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.

FEBRUARY 19, 2019 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. Consent Agenda: The following items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member (or a citizen through a Council member) so requests, in which case the item will be removed from the Consent Agenda and considered separately. If any item involves a potential conflict of interest, Council members should so note before adoption of the Consent Agenda.

5.1 City Council Minutes, February 5, 2019	Pages 1 - 14
5.2 OLCC Liquor License Application, Trellis Dundee LLC	Pages 15 - 26
Action Required: Motion to Accept the Consent Agenda	

6. Old Business:

6.1 Locust Street LID Assessments	Pages 27 - 30
Action Required	
6.2 2019 Street Maintenance Program	Pages 31 - 34
Discussion	
6.3 Ordinance No. 567-2019, Utility Discount Program	Pages 35 - 38
Action Required	
6.4 Utility Line Warranty Program	Pages 39 - 60
Action Required	
6.5 City Administrator Evaluation	Pages 61 - 62
Discussion	

7. New Business:

7.1 Department Head Hiring	Pages 63 - 64
Discussion	

8. Council Concerns & Committee Reports

9. Mayor's Report

10. City Administrator Report

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

12. Adjourn

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Pending Business:

1. Public Works
   - 1.1 Highway 99W Sidewalk/Streetscape
   - 1.2 Inflow & Infiltration Program

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

3. City Council
   - 3.1 Update SDC Methodologies
   - 3.2 LID 2013-01 Final Assessment Ordinance
   - 3.3 LID 2016-01 Final Assessment Ordinance
   - 3.4 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. 567-2020
   - 5.2 Resolution No. 2019-01

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
February 5, 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 Storr Nelson, Jeannette Adlong, Kristen Svicarovich, Patrick Kelly and Ted Crawford. Staff members: Rob Daykin, City Administrator; Tim Ramis, City Attorney; Melissa Lemen, Administrative Assistant; and John Stock, Fire Chief.

Public Attendance
Elizabeth & Jerry Seeberger, 18145 NE Fairview Drive; Jesse Nemec, JT Smith Companies; Janis Sander; John Kester; Michelle Cannon; Tom Schaad; B. Hoss; Andrea Babb; and Bill Coffey, NLC Service Line Program.

Agenda Changes
None.

Public Comment
Elizabeth Seeberger reminded Council that she is from the Dundee Worden Hill neighborhood group, who are presently involved in trying to limit the size of Ste. Michele Winery Tasting Room. She provided an update and explained that their neighborhood organization had made the decision to go to LUBA. She discussed that on January 30, 2019 the County asked for an extension from LUBA to consider what they wanted to do moving forward; Ste. Michele had requested the County to withdraw their approval. Seeberger explained that it is her understanding that Ste. Michele would like to cut out approximately 5,000 square feet out of the proposed 32,000 square foot building, meet with the neighbors, and also discuss the road issues that would be a concern with an expansion. She discussed that she is hopeful that the City of Dundee is still interested in the traffic congestion that a facility of this size would create on Ninth Street and Highway 99W and also at the Ninth and Alder Street intersection. Seeberger explained that they have hired their own traffic study engineer; he reviewed and found issue with the traffic study information provided on the evening of the last hearing on December 5, 2018. She discussed that their neighborhood association is moving forward and believe that they have 90 days for an extension. She asked that the City of Dundee take advantage of those 90 days and continue to join with them voicing concerns about the influx of traffic; they would like to work with the City. M. Russ reviewed that the City has tried to offer support as they can and will continue to assist, if possible.

Jesse Nemec, JT Smith Companies, introduced himself and indicated that they are developing the property at Seventh and Alder Streets. He explained that he is not happy to be at the meeting this evening but indicated that his company felt strongly that the City is aware of some frustrations they've been experiencing while trying to do business in the City of Dundee, particularly with City Engineer Reid. Nemec discussed that a pattern of non-response to communication has developed between their company and C.E. Reid, whether to emails or phone calls. He explained that even when he resorted to text messaging this was only effective on a couple of occasions and then no response was received. Nemec explained that he had to pull C.A. Daykin from a meeting

recently to discuss pressing issues regarding their project. Following his conversation with C.A. Daykin, C.E. Reid immediately called him back within the hour at which point in time he requested additional information; materials that had already been provided to him which were apparently lost. Nemec expressed frustration that he has tried to reach out to C.E. Reid a number of times since then to try to find out if he's found these documents that they had sent to the City; they need to know if tests need to be redone or whether they are still under review. Nemec explained that they are working on a project and he is trying to get to a point where he can record a subdivision plat. He reviewed that they are working on a 12 lot subdivision worth approximately $11 million including all of the homes; six of the homes are "sold". Nemec pointed out that he cannot enter into a contract with the interested parties because he doesn't have legal lots of record. He explained that they are substantially complete with the subdivision and are waiting on a couple of last few things. He indicated that they have a punch list and noted that the project is 100% bonded. Nemec emphasized that he needs to get the project moving and he's in a situation where he cannot move it forward because he cannot get the answers he needs.

M. Russ expressed appreciation for Nemec sharing his concerns tonight. C.A. Daykin explained that last week when the City followed up on the recent communication there were a number of items that were yet to be completed. He discussed that one of the big hold backs is the fact that Frontier Communications has been very late in following through with removal of the large cable; there is a still a telephone pole in the street which still needs to be completed, both curb and completion in the street. C.A. Daykin discussed that there are a number of punch list items, including voids that were created by one of the communication franchises that bored a hole underneath the new street and created two places where there are now cavities in the street which need to be refilled. He explained that he is not involved in all of the details to know what all of the other items were. He reviewed the discussion he had with C.E. Reid last week; the Frontier Communications issue is understandably frustrating. C.A. Daykin indicated that he had the impression from C.E. Reid that he was going to communicate that sometime early this week the City would be in a position to be able to sign depending upon whatever information was lacking which was previously provided.

M. Russ inquired as to what Nemec's position and needs are at this time with regard to the project. Nemec explained that the project is substantially complete. There is a pole that needs to get pulled by Frontier Communications though there is nothing he can do to remedy that; he has been told by Frontier on a weekly basis that the pole will be removed thought it hasn't happened yet. Nemec explained that the last couple of items that need completed cannot be done until Frontier pulls their pole out and then they can patch the rest of the concrete in. C.A. Daykin discussed that at this point he will reach out to C.E. Reid and bring this communication to his attention, and will hope to get things resolved in a timely manner. Nemec discussed that his biggest concern is in keeping the project moving forward and getting the plat recorded; he indicated that he is about to get into a point where they will be financially damaged due to the delay.

C.A. Daykin explained that he was under the impression that C.E. Reid had required a separate agreement regarding the completion of the sidewalks. Nemec explained that the first time that he and C.E. Reid had a conversation about the sidewalks was on the project site approximately 3 months ago where he discussed this requirement. Nemec discussed the information he provided to C.E. Reid at that time though Reid indicated that he hadn't been satisfied with the bond amount due to the potential prevailing wage costs the City would incur if they had to complete that work. Nemec expressed frustration that he still has not been provided with the information C.E. Reid had indicated he would provide with regard to the bond amount. C. Svicarovich inquired about the ADA ramps and Nemec explained that they will go in with the flat work which will occur with the last 18 foot section of curb once the pole is removed; the work to be completed was

discussed in detail. Nemec offered that the most recent information provided by Frontier Communications was that they have two fiber mains that they have to splice which must be done at night.

Tom Schaad offered comment with regard to the house on the Jan Sander Property and the Parks Committee recommendations. He reminded Council to take into consideration that the word "library" was not included on the Parks Survey, and wanted them to consider how the recommendation report might be different if a library option would have been provided. He pointed out that CPRD had said to the Parks Advisory Committee that they would consider working with them on whatever amenities they desired for the property with no limits set.

Consent Agenda

A motion was made and seconded to approve Consent Agenda item 5.1 City Council Minutes, January 15, 2019, Item 5.2 Financial Report Ending December 31, 2018, and Item 5.3 Dundee Urban Renewal Agency FY 2017-18 Annual Report. **The motion** passed unanimously.

Old Business

Jan Sander Property – Parks Committee Recommendations

C. Adlong reviewed that the Parks Advisory Committee met a couple of times to discuss the results of the Parks Survey. She indicated that at the most recent meeting on January 9, 2019 the Committee formulated a preliminary recommendation for the Sander property. A Powerpoint presentation was provided. C. Adlong reviewed the guidelines the Committee established for evaluating the options for the Jan Sander property. She discussed that the Committee took into consideration the foundational planning documents that the City has towards parks. She reviewed that in 2008 a formal parks plan was developed for Dundee. She noted that this plan was paid for 50% by CPRD. CPRD participated in the development of the Plan with the City and the Plan was adopted formally by the City Council and is part of the Comprehensive Plan now. C. Adlong discussed that the Transportation System Plan is another important document that must be taken into consideration. She discussed that the property owners adjacent to the Sander property, in the area where a street is indicated to go through the property, expressed frustration of a street going through the area. The exact street connections were located on the map provided in the Powerpoint presentation and discussed in detail. With regard to the potential connection piece between the Sander property and the post office, between Sixth Street and Seventh Street there are approximately six houses present which would be impacted in order to put a street in that location. C. Adlong discussed that it almost seems more logical put place a street on the east side of the post office property where the pathway connection is presently. She asked Council to consider whether they felt that a street would be needed in this area at all and, if so, is that the proper location for a street.

C. Adlong provided a detailed map of the Jan Sander Property and the nearby areas, including Billick Park. She reviewed the amenities present nearby at Billick Park and Dundee Elementary School. She pointed out that presently approximately 4 to 4.5 acres of the Sander property is covered by a hazelnut orchard, which will likely be removed fairly soon. C. Adlong discussed that the mostly strongly supported results of the survey were the Willamette River park and kayak facility and a bike and pedestrian trail from Dundee to Newberg. Additionally, she pointed out that a splash pad/water fountain concept was a very popular item desired somewhere in Dundee. Discussion ensued regarding other supported features. C. Adlong highlighted the popular active recreational and passive recreational highly supported features, including an all abilities playground and perimeter park trail. Additional discussion ensued. She discussed that many cultural activities were suggested for this area including an outdoor gathering space, a reading room, and a library (which was not included on the survey). C. Adlong explained that a library is not a normal function of a parks district and, following discussion with the Parks Committee, it

was not included on the survey though a reading room provided as a selection. She discussed that the survey provided questions about revenue generation due to the fact that it was one of the ideas raised up by CPRD. The idea of a dedicated venue was not highly supported; respondents seemed to desire to enjoy the property themselves and not necessarily be required to pay for it. There was not high support for the property to be developed strictly into a revenue generating type of venue, though the availability, though being able to rent spaces through CPRD could potentially be a possibility.

C. Adlong provided and discussed in detail the summary of Sander Park recommendations as provided by the Parks Advisory Committee. She discussed at length their thoughts regarding indoor and outdoor facilities. C. Adlong noted that the library option was discussed at a previous City Council meeting, and C.A. Daykin had explained some of the obstacles in creating a library on the Sander property. He explained that CPRD is not authorized under State law to operate a library though they can lease the property, presumably to the City who is authorized to operate what is called a "public library" under State law. C. Svicarovich recalled that the cost benefit ratio of Dundee residents paying the fee for membership to the Newberg Public Library seemed to make more sense than operating a library. C.A. Daykin informed that that there are a large number of Dundee residents who pay the fee to the City of Newberg for full access of the library; children have some access to the library for no charge. As defined under State law, in order to form a "public library" the City would have to organize and move forward with this; the problem with the City is that they would not be members of the Chemeketa circulation system because Dundee is not within that taxing district. Detailed discussion ensued with regard to Newberg's participation in that district and the fact that they are the third largest library in that system. Additional discussion ensued and C.A. Daykin noted that the idea is something that City Council could explore if they so desired. C.A. also shared that the library director in Newberg had suggested the more cost-effective approach of a "free little library" where there are donated materials available though no Staff maintained to curate the facility, a similar idea to a reading room. C. Nelson pointed out that even though the library option was not provided on the survey, the City has done due diligence since that time; it appears that there are some pretty substantial challenges, including financially, to become part of the Chemeketa district. C.A. Daykin reviewed in detail the results of the survey and additional discussion ensued with regard to the interest shown in a library facility. M. Russ voiced support of the reading room option and suggested that this option would require between 1-3 volunteers to maintain things.

C. Adlong discussed that the Parks Advisory Committee has made recommendations as well for improvements at Billick Park. Though the highly desired water feature option may not be a good fit for the Sander property, it was recommended that incorporating this into Billick Park may provide a better option. Detailed discussion ensued. Due to the large interest in an all abilities playground at the Sander property, and given the fact that there is already a playground present across the street at Billick Park, the Committee is recommending CPRD make improvements to the already established playground area at Billick Park. C. Adlong discussed the difficulty in making recommendations as no parameters have been provided by CPRD with regard to what resources and funding are available. Discussion ensued.

C.A. Daykin discussed that in order to develop the Sander property from a farm use to a park there is a land use process to go through to get Planning Commission approval of a facility plan. Due to the size of the property there is a two-step process which involves a notification which goes to all residents to participate in what they would like to see, though it is his belief that this requirement has already been accomplished. He discussed that the next phase would be for CPRD to prepare the facility plan as a land use application that would go to the Planning Commission; the Planning Commission would then be the deciding body on the approval of that plan. With regard to the TSP, C.A. Daykin discussed that some of those who live near the

vicinity of the Graystone area, were questioning the need for an extension of the street to Fifth Street. He discussed that they explained to them that this an element of the City's Comp Plan and is going to be required when that property is developed for connectivity and circulation for the general pedestrian and motoring public. Additionally, he explained that one aspect to development of the property is that there are requirements in the Development Code that would likely have conditions of approval for a number of things, not only construction of any required streets, but Fifth Street would have to be widened, sidewalks installed, the overhead wires would need to be placed underground and the water main that's along that frontage would need to be upsized. He also discussed that improvements would be required for storm water and storm water detention as well as treatment too. He pointed out that there are many costs just for the public infrastructure improvements no matter what that property will be used for when it's developed. C.A. Daykin suggested that, depending on the use being brought forward, consideration from the Urban Renewal Agency about potentially using urban renewal resources to help facilitate those public improvements be considered.

M. Russ inquired about if the park were to be developed in phases, and the first phase is the utilization of amenities already present, would this trigger the development necessary of the infrastructure improvements. C.A. Daykin indicated that he would assume it would trigger those things though C. Svicarovich discussed the proportionality component of site improvements. M. Russ suggested that initially likely only additional parking would be needed from it is now to becoming more functional. C. Svicarovich discussed the effects of a new impervious surface parking lot and the ripple effect that would follow.

C.A. Daykin reference the map of the Sander property and surrounding area. He discussed that the Committee felt it important not to duplicate facilities already present at Billick Park. He discussed that a lot of the property is orchard, with the barn and the house at the east end near the post office. C.A. Daykin asserted that the approximate 3 acres with the existing facilities (not including the orchard) is more than an adequate amount of land with the type of amenities discussed. He pointed out that in the Comprehensive Plan there was never a need identified for another passive park across the street from an existing passive park. He inquired as to whether Council would consider recommending to CPRD to surplus the orchard acreage and allow it to be developed for housing; those resources could then be put into other needs, either development of the amenities for the Jan Sander Park or the improvements discussed for Billick Park, or even acquiring new park land that is desired according to the Park Master Plan along the riverfront. C.A. Daykin pointed out that a lot of CPRD resources were used to acquire the orchard property, but it was never identified in the City Park Plan as something that was desired. He explained the importance of having this discussion prior to meeting with CPRD. C. Nelson discussed that he is not in favor of breaking up a large valuable piece of property, though it may seem to make a lot of sense financially; there have been many great ideas suggested for use of the space. C.A. Daykin explained that what has been discussed is that it would be nice if there were more affordable houses in that area that would be closer to the park and able to take advantage of the amenities. He also pointed out that at this time Billick Park is not maintained in an optimal manner; would the new park across the street also maintained in that same manner? C. Nelson pointed out that the Sander property was presented to the City for this use and discussed that it is his belief that the whole intent is to have something different than Billick Park such as pathways and beautiful features and possibly a natural water feature. C. Adlong discussed that the TSP calls for a street to go through the top part of the park which might be a good place to cut of the park; the cut off portion could offer good potential for development. The exact location of the street connection was discussed in detail. C. Nelson offered some history with regard to the desire of a street connecting Fifth and Seventh Street and voiced support of one of the two connections. Additional discussion ensued and C.A. Daykin pointed out that there are limited resources for developing and maintaining parks and suggested Council consider whether this is

the location where they desire to see the development of a new park in Dundee. M. Russ offered his thoughts and discussed the different sides of the issue as well as the complexities; if a potential development brought in $1 million that could then be put towards a riverside park development it could be something beyond what was envisioned and a huge asset for Dundee. C. Svicarovich pointed out those nearby homes are situated on larger lots which already provide access to open spaces, and indicated that she does see the value in having higher residential housing next to park space. C. Crawford discussed that the history of CPRD isn't really strong with regard to park maintenance. C. Crawford voiced support of the City gaining park access on the river, if possible, and reestablishing the kayak facility; CPRD would need to agree with that. He also offered support that it may be a better use of funding to upgrade all of the current facilities rather than purchasing new property. C.A. Daykin pointed out that eliminating the orchard property wouldn't totally degrade the use of the Sander property amenities; there is a lot of property present for facilities.

C. Svicarovich raised the topic of Dundee Elementary school and its plans for the future, especially with regard to potential impacts to the Billick Park we know today. C.A. Daykin noted that this is a very complicated issue. He explained that when the park was developed, the lower section of the park (which is owned by the school district) was leased between CPRD and the school district. When CPRD went after a Federal grant to develop the park, the grant required that those improvements remain in perpetuity. There is a conversion process which can be gone through which requires State officials to review and approve removing park facilities funded by the federal grant and replacing it with facilities of equal value. Additional detailed discussion regarding the process was provided. C.A. Daykin confirmed that the number one priority for the school district appears to be replacement of the Dundee Elementary School. One of their interests is in not having the school located so near to the highway; how this would be accommodated is not yet known. Discussion ensued regarding potential future scenarios. Once a new permanent superintendent arrives and this topic addressed with their Board more answers will likely be known.

C. Weaver discussed that there has always been a problem with parking and commuter parking for the elementary school, especially when events are taking place at the school. He pointed out that the biggest hazard he's noted with the present elementary school is with regard to the safety of the commuting students in and out of the school. C. Weaver suggested that this topic will be continue to be of importance, especially as new or improved facilities are located in the area and draw more people.

C. Svicarovich discussed that she is aware that CPRD is also going through a similar type of park visioning process for another parcel of land that is in Newberg right now. She inquired as to whether or not the process by which they have gone through is similar to what Dundee has experienced, and whether there is anything that CPRD would have done as part of that process that Dundee has not done. What will CPRD with the information once Dundee provides it to them? C.A. Daykin discussed that CPRD is going through a robust process right now with regard to the 360 acre parcel on Parrett Mountain. He voiced his belief that a lot of good information was provided by the community with regard to the Sander property, and that a future land use process with additional opportunities for input is part of the process to come. Discussion ensued with regard to the meeting with CPRD on February 9, 2019, and the importance of Council sharing their basic recommendations with regard to the property at that time. He pointed out that it is CPRD's property and they will need to develop a facility plan to be brought through the land use process. C.A. Daykin explained that C. Adlong will be providing a Powerpoint presentation about the Sander property as well as existing amenities which need to be improved.

C.A. Ramis explained that TSP's are ever changing and a work in progress, and there is the ability to amend them when necessary. He also explained that when a particular facility is taken out, does it somehow change the impact on the rest of the system in a way that's significant and should be considered. C.A. Ramis offered that another way of approaching the issue would be to complete it in phases. Additional lengthy discussion ensued. The consensus of Council was that there is no need to readdress the TSP on this issue and it will be dealt with as development takes place in the area.

