and have spent many hours reading materials before each meeting. I enjoy working with my fellow commissioners and also enjoy volunteering for the city.

It is important to have representatives on the Commission from both the Hill and Riverside areas of Dundee, especially with the Riverside development occurring in the near future. As a resident of the Riverside area, I intend to be a fair representative of the place I love to live.

Rebecca Todd Minifie, LMT

809 SE Elm St
Dundee, OR 97115
503-758-8474
rebeccaminifie@gmail.com

EDUCATION

Oregon School of Massage — **Portland, OR**
Graduated June 2017

- Completed 640 hour Swedish massage program
- Passed state licensing exam in June 2017
- Engaged in course work including kinesiology, pathology, and postural assessment
- Received additional Craniosacral therapy training from Carol Gray, LMT

Birthingway College of Midwifery — **Portland, OR**
2004-2007

- Trained and experienced as a labor doula (childbirth support)
- Received training in childbirth education and childbearing physiology
- Designed, Installed, and maintained an organic herbal learning garden

Columbines School of Botanical Studies — **Eugene, OR**
2001-2003

- Apprenticed for 2 years and 400 hours with herbalist Howie Brounstein
- Learned botanical plant identification, wild-crafting, and forest ecology
- Classroom work included assessment skills and clinical studies

Wake Forest University — **Winston-Salem, NC**
Graduated August 1998

- Bachelor of Arts in Anthropology and Studio Art
- Received Honors in Art

EXPERIENCE

Body Wisdom Massage Therapy — **Newberg, OR**
June 2017-present
Owner and Massage Therapist

- Give therapeutic and relaxation bodywork to several clients per week
- Specialize in Craniosacral and helping clients with complex medical histories

Angelica Herbs — **Dundee, OR**
2006-Present
Owner, Soap Maker, and Herbalist

- Crafter of popular in-house olive oil soaps for Red Ridge Farms for 9 years
- Formulate and mix 10 different medicinal teas for Peoples Co-op in Portland
- Teach classes on making herbal cosmetics and herbal medicine
- Provide clients with herbal consultations

Winter Green Farm — **Noti, OR**
2001-2004
Community Farm Office Coordinator

- Organized organic produce delivery (CSA) for over 350 people in 11 locations
- Was customer service representative for the farm; answered all calls and emails
- Published a weekly newsletter and managed marketing campaigns
- Maintained customer database and updated billing methods

SKILLS AND INTERESTS

- Maintain a healthy lifestyle through meditation, yoga, walking, and clean eating
- Able to have healthy communication with people from many different backgrounds
- Volunteered for 3 years as a local Le Leche League Leader (breastfeeding support)
- Currently volunteer each week as an Art Literacy and School Garden Volunteer at Edwards Elementary
- Love to garden, bird watch, kayak, and hike with my husband and young children

RECEIVED
DEC 13 2019
CITY OF DUNDEE

CITY of DUNDEE Oregon

PLANNING COMMISSION APPLICATION INFORMATION

Those wishing to serve on the planning commission are asked to complete and return the form below. Resumes are preferred, but not required. Application should be marked "Planning Commission Application" and sent to:

Rob Daykin, City Administrator
City of Dundee
PO Box 220
Dundee, Oregon 97115

503-538-6603

Name Maria Gabriela Hinoveanu Telephone Number (503-791-9822) cell

Address 142 S.O. Hawthorne Ct, Dundee OR 97115

E-Mail MG_Hinoveanu@yahoo.com.

Year(s) of Residence 20 Job/Occupation Technical Writer

Educational Background MBA - Finance

State briefly your reasons for applying

I strongly believe that every individual should participate in government in any way possible. Additionally, I love the town of Dundee and feel it is my responsibility to help the citizens + government succeed.

Dated this 11th day of December, 20 19.

Signature

Office Use Only:
Date of Appointment _____ Term Expires _____

Signed _____, Mayor of Dundee

Dated this _____ day of _____, 20_____.

Planning Commission Interview Questions

1. Why are you interested in becoming a planning commissioner for the City of Dundee and what personal qualifications and/or skills do you have that will be of value to the City should you serve as a planning commissioner?

   Previous experience in planning commission. Planning is critical in growth.

2. Assuming a controversial land use issue is before the commission. How would you reconcile your personal opinions and emotions should they be in conflict with the policies and regulations established by the Dundee Comprehensive Plan, Dundee Development Ordinance and the Dundee Public Works Design Standards? Are you comfortable making decisions that may be deemed unfavorable by some, perhaps even at odds with your own preferences?

   Policies + Regulations are the rules that the commission must follow to reconcile issues. I have no problems with following the rules that are established.

3. Some issues that the commission hears may be controversial and draw large audiences. At public hearings, planning commissioners must discuss openly among themselves any given matter before a decision is made, and they must do so before sometimes large and sometimes unfriendly audiences. Do you think you work well in group situations under such circumstances? In previous sessions I have already participated in discussions in this situation, I feel that I was successful in bringing ideas + decisions to the table + making decisions.

4. This position requires that you listen to the public and your fellow commissioners. Do you consider yourself a good listener? How would you describe your personal level of tolerance for view with which you might disagree?

   I encourage conversations especially with those that I may not agree with. We all have different experiences and if we listen to eachother may learn new things and grow in different directions.

5. What is your vision of Dundee in the next ten years? What are the most important concerns or issues that the City will have to face in this time period?

   I think growth and sustainability are critical points for Dundee. Additionally, water and in general infrastructure will be important in the next 10 years.

CITY of DUNDEE Oregon

PLANNING COMMISSION APPLICATION INFORMATION

Those wishing to serve on the planning commission are asked to complete and return the form below. Resumes are preferred, but not required. Application should be marked ☐Planning Commission Application☐and sent to:

Rob Daykin, City Administrator
City of Dundee
PO Box 220
Dundee, Oregon 97115

RECEIVED
NOV 06 2019
CITY OF DUNDEE

Name Eugene Gilden Telephone Number 503 939 8568

Address 225 NW LAUREL

E-Mail eugene.gilden@gmail.com

Year(s) of Residence 36 Job/Occupation Retired

Educational Background A.B. - UCLA, MA - Cal. State U. Los Angeles, Ph.D. University of Houston

State briefly your reasons for applying

SEE ATTACHED

Dated this 4 day of NOV, 2019.

Signature E. R. [illegible]

Office Use Only:
Date of Appointment _____ Term Expires _____

Signed _____, Mayor of Dundee

Dated this _____ day of _____, 20_____.

Responses Attached

Planning Commission Interview Questions

1. Why are you interested in becoming a planning commissioner for the City of Dundee and what personal qualifications and/or skills do you have that will be of value to the City should you serve as a planning commissioner?

2. Assuming a controversial land use issue is before the commission. How would you reconcile your personal opinions and emotions should they be in conflict with the policies and regulations established by the Dundee Comprehensive Plan, Dundee Development Ordinance and the Dundee Public Works Design Standards? Are you comfortable making decisions that may be deemed unfavorable by some, perhaps even at odds with your own preferences?

3. Some issues that the commission hears may be controversial and draw large audiences. At public hearings, planning commissioners must discuss openly among themselves any given matter before a decision is made, and they must do so before sometimes large and sometimes unfriendly audiences. Do you think you work well in group situations under such circumstances?

4. This position requires that you listen to the public and your fellow commissioners. Do you consider yourself a good listener? How would you describe your personal level of tolerance for view with which you might disagree?

5. What is your vision of Dundee in the next ten years? What are the most important concerns or issues that the City will have to face in this time period?

Brief reasons for applying

Among the reasons I am applying for appointment to the City of Dundee Planning Commission are that participation on the Commission provides an opportunity to participate in the city's future in a constructive and meaningful way, and that it is an opportunity to serve the city at an important time in its history. Having lived here longer than I have lived anywhere else, I place a high value on the rational and organized development of the city.

Q.1

Much of the answer to this question is found in my reasons for applying . In terms of skills and personal qualifications probably my most important are the experience and historical perspective gained on multiple previous stints on the Planning Commission. Also, in my most recent service we have been dealing with zoning for the Riverside District and I believe it important that there be some continuity on the commission as that area comes into development.

Q.2

I perceive the Planning Commission's charge as a responsibility to adhere to the guidelines approved by the city council in the development code. Although some members of the public may occasionally vigorously disagree with either the letter or interpretation of city codes, it is the Planning Commission's job to make decisions based on the code, not on specific personalities or loud voices. Thus, I am comfortable making a decision that may not be popular with some segment of the public.

Q.3

During past participations on Planning Commission and in my working life I have often had to deal with issues that were contentious, and controversial. I have no problem adhering to the Planning Commission's role and saying and voting what I think is right under such circumstances.

Q.4

I consider myself to be a good listener. I have high tolerance for divergent views. I understand that especially when it comes to issues that people perceive as impacting the quality of their lives they may view things through a more emotional lens than they otherwise would. It is important to not be drawn into the emotion of the moment.

Q.5

My vision of Dundee in the next 10 years is similar to the Dundee of the present. There will of course be many more people as the Riverside District is developed. The scale of concerns for the city may change, but I am not sure that the nature of those concerns will change with that scale. The city will be faced with the constant challenge of balancing livability of its citizens with the inevitable demands of development and providing city services to businesses and homes. Some of those demands are predictable while others are likely not. For example, the city will undoubtedly need to deal with traffic, water and sewer issues, and pedestrian safety. Technological changes or unexpected events may demand consideration of issues that we have not had to deal with in the past.

CITY of DUNDEE Oregon

PLANNING COMMISSION APPLICATION INFORMATION

Those wishing to serve on the planning commission are asked to complete and return the form below. Resumes are preferred, but not required. Application should be marked "Planning Commission Application" and sent to:

Rob Daykin, City Administrator
City of Dundee
PO Box 220
Dundee, Oregon 97115

RECEIVED
JAN 02 2020
CITY OF DUNDEE

Name Dustin Swenson Telephone Number 303-250-8853

Address 226 SW Walnut Ave

E-Mail Dustin.Swenson@gmail.com

Year(s) of Residence 5 Job/Occupation Wing Sales

Educational Background BS

State briefly your reasons for applying Because I would like to continue on the commission

Dated this 7 day of January, 2020.

Signature

Office Use Only:
Date of Appointment _____ Term Expires _____

Signed _____, Mayor of Dundee

Dated this _____ day of _____, 20_____.

Planning Commission Interview Questions

1. Why are you interested in becoming a planning commissioner for the City of Dundee and what personal qualifications and/or skills do you have that will be of value to the City should you serve as a planning commissioner?

   I would like to continue my past as commissioner.

2. Assuming a controversial land use issue is before the commission. How would you reconcile your personal opinions and emotions should they be in conflict with the policies and regulations established by the Dundee Comprehensive Plan, Dundee Development Ordinance and the Dundee Public Works Design Standards? Are you comfortable making decisions that may be deemed unfavorable by some, perhaps even at odds with your own preferences?

   make decisions that represent the town and my personal business.

   Yes.

3. Some issues that the commission hears may be controversial and draw large audiences. At public hearings, planning commissioners must discuss openly among themselves any given matter before a decision is made, and they must do so before sometimes large and sometimes unfriendly audiences. Do you think you work well in group situations under such circumstances? Yes

4. This position requires that you listen to the public and your fellow commissioners. Do you consider yourself a good listener? How would you describe your personal level of tolerance for view with which you might disagree?

   Yes. I love working in a team environment

5. What is your vision of Dundee in the next ten years? What are the most important concerns or issues that the City will have to face in this time period?

   Growth and cleanliness

CITY of DUNDEE Oregon

PLANNING COMMISSION APPLICATION INFORMATION

RECEIVED NOV 01 2019 CITY OF DUNDEE

Those wishing to serve on the planning commission are asked to complete and return the form below. Resumes are preferred, but not required. Application should be marked "Planning Commission Application" and sent to:

Rob Daykin, City Administrator
City of Dundee
PO Box 220
Dundee, Oregon 97115

Name David Hinson Telephone Number 503-706-4158

Address 226 NW CARMEL CIRCLE

E-Mail David.Beth.Hinson@gmail.com

Year(s) of Residence 13 Job/Occupation IT

Educational Background MSEE

State briefly your reasons for applying

To contribute my vision to Dundee's growth.

Dated this 30 day of Oct, 2019.

Signature David Hinson

Office Use Only:
Date of Appointment _____ Term Expires _____

Signed _____, Mayor of Dundee

Dated this _____ day of _____, 20_____.

Planning Commission Interview Questions

1. Why are you interested in becoming a planning commissioner for the City of Dundee and what personal qualifications and/or skills do you have that will be of value to the City should you serve as a planning commissioner?

