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.

MARCH 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 19, 2019	Pages 1-12
5.2 Financial Report Ending February 28, 2019	Pages 13-34
Action Required: Motion to Accept the Consent Agenda	

6. Old Business:

6.1 Locust Street LID Assessments	Pages 35-42
Action Required	
6.2 ODOT Street Lighting Funding Agreement	Pages 43-56
Action Required	

7. New Business:

7.1 Protective Clothing Quote	Pages 57-62
Action Required	
7.2 Budget Committee Appointments	Pages 63-66
Action Required	
7.3 Drainage Ditch Maintenance Policy	Pages 67-70
Discussion	
7.4 PERS Side Account Incentive Program	Pages 71-76
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. 567-2019
   - 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 19, 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; Dan Olsen, City Attorney; Melissa Lemen, Administrative Assistant;

Public Attendance
Ken & Linda Warren; Megan Carda, Joseph Jackson, Ethan Headley and Grant Williams, Trellis; Colleen Rollandi; James C. Rollandi; Jim Rollandi; Kim Gauntt; Michelle Von Letkemann; and Ken Von Letkemann.

Agenda Changes
Consent agenda item 5.3 Financial Report ending January 31, 2019 was provided to Council.

Public Comment
None.

Consent Agenda
A motion was made and seconded to approve Consent Agenda item 5.1 City Council Minutes, February 5, 2019; Item 5.2 OLCC Liquor License Application, Trellis Dundee LLC; and Item 5.3 Financial Report Ending January 31, 2019, **The motion** passed unanimously.

Old Business
Locust Street LID Assessments
C.E. Reid provided an overview of the events which have led up to the Locust Street LID Assessments. He discussed that Del Boca Vista planned to develop six lots along Locust Street, and as a part of that development they placed a water line and sewer line improvement prior to home construction. Del Boca Vista received SDC credits for the water line improvement; which included water service lines and meter boxes to each of the six lots. At that time, C.E. Reid explained, the LID was established to complete the Locust Street sidewalk and street improvements; Del Boca Vista disclosed the LID to prospective home buyers and funds were set aside in escrow to accommodate the preliminary assessment for the new property owners. Del Boca Vista completed construction of the six homes prior to the City's contractor starting the LID improvements and identified that the water meters hadn't been placed correctly and were further into the sidewalk area of the public right-of-way than could be accommodated. To further complicate the matter, Del Boca Vista had also installed all of the irrigation back check valves and controllers within the right-of-way as well and be in conflict with the new sidewalk. C.E. Reid explained that he reached out to Del Boca Vista and inquired as to whether they wanted to reach out to their contractor to try to resolve the situation. He noted that their response was that he should proceed with the City contractor since he was already on-site, but they would reinstall the irrigation equipment. The water meters were then relocated and the irrigation system was removed by the City's contractor. C.E. Reid discussed the actual construction costs came in pretty close for the six lots to what C.E. Reid had estimated (except for the additional work to

relocate the meters). C.E. Reid explained that when the LID final costs were calculated he approached Del Boca Vista to see if they would consider covering the additional costs of meter relocation; no clear response was received and so the additional costs were included into the final LID assessment. Additional detailed discussion ensued. C.E Reid noted that at one point during the construction of the water line Public Works employee Chuck Simpson recalled commenting to the developer's contractor that it didn't appear to him that the water meters were in the correct location. At that time there were no curbs in place and the street was all torn up; and the contractor said they were in the right location. As-builts were also received from the developer's engineer of record which reflected that the water meters were in the correct location per the approved plan. C.E. Reid discussed that it is not City policy to survey such improvements nor ask for survey's to be completed; instead rely on the as-built plans provided by the developer.

C.A. Daykin discussed the Locust Street LID Assessments and the process as outlined in his agenda report beginning on page 27.

Ken and Michelle Von Letkemann, 785 SE Locust Street, approached Council and Ken explained that this assessment has caught them completely off guard as they were told it had been taken care of when they purchased their home. Michelle discussed her opinion at length and shared her view that whatever errors were made aren't the fault of any of the new property owners; they should not be required to pay that cost difference. Additional detailed discussion ensued. Ken voiced frustration and pointed out that they (the property owners) had nothing to do with the mistakes that were made.

M. Russ voiced support of the property owners and indicated that much of the additional costs were the fault of the developer. C. Crawford offered clarification and explained that this LID was anticipated two years ago and should have been communicated by the developer that the property owners would be responsible for covering a portion of that street improvement. C. Nelson explained that property owners assumed responsibility when they made the purchase, though he is unsure at what point during the purchasing process this information is disclosed.

C.A. Olsen discussed that the basic premise behind an LID is not fault but rather benefit to the property with value; therefore, the property owner is responsible for all of the costs associated with obtaining that benefit regardless as to whether there was a cost overrun or someone made a mistake, or the developer misrepresented something. Additional discussion ensued. With regard to Notice, C.A. Olsen discussed that this is required to be provided by the Developer. He explained that there was a Deed Restriction Construction Deferral Agreement and Waiver of Rights to Remonstrate recorded against the property which would have been disclosed by the title company at the time of closing. Discussion ensued.

Kim Gauntt, 16585 NE Fairview Drive, approached Council and indicated that he is representing his son-in-law, Bram Davidson, who is the owner of the property at 727 SE Locust Street. Gauntt discussed that it is his understanding that his son-in-law had spoken with C.A. Daykin several times over the last couple of weeks as well as provided a letter to which C.A. Daykin indicated he has not received. A copy of the letter was provided for the record. Gauntt discussed his disappointment with the manner in which the issuance of the LID assessment has been handled by the City of Dundee, and questioned whether the Council is representing the residents of Dundee or the City. Additional discussion ensued. Gauntt empathized with the property owners and pointed out that that at closing it was unlikely known that there would be a mistake made or a cost overrun; he pointed out that the mistakes made were not the responsibility of the home owners and should have been identified and corrected by those involved in the project. Gauntt expressed his disappointment that the City would pass these costs on to the people and encouraged them to rethink their decision about who is responsible for the additional costs

incurred. He suggested that if the City believes the contractor is at fault they should go after their bond at the State. He stressed his opinion that the costs incurred are not the fault of the property owners.

James Rollandi, 797 SE Locust Street, approached Council with his wife, Colleen. He expressed disappointment in the amount of money they are being asked to pay. He inquired about the construction/development process, especially with regard to the water meters being inspected appropriately.

C.A. Daykin provided additional clarification. He explained that the Developer entered into an Agreement with the City for the installation of the water line. He explained the process by which the City reimbursed the Developer because they were installing in a new sewer main and a water line (the water line that had been there was substandard and had to be upgraded which was the responsibility of the City). C.A. Daykin discussed that the Developer moved forward through a permit process with a City Engineer review; all of the standards were met for the City review process including the final process where they present an as-built plan provided by their Engineer of Record. C.A. Daykin pointed out that this is the usual practice for the City in these type of circumstances; the City doesn't complete additional surveys to ensure that the water meters were placed per the approved plan. He also explained that when the City then hired a contractor to complete the street work a survey was conducted for this purpose and that is when the error was discovered – the water meters were placed in the wrong location by the Developer. Additional lengthy discussion ensued and questions were raised about whether the City has any recourse with the Developer for this error. C.A. Daykin discussed that there may be a timing issue as the water line was installed a year in advance of the street project.

Colleen Rollandi provided additional discussion and explained some of the reasons that she and James decided to settle in Dundee. She discussed her disappointment and that it seems very unethical and unfair. James Rollandi pointed out that it seems unfair that they are being asked to pay for an error that the developer is refusing to assume responsibility for. Colleen pointed out that when they signed their title they set aside funds in an escrow account for their street which is what they agreed to.

C.A. Daykin pointed out that there were a number of different costs associated with the project that were not charged off to the homeowners including the street light, trees and other types of improvements. C.A. Daykin discussed that the City may want to continue using the LID financing tool and make it available for other neighborhoods, and noted that it may be helpful to foster some good will moving forward in the community.

M. Russ inquired about what legal rights the City may have moving forward. C.A. Olsen explained that he is not entirely familiar with the history and some research would need to be done, but discussed that the Developer is simply the Developer that is regulated by the City, and not the City's contractor; he suspects that there is no real contractual relationship present there. C.A. Olsen discussed that bonds are very difficult to go after; it may be that the buyers from the Developer may have more potential for recovery against the Developer if the Developer misrepresented the location of the water meters which ended up costing his customers money.

M. Russ pointed out that the City Council serves the citizens of Dundee and lengthy discussion ensued with regard to what he feels are some potential options moving forward. He expressed frustration that the homeowners have been left with the burden of extra costs and shared his opinion that Del Boca Vista should be required to pay those costs. C. Svicarovich pointed out that standard construction practice does not include going in and surveying water meter locations after they are installed. She provided additional detailed discussion regarding the development

process and voiced her belief that moving forward the City's standard practice should not be to take the step to survey because of the additional costs, which are not incurred by the majority of cities; she is unaware of any City which does that sort of inspection or survey. Additional detailed discussion ensued. C. Crawford voiced his opinion that the residents should not have to pay for the mistake made. C. Svicarovich voiced agreement with C. Crawford though noted that she also does not feel that the residents of the City of Dundee as a whole should have to pay for the mistake.

C.E. Reid noted that for Council's consideration he did review the maintenance bond and found that it is valid until May 1, 2019. C.A. Olsen discussed that the option of the bond holder meeting the City could be explored. He discussed that in his experience it is more difficult to get money out of a bond company than it is out of an insurance company, but there is that possibility. C.A. Olsen also explained that there is also the possibility that the Developer would not want to see their bond rating get dinged by a claim which may provide some leverage for the developer to step up. C.A. Olsen discussed that if the City chose to explore some of the possible options, Council could delay making a decision until more information could be obtained regarding what recourse there is under the bond. He discussed that another option could be to levy either the full assessment or split the assessment between the City and the property owners, or whatever Council decides to do as a policy matter. He explained that the City could then look at pursuing the bond and then, if there is a recovery, the City could apply that to the assessments which have been levied so that the property owners wouldn't have to pay that amount. Discussion ensued with regard to the pros and cons of pursuing the bond. C.A. Olsen discussed that Jordan Ramis, P.C. could take a look at all of the information and provide the City an idea of what they think it would take to pursue a claim with the bond company. He also noted that the Firm has a lot of specialists in construction contracts and they may have relationships with the bond company. Additional detailed discussion ensued.