John Kester voiced comment from the audience that he doesn't see the value in the streets for connectivity given the volume of traffic he has seen in the area

Discussion ensued about the issue of the orchard property which would not be needed to support facilities to consider recapturing that tax asset for repurposing in other park improvements in Dundee. C. Adlong supports a portion of the property being used for a street with homes on either side; this would leave approximately 4-5 acres of property for a nice park. Discussion ensued and M. Russ indicated that he liked the idea of developing a higher density end and potentially gaining property elsewhere. He voiced the importance of the higher density housing being apartments which are not available in Dundee now. Presently the zoning was noted to be R-1. C.A. Daykin explained that if it were changed to R-3 then the Comp Plan Map would need to be changed as well as the Zoning Map. Detailed discussion ensued with regard to potential scenarios moving forward with the desire to place high density housing in this area. C. Svicarovich voiced support of high density housing near park areas, and noted that the discussed seems logical, though she would look to CPRD to let Council know how much space is needed for the facilities desired at the Sander property. She recommended waiting to see if it is determined that excess space is available which would lend itself to a conversation at that time. C. Nelson expressed concern about approaching CPRD with this idea and it leading to a larger than desired area of development. C. Adlong pointed out that the improvements will cost CPRD a large amount of money, as would it to maintain a park of that size. C.A. Daykin suggested that urban renewal funds could be used to participate in costs of development if things are done which are a good fit for the community. The consensus of Council was to provide general recommendations as discussed and wait to see what the response is from CPRD with regard to the property and funding availability, as well as their vision for the property.

City Utility Discount Program Review

C.A. Daykin reviewed the information provided in his agenda report on page 43. Discussion ensued and M. Russ suggested that if a change is made today it could then be reviewed again in the future; C.A. Daykin discussed that the poverty guidelines are updated yearly. C. Crawford noted that the costs on the utility bill represent the costs to operate the system; providing discounts to someone means that the rest of the citizens are paying for it.

C.A. Daykin pointed out that at this time the program is not limited to senior citizens, whose restricted income is unlikely to change from year to year. He discussed one potential concern could be with regard to those who qualify and are on unemployment; the City is relying on them to disclose once they are gainfully employed again as the application process is done annually. C. Kelly suggested that providing a dual track with age criteria might be one option. C.A. Daykin discussed that some communities do provide for this and the City of Dundee used to also. M. Russ discussed the complexities of someone who might be of a lower age but also on disability; their criteria is also unlikely to change from year to year. C. Crawford suggested that seniors and those on disability could fall into the same group. C.A. Daykin suggested that administratively it would be much easier to increase the 150% to a different factor and monitor it; if abuse is suspected it could be reported back to Council. The consensus of Council was to increase the limit to 165% of the poverty guidelines.

With regard to Linda McGougan, C.A. Daykin explained that she has not been on the program since she was no longer eligible July 1, 2018. He discussed that she had apparently been hospitalized and did not make her concerns known to the City until the January 15th City Council meeting; there were 6 months when she could have been on the program if the new adjustment was in place. The consensus of Council was to make the change from this point moving forward as opposed to it being retroactive.

ESCI Proposal – Dundee Fire Department Study

The costs of the ESCI proposal were discussed at length and concerns were expressed by Council members with regard to the scope of the study. C.A. Daykin explained that with regard to the 2019 proposal, he and Chief Stock had in-depth discussions with the consultant over the phone on a variety of issues. It is his belief that parameters of the study seem to be the logical information to review at this time; it will help the Department define their staffing requirements both today and as future population growth occurs. He pointed out that included in the study will be a review of the volunteer program and whether there are strategies or changes that could be made to retain volunteers. C.A. Daykin also discussed that ESCI will also be discussing the possibility of shared resources with other entities. He voiced support of completing this body of work so there is a better understanding of the Department needs before having a discussion with another agency, if those discussions indeed will be had. Once the study is complete, C.A. Daykin discussed that the City will be provided with a series of recommendations that may require further exploration.

C. Svicarovich asked Chief Stock his opinion with regard to the scope of work provided with the proposed study, and whether this meets his expectations. Chief Stock voiced his surprise of the costs associated with the proposed study, though he indicated that he has not reviewed it in-depth. He acknowledged that something needs to be done moving forward and that at least some of the proposed study, if not all, of the information does need to be evaluated. Chief Stock discussed that he does have data on-hand already with regard to call scrutiny; this is something the Department has strived to do well and is consistently improving on.

M. Russ discussed that the information he feels is important to gather is with regard to the resources needed moving forward with the expansion of the City. He pointed out that this information could then be used to help guide decisions with regard to potentially moving into another district or share equipment, etc. Chief Stock voiced his belief that the information in the Study seems adequate to move forward with some of the decisions regarding the Department. He also voiced support that Fire Department could potentially be sustainable moving forward with a few minor changes. C. Svicarovich discussed that her concern stemmed from the large amount of data requested which Staff would need to provide prior to the analysis. She supported a detailed review of the scope and potentially cut out things which may not be serving the City well. Discussion ensued and concern expressed about potentially removing Task II-D: Service Delivery & Performance from the proposal; C.A. Daykin explained that this was discussed with the consultant and they pointed out that the study done in 2006 is old information and no longer relevant. Though C.A. Daykin informed that the consultant had agreed to make himself available by phone call during the meeting tonight, Council did not feel it was necessary to contact him. Though it is not Council's desire to substantially alter the project, it was the consensus of Council to have the scope of the study reviewed in detail in an attempt to reduce the cost. Detailed discussion ensued and C. Svicarovich pointed out that the City is already paying the COG to provide the City's GIS information, and they could likely produce any sort of mapping that would be needed. C.A. Daykin discussed that ESCI is a preeminent firm; they are an international consulting group and there are no comparable firms in the Northwest region to complete this sort of evaluation.

Tourism Committee Appointment

A motion was made and seconded to appoint Tracy Smith to complete the unexpired term ending December 31, 2019. **The motion** passed unanimously.

New Business

Utility Line Warranty Program

Bill Coffey, NLC Service Line Warranty, provided a Powerpoint presentation for Council. He informed that they have been in business since 2003 and their partnership with the National League of Cities began in 2010. He discussed the program benefits and noted that for residential lateral lines for the water line and sewer lines are typically not handled by homeowners insurance policies and definitely not handled by the City. Coffey discussed that there is no cost for the City to participate in the program; they look after the marketing, the claims management, lining up the local area plumbers to do the work, and they also take care of the call center. He briefly discussed the Royalty program though noted that only approximately one-third of the cities across the Northwest participate in that option. Coffey explained that information is provided to home owners by a direct mail piece which also educates them about their lateral line responsibilities; three letters go out each year with a reminder two weeks later, though nothing is mailed out without the City approving it first. He discussed the call center operations in detail and the process by which customer calls and repairs are handled.

Sewer/septic lateral coverage as well as water/well line coverage were discussed in detail. Coffey pointed out that their programs are optional and voluntary for the home owner, and they can cancel at any time. C. Svicarovich inquired about potential preexisting issues and Coffey explained that NLC Service Line Warranty does not exclude for preexisting conditions even if that were the case. He noted that while most repairs would likely cost less than the $8,500 coverage limit per repair incident, if costs were above that it would be the responsibility of the home owner to pay that difference.

Coffey discussed the interior plumbing and drainage coverage in detail. He discussed that there are multiple payment method options available for both programs, though most home owners opt to pay annually or monthly with a credit card. He reviewed their marketing approach in detail. Coffey explained the process by which the marketing materials they use would not be sent out without review and approval by the City; shortly before the first campaign/letter is sent out, they will work with the City and put together a press release so that the whole community will know that there is a program which has been approved by the City. Coffey discussed that the program requires the use of the City logo; the logo would appear on the envelope and on the letter, along with their logo. He discussed that, if approved, they will also have a presence on the City website where those who prefer to look online can obtain the information. Coffey explained that following claim, a survey is sent out to the customer so they can provide feedback. Program success statistics were discussed in detail and he noted that the program has been very strong and very well received. He discussed the sign-up process which can be done by mail, phone or online; there are Spanish translators available by phone. Coffey confirmed their presence now in 41 states.

C. Crawford inquired as to what the average percentage of utility customers within a City typically opt to sign up for their programs. Coffey discussed that the programs are available for single family households only and not available for commercial businesses, condos or apartment buildings. He indicated that after three years, typically 7-10% of households sign up for one of their programs. Coffee explained that they currently serve a little over 3.6 million customers in the U.S. He noted that there have been over 1.2 million claims in the last three years totally $394 million; infrastructure is getting older and there are claims. Coffey briefly discussed some of the

highlights of their four page agreement. He explained that it is a three-year agreement with one-year renewals after that and does require the use of the City logo.

C. Nelson inquired about the claim limit amounts and when the last time was that they were lifted or altered. Coffey explained that approximately 1.5 years ago those amounts were established at what they are today; details pertaining to that process were discussed. C. Nelson next inquired about how plumber rates are monitored and established. Coffey discussed that they vet the plumbers and place them a price point that everyone can live with; it provides additional business for plumbers locally. Discussion ensued and Coffey noted that they are talking with other local communities about the program as well, including the City of Lafayette in April. C. Kelly inquired about whether the coverage is transferrable when property changes ownership. Coffey explained that the new buyer would need to sign up themselves in order to participate in the program. C. Crawford inquired as to whether or not there is a discount offered for those who pay their premium annually in a one-time payment. Coffey discussed that there is a small discount offered for paying annually, an amount approaching 10%. Discussion ensued about the details of the Royalty Program. Pros and cons were discussed and Coffey pointed out that most Cities do not opt to participate in the program. Coffey discussed that their program is only available to home owners within Cities who have approved and sign up for the program; coverage is not offered outside of the NLC program. He informed that they received endorsement from the League of Oregon Cities for the whole state in 2018. C. Weaver inquired as to how the warranty program compliments home owners insurance. Coffey discussed that typically home owners policies don't cover the outside water and sewer lines, unless by rider or typically a high deductible. He encouraged Council to contact their insurance agents, if they so desire, to look into whether this coverage is available, and what costs, exclusions and terms would be.

C.A. Daykin inquired as to whether Coffey has been involved in cities which are actively pursuing investigation of inflow infiltration from the sewer system. He inquired about their policies pertaining to the repair of laterals which appear to be allowing ground water to enter them, if the City were to provide notice to those home owners. Discussion ensued and C.A. Daykin further explained that the discovery would be systematic; if a particular area or region had notably high flows the City may then follow up with an investigation which could potentially lead to an identified problem. Coffey recalled this concern from a previous conversation with C.A. Daykin and advised that he will double check on their coverage for that. He supported that with older infrastructure it is known that these types of problems do occur, though he will need to confirm coverage for such claims. Additional discussion ensued.

A **motion** was made and seconded to authorize the city administrator to execute the Marketing Agreement with Utility Service Partners Private Label, Inc. C. Svicarovich voiced that she would like to know the answer to the question pertaining to coverage for I&I issues. She acknowledged that there is an active I&I problem in the City which will continue to be pursued; if that is a conflict with coverage she expressed concern that this may not be a good fit for residents in Dundee. C. Nelson voiced support of this as well. **The motion** was amended to be contingent upon receiving an affirmative answer back from Bill Coffey/Utility Line Warranty Program with regard to the I&I question. C. Adlong discussed that she is opposed to this as she doesn't believe in pairing the City logo with a private company logo. C. Nelson and C. Kelly acknowledged C. Adlong's concern but voiced support of the voluntary program. C. Nelson voiced support of the City providing information stating that the program is not a requirement but is being offered as an opportunity to have coverage in a lower cost scenario; this could potentially be accomplished on the City website or potentially on utility mailings. C. Weaver inquired as to whether there are other similar companies to which Coffey indicated that they are the only nationwide company, though sometimes a local plumbing company may offer some type of program. Discussion ensued and C. Weaver voiced support of this as a protection for the community. C. Svicarovich

inquired about the retention rate amongst Cities to which Coffey discussed was high; discussion ensued. **The motion** passed with M. Russ, C. Weaver, C. Nelson, C. Svicarovich and C. Kelly voting in support; C. Adlong voting nay.

Council Concerns and Committee Reports

C. Crawford inquired about OLCC renewals and whether this is a yearly requirement. He noted that some Cities are electing to waive the fee. The renewal costs were noted and C.A. Daykin noted that he is unsure of what level of effort Staff makes in the collection of the annual fees. Discussion ensued and C. Crawford noted that this was a topic of conversation on the Tourism Committee. M. Russ inquired as to whether Chalice Farms is required to complete an annual renewal as they are now licensed through the OLCC though C.A. Daykin voiced that he is unable to answer that question at this time. The consensus of Council was not to revisit the fee schedule for OLCC liquor licenses at this time, unless the Tourism Committee feels this is appropriate at this time.

C. Svicarovich voiced appreciation for Jesse Nemec coming to the meeting tonight. She expressed concerns with regard to why the pole had remained and was appreciative to know that it was being held up by Frontier. C.A. Daykin expressed frustration that this was not coordinated better with the franchise utilities, plus the fact that they did not accommodate when they paved the street to allow for a conduit. Discussion ensued with regard to the fact that punch list items were provided. Concerns were expressed regarding the lack of communication from the City Engineer which C.A. Daykin advised he will check into.

Mayor's Report

M. Russ indicated that he had a nice meeting this week with Mayor Rogers from the City of Newberg. He noted that M. Rogers expressed an interest in developing a better relationship between Newberg and Dundee, which M. Russ voiced support of this as well. He noted that M. Rogers also expressed an interest in a creative development of the Dundee-Newberg area. Though ideally both Cities would likely prefer this area not develop, as Mayors they understand that this is likely impossible. With cooperation from the Cities and the County, M. Russ discussed that there may be some things that could be done to encourage development in that area that would block the kind of development that is not desired. M. Russ informed that he and M. Rogers will likely meet quarterly or biannually moving forward in an effort to create more cohesiveness between the Cities.

City Administrator's Report

C.A. Daykin discussed that the City did win the auction on the First Street property at a bid of $3,000, though he is still waiting for paperwork to come through to complete the process. He discussed that he will bring the information back to the Parks Advisory Committee to talk about improvements to that piece of property in the future. M. Russ expressed concern that some level of maintenance is handled immediately which C.A. Daykin voiced support of as well. He noted that the first step will be to bring in some fill dirt.

C.A. Daykin informed that the sewer main project has been completed this week; the Beech Street project which was a huge source of I&I based on the condition of the pipe itself. He discussed the method by which the repair was completed.

C.A. Daykin informed that the Agreement for the street lights, as of the 24th of January, was received by ODOT and then amended and sent back to the agreement writer. The ODOT representative indicated that it will be arriving though C.A. Daykin explained that he was not provided a date for that at this time. He also informed that they are still in the process of negotiating an amendment contract with DKS for that part of the work for the City.

C.A. Daykin discussed that the recent City newsletter did advertise for Budget Committee appointments. He explained that over the last 2-3 years there have been vacancies on the Committee which have not been filled. C.A. Daykin expressed concern that filling the vacancies will be worse this year, and he implored the City Council to encourage local residents to apply for the open positions.

C.A. Daykin discussed that his annual evaluation process will be coming up soon. He reviewed that in the past, every other year a more informal process has been done. He discussed that last year a 360 type of evaluation was coordinated by the COG and inquired as to whether Council would like to move forward with that type of approach for his review this year. C. Weaver noted that he thought that Council had made a decision to use the COG every other year, with a more informal review in between. Additional detailed explanation was provided with regard to the process completed for the city administrator position last year. The consensus of Council was to complete a more information review process utilizing the COG this year and utilize the 360 evaluation process on alternate years. C.A. Daykin indicated that he will contact the COG Director and make that arrangement.

C.A. Daykin reminded Council that their joint meeting with Chehalem Park & Recreation District will be held this Thursday, February 7, 2019, at 6:00 pm at the Dundee Fire Station. Dinner will be served beforehand at 5:30 pm.

Public Comment

None.

The meeting was adjourned at 9:58 P.M.

_____
David Russ, Mayor

Attest:

_____
Rob Daykin, City Administrator/Recorder

OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
☐ Brewery 1st Location	Date application received:
☐ Brewery 2nd Location	
☐ Brewery 3rd Location	Name of City or County:
☐ Brewery-Public House 1st location	
☐ Brewery-Public House 2nd location	Recommends this license be:
☐ Brewery-Public House 3rd location	☐ Granted ☐ Denied
☐ Distillery	By:
☒ Full On-Premises, Commercial	Date:
☐ Full On-Premises, Caterer	
☐ Full On-Premises, Passenger Carrier	
☐ Full On-Premises, Other Public Location	
☐ Full On-Premises, For Profit Private Club	
☐ Full On-Premises, Nonprofit Private Club	
☐ Grower Sales Privilege 1st location	
☐ Grower Sales Privilege 2nd location	
☐ Grower Sales Privilege 3rd location	**OLCC USE ONLY**
☐ Limited On-Premises	Date application received: 1-7-2019
☒ Off-Premises	By: J. DUCK
☐ Off-Premises with Fuel Pumps	
☐ Warehouse	Date application accepted as initially complete: 1-9-2019
☐ Wholesale Malt Beverage & Wine	By: J. DUCK
☐ Winery 1st Location	License Action(s): N/O
☐ Winery 2nd Location	
☐ Winery 3rd Location	

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

Trellis Dundee LLC

(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)

RECEIVED

OREGON LIQUOR CONTROL COMMISSION

JAN 09 2019

SALEM REGIONAL OFFICE

OLCC USE ONLY	OLCC FINANCIAL SERVICES USE ONLY

OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

3. Applicant #1	Applicant #2
Trellis Dundee LLC	
Applicant #3	Applicant #4

4. Trade Name of the Business (Name Customers Will See)
Trellis

5. Business Address (Number and Street Address of the Location that will have the liquor license)
110 SW HWY 99W

City	County	Zip Code
Dundee	Yamhill	97132

6. Does the business address currently have an OLCC liquor license? ☐ YES ☒ NO

7. Does the business address currently have an OLCC marijuana license? ☐ YES ☒ NO

8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail)
110 SW HWY 99W

City	State	Zip Code
Dundee	OR	97132

9. Phone Number of the Business Location	Email Contact for this Application
503-936-7210	williamssgrant@gmail.com

Contact Person for this Application	Phone Number
Grant Williams	503-936-7210

Mailing Address	City	State	Zip Code
4500 NE Blue Heron CT	Newberg	OR	97132

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is **prohibited** on the licensed premises.

I attest that all answers on all forms, documents, and information provided to the OLCC are true and complete.

Applicant Signature(s)

- Each individual person listed as an applicant must sign the application.
- If an applicant is an entity, such as a corporation or LLC, at least one person who is authorized to sign for the entity must sign the application.
- A person with the authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power of attorney) may sign the application. If a person other than an applicant signs the application, please provide proof of signature authority.

(Applicant#1) (Applicant #2)

(Applicant#3) (Applicant #4)

OREGON LIQUOR CONTROL COMMISSION

LIMITED LIABILITY COMPANY QUESTIONNAIRE

Please Print or Type

LLC Name: Trellis Dundee LLC Year Filed: 2018

Trade Name (dba): Trellis

Business Location Address: 110 SW HWY 99W

City: Dundee ZIP Code: 97132

List Members of LLC:	Percentage of Membership Interest:
1. Ethan Headley (managing member)	33.33
2. Grant Williams (members)	33.34
3. Joseph Jackson	33.33
4.	
5.	
6.	

(Note: If any LLC member is another legal entity, that entity must also complete an LLC, Limited Partnership or Corporation Questionnaire. If the LLC has officers, please list them on a separate sheet of paper with their titles.)

Server Education Designee: Grant Williams **DOB:** 04/19/1985

SP# 940WZ3 temp exp 3-1-19

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

Signature: [signature] co-owner **Date:** 12/17/2018

(name) (title)

1-800-452-OLCC (6522)

www.olcc.state.or.us

(rev. 8/11)

OREGON LIQUOR CONTROL COMMISSION

INDIVIDUAL HISTORY FORM

1. Name: (LAST) Williams (FIRST) Grant (MIDDLE) Sutherland
2. Other Names Used (Maiden, Etc.):
3. Do you have a Social Security Number (SSN) issued by the U.S. Social Security Administration?
   [X] Yes [ ] No If yes, please provide your SSN: _

   SOCIAL SECURITY NUMBER DISCLOSURE: As pa
   and State laws require you to provide your Soci ontrol
   Commission (OLCC) for child support enforceme). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.

   Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC§ 552(a).