   I have served on both the Budget committee And Planning Commission in the past.

2. Assuming a controversial land use issue is before the commission. How would you reconcile your personal opinions and emotions should they be in conflict with the policies and regulations established by the Dundee Comprehensive Plan, Dundee Development Ordinance and the Dundee Public Works Design Standards? Are you comfortable making decisions that may be deemed unfavorable by some, perhaps even at odds with your own preferences?

   In the past I worked hard to make sure Dundee's various ordinances were well Aligned, Even if I did not Agree with All of them. Yes

3. Some issues that the commission hears may be controversial and draw large audiences. At public hearings, planning commissioners must discuss openly among themselves any given matter before a decision is made, and they must do so before sometimes large and sometimes unfriendly audiences. Do you think you work well in group situations under such circumstances?

   Yes. My past Planning Commission experience demonstrates my Ability to work with the public And other committee members That do not share my views

4. This position requires that you listen to the public and your fellow commissioners. Do you consider yourself a good listener? How would you describe your personal level of tolerance for view with which you might disagree?

   Yes. Listening to others who do not share your views is how you learn. A variety of opinions makes for A Better Society.

5. What is your vision of Dundee in the next ten years? What are the most important concerns or issues that the City will have to face in this time period?

   1) Riverside Development
   2) School Replacement
   3) Hwy 99 Improvements
   4) Short Term Rental Regulation Changes

CITY of DUNDEE Oregon

PLANNING COMMISSION APPLICATION INFORMATION

Those wishing to serve on the planning commission are asked to complete and return the form below. Resumes are preferred, but not required. Application should be marked "Planning Commission Application" and sent to:

Rob Daykin, City Administrator
City of Dundee
PO Box 220
Dundee, Oregon 97115

RECEIVED
DEC 30 2019
CITY OF DUNDEE

Name Douglas Pugsley Telephone Number 503-201-2852

Address 109 SW Dogwood Dr.

E-Mail dougpugsley@yahoo.com

Year(s) of Residence 15-years Job/Occupation Team Coach, AMEX GBT

Educational Background MS Applied Information Management (UO), BA English Literature (Willamette University)

State briefly your reasons for applying The best communities are those that incorporate rigorous planning into their development. Dundee has a done a great job of this with a history of hands-on, high-level commitment from the City Council and dedicated resident Planning Commissioners. I would be proud to be part of this important process as a Planning Commission member. As a past Dundee City Councilor, I found planning to be both one of my favorite and most challenging issues faced. My experience as a Councilor will help me be an effective Commission member quickly. While each issue before the Commission has its unique and important features, my experience with the Oregon laws, Dundee vision and codes, and Commission process will allow me to dive into the work with energy and focus. I really love Dundee's history, our present development successes, and our vibrant future possibilities.

Dated this 30th day of December, 2019.

Signature

Office Use Only:
Date of Appointment _____ Term Expires _____

Signed _____, Mayor of Dundee

Dated this _____ day of _____, 20_____.

Planning Commission Interview Questions

1. Why are you interested in becoming a planning commissioner for the City of Dundee and what personal qualifications and/or skills do you have that will be of value to the City should you serve as a planning commissioner?
   See "Reasons for applying" above. In Short, I'm a real believer in the goals and processes of community development planning. I'm a resident of Dundee for over 15-years with a history of community involvement. I work in a customer-service environment which provides me practiced communication and collaboration skills. I also have planning experience from time on City Council.

2. Assuming a controversial land use issue is before the commission. How would you reconcile your personal opinions and emotions should they be in conflict with the policies and regulations established by the Dundee Comprehensive Plan, Dundee Development Ordinance and the Dundee Public Works Design Standards? Are you comfortable making decisions that may be deemed unfavorable by some, perhaps even at odds with your own preferences?
   I act professionally, focusing on the facts of each case. I understand and am empathetic to emotions which can enter the process. I have training and experience avoiding triggers and re-focusing discussions to evidence, laws, and professional advice. I never disregard emotions in a debate but keep attention on reason.

3. Some issues that the commission hears may be controversial and draw large audiences. At public hearings, planning commissioners must discuss openly among themselves any given matter before a decision is made, and they must do so before sometimes large and sometimes unfriendly audiences. Do you think you work well in group situations under such circumstances?
   Yes. I have experience with this in both my job and as a member of community boards and city councils.

4. This position requires that you listen to the public and your fellow commissioners. Do you consider yourself a good listener? How would you describe your personal level of tolerance for view with which you might disagree?
   I'm a good listener and employ empathy as part of my communication process. As a front-line manager for a large global company, I have training and practice at supporting policies which I may have some disagreement with.

5. What is your vision of Dundee in the next ten years? What are the most important concerns or issues that the City will have to face in this time period?
   Vision: An even more vibrant downtown core with healthy & diverse neighborhoods.
   Concerns:
   --storm water in existing and new developments
   --affordable, working-wage housing
   --access to safe streets, parks, and trails in all areas of Dundee

AGENDA REPORT

To: Mayor Russ and City Council

From: Rob Daykin, City Administrator

Date: January 2, 2020

Re: 2020 Council Goals Process

The Mid-Willamette Valley Council of Governments Board approved the program proposed by Executive Director O'Day for goal setting facilitation services. Contracts will be available on a fixed fee basis as follows:

Evening/Half Day (4 hours)	$1,500
One Day (8 hours)	$3,000
Evening Plus Full Day (10-12 hours)	$3,500

However, the time commitment may be the more challenging issue. I discussed our situation with Sean O'Day and he recommended a full day. I also reviewed with one of the consultants, Sue Diciple. Sue stated she would conduct a pre-interview process with the councilors to get a better sense of how much time may be needed. She also offered the possibility of two separate half days if that is the preference of Council. Attached is Sue's approach to the goal-setting process. Staff will be looking for direction from Council whether they still wish to pursue the facilitated consultant approach offered by the COG, and preferences regarding the time commitment.

Sue Diciple Group
2000 NE 42nd Avenue PO Box 236
Portland, Oregon 97213
503-287-9345
sue@suediciplegroup.com

Services Outline

DT: January 2, 2020

TO: Rob Daykin, City Administrator

Sent via email to Rob.Daykin@dundeecity.org

FR: Sue Diciple

RE: Council Retreat Facilitation via the COG Contract

Rob, thank you for contacting me today and taking the time to discuss the City's upcoming Council Goal-Setting. The following outlines my understanding of the context and expectations for the facilitated session, a description of the scope of work, a fee proposal, and information about my practice and experience.

BACKGROUND

Based on our discussion today I understand that it is the Council's practice to dedicate an evening on their regular meeting schedule to strategic planning/goal-setting but has received advice that a longer session, perhaps a full day or two half-days would provide Council members will more time to explore and prioritize among issues.

As we discussed, I feel that we can be flexible under the COG contract and use the pre-session process I use, outlined briefly below, to determine which of the COG formats (half-day, full day or day-and-a-half) best fits Council's needs. The pre-session process is something that I will provide for my planning clients under the COG contract regardless of the format they choose.

MY APPROACH TO FACILITATION OF A GOAL-SETTING SESSION

Phase One: Session Prework

It is my practice to begin any strategic planning/goal-setting process by conducting pre-session interviews with participants – in the case of City of Dundee this would include Council members and City Administrator. The interviews enable me to surface key issues in advance, craft a pertinent and efficient agenda, and gain an understanding of expectations for session process, protocols and outcome. Once the interviews are conducted I tabulate responses and produce a summary highlighting key issues, overarching themes, and areas of concurrence and controversy. This summary provides a good basis for establishing the design and specific agenda for the session and serves to accelerate discussion at the session. *(Please note that the summary provides an aggregate summary only– all individual interviews are kept strictly confidential.)*

During this phase I will also review other information, such as notes from past Goal-Setting sessions and any reports/analysis on topics pertinent to the City's current-year Goal-Setting.

Phase Two: Retreat Facilitation

I will a) assemble a pre-session packet that includes the session agenda, summary report on key topics surfaced in the pre-session interviews, and any other pertinent data for Council pre-session review; b) facilitate the session, with a focus on assisting Council to identify a finite set of "desirable but doable" goals, and specific milestones toward the goals within a one-to-two year framework and c) capture goals, milestones, and key points from the session discussions on whiteboard.

SCOPE OF WORK AND FEES

The work as carried out will conform to the scope outlined above, and the fee schedule outlined in the Mid-Valley COG contract for planning facilitation services.

Thank you for your interest, and for requesting this information about how I would propose to work with you and Council under the COG contract. The following pages include information about my practice and relevant experience.

Please do not hesitate to contact me with any additional questions.

Sue Diciple Group

SERVICES AND MISSION

Sue Diciple Group is a professional firm that provides planning, board and organization development, public involvement, and issue resolution services. For over 30 years we have assisted clients to establish vibrant and effective organizations and sound collaborative decision-making. Our professional mission is to facilitate positive change in organizations and communities.

We provide an integrated offering of client-specific professional services in the areas of:

- Strategic, and Operational Planning
- Board Development
- Issue Resolution
- Organization Development
- Team-Building
- Public Involvement
- Needs Assessment
- Facilitation
- Workshops on Team-Building, Facilitation, Communication, Collaborative Decision-Making, and Process Analysis

We provide comprehensive management and facilitation of complex planning, organization development, and issue resolution projects in the private, public, and non-profit sectors. The benefits we contribute include:

- Extensive ***process design experience***, from project start-up through implementation and final documentation.
- State-of-the-art ***group facilitation skills***.
- ***An ethical framework that fosters trust and collaboration among diverse parties.***
- ***Experienced project support associates*** that can offer full-service professional and administrative support to large-scale planning and organization development projects.

WORKSHOPS

High-Stakes Facilitation: An advanced skill-set training for facilitators who work in high stakes and high conflicts arenas.

Design and Facilitation of Collaborative Process: A workshop exploring the Discovery, Design, Delivery and Documentation phases of facilitation, with a focus on 12 key indicators of good collaborative process.

Collaboration & Closure - ***Group Decision-Making in Record Time:*** A program of practical skills, practices and protocols to enable teams, boards, and task groups to conduct fair, timely, effective, and collaborative resolution and decision-making.

Characteristics of Effective Boards of Directors: A program and survey that enables members to assess board practices and evaluate effectiveness based on 10 key dimensions.

Leadership and Communication Styles Workshops using the Kiersey Bates and Situational Leadership models.

High Performance Team Assessment and Skill-Building: An assessment model that enables teams to evaluate their own performance based on ten key indicators, and develop tools and agreements for taking the team to the next performance level.

Customer Service in the Public Sphere: An interactive practicum for agency staff whose citizen-facing jobs require positive interaction, engagement and problem-solving within the boundaries of laws, regulations and mandates. The workshop applies techniques from conflict resolution and retail disciplines with the objective of creating citizen satisfaction with the process and interaction even if their desired outcome could not be achieved. The practicum is rich in tools and scripts for communicating, facilitating and meeting service expectations.

The Work Re-Design Challenge: The Challenge uses the LEAN model of process analysis and improvement to provide workgroups of any size – teams, departments, companies – with a unique scenario and framework in which to re-think assumptions about existing business processes and quickly design new options that support business and customer needs.

Principal Consultant: Sue Diciple

Sue Diciple is the principal consultant with Sue Diciple Group. The focus of her practice is the design, facilitation, and project management of collaborative planning, organization development and issue resolution processes. Her professional mission is to facilitate positive change in communities and organizations.

In 1980 Sue was recruited by the State of Oregon community college system to participate in a nationally recognized business development team. In private practice since 1984, Sue has worked extensively with industry, community-based and non-profit organizations, and government agencies in the areas of planning, organization development, leadership and governance development, and issue resolution. She is widely recognized for her excellent facilitation and conflict mediation skills based on 20 years of group process experience. She is often called upon by agencies and stakeholders to facilitate some of the most complex and controversial issues in the Northwest region and nationally.

Sue is the author of several innovative training and professional skills development programs, including co-authorship of a program for experienced facilitators that features advanced tools and techniques for high-conflict situations; and a workshop featuring practical skills to assist teams, boards, and task groups to conduct fair, timely and effective group decisions.