C.A. Daykin pointed out that under the rules regarding the LID, this meeting was established where the owners could come and bring their objections to the City Council. He explained that the City has 60 days from this date to resolve those objections. C.E. Reid discussed that his concern that other than negotiating a change order with the LID contractor, he does not have survey documentation that the meters were improperly placed. C. Crawford pointed out that there are direct witnesses. C. Nelson discussed that because the City has 60 days, or until May for the bond, that he is not in favor of applying the assessments at this time. C.A. Daykin discussed that another potential option might be to move forward, pursue the bond action separately and therefore not be subject to that timeline. The property owners were encouraged to reach out to those they purchased their homes from and initiate this conversation with them as well. The consensus of Council was to investigate the options discussed before making any decisions.

C.A. Daykin suggested that at the next regular City Council business meeting on March 19, 2019 an update could be provided and noted on the agenda.

C. Svicarovich inquired as to which fund would be impacted if the City were to try to contribute towards the LID costs. C.A. Daykin discussed that monies would come from the Water CIP Fund as a water system improvement; there would be no impact to any imminent project that is underway right now.

2019 Street Maintenance Program

C.A. Daykin provided an overview of the information contained in his agenda report beginning on page 31. C. Nelson inquired about Cedar and Beech Streets to which C.A. Daykin explained that these streets are not in such terrible condition that they would likely be eligible for SCA money due to the way the SCA program works, prioritizing use of funds for the "worst of the

worst". The goal of City of Dundee's program, in contrast, is to catch things before they become very expensive to repair. Additional detailed discussion ensued. C.A. Daykin reviewed that SCA grant funds will be used to complete the Charles Street project; the City is waiting for the Agreement to come back from ODOT to begin work. Additionally, he explained that they would like to add Beech and Cedar Streets as these were highlighted in the Street Saver Program as overlay projects. C.E. Reid discussed that if this work is completed now it can be done with a 2 inch overlay rather than a full reconstruction later on.

With regard to Fifth Street, C.A. Daykin discussed that it will likely be a reconstruct the way it is being reviewed right now; eventually the street will be widened with curbs and sidewalks, which may be a more opportune time to plan for that type of work, and try to get by for the next 2-3 years with patch work. C.A. Daykin explained that though he initially thought it was only slurry seal which was lifting in the area, there is actually a thin lift over the original lift and so there are multiple layers which are peeling off near the Post Office. Discussion ensued.

C. Nelson voiced agreement in taking care of streets while they're in better condition than when they are not. He discussed that he is in favor of the described work and pointed out that it's also a nice opportunity to get some additional work done in addition to Charles Street. Discussion ensued and C.A. Daykin explained that he can provide an update on where the City stands on some of the financing aspects at the March 19, 2019 meeting; if it's included in the base bid the likelihood is that the City will get more competitive pricing for that additional work as opposed to being an alternative. C.E. Reid discussed that one could be included with the other added as an alternative, and then the City would be more likely to get the second project at the same pricing. C. Nelson voiced support of that strategy and noted that he walked the project as well.

C.E. Reid discussed potential options with regard to Viewmont Drive. C. Nelson voiced his belief that a chip seal wouldn't be the right way to go for this street. He explained that in his experience chip seal requires a stable base; a stable and structurally sound base do not appear present in this area. Though he has no personal experience utilizing the Cape Seal option, he explained that it will not add anything structurally to the project other than filling in some void space and provide some better run off; cosmetically it will be better and there will be a less rough surface. C. Nelson supported that some asphalt thickness would be best for Viewmont. Detailed discussion ensued with regard to the chip seal process and the type of roadways best suitable for this alternative. C.A. Daykin discussed that it is more of a matter of funding and how those funds can best be utilized. **A motion** was made and seconded to authorize the city administrator t sign the 2019 SCA agreement for Charles Street pending review and approval of the agreement by the city attorney. **The motion** passed unanimously.

Ordinance No. 567-2019, Utility Discount Program

C.A. Daykin pointed out that there was an error in the agenda packet and that the correct Ordinance number for the Utility Discount Program is 566-2019. **A motion** was made and seconded to adopt Ordinance No. 566-2019 as amended, an ordinance relating to a utility discount program and amending sections 13.08.020 and 13.08.040 of the Dundee Municipal Code. **The motion** passed unanimously.

Utility Line Warranty Program

C.A. Daykin explained that pricing for this type of program is based on the premise that if the home owner determines that there is a problem they are to notify the program that they need to have it fixed, as opposed to the City systematically going out and trying to find I&I problems. C.A. Daykin suggested that if the Council still wants to promote this program through the City website, logo and under City sponsorship it will need to be made very clear what it does and doesn't cover in the literature that goes to the residents who wish to sign up for it. M. Russ

inquired as to what the coverage would be if a resident randomly decided to run their own sewer scope. C.A. Daykin discussed that though he never raised that particular issue with them, they indicated it had to be something that the homeowner themselves would bring forward as opposed to a purchase sale arrangement where the prospective purchaser does that testing and locates a problem. M. Russ voiced support of the program as long as the literature would be inclusive of the appropriate information.

C. Svicarovich discussed that her only concern is with regard to the City potentially invalidating someone's warranty program; if the City completed an I&I investigation on a residential street where someone has bought into the warrant program after it having been promoted by the City. She voiced concern that this is not the appropriate time to implement such a program based on where things stand with the I&I work that the City is trying to accomplish. Though C. Nelson voiced support of the program, he also agreed that the timing of the program is wrong right now while the City is in the middle of I&I investigations and improvements. C.A. Daykin reviewed that whatever information is provided to prospective customers must first pass City review. C. Kelly discussed that he is concerned about the City logo being sent out on mailers and the possible confusion which could result for residents; this could be especially concerning given the coverage limitations. C.A. Daykin reviewed that at the last Council meeting it was explained that this is a program which has the endorsement and sponsorship of the National League of Cities; the program has a stellar type of reputation in areas where they have been doing business up to this point, though C.A. Daykin does understand where those miscommunications could happen and lead to expectations not being satisfied.

C. Svicarovich voiced concern as well about the timing not being ideal and noted that if other cities in Yamhill County become involved then maybe Council could review things a year from now; at that time the City may have a better idea if there will be more I&I investigations. C.A. Daykin discussed that Newberg only began the program last fall; it may be of interest to check back with them a year from now to see if they have received any complaints or had any issues come up. C. Nelson pointed out that keeping local citizens apprised of Council's intentions with regard to the program would be a good idea. C. Crawford inquired as to whether or not citizens can obtain the insurance themselves to which C.A. Daykin explained that this particular program won't be offered unless it has the City's endorsement and participation. Additional discussion ensued. The consensus of Council was to table the program for one year and then reevaluate.

City Administrator Evaluation

C.A. Daykin reviewed the information contained in his agenda report on page 61. Brief discussion ensued. C.A. Daykin discussed that if Council wishes to move forward with the special council meeting on April 2, 2019, then he will notify the COG who will then be sending emails out to all of the City Councilors; the evaluation can be completed online. **A motion** was made and seconded 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. **The motion** passed unanimously.

New Business

Department Head Hiring

It was noted that both the Fire Chief and Public Works Supervisor have been in their positions since prior to C.A. Daykin being hired as the City Administrator; brief discussion ensued. C.A. Daykin discussed the fact that the Dundee Municipal Code (DMC) contains a very unusual provision (2.12.030) that provides Council the exclusive authority for hiring department directors. He pointed out that this is not a political decision and noted that he is not aware of any City that utilizes a similar process. C.A. Daykin voiced his opinion that the city administrator or city manager should have the ability to choose the staff that they are going to be responsible for and

select persons that would best fit the situation and has the experience and the qualifications necessary for the job. C. Nelson discussed his belief that the checks and balances the provision provides he is in favor of, though discussed the importance of consideration which would be given to whomever C.A. Daykin recommended. C.A. discussed that a year ago Sean O'Day had suggested that Council might want to consider taking actions to step his position up to the next level of a city manager position with greater authority; he suggested that this wouldn't be a desirable provision if Council were going to recruit a city manager to come into the City of Dundee; that person would want to be able to recruit and hire their own department heads. C.A. Daykin pointed out that a good city administrator/city manager would advise Council of what was going on with the position, and pointed out that if they were unhappy or the wrong decision was made the burden falls on the city administrator/city manager. C.A. Daykin voiced his opinion that if Council feels it is important to retain the provision, he would definitely recommend some changes to the language present, including defining what a "department head" is and potentially amending the language "council retains exclusive control," which seems more than just advising City Council and asking for approval. Additional thoughts and ideas were shared by Council members. C. Nelson voiced support of potentially changing or softening the verbiage though noted that he is not interested in micromanaging the process; he supported the checks and balances the provision provides. C. Svicarovich expressed a potential concern for candidates who may not want to be disclosed; how would their privacy be maintained while going through a public hiring process such as this. C.A. Olsen confirmed that this discussion and evaluation could be done during executive session. Discussion ensued with regard to the verbiage contained in the provision and the fact that it may be unclear.

M. Russ discussed that during his career he has had extensive experience with the hiring process and voiced that he values input from others regarding those decisions. He also voiced support of Council's participation in that final decision making process with the city administrator. M. Russ voiced appreciation for Council's wide breadth of knowledge and experience which he believes to be very helpful in this type of decision making. Additional discussion ensued. C. Svicarovich voiced support of potentially establishing something like a hiring committee where Council members who want to be involved in this process could do so. She voiced her belief that it doesn't seem that Council should be hiring staff for someone who isn't being managed by Council on a day to day basis. C. Svicarovich voiced support of amending the language in Section 2.12.030 as well as the city administrator having control over hiring "department heads," though supported that this needs to be defined. Detailed discussion ensued with regard to several of the current staff job descriptions and responsibilities.