   Do you v as just described? [X] Yes [ ] No

4. Date of Bi
5. Contact Phone: 503-936-7210
6. Driver Lic
7. State: OR
8. Residence Address:
   4500 NE Blue Heron Ct Newberg OR 97132
9. Mailing Address (if different):
10. E-Mail (optional): williamssgrant@gmail.com
11. Do you have a spouse or domestic partner? [ ] Yes [X] No
    If yes, list his/her full name:
12. If yes to #11, will this person be involved in the management of, or have control over the business?
    [ ] No [ ] Yes
13. In the past 10 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or another U.S. state of driving a car with a suspended driver license or driving a car with no insurance?
    [X] No [ ] Yes (Please include explanation below) [ ] Unsure (Please include explanation below)
14. In the past 10 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or another U.S. state of a **FELONY**?
    [X] No [ ] Yes (Please include explanation below) [ ] Unsure (Please include explanation below)
15. Have you ever been in a drug or alcohol **diversion program** in Oregon or another U.S. state? A diversion program is where you are required, usually by the court or another government agency, to complete certain requirements in place of being convicted of a drug or alcohol-related offense.
    [X] No [ ] Yes (Please include explanation below) [ ] Unsure (Please include explanation below)

OSP/DMV
Section Completed
JAN 09 2019
INITIALS: MH NO CCH

16. Do you, or any legal entity that you are a part of, **currently hold** or **have previously held** a liquor license or a recreational marijuana license in Oregon or another U.S. state? (Note: alcohol service permits and marijuana worker permits are not liquor licenses).
☒ No ☐ Yes (Please include explanation below) ☐ Unsure (Please include explanation below)

17. Have you, or any legal entity that you are a part of, **ever** had an application for a license, permit, or certificate **denied or cancelled** by the OLCC or any other governmental agency in the U.S.?
☒ No ☐ Yes (Please include explanation below) ☐ Unsure (Please include explanation below)

18. Are you applying for a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?
☒ No Please skip questions 19 & 20. Go directly to question 21.
☐ Yes Please answer questions 19, 20, and 21.

19. Do you or will you have any ownership interest in a business that manufactures, wholesales, or distributes alcohol in Oregon or another U.S. state?
☐ No ☒ Yes (Please include explanation below) ☐ Unsure (Please include explanation below)

pending OLCC approval

20. Does or will an alcohol manufacturer, wholesaler, or distributor in Oregon or another U.S. state have any ownership interest in your business?
☒ No ☐ Yes (Please include explanation below) ☐ Unsure (Please include explanation below)

21. Do you currently have, or will you have, any ownership interest in any business in Oregon with a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?
☐ No ☒ Yes (Please include explanation below) ☐ Unsure (Please include explanation below)

You must sign your own form. Another person, like your attorney or a person with power of attorney, may not sign your form. I affirm that my answers are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to, criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name: (LAST)	(FIRST)	(MIDDLE)
Williams	Grant	Sutherland
Signature:		Date:
		12/17/18

OREGON LIQUOR CONTROL COMMISSION

INDIVIDUAL HISTORY FORM

1. Name: (LAST) Headley | (FIRST) Ethan | (MIDDLE) Andrew
2. Other Names Used (Maiden, Etc.):
3. Do you have a Social Security Number (SSN) issued by the U.S. Social Security Administration?
   ☒ Yes ☐ No If yes, please provide your SSN: _

   SOCIAL SECURITY NUMBER DISCLOSURE: As par
   and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.

   Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for

   Do you ... as just described? ☒ Yes ☐ No
4. Date of ...
5. Contact Phone: 503 400 0444
6. Driver Li... 56
7. State: OR
8. Residence Address: 100 N. Springbrook road, Newberg, OR 97132
9. Mailing Address (if different):
10. E-Mail (optional):
11. Do you have a spouse or domestic partner? ☐ Yes ☒ No
    If yes, list his/her full name:
12. If yes to #11, will this person be involved in the management of, or have control over the business?
    ☐ No ☐ Yes
13. In the past 10 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or another U.S. state of driving a car with a suspended driver license or driving a car with no insurance?
    ☒ No ☐ Yes (Please include explanation below) ☐ Unsure (Please include explanation below)
14. In the past 10 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or another U.S. state of a **FELONY**?
    ☒ No ☐ Yes (Please include explanation below) ☐ Unsure (Please include explanation below)
15. Have you ever been in a drug or alcohol **diversion program** in Oregon or another U.S. state? A diversion program is where you are required, usually by the court or another government agency, to complete certain requirements in place of being convicted of a drug or alcohol-related offense.
    ☒ No ☐ Yes (Please include explanation below) ☐ Unsure (Please include explanation below)

OSP/DMV
Search Completed
JAN 09 2019
CCH/DMV

INITIALS: MH

16. Do you, or any legal entity that you are a part of, **currently hold** or **have previously held** a liquor license or a recreational marijuana license in Oregon or another U.S. state? (Note: alcohol service permits and marijuana worker permits are not liquor licenses).

☒ No ☐ Yes (Please include explanation below) ☐ Unsure (Please include explanation below)

17. Have you, or any legal entity that you are a part of, **ever** had an application for a license, permit, or certificate **denied or cancelled** by the OLCC or any other governmental agency in the U.S.?

☒ No ☐ Yes (Please include explanation below) ☐ Unsure (Please include explanation below)

18. Are you applying for a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?

☐ No Please skip questions 19 & 20. Go directly to question 21.

☒ Yes Please answer questions 19, 20, and 21.

19. Do you or will you have any ownership interest in a business that manufactures, wholesales, or distributes alcohol in Oregon or another U.S. state?

☒ No ☒ Yes (Please include explanation below) ☐ Unsure (Please include explanation below)

Yes, Pending application approval.

20. Does or will an alcohol manufacturer, wholesaler, or distributor in Oregon or another U.S. state have any ownership interest in your business?

☒ No ☐ Yes (Please include explanation below) ☐ Unsure (Please include explanation below)

21. Do you currently have, or will you have, any ownership interest in any business in Oregon with a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?

☐ No ☒ Yes (Please include explanation below) ☐ Unsure (Please include explanation below)

Yes, Pending approval on application for this entity.

You must sign your own form. Another person, like your attorney or a person with power of attorney, may not sign your form. I affirm that my answers are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to, criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name: (LAST) Headley	(FIRST) Ethan	(MIDDLE) Andrew
Signature:		Date: 12/17/18

OREGON LIQUOR CONTROL COMMISSION

INDIVIDUAL HISTORY FORM

1. Name: (LAST) JACKSON (FIRST) JOSEPH (MIDDLE) YOUNG

2. Other Names Used (Maiden, Etc.):

3. Do you have a Social Security Number (SSN) issued by the U.S. Social Security Administration?
☑ Yes ☐ No If yes, please provide your SSN:

SOCIAL SECURITY NUMBER DISCLOSURE: As p
and State laws require you to provide your Soc
Commission (OLCC) for child support enforcem
applicant or licensee and fail to provide your SSN, the OLCC
will be used only for child support enforcement purposes unless you indicate below.

Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC§ 552(a).

Do you as just described? ☑ Yes ☐ No

4. Date of

5. Contact Phone: 805 341-3038

6. Driver L...

7. State:

8. Residence Address: 609 E. SHERIDAN ST. NEWBERG, OR 97132 DSP/DMV

9. Mailing Address (if different):

Search Completed
JAN 09 2019

10. E-Mail (optional): JYJACKSON@GMAIL.COM

11. Do you have a spouse or domestic partner? ☐ Yes ☑ No
If yes, list his/her full name:

INITIALS: (JJ)

12. If yes to #11, will this person be involved in the management of, or have control over the business?
☐ No ☐ Yes

13. In the past 10 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or another U.S. state of driving a car with a suspended driver license or driving a car with no insurance?
☐ No ☑ Yes (Please include explanation below) ☐ Unsure (Please include explanation below)

FAILURE TO CHANGE ADDRES RESULTED IN SUSPENSION. I WAS PULLED OVER FOR A TAIL LIGHT OUT, NOT KNOWING OF THE SUSPENSION.

14. In the past 10 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or another U.S. state of a **FELONY**?
☑ No ☐ Yes (Please include explanation below) ☐ Unsure (Please include explanation below)

15. Have you ever been in a drug or alcohol **diversion program** in Oregon or another U.S. state? A diversion program is where you are required, usually by the court or another government agency, to complete certain requirements in place of being convicted of a drug or alcohol-related offense.
☐ No ☑ Yes (Please include explanation below) ☐ Unsure (Please include explanation below)

DIVERSION FOR DUI IN JUNE of 2012

16. Do you, or any legal entity that you are a part of, **currently hold** or **have previously held** a liquor license or a recreational marijuana license in Oregon or another U.S. state? (Note: alcohol service permits and marijuana worker permits are not liquor licenses).

☑ No ☐ Yes (Please include explanation below) ☐ Unsure (Please include explanation below)

17. Have you, or any legal entity that you are a part of, ever had an application for a license, permit, or certificate **denied or cancelled** by the OLCC or any other governmental agency in the U.S.?

☑ No ☐ Yes (Please include explanation below) ☐ Unsure (Please include explanation below)

18. Are you applying for a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?

☐ No Please skip questions 19 & 20. Go directly to question 21.

☑ Yes Please answer questions 19, 20, and 21.

19. Do you or will you have any ownership interest in a business that manufactures, wholesales, or distributes alcohol in Oregon or another U.S. state?

☐ No ☑ Yes (Please include explanation below) ☐ Unsure (Please include explanation below)

PENDING APPLICATION APPROVAL

20. Does or will an alcohol manufacturer, wholesaler, or distributor in Oregon or another U.S. state have any ownership interest in your business?

☑ No ☐ Yes (Please include explanation below) ☐ Unsure (Please include explanation below)

21. Do you currently have, or will you have, any ownership interest in any business in Oregon with a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?

☐ No ☑ Yes (Please include explanation below) ☐ Unsure (Please include explanation below)

PENDING APPLICATION APPROVAL

You must sign your own form. Another person, like your attorney or a person with power of attorney, may not sign your form. I affirm that my answers are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to, criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name: (LAST) JACKSON	(FIRST) JOSEPH	(MIDDLE) YOUNG
Signature:		Date: 12/17/2018

OREGON LIQUOR CONTROL COMMISSION

BUSINESS INFORMATION

Please Print or Type

Applicant Name: Trellis Dundee LLC Phone: 503-936-7210

Trade Name (dba): Trellis Dundee

Business Location Address: 110 SW Hwy 99W

City: Dundee ZIP Code: 97132

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday	7:30am	to 10:00pm
Monday	7:30am	to 10:00pm
Tuesday	7:30am	to 10:00 pm
Wednesday	7:30am	to 10:00 pm
Thursday	7:30am	to 10:00 pm
Friday	7:30am	to 10:00 pm
Saturday	7:30am	to 10:00 pm

Outdoor Area Hours:

Sunday	7:30am	to 10:00pm
Monday	7:30am	to 10:00pm
Tuesday	7:30am	to 10:00pm
Wednesday	7:30am	to 10:00 pm
Thursday	7:30am	to 10:00pm
Friday	7:30am	to 10:00pm
Saturday	7:30am	to 10:00pm

The outdoor area is used for:

☒ Food service Hours: 7:30am to 10:00pm

☒ Alcohol service Hours: 7:30am to 10:00pm

☐ Enclosed, how _____

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

_____ (Investigator's Initials)

Seasonal Variations: ☒ Yes ☐ No If yes, explain: limited patio hours in early spring and in the winter

ENTERTAINMENT

Check all that apply:

- ☐ Live Music
- ☒ Recorded Music
- ☐ DJ Music
- ☐ Dancing
- ☐ Nude Entertainers
- ☐ Karaoke
- ☐ Coin-operated Games
- ☐ Video Lottery Machines
- ☐ Social Gaming
- ☐ Pool Tables
- ☐ Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday	n/a	to n/a
Monday	n/a	to n/a
Tuesday	n/a	to n/a
Wednesday	n/a	to n/a
Thursday	n/a	to n/a
Friday	n/a	to n/a
Saturday	n/a	to n/a

SEATING COUNT

Restaurant: 42 Outdoor: 50

Lounge: n/a Other (explain): side dining 8

Banquet: n/a Total Seating: 100

OLCC USE ONLY via S.P. only

Investigator Verified Seating: ✓ (Y) ___ (N)

Investigator Initials: (W)

Date: 1-31-19

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

Applicant Signature: _____ **Date:** 12/17/18

1-800-452-OLCC (6522)

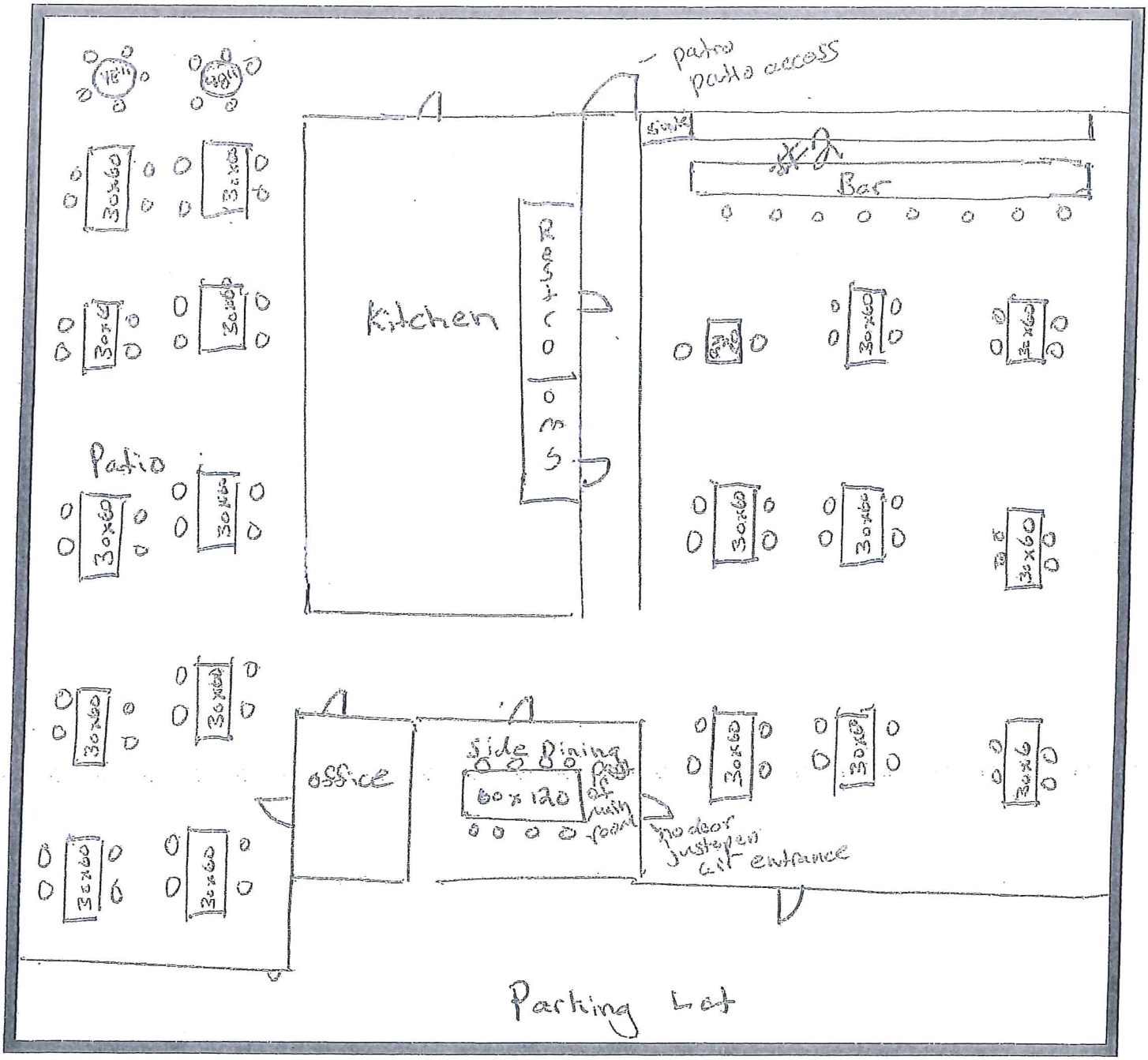
www.oregon.gov/olcc

(rev. 12/07)

OREGON LIQUOR CONTROL COMMISSION

FLOOR PLAN

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



Trellis Dundee LLC
Applicant Name

Trellis
Trade Name (dba):

Dundee 97132
City and ZIP Code

.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)

#2 Bar

Date: 1-31-19 Initials: (W)

AGENDA REPORT

To: Mayor Russ and City Council

From: Rob Daykin, City Administrator

Date: February 14, 2019

Re: Locust Street LID Assessments

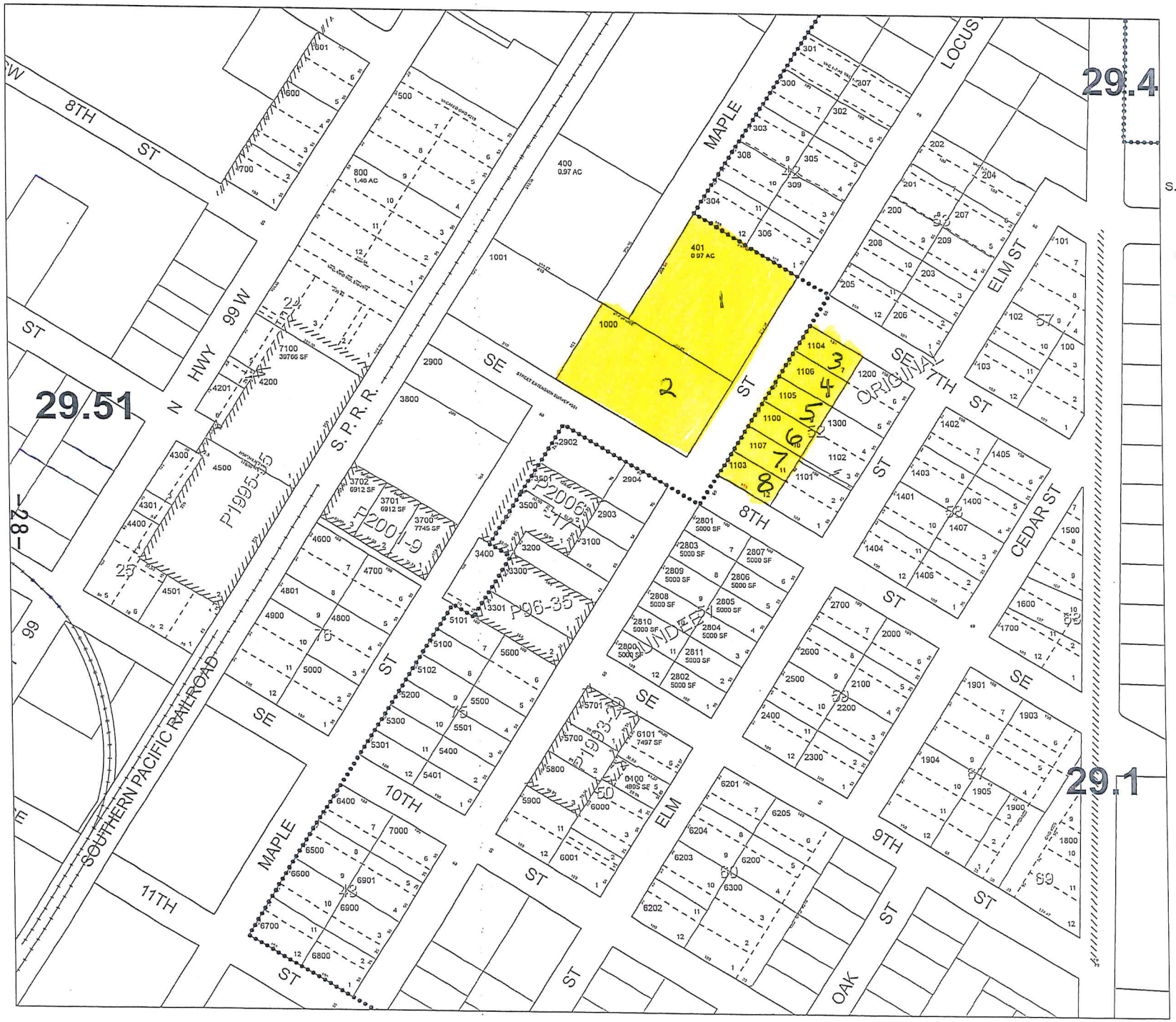
On January 22, 2019, notices were mailed to owners regarding the final assessment calculation for the Locust Street Local Improvement District (LID). Each owner was provided a copy of the attached Appendix D, which shows the breakdown of actual construction costs by type of work, the final assessment and the preliminary assessment prepared in December 2016. The owners were advised that the City Council will hear objections to the assessments at the February 19 meeting and that written objections stating the grounds for the objection should be remitted no later than February 14, 2:00 pm. No written objections were received.[1]

The original basis of the preliminary assessment, with the exception of driveway cost, was based on a linear frontage foot of the property to Locust Street for the street improvements, including curbs, sidewalks and storm drain facilities. Driveway cost was divided by the number of driveways constructed and applied on a per driveway installed per lot. Since the formation of the LID, LID Parcel 2 obtained a zone change and subdivided the property and as a result picked up 3 driveways which were not in the preliminary assessment. Also, additional cost was incurred that was not anticipated in the preliminary assessment involving the relocation of irrigation facilities for LID Parcel 1 and relocation of water meters for LID Parcels 3 – 8. City Engineer Reid will be at the meeting to address questions regarding the construction of the improvements and division of costs as described in the attached Appendix C.