Organizations that have utilized her planning and problem-solving services and featured her workshops and facilitated worksessions include:

- The Offices of the Governors of Oregon, Colorado, and Hawaii
- Washington State Department of Ecology
- US Fish and Wildlife Service
- US Department of Justice
- The Oregon Lottery
- Manhattan Neighborhood Network
- The Benton Foundation
- Nike
- Tektronix
- Hewlett-Packard
- Northwest Natural Gas
- Pendleton Woolen Mills
- Jantzen, Inc.
- PacifiCorp
- Lightspeed Networks
- Johnstone Supply
- Cities including Portland, Corvallis, Gresham, Wilsonville, Salem, Monmouth, McMinnville (OR); Richland, WA; Tucson, AZ; San Francisco and Sacramento (CA), and the Borough of Brooklyn (NY)
- Public power utilities and related service providers throughout the Northwest

Sue's professional and volunteer experience in the field of public interest telecommunications has led to leadership positions at local, state, and national levels. She served as project manager for the Oregon Telecommunications Forum Council on behalf of the Office of the Governor. She served for six years as the Board and Leadership Development Committee Chair on the national Board of Directors of the Alliance for Community Media. She served for 22 years as the Portland representative (including two three-year terms as Chair) on the Mt. Hood Cable Regulatory Commission where she oversaw franchise compliance and the allocation of over six million dollars in technology grants annually to community-based organizations in the MHCRC franchise area.

Sue had been a featured columnist with The Daily Journal of Commerce, focusing primarily on planning and organizational development issues. She has taught professional development courses as an adjunct faculty member, at Portland State University and Mt Hood Community College. She is a member of the National Coalition for Dialog and Deliberations (NCDD), the Alliance for Community Media (ACM), and the National Association of Telecommunications Officers and Advisors (NATOA).

AGENDA REPORT

To: Mayor Russ and City Council

From: Rob Daykin, City Administrator

Date: January 2, 2020

Re: Third Street Trail Improvement

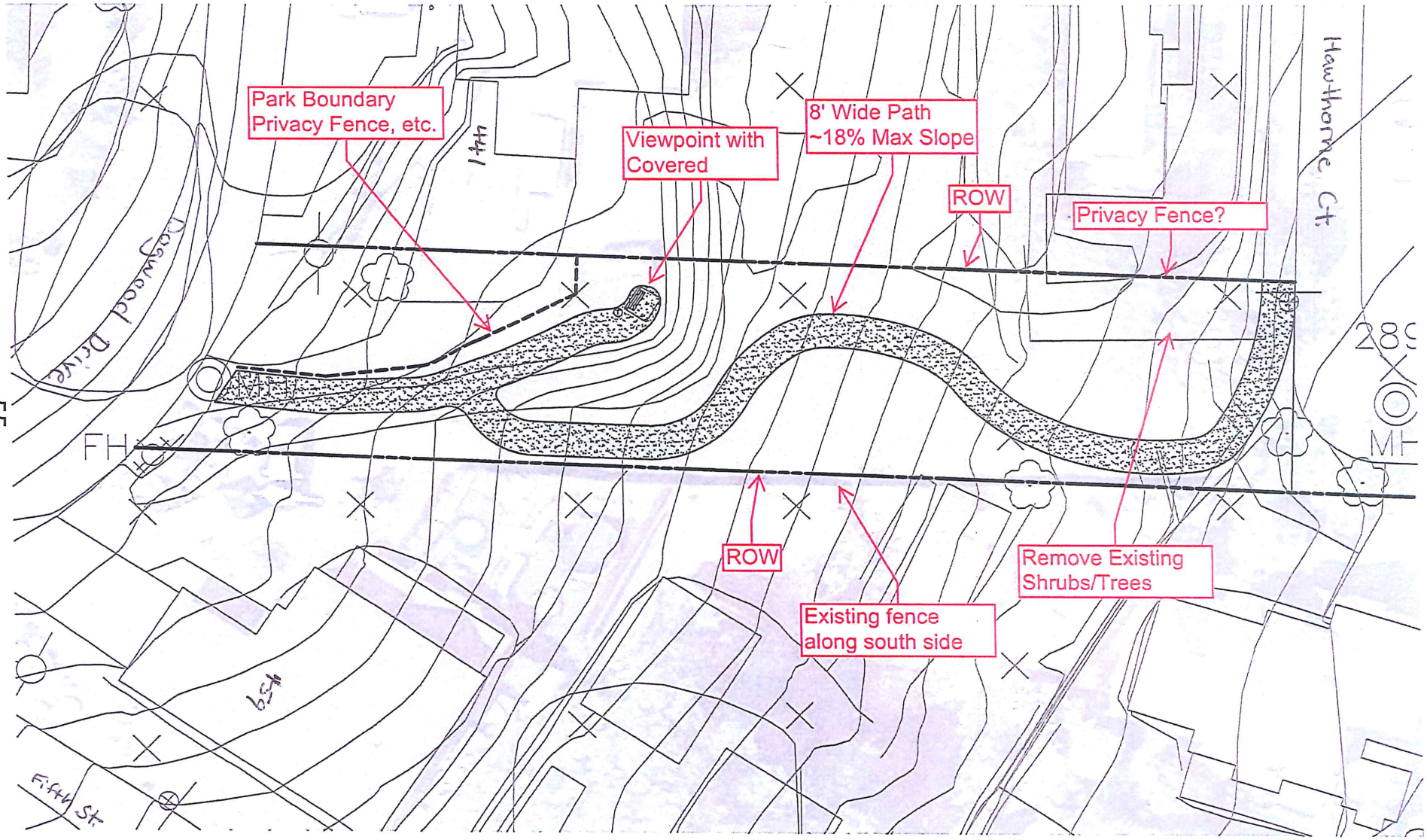
The Dundee Parks Advisory Committee considered a number of possible projects for application to the State of Oregon Parks & Recreation 2020 Local Government Grant program and recommends the construction of a connecting path between Dogwood Drive and Hawthorne Court along the Third Street right of way. This project was identified in the adopted 2008 Dundee Parks and Open Space Plan. Attached is a concept plan for the project, which includes a side path to a viewpoint of the Cascade Range. In order for this project to be eligible for grant funding from Oregon State Parks, the right of way must be restricted for park use. This is similar to the process used for the Viewmont Greenway Park, which was constructed in undeveloped public right of way. However, in this case there are two driveway connections through Third Street serving two residences to a driveway approach on Dogwood Drive. The proposed park boundary is outside of the existing driveway to the two-car garage for the north residence at 441 SW Dogwood Drive since there is not a practical means to access the lower level garage except through the Third Street right of way. However, the Parks Advisory Committee recommends the secondary driveway loop serving the south residence at 459 SW Dogwood Drive be removed from the Third Street right of way since there is a main driveway with direct access to the garage from Dogwood Drive. The Committee felt leaving the secondary driveway loop extension will have a negative effect on the grant application and was concerned with the potential conflict of pedestrian use over the driveway. Also, with the proposed elimination of the looped driveway connection the driveway approach may be reduced in width which will allow for on-street parking opportunity.

The owners of the two residences were advised of the Dundee Parks Advisory Committee's recommendations, however, as of the date of this memo we only heard back from Mark and Judy Tokstad at 459 SW Dogwood Drive. In the attached letter it is represented that in exchange of conveying part of their property located at the northeast corner of Fifth Street to the City for roadway purposes, the looped connection through Third Street was provided to offset concerns with changes to the existing driveway.[1] The Tokstads plan on attending the January 7 meeting to discuss their concerns with the Council.

[1] The acquisition of the additional right of way at that corner was needed to accommodate the roadway design proposed by the developer of the Graystone Ridge subdivision. The City made it clear to the developer that it is their responsibility to acquire additional right of way, if necessary, for the curb radius. While it is likely that City staff mediated on this matter, I am unable to find any documentation on what the developer (or the City) may have agreed to exchange with the Tokstad's for the additional right of way.

The 2020 State Parks grant process starts soon and there is much work to prepare a competitive application. Staff is requesting consensus from Council whether the project proposed by the Parks Advisory Committee has their support. And if so, staff needs to know what portion of the Third Street right of way should be restricted for park use. Next step in the grant application process will be the preparation of a resolution designating the preferred project for the 2020 State Parks Local Government Grant program for consideration at a future meeting.

3rd Street Pedestrian Path & View Park
Conceptual Plan



Rob Daykin

From: Judy Tokstad <judtok@live.com>
Sent: Thursday, January 2, 2020 5:12 AM
To: Rob Daykin
Subject: Parks Advisory Committee

Dear Mr. Daykin,

We received your notice of the City Council meeting scheduled on January 7th, 2020 at 7pm. According to your letter the City Council will be considering a recommendation from the Parks Advisory Committee that will negatively impact our home in Dundee. It was disheartening to read your letter with the proposed map of changes that would once again impact our access to Dogwood Dr. I would like the City Council to know that in 2006 we were approached by both the city and a local land developer about the need for a Right -of Way and Waterline Easement Dedication involving our property. The right of way requested required us to give 25 feet of property and reduce the length of our driveway bringing the road traffic from this busy intersection closer to our home and the stop sign dangerously close to our driveway. The circular driveway was discussed and recommended as necessary to remedy the dangerous ingress/egress caused by the proposed improvement and development of the intersection. The ask from the city was significant, and for the developer to move forward with their development plans and the city to improve their sewer line the easement was necessary. In discussing the necessary improvements and the negative impact to our property all parties agreed to the easement under the stipulation of the addition of a circular driveway across the 3rd street property, granting us legal and safe access to Dogwood with a shared ingress/egress with our neighbor to the North who also has a driveway and parking area on the 3rd street property. We signed an agreement on November 9th to grant the city of Dundee their easement and the construction started. Our driveway was deconstructed and reconstructed legally in agreement with the city. Now we are 14 years later, and the council is hearing a proposal that will negate the agreement made by their predecessors. We would like the council to know that we have worked with the city to improve our roads and city services. We, with the help of our neighbors, have mowed and maintained the 3rd street walkway along our fence for 14 years. Our ask of the City Council and the Parks Advisory Committee is to look at the decisions of their predecessors and our historic concessions before recommending the removal of our driveway that was previously negotiated to grant the city their necessary easement.
We are planning to attend the meeting on 1/7/2020, however if we are unable, we ask that you present this letter to the city council for consideration.

Thank you,
Mark and Judy Tokstad

Sent from Mail for Windows 10

AFTER RECORDING RETURN TO:
City of Dundee Care of Gunn & Lain
PO Box 220
Dundee, OR 97115

Send tax Statements to
City of Dundee

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK

$41.00

00253495200600268320040048

200626832 3:09:29 PM 11/21/2006

DMR-DDMR Cnt=1 Stn=1 KENTV
$20.00 $10.00 $11.00

STATUTORY BARGAIN & SALE DEED FOR ROADWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS, that Mark Tokstad and Judy Tokstad, hereinafter called the Grantor, being the owner of certain land situated in the County of Yamhill and State of Oregon, does hereby grant, bargain, sell and convey to the City of Dundee, a Municipal Corporation Grantee, the following described property for roadway and utility purposes:

> Tract of land described in the attached Legal Description labeled "Exhibit A" and map labeled "Exhibit B" (incorporated herein by reference).

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS, BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true consideration for this conveyance is $ -0-, which is the whole consideration,

DATED this 9 day of October, 2006

WITNESS our hands and seals this 9th day of November, 2006.

Mark Tokstad

Judy Tokstad

STATE OF OREGON)
) ss.
County of Yamhill)

On this 9 day of November, 2006, personally appeared before me, the above named persons, Mark Tokstad and Judy Tokstad known to me to be the persons whose signature is above subscribed, and acknowledged to me that this is a free act and deed, for the uses and purposes therein expressed. In witness whereof, I have hereunto set my hand and affixed by official seal on the day and year last above written.