C.A. Daykin discussed that what precipitated his concern with regard to Section 2.12.030 is that Alan Mustain, Public Works Supervisor, is nearing retirement. Though Mustain hasn't yet provided his decision in writing, he has indicated he will retire in July or August of this year. C.A. Daykin discussed that staff have been working with Chuck Simpson, Utility Worker III, to step up his skill set; he has been taking some management related supervisory courses and stepping up in his certification. He pointed out that he finds Simpson very capable, intelligent, diligent, and ideal for that type of position; his intent was to elevate him to Public Works Supervisor, which means he would then also need to recruit someone else to fill Simpson's position. He inquired if Council would be favorable to the plan he has presented of using Simpson to replace Mustain, and then recruiting Simpson's replacement. C. Nelson voiced that he has had good dealings with Simpson and pointed out that he is someone with a lot of experience as long-time Dundee public works employee. Discussion ensued. M. Russ voiced that he personally doesn't have a lot of experience directly with Simpson and cannot offer his full support at this time. He also indicated that he is aware that C. Adlong is highly opposed to this proposition though he is unsure of the reasoning. M. Russ discussed that while he agrees that bringing in someone who has experience in the City and knowledge is important, he pointed out

that there are a lot more aspects to supervising a maintenance crew than that. Discussion ensued. C. Kelly volunteered that he is not very familiar with Simpson and cannot offer guidance on this issue. C. Crawford shared that though he is aware that Simpson is a hard worker, he is unfamiliar with his management abilities. M. Russ voiced that over the years he has received complaints from residents occasionally, and C.A. Daykin encouraged that any complaints about City employees be brought to him in the future. C.A. Daykin pointed out that the decision to hire or not hire Simpson for the position should be a city manager or city administrator decision.

Additional discussion ensued and M. Russ suggested that at a bare minimum there should be a proper process completed to provide the City the opportunity to hire someone even better than what C.A. Daykin may think is best because the City deserves that. C. Nelson suggested that defining what a "department head" is would be a good first step moving forward to determine who has control over hiring. C. Svicarovich discussed that she has no background expertise or interest in being involved with the hiring of a Municipal Court Judge, and that without knowledge of the day to day workings it would be difficult for her to voice her opinion even with regard to the office manager position. She discussed her belief that the City has operated successfully for a very long time with where things stand as a City and doesn't feel that Council should retain exclusive control over hiring of department heads.

C.A. Daykin indicated that he will try to put together an amended Section 2.12.030 that could be discussed further. C. Crawford voiced his opinion that the city administrator position should be changed to be more of a manager rather than an administrator position, and provide the city administrator more authority to manage the City and personnel while Council focuses on policy. C.A. Daykin explained prior to the establishment of the city administrator position the City Council did hire staff directly and performed administrative functions; and when the Council hired the first city administrator to replace the city recorder position the rules adopted for the city administrator at that time retained the authority to hire department directors.

Council Concerns and Committee Reports

C. Svicarovich inquired as to whom on the Council will be in attendance for the City-County Dinner to be held at the Dundee Fire Department this Thursday, February 21, 2019. It was noted that Mayor Russ, C. Crawford, C. Svicarovich and C.A. Daykin will plan to attend.

Mayor's Report

M. Russ raised the topic of the area between Newberg and Dundee. He shared that residents both of Dundee and Newberg have communicated their desire that this area not be developed in an effort to maintain the separation between the Cities. He explained that given the recent conversations with regard to the need for additional school space and potentially even park space, he began thinking these could potentially be spacious answers to help fill that gap between the two Cities, as he believes that area will eventually develop at some point anyway. Discussion ensued. M. Russ discussed that he spoke with Newberg Mayor Rogers and indicated that they will try to initiate discussions at the County in the future. C. Svicarovich pointed out that she doesn't feel there will ever be a lot of development south of Highway 99W as long as the railroad is present. M. Russ indicated that he will continue to communicate with Mayor Rogers and try to build that relationship stronger.

C.A. Daykin discussed that he had a conversation today with the City Engineer with regard to at what point will the City be in a position of looking at urban growth boundary adjustments. He noted that it will depend upon how quickly the Riverside area develops. C.A. Daykin explained that if development starts taking place and buildable land area starts diminishing, the City has an obligation to start planning for the next 20 years. C.A. Daykin informed that this will require a new Comp Plan, a very extensive and expensive process. He discussed that the challenge will be

whether the resources will be available to complete the process as he explained that the State has pretty much declined to fund Cities under a certain size for that type of work. Discussion ensued with regard to how quickly development is happening in other nearby areas, and the anticipation is that once the Riverside area is ready, development may happen quickly in our area as well.

City Administrator's Report

C.A. Daykin discussed that tomorrow evening Planning Commission will hold another continuation of the public hearing process for the Riverside District zoning code amendments. He explained that it looks like they won't complete their recommendations; a lot of issues have come up since the last meeting that the City is trying to address with the Committee and the developers. C.A. Daykin discussed that this will be a bit of a conflict for the City because there are two joint training sessions for City Council and Planning Commission in March. Training Session 1 will be held at 6:00 pm on March 5, 2019 and Training Session 2 will be March 20th (the regular meeting date for Planning Commission). He pointed out that some issues have been raised which will likely prompt a workshop meeting be planned for City Council once the recommendation is received from the Planning Commission, as opposed to immediately going to hearing mode with the City Council. Additional detailed discussion ensued.

C.A. Daykin reviewed that at the last Council meeting the ESCI Proposal was provided. He explained that he and Chief Stock did have a follow up discussion with the consultant. C.A. Daykin explained that the take away from the meeting, which the consultant was also fine with, was to have Chief Stock determine what his staff needs are in an attempt to complete a staffing evaluation. Additional explanation and discussion ensued, and Chief Stock will move forward with preparation of a report stating his needs along with costs. This information will be provided as part of the budget process.

C.A. Daykin provided discussion about the civil case against the City known as the Morehouse suit. He reviewed that this was in regard to a gentleman who was struck while in the highway crosswalk at Tenth Street. C.A. Daykin explained that the case was going to trial next month but it recently settled and now he is waiting for the final papers to come through; the nominal final payment will be split between the City's representatives (CIS) and the State. C. Svicarovich raised the notion if that lawsuit being in process was part of the reason for the delays in the downtown area, and ODOT not wanting to make the improvements which would perhaps have had an impact. C.A. Daykin affirmed that ODOT is aware of that and have gone on the record with regard to the Seventh Street improvements. He discussed that they are proposing a pedestrian island there with a crosswalk where the crosswalk was on the Ponzi side (north leg). Additionally, he explained that ODOT won't authorize it without the pedestrian island because it was included in the record that it needs to have an island to be safe; ODOT won't authorize it without the island and they're not going to put the island in at this time, which is part of the problem in that area.

C.A. Daykin informed that the Beech Street sewer main was recently successfully repaired. The final aspect of the project was a video scope inspection to ensure that the work was done properly. C.A. Daykin explained that the City took advantage of that mobilization and got a good unit price and ended up video scoping the entire sewer main on the Highway. He discussed that some of that information is being reviewed right now, but some problem areas have been discovered which the City will likely want to address this summer.

C.A. Daykin informed that he will not be present at the first joint training session with Planning Commission on March 5, 2019.

Public Comment

None.

The meeting was adjourned at 9:00 P.M.

David Russ, Mayor

Attest:

Rob Daykin, City Administrator/Recorder

CITY OF DUNDEE

Statement of Activities

From 7/1/2018 Through 02/28/2019

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	672,112	19,693	-	-	-	-	-	46,235	-	142,950	-	-	-	-	-	-	880,990
Franchise Fees	54,613	-	22,342	-	-	-	-	-	-	-	-	-	-	-	-	-	76,955
Licenses & Permits	35,281	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35,281
Intergovernmental Revenue	152,103	164,638	339,404	-	14,983	-	-	-	-	-	-	-	-	-	-	-	671,129
Charges for Services	177,195	-	-	-	-	-	-	-	-	-	474,620	31,453	900,678	6,410	72,337	2,436	1,665,130
Fines & Forfeitures	38,525	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	38,525
Miscellaneous Revenue	13,402	669	25,384	599	151	9,955	56	21,536	986,618	944	4,034	3,946	1,175	7,387	522	11,061	1,087,437
Total Revenue	1,143,232	185,000	387,130	599	15,134	9,955	56	67,771	986,618	143,894	478,654	35,399	901,853	13,797	72,859	13,497	4,455,446
Expenditures																	
Personnel	437,618	32,051	-	-	-	-	-	-	-	-	128,903	-	134,813	-	19,089	-	752,473
Materials & Services	545,222	125,328	-	-	10,815	-	1,163	15,463	147,267	-	145,197	-	188,720	-	12,526	-	1,191,701
Capital Outlay	9,066	-	631,674	-	-	-	-	-	569,169	-	25,190	312,959	-	39,735	-	44,025	1,631,816
Debt Service	-	-	38,729	-	-	58,627	-	-	-	150,143	-	58,602	-	364,328	11,799	-	682,228
Total Expenditures	991,905	157,379	670,403	-	10,815	58,627	1,163	15,463	716,435	150,143	299,290	371,560	323,533	404,064	43,414	44,025	4,258,218
Excess (defiency) of Revenue over Expenditures	151,326	27,621	(283,273)	599	4,319	(48,672)	(1,107)	52,308	270,183	(6,249)	179,364	(336,161)	578,321	(390,267)	29,445	(30,528)	197,228
Other Financing Sources (Uses)	68,017	-	221,000	-	-	-	-	-	-	-	(22,990)	-	(489,027)	444,000	-	-	221,000
Net Changes to Fund Balance	219,344	27,621	(62,273)	599	4,319	(48,672)	(1,107)	52,308	270,183	(6,249)	156,374	(336,161)	89,293	53,733	29,445	(30,528)	418,228
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	799,892	65,005	21,900	44,414	11,943	718,066	3,971	138,318	270,431	9,334	218,733	156,900	129,758	547,400	49,743	52,707	3,238,515