Following consideration of any objections, Council may modify the proposed assessment and determine the amount of assessment to be charged against each lot within the district according to special and peculiar benefits accruing to it from the improvement. After Council affirms the final assessments as presented or amended, the next step will be the adoption of an ordinance that spreads the assessments. This ordinance will be considered at the March 19 meeting. The ordinance will also describe the terms for an optional installment payment plan that owners may choose to select. Within 30 days of the ordinance passage, owners may pay the assessment in full or if not paid in full, then the owner must enter into the installment payment plan. Information regarding the final assessment ordinance adoption and installment payment option will be mailed to the owners within ten days of the passage of the ordinance.

[1] I had contact from one owner that indicated he was going to email me his written objection by the deadline, but I did not receive it.

3 3 25CC



1843 YAMHILL COUNTY

ASSESSMENT & TAX CARTOGRAPHY

S.W.1/4 S.W.1/4 SEC.25 T.3S. R.3W. W.M.
YAMHILL COUNTY OREGON
1" = 100'

CANCELLED TAXLOTS:
7101
6101
5001
4100
4001
4000
3600
3000
2901
1902
900
3900

DATE PRINTED: 6/27/2018

This product is for Assessment and Taxation (A&T) purposes only and has not been prepared or is suitable for legal, engineering, surveying or any purposes other than assessment and taxation.

3 3 25CC

Appendix C

(Updated with Current Costs as of 11/29/2018)

Locust Street LID Assessment Calculations

LID Improvements Construction Costs:

Section	Description	Cost	Shared Item	Notes
1	Site Work	$28,178.65		Cost to be distributed equally between an non-shared items.
2a	Shared Street Improvements	$139,770.00	139,770.00	
2b	Driveways	$15,946.00		Driveways for LID Parcels 2-8; Parcel 2 has 3 Driveways
3	Storm Drainage	$16,420.00	16,420.00	
4	Water System	$1,000.00		Relocation of Park Water Meter & Irrigation Boxes
5	Sanitary Services	$0.00		
6	Street Lighting	$0.00		
	CO#1-7th to 8th Wtr. Mtr. Reloc.s	$9,060.98		Water meters & Irrigation Boxes relocated at LID Parcels 3-8 (Irr. Boxes reconnected by developer)
	CO#2-Geotextile Fabric	$4,368.00	4,368.00	
	CO#3-Street Trees	$0.00		
	Top Soil	$0.00	0.00	Placed in re-graded area of park behind walk and around street trees
	Engineering & Management	$8,465.21	8,465.21	
	City Contribution	$0.00	$0.00	
	Total	**$223,208.84**	**$169,023.21**	
	Total without Site Work	**$195,030.19**		

Site Work Distribution Percentages:

Description	Cost	Percentage	Cost including Site Work	Cost per Parcel, Linear Foot or Driveway	Cost Basis
Shared Items (to LID Parcels 1-8)	$169,023.21	90.89%	$194,634.15	$294.90	Linear Foot (660 Total)
Water System (for Park Boxes to LID Parcel 1)	$1,000.00	0.54%	$1,151.52	$1,151.52	Parcel (1)
Driveways (to LID Parcels 2-8**)	$15,946.00	8.57%	$18,362.19	$2,040.24	Driveway (9)
Total	**$185,969.21**	**100.00%**	**$214,147.86**		
Wtr Mtr Reloc.s (at LID Parcels 3-8)*	$9,060.98		$9,060.98	$1,510.16	Parcel (6)
Total	**$195,030.19**		**$223,208.84**		

*Water meter relocations at LID Parcels 3-8 was a developer error and not included in original bid or site work costs.

**Parcel 2 has 3 driveways and parcels 3-6 have one each.

Appendix D
(Updated with Construction Costs as of 11/29/2018)

Locust Street LID
Property Descriptions and Assessments using Construction Costs

LID Parcel	Yamhill Co. Tax Acct. No.	Tax Map/Lot	Shared Street		Water System		Wtr. Mtr. Reloc.s		Driveways		Total Assessment	Preliminary Assessment	Difference
			Feet	Assessment	No.	Assessment	No.	Assessment	No.	Assessment			
1	555694	R3325CC 00401	210	$ 61,929.05	1	$ 1,151.52	0	$ -	0	$ -	$ 63,080.57	$ 53,758.14	$ 9,322.43
2	78203	R3325CC 01000	150	$ 44,235.03	0	$ -	0	$ -	3	$ 6,120.73	$ 50,355.76	$ 38,398.67	$ 11,957.09
3	561853	R3325CC 01104	50	$ 14,745.01	0	$ -	1	$ 1,510.16	1	$ 2,040.24	$ 18,295.42	$ 16,606.46	$ 1,688.96
4	710048	R3325CC 01106	50	$ 14,745.01	0	$ -	1	$ 1,510.16	1	$ 2,040.24	$ 18,295.42	$ 16,606.46	$ 1,688.96
5	710046	R3325CC 01105	50	$ 14,745.01	0	$ -	1	$ 1,510.16	1	$ 2,040.24	$ 18,295.42	$ 16,606.46	$ 1,688.96
6	78267	R3325CC 01100	50	$ 14,745.01	0	$ -	1	$ 1,510.16	1	$ 2,040.24	$ 18,295.42	$ 16,606.46	$ 1,688.96
7	710050	R3325CC 01107	50	$ 14,745.01	0	$ -	1	$ 1,510.16	1	$ 2,040.24	$ 18,295.42	$ 16,606.46	$ 1,688.96
8	560599	R3325CC 01103	50	$ 14,745.01	0	$ -	1	$ 1,510.16	1	$ 2,040.24	$ 18,295.42	$ 16,606.46	$ 1,688.96
Totals:			660	$ 194,634.15		$ 1,151.52		$ 9,060.98		$ 18,362.19	$ 223,208.84	$ 191,795.56	$ 31,413.28

AGENDA REPORT

To: Mayor Russ and City Council

From: Rob Daykin, City Administrator

Date: February 14, 2019

Re: 2019 Street Maintenance Program

Earlier this month City Engineer Reid and I met with Joel Conder, Capitol Asset & Pavement Services to inspect slurry work completed last year, street segments proposed for slurry work this summer and the following year, and specific areas of concern to determine if the recommended treatments from the 2017 Pavement Management Program report were still appropriate. Last year we completed about 26,000 sq. yds. of slurry seal and we propose 28,300 sq. yds. of slurry work for 2019 – see attached map. The selected streets will be crack sealed by a different contractor at least a month prior to the application of the slurry. Based on our experience last year, I anticipate the City will use a "piggy back" provision with another agency's bid documents to procure a contractor for the slurry work.

As of the date of this memo we are still waiting to receive the agreement from ODOT for the 2019 Special City Allotment (SCA) grant of $100,000 for paving Charles Street from 13th Street to Niederberger Road. Their standard SCA agreement is being updated and is in final review with the State Department of Justice regarding new ADA[1] provisions. Since our project does not include sidewalks or ADA ramps at the corners, it is unlikely this new provision will have any effect on Dundee. However, we cannot start preparation of bid documents and receive reimbursement for work completed prior to the agreement being executed. To expedite getting bids out in a timely manner, I recommend Council authorized the city administrator to sign the agreement pending review and approval by the city attorney. In addition to Charles Street, staff recommends including Beech Street and Cedar Street, from Parks to 10th Street, for paving work. The Pavement Management Program recommended a grind of the existing surface and 3" overlay. Based on the current condition of these streets, Mr. Conder recommends a less costly 2" overlay and no grinding work. Cedar and Beech are in fair condition, which makes them unsuitable for a future SCA grant using the "worst first" approach, but are recommended by the Pavement Management Program using the "best first" approach. Cedar and Beech could be included in the base bid with Charles Street to get the best possible pricing, or they may be included as alternate bids which means the City may choose to select or not select that work. Since the deposit the City will have to provide to ODOT for our match on the next phase of sidewalk/streetscape improvements on Highway 99W will be about $185,000 less than expected, I recommend the Cedar and Beech streets be included in the 2019 paving program as part of the base bid with Charles Street. Although I appreciate Council's feedback at this time, I will revisit

[1] Americans with Disabilities Act - Paving projects triggers a requirement to bring existing ADA ramps into compliance with contemporary standards.

the funding recommendation at the March 19 meeting with a discussion on the status of the Oregon Transportation Infrastructure Bank loan authorized in 2017.

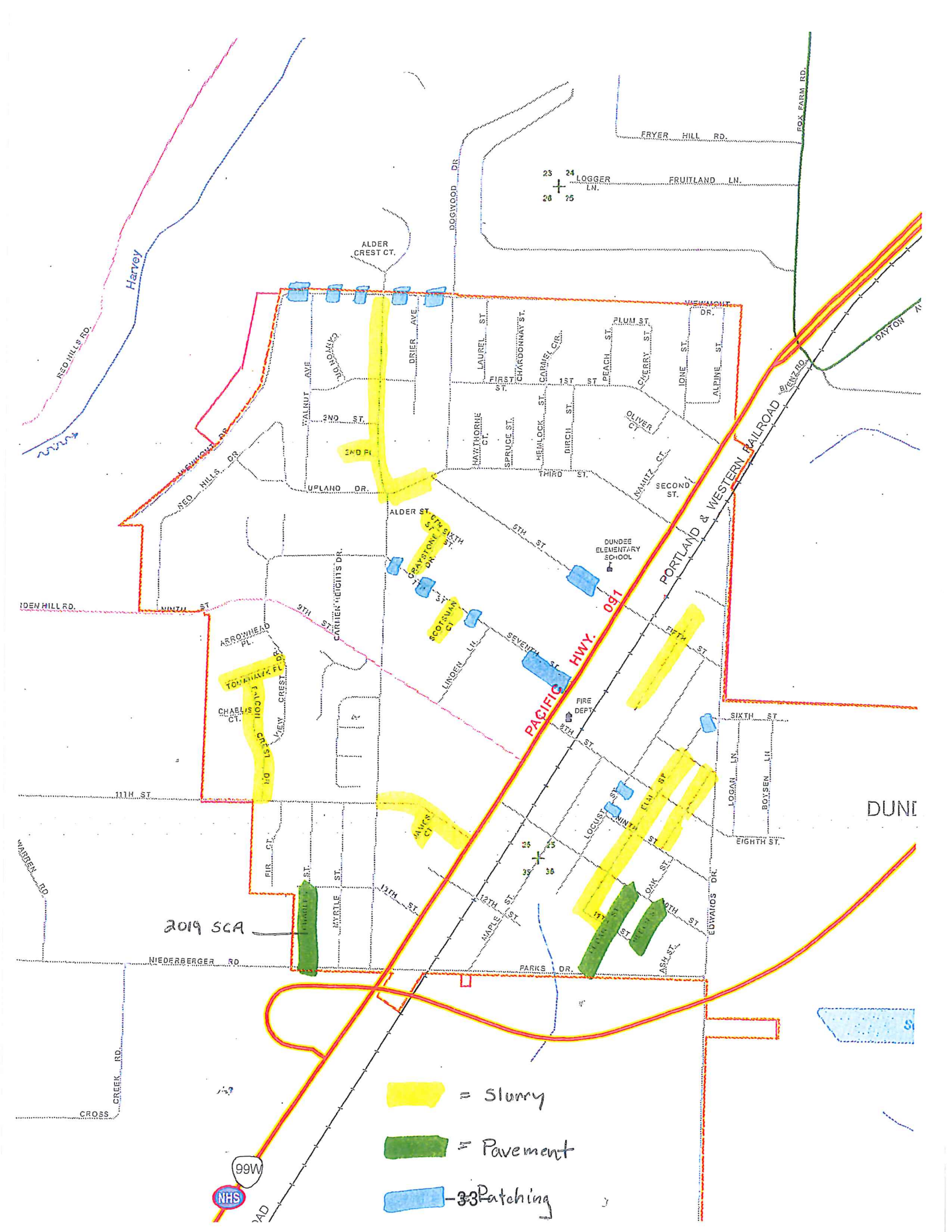
As I mentioned at the start of this memo, the City Engineer and I discussed areas of concern with Mr. Conder. The first involves the significant breakup of the street surface on 5th Street near the Post Office. It was recognized that there is extensive subgrade failure in that location. However, rather than expending a lot of resources for dig-out and repairs only to be throw-away when a much larger project involving the widening and reconstruction of 5th Street which may be triggered by development of the orchard property in the near future, to instead complete patching for the interim.

The Pavement Management Program recommends a slurry seal for 7th Street between the highway and Alder Street. While there are some dig-out repairs that need to be completed in the upper section ahead of the slurry, the section closest to the highway has the worst condition and is no longer suitable for a slurry seal. The recommendation is instead to dig-out and repair the areas with the failed subgrade and complete a grind and overlay. Work in this area is particularly challenging since it would impact access to many businesses and will require careful preparation of a traffic control plan to minimize those impacts. Staff will review the traffic control plan for the highway full-depth reconstruction project by ODOT to see if there are any advantages in coordinating work on 7th Street with the highway project.

We questioned the thin-lift (1.5") overlay recommended in the Pavement Management Program for Viewmont Drive from Dogwood to the end near the cemetery southern access road. Upon a more thoughtful consideration of the road construction as an oil mat and its existing condition, Mr. Conder recommended patching the areas worn down by traffic and applying a chip seal. The chip seal is a much lower cost option that will preserve the surface for 7 to 10 years. Council previously expressed concerns with the rough surface and other issues associated with a chip seal. While the rough surface will provide better traction for vehicles, the exposed rock will be worn down over time. A recommended option is to follow up the chip seal with a slurry seal to fill in the gaps. This treatment is known as a cape seal and is extensively used in Woodburn with great success. If Council is open to considering this treatment option, we can revisit this in the next update to the Pavement Management Program.

Our final concern was with the condition of Locust Street between 8th and 9th Street. The Pavement Management Program appropriately calls for reconstruction. Based on our experience with the recent work on the Locust Street LID project, I expect to encounter the same substandard conditions that will increase the project cost substantially. Although the rate of deterioration of the surface is alarming, the trench patch associated with the water line project constructed last year will provide additional stability. Also, it may be worth having a discussion with the adjacent property owners to see if there is any interest in sharing the cost to bring the street up to full design standards (curbs, sidewalks, storm drain facilities) via local improvement district financing.

Recommendation: Motion to authorize the city administrator to sign the 2019 SCA agreement for Charles Street pending review and approval of the agreement by the city attorney.



Harvey
RED HILLS RD.
FRYER HILL RD.
FOX FARM RD.
LOGGER LN.
FRUITLAND LN.
DOGWOOD DR.
ALDER CREST CT.
WEWMONT DR.
DRIER AVE.
LAUREL ST.
CHARDONNAY ST.
CARMEL CIR.
PLUM ST.
PEACH ST.
CHERRY ST.
IONE ST.
ALPINE ST.
DAYTON
WALNUT AVE.
CANYON DR.
FIRST ST.
1ST ST.
2ND ST.
HAWTHORNE CT.
SPRUCE ST.
HEMLOCK ST.
BIRCH ST.
OLIVER CT.
THIRD ST.
NAMITZ CT.
SECOND ST.
UPLAND DR.
ALDER ST.
5TH ST.
SIXTH ST.
DUNDEE ELEMENTARY SCHOOL
PORTLAND & WESTERN RAILROAD
BIENZ RD.
PACIFIC HWY. 091
NINTH ST.
9TH ST.
CARMEN HEIGHTS DR.
SEVENTH ST.
LINDEN LN.
FIFTH ST.
ARROWHEAD PL.
CHABLIS CT.
VIEW CREST DR.
FIRE DEPT.
8TH ST.
SIXTH ST.
LOGAN LN.
BOYSEN LN.
111TH ST.
LOCUST ST.
NINTH ST.
EIGHTH ST.
DUNI
FIR CT.
MYRTLE ST.
13TH ST.
12TH ST.
MAPLE ST.
OAK ST.
EDWARDS DR.
ASH ST.
WARREN RD.
NIEDERBERGER RD.
PARKS DR.
CROSS CREEK RD.
2019 SCA
= Slurry
= Pavement
= Patching
99W
NHS

AGENDA REPORT

To: Mayor Russ and City Council

From: Rob Daykin, City Administrator

Date: March 15, 2018

Re: Ordinance No. 567-2019, Utility Discount Program

Per the direction of Council, the attached ordinance was prepared to amend eligibility requirements for the utility discount program found in Section 13.08.020 of the Dundee Municipal Code by increasing the 150% factor to 165%. Also, the ordinance amends an outdated reference to the base volume water and sewer charges in Section 13.08.040. Upon unanimous approval of the ordinance, the effect date will be March 21. If the motion to adopt the ordinance passes, but not unanimously, then a second vote to adopt at a new meeting will be required.

Recommendation: Motion to adopt Ordinance No. 567-2019, an ordinance relating to a utility discount program and amending sections 13.08.020 and 13.08.040 of the Dundee Municipal Code.

ORDINANCE NO. 566-2019

AN ORDINANCE RELATING TO A UTILITY DISCOUNT PROGRAM AND AMENDING SECTIONS 13.08.020 AND13.08.040 OF THE DUNDEE MUNICIPAL CODE.

WHEREAS, the City of Dundee enacted a senior citizens utility discount program in 1979 to reduce the monthly water and sewer rates to qualifying low-income senior citizens, and

WHEREAS, the City Council modified the discount program criteria in 2008 to include all qualifying low-income households, and

WHEREAS, following review of the utility discount program on February 5, 2019, the City Council determined it is appropriate to amend the eligibility requirements.

NOW, THEREFORE, THE CITY OF DUNDEE DOES ORDAIN AS FOLLOWS:

Section 1. Section 13.08.020 of the Dundee Municipal Code is hereby amended to read as follows:

Section 13.08.020 Eligibility requirements.
In order to be eligible for the utility discount rate the qualified person must be the person or family responsible for payment of monthly utility charges and must have completed and filed with the City an application for the discount rate on a form supplied by the City. To qualify for the utility discount program:

A. The applicant must be a resident of the city of Dundee; and
B. The account balance of the applicant may not be more than 60 days past due; and
C. The applicant owns no real property, personally or through any corporation, other than his/her residence; and
D. The total applicant's household income, earned and unearned from all sources, including but not limited to income from bonds, stocks, savings interest or other interest or dividend income of any kind shall not exceed 165 percent of the most recently published poverty guidelines in the Federal Register by the U.S. Department of Health and Human Resources under authority of 42 U.S.C. 9902(2). The qualifying income limit for a single person household shall be based on the federal poverty guidelines for a one-person household. The qualifying income limit for a family shall be based on the poverty guidelines for a two-person household.

Section 2. Section 13.08.040 of the Dundee Municipal Code is hereby amended to read as follows:

Section 13.08.040 Utility discount rate.
Qualified applicants shall be eligible for a fifty percent (50%) discount to the water base, sewer base and stormwater monthly charges. There shall be no discount for water consumption (in excess of 550 cubic feet) or sewer volume (in excess of 550 cubic feet) charges.

Section 3. This Ordinance shall take effect thirty days following its adoption as provided in the City Charter.

ADOPTED by the Council this 19th day of February, 2019.

Approved:

David Russ
Mayor

Attest:

Rob Daykin
City Administrator/Recorder

AGENDA REPORT

To: Mayor Russ and City Council

From: Rob Daykin, City Administrator

Date: February 13, 2019

Re: Utility Line Warranty Program

At the February 5 meeting, Council authorized the city administrator to enter into a marketing agreement with Utility Service Partners Private Label, Inc. for a utility line warranty program endorsed by the National League of Cities (NCL). However, authorization was contingent on a positive response that the program would cover sewer line repairs identified by the City as a significant contributor to inflow and/or infiltration (I&I) of ground water into the public sewer system.

Follow up discussions with the representative clarified two points:

1. A failed sewer lateral found in the course of the City's I&I investigations is not covered.
2. A sewer lateral found to be defective in the course of an inspection when selling the house is not covered.