OFFICIAL SEAL
SHAI S WADLOW
NOTARY PUBLIC-OREGON
COMMISSION NO. 391156
MY COMMISSION EXPIRES MAR. 29, 2009

(Notary Signature)
Notary Public for Oregon
My Commission Expires: March 29, 2009

APPROVED:

Dundee City Administrator

Nov. 13, 2006
Date

This instrument was acknowledged before me on the 13 day November, 2006, by

OFFICIAL SEAL
DEBRA L. MANNING
NOTARY PUBLIC-OREGON
COMMISSION NO. 388256
MY COMMISSION EXPIRES FEBRUARY 28, 2009

(Notary Signature)
Notary Public for Oregon
My Commission Expires: Feb. 28, 2009

Exhibit "A"

Matt Dunckel & Assoc.
Land Surveyors
3765 Riverside Drive
McMinnville, OR 97128hone: 503-472-7904
Fax: 503-472-0367
E-Mail: matt@dunckelassoc.com

Date: 2 Nov. 2006

TOKSTAD - Legal Description of Road Dedication

A tract of land in Section 26, Township 3 South, Range 3 West, City of Dundee, Yamhill County, Oregon, being part of that tract of land described in deed from MARK A. TOKSTAD, Successor Trustee of the IRYLL TOKSTAD REVOCABLE LIVING TRUST to MARK TOKSTAD and JUDY TOKSTAD, and being more particularly described as follows:

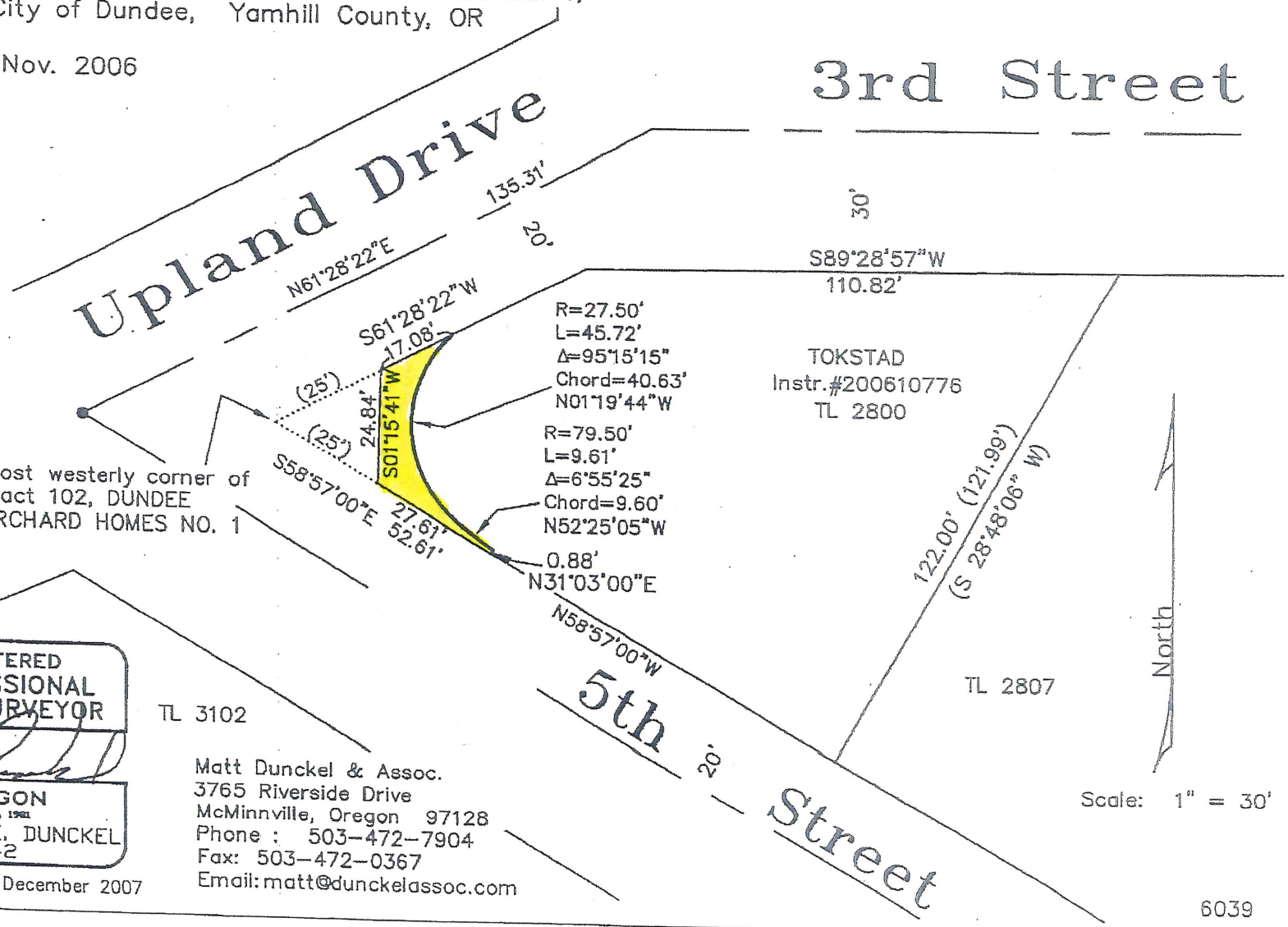
Beginning on the northerly margin of 5th Street at a point that is South 58°57'00" East 52.61 feet from the most westerly corner of Tract 102 of DUNDEE ORCHARD HOMES NO. 1; thence North 31°03'00" East 0.88 feet; thence westerly 9.61 feet along a non-tangent curve that is concave to the north and having a radius of 79.50 feet (chord=North 52°25'05" West 9.60 feet) to the beginning of a curve concave to the east having a radius of 27.50 feet; thence northerly 45.72 feet along said curve (chord=North 01°19'44" West 40.63 feet) to the southeasterly margin of Upland Drive; thence South 61°28'22" West 17.08 feet along the southeasterly margin of Upland Drive to a point that is 25.00 feet from the most westerly corner of said Tract 102; thence South 01°15'41" West 24.84 feet to a point on the northerly margin of 5th Street that is 25.00 feet from the most westerly corner of said Tract 102; thence South 58°57'00" East 27.61 feet along the northerly margin of 5th Street to the point of beginning as shown by Exhibit "__".

3/4

Exhibit "B"

Location: NE 1/4 Section 26, T. 3 S., R. 3 W., WM.,
Tract 102, DUNDEE ORCHARD HOMES NO. 1,
City of Dundee, Yamhill County, OR

Date : 2 Nov. 2006



REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
July 13, 1981
MATTHEW E. DUNCKEL
1942

Renewable 31 December 2007

Matt Dunckel & Assoc.
3765 Riverside Drive
McMinnville, Oregon 97128
Phone : 503-472-7904
Fax: 503-472-0367
Email: matt@dunckelassoc.com

4/4

AGENDA REPORT

To: Mayor Russ and City Council

From: Rob Daykin, City Administrator

Date: January 2, 2020

Re: TE Grant Agreement Amendment No. 2

Amendment No. 2 to the 2011 Transportation Enhancement (TE) Grant Agreement was prepared to recognize changes in the scope of work and the City's obligations. The original total project cost of $1,728,200 represented only the work associated directly with the TE grant. It did not include the $134,000 bicycle and pedestrian grant obtained by ODOT for the project, nor the cost of highway preservation work that was being planned at that time. In 2016, the $134,000 was increased to $480,000 via a conversion of TE Federal funds to State funds in order for the City to contract directly for the highway and streetscape improvements in areas where the right of way was too restrictive and required temporary easements for construction using Federal rules. The updated amount of the TE grant ($1,239,816.46) reflects this prior change. The updated local match of $141,902.54 is calculated at 10.27% of a total project cost for the reduced sidewalk/streetscape work estimated at $1,381,719.[1]

In addition to the local match of $141,902.54, the City is contributing $214,061.00 to the project which represents the cost of additional work identified in Local Improvement District No. 2013-1. In the original project, only the sidewalks and driveways in poor repair would be reconstructed. However, following closer inspection of the existing conditions by City Engineer Charles Eaton the Council agreed to replace all sidewalks constructed prior to the year 2000. Also, federal rules regarding ADA compelled the replacement of all driveways, no matter their condition, that are located within the sidewalk construction work area to meet current ADA design standards. Per the terms of Amendment No. 2, the City will pay a total of $355,963.54 to ODOT for this final phase of sidewalk/streetscape work, and ODOT, not the City, will pick up costs that exceed the combined grant and City resources for that work.[2]

As noted in the original agreement, the City is responsible for the maintenance of certain improvements funded with the TE grant, including the storm water facilities. The new agreement expands on the storm water facilities to include water treatment. In the earlier design phase, ODOT explained that use of federal funds with the addition of curbs and impervious surfaces (sidewalks) triggered a requirement for water treatment. The rain garden facilities also offer another opportunity

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[1] ODOT agreed to reimburse the City up to $500,000 in State funds for installation of streetlights in the foundations previously constructed by the City.

[2] There will be additional costs associated with the highway improvements project that will be the responsibility of the City including the relocation of water lines crossing the highway and placement of conduits and vaults in the highway to accommodate the undergrounding of PGE electric lines crossing the highway.

for landscaping. ODOT hired Parametrix to design water treatment facilities and proposed the use of rain gardens.[3] The original TE project application anticipated a minimal amount of new storm facilities, however, with the decision to reconstruct the highway it did not make sense to leave the undersized and failing 1930's era storm sewer concrete pipe in place. ODOT agreed to design a new storm water collection system to not only accommodate the highway flows, but also receive flows from upstream properties in the City. In return, the City will be responsible for maintenance of all storm water facilities located in the highway within Dundee. City Engineer Reid participated in review of the design prepared by Parametrix to ensure future maintenance responsibilities are not unduly burdensome to the City.

Recommendation: Motion to authorize the city administrator to execute Amendment Number 02 to the Transportation Enhancement Grant Agreement No. 28069.

Attachments:

- ODOT Local Agency Agreement – Transportation Enhancement Program Project
- Amendment Number 01
- Amendment Number 02

[3] Although the sidewalk next to the ARCO station is outside of the LID No. 2013-1 boundary, it will be removed and replaced concurrently with the new rain garden facilities located next to the curb.

Oregon Department of Transportation
LOCAL AGENCY AGREEMENT
TRANSPORTATION ENHANCEMENT PROGRAM PROJECT
OR 99W: 1st Street to Parks Drive Sidewalk/Streetscape (Dundee)
City of Dundee

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

RECITALS

1. Oregon Route 99W (Pacific Highway West) is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). 1st Street and Parks Drive are part of the city street system under the jurisdiction and control of Agency.

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

3. Under provisions of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, (SAFETEA-LU) State is required to set aside federal funds for projects to address transportation enhancement activities, hereinafter referred to as Enhancement Funds.

4. State's OR 99W: OR 240 (Newberg) to OR 18 (McDougal Junction) preservation project (Key No. 16127) is being developed in coordination with the project described herein. It is a goal of both Parties to advance these two projects concurrently so that at Plans, Specifications, and Estimates (PS&E) submittal, the two projects can be combined and a single construction contract issued.

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

TERMS OF AGREEMENT

1. Under said provisions, State and Agency agree to design and construct pedestrian walkway and landscape improvements along OR 99W between 1st Street and Parks Drive. The improvements include, but are not limited to:

a. Construct new sidewalks, including curbs, Americans with Disabilities Act (ADA) ramps, and a landscape buffer.

b. Replace existing sidewalk segments that are in poor repair.

c. Improve crosswalks.

d. Install street lighting and landscape.

e. Construct storm water facilities.

Said improvements shall hereinafter be referred to as "Project". The location of the Project is approximately as shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof. The Project scope and schedule, progress report requirements, and Project Change Request process are described in "Exhibit B", attached hereto and by this reference made a part hereof. Agency agrees to the conditions set forth in Exhibit B.

2. The Project will be conducted as a part of the Transportation Enhancement Program under Title 23, United States Code, which incorporated SAFETEA-LU. The total Project cost is estimated at $1,728,200, which is subject to change. The Enhancement Funds are estimated at $1,551,000 with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds. Agency may satisfy up to $18,000 of the required match through State-approved credit for Transportation Enhancement-eligible Project elements completed in advance under a separate construction contract using Agency funds. The Enhancement Funds will be used for all phases of the Project.

   a. Agency must obtain approval from State's Transportation Enhancement Program Manager for any additional funds beyond the amount in Paragraph number 2 above. For additional Enhancement Funds up to a total of $1,701,000 ($150,000 over the $1,551,000 estimated Enhancement funding). Agency's matching share will be 10.27 percent of Enhancement eligible costs. For any approved Enhancement Funds above $1,701,000 Agency's matching share will be fifty (50) percent of the Enhancement eligible costs.

   b. Agency is not guaranteed the use of unspent funds for a particular phase of work. State will not release funds from any authorized phase of work for use on a subsequent phase unless specifically requested by Agency before obligating funds on the subsequent phase.

3. The federal funding for this Project is contingent upon approval by the Federal Highway Administration (FHWA). Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at Agency expense.

4. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.

5. The term of this Agreement will begin on the date all required signatures are obtained and will terminate on completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner. The attached Special Provisions may contain additional termination conditions.

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

7. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

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

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

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

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

c. If Agency fails to provide payment of its share of the cost of the Project.

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

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

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

11. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2.

12. Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount will be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

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

14. State's Project liaison for this Project is Mark Foster, ODOT, Highway Division, Region 2, 455 Airport Road SE, Building B, Salem, Oregon 97301-5395; phone: (503) 986-2650; email: mark.a.foster@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

15. Agency's Project Manager for this Project is Rob Daykin, City Administrator, City of Dundee, 620 SW 5th Street, PO Box 220, Dundee, Oregon 97115-0220; email: Rob.Daykin@DundeeCity.org, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

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

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

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

This Project is in the 2010-2013 Statewide Transportation Improvement Program, (Key No. 17882) that was approved by the Oregon Transportation Commission on December 16, 2010 (or subsequently approved by amendment to the STIP).