City of Dundee

Statement of Revenues & Expenditures

01-General Fund

From 02/01/2019 Through 02/28/2019

(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Taxes	6,130	672,112	707,900	-5%	(35,788)
Franchise Fees	19,960	54,613	152,600	-64%	(97,987)
Licenses & Permits	6,529	35,281	72,700	-51%	(37,419)
Intergovernmental Revenue	25,454	152,103	177,800	-14%	(25,697)
Charges for Services	18,070	177,195	228,400	-22%	(51,205)
Fines & Forfeitures	5,217	38,525	56,000	-31%	(17,475)
Miscellaneous Revenues	3,131	13,402	15,500	-14%	(2,098)
Total REVENUES	84,491	1,143,232	1,410,900	-19%	(267,668)
EXPENDITURES					
General Govt	31,273	257,547	383,400	33%	125,853
Court	2,164	17,337	24,700	30%	7,363
Community Development	12,282	72,965	134,900	46%	61,935
Police Services	87,484	339,045	503,200	33%	164,155
Fire Services	37,633	305,011	497,300	39%	192,289
Total EXPENDITURES	170,836	991,905	1,543,500	36%	551,595
Excess (deficiency) of Revenue Over Expenditures	(86,345)	151,326	(132,600)	-214%	283,926
OTHER FINANCING SOURCES (USES)					
Transfers In	6,967	68,017	104,400	-35%	(36,383)
Transfers Out	0	0	(56,000)	-100%	56,000
Other Uses	0	0	(80,000)	0%	80,000
Total OTHER FINANCING SOURCES (USES)	6,967	68,017	(31,600)	-315%	99,617
NET CHANGE IN FUND BALANCE	(79,378)	219,344	(164,200)	-234%	383,544
BEGINNING FUND BALANCE	879,270	580,548	575,900	1%	4,648
ENDING FUND BALANCE	799,892	799,892	411,700	94%	388,192

CITY OF DUNDEE

Statement of Revenues and Expenditures
01 - Admin / Finance
001 - General Fund
From 2/1/2019 Through 2/28/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
EXPENDITURES					
Personnel Services					
Salaries & Wages	14,332	111,154	166,200	33 %	55,046
Personnel Benefits	7,721	59,405	90,000	34 %	30,595
Total Personnel Services	22,053	170,559	256,200	33 %	85,641
Materials & Services					
Supplies	137	2,223	4,200	47 %	1,977
Professional Services	4,931	40,481	54,800	26 %	14,319
Contractual Services	110	881	1,300	32 %	419
Travel & Training	951	7,508	18,100	59 %	10,592
Insurance	465	9,265	9,000	(3)%	(265)
Regulatory Requirements	0	775	800	3 %	25
Utilities	705	4,089	6,900	41 %	2,811
Repairs & Maintenance	369	5,167	8,800	41 %	3,633
Other Materials & Services	1,552	7,533	14,400	48 %	6,867
Total Materials & Services	9,220	77,922	118,300	34 %	40,378
Capital Outlay	0	9,066	8,900	(2)%	(166)
Total EXPENDITURES	31,273	257,547	383,400	33 %	125,853

CITY OF DUNDEE

Statement of Revenues and Expenditures
02 - Court
001 - General Fund
From 2/1/2019 Through 2/28/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
EXPENDITURES					
Personnel Services					
Salaries & Wages	913	6,648	9,400	29 %	2,752
Personnel Benefits	680	5,055	7,700	34 %	2,645
Total Personnel Services	1,593	11,703	17,100	32 %	5,397
Materials & Services					
Supplies	0	75	200	62 %	125
Professional Services	0	1,791	2,300	22 %	509
Contractual Services	548	2,466	3,300	25 %	834
Travel & Training	0	999	1,000	0 %	1
Other Materials & Services	23	302	800	62 %	498
Total Materials & Services	571	5,634	7,600	26 %	1,966
Total EXPENDITURES	2,164	17,337	24,700	30 %	7,363

CITY OF DUNDEE

Statement of Revenues and Expenditures
03 - Community Development
001 - General Fund
From 2/1/2019 Through 2/28/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
EXPENDITURES					
Personnel Services					
Salaries & Wages	1,061	7,680	11,100	31 %	3,420
Personnel Benefits	796	5,805	8,800	34 %	2,995
Total Personnel Services	1,857	13,484	19,900	32 %	6,416
Materials & Services					
Supplies	0	37	500	93 %	463
Professional Services	6,579	45,507	57,000	20 %	11,493
Contractual Services	3,847	13,313	36,000	63 %	22,687
Travel & Training	0	180	1,400	87 %	1,220
Other Materials & Services	0	443	20,100	98 %	19,657
Total Materials & Services	10,426	59,481	115,000	48 %	55,519
Total EXPENDITURES	12,282	72,965	134,900	46 %	61,935

CITY OF DUNDEE

Statement of Revenues and Expenditures
04 - Police Dept
001 - General Fund
From 2/1/2019 Through 2/28/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
EXPENDITURES					
Materials & Services					
Contractual Services	87,484	339,045	503,200	33 %	164,155
Total Materials & Services	87,484	339,045	503,200	33 %	164,155
Total EXPENDITURES	87,484	339,045	503,200	33 %	164,155

CITY OF DUNDEE

Statement of Revenues and Expenditures
05 - Fire Dept
001 - General Fund
From 2/1/2019 Through 2/28/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
EXPENDITURES					
Personnel Services					
Salaries & Wages	18,073	159,827	224,800	29 %	64,973
Personnel Benefits	9,811	82,044	139,800	41 %	57,756
Total Personnel Services	27,884	241,871	364,600	34 %	122,729
Materials & Services					
Supplies	1,977	11,252	17,500	36 %	6,248
Professional Services	0	0	800	100 %	800
Contractual Services	4,532	18,710	25,000	25 %	6,290
Travel & Training	250	963	9,100	89 %	8,138
Insurance	0	16,913	17,700	4 %	787
Regulatory Requirements	237	1,135	9,000	87 %	7,865
Utilities	2,398	10,894	17,300	37 %	6,406
Repairs & Maintenance	355	3,226	14,000	77 %	10,774
Other Materials & Services	0	47	300	84 %	253
Total Materials & Services	9,749	63,140	110,700	43 %	47,560
Capital Outlay					
	0	0	22,000	100 %	22,000
Total EXPENDITURES	37,633	305,011	497,300	39 %	192,289

CITY OF DUNDEE

Statement of Revenues and Expenditures
110 - Street Fund
From 2/1/2019 Through 2/28/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Taxes	2,027	19,693	34,000	(42)%	(14,307)
Intergovernmental Revenue	20,912	164,638	216,000	(24)%	(51,362)
Miscellaneous Revenues	126	669	500	34 %	169
Total REVENUES	23,065	185,000	250,500	(26)%	(65,500)
EXPENDITURES					
Personnel Services	3,916	32,051	48,000	33 %	15,949
Materials & Services					
Supplies	223	2,051	4,200	51 %	2,149
Professional Services	43	1,436	11,000	87 %	9,564
Travel & Training	0	30	500	94 %	470
Insurance	0	1,770	1,800	2 %	30
Regulatory Requirements	0	76	100	24 %	24
Utilities	1,907	15,223	23,400	35 %	8,177
Repairs & Maintenance	2,600	89,609	105,600	15 %	15,991
Interfund Services	1,892	15,133	22,700	33 %	7,567
Other Materials & Services	0	0	200	100 %	200
Total Materials & Services	6,664	125,328	169,500	26 %	44,172
Total EXPENDITURES	10,580	157,379	217,500	28 %	60,121
Excess (deficiency) of Revenue over Expenditures	12,485	27,621	33,000	(16)%	(5,379)
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	12,485	27,621	(25,100)	(210)%	52,721
BEGINNING FUND BALANCE	52,520	37,384	31,900	17 %	5,484
ENDING FUND BALANCE	65,005	65,005	6,800	856 %	58,205

CITY OF DUNDEE

Statement of Revenues and Expenditures
111 - Street CIP Fund
From 2/1/2019 Through 2/28/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Franchise Fees	3,429	22,342	45,700	(51)%	(23,358)
Intergovernmental Revenue	240,000	339,404	720,000	(53)%	(380,596)
Miscellaneous Revenues	42	25,384	26,700	(5)%	(1,316)
Total REVENUES	243,472	387,130	792,400	(51)%	(405,271)
EXPENDITURES					
Capital Outlay	90,943	631,674	964,800	35 %	333,126
Debt Service	0	38,729	46,700	17 %	7,971
Total EXPENDITURES	90,943	670,403	1,011,500	34 %	341,097
Excess (deficiency) of Revenue over Expenditures	152,528	(283,273)	(219,100)	29 %	(64,173)
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	152,528	(62,273)	128,700	(148)%	(190,973)
BEGINNING FUND BALANCE	(130,629)	84,173	52,400	61 %	31,773
ENDING FUND BALANCE	21,900	21,900	181,100	(88)%	(159,200)

CITY OF DUNDEE

Statement of Revenues and Expenditures
112 - Street Reserve Fund
From 2/1/2019 Through 2/28/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Miscellaneous Revenues	86	599	600	(0)%	(2)
Total REVENUES	86	599	600	(0)%	(2)
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	86	599	(43,800)	(101)%	44,399
NET CHANGE IN FUND BALANCE	86	599	(43,800)	(101)%	44,399
BEGINNING FUND BALANCE	44,328	43,815	43,800	0 %	15
ENDING FUND BALANCE	44,414	44,414	0	0 %	44,414

CITY OF DUNDEE

Statement of Revenues and Expenditures
122 - State Revenue Sharing Fund
From 2/1/2019 Through 2/28/2019
(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	23	151	100	51 %	51
Total REVENUES	23	15,134	29,100	(48)%	(13,966)
EXPENDITURES					
Materials & Services					
Professional Services	0	465	2,500	81 %	2,035
Contractual Services	650	10,350	12,500	17 %	2,150
Total Materials & Services	650	10,815	15,000	28 %	4,185
Capital Outlay	0	0	16,000	100 %	16,000
Total EXPENDITURES	650	10,815	31,000	65 %	20,185
Excess (deficiency) of Revenue over Expenditures	(627)	4,319	(1,900)	(327)%	6,219
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	(627)	4,319	(6,900)	(163)%	11,219
BEGINNING FUND BALANCE	12,570	7,624	7,000	9 %	624
ENDING FUND BALANCE	11,943	11,943	100	11,843 %	11,843