The rates established for the service line warranty program are based on the premise that the owner is making the initial determination that there is a problem (for example, sewer flow is restricted) with his/her own service line. Attached are the Terms and Conditions for the following three programs offered by the NCL service line warranty program:

Water Line – Water meter to the house	$5.25/month
Sewer Lateral – Sewer main connection to the house	$7.25/month
Interior Plumbing – Water/sewer within/under the house	$9.49/month

The service line warranty program is offered to participating cities' residents on a volunteer basis. There is no cost to the participating City. The attached Marketing Agreement provides for the use of City of Dundee letterhead, logo, and website to market the service line warranty program with City approval of the content. Owners electing to enroll in the program may also terminate at any time. Despite the restrictions described above regarding the sewer lateral, this may still be a program desired by Dundee residents. Since any promotional material on the program must first be reviewed by the City, it would be a matter of disclosing the restriction for laterals found to be defective as a result of the City's investigation or by a third party inspection related to the sale of the property.

Recommendation: Motion to authorize the city administrator to execute the Marketing Agreement with Utility Service Partners Private Label, Inc.

Exterior Water Service Line Terms and Conditions

YOUR ENCLOSED DECLARATION PAGE IS AN INTEGRAL PART OF YOUR SERVICE AGREEMENT AND ALONG WITH THESE TERMS AND CONDITIONS CONSTITUTE YOUR ENTIRE AGREEMENT

Utility Service Partners Private Label, Inc., known as Service Line Warranties of America ("SLWA"), a subsidiary of HomeServe USA Corp. ("HomeServe"), is the entity that will administer the service under this Service Agreement. You may contact SLWA by mail at 1232 Premier Drive, Chattanooga, TN 37421 or by calling toll-free 1-866-922-9006. North American Warranty, Inc. ("NAW", "Provider", "We", "Us" or "Our") is the entity obligated to provide service under this Service Agreement. You may contact NAW by mail at 175 West Jackson Blvd., Chicago, IL 60604, or by calling toll-free 1-866-918-4680.

What's Covered: We will arrange and pay for the repair or replacement due to normal wear and tear of a leaking, low pressure, or permanently blocked Exterior Water Service Line for which You have sole responsibility, that supports Your Residence. You must call SLWA to arrange for service in order for repairs to be covered. See "How to Call for Repairs" below.

Your Exterior Water Service Line is the line that supplies fresh water to Your Residence from Your utility's responsibility or external wall of Your well casing to the external wall of Your Residence, including any water lines either buried or embedded in concrete in the outer wall of Your foundation. If Your Exterior Water Service Line is embedded in concrete, reasonable efforts will be made to avoid cutting through the concrete. This may mean relocating Your water meter as a means of repairing or replacing Your Exterior Water Service Line. Any part of Your Exterior Water Service Line beyond these linear limits will not be covered. Low pressure means less than 30 pounds per square inch with two or fewer fixtures open.

Restoration: Restoration to any area disturbed by the repair that is on Your Property and outside Your Residence is limited to: filling, raking and reseeding of grass, and reinstallation of existing soft landscaping and shrubbery. We cannot guarantee the survival of any living materials disturbed by the repair and will not be responsible for the replacement of any decorative paving, pathways or landscaping features. If concrete cutting is necessary to repair Your Exterior Water Service Line, the resulting trench will be filled with gravel and covered with asphalt, cement, or concrete, as appropriate. Debris will be removed from the restoration area.

Benefit Limit: The maximum benefit limit is up to $8,500 for each Service Call. Any repair or replacement charges beyond Your Service Call benefit limit are Your responsibility.

What's Not Covered: We will not be responsible for any of the following:

1. **Damages, losses and expenses, whether from negligence or otherwise, caused by: (a) You or any person or entity other than Us or SLWA or (b) unusual circumstances, including a natural disaster, or an act of God;**
2. **Consequential, incidental, or punitive damages arising from conducting repair work or as a result of the covered repair; for example, damages necessary to reasonably access the repair area. Your rights and remedies may vary depending on the state where Your Property is located;**
3. **Any correction, upgrade, or move of Your existing Exterior Water Service Line, not directly related to the necessary covered repair, in order to meet any code, law, regulation, or ordinance;**
4. **Repairs to any section of Your Exterior Water Service Line that You share with any third party or is covered by a homeowners', condominium or like association;**
5. **Repairs to any line that branches off the main line, for example lines for sprinklers, pools, hot tubs, radiant floor heating, and/or other outdoor systems;**
6. **Thawing of frozen pipes;**
7. **Any shared Exterior Water Service Line that provides service to multiple properties or secondary buildings, whether known or unknown;**
8. **Repair or replacement of any part of Your Exterior Water Service Line that is not expressly stated to be covered in "What's Covered" above.**

Eligibility: A single structure owned by You, used and zoned for residential occupancy ("Residence") that is permanently secured to the ground, and the land it is located on is also owned by You ("Property"). Any recreational vehicle or other type of home on wheels that is intended to be moved and/or property used for commercial purposes is not eligible. If You are aware of any pre-existing conditions, defects or deficiencies with Your Exterior Water Service Line, prior to the Start Date of Your first Term, then Your Property is not eligible for this coverage.

If You reside in a multi-family structure and do not own the entire structure, it will be Your responsibility to provide SLWA with a signed release from all other homeowners for any work which may affect their portion of the structure. This release must be signed and submitted before any work will begin. Any failure by You to submit such signed releases shall discharge

SLWA from its obligations to complete any work for which such releases are required. To obtain a release form call SLWA.

Length of Service Agreement: Your Service Agreement begins on the Start Date listed on Your Declaration Page and will continue for twelve (12) months ("Term") provided neither You nor We cancel. See "Cancellation/Refund" below. There is an initial waiting period of thirty (30) days, within which You will not be able to request a Service Call. This means You will receive less than twelve (12) full months of coverage during the first year. Upon renewal (if applicable), You will not be subject to a waiting period.

How to call for repairs: You must call SLWA and a service representative will assist in the diagnosis of Your repair and the scheduling of a visit from one of SLWA's approved local technicians. You will not be reimbursed for work done by technicians who are not authorized by SLWA. Technicians must have safe and clear access to, and safe working conditions at and around the work area. There is no Service Call fee.

Covered repairs: Whether Your Exterior Water Service Line is to be repaired or replaced is entirely within the discretion of SLWA. Covered repairs are guaranteed against defects in materials and workmanship for one year. Under the guarantee we will arrange at Our expense and discretion for repair or replacement. We disclaim any and all statutory or common law warranties (whether express or implied) other than Our covered repair guarantee and any implied warranties that cannot be excluded under applicable law.

Receiving Documents Electronically: You can receive Your Service Agreement and all related documents electronically. If You consented to electronic delivery, these documents will be sent to the email address listed on Your Declaration Page ("Email Address"). Documents sent to the Email Address will be deemed to have been received by You. You may stop receiving documents electronically by calling SLWA or by updating Your preferences in Your profile on HomeServe's website. You may also call SLWA to update Your Email Address or to receive a paper copy of Your Service Agreement.

Renewal: If You pay through Your utility bill, by credit/debit card or by direct debit this Service Agreement will automatically renew for a further term of 12 months. If You paid by check, or if You pay by credit/debit card and requested that We not automatically renew this Service Agreement, You must renew this Service Agreement prior to the end of the Term to ensure continuous coverage. We reserve the right to not offer this Service Agreement upon renewal.

Cancellation/Refund: You may cancel this Service Agreement at any time by calling SLWA. If You cancel within thirty (30) days of the Start Date, You will receive a full refund less any claims paid by Us. If You cancel more than thirty (30) days after the Start Date, Your cancellation will be effective at the end of the then current billing month. If applicable, You will be entitled to a pro-rata refund less any claims paid by Us.

If Your local utility company or municipality provides similar coverage to You at no charge, You can contact SLWA to cancel and You will receive a refund of the payments You have made less any claims paid by Us. You may be required to provide evidence of the similar coverage. If We find that You have such coverage or are otherwise ineligible for the coverage provided by this Service Agreement, We may cancel on no less than fifteen 15 days' written notice to You and will refund the payments You have made less any claims paid by Us.

We may cancel for any reason on sixty (60) days' written notice to You. We can also cancel, on no less than fifteen (15) days' written notice to You for: (a) non-payment of the Price; or (b) Your fraud or misrepresentation of facts that are material to this Service Agreement or benefits provided under it. If We cancel under (b) above, You will be entitled to a pro-rata refund less any claims paid by Us.

Written notices from Us under this section will tell You exactly when Your Service Agreement will be cancelled and why it has been cancelled. The notice periods referred to in this section begin when We send the notice to You.

Key Terms:

"**Declaration Page**" - The enclosed document that forms a part of this Service Agreement, listing important information regarding You, Your Property and other vital information.
"**Price**" – The amount You agree to pay for this Service Agreement, as listed on Your Declaration Page.
"**Service Agreement**" - The documents that constitute all of Your rights and responsibilities as a Service Agreement holder; which consist of these terms and conditions and Your Declaration Page.
"**Service Call**" – A visit to Your Property by one of SLWA's approved local technicians, where work is performed to diagnose and complete a single covered repair, or where it is determined the repair is not covered.
"**You**" or "**Your**" - The purchaser of this Service Agreement who is the Service Agreement holder listed on the Declaration Page.

Privacy Policy: Any information You provide SLWA will be accessed, collected, used, transmitted, disclosed, stored, maintained and otherwise handled to administer Your Service Agreement by SLWA or its group of companies, including, but not limited to, disclosing Your address, telephone number, and other contact information to third parties who conduct services on SLWA's behalf. SLWA or its group of companies and their selected partners may also use Your data to keep You informed by mail, telephone or email of any products or services which they consider may be of interest to You and related to this Service Agreement. For further details on how SLWA uses Your information, please see their Privacy Policy at www.homeserveusa.com/Customer_Data_Privacy_Policy.html. Should You have any questions or concerns about SLWA's Privacy Policy or how they are using Your information or to update Your privacy preferences, please contact SLWA.

Assignment/Amendment: We reserve the right to change this Service Agreement (including the price or to charge an additional fee) and to delegate any of Our obligations at Our sole discretion provided We give You thirty (30) days' prior written notice of the changes. The changes will become effective thirty (30) days after We send You the notice. If You do not like the changes, You may cancel this Service Agreement. You may not change this Service Agreement or delegate any of Your obligations. Should certain terms or conditions in this Service Agreement be held to be invalid or unenforceable, the remainder of the terms and conditions in this Service Agreement shall remain valid.

Transfer: This Service Agreement is not transferable by You.

Responsibility for benefits owed to You: This is not an insurance policy; it is a Service Agreement. SLWA will serve as Your point-of-contact for all questions or concerns. Our obligations under this Service Agreement are insured under a service contract reimbursement insurance policy. If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, You are entitled to make a claim against the insurer, Virginia Surety Company, Inc., 175 West Jackson Blvd., 11th Floor, Chicago, IL 60604, 1-800-209-6206.

Our Liability: To the extent permitted by applicable law, (1) You agree that We, SLWA and HomeServe, and all of their parents, successors, affiliates, approved technicians and our and their officers, directors, employees, affiliates, agents and contractors shall not be liable to You or anyone else for: (a) any actual losses or direct damages that exceed the lowest applicable per covered repair benefit limit set out above; or (b) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, including those caused by any fault, failure, delay or defect in providing services under this Service Agreement, and (2) these limitations and waivers shall apply to all claims and all liabilities and shall survive the cancellation or expiration of this Service Agreement. You may have other rights that vary from state to state.

Arbitration: YOU, NAW, SLWA AND HOMESERVE ALL AGREE TO RESOLVE DISPUTES ONLY BY FINAL AND BINDING ARBITRATION OR IN SMALL CLAIMS COURT as follows:

A. **EXCEPT FOR SMALL CLAIMS COURT CASES THAT QUALIFY, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS SERVICE AGREEMENT OR FROM ANY OTHER AGREEMENT BETWEEN US, OR SERVICES OR BENEFITS YOU RECEIVE OR CLAIM TO BE OWED FROM NAW, SLWA, OR HOMESERVE, WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION BY ONE OR MORE ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), OR ANOTHER ARBITRATION ADMINISTRATOR THAT WE MUTUALLY AGREE UPON.** Arbitration will apply not only to claims against NAW, SLWA, or HomeServe, but also claims against the officers, directors, managers, employees, agents, affiliates, insurers, technicians, successors or assigns of NAW, SLWA or HomeServe. Arbitration and this paragraph shall apply to claims that arose at any time, including claims arising before this paragraph became binding on the parties. The federal arbitration act (9 U.S.C. §§ 1 et seq.) and not any state law applies to this agreement.
B. For claims of $10,000 or less, the party bringing the claim can choose to proceed by way of binding arbitration pursuant to the AAA's rules or, alternatively, can bring an individual action in small claims court.
C. **YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION**. This means that You may not be a representative or member of any class of claimants or act as a private attorney general in court or in arbitration with respect to any claim. Notwithstanding any other provision of this Service Agreement, the arbitrator shall not have the power to determine that class arbitration is permissible. The arbitrator also shall not have the power to preside over class or collective arbitration, or to award any form of class-wide or collective remedy. Instead, the arbitrator shall have power to award money or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. No class or representative or private attorney general theories of liability or prayers for relief may be maintained in any arbitration held under this Service Agreement.
D. SLWA will pay any filing fee, administration, service or case management fee, and arbitrator fee that the AAA charges You for arbitration of the dispute, up to a maximum of $1,500; provided, however, that the arbitrator may award costs and expenses to any party, if allowed by law. If You provide us with signed written notice that You cannot pay the filing fee, SLWA will pay the fee directly to the AAA.

E. If for some reason the prohibition on class arbitrations set forth in Subsection C cannot be enforced, then the agreement to arbitrate will not apply.

F. **IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU, NAW, SLWA AND HOMESERVE AGREE THAT THERE WILL NOT BE A JURY TRIAL.** You, NAW, SLWA and HomeServe unconditionally waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating in any way to this Service Agreement or from any other agreement between us, or the services or benefits You receive or claim to be owed from NAW, SLWA or HomeServe, including as to claims asserted against any of the officers, directors, managers, employees, agents, affiliates, insurers, technicians, approved technicians, successors or assigns of NAW, SLWA or HomeServe.

State variations: The following shall apply if inconsistent with any other terms and conditions of this Service Agreement:

[Please click here to see if any state specific variations apply to You.]

Exterior Sewer/Septic Line Terms and Conditions

YOUR ENCLOSED DECLARATION PAGE IS AN INTEGRAL PART OF YOUR SERVICE AGREEMENT AND ALONG WITH THESE TERMS AND CONDITIONS CONSTITUTE YOUR ENTIRE AGREEMENT

Utility Service Partners Private Label, Inc., known as Service Line Warranties of America ("SLWA"), a subsidiary of HomeServe USA Corp. ("HomeServe"), is the entity that will administer the service under this Service Agreement. You may contact SLWA by mail at 1232 Premier Drive, Chattanooga, TN 37421 or by calling toll-free 1-866-922-9006. North American Warranty, Inc. ("NAW", "Provider", "We", "Us" or "Our") is the entity obligated to provide service under this Service Agreement. You may contact NAW by mail at 175 West Jackson Blvd., Chicago, IL 60604, or by calling toll-free 1-866-918-4680.

What's Covered: We will arrange and pay for the repair or replacement due to normal wear and tear of a leaking or permanently blocked Exterior Sewer/Septic Line for which You have sole responsibility, that supports Your Residence. You must call SLWA to arrange for service in order for repairs to be covered. See "How to Call for Repairs" below.

An Exterior Sewer Line is the line that takes waste water from the exit point within Your Residence to Your utility's responsibility. An Exterior Septic Line is the line that takes waste water from the exit point within Your Residence to the point of connection to Your septic tank on Your Property. If Your Exterior Sewer/Septic Line is embedded in concrete, reasonable efforts will be made to avoid cutting through the concrete. This may mean relocating Your Sewer or Septic Line as a means of repairing or replacing Your Exterior Sewer/Septic Line. Any part of Your Exterior Sewer/Septic Line beyond these linear limits will not be covered.

Restoration: Restoration to any area disturbed by the repair that is on Your Property and outside Your Residence is limited to: filling, raking and reseeding of grass, and reinstallation of existing soft landscaping and shrubbery ("Restoration"). We cannot guarantee the survival of any living materials disturbed by the repair and will not be responsible for the replacement of any decorative paving, pathways or landscaping features. If concrete cutting is necessary to repair Your Exterior Sewer/Septic Line, the resulting trench will be filled with gravel and covered with asphalt, cement, or concrete, as appropriate. Debris will be removed from the restoration area.

Benefit Limit: The maximum benefit limit is up to $8,500 for each Service Call. Any repair or replacement charges beyond Your Service Call benefit limit are Your responsibility.

What's Not Covered – General Exclusions: We will not be responsible for any of the following:

1. **Damages, losses and expenses, whether from negligence or otherwise, caused by: (a) You or any person or entity other than Us or SLWA or (b) unusual circumstances, meaning a natural disaster, act of God (such as fires, explosions, earthquakes, drought, tidal waves and floods), war, riots, hostilities, strikes or work slowdowns or acts or threats of terrorism;**
2. **Excluded Damages (see "Our Liability" below) which include, for example, damages necessary to reasonably access the repair area. Your rights and remedies may vary depending on the state where Your Property is located;**
3. **Any correction, upgrade, or move of Your existing Exterior Sewer/Septic Line, not directly related to the necessary repair, in order to meet any code, law, regulation, or ordinance;**
4. **Repairs to any section of Your Exterior Sewer/Septic Line that You share with any third party or is covered by a homeowners', condominium or like association;**
5. **Repairing or replacing septic tanks, leach fields, grinder pumps, lift stations, or any non-conforming drain line, such as a basement or storm drain, connected to Your Exterior Sewer/Septic Line.**
6. **Any materials that have been deemed by law to be defective;**
7. **Any shared Exterior Sewer/Septic Line that provides service to multiple properties or secondary buildings, whether known or unknown;**
8. **Repairs to any line that branches off Your main Sewer/Septic Line;**
9. **Repair or replacement of any part of Your Exterior Sewer/Septic Line that is not expressly stated to be covered in "What's Covered" above.**

Eligibility: A single structure owned by You, used and zoned for residential occupancy ("Residence") that is permanently secured to the ground, and the land it is located on is also owned by You ("Property") is eligible. Residences include single family homes (inclusive of manufactured housing) and townhomes. Any recreational vehicle or other type of home on wheels that is intended to be moved and/or property used for commercial purposes is not eligible. If You are aware of any pre-existing conditions, defects or deficiencies with Your Exterior Sewer/Septic Line prior to the Start Date of Your first Term, then You are not eligible for this coverage.

If You reside in a multi-family structure and do not own the entire structure, it will be Your responsibility to provide SLWA with a signed release from all other homeowners for any work which may affect their portion of the structure. This release must be signed and submitted before any work will begin. Any failure by You to submit such signed releases shall discharge SLWA from its obligations to complete any work for which such releases are required. To obtain a release form call SLWA.

Length of Service Agreement: Your Service Agreement begins on the Start Date listed on Your Declaration Page and will continue for twelve (12) months ("Term") provided neither You nor We cancel. See "Cancellation/Refund" below. There is an initial waiting period of thirty (30) days, within which You will not be able to request a Service Call. This means You will receive less than twelve (12) full months of coverage during the first year. Upon renewal (if applicable), You will not be subject to a waiting period.

How to call for repairs: You must call SLWA and a service representative will assist in the diagnosis of Your repair and the scheduling of a visit from one of SLWA's approved local technicians. You will not be reimbursed for work done by technicians who are not authorized by SLWA. Technicians must have safe and clear access to, and safe working conditions at and around the work area. There is no Service Call fee.

Covered repairs: Whether Your Exterior Sewer/Septic Line is to be repaired or replaced is entirely within the discretion of SLWA. Covered repairs are guaranteed against defects in materials and workmanship for one year. Under the guarantee We will arrange at Our expense and discretion for repair or replacement. We disclaim any and all statutory or common law warranties (whether express or implied) other than Our covered repair guarantee and any implied warranties that cannot be excluded under applicable law.