Signature page to follow

CITY OF DUNDEE, by and through its designated officials

By _____
Mayor

Date 9/20/11

By _____
City Administrator

Date 9/20/11

APPROVED AS TO LEGAL SUFFICIENCY

By _____
City Attorney

Date 9/20/11

By _____
Assistant Attorney General

Date 9/23/11

Agency Contact:
Rob Daykin, City Administrator
City of Dundee
620 SW 5th Street
PO Box 220
Dundee, OR 97115-0220
Email: Rob.Daykin@DundeeCity.org

State Contact:
Mark Foster, Local Agency Liaison
ODOT, Highway Division, Region 2
455 Airport Road SE, Bldg. B
Salem, OR 97301-5395
Phone: (503) 986-2650
Email: mark.a.foster@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator

Date 10/24/11

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief Engineer

Date 10-18-11

By _____
State Traffic Engineer

Date 10/12/2011

By _____
Transportation Enhancement Manager

Date 07-Oct-2011

By _____
Region 2 Manager

Date 10-05-11

By _____
Region 2 Electrical Manager

Date 9-29-11

9/30/11

EXHIBIT A
Project Location Map

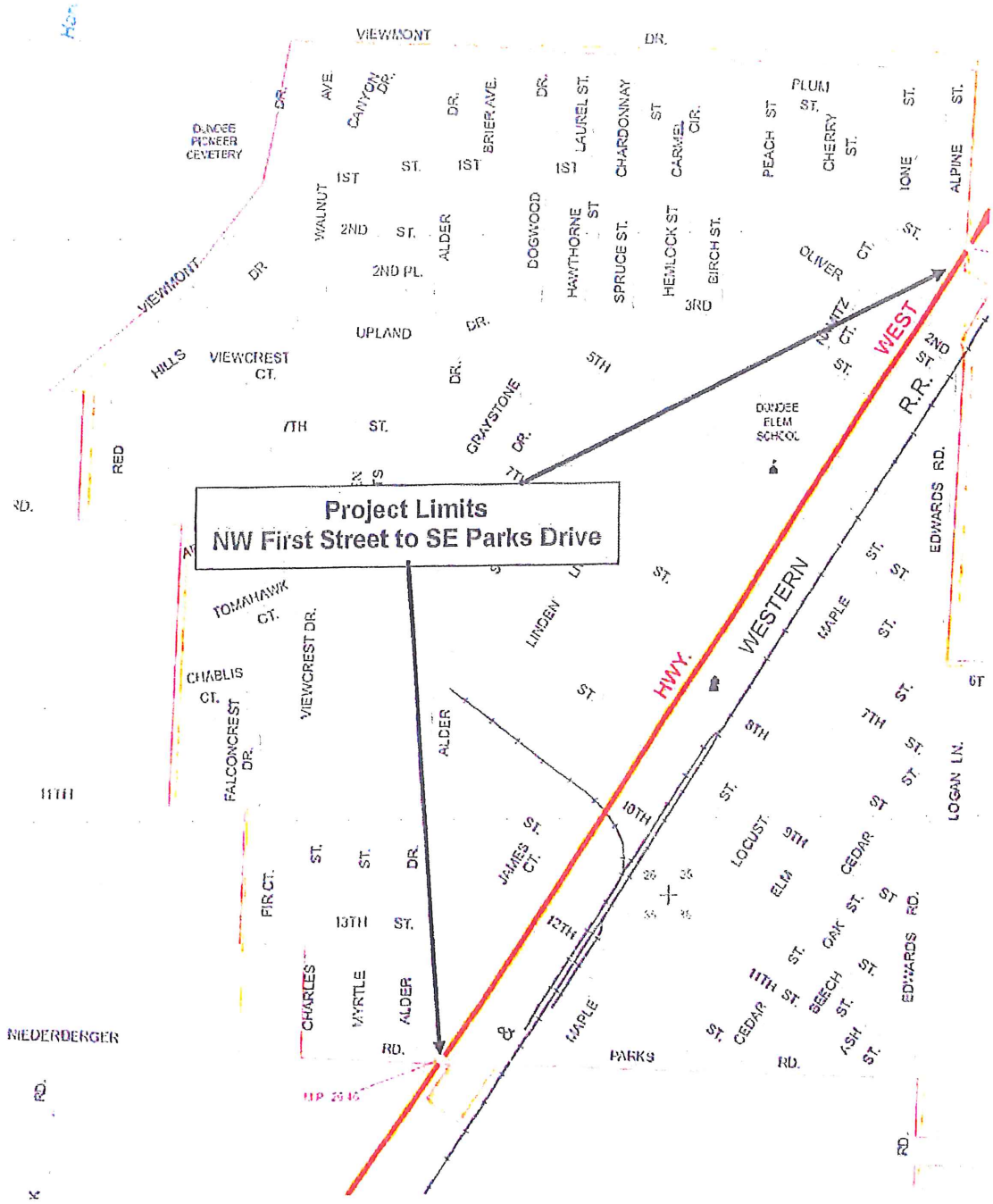


EXHIBIT B

Progress Reports and Project Change Request Process

Agreement No. 28069 Key Number: 17882

Project Name: OR 99W: SW 1st Street to Park Drive Sidewalk/Streetscape

1. **Project Description** – The Project will construct new sidewalks, including curbs, ADA ramps, and a landscape buffer; replace existing sidewalk segments that are in poor condition; install street lighting and landscape; and construct storm water facilities along OR 99W between 1st Street and Parks Drive.

2. This Project is subject to progress reporting and project change process as stated in Paragraphs No. 3 through No. 5 below.

3. **Monthly Progress Reports (MPR)** - Agency shall submit monthly progress reports using MPR Form 734-2862, attached by reference and made a part of this Agreement. The Monthly Progress Report is due by the 5th day of each month, starting the first month after execution of this Agreement, and continuing through the first month after State issues Project Acceptance (Second Note) for the Project's construction contract.

   The fillable MPR form and instructions are available at the following address:
   http://www.oregon.gov/ODOT/HWY/LGS/online.shtml

4. **Project Milestones** – The Parties agree that the dates shown in Table 1 constitute the intended schedule for advancing and completing the Project. Project Milestones may only be changed through amendment of this Agreement, after obtaining an approved Project Change Request.

   Table 1: Project Milestones

	Milestone Description	Completion Date
1	Obligation (Federal Authorization) of Enhancement Funds for the Preliminary Engineering phase of Project	September 30, 2011
2	Obligation (Federal Authorization) of Enhancement Funds for the Construction phase of Project	March 31, 2013
3	Project Completion based on State issuing Project Acceptance or "Second Note"	May 31, 2014

5. **Project Change Request (PCR) Process** – Agency must obtain approval from State's Contact and State's Transportation Enhancement Program Manager for

changes to the Project's scope, schedule, or budget as specified in Paragraphs 5a, 5b and 5c, below. Agency shall be fully responsible for all costs that occur outside the established Project scope, schedule or budget and prior to an approved PCR.

a. **Scope** – A PCR is required for any significant change or reduction in the scope of work described in the Project Description (Paragraph 1 of this Exhibit).

b. **Schedule** – A PCR is required if Agency or State's Contact anticipate that any Project Milestone will be delayed by more than ninety (90) days, and also for any change in schedule that will require amendment of the Statewide Transportation Improvement Program (STIP).

c. **Budget** – Total Project Cost and approved Enhancement Funds for the Project are controlled by Terms of Agreement Paragraphs 2 and 2a, on pages 1 and 2 of this Agreement. A PCR is required to obtain State's approval for increased Enhancement Funds for any phase of the Project.

Agency must submit all change requests using PCR Form 734-2863, attached by reference and made a part of this Agreement. The PCR Form is due no later than thirty (30) days after the need for change becomes known to Agency. The PCR shall explain what change is being requested, the reasons for the change, and any efforts to mitigate the change. A Project Change Request may be rejected at the discretion of State's Transportation Enhancement Program Manager.

The fillable PCR form and its instructions are available at the following web site:
http://www.oregon.gov/ODOT/HWY/LGS/online.shtml

6. **Consequence for Non-Performance** – If Agency fails to fulfill its obligations in Paragraphs No. 3 through No. 5, or does not advance the Project according to the Project Milestones, State's course of action through the duration of Agency's default shall be: (1) restricting Agency consideration for future funds awarded through State's Active Transportation Section; then (2) withdrawing unused Project funds as specified in Special Provision No. 1 of this Agreement; and then (3) terminating this Agreement as stated in Paragraphs No. 9a and 9b of this Agreement..

ATTACHMENT NO. 1

SPECIAL PROVISIONS

1. The Parties agree that the target delivery date for the Project's "Plans, Specifications, and Estimates" (PS&E) package is March 31, 2013. State may withdraw all Transportation Enhancement funds that are not obligated on or before March 31, 2014, which is twelve (12) months after the target obligation date assigned by State. In that event, State may reassign any Transportation Enhancement funds not yet obligated for the Project and will have no obligation to fund any remaining phases of work through the Transportation Enhancement Program.

2. State shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way; obtain all required permits; arrange for all utility relocations or reconstruction; perform all construction engineering, including all required materials testing and quality documentation; and prepare necessary documentation to allow State to make all contractor payments. Project plans will conform to the Oregon Highway Design Manual and the Oregon Bicycle and Pedestrian Plan.

3. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project. Prior to award of the contract, Agency shall provide State its share of the Project cost upon receipt of request from State. The Project cost is defined as the Engineer's estimate plus ten (10) percent.

4. Indemnification language in the Standards Provisions, Paragraphs 46 and 47, and in Paragraph 4 in regards to tort claims, shall be replaced with the following language:

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

   b. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in

such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

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

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

5. State shall, at its own expense, maintain all aspects of the Project that are located on OR 99W from face curb to face curb, except as otherwise stated in Special Provisions Paragraphs 7 and 8 below.

6. Agency shall, at its own expense, maintain and operate all aspects of the Project that are behind the curb line on OR 99W, including sidewalks, landscaping illumination, and any median landscaping on OR 99W, and any portions of Project located on city streets, upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation and service demand. State and Agency agree that the useful life of this Project is defined as 20 years. State may conduct periodic inspections during the life of the Project to verify that Project is being

properly maintained and continues to serve the purpose for which federal funds were provided.

7. Agency shall, at its own expense, pay for all electrical energy costs associated with illumination installed as part of the Project. Agency shall have the power company send bills directly to Agency.

8. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach. Agency will be ineligible to receive or apply for any Transportation Enhancement Funds until State receives full reimbursement of the costs incurred.

9. Maintenance and power responsibilities will survive any termination of this Agreement.

ATTACHMENT NO. 2

FEDERAL STANDARD PROVISIONS

JOINT OBLIGATIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will further act for Agency in other matters pertaining to the Project. Agency shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a liaison person to coordinate activities and assure that the interests of both parties are considered during all phases of the Project.

2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.

PRELIMINARY & CONSTRUCTION ENGINEERING

3. State, Agency, or others may perform preliminary and construction engineering. If Agency or others perform the engineering, State will monitor the work for conformance with FHWA rules and regulations. In the event that Agency elects to engage the services of a personal services consultant to perform any work covered by this Agreement, Agency and Consultant shall enter into a State reviewed and approved personal services contract process and resulting contract document. State must concur in the contract prior to beginning any work. State's personal services contracting process and resulting contract document will follow Title 23 Code of Federal Regulations (CFR) 172, Title 49 CFR 18, ORS 279A.055, the current State Administrative Rules and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. Subcontracts shall contain all required provisions of Agency as outlined in the Agreement. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or its consultant prior to receiving authorization from State to proceed. Any amendments to such contract(s) also require State's approval.

4. On all construction projects where State is the signatory party to the contract, and where Agency is doing the construction engineering and project management, Agency, subject to any limitations imposed by state law and the Oregon Constitution, agrees to accept all responsibility, defend lawsuits, indemnify and hold State harmless, for all tort claims, contract claims, or any other lawsuit arising out of the contractor's work or Agency's supervision of the project.

REQUIRED STATEMENT FOR UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT) FINANCIAL ASSISTANCE AGREEMENT

5. If as a condition of assistance, Agency has submitted and the United States Department of Transportation (USDOT) has approved a Disadvantaged Business Enterprise Affirmative Action Program which Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference. That program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of the financial assistance agreement. Upon notification from USDOT to Agency of its failure to carry out the approved program, USDOT shall impose such sanctions as noted in Title 49, CFR, Part 26, which sanctions may include termination of the agreement or other measures that may affect the ability of Agency to obtain future USDOT financial assistance.