CITY OF DUNDEE

Statement of Revenues and Expenditures
127 - Equipment Reserve Fund
From 2/1/2019 Through 2/28/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Miscellaneous Revenues	1,387	9,955	30,000	(67)%	(20,045)
Total REVENUES	1,387	9,955	30,000	(67)%	(20,045)
EXPENDITURES					
Capital Outlay	0	0	876,100	100 %	876,100
Debt Service	0	58,627	58,700	0 %	73
Total EXPENDITURES	0	58,627	934,800	94 %	876,173
Excess (deficiency) of Revenue over Expenditures	1,387	(48,672)	(904,800)	(95)%	856,128
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	1,387	(48,672)	(765,800)	(94)%	717,128
BEGINNING FUND BALANCE	716,679	766,738	765,800	0 %	938
ENDING FUND BALANCE	718,066	718,066	0	0 %	718,066

CITY OF DUNDEE

Statement of Revenues and Expenditures
131 - Parks Fund
From 2/1/2019 Through 2/28/2019
(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	56	2,600	(98)%	(2,544)
Total REVENUES	8	56	19,000	(100)%	(18,944)
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	(1,107)	(9,000)	(88)%	7,893
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	(1,107)	(4,000)	(72)%	2,893
BEGINNING FUND BALANCE	3,963	5,078	4,800	6 %	278
ENDING FUND BALANCE	3,971	3,971	800	396 %	3,171

CITY OF DUNDEE

Statement of Revenues and Expenditures
151 - Tourism Fund
From 2/1/2019 Through 2/28/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Taxes	620	46,235	65,300	(29)%	(19,065)
Miscellaneous Revenues	20,267	21,536	2,000	977 %	19,536
Total REVENUES	20,888	67,771	67,300	1 %	471
EXPENDITURES					
Materials & Services					
Professional Services	0	465	2,500	81 %	2,035
Contractual Services	950	14,998	80,000	81 %	65,002
Total Materials & Services	950	15,463	82,500	81 %	67,037
Capital Outlay	0	0	72,000	100 %	72,000
Total EXPENDITURES	950	15,463	154,500	90 %	139,037
Excess (deficiency) of Revenue over Expenditures	19,938	52,308	(87,200)	(160)%	139,508
NET CHANGE IN FUND BALANCE	19,938	52,308	(87,200)	(160)%	139,508
BEGINNING FUND BALANCE	118,381	86,010	87,400	(2)%	(1,390)
ENDING FUND BALANCE	138,318	138,318	200	69,059 %	138,118

CITY OF DUNDEE

Statement of Revenues and Expenditures
201 - Fire Station Construction
From 2/1/2019 Through 2/28/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Miscellaneous Revenues					
	522	986,618	986,000	0 %	618
Total REVENUES	522	986,618	986,000	0 %	618
EXPENDITURES					
Materials & Services					
Professional Services	3,753	147,267	138,800	(6)%	(8,467)
Total Materials & Services	3,753	147,267	138,800	(6)%	(8,467)
Capital Outlay					
	168,790	569,169	837,700	32 %	268,532
Total EXPENDITURES	172,543	716,435	976,500	27 %	260,065
Excess (deficiency) of Revenue over Expenditures	(172,020)	270,183	9,500	2,744 %	260,683
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	(172,020)	270,183	(500)	(54,137)%	270,683
BEGINNING FUND BALANCE	442,452	249	500	(50)%	(251)
ENDING FUND BALANCE	270,431	270,431	0	0 %	270,431

CITY OF DUNDEE

Statement of Revenues and Expenditures
310 - Bonded Debt
From 2/1/2019 Through 2/28/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Taxes	899	142,950	148,000	(3)%	(5,050)
Miscellaneous Revenues	18	944	600	57 %	344
Total REVENUES	917	143,894	148,600	(3)%	(4,706)
EXPENDITURES					
Debt Service	150,143	150,143	150,200	0 %	57
Total EXPENDITURES	150,143	150,143	150,200	0 %	57
Excess (deficiency) of Revenue over Expenditures	(149,226)	(6,249)	(1,600)	291 %	(4,649)
NET CHANGE IN FUND BALANCE	(149,226)	(6,249)	(1,600)	291 %	(4,649)
BEGINNING FUND BALANCE	158,560	15,583	15,700	(1)%	(117)
ENDING FUND BALANCE	9,334	9,334	14,100	(34)%	(4,766)

CITY OF DUNDEE

Statement of Revenues and Expenditures

431 - Water Fund

From 2/1/2019 Through 2/28/2019

(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Charges for Services	42,458	474,620	620,000	(23)%	(145,380)
Miscellaneous Revenues	580	4,034	3,000	34 %	1,034
Total REVENUES	43,038	478,654	623,000	(23)%	(144,346)
EXPENDITURES					
Personnel Services	16,739	128,903	197,300	35 %	68,397
Materials & Services					
Supplies	848	7,788	12,000	35 %	4,212
Professional Services	299	5,305	8,600	38 %	3,295
Contractual Services	0	7,936	10,000	21 %	2,064
Travel & Training	180	692	2,200	69 %	1,508
Insurance	0	5,457	5,500	1 %	43
Regulatory Requirements	104	3,707	4,900	24 %	1,193
Utilities	3,082	29,346	45,700	36 %	16,354
Repairs & Maintenance	6,663	17,311	40,300	57 %	22,989
Interfund Services	7,767	62,133	93,200	33 %	31,067
Other Materials & Services	957	5,523	8,300	33 %	2,777
Total Materials & Services	19,898	145,197	230,700	37 %	85,503
Capital Outlay	4,723	25,190	25,000	(1)%	(190)
Total EXPENDITURES	41,361	299,290	453,000	34 %	153,710
Excess (deficiency) of Revenue over Expenditures	1,677	179,364	170,000	6 %	9,364
OTHER FINANCING SOURCES (USES)					
Transfer Out	(1,870)	(22,990)	(214,800)	(89)%	191,810
Other Uses	0	0	(20,000)	(100)%	20,000
Total OTHER FINANCING SOURCES (USES)	(1,870)	(22,990)	(234,800)	(90)%	211,810
NET CHANGE IN FUND BALANCE	(193)	156,374	(64,800)	(341)%	221,174
BEGINNING FUND BALANCE	218,926	62,360	69,100	(10)%	(6,740)
ENDING FUND BALANCE	218,733	218,733	4,300	4,987 %	214,433

CITY OF DUNDEE

Statement of Revenues and Expenditures
432 - Water CIP Fund
From 2/1/2019 Through 2/28/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Charges for Services	25,396	31,453	36,800	(15)%	(5,347)
Miscellaneous Revenues	302	3,946	8,200	(52)%	(4,254)
Total REVENUES	25,698	35,399	45,000	(21)%	(9,601)
EXPENDITURES					
Capital Outlay	36,348	312,959	342,000	8 %	29,041
Debt Service	0	58,602	117,300	50 %	58,698
Total EXPENDITURES	36,348	371,560	459,300	19 %	87,740
Excess (deficiency) of Revenue over Expenditures	(10,650)	(336,161)	(414,300)	(19)%	78,139
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	(10,650)	(336,161)	(274,300)	23 %	(61,861)
BEGINNING FUND BALANCE	167,550	493,061	469,000	5 %	24,061
ENDING FUND BALANCE	156,900	156,900	194,700	(19)%	(37,800)

CITY OF DUNDEE

Statement of Revenues and Expenditures
441 - Sewer Fund
From 2/1/2019 Through 2/28/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Charges for Services	101,929	900,678	1,286,600	(31)%	(385,922)
Miscellaneous Revenues	252	1,175	1,400	(16)%	(225)
Total REVENUES	102,181	901,853	1,288,000	(30)%	(386,147)
EXPENDITURES					
Personnel Services	16,179	134,813	196,300	31 %	61,487
Materials & Services					
Supplies	2,565	8,679	24,000	64 %	15,321
Professional Services	5,639	17,171	45,500	62 %	28,329
Contractual Services	0	270	700	61 %	430
Travel & Training	180	1,368	1,800	24 %	432
Insurance	0	16,170	16,200	0 %	30
Regulatory Requirements	100	3,265	5,400	40 %	2,135
Utilities	7,661	54,922	84,900	35 %	29,978
Repairs & Maintenance	4,664	26,331	98,300	73 %	71,969
Interfund Services	6,883	55,067	82,600	33 %	27,533
Other Materials & Services	957	5,478	8,100	32 %	2,622
Total Materials & Services	28,650	188,720	367,500	49 %	178,780
Total EXPENDITURES	44,828	323,533	563,800	43 %	240,267
Excess (deficiency) of Revenue over Expenditures	57,353	578,321	724,200	(20)%	(145,879)
OTHER FINANCING SOURCES (USES)					
Transfer Out	(60,596)	(489,027)	(743,400)	(34)%	254,373
Other Uses	0	0	(20,000)	(100)%	20,000
Total OTHER FINANCING SOURCES (USES)	(60,596)	(489,027)	(763,400)	(36)%	274,373
NET CHANGE IN FUND BALANCE	(3,243)	89,293	(39,200)	(328)%	128,493
BEGINNING FUND BALANCE	133,002	40,465	43,700	(7)%	(3,235)
ENDING FUND BALANCE	129,758	129,758	4,500	2,784 %	125,258

CITY OF DUNDEE

Statement of Revenues and Expenditures
442 - Sewer CIP Fund
From 2/1/2019 Through 2/28/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Charges for Services	12,032	6,410	35,000	(82)%	(28,590)
Miscellaneous Revenues	1,057	7,387	13,600	(46)%	(6,213)
Total REVENUES	13,089	13,797	48,600	(72)%	(34,803)
EXPENDITURES					
Capital Outlay	39,098	39,735	36,000	(10)%	(3,735)
Debt Service	0	364,328	690,400	47 %	326,072
Total EXPENDITURES	39,098	404,064	726,400	44 %	322,336
Excess (deficiency) of Revenue over Expenditures	(26,009)	(390,267)	(677,800)	(42)%	287,533
OTHER FINANCING SOURCES (USES)					
Transfers In	55,500	444,000	666,000	(33)%	(222,000)
Total OTHER FINANCING SOURCES (USES)	55,500	444,000	666,000	(33)%	(222,000)
NET CHANGE IN FUND BALANCE	29,491	53,733	(11,800)	(555)%	65,533
BEGINNING FUND BALANCE	517,909	493,667	487,800	1 %	5,867
ENDING FUND BALANCE	547,400	547,400	476,000	15 %	71,400