Receiving Documents Electronically: You can receive Your Service Agreement and all related documents electronically. If You consented to electronic delivery, these documents will be sent to the email address listed on Your Declaration Page ("Email Address"). Documents sent to the Email Address will be deemed to have been received by You. You may stop receiving documents electronically by calling SLWA or by updating Your preferences in Your profile on HomeServe's website. You may also call SLWA to update Your Email Address or to receive a paper copy of Your Service Agreement.

Renewal: If You pay through Your utility bill, by credit/debit card or by direct debit this Service Agreement will automatically renew for a further term of twelve (12) months. If You paid by check, or if You pay by credit/debit card and requested that We not automatically renew this Service Agreement, You must renew this Service Agreement prior to the end of the Term to ensure continuous coverage. We reserve the right to not offer this Service Agreement upon renewal.

Cancellation/Refund: You may cancel this Service Agreement at any time by calling SLWA. If You cancel within thirty (30) days of the Start Date, You will receive a full refund less any claims paid by Us. If You cancel more than thirty (30) days after the Start Date, Your cancellation will be effective at the end of the then current billing month. If applicable, You will be entitled to a pro-rata refund less any claims paid by Us.

If Your local utility company or municipality provides similar coverage to You at no charge, You can contact SLWA to cancel and You will receive a refund of the payments You have made less any claims paid by Us. You may be required to provide evidence of the similar coverage. If We find that You have such coverage or are otherwise ineligible for the coverage provided by this Service Agreement, We may cancel on no less than fifteen (15) days' written notice to You and will refund the payments You have made less any claims paid by Us.

We may cancel for any reason on sixty (60) days' written notice to You. We can also cancel, on no less than fifteen (15) days' written notice to You for: (a) non-payment of the Price; or (b) Your fraud or misrepresentation of facts that are material to this Service Agreement or benefits provided under it. If We cancel under (b) above, You will be entitled to a pro-rata refund less any claims paid by Us.

Written notices from Us under this section will tell You exactly when Your Service Agreement will be cancelled and why it has been cancelled. The notice periods referred to in this section begin when We send the notice to You.

Key Terms:

"**Declaration Page**" - The enclosed document that forms a part of this Service Agreement, listing important information regarding You, Your Property and other vital information.
"**Price**" – The amount You agree to pay for this Service Agreement, as listed on Your Declaration Page.
"**Service Agreement**" - The documents that constitute all of Your rights and responsibilities as a Service Agreement holder; which consist of these terms and conditions and Your Declaration Page.
"**Service Call**" – A visit to Your Property by one of SLWA's approved local technicians, where work is performed to diagnose

and complete a single repair, or where it is determined the repair is not covered.
"**You**" or "**Your**" - The purchaser of this Service Agreement who is the Service Agreement holder listed on the Declaration Page.

Privacy Policy: Any information You provide SLWA will be accessed, collected, used, transmitted, disclosed, stored, maintained and otherwise handled to administer Your Service Agreement by SLWA or its group of companies, including, but not limited to, disclosing Your address, telephone number, and other contact information to third parties who conduct services on SLWA's behalf. SLWA or its group of companies and their selected partners may also use Your data to keep You informed by mail, telephone or email of any products or services which they consider may be of interest to You and related to this Service Agreement. For further details on how SLWA uses Your information, please see their Privacy Policy at www.homeserveusa.com/Customer_Data_Privacy_Policy.html. Should You have any questions or concerns about SLWA's Privacy Policy or how they are using Your information or to update Your privacy preferences, please contact SLWA.

Assignment/Amendment: We reserve the right to change this Service Agreement (including the price or to charge an additional fee) and to delegate any of Our obligations at Our sole discretion provided We give You thirty (30) days' prior written notice of the changes. The changes will become effective thirty (30) days after We send You the notice. If You do not like the changes, You may cancel this Service Agreement. You may not change this Service Agreement or delegate any of Your obligations. Should certain terms or conditions in this Service Agreement be held to be invalid or unenforceable, the remainder of the terms and conditions in this Service Agreement shall remain valid.

Transfer: This Service Agreement is not transferable by You.

Responsibility for benefits owed to You: This is not an insurance policy; it is a Service Agreement. SLWA will serve as Your point-of-contact for all questions or concerns. Our obligations under this Service Agreement are insured under a service contract reimbursement insurance policy. If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, You are entitled to make a claim against the insurer, Virginia Surety Company, Inc., 175 West Jackson Blvd., 11th Floor, Chicago, IL 60604, 1-800-209-6206.

Our Liability: To the fullest extent permitted by applicable law, (1) You agree that We, SLWA, and HomeServe, and all of their respective parents, successors, affiliates, approved technicians and our and their officers, directors, employees, affiliates, agents, and contractors or similar parties acting on behalf of Us, SLWA, or HomeServe shall not be liable to You or anyone else for: (a) any actual losses or direct damages that exceed the lowest applicable per repair benefit limit set out above relating to any repairs performed by Us, SLWA, or HomeServe or on behalf of Us, SLWA, or HomeServe or services provided hereunder giving rise to such loss or damage; or (b) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, damages based on anticipated or lost profits, wages, or revenue, or damages based on diminution in value or a multiple of earnings, including those caused by any fault, failure, delay or defect in providing any repairs performed by Us, SLWA, or HomeServe or on behalf of Us, SLWA, or HomeServe or services provided under this Service Agreement, regardless of whether such damages were foreseeable and whether or not We, SLWA, or HomeServe or anyone acting on behalf of Us, SLWA, or HomeServe have been advised of the possibility of such damages (the damages listed in clauses (a) and (b), collectively the "Excluded Damages"); and (2) these limitations and waivers shall apply to all claims and all liabilities and shall survive the cancellation or expiration of this Service Agreement. You may have other rights that vary from state to state.

Arbitration: YOU, NAW, SLWA, AND HOMESERVE ALL AGREE TO RESOLVE DISPUTES ONLY BY FINAL AND BINDING ARBITRATION OR IN SMALL CLAIMS COURT as follows:

A. **EXCEPT FOR SMALL CLAIMS COURT CASES THAT QUALIFY, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS SERVICE AGREEMENT OR FROM ANY OTHER AGREEMENT BETWEEN US, OR SERVICES OR BENEFITS YOU RECEIVE OR CLAIM TO BE OWED FROM NAW, SLWA, OR HOMESERVE, WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION BY ONE OR MORE ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), OR ANOTHER ARBITRATION ADMINISTRATOR THAT WE MUTUALLY AGREE UPON.** Arbitration will apply not only to claims against NAW, SLWA, or HomeServe, but also claims against the officers, directors, managers, employees, agents, affiliates, insurers, technicians, successors or assigns of NAW, SLWA, or HomeServe. Arbitration and this paragraph shall apply to claims that arose at any time, including claims arising before this paragraph became binding on the parties. The federal arbitration act (9 U.S.C. §§ 1 et seq.) and not any state law applies to this agreement.
B. For claims of $10,000 or less, the party bringing the claim can choose to proceed by way of binding arbitration pursuant to the AAA's rules or, alternatively, can bring an individual action in small claims court.
C. **YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION.** This means that You may not be a representative

or member of any class of claimants or act as a private attorney general in court or in arbitration with respect to any claim. Notwithstanding any other provision of this Service Agreement, the arbitrator shall not have the power to determine that class arbitration is permissible. The arbitrator also shall not have the power to preside over class or collective arbitration, or to award any form of class-wide or collective remedy. Instead, the arbitrator shall have power to award money or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. No class or representative or private attorney general theories of liability or prayers for relief may be maintained in any arbitration held under this Service Agreement.

D. SLWA will pay any filing fee, administration, service or case management fee, and arbitrator fee that the AAA charges You for arbitration of the dispute, up to a maximum of $1,500; provided, however, that the arbitrator may award costs and expenses to any party, if allowed by law. If You provide us with signed written notice that You cannot pay the filing fee, SLWA will pay the fee directly to the AAA.
E. If for some reason the prohibition on class arbitrations set forth in Subsection C cannot be enforced, then the agreement to arbitrate will not apply.
F. **IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU, NAW, SLWA AND HOMESERVE AGREE THAT THERE WILL NOT BE A JURY TRIAL.** You, NAW, SLWA and HomeServe unconditionally waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating in any way to this Service Agreement or from any other agreement between us, or the services or benefits You receive or claim to be owed from NAW, SLWA or HomeServe, including as to claims asserted against any of the officers, directors, managers, employees, agents, affiliates, insurers, technicians, approved technicians, successors or assigns of NAW, SLWA or HomeServe.

State variations: The following shall apply if inconsistent with any other terms and conditions of this Service Agreement:

[Please click here to see if any state specific variations apply to You.]

Interior Plumbing and Drainage Terms and Conditions

YOUR ENCLOSED DECLARATION PAGE IS AN INTEGRAL PART OF YOUR SERVICE AGREEMENT AND ALONG WITH THESE TERMS AND CONDITIONS CONSTITUTE YOUR ENTIRE AGREEMENT

Utility Service Partners Private Label, Inc., known as Service Line Warranties of America ("SLWA"), a subsidiary of HomeServe USA Corp. ("HomeServe"), is the entity that will administer the service under this Service Agreement. You may contact SLWA by mail at 1232 Premier Drive, Chattanooga, TN 37421 or by calling toll-free 1-866-922-9006. North American Warranty, Inc. ("NAW", "Provider", "We", "Us" or "Our") is the entity obligated to provide service under this Service Agreement. You may contact NAW by mail at 175 West Jackson Blvd., Chicago, IL 60604, or by calling toll-free 1-866-918-4680.

What's Covered: We will arrange and pay for the repair or replacement due to normal wear and tear of a broken, leaking, low pressure, or permanently blocked Interior Plumbing and Drainage system for which You have sole responsibility, that supports Your Residence. Your Interior Plumbing and Drainage includes all of the water supply pipes, and all of the drainage pipes connected to the main sewer stack, within the interior limits of Your Residence. We will also unclog a toilet pipe that has been clogged by a material that is intended to be handled by a toilet. Coverage extends to Interior Plumbing and Drainage that may be embedded under a slab or basement floor. Any part of Your Interior Plumbing and Drainage beyond these limits will not be covered. Low pressure means less than 30 pounds per square inch with 2 or fewer fixtures open.

You must call SLWA to arrange for service in order for repairs to be covered. See "How to Call for Repairs" below.

Restoration: Restoration to any floor inside Your Residence disturbed by the repair is limited to leaving You with a floor that it is sufficiently safe to walk on. We will not be responsible for reinstating floor coverings, fixtures, fittings, walls or wall coverings to their original state. Debris will be removed from the restoration area.

Benefit Limit: The maximum benefit limit is up to $3,000 for each Service Call. Any repair or replacement charges beyond Your Service Call benefit limit are Your responsibility.

What's Not Covered: We will not be responsible for any of the following:

1. **Damages, losses and expenses, whether from negligence or otherwise, caused by: (a) You or any person or entity other than Us or SLWA or (b) unusual circumstances, including a natural disaster, or an act of God;**
2. **Consequential, incidental, or punitive damages arising from conducting repair work or as a result of the covered repair, for example damages necessary to reasonably access the repair area. Your rights and remedies may vary depending on the state where Your Residence is located;**
3. **Any correction, upgrade, or move of Your existing Interior Plumbing and Drainage not directly related to the necessary covered repair, in order to meet any code, law, regulation, or ordinance;**
4. **Repairs to any section of Your Interior Plumbing and Drainage that You share with any third party or is covered by a homeowners', condominium or like association;**
5. **Repairing or replacing any non-conforming drain line, such as a basement or storm drain;**
6. **Appliances; Any fittings or fixtures, for example water tanks, water heaters, radiators, bathroom fittings, faucets, toilets, baths, shower pans, shower/bath diverters and sinks, pressure reducing valves and backflow prevention devices, sprinkler systems, spigots, garbage disposals, pumps or grinders;**
7. **Thawing of frozen pipes;**
8. **Repair or replacement of any part of Your Interior Plumbing and Drainage that is not expressly stated to be covered in "What's Covered" above.**

Eligibility: A single structure or a single Unit within a structure owned by You, used and zoned only for residential occupancy and not intended to be moved ("Residence") is eligible. Residences include single family homes (inclusive of manufactured housing), townhomes, and apartments. A single structure that is owned by You and used and zoned only for residential occupancy that includes multiple Units ("Multifamily Residence") is also eligible. If You own a Multifamily Residence, You must provide the specific Unit mailing address for each Service Agreement You purchase. Any recreational vehicle or property used for commercial purposes is not eligible. If You are aware of any pre-existing conditions, defects or deficiencies with Your Interior Plumbing and Drainage, prior to the Start Date of Your first Term, then Your Residence is not eligible for this coverage.

Length of Service Agreement: Your Service Agreement begins on the Start Date listed on Your Declaration Page and will continue for twelve (12) months ("Term") provided neither You nor We cancel. See "Cancellation/Refund" below. There is an initial waiting period of thirty (30) days, within which You will not be able to request a Service Call. This means You will

receive less than twelve (12) full months of coverage during the first year. Upon renewal (if applicable), You will not be subject to a waiting period.

How to call for repairs: You must call SLWA and a service representative will assist in the diagnosis of Your repair and the scheduling of a visit from one of SLWA's approved local technicians. You will not be reimbursed for work done by technicians who are not authorized by SLWA. Technicians must have safe and clear access to, and safe working conditions at and around the work area. There is no Service Call fee.

Covered repairs: Whether Your Interior Plumbing and Drainage is to be repaired or replaced is entirely within the discretion of SLWA. Covered repairs are guaranteed against defects in materials and workmanship for one year. Under the guarantee we will arrange at Our expense and discretion for repair or replacement. We disclaim any and all statutory or common law warranties (whether express or implied) other than Our covered repair guarantee and any implied warranties that cannot be excluded under applicable law.

Receiving Documents Electronically: You can receive Your Service Agreement and all related documents electronically. If You consented to electronic delivery, these documents will be sent to the email address listed on Your Declaration Page ("Email Address"). Documents sent to the Email Address will be deemed to have been received by You. You may stop receiving documents electronically by calling SLWA or by updating Your preferences in Your profile on HomeServe's website. You may also call SLWA to update Your Email Address or to receive a paper copy of Your Service Agreement.

Renewal: If You pay through Your utility bill, by credit/debit card or by direct debit this Service Agreement will automatically renew for a further term of 12 months. If You paid by check, or if You pay by credit/debit card and requested that We not automatically renew this Service Agreement, You must renew this Service Agreement prior to the end of the Term to ensure continuous coverage. We reserve the right to not offer this Service Agreement upon renewal.

Cancellation/Refund: You may cancel this Service Agreement at any time by calling SLWA. If You cancel within thirty (30) days of the Start Date, You will receive a full refund less any claims paid by Us. If You cancel more than thirty (30) days after the Start Date, Your cancellation will be effective at the end of the then current billing month. If applicable, You will be entitled to a pro-rata refund less any claims paid by Us.

If Your local utility company or municipality provides similar coverage to You at no charge, You can contact SLWA to cancel and You will receive a refund of the payments You have made less any claims paid by Us. You may be required to provide evidence of the similar coverage. If We find that You have such coverage or are otherwise ineligible for the coverage provided by this Service Agreement, We may cancel on no less than fifteen 15 days' written notice to You and will refund the payments You have made less any claims paid by Us.

We may cancel for any reason on sixty (60) days' written notice to You. We can also cancel, on no less than fifteen (15) days' written notice to You for: (a) non-payment of the Price; or (b) Your fraud or misrepresentation of facts that are material to this Service Agreement or benefits provided under it. If We cancel under (b) above, You will be entitled to a pro-rata refund less any claims paid by Us.

Written notices from Us under this section will tell You exactly when Your Service Agreement will be cancelled and why it has been cancelled. The notice periods referred to in this section begin when We send the notice to You.

Key Terms:

"**Declaration Page**" - The enclosed document that forms a part of this Service Agreement, listing important information regarding You, Your Residence and other vital information.
"**Price**" – The amount You agree to pay for this Service Agreement, as listed on Your Declaration Page.
"**Service Agreement**" - The documents that constitute all of Your rights and responsibilities as a Service Agreement holder; which consist of these terms and conditions and Your Declaration Page.
"**Service Call**" – A visit to Your Residence by one of SLWA's approved local technicians, where work is performed to diagnose and complete a single covered repair, or where it is determined the repair is not covered.
"**Unit**" – A self-contained space that includes, at minimum, a living area, kitchen and bathroom within Your Residence.
"**You**" or "**Your**" - The purchaser of this Service Agreement who is the Service Agreement holder listed on the Declaration Page.

Privacy Policy: Any information You provide SLWA will be accessed, collected, used, transmitted, disclosed, stored, maintained and otherwise handled to administer Your Service Agreement by SLWA or its group of companies, including, but not limited to, disclosing Your address, telephone number, and other contact information to third parties who conduct services on SLWA's behalf. SLWA or its group of companies and their selected partners may also use Your data to keep

You informed by mail, telephone or email of any products or services which they consider may be of interest to You and related to this Service Agreement. For further details on how SLWA uses Your information, please see their Privacy Policy at www.homeserveusa.com/Customer_Data_Privacy_Policy.html. Should You have any questions or concerns about SLWA's Privacy Policy or how they are using Your information or to update Your privacy preferences, please contact SLWA.

Assignment/Amendment: We reserve the right to change this Service Agreement (including the price or to charge an additional fee) and to delegate any of Our obligations at Our sole discretion provided We give You thirty (30) days' prior written notice of the changes. The changes will become effective thirty (30) days after We send You the notice. If You do not like the changes, You may cancel this Service Agreement. You may not change this Service Agreement or delegate any of Your obligations. Should certain terms or conditions in this Service Agreement be held to be invalid or unenforceable, the remainder of the terms and conditions in this Service Agreement shall remain valid.

Transfer: This Service Agreement is not transferable by You.

Responsibility for benefits owed to You: This is not an insurance policy; it is a Service Agreement. SLWA will serve as Your point-of-contact for all questions or concerns. Our obligations under this Service Agreement are insured under a service contract reimbursement insurance policy. If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, You are entitled to make a claim against the insurer, Virginia Surety Company, Inc., 175 West Jackson Blvd., 11th Floor, Chicago, IL 60604, 1-800-209-6206.

Our Liability: To the extent permitted by applicable law, (1) You agree that We, SLWA and HomeServe, and all of their parents, successors, affiliates, approved technicians and our and their officers, directors, employees, affiliates, agents and contractors shall not be liable to You or anyone else for: (a) any actual losses or direct damages that exceed the lowest applicable per covered repair benefit limit set out above; or (b) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, including those caused by any fault, failure, delay or defect in providing services under this Service Agreement, and (2) these limitations and waivers shall apply to all claims and all liabilities and shall survive the cancellation or expiration of this Service Agreement. You may have other rights that vary from state to state.