6. **Disadvantaged Business Enterprises (DBE) Obligations.** State and its contractor agree to ensure that DBE as defined in Title 49, CFR, Part 26, have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, Agency shall take all necessary and reasonable steps in accordance with Title 49, CFR, Part 26, to ensure that DBE have the opportunity to compete for and perform contracts. Neither State nor Agency and its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. Agency shall carry out applicable requirements of Title 49, CFR, Part 26, in the award and administration of such contracts. Failure by Agency to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as State deems appropriate.

7. The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Agreement.

8. Agency agrees to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.

9. The parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR Parts 1.11, 140, 710, and 771; Title 49 CFR Parts 18, 24 and 26; 2 CFR 225, and OMB CIRCULAR NO. A-133 and NO. A-133 Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended and provisions of Federal-Aid Policy Guide (FAPG).

STATE OBLIGATIONS

PROJECT FUNDING REQUEST

10. State shall submit a Project funding request to FHWA with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocations and/or construction work for the Project. **No work shall proceed on any activity in which federal-aid participation is desired until such approval has been obtained.** The program

shall include services to be provided by State, Agency, or others. State shall notify Agency in writing when authorization to proceed has been received from FHWA. Major responsibility for the various phases of the Project will be as outlined in the Special Provisions. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

11. State shall, in the first instance, pay all reimbursable costs of the Project, submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. Agency may request a statement of costs to date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal 100 percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.

12. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Agreement. State will also determine and clearly state in the Agreement if recipient is a subrecipient or vendor, using criteria in Circular A-133.

PROJECT ACTIVITIES

13. State shall, if the preliminary engineering work is performed by Agency or others, review and process or approve all environmental statements, preliminary and final plans, specifications and cost estimates. State shall, if they prepare these documents, offer Agency the opportunity to review and approve the documents prior to advertising for bids.

14. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.

15. State shall prepare contract and bidding documents, advertise for bid proposals, and award all contracts.

16. Upon State's award of a construction contract, State shall perform independent assurance testing in accordance with State and FHWA Standards, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.

17. State shall, as a Project expense, assign a liaison person to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). The liaison shall process reimbursement for federal participation costs.

RIGHT OF WAY

18. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of the Project. Agency may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project, provided Agency (or Agency's consultant) are qualified to do such work as required by the State's Right of Way Manual and have obtained prior approval from State's Region Right of Way office to do such work.

19. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each party. State shall always be responsible for requesting project funding, coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through the State's Region Right of Way offices on all projects. All projects must have right of way certification coordinated through State's Region Right of Way offices (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on the Project). Agency should contact the State's Region Right of Way office for additional information or clarification.

20. State shall review all right of way activities engaged in by Agency to assure compliance with applicable laws and regulations. Agency agrees that right of way activities shall be in accord with the Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FHWA Federal-Aid Policy Guide, State's Right of Way Manual and the Code of Federal Regulations, Title 23, Part 710 and Title 49, Part 24.

21. If any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.

22. Agency insures that all Project right of way monumentation will be conducted in conformance with ORS 209.155.

23. State and Agency grants each other authority to enter onto the other's right of way for the performance of the Project.

AGENCY OBLIGATIONS

FINANCE

24. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount, unless otherwise agreed to and specified in the intergovernmental agreement.

25. Agency's estimated share and advance deposit.

    a. Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use

in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.

b. Agency's construction phase deposit shall be 110 percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is canceled. Any unnecessary balance of a cash deposit, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.

c. Pursuant to ORS 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool, and an Irrevocable Limited Power of Attorney is sent to the Highway Finance Office), or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.

d. Agency may satisfy all or part of any matching funds requirements by use of in-kind contributions rather than cash when prior written approval has been given by State.

26. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall also pay 100 percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds, or allocations of State Highway Trust Funds, to that Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines that result in items being declared non-participating, those items will not result in the withholding of Agency's future allocations of federal funds or the future allocations of State Highway Trust Funds.

27. Costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon.

28. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear 100 percent of all costs as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear 100 percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all development costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.

29. Agency shall follow requirements of the Single Audit Act. The requirements stated in the Single Audit Act must be followed by those local governments and non-profit organizations receiving $500,000 or more in federal funds. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in "OMB CIRCULAR NO. A-133", requires local governments and non-profit organizations to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federally-funded programs in which the local agency participates. The cost of this audit can be partially prorated to the federal

program.

30. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.

31. Agency shall present invoices for 100 percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison Person for review and approval. Such invoices shall identify the Project and Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Billings shall be presented for periods of not less than one-month duration, based on actual expenses to date. All billings received from Agency must be approved by State's Liaison Person prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of Title 23 CFR Parts 1.11, 140 and 710, Final billings shall be submitted to State for processing within three (3) months from the end of each funding phase as follows: 1) award date of a construction contract for preliminary engineering (PE) 2) last payment for right of way acquisition and 3) third notification for construction. Partial billing (progress payment) shall be submitted to State within three (3) months from date that costs are incurred. Final billings submitted after the three months shall not be eligible for reimbursement.

32. The cost records and accounts pertaining to work covered by this Agreement are to be kept available for inspection by representatives of State and FHWA for a period of six (6) years following the date of final voucher to FHWA. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (Title 49 CFR 18.42).

33. State shall request reimbursement, and Agency agrees to reimburse State, for federal-aid funds distributed to Agency if any of the following events occur:

    a. Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the federal-aid funds were authorized;

    b. Right of way acquisition is undertaken utilizing federal-aid funds and actual construction is not started by the close of the twentieth fiscal year following the fiscal year in which the federal-aid funds were authorized for right of way acquisition.

    c. Construction proceeds after the Project is determined to be ineligible for federal-aid funding (e.g., no environmental approval, lacking permits, or other reasons).

34. Agency shall maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that projects are completed in conformance with approved plans and specifications.

RAILROADS

35. Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through State's appropriate Region contact or State's Railroad Liaison. Only those costs allowable under Title 23 CFR Part 646, subpart B and Title 23 CFR Part 140, subpart I, shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing, to provide railroad coordination and negotiations. However, State is under no obligation to agree to perform said duties.

UTILITIES

36. Agency shall follow State established Statutes, Policies and Procedures when impacts occur to privately or publicly-owned utilities. Only those utility relocations, which are eligible for federal-aid participation under, the FAPG, Title 23 CFR 645, Subpart A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. State will arrange for utility relocations/adjustments in areas lying within jurisdiction of State, if State is performing the preliminary engineering. Agency may request State in writing to arrange for utility relocations/adjustments lying within Agency jurisdiction, acting on behalf of Agency. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. However, State is under no obligation to agree to perform said duties.

37. The State utility relocation policy, procedures and forms are available through the appropriate State's Region Utility Specialist or State Utility Liaison. Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility Liaison.

STANDARDS

38. Agency agrees that design standards for all projects on the National Highway System (NHS) and the Oregon State Highway System shall be in compliance to standards specified in the current "State Highway Design Manual" and related references. Construction plans shall be in conformance with standard practices of State for plans prepared by its own staff. All specifications for the Project shall be in substantial compliance with the most current "Oregon Standard Specifications for Highway Construction".

39. Agency agrees that minimum design standards for non-NHS projects shall be recommended AASHTO Standards and in accordance with the current "Oregon Bicycle and Pedestrian Plan", unless otherwise requested by Agency and approved by State.

40. Agency agrees and will verify that the installation of traffic control devices shall meet the warrants prescribed in the "Manual on Uniform Traffic Control Devices and Oregon Supplements".

41. All plans and specifications shall be developed in general conformance with the current "Contract Plans Development Guide" and the current "Oregon Standard Specifications for Highway Construction" and/or guidelines provided.

42. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

GRADE CHANGE LIABILITY

43. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.

44. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.

45. Agency, if a City, by execution of Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the project covered by the Agreement.

CONTRACTOR CLAIMS

46. Agency shall, to the extent permitted by state law, indemnify, hold harmless and provide legal defense for State against all claims brought by the contractor, or others resulting from Agency's failure to comply with the terms of this Agreement.

47. Notwithstanding the foregoing defense obligations under Paragraph 46, neither Agency nor any attorney engaged by Agency shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency is prohibited from defending the State of Oregon, or that Agency is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Agency if the State of Oregon elects to assume its own defense.

MAINTENANCE RESPONSIBILITIES

48. Agency shall, upon completion of construction, thereafter maintain and operate the Project at its own cost and expense, and in a manner satisfactory to State and FHWA.

WORKERS' COMPENSATION COVERAGE

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

LOBBYING RESTRICTIONS

50. Agency certifies by signing the Agreement that:

    a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.

e. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Paragraphs 36, 37, and 48 are not applicable to any local agency on state highway projects.

AMENDMENT NUMBER 01
LOCAL AGENCY AGREEMENT
TRANSPORTATION ENHANCEMENT PROGRAM PROJECT
OR 99W: 1st Street to Parks Drive Sidewalk/Streetscape (Dundee)
City of Dundee

The **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the **CITY OF DUNDEE**, acting by and through its designated officials, hereinafter referred to as "Agency," entered into an Agreement on October 24, 2011. Said Agreement covers the design and construction of pedestrian walkway and landscape improvements along OR 99W between 1st Street and Parks Drive.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to change milestones dates identified on "Exhibit B," and update State's contact information. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

Exhibit B shall be deleted in its entirety and replaced with the attached Revised Exhibit B. All references to "Exhibit B" shall hereinafter be referred to as "Revised Exhibit B."

TERMS OF AGREEMENT, Paragraph 14, Page 4, which reads:

14. State's Project Manager for this Project is Mark Foster, ODOT, Highway Division, Region 2, 455 Airport Road SE, Building B, Salem, Oregon 97301-5395; phone: (503) 986-2650; email: mark.a.foster@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Shall be deleted in its entirety and replaced with the following:

14. State's Project Manager for this Project is Tony Snyder, Project Manager, ODOT, Region 2, Area 3, 885 Airport Road SE, Building Y, Salem, Oregon 97301-5857, phone: (503) 986-2692; email: tony.r.snyder@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

ATTACHMENT NO. 1 – SPECIAL PROVISIONS, Paragraph 1, Page 10, which reads:

1. The Parties agree that the target delivery date for the Project's "Plans, Specifications, and Estimates" (PS&E) package is March 31, 2013. State may withdraw all Transportation Enhancement funds that are not obligated on or before March 31, 2014, which is twelve (12) months after the target obligation date assigned by State. In that event, State may reassign any Transportation Enhancement funds not yet obligated for the Project and will have no obligation to fund any remaining phases of work through the Transportation Enhancement Program.

Shall be deleted in its entirety and replaced with the following:

1. The Parties agree that the revised target delivery date for the Project's "Plans, Specifications, and Estimates" (PS&E) package is September 30, 2013. State may withdraw all Transportation Enhancement funds that are not obligated on or before March 31, 2014, which is six (6) months after the target obligation date assigned by State. In that event, State may reassign any Transportation Enhancement funds not yet obligated for the Project and will have no obligation to fund any remaining phases of work through the Transportation Enhancement Program.

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

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

This Project is in the 2012-2015 Statewide Transportation Improvement Program, (Key No. 17882) that was adopted by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE FOLLOWS

CITY OF DUNDEE, by and through its designated officials

By _____
Mayor

Date April 23, 2013

By _____
City Administrator

Date 4/30/2013

APPROVED AS TO LEGAL FORM

By _____
City Attorney

Date 5/7/2013

Agency Contact:
Rob Daykin, City Administrator
City of Dundee
620 SW 5th Street
PO Box 220
Dundee, OR 97115-0220
Phone: (503) 538-3922
Email: Rob.Daykin@DundeeCity.org

State Contact:
Tony Snyder, Project Manager
ODOT, Region 2, Area 3
885 Airport Road SE, Bldg. Y
Salem, OR 97301-5857
Phone: (503) 986-2692
Email: tony.r.snyder@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator

Date 6/5/13

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief Engineer

Date 6-4-13

By _____
State Traffic Engineer

Date 6/04/2013

By _____
Transportation Enhancement Manager

Date 03-June-2013

By Sonny P.A. Chickering
Region 2 Manager

Date 05-30-13

By _____
District 3 Manager

Date 5/20/13

By _____
Region 2 Electrical Manager

Date 5/10/13

REVISED EXHIBIT B

Project Cost Estimates, Progress Reports and Project Change Request Process

Agreement No. 28069

Key Number: 17882

Project Name: OR 99W: 1st Street to Parks Drive Sidewalk/Streetscape (Dundee)

1. **Project Description** – The Project will construct new sidewalks, including curbs, ADA ramps, and a landscape buffer; replace existing sidewalk segments that are in poor condition; install street lighting and landscape; and construct storm water facilities along OR 99W between 1st Street and parks Drive.