CITY OF DUNDEE

Statement of Revenues and Expenditures
451 - Storm Water Fund
From 2/1/2019 Through 2/28/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Charges for Services	9,077	72,337	109,800	(34)%	(37,463)
Miscellaneous Revenues	96	522	600	(13)%	(78)
Total REVENUES	9,173	72,859	110,400	(34)%	(37,541)
EXPENDITURES					
Personnel Services	2,484	19,089	28,800	34 %	9,711
Materials & Services					
Supplies	105	1,019	2,300	56 %	1,281
Professional Services	43	589	5,600	89 %	5,011
Travel & Training	0	52	200	74 %	148
Insurance	0	195	200	2 %	5
Regulatory Requirements	0	38	100	62 %	62
Utilities	57	472	1,100	57 %	628
Repairs & Maintenance	12	1,092	2,300	53 %	1,208
Interfund Services	1,133	9,067	13,600	33 %	4,533
Other Materials & Services	0	2	300	99 %	298
Total Materials & Services	1,350	12,526	25,700	51 %	13,174
Debt Service	0	11,799	0	0 %	(11,799)
Total EXPENDITURES	3,834	43,414	54,500	20 %	11,086
Excess (deficiency) of Revenue over Expenditures	5,339	29,445	55,900	(47)%	(26,455)
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	5,339	29,445	(17,200)	(271)%	46,645
BEGINNING FUND BALANCE	44,404	20,298	19,600	4 %	698
ENDING FUND BALANCE	49,743	49,743	2,400	1,973 %	47,343

CITY OF DUNDEE

Statement of Revenues and Expenditures
452 - Storm Water CIP Fund
From 2/1/2019 Through 2/28/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Charges for Services	4,872	2,436	15,000	(84)%	(12,564)
Miscellaneous Revenues	102	11,061	1,200	822 %	9,861
Total REVENUES	4,974	13,497	16,200	(17)%	(2,703)
EXPENDITURES					
Capital Outlay	14,705	44,025	125,600	65 %	81,575
Debt Service	0	0	23,700	100 %	23,700
Total EXPENDITURES	14,705	44,025	149,300	71 %	105,275
Excess (deficiency) of Revenue over Expenditures	(9,731)	(30,528)	(133,100)	(77)%	102,572
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	(9,731)	(30,528)	(77,100)	(60)%	46,572
BEGINNING FUND BALANCE	62,438	83,235	77,900	7 %	5,335
ENDING FUND BALANCE	52,707	52,707	800	6,488 %	51,907

AGENDA REPORT

To: Mayor Russ and City Council

From: Rob Daykin, City Administrator

Date: March 14, 2019

Re: Locust Street LID Assessments

On February 19, 2019 the City Council provided an opportunity for owners to present objections and/or request for corrections to their assessment for improvements with the Locust Street Local Improvement District (LID). Several owners questioned including cost associated with the relocation of water meters that were installed as part of a new water line as a prior project under permit with the City by the developer of the six homes on the east side of Locust Street, Del Boca Vista. The engineer of record for Del Boca Vista provided the City "as-built" plans showing the meters being installed per the plan approved by the City Engineer. However, when the City's contractor for the street improvements subsequently completed construction survey the water meters were found to be located incorrectly and were in conflict with the new sidewalk. The moving and reconnection of the water meters added $9,060.98 to the street improvements project. Council deferred making a decision on the objections raised by the owners and directed staff to pursue collection of this cost from Del Boca Vista – see attached Notice of Claim and Demand letter. As of the preparation of this memo we have not received payment or communication from Del Boca Vista on this matter.

Attached is Appendix D that includes the water meter relocation as a cost that was distributed to the six lots on the east side of Locust Street. Also, I included a revised Appendix D without the water meter relocation cost being assessed to the owners. Under the revised Appendix D scenario the water meter relocation cost will be expended as a water system improvement. Note: The reason why the City requested Del Boca Vista to install a new water main is that the existing water main was identified in the Water Master Plan for replacement and working with Del Boca Vista and providing SDC credits would be a cost effective method for the improvement. A similar water main improvement was continued along Locust Street from the termination of the Del Boca Vista work to Tenth Street. In that two block length the City had to disconnect and reconnect all of the services to the existing meters. Staff recommends using revised Appendix D for determining the final assessments, and continue to pursue collection from Del Boca Vista.

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 April 2 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.

JORDAN RAMIS PC
ATTORNEYS AT LAW

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Tel. (503) 598-7070
Fax (503) 598-7373
www.jordanramis.com

Timothy V. Ramis
Admitted in Oregon
tim.ramis@jordanramis.com
Direct Dial: (503) 598-5573

March 4, 2019

Del Boca Vista LLC
P.O. Box 3186
Newberg, OR 97132

Re: **Block 52, Dundee, Yamhill County**
729 SE Locust Street

NOTICE OF CLAIM AND DEMAND

This firm represents the City of Dundee, Oregon.

On June 23, 2016 Del Boca Vista, LLC executed an SDC Credit Improvement Agreement associated with development of Block 52, Lots 7-12 along Locust Street. This was executed in conjunction with development of single-family residences on the lots. The improvement described therein includes installation of approximately 315 linear feet of 8" water main and associated appurtenances. It references installation of a ¾ inch water meter at each proposed residence.

Section II B. of the Improvement Agreement states that "Developer is solely responsible for the design and construction of all improvements required under this Agreement." You submitted to the City, and the City relied on, April 1, 2017 as-built construction drawings certified by Del Boca Vista and its professional engineer, Daniel J. Danicic.

Those as-builts represented and certified to the City that the water meters were located along the public right of way. The City issued SDC credits based your submittal. Subsequently, the City in the course of constructing the Locust Street Improvements learned for the first time that the as-builts misrepresented the location of the water meters. They were, in fact, located several feet within the public right of way, not along the right of way. This constituted a breach of the above-stated agreements and City code standards.

Del Boca Vista was notified immediately. Del Boca declined to correct the problem. This necessitated the City doing so to mitigate delay and other damages associated with construction of Locust Street and associated sidewalks.

The City contractor relocated the water meters to their proper location on lots 7-12 outside of the right of way. In doing so, the City incurred $9,060.98 in additional costs. Those costs are your responsibility.

This is a demand and claim that Del Boca Vista, LLC immediately reimburse the City of Dundee for the above-referenced costs. Failure to submit payment of this claim in full within 10 days of the date of this letter will result in the City pursuing all remedies available to it by law. This may include attorney fees and associated costs.

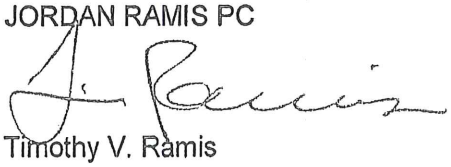
50249-37340 3365046.3

It is the City's hope that Del Boca Vista, LLC will promptly resolve this matter without further delay and expense. Please remit payment directly to:

City of Dundee
PO BOX 220
Dundee, OR 97115

Sincerely,

JORDAN RAMIS PC



Timothy V. Ramis

cc: Daniel J. Danicic, PE
3411 Hayes Street – Suite 122
Newberg, OR 97132

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 Feet	Shared Street Assessment	Water System No.	Water System Assessment	Wtr. Mtr. Reloc.s No.	Wtr. Mtr. Reloc.s Assessment	Driveways No.	Driveways Assessment	**Total Assessment**	Preliminary Assessment	Difference
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

Appendix D

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

REVISED

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	$ 61,400.74	1	$ 1,144.48	0	$ -	0	$ -	**$ 62,545.22**	$ 53,758.14	$ 8,787.08
2	78203	R3325CC 01000	150	$ 43,857.67	0	$ -	0	$ -	3	$ 6,083.31	**$ 49,940.98**	$ 38,398.67	$ 11,542.31
3	561853	R3325CC 01104	50	$ 14,619.22	0	$ -	1	$ -	1	$ 2,027.77	**$ 16,646.99**	$ 16,606.46	$ 40.54
4	710048	R3325CC 01106	50	$ 14,619.22	0	$ -	1	$ -	1	$ 2,027.77	**$ 16,646.99**	$ 16,606.46	$ 40.54
5	710046	R3325CC 01105	50	$ 14,619.22	0	$ -	1	$ -	1	$ 2,027.77	**$ 16,646.99**	$ 16,606.46	$ 40.54
6	78267	R3325CC 01100	50	$ 14,619.22	0	$ -	1	$ -	1	$ 2,027.77	**$ 16,646.99**	$ 16,606.46	$ 40.54
7	710050	R3325CC 01107	50	$ 14,619.22	0	$ -	1	$ -	1	$ 2,027.77	**$ 16,646.99**	$ 16,606.46	$ 40.54
8	560599	R3325CC 01103	50	$ 14,619.22	0	$ -	1	$ -	1	$ 2,027.77	**$ 16,646.99**	$ 16,606.46	$ 40.54
Totals:			660	$ 192,973.75		$ 1,144.48		$ -		$ 18,249.93	**$ 212,368.16**	$ 191,795.56	$ 20,572.60

AGENDA REPORT

To: Mayor Russ and City Council

From: Rob Daykin, City Administrator

Date: March 13, 2019

Re: ODOT Street Lighting Funding Agreement

Attached is the ODOT agreement providing up to $500,000 to the City for the installation of street lights in the section of the Sidewalk/Streetscape project completed by the City last year. The agreement covers construction costs and other costs incurred by the City, including preparation of bid documents, award of a construction contract and construction inspection. Upon execution of this agreement, ODOT will give DKS Associates notice to proceed for preparation of the specifications and drawings that the City will use in the bid documents, with the goal of soliciting bids in May.