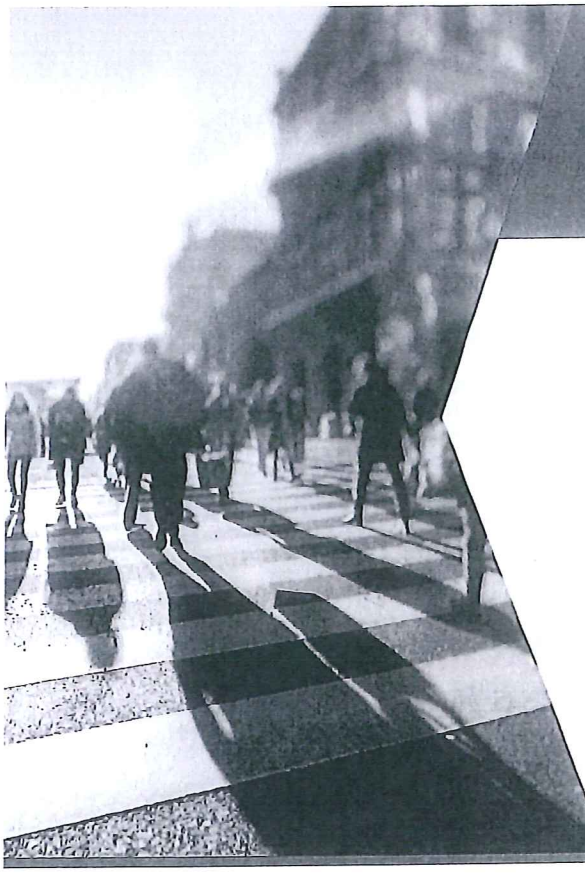
Arbitration: YOU, NAW, SLWA AND HOMESERVE ALL AGREE TO RESOLVE DISPUTES ONLY BY FINAL AND BINDING ARBITRATION OR IN SMALL CLAIMS COURT as follows:

A. **EXCEPT FOR SMALL CLAIMS COURT CASES THAT QUALIFY, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS SERVICE AGREEMENT OR FROM ANY OTHER AGREEMENT BETWEEN US, OR SERVICES OR BENEFITS YOU RECEIVE OR CLAIM TO BE OWED FROM NAW, SLWA, OR HOMESERVE, WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION BY ONE OR MORE ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), OR ANOTHER ARBITRATION ADMINISTRATOR THAT WE MUTUALLY AGREE UPON.** Arbitration will apply not only to claims against NAW, SLWA, or HomeServe, but also claims against the officers, directors, managers, employees, agents, affiliates, insurers, technicians, successors or assigns of NAW, SLWA or HomeServe. Arbitration and this paragraph shall apply to claims that arose at any time, including claims arising before this paragraph became binding on the parties. The federal arbitration act (9 U.S.C. §§ 1 et seq.) and not any state law applies to this agreement.
B. For claims of $10,000 or less, the party bringing the claim can choose to proceed by way of binding arbitration pursuant to the AAA's rules or, alternatively, can bring an individual action in small claims court.
C. **YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION.** This means that You may not be a representative or member of any class of claimants or act as a private attorney general in court or in arbitration with respect to any claim. Notwithstanding any other provision of this Service Agreement, the arbitrator shall not have the power to determine that class arbitration is permissible. The arbitrator also shall not have the power to preside over class or collective arbitration, or to award any form of class-wide or collective remedy. Instead, the arbitrator shall have power to award money or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. No class or representative or private attorney general theories of liability or prayers for relief may be maintained in any arbitration held under this Service Agreement.
D. SLWA will pay any filing fee, administration, service or case management fee, and arbitrator fee that the AAA charges You for arbitration of the dispute, up to a maximum of $1,500; provided, however, that the arbitrator may award costs and expenses to any party, if allowed by law. If You provide us with signed written notice that You cannot pay the filing fee, SLWA will pay the fee directly to the AAA.
E. If for some reason the prohibition on class arbitrations set forth in Subsection C cannot be enforced, then the agreement to arbitrate will not apply.
F. **IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU, NAW, SLWA AND HOMESERVE AGREE THAT THERE WILL NOT BE A JURY TRIAL.** You, NAW, SLWA and HomeServe unconditionally

waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating in any way to this Service Agreement or from any other agreement between us, or the services or benefits You receive or claim to be owed from NAW, SLWA or HomeServe, including as to claims asserted against any of the officers, directors, managers, employees, agents, affiliates, insurers, technicians, approved technicians, successors or assigns of NAW, SLWA or HomeServe.

State variations: The following shall apply if inconsistent with any other terms and conditions of this Service Agreement:

[Please click here to see if any state specific variations apply to You.]



NLC Service Line Warranty Program Overview

What We Do

The NLC Service Line Warranty Program offers affordably priced emergency repair/replacement plans to address aging private sewer and water infrastructure. Customers call to receive prompt emergency repairs provided by local, licensed and insured contractors.

- Water Line
- Sewer Line
- Interior Plumbing

Benefits to Homeowners

Many homeowners are not aware of their responsibility for their service lines until they have a repair emergency. When they call the city, they often find that they are faced with a costly repair and that the city can't help them. Over the past three years, we have performed over 1.2 million repairs, saving our customers over $394 million!

Convenience

- 24/7/365 claims hotline, including holidays
- No need to search for a qualified contractor in an emergency

Peace of Mind/Trust

- Fully vetted, licensed and insured local contractors
- Covered repairs guaranteed for one year

Financial Protection

- No deductibles or trip fees
- Affordably priced coverage
- 30-day money-back guarantee with ability to cancel at any time

Over 500

partners across North America participate in the program!

For more information contact:

1-866-974-4801 or

partnerships@utilitysp.net

NLC NATIONAL LEAGUE OF CITIES
CITIES STRONG TOGETHER

Administered by Utility Service Partners, Inc.
a HomeServe Company

Benefits to the City

The NLC Service Line Warranty Program is administered by Utility Service Partners, a HomeServe company, and offers offers comprehensive programs that provide these important benefits:

Customer Education

- Increasing homeowner awareness of their responsibility reduces calls to the city/utility and customer dissatisfaction with the city for not offering a solution
- The program is offered at no cost to the city
- Use of city logo promotes trust

Customer Satisfaction

- 98% customer satisfaction rating
- 9 out of 10 customers surveyed would recommend the program to friends, family and neighbors
- More than 90% of customers trust the program because of the partnership with the city

Funding for Key Initiatives

Many partners participate in a share of the revenue often utilized for:

- Low-income assistance and affordability programs
- Conservation initiatives
- Offsetting rate increases
- Infrastructure improvement projects

I was glad I had the warranty because it saved me from paying for a costly sewer line repair.

Cynthia T.
Kansas City, MO

I am thankful this service was offered to homeowners. It made a bad situation completely trouble-free. Thanks for everything.

J. Talbert
Albemarle, NC

For more information contact:
1-866-974-4801 or
partnerships@utilitysp.net

NLC NATIONAL LEAGUE OF CITIES
CITIES STRONG TOGETHER

Administered by
Utility Service Partners, Inc.
a HomeServe Company

COL 18 0501 NPO

MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of _____, 20__ ("**Effective Date**"), by and between the City of Dundee, Oregon ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ('**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Residential Property Owner**"); and

WHEREAS, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a '**Product**" and collectively, the "**Products**"); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Residential Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Residential Property Owners subject to the terms and conditions herein.

2. **Grant of License.** City hereby grants to Company a non-exclusive license ("**License**") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of Company during the Term and any Renewal Term of this Agreement.

3. **Term.** The term of this Agreement ("**Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("**Renewal Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach

is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Indemnification.** Company hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "**Indemnitee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services under the Products; provided that the applicable Indemnitee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

5. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Rob Daykin
City of Dundee
P.O. Box 220
620 SW 5th Street
Dundee, OR 97115
Phone: 503.538.3922

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
4000 Town Center Blvd, Suite 400
Canonsburg, PA 15317
Phone: (866) 974-4801

6. **Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

7. **Assignment.** This Agreement and the License granted herein may not be assigned by Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of the City, such consent not to be unreasonably withheld.

8. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

9. **Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Oregon. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

10. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

CITY OF DUNDEE

_____

Name:

Title:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

_____

Name: Michael Backus

Title: Chief Sales Officer

Exhibit A
NLC Service Line Warranty Program
City of Dundee
Term Sheet
January 24, 2019

I. Initial Term. Three years

II. License Conditions.
a. City logo on letterhead, advertising, billing, and marketing materials
b. Signature by City official

III. Products.
a. External water service line warranty (initially, $5.25 per month)
b. External sewer/septic line warranty (initially, $7.25 per month)
c. Interior plumbing and drainage warranty (initially, $9.49 per month)
Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed $.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.
a. External water service line warranty:
- Homeowner responsibility: From the meter and/or curb box to the external wall of the home.
- Covers thawing of frozen external water lines.
- Covers well service lines if applicable.
b. External sewer/septic line warranty:
- Homeowner responsibility: From the exit point of the home to the main.
- Covers septic lines if applicable
c. Interior plumbing and drainage warranty:
- Water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage warranty Product via in-bound channels only.

AGENDA REPORT

To: Mayor Russ and City Council

From: Rob Daykin, City Administrator

Date: February 13, 2019

Re: City Administrator Evaluation

At the February 5 meeting the Council elected to conduct the annual evaluation of the city administrator without additional input from non-councilors this year, but using the same on-line format used in the prior year. I discussed this with Mid-Willamette Valley Council of Governments (COG) Executive Director Sean O'Day and he informed me the COG is still willing to continue to assist in this process but the COG Board has imposed two new policies: 1) The COG will no longer assist in compensation review as this is a key function of the Local Government Personnel Institute (LGPI) and the COG does not wish to compete with LGPI, and 2) The presentation and discussion of the annual evaluation summary by the COG Executive Director to the Council must be set at a specific time. In this case the compensation review is not required for Fiscal Year 2019-2020. Since the evaluation will be discussed in executive session as provided by State law, the easiest approach appears to be conducting the review prior to a regular meeting. Executive Director O'Day had a conflict with the March19 regular meeting date, but would be available for the next Council meeting on April 2. If Council agrees to this approach, I recommend meeting at 6:00 pm to allow sufficient transition time following the end of the executive session to the 7:00 pm start of the regular meeting.

Recommendation: Motion to set a special council meeting on April 2, 2019 at 6:00 pm for the purpose of conducting a performance review of the city administrator in executive session.

AGENDA REPORT

To: Mayor Russ and City Council

From: Rob Daykin, City Administrator

Date: February 13, 2019

Re: Department Head Hiring

Section 2.120.030 of the Dundee Municipal Code states the City Council has exclusive control over the hiring of department heads. This unusual provision was adopted when the City first established the position of City Administrator (replaced the City Recorder position) in 1997 and is a carryover from when the Council had significant involvement in the administration of the City including the hiring of the Police Chief and City Recorder. While department head is a generic description, the City has two primary areas of operations with the following associated management positions: Fire Chief and Public Works Supervisor. The City Administrator delegates purchasing authority, budget preparation responsibilities, employee recruitment, and employee oversight to the Fire Chief and Public Works Supervisor. Matters of employee discipline are brought to the City Administrator. The City Administrator ensures policy of the City Council is carried out, including the efficient and effective delivery of municipal services through the management team. It is inconceivable that the City Administrator (or City Manager) would not have the exclusive authority to hire persons that best fulfills the needs and requirements of the respective positions and provides the best fit for the management team. I recommend Section 2.12.030 be amended to remove the hiring of department heads by the Council.

2.12.030 Authority over city employees.

The city administrator shall have general supervision and control, including hiring, discipline and discharge, over all city employees, except the municipal court judge and the hiring of city department heads for which council retains exclusive control, and shall designate the duties employees shall perform and all matters pertaining to their work for the city. The city council may, by resolution or ordinance, provide rules under which the city administrator shall exercise said direction and supervision.

CITY of DUNDEE
Oregon

The following additional pages were addendum items from the February 19, 2019 City Council Meeting.

CITY OF DUNDEE

Statement of Activities

From 7/1/2018 Through 01/31/2019

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	665,982	17,665	-	-	-	-	-	45,615	-	142,051	-	-	-	-	-	-	871,313
Franchise Fees	34,653	-	18,913	-	-	-	-	-	-	-	-	-	-	-	-	-	53,566
Licenses & Permits	28,752	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28,752
Intergovernmental Revenue	123,507	143,726	99,404	-	14,983	-	-	-	-	-	-	-	-	-	-	-	381,620
Charges for Services	159,155	-	-	-	-	-	-	-	-	-	432,132	6,057	798,749	(5,622)	63,260	(2,436)	1,451,296
Fines & Forfeitures	33,308	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	33,308
Miscellaneous Revenue	10,272	543	25,341	513	128	8,569	48	1,269	986,096	926	3,453	3,644	923	6,330	426	10,959	1,059,439
Total Revenue	1,055,629	161,935	143,658	513	15,111	8,569	48	46,884	986,096	142,977	435,585	9,701	799,672	708	63,686	8,523	3,879,293
Expenditures																	
Personnel	384,231	28,135	-	-	-	-	-	-	-	-	112,164	-	118,634	-	16,605	-	659,769
Materials & Services	427,772	118,664	-	-	10,165	-	1,163	14,513	143,514	-	126,049	-	159,320	-	11,176	-	1,012,336
Capital Outlay	9,066	-	540,731	-	-	-	-	-	400,379	-	20,466	276,611	-	638	-	29,320	1,277,209
Debt Service	-	-	38,729	-	-	58,627	-	-	-	-	-	58,602	-	364,328	11,799	-	532,085
Total Expenditures	821,069	146,799	579,460	-	10,165	58,627	1,163	14,513	543,893	-	258,679	335,212	277,955	364,966	39,580	29,320	3,481,400
Excess (defiency) of Revenue over Expenditures	234,559	15,136	(435,802)	513	4,946	(50,059)	(1,115)	32,371	442,203	142,977	176,906	(325,512)	521,718	(364,258)	24,106	(20,797)	397,893
Other Financing Sources (Uses)	61,051	-	221,000	-	-	-	-	-	-	-	(21,120)	-	(428,431)	388,500	-	-	221,000
Net Changes to Fund Balance	295,610	15,136	(214,802)	513	4,946	(50,059)	(1,115)	32,371	442,203	142,977	155,787	(325,512)	93,287	24,242	24,106	(20,797)	618,893
Beginning Fund Balance	580,548	37,384	84,173	43,815	7,624	766,738	5,078	86,010	249	15,583	62,360	493,061	40,465	493,667	20,298	83,235	2,820,287
Ending Fund Balance	876,158	52,520	(130,629)	44,328	12,570	716,679	3,963	118,381	442,452	158,560	218,146	167,550	133,752	517,909	44,404	62,438	3,439,181

City of Dundee

Statement of Revenues & Expenditures

01-General Fund

From 01/1/2019 Through 01/31/2019

(In Whole Numbers)

****UNAUDITED****

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Taxes	10,182	665,982	707,900	-6%	(41,918)
Franchise Fees	5,131	34,653	152,600	-77%	(117,947)
Licenses & Permits	4,278	28,752	72,700	-60%	(43,948)
Intergovernmental Revenue	4,930	123,507	177,800	-31%	(54,293)
Charges for Services	18,483	159,155	228,400	-30%	(69,245)
Fines & Forfeitures	3,824	33,308	56,000	-41%	(22,692)
Miscellaneous Revenues	2,008	10,272	15,500	-34%	(5,228)
Total REVENUES	48,836	1,055,629	1,410,900	-25%	(355,271)
EXPENDITURES					
General Govt	31,080	226,274	383,400	41%	157,126
Court	1,713	15,174	24,700	39%	9,526
Community Development	9,646	60,683	134,900	55%	74,217
Police Services	38,297	251,562	503,200	50%	251,638
Fire Services	35,079	267,377	497,300	46%	229,923
Total EXPENDITURES	115,815	821,069	1,543,500	47%	722,431
Excess (deficiency) of Revenue Over Expenditures	(66,979)	234,559	(132,600)	-277%	367,159
OTHER FINANCING SOURCES (USES)					
Transfers In	7,159	61,051	104,400	-42%	(43,349)
Transfers Out	0	0	(56,000)	-100%	56,000
Other Uses	0	0	(80,000)	0%	80,000
Total OTHER FINANCING SOURCES (USES)	7,159	61,051	(31,600)	-293%	92,651
NET CHANGE IN FUND BALANCE	(59,819)	295,610	(164,200)	-280%	459,810
BEGINNING FUND BALANCE	935,977	580,548	575,900	1%	4,648
ENDING FUND BALANCE	876,158	876,158	411,700	113%	464,458

CITY OF DUNDEE

Statement of Revenues and Expenditures
01 - Admin / Finance
001 - General Fund
From 1/1/2019 Through 1/31/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
EXPENDITURES					
Personnel Services					
Salaries & Wages	13,820	96,822	166,200	42 %	69,378
Personnel Benefits	7,624	51,684	90,000	43 %	38,316
Total Personnel Services	21,444	148,506	256,200	42 %	107,694
Materials & Services					
Supplies	178	2,086	4,200	50 %	2,114
Professional Services	7,358	35,551	54,800	35 %	19,249
Contractual Services	110	771	1,300	41 %	529
Travel & Training	324	6,557	18,100	64 %	11,543
Insurance	(348)	8,800	9,000	2 %	200
Regulatory Requirements	300	775	800	3 %	25
Utilities	539	3,384	6,900	51 %	3,516
Repairs & Maintenance	574	4,798	8,800	45 %	4,003
Other Materials & Services	602	5,981	14,400	58 %	8,419
Total Materials & Services	9,636	68,702	118,300	42 %	49,598
Capital Outlay					
	0	9,066	8,900	(2)%	(166)
Total EXPENDITURES	31,080	226,274	383,400	41 %	157,126

CITY OF DUNDEE

Statement of Revenues and Expenditures
02 - Court
001 - General Fund
From 1/1/2019 Through 1/31/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
EXPENDITURES					
Personnel Services					
Salaries & Wages	776	5,735	9,400	39 %	3,665
Personnel Benefits	639	4,375	7,700	43 %	3,325
Total Personnel Services	1,415	10,110	17,100	41 %	6,990
Materials & Services					
Supplies	0	75	200	62 %	125
Professional Services	0	1,791	2,300	22 %	509
Contractual Services	274	1,918	3,300	42 %	1,382
Travel & Training	0	999	1,000	0 %	1
Other Materials & Services	24	280	800	65 %	520
Total Materials & Services	298	5,063	7,600	33 %	2,537
Total EXPENDITURES	1,713	15,174	24,700	39 %	9,526

CITY OF DUNDEE

Statement of Revenues and Expenditures
03 - Community Development
001 - General Fund
From 1/1/2019 Through 1/31/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
EXPENDITURES					
Personnel Services					
Salaries & Wages	898	6,619	11,100	40 %	4,481
Personnel Benefits	751	5,009	8,800	43 %	3,791
Total Personnel Services	1,650	11,628	19,900	42 %	8,272
Materials & Services					
Supplies	0	37	500	93 %	463
Professional Services	4,978	38,928	57,000	32 %	18,072
Contractual Services	3,018	9,467	36,000	74 %	26,533
Travel & Training	0	180	1,400	87 %	1,220
Other Materials & Services	0	443	20,100	98 %	19,657
Total Materials & Services	7,996	49,055	115,000	57 %	65,945
Total EXPENDITURES	9,646	60,683	134,900	55 %	74,217

CITY OF DUNDEE

Statement of Revenues and Expenditures
04 - Police Dept
001 - General Fund
From 1/1/2019 Through 1/31/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
EXPENDITURES					
Materials & Services					
Contractual Services	38,297	251,562	503,200	50 %	251,638
Total Materials & Services	38,297	251,562	503,200	50 %	251,638
Total EXPENDITURES	38,297	251,562	503,200	50 %	251,638

CITY OF DUNDEE

Statement of Revenues and Expenditures
05 - Fire Dept
001 - General Fund
From 1/1/2019 Through 1/31/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
EXPENDITURES					
Personnel Services					
Salaries & Wages	18,991	141,753	224,800	37 %	83,047
Personnel Benefits	10,622	72,234	139,800	48 %	67,566
Total Personnel Services	29,613	213,987	364,600	41 %	150,613
Materials & Services					
Supplies	1,456	9,275	17,500	48 %	8,225
Professional Services	0	0	800	100 %	800
Contractual Services	1,892	14,178	25,000	43 %	10,822
Travel & Training	413	713	9,100	92 %	8,388
Insurance	0	16,913	17,700	4 %	787
Regulatory Requirements	37	898	9,000	90 %	8,102
Utilities	1,040	8,496	17,300	51 %	8,804
Repairs & Maintenance	629	2,871	14,000	79 %	11,129
Other Materials & Services	0	47	300	84 %	253
Total Materials & Services	5,466	53,390	110,700	52 %	57,310
Capital Outlay					
	0	0	22,000	100 %	22,000
Total EXPENDITURES	35,079	267,377	497,300	46 %	229,923

CITY OF DUNDEE

Statement of Revenues and Expenditures
110 - Street Fund
From 1/1/2019 Through 1/31/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Taxes	2,480	17,665	34,000	(48)%	(16,335)
Intergovernmental Revenue	20,918	143,726	216,000	(33)%	(72,274)
Miscellaneous Revenues	104	543	500	9 %	43
Total REVENUES	23,502	161,935	250,500	(35)%	(88,565)
EXPENDITURES					
Personnel Services	3,851	28,135	48,000	41 %	19,865
Materials & Services					
Supplies	244	1,828	4,200	56 %	2,372
Professional Services	178	1,394	11,000	87 %	9,606
Travel & Training	7	30	500	94 %	470
Insurance	0	1,770	1,800	2 %	30
Regulatory Requirements	0	76	100	24 %	24
Utilities	1,884	13,317	23,400	43 %	10,083
Repairs & Maintenance	236	87,008	105,600	18 %	18,592
Interfund Services	1,892	13,242	22,700	42 %	9,458
Other Materials & Services	0	0	200	100 %	200
Total Materials & Services	4,441	118,664	169,500	30 %	50,836
Total EXPENDITURES	8,291	146,799	217,500	33 %	70,701
Excess (deficiency) of Revenue over Expenditures	15,210	15,136	33,000	(54)%	(17,864)
OTHER FINANCING SOURCES (USES)					
Transfer Out	0	0	(53,100)	(100)%	53,100
Other Uses	0	0	(5,000)	(100)%	5,000
Total OTHER FINANCING SOURCES (USES)	0	0	(58,100)	(100)%	58,100
NET CHANGE IN FUND BALANCE	15,210	15,136	(25,100)	(160)%	40,236
BEGINNING FUND BALANCE	37,310	37,384	31,900	17 %	5,484
ENDING FUND BALANCE	52,520	52,520	6,800	672 %	45,720