2. This Project is subject to progress reporting and project change process as stated in Paragraphs No. 3 through No. 6 below.

3. **Monthly Progress Reports (MPR)** – Agency shall submit monthly progress reports using MPR Form 734-2862, attached by reference and made a part of this Agreement. The Monthly Progress Report is due by the 5th day of each month, starting the first month after execution of this Agreement, and continuing through the first month after State issues Project Acceptance (Second Note) for the Project's construction contract.

   The fillable MPR form and instructions are available at the following address: **http://www.oregon.gov/ODOT/HWY/LGS/online.shtml**

4. **Project Milestones** – The Parties agree that the dates shown in Table 1 constitute the intended schedule for advancing and completing the Project. Project Milestones may only be changed through amendment of this Agreement, after obtaining an approved Project Change Request.

Table 1: Project Milestones

	Milestone Description	Completion Date
1	Obligation (Federal Authorization) of Transportation Enhancement funds for the Preliminary Engineering phase of Project	9/30/2011
2	Obligation (Federal Authorization) of Transportation Enhancement funds for the Construction phase of Project	9/30/2013
3	Project Completion based on State issuing Project Acceptance or "Second Note"	9/30/2014

5. **Project Change Request (PCR) Process** – Agency must obtain approval from State's contact and State's Transportation Enhancement Program Manager for changes to the Project's scope, schedule, or budget as specified in Paragraphs No. 5a and 5b below. Agency shall be fully responsible for all costs that occur outside the established Project scope, schedule, or budget and prior to an approved PCR.

    a. **Scope** – A PCR is required for any significant change or reduction in the scope of work described in the Project Description (Paragraph No. 1 of this Exhibit).

    b. **Schedule** – A PCR is required if Agency or State's contact anticipate that any Project Milestone will be delayed by more than ninety (90) days, and also for any change in schedule that will require amendment of the Statewide Transportation Improvement Program (STIP).

6. **PCR Form** – Agency must submit all change requests using PCR Form 734-2863, attached by reference and made a part of this Agreement. The PCR Form is due no later than thirty (30) days after the need for change becomes known to Agency. The PCR shall explain what change is being requested, the reasons for the change, and any efforts to mitigate the change. A Project Change Request may be rejected at the discretion of State's Transportation Enhancement Program Manager.

    The fillable PCR form and its instructions are available at the following web site: **http://www.oregon.gov/ODOT/HWY/LGS/online.shtml**

7. **Consequence for Non-Performance** – If Agency fails to fulfill its obligations in Paragraphs No. 3 through No. 6 above, or does not assist in advancing the Project or perform tasks that the Agency is responsible for under the Project Milestones, State's course of action through the duration of Agency's default may include: (a) restricting Agency consideration for future funds awarded through State's Active Transportation Section, then (b) withdrawing unused Project funds, and then (c) terminating this Agreement as stated in Terms of Agreement, Paragraph No. 9a and 9b of this Agreement.

AMENDMENT NUMBER 02
LOCAL AGENCY AGREEMENT
TRANSPORTATION ENHANCEMENT PROGRAM
ODOT Delivered Federal Project
OR 99W: 1st Street to Parks Drive (Dundee)
City of Dundee

This is Amendment No. 02 to the Agreement between the **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT;" and **CITY OF DUNDEE**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on October 24, 2011 and Amendment Number 01 entered into on June 5, 2013.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase funding, update language, and add obligations.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

   a. **Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."**

   b. **Revised Exhibit B shall be deleted in its entirety.**

   c. **Attachment No. 1–Special Provisions and Attachment No. 2–Federal Standard Provisions shall be deleted in their entirety and replaced with the attached Revised Attachment No. 1–Special Provisions and Revised Attachment No. 2–Federal Standard Provisions. All references to "Attachment No. 1–Special Provisions" and "Attachment No. 2–Federal Standard Provisions" shall hereinafter be referred to as "Revised Attachment No. 1–Special Provisions" and "Revised Attachment No. 2–Federal Standard Provisions."**

   d. **Insert new RECITALS, Paragraphs 5 through 7 to read as follows:**

      5. Agency has agreed that State will deliver this project on behalf of the Agency.

      6. The Project was selected as a part of the Transportation Enhancement and Preservation Programs and may include a combination of federal and state funds. "Project" is defined under Terms of Agreement, paragraph 1 of this Agreement. Transportation Enhancement funds for this Project are limited to $1,239,816.46.

7. The Stewardship and Oversight Agreement On Project Assumption and Program Oversight By and Between Federal Highway Administration, Oregon Division and the State of Oregon Department of Transportation ("Stewardship Agreement") documents the roles and responsibilities of the State with respect to project approvals and responsibilities regarding delivery of the Federal Aid Highway Program. This includes the State's oversight and reporting requirements related to locally administered projects. The provisions of that agreement are hereby incorporated and included by reference.

e. **TERMS OF AGREEMENT, Paragraphs 1 and 2, Pages 1 and 2, which read:**

1. Under said provisions, State and Agency agree to design and construct pedestrian walkway and landscape improvements along OR 99W between 1st Street and Parks Drive. The improvements include, but are not limited to:

   a. Construct new sidewalks, including curbs, Americans with Disabilities Act (ADA) ramps, and a landscape buffer.

   b. Replace existing sidewalk segments that are in poor repair.

   c. Improve crosswalks.

   d. Install street lighting and landscape.

   e. Construct storm water facilities.

   Said improvements shall hereinafter be referred to as "Project." The location of the Project is approximately as shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof. The Project scope and schedule, progress report requirements, and Project Change Request process are described in "Exhibit B," attached hereto and by this reference made a part hereof. Agency agrees to the conditions set forth in Exhibit B.

2. The Project will be conducted as a part of the Transportation Enhancement Program under Title 23, United States Code, which incorporated SAFETEA-LU. The total Project cost is estimated at $1,728,200, which is subject to change. The Enhancement Funds are estimated at $1,551,000 with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds. Agency may satisfy up to $18,000 of the required match through State-approved credit for Transportation Enhancement-eligible Project elements completed in advance under a separate construction contract using Agency funds. The Enhancement Funds will be used for all phases of the Project.

a. Agency must obtain approval from State's Transportation Enhancement Program Manager for any additional funds beyond the amount in Paragraph number 2 above. For additional Enhancement Funds up to a total of $1,701,000 ($150,000 over the $1,551,000 estimated Enhancement funding). Agency's matching share will be 10.27 percent of Enhancement-eligible costs. For any approved Enhancement Funds above $1,701,000 Agency's matching share will be fifty (50) percent of the Enhancement eligible costs.

b. Agency is not guaranteed the use of unspent funds for a particular phase of work. State will not release funds from any authorized phase of work for use on a subsequent phase unless specifically requested by Agency before obligating funds on the subsequent phase.

Shall be deleted in their entirety and replaced with the following:

1. Under such authority, Agency and State agree to State delivering the OR 99W: 1st Street to Park Drive project on behalf of Agency, hereinafter referred to as "Project." The Project includes the construction of new sidewalks and curbs; American with Disabilities Act (ADA) ramps; replacement of existing sidewalk segments that are in poor repair; crosswalks; pedestrian signals; Rapid Rectangular Flashing Beacon signals (RRFB); street lighting (both ornamental and illumination); landscape; storm water components (including drainage and water treatment facilities); and reconstructing OR 99W. The location of the Project is approximately as shown on the map attached hereto, marked "Revised Exhibit A," and by this reference made a part hereof.

2. The total Project cost is estimated at $15,014,000.00, which is subject to change. Federal funds allocated to Agency shall be limited to $1,239,816.46. Agency shall be responsible for the 10.27 percent match (equaling $141,902.54) for all eligible costs. Agency shall also be responsible for providing $214,061.00 in Agency funds toward Project construction costs. State shall be responsible for all remaining costs, any non-participating costs, and all costs in excess of the federal or state funds. Any unused federal or state funds will be retained by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.

f. **TERMS OF AGREEMENT, Paragraphs 4, 6 and 7, shall be deleted in their entirety and shall be identified as RESERVED.**

g. **TERMS OF AGREEMENT, Paragraph 5, Page 3, which reads:**

5. The term of this Agreement will begin on the date all required signatures are obtained and will terminate on completion of the Project and final payment or

ten (10) calendar years following the date all required signatures are obtained, whichever is sooner. The attached Special Provisions may contain additional termination conditions.

Shall be deleted in its entirety and replaced with the following:

5. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or December 31, 2026, whichever is sooner.

h. **TERMS OF AGREEMENT, Paragraphs 11 and 12, Page 4, which reads:**

11. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2.

12. Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount will be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

Shall be deleted in their entirety and replaced with the following:

11. The Special and Standard Provisions, attached hereto, marked Revised Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Revised Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Revised Attachment 1 shall control over Revised Attachment 2.

12. Agency shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for

expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

i. **TERMS OF AGREEMENT, Paragraph 14, Page 4, which reads:**

14. State's Project Manager for this Project is Tony Snyder, Project Manager, ODOT, Region 2, Area 3, 885 Airport Road SE, Building Y, Salem Oregon 97301-5857, phone: (503) 986-2692; email: tony.r.snyder@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Shall be deleted in their entirety and replaced with the following:

14. State's Contract Administrator for this Agreement is Alvin Shoblom, Consultant Project Manager, ODOT Region 2, Area 3, 455 Airport Road SE, Building B, Salem, Oregon 97301; phone: (503) 986-2874; email: alvin.shoblom@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

j. **TERMS OF AGREEMENT, Paragraph 17, Page 5, which reads:**

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

Shall be deleted in its entirety and replaced with the following:

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

provision. Notwithstanding this provision, the Parties may enter into a Right of Way Services Agreement in furtherance of the Project.

k. **Insert new TERMS OF AGREEMENT, Paragraphs 18 through 27, to read as follows:**

18. State and Agency agree that State will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.

19. Federal funds under this Agreement are provided under Title 23, United States Code.

20. With the exception of Americans with Disabilities Act of 1990 (ADA) related design standards and exceptions, State shall consult with Agency on Project decisions that impact Total Project Cost involving the application of design standards, design exceptions, risks, schedule, and preliminary engineering charges, for work performed on roadways under local jurisdiction. State will allow Agency to participate in regular meetings and will use all reasonable efforts to obtain Agency's concurrence on plans. State shall consult with Agency prior to making changes to Project scope, schedule, or budget. However, State may award a construction contract at ten percent (10%) over engineer's estimate without prior approval of Agency.

21. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.

22. Information required by 2 Code of Federal Regulations (CFR) 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by ODOT to Agency with the Notice to Proceed.

23. **Americans with Disabilities Act Compliance**:

    a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:

        i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;

        ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using

the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;

iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx; and

b. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:

i. Pedestrian access is maintained as required by the ADA,

ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,

iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,

iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and

v. Applicable permitting and regulatory actions are consistent with ADA requirements.

c. Maintenance obligations in this section shall survive termination of this Agreement.

24. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but limited to the clauses in 46

CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.

25. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.

26. Through this Agreement, Agency grants State an irrevocable permit to temporarily occupy Agency's real property in the Project area, as shown in Exhibit B, to stage and construct the Project, for the duration of the Project construction period. The State's temporary use of Agency's real property shall not prevent Agency's use of the real property provided that the Agency's use does not interfere with the rights granted to State in this Agreement. The State's temporary use of the Agency's real property shall not result in the construction of any permanent features on the Agency's real property, and the State shall return the Agency's real property to a condition as good or better than the condition of the real property prior to this permit. If Agency regulations require Agency to issue a separate permit to the State, Agency shall issue the described irrevocable permit within ten (10) days after the effective date of this Agreement.

27. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

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

This Project is in the 2018-2021 Statewide Transportation Improvement Program, (Key No. 17882) that was adopted by the Oregon Transportation Commission on July 20, 2017

CITY OF DUNDEE, by and through its elected officials

By _____
City Administrator

Date _____

LEGAL REVIEW APPROVAL (If required in Agency's process)

By _____
City Legal Counsel

Date _____

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

State Contact:
Alvin Shoblom, Consultant Project Manager
ODOT Region 2, Area 3
455 Airport Road SE, Bldg. B
Salem, OR 97301
Phone: (503) 986-2874
Email: alvin.shoblom@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
State Traffic/Roadway Engineer

Date _____

By _____
Region 2 Manager

Date _____

By _____
Region 2 Project Delivery Manager

Date _____

By _____
Area 3 Manager

Date _____

By _____
Region 2 Electrical Manager

Date _____

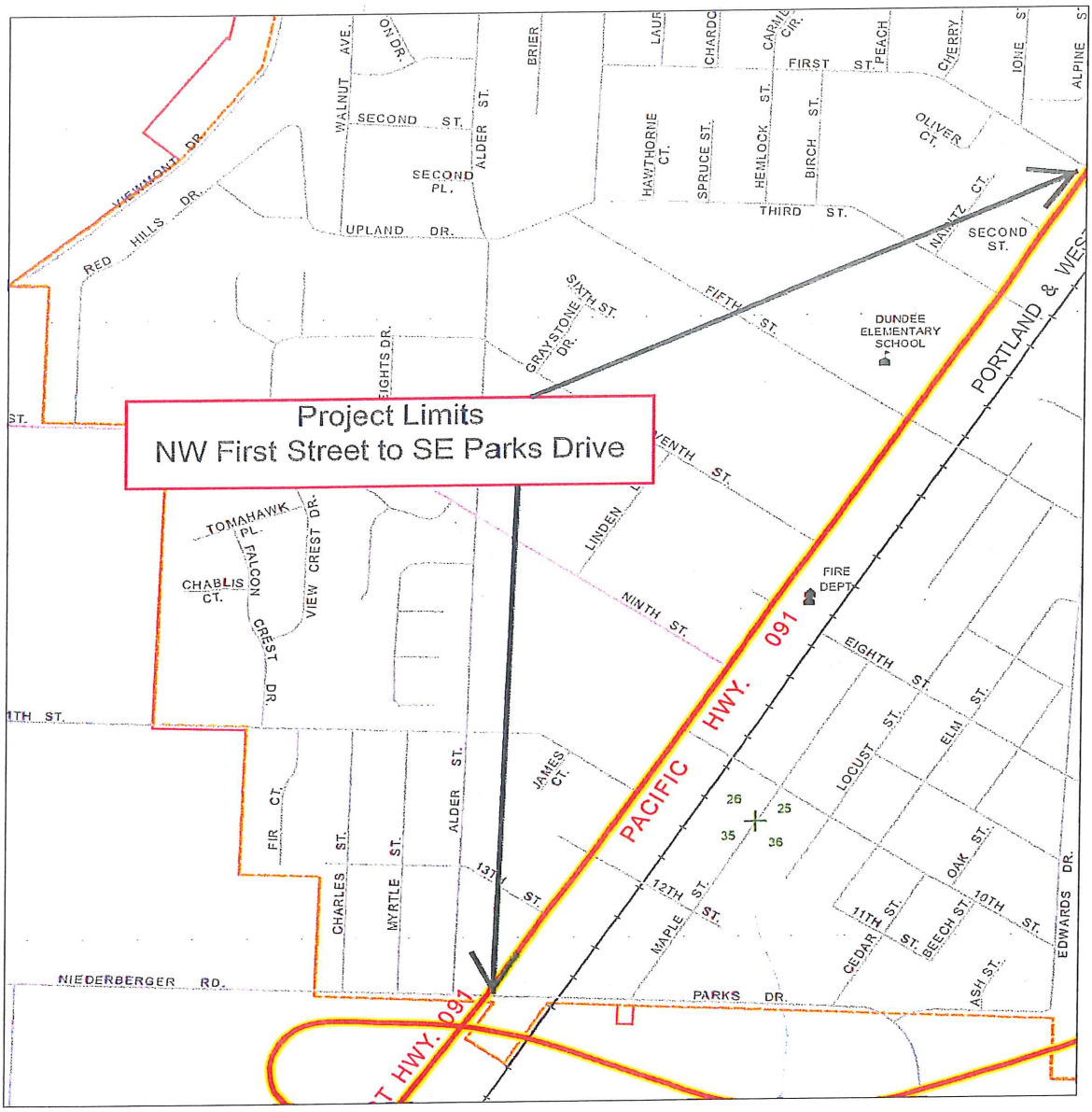
APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

REVISED EXHIBIT A – Project Location Map

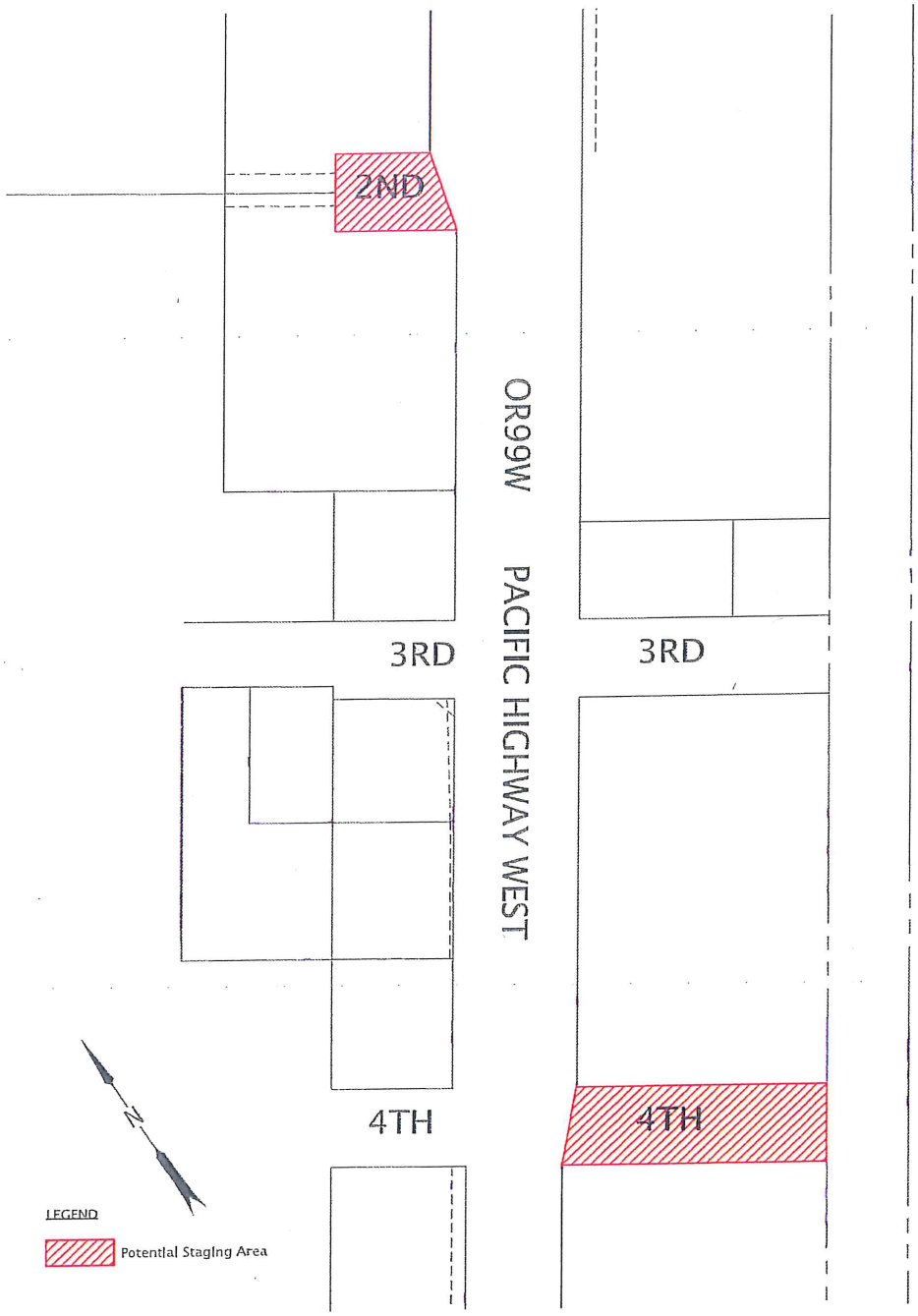
OR 99W: 1st Street to Parks Drive Sidewalk/Streetscape (Dundee)



Crosswalk locations:

1. OR99W at 1st Street (includes an RRFB)
2. OR 99W at 7th Street (includes a pedestrian refuge island)
3. OR 99W at 9th Street
4. OR 99W at 11th Street
5. OR 99W: mid-block RRFB between Niederberger Road and 13th Street

EXHIBIT B – Project Staging Location Map



REVISED ATTACHMENT NO. 1
SPECIAL PROVISIONS

1. State or its consultant shall conduct all work components necessary to complete the Project, except for those responsibilities specifically assigned to Agency in this Agreement.

   a. State or its consultant shall conduct preliminary engineering and design work required to produce final plans, specifications, and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; acquire necessary right of way and easements; and arrange for all utility relocations and adjustments.

   b. State will advertise, bid, and award the construction contract. Upon State's award of the construction contract, a consultant hired and overseen by the State shall be responsible for contract administration and construction engineering and inspection, including all required materials testing and quality documentation. State shall make all contractor payments.

   c. State will perform project management and oversight activities throughout the duration of the Project. The cost of such activities will be billed to the Project.

2. State and Agency agree that the useful life of the Project is defined as twenty (20) years.

3. State shall retain the maintenance responsibility for the highway surface from the face of the curb to the face of the curb.

4. Agency shall, with its own forces and at its own expense, maintain all sidewalks, curbs, landscaping, RRFB signals and signs (including any electrical costs), street lighting (ornamental and illumination attached to the RRFBs) with associated electrical costs, crosswalk striping, pedestrian island refuge at 7th Street, and storm water components (including drainage and water treatment facilities) installed as part of this Agreement. If Agency fails to maintain the marked crosswalks or they become a safety problem, State may remove them or bring them up to standard at the expense of Agency.

5. For the ornamental and illumination lighting, and RRFB signals installed as part of this Project, Agency shall have the power company send bills directly to Agency.

6. Agency shall notify State 48 hours before performing maintenance on state right of way and shall follow the Oregon Temporary Traffic Control Handbook for pedestrian and traffic control.

7. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.

REVISED ATTACHMENT NO. 2

FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.

2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.

3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.

4. Agency may perform only those elements of the Project identified in the special provisions.

PROJECT FUNDING REQUEST

5. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, its consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

6. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or vendor, using the criteria in 2 CFR 200.330.

7. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched

federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines Manual that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.

8. Agency's estimated share and advance deposit.

   a. Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.

   b. Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid, must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.

   c. Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.

9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.

10. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.

11. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:

    a. Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the

federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

b. Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

12. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.

13. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the final total cost of the Project has been computed, State shall furnish Agency with an itemized statement. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total cost of the Project. Any portion of deposits made in excess of the final total cost of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the final total cost of the Project.

DESIGN STANDARDS

14. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or its consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version), or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or its consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.

15. Agency agrees that if the Project is on the Oregon State Highway System or a State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.

16. State and Agency agree that for all projects on the Oregon State Highway System or a State-owned facility, any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agrees that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design

exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval. FHWA shall review any design exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.

17. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or its consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.

18. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

PRELIMINARY & CONSTRUCTION ENGINEERING

19. Preliminary engineering and construction engineering may be performed by either a) State, or b) a State-approved consultant. Engineering work will be monitored by State to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, or b) a State-approved consultant. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall offer Agency the opportunity to review the documents prior to advertising for bids.

20. Architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects must follow the State's processes to ensure federal reimbursement. State will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 137-048-0130, OAR 137-048-0220(4), OAR 137-048-0260 and State Personal Services Contracting Procedures, as applicable and as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the state approved consultant prior to receiving authorization from State to proceed.

21. The State or its consultant responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.

22. State shall prepare construction contract and bidding documents, advertise for bid proposals, and award all construction contracts.

23. Upon State's award of a construction contract, State shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.

24. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) OBLIGATIONS

25. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

    "The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."

26. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.

27. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

RIGHT OF WAY

28. Right of Way activities shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24. State, at Project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.

29. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or its consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.

30. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be initiated by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting

the obligation of project funding from FHWA. State, at Project expense, shall be responsible for coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Liaison, who will forward the request to State's Region Right of Way office on all projects. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.

31. State or its consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.

32. State and Agency grant each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

33. State shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others.

UTILITIES

34. State, its consultant, and Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State, the consultant or Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

35. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.

36. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.

37. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

38. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

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

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

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

ALTERNATIVE DISPUTE RESOLUTION

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

WORKERS' COMPENSATION COVERAGE

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

LOBBYING RESTRICTIONS – pursuant to Form FHWA-1273, Required Contract Provisions

44. Agency certifies by signing the Project Agreement that:

    a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

    b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

    c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

    d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.

    e. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.