The agreement was reviewed by City Attorney Dan Olsen and he noted some provisions that would not be covered in the funding agreement, including any cost of re-monumentation if monuments are damaged or the need for survey if additional ROW is required. In both cases these issues are moot since all of the street light base construction and conduit work has already been completed within the existing ROW. The contracted work will primarily involve the pulling of wire, installation of poles and fixtures, and connection to the demarcation point with PGE in vaults installed in last year's project. Attorney Olsen also noted concerns with the limit of $500,000 should bids come in higher than estimated. Attorney Olsen confirmed if all bids exceed the construction estimate, then the City may negotiate a contract price with the lowest responsive bidder per ORS 279C.340[1] and suggested the City may wish to have a provision to allow the City to terminate the funding agreement with ODOT if the City is unable to award a contract that will not exceed the project budget. I discussed the $500,000 limit with ODOT project manager Alvin Shoblom and he concurs with installing what we can if the City needs to reduce the scope of work (number of street lights) to stay within budget. Alvin also noted that any unexpended monies under the $500,000 limit would roll back into the budget for Phase B – which includes the remaining street light work. The funding agreement's term ends upon completion of the project and disbursement of final payment to the City, or two years from the date

[1] **279C.340 Contract negotiations.** If a public improvement contract is competitively bid and all responsive bids from responsible bidders exceed the contracting agency's cost estimate, the contracting agency, in accordance with rules adopted by the contracting agency, may negotiate with the lowest responsive, responsible bidder, prior to awarding the contract, in order to solicit value engineering and other options to attempt to bring the contract within the contracting agency's cost estimate. A negotiation with the lowest responsive, responsible bidder under this section may not result in the award of the contract to that bidder if the scope of the project is significantly changed from the original bid proposal. Notwithstanding any other provision of law, the records of a bidder used in contract negotiation under this section are not subject to public inspection until after the negotiated contract has been awarded or the negotiation process has been terminated. [2003 c.794 §106]

that the agreement is executed. Considering how long it took to receive this agreement after it was first proposed last year and that any additional revisions will further delay completion of the work, I recommend accepting the agreement as prepared.

Recommendation: Motion approving Agreement No. 33141 with ODOT for funding street light improvements on Highway 99W in Dundee.

COOPERATIVE IMPROVEMENT AGREEMENT
OR 99W Dundee Street Lighting
City of Dundee

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

RECITALS

1. OR 99W is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).

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

3. State and Agency have coordinated and worked on the OR 99W: 1st Street to Parks Drive (Dundee) project, Key No. 17882. This Agreement will address the installation of the pedestrian illumination and roadway illumination poles in the foundations constructed as part of the OR 99W: 1st Street to Parks Drive (Dundee) project, Key No. 17882. Maintenance and electrical energy responsibilities are addressed in Agreement No. 28069 entered into by State and Agency on October 24, 2011.

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

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to State designing and providing plans to Agency for the installation of pedestrian illumination and roadway illumination poles along OR 99W, hereinafter referred to as "Project." The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.

2. The Project will be financed at an estimated cost of $500,000 in state funds. The estimate for the total Project cost is subject to change. Agency shall be responsible for any Project costs beyond the estimate.

3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or two (2) calendar years following the date all required signatures are obtained, whichever is sooner.

AGENCY OBLIGATIONS

1. Agency shall perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection *(other than inspections provided by State under State Obligations),* project management services and other necessary functions for sole administration of the construction contract entered into for this Project.

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

   a. The Parties shall:

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

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

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

      http://www.oregon.gov/ODOT/CONSTRUCTION/Pages/Forms.aspx; and

      iv. Promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.

   b. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in acessible format to the public, people

with disabilities, and disability organizations at least 10 days prior to the start of construction.

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

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

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

   iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,

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

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

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

3. Agency shall submit a letter of request to State's Project Manager when it is prepared to proceed with the development of the Project, to initiate State's advancement (advanced funds) of fifty percent (50%) of the available State funds, as outlined under State Obligations, paragraph 1.

4. Agency shall provide State with receipts for all expenditures made with the advanced funds. After Agency has used all of the advanced funds, Agency shall prepare and submit monthly itemized, progress invoices for construction directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the Agreement number, the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed $500,000, including all expenses. Travel expenses will not be reimbursed.

5. Agency, or its consultant's, electrical inspectors shall possess a current State Certified Traffic Signal Inspector certificate, in order to inspect electrical installations on state highways. The State District Permitting Office shall verify compliance with this requirement prior to construction.

6. Agency shall provide to State permanent mylar "as constructed" plans for work on state highways. If Agency redrafts the plans, done in Computer Aided Design and Drafting (CADD) or Microstation, to get the "as constructed" set, and they follow the most current version of the "Contract Plans Development Guide, Volume 1 Chapter 16" http://www.oregon.gov/State/HWY/ENGSERVICES/docs/dev_guide/vol_1/V1-16.pdf, Agency shall provide to State a Portable Document Format (PDF) file and a paper copy of the plan set.

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

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

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

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

11. Any such indemnification shall also provide that neither the Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The

State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

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

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

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

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

16. Agency or its consultant shall acquire all necessary rights of way according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual. Certification of right of way acquisition work must be made by the Agency (or on behalf of its consultant) doing the work. If Agency acquires the right of way, it shall provide a letter from Agency's legal counsel certifying that 1) the right of way needed for the Project has been obtained and 2) right of way acquisition has been completed in accordance with the right of way requirements contained in this Agreement. The certification form shall be routed through the State Region 2 Right of Way Office for co-signature and possible audit. If Agency elects to have State perform right of way functions, a separate agreement shall be executed between Agency and State right of way, referencing this Agreement number.

17. Agency shall obtain a permit to "Occupy or Perform Operations upon a State Highway" from assigned State District 3 Project Manager as well as miscellaneous permit to occupy State Right of way, land use permits, building permits, and

engineering design review approval from State. Agency agrees to comply with all provisions of said permit(s), and shall require its developers, contractors, subcontractors, or consultants performing such work to comply with such permit and review provisions.

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

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

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

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

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

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

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

    f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance

coverage(s) without thirty (30) days written notice from Contractor's or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.

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

21. Agency is responsible for and ensures that all survey monuments recorded with a county and within or adjacent to the highway right of way shall be preserved in accordance with ORS 209.140 and 209.150. Any such monumentation that is damaged or removed during the course of the Project must be replaced in compliance with ORS Chapter 209 stipulations, the State Right of Way Monumentation Policy, and at Agency's own expense.

22. Agency is also responsible, at its own expense, for replacement of any additional State survey marks or other monumentation not recorded with a county that are damaged or removed during the course of the Project. In the event of such replacement, Agency shall contact State's Geometronics Unit for replacement procedures.

23. If additional right of way is acquired for state highway right of way purposes as a result of the Project, then a right of way monumentation survey is required as defined in ORS 209.150 and 209.155. Agency agrees to provide such a survey, at its own expense, following ORS Chapter 209 stipulations, State Right of Way Monumentation Policy, and State's Geometronics Unit review and approval, and to file the legal survey with the appropriate Agency Surveyor's office as required

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

25. Agency's Project Manager for this Project is Rob Daykin, City Administrator, City of Dundee, PO Box 220, Dundee, Oregon 97115; telephone: (503) 538-3922, ext. 103; email:Rob.Dayking@dundeecity.org, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State, or its consultant shall, conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the Project to Agency.

2. Upon receipt of the letter of request from Agency, State shall deposit with Agency advanced funds in the sum of $250,000, such amount being equal to fifty (50)

percent of the available State funds. Upon completion of the Project, inspection, and approval by State staff, and receipt from Agency of an itemized final statement of the actual total cost of the Project, State shall deposit with Agency a final payment, the sum of which, when added to the advanced funds and any periodic invoice payments identified in Agency Obligations paragraph 3, shall not exceed $500,000. Should final Project costs exceed the original estimate, extra costs shall be borne by Agency. In the event that actual costs for the Project are less than the advanced funds, Agency agrees to return to State any unspent funds.

3. In consideration for the services performed under this Agreement, State shall reimburse Agency one hundred (100) percent of eligible costs incurred in carrying out the Project up to an amount which, when added to the advanced funds, equals the maximum amount of $500,000. Reimbursements shall be made by State within forty-five (45) days of receipt by State of the Project invoice. Said maximum amount shall include reimbursement for all expenses. Travel expenses shall not be reimbursed.

4. State shall review and approval all Project plans prior to construction by Agency or its contractor.

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

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

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

GENERAL PROVISIONS

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

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

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

   b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this

Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

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

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

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

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

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

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

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

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

8. If Agency fails to maintain facilities in accordance with the terms of this Agreement, State, at its option, may maintain the facility and bill Agency, seek an injunction to enforce the duties and obligations of this Agreement or take any other action allowed by law.

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

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

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

This Project is in the 2018-2021 Statewide Transportation Improvement Program, (Key #17882) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

CITY OF DUNDEE, by and through its designated officials

By _____
Mayor

Date _____

By _____
City Administrator

Date _____

APPROVED AS TO FORM

By _____
Counsel

Date _____

Agency Contact:
Rob Daykin, City Administrator
City of Dundee
PO Box 220
Dundee, Oregon 97115
(503) 538-3922, Ext. 103
Rob.Daykin@dundeecity.org