CITY OF DUNDEE

Statement of Revenues and Expenditures
111 - Street CIP Fund
From 1/1/2019 Through 1/31/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Franchise Fees	0	18,913	45,700	(59)%	(26,787)
Intergovernmental Revenue	0	99,404	720,000	(86)%	(620,596)
Miscellaneous Revenues	0	25,341	26,700	(5)%	(1,359)
Total REVENUES	0	143,658	792,400	(82)%	(648,742)
EXPENDITURES					
Capital Outlay	1,256	540,731	964,800	44 %	424,069
Debt Service	18,356	38,729	46,700	17 %	7,971
Total EXPENDITURES	19,612	579,460	1,011,500	43 %	432,040
Excess (deficiency) of Revenue over Expenditures	(19,612)	(435,802)	(219,100)	99 %	(216,702)
OTHER FINANCING SOURCES (USES)					
Debt Proceeds	0	221,000	307,800	(28)%	(86,800)
Transfers In	0	0	40,000	(100)%	(40,000)
Total OTHER FINANCING SOURCES (USES)	0	221,000	347,800	(36)%	(126,800)
NET CHANGE IN FUND BALANCE	(19,612)	(214,802)	128,700	(267)%	(343,502)
BEGINNING FUND BALANCE	(111,017)	84,173	52,400	61 %	31,773
ENDING FUND BALANCE	(130,629)	(130,629)	181,100	(172)%	(311,729)

CITY OF DUNDEE

Statement of Revenues and Expenditures
112 - Street Reserve Fund
From 1/1/2019 Through 1/31/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Miscellaneous Revenues					
	88	513	600	(15)%	(87)
Total REVENUES	88	513	600	(15)%	(87)
EXPENDITURES					
Capital Outlay					
	0	0	44,400	100 %	44,400
Total EXPENDITURES	0	0	44,400	100 %	44,400
Excess (deficiency) of Revenue over Expenditures	88	513	(43,800)	(101)%	44,313
NET CHANGE IN FUND BALANCE	88	513	(43,800)	(101)%	44,313
BEGINNING FUND BALANCE	44,240	43,815	43,800	0 %	15
ENDING FUND BALANCE	44,328	44,328	0	0 %	44,328

CITY OF DUNDEE

Statement of Revenues and Expenditures
122 - State Revenue Sharing Fund
From 1/1/2019 Through 1/31/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Intergovernmental Revenue	0	14,983	29,000	(48)%	(14,017)
Miscellaneous Revenues	25	128	100	28 %	28
Total REVENUES	25	15,111	29,100	(48)%	(13,989)
EXPENDITURES					
Materials & Services					
Professional Services	0	465	2,500	81 %	2,035
Contractual Services	0	9,700	12,500	22 %	2,800
Total Materials & Services	0	10,165	15,000	32 %	4,835
Capital Outlay	0	0	16,000	100 %	16,000
Total EXPENDITURES	0	10,165	31,000	67 %	20,835
Excess (deficiency) of Revenue over Expenditures	25	4,946	(1,900)	(360)%	6,846
OTHER FINANCING SOURCES (USES)					
Transfer Out	0	0	(5,000)	(100)%	5,000
Total OTHER FINANCING SOURCES (USES)	0	0	(5,000)	(100)%	5,000
NET CHANGE IN FUND BALANCE	25	4,946	(6,900)	(172)%	11,846
BEGINNING FUND BALANCE	12,545	7,624	7,000	9 %	624
ENDING FUND BALANCE	12,570	12,570	100	12,470 %	12,470

CITY OF DUNDEE

Statement of Revenues and Expenditures
127 - Equipment Reserve Fund
From 1/1/2019 Through 1/31/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Miscellaneous Revenues	1,422	8,569	30,000	(71)%	(21,432)
Total REVENUES	1,422	8,569	30,000	(71)%	(21,432)
EXPENDITURES					
Capital Outlay	0	0	876,100	100 %	876,100
Debt Service	29,314	58,627	58,700	0 %	73
Total EXPENDITURES	29,314	58,627	934,800	94 %	876,173
Excess (deficiency) of Revenue over Expenditures	(27,892)	(50,059)	(904,800)	(94)%	854,741
OTHER FINANCING SOURCES (USES)					
Transfers In	0	0	139,000	(100)%	(139,000)
Total OTHER FINANCING SOURCES (USES)	0	0	139,000	(100)%	(139,000)
NET CHANGE IN FUND BALANCE	(27,892)	(50,059)	(765,800)	(93)%	715,741
BEGINNING FUND BALANCE	744,571	766,738	765,800	0 %	938
ENDING FUND BALANCE	716,679	716,679	0	0 %	716,679

CITY OF DUNDEE

Statement of Revenues and Expenditures
131 - Parks Fund
From 1/1/2019 Through 1/31/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Intergovernmental Revenue	0	0	16,400	(100)%	(16,400)
Miscellaneous Revenues	8	48	2,600	(98)%	(2,552)
Total REVENUES	8	48	19,000	(100)%	(18,952)
EXPENDITURES					
Materials & Services					
Professional Services	0	240	4,000	94 %	3,760
Repairs & Maintenance	0	923	6,000	85 %	5,077
Total Materials & Services	0	1,163	10,000	88 %	8,837
Capital Outlay	0	0	18,000	100 %	18,000
Total EXPENDITURES	0	1,163	28,000	96 %	26,837
Excess (deficiency) of Revenue over Expenditures	8	(1,115)	(9,000)	(88)%	7,885
OTHER FINANCING SOURCES (USES)					
Transfers In	0	0	5,000	(100)%	(5,000)
Total OTHER FINANCING SOURCES (USES)	0	0	5,000	(100)%	(5,000)
NET CHANGE IN FUND BALANCE	8	(1,115)	(4,000)	(72)%	2,885
BEGINNING FUND BALANCE	3,955	5,078	4,800	6 %	278
ENDING FUND BALANCE	3,963	3,963	800	395 %	3,163

CITY OF DUNDEE

Statement of Revenues and Expenditures
151 - Tourism Fund
From 1/1/2019 Through 1/31/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Taxes	1,191	45,615	65,300	(30)%	(19,685)
Miscellaneous Revenues	235	1,269	2,000	(37)%	(731)
Total REVENUES	1,426	46,884	67,300	(30)%	(20,416)
EXPENDITURES					
Materials & Services					
Professional Services	0	465	2,500	81 %	2,035
Contractual Services	2,944	14,048	80,000	82 %	65,952
Total Materials & Services	2,944	14,513	82,500	82 %	67,987
Capital Outlay	0	0	72,000	100 %	72,000
Total EXPENDITURES	2,944	14,513	154,500	91 %	139,987
Excess (deficiency) of Revenue over Expenditures	(1,518)	32,371	(87,200)	(137)%	119,571
NET CHANGE IN FUND BALANCE	(1,518)	32,371	(87,200)	(137)%	119,571
BEGINNING FUND BALANCE	119,899	86,010	87,400	(2)%	(1,390)
ENDING FUND BALANCE	118,381	118,381	200	59,090 %	118,181

CITY OF DUNDEE

Statement of Revenues and Expenditures
201 - Fire Station Construction
From 1/1/2019 Through 1/31/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Miscellaneous Revenues	878	986,096	986,000	0 %	96
Total REVENUES	878	986,096	986,000	0 %	96
EXPENDITURES					
Materials & Services					
Professional Services	21,086	143,514	138,800	(3)%	(4,714)
Total Materials & Services	21,086	143,514	138,800	(3)%	(4,714)
Capital Outlay	157,810	400,379	837,700	52 %	437,321
Total EXPENDITURES	178,896	543,893	976,500	44 %	432,607
Excess (deficiency) of Revenue over Expenditures	(178,019)	442,203	9,500	4,555 %	432,703
OTHER FINANCING SOURCES (USES)					
Transfer Out	0	0	(10,000)	(100)%	10,000
Total OTHER FINANCING SOURCES (USES)	0	0	(10,000)	(100)%	10,000
NET CHANGE IN FUND BALANCE	(178,019)	442,203	(500)	(88,541)%	442,703
BEGINNING FUND BALANCE	620,470	249	500	(50)%	(251)
ENDING FUND BALANCE	442,452	442,452	0	0 %	442,452

CITY OF DUNDEE

Statement of Revenues and Expenditures
310 - Bonded Debt
From 1/1/2019 Through 1/31/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Taxes	1,723	142,051	148,000	(4)%	(5,949)
Miscellaneous Revenues	315	926	600	54 %	326
Total REVENUES	2,037	142,977	148,600	(4)%	(5,623)
EXPENDITURES					
Debt Service	0	0	150,200	100 %	150,200
Total EXPENDITURES	0	0	150,200	100 %	150,200
Excess (deficiency) of Revenue over Expenditures	2,037	142,977	(1,600)	(9,036)%	144,577
NET CHANGE IN FUND BALANCE	2,037	142,977	(1,600)	(9,036)%	144,577
BEGINNING FUND BALANCE	156,523	15,583	15,700	(1)%	(117)
ENDING FUND BALANCE	158,560	158,560	14,100	1,025 %	144,460

CITY OF DUNDEE

Statement of Revenues and Expenditures
431 - Water Fund
From 1/1/2019 Through 1/31/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Charges for Services	40,405	432,132	620,000	(30)%	(187,868)
Miscellaneous Revenues	1,177	3,453	3,000	15 %	453
Total REVENUES	41,581	435,585	623,000	(30)%	(187,415)
EXPENDITURES					
Personnel Services	15,867	112,164	197,300	43 %	85,136
Materials & Services					
Supplies	1,281	6,940	12,000	42 %	5,060
Professional Services	236	5,006	8,600	42 %	3,594
Contractual Services	0	7,936	10,000	21 %	2,064
Travel & Training	39	512	2,200	77 %	1,688
Insurance	0	5,457	5,500	1 %	43
Regulatory Requirements	2,070	4,353	4,900	11 %	547
Utilities	3,282	26,264	45,700	43 %	19,436
Repairs & Maintenance	1,199	10,648	40,300	74 %	29,652
Interfund Services	7,767	54,367	93,200	42 %	38,833
Other Materials & Services	254	4,566	8,300	45 %	3,734
Total Materials & Services	16,127	126,049	230,700	45 %	104,651
Capital Outlay	9,292	20,466	25,000	18 %	4,534
Total EXPENDITURES	41,286	258,679	453,000	43 %	194,321
Excess (deficiency) of Revenue over Expenditures	295	176,906	170,000	4 %	6,906
OTHER FINANCING SOURCES (USES)					
Transfer Out	(1,903)	(21,120)	(214,800)	(90)%	193,680
Other Uses	0	0	(20,000)	(100)%	20,000
Total OTHER FINANCING SOURCES (USES)	(1,903)	(21,120)	(234,800)	(91)%	213,680
NET CHANGE IN FUND BALANCE	(1,608)	155,787	(64,800)	(340)%	220,587
BEGINNING FUND BALANCE	219,754	62,360	69,100	(10)%	(6,740)
ENDING FUND BALANCE	218,146	218,146	4,300	4,973 %	213,846

CITY OF DUNDEE

Statement of Revenues and Expenditures
432 - Water CIP Fund
From 1/1/2019 Through 1/31/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Charges for Services	0	6,057	36,800	(84)%	(30,743)
Miscellaneous Revenues	332	3,644	8,200	(56)%	(4,557)
Total REVENUES	332	9,701	45,000	(78)%	(35,300)
EXPENDITURES					
Capital Outlay	0	276,611	342,000	19 %	65,389
Debt Service	0	58,602	117,300	50 %	58,698
Total EXPENDITURES	0	335,212	459,300	27 %	124,088
Excess (deficiency) of Revenue over Expenditures	332	(325,512)	(414,300)	(21)%	88,788
OTHER FINANCING SOURCES (USES)					
Transfers In	0	0	140,000	(100)%	(140,000)
Total OTHER FINANCING SOURCES (USES)	0	0	140,000	(100)%	(140,000)
NET CHANGE IN FUND BALANCE	332	(325,512)	(274,300)	19 %	(51,212)
BEGINNING FUND BALANCE	167,217	493,061	469,000	5 %	24,061
ENDING FUND BALANCE	167,550	167,550	194,700	(14)%	(27,151)

CITY OF DUNDEE

Statement of Revenues and Expenditures
441 - Sewer Fund
From 1/1/2019 Through 1/31/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Charges for Services	105,128	798,749	1,286,600	(38)%	(487,851)
Miscellaneous Revenues	265	923	1,400	(34)%	(477)
Total REVENUES	105,393	799,672	1,288,000	(38)%	(488,328)
EXPENDITURES					
Personnel Services	14,525	118,634	196,300	40 %	77,666
Materials & Services					
Supplies	1,727	6,114	24,000	75 %	17,886
Professional Services	493	11,532	45,500	75 %	33,968
Contractual Services	90	270	700	61 %	430
Travel & Training	270	1,188	1,800	34 %	612
Insurance	0	16,170	16,200	0 %	30
Regulatory Requirements	2	2,415	5,400	55 %	2,985
Utilities	8,564	47,260	84,900	44 %	37,640
Repairs & Maintenance	284	21,667	98,300	78 %	76,633
Interfund Services	6,883	48,183	82,600	42 %	34,417
Other Materials & Services	254	4,521	8,100	44 %	3,579
Total Materials & Services	18,567	159,320	367,500	57 %	208,180
Total EXPENDITURES	33,092	277,955	563,800	51 %	285,845
Excess (deficiency) of Revenue over Expenditures	72,301	521,718	724,200	(28)%	(202,482)
OTHER FINANCING SOURCES (USES)					
Transfer Out	(60,756)	(428,431)	(743,400)	(42)%	314,969
Other Uses	0	0	(20,000)	(100)%	20,000
Total OTHER FINANCING SOURCES (USES)	(60,756)	(428,431)	(763,400)	(44)%	334,969
NET CHANGE IN FUND BALANCE	11,545	93,287	(39,200)	(338)%	132,487
BEGINNING FUND BALANCE	122,207	40,465	43,700	(7)%	(3,235)
ENDING FUND BALANCE	133,752	133,752	4,500	2,872 %	129,252

CITY OF DUNDEE

Statement of Revenues and Expenditures
442 - Sewer CIP Fund
From 1/1/2019 Through 1/31/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Charges for Services	0	(5,622)	35,000	(116)%	(40,622)
Miscellaneous Revenues	1,027	6,330	13,600	(53)%	(7,270)
Total REVENUES	1,027	708	48,600	(99)%	(47,892)
EXPENDITURES					
Capital Outlay	0	638	36,000	98 %	35,363
Debt Service	0	364,328	690,400	47 %	326,072
Total EXPENDITURES	0	364,966	726,400	50 %	361,434
Excess (deficiency) of Revenue over Expenditures	1,027	(364,258)	(677,800)	(46)%	313,542
OTHER FINANCING SOURCES (USES)					
Transfers In	55,500	388,500	666,000	(42)%	(277,500)
Total OTHER FINANCING SOURCES (USES)	55,500	388,500	666,000	(42)%	(277,500)
NET CHANGE IN FUND BALANCE	56,527	24,242	(11,800)	(305)%	36,042
BEGINNING FUND BALANCE	461,382	493,667	487,800	1 %	5,867
ENDING FUND BALANCE	517,909	517,909	476,000	9 %	41,909

CITY OF DUNDEE

Statement of Revenues and Expenditures
451 - Storm Water Fund
From 1/1/2019 Through 1/31/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Charges for Services	8,991	63,260	109,800	(42)%	(46,540)
Miscellaneous Revenues	88	426	600	(29)%	(174)
Total REVENUES	9,079	63,686	110,400	(42)%	(46,714)
EXPENDITURES					
Personnel Services	2,332	16,605	28,800	42 %	12,195
Materials & Services					
Supplies	122	914	2,300	60 %	1,386
Professional Services	0	547	5,600	90 %	5,054
Travel & Training	4	52	200	74 %	148
Insurance	0	195	200	2 %	5
Regulatory Requirements	0	38	100	62 %	62
Utilities	58	415	1,100	62 %	685
Repairs & Maintenance	83	1,080	2,300	53 %	1,220
Interfund Services	1,133	7,933	13,600	42 %	5,667
Other Materials & Services	0	2	300	99 %	298
Total Materials & Services	1,400	11,176	25,700	57 %	14,524
Debt Service	0	11,799	0	0 %	(11,799)
Total EXPENDITURES	3,732	39,580	54,500	27 %	14,920
Excess (deficiency) of Revenue over Expenditures	5,347	24,106	55,900	(57)%	(31,794)
OTHER FINANCING SOURCES (USES)					
Transfer Out	0	0	(68,100)	(100)%	68,100
Other Uses	0	0	(5,000)	(100)%	5,000
Total OTHER FINANCING SOURCES (USES)	0	0	(73,100)	(100)%	73,100
NET CHANGE IN FUND BALANCE	5,347	24,106	(17,200)	(240)%	41,306
BEGINNING FUND BALANCE	39,056	20,298	19,600	4 %	698
ENDING FUND BALANCE	44,404	44,404	2,400	1,750 %	42,004

CITY OF DUNDEE

Statement of Revenues and Expenditures
452 - Storm Water CIP Fund
From 1/1/2019 Through 1/31/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Charges for Services	0	(2,436)	15,000	(116)%	(17,436)
Miscellaneous Revenues	124	10,959	1,200	813 %	9,759
Total REVENUES	124	8,523	16,200	(47)%	(7,677)
EXPENDITURES					
Capital Outlay	6,419	29,320	125,600	77 %	96,280
Debt Service	0	0	23,700	100 %	23,700
Total EXPENDITURES	6,419	29,320	149,300	80 %	119,980
Excess (deficiency) of Revenue over Expenditures	(6,295)	(20,797)	(133,100)	(84)%	112,303
OTHER FINANCING SOURCES (USES)					
Transfers In	0	0	56,000	(100)%	(56,000)
Total OTHER FINANCING SOURCES (USES)	0	0	56,000	(100)%	(56,000)
NET CHANGE IN FUND BALANCE	(6,295)	(20,797)	(77,100)	(73)%	56,303
BEGINNING FUND BALANCE	68,733	83,235	77,900	7 %	5,335
ENDING FUND BALANCE	62,438	62,438	800	7,705 %	61,638

Objection Letter to (LID 2016-1) 02/14/2019 Bram Davidson

Mayor Russ, Administrator Dykin and Dundee City Council,

My name is Bram Davidson I live at 727 SE Locust Street with my wife and two young boys. I received your letter regarding the assessment value of the street project that took place between 7th and 8th street on Locust.

I would like to start off and thank City Administrator Dykin for his quick response to my phone call and explaining to me the series of events that have unfolded up until now.

First off, I feel this assessment value of the street improvements being $18,295.42 is highly inflated. According to the city council meeting on December 3rd 2017 it was agreed upon at the meeting that the home owners would not be liable for the cost of the street improvements on SE Locust street between 7th and 8th streets. It was agreed that Del Boca Vista, the owners of the property at that time, would be responsible for paying for the street improvements. Del Boca Vista set aside roughly $16,000 and change to pay for this improvement. I am informed that this money sits in escrow and will not be an issue for us to get these out for the city.

Second according to City Administrator Dykin, the plans for the homes on Locust street were given to Del Boca Vista in advance of breaking ground. Del Boca Vista was negligent in following these plans and as such set the watermains in the pedestrian right of way, instead of the five feet back from where they were supposed to be. Administrator Dykin also informed me that when this problem was noticed during the surveying for the new street, that Del Boca Vista was contacted and refused to send someone out to fix the problem. Throughout street improvement, it is obvious that Del Boca is not acting in good faith and is unwilling to except responsibility for their actions and is acting childish in this manner.

Third, this street assessment should not be placed on that of the residence on this street but instead be pushed onto Del Boca Vista due to the statements above. The residences on this street were not responsible at the time of purchase for making sure their properties were to code and plan, and had nothing to do with the approval of plans throughout the process.

I want to thank the City of Dundee and especially Administrator Dykin for their support in this manner.