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 2 Manager

Date _____

By _____
State Traffic and Roadway Manager

Date _____

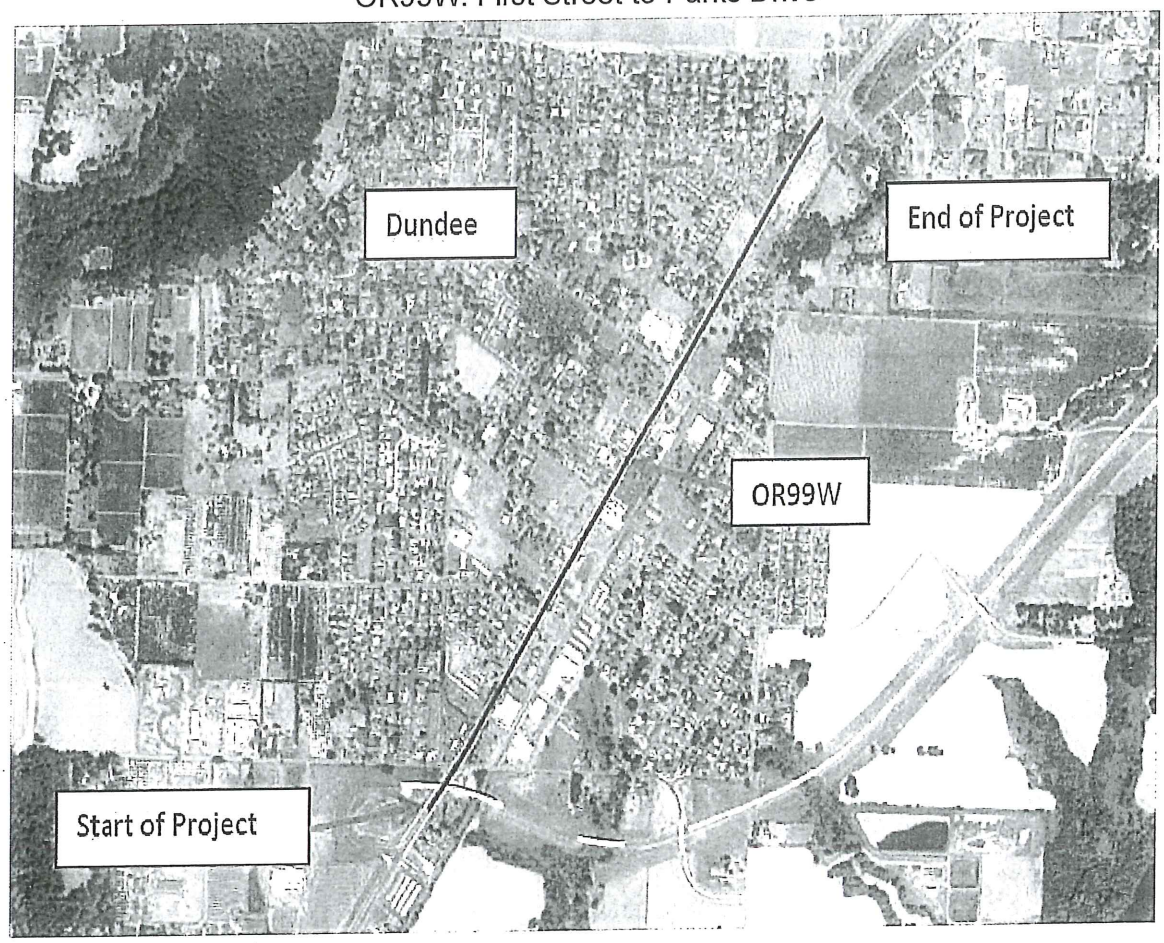
APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

State Contact:
Alvin Shoblom, Area 3 Project Leader
ODOT Region 2
455 Airport Road SE, Building B
Salem, Oregon 97301
(503) 986-2874
Alvin.Shoblom@odot.state.or.us

EXHIBIT A – Project Location Map
OR 99W Dundee Street Lighting
OR99W: First Street to Parks Drive



CITY of DUNDEE
Oregon

To: Mayor and City Council
From: John Stock, Fire Chief
Re: Wildland Protective Clothing Purchase
Date: 03/14/2019

Our current Wildland Protective Clothing has reached the end of its service life (10 years) and is due for replacement. The replacement cost was budgeted for in our current budget under Capital Outlay, Protective Clothing.

I'm requesting approval to for $7,851.50 (PO # 5418) to purchase the new Wildland Clothing from Curtis Tools for Heroes.

Thank you,

Chief Stock

Phone 503.554.8442 * Fax 503.538.1958
801 N. Highway 99W * PO Box 220 * Dundee, Oregon 97115
E-mail: DundeeFire@comcast.net

Ph: 206-622-2875
TF: 800-426-6633
Fax: 253-236-2997
nwsales@lncurtis.com
DUNS#: 00-922-4163

CURTIS
TOOLS FOR HEROES

Northwest Division
6507 S. 208th St.
Kent, WA. 98032
www.LNCURTIS.com
Quotation No. 97842

Quotation

CUSTOMER:
Dundee City Fire Department
PO Box 220
Dundee OR 97115

SHIP TO:
Dundee City Fire Department
801 N Highway 99W
Dundee OR 97115

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
97842	08/21/2018	02/28/2019

SALESPERSON
Jerrod Mickle
jmickle@lncurtis.com
541-953-5368

CUSTOMER SERVICE REP
Heather Dodge
hdodge@lncurtis.com
206-596-7910

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Chief John Stock	C2489	Net 30	FR

F.O.B.	SHIP VIA	REQ. DELIVERY DATE
SP	Best Way	

NOTES & DISCLAIMERS

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	18	EA	PGI CUSTOM	AS SPECIFIED BELOW: Pant style 7500975-C4 Tan Advance Classic Ground Pounder style with Red/Orange Trim. Includes leg zipper with no fabric behind and hook and loop w/d ring closure at cuff. Sizes: 1 - Small/Reg 8 - Med/Reg 1 - Lg/Short 5 - Lg/Reg 2 - XL/Reg 1 - XL/Long	$225.00	$4,050.00
2	2	EA	PGI CUSTOM	AS SPECIFIED BELOW: Pant style 7500975-C4 Tan Advance Classic Ground Pounder style with Red/Orange Trim. Includes leg zipper with no fabric behind and hook and loop w/d ring closure at cuff. Sizes- 2XL/Reg	$246.75	$493.50

Ph: 206-622-2875
TF: 800-426-6633
Fax: 253-236-2997
nwsales@lncurtis.com
DUNS#: 00-922-4163

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Kent, WA. 98032
www.LNCURTIS.com
Quotation No. 97842

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3	1	EA	ADDITIONAL DESCRIPTION	AS BELOW: Plus size pricing for above pants: 2XL = $246.75 3XL = $269 4XL = $341.50 (includes a cutting fee on 4XL sizes)	$0.00	$0.00
4	6	EA	3002-T-L PGI	LARGE YELLOW 7oz TECASAFE #3 FIRELINE FORESTRY COAT, * 42-44" CHEST * WITH 2" L/Y S/L TRIPLE TRIM (5501672) * CAL-OSHA, NFPA LABELLED. with larger pocket as found on smokechaser jacket - change trim to Red/Orange	$162.50	$975.00
5	2	EA	3002-T-XL PGI	XLARGE YELLOW 7oz TECASAFE #3 FIRELINE FORESTRY COAT, * 46-48" CHEST * WITH 2" L/Y S/L TRIPLE TRIM (5501672) * CAL-OSHA, NFPA LABELLED. with larger pocket as found on smokechaser jacket - change trim to Red/Orange 1 regular length 1 tall length	$162.50	$325.00
6	2	EA	3002-T-2XL PGI	2XLARGE YELLOW 7oz TECASAFE #3 FIRELINE FORESTRY COAT, * 50-52" CHEST * WITH 2" L/Y S/L TRIPLE TRIM (5501672) * CAL-OSHA, NFPA LABELLED with larger pocket as found on smokechaser jacket - change trim to Red/Orange	$176.50	$353.00
7	1	EA	3002-T-S PGI	SMALL YELLOW 7oz TECASAFE #3 FIRELINE FORESTRY COAT, * 34-36" CHEST * WITH 2" L/Y S/L TRIPLE TRIM (5501672) * CAL-OSHA, NFPA LABELLED. with larger pocket as found on smokechaser jacket - change trim to Red/Orange	$162.50	$162.50

Ph: 206-622-2875
TF: 800-426-6633
Fax: 253-236-2997
nwsales@lncurtis.com
DUNS#: 00-922-4163

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Kent, WA. 98032
www.LNCURTIS.com
Quotation No. 97842

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
8	7	EA	3002-T-M PGI	MEDIUM YELLOW 7oz TECASAFE #3 FIRELINE FORESTRY COAT, * 38-40" CHEST * WITH 2" L/Y S/L TRIPLE TRIM (5501672) * CAL-OSHA, NFPA LABELLED. with larger pocket as found on smokechaser jacket - change trim to Red/Orange	$162.50	$1,137.50
9	1	EA	3002-T-L-T PGI	LARGE/ TALL YELLOW 7oz TECASAFE #3 FIRELINE FORESTRY COAT, * 42-44" CHEST * WITH 2" L/Y S/L TRIPLE TRIM (5501872) * CAL-OSHA, NFPA LABELLED. with larger pocket as found on smokechaser jacket - change trim to Red/Orange	$162.50	$162.50
10	1	EA	3002-T-XXXL-T PGI	XXXLARGE/ TALL YELLOW 7oz TECASAFE #3 FIRELINE FORESTRY COAT, * 54-56" CHEST * WITH 2" L/Y S/L TRIPLE TRIM (5501672) * CAL-OSHA, NFPA LABELLED. with larger pocket as found on smokechaser jacket - change trim to Red/Orange	$192.50	$192.50
11	1	EA	ADDITIONAL DESCRIPTION	AS BELOW: plus sizing for above coats 2XL - $176.50 3XL - $192.50 4XL - $208.50 ($50 cut fee may apply for garments 4XL and up - not added to this total)	$0.00	$0.00

DUNS NUMBER: 009224163
SIC CODE: 5099
FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 02/28/2019. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Ph: 206-622-2875
TF: 800-426-6633
Fax: 253-236-2997
nwsales@lncurtis.com
DUNS#: 00-922-4163

CURTIS
TOOLS FOR HEROES

Northwest Division
6507 S. 208th St.
Kent, WA. 98032
www.LNCURTIS.com
Quotation No. 97842

Subtotal	$7,851.50
Tax Total	$0.00
Transportation*	$0.00
***(to be added when order ships)**	
Total	$7,851.50

AGENDA REPORT

To: Mayor Russ and City Council

From: Rob Daykin, City Administrator

Date: March 13, 2019

Re: Budget Committee Appointments

Members appointed to the Budget Committee must be registered voters in Dundee and cannot be an officer, agent or employee of the City. Previously, the Council determined that a Planning Commissioner may not be a member of the Budget Committee. The number of appointed Budget Committee members shall be equal to the number of the members of the elected governing body. Terms are for three years.

Currently there are four vacancies. As of the date of this memo we received one application from Dawn Nelson (previously served on the Budget Committee and term expired December 31, 2018).

The following is a list of the current appointed Budget Committee members and terms:

Robert Negele	260 NW Laurel Street	December 31, 2019
Vacant		December 31, 2019
Dennis Phelan	269 SW Oliver Court	December 31, 2020
David Ford	710 SW Carmen Heights	December 31, 2020
Vacant		December 31, 2020
Vacant		December 31, 2021
Vacant		December 31, 2021

While the Budget Committee may function without the full complement of appointed members, it may complicate achieving a quorum as what occurred with the second scheduled meeting last year. I encourage councilors to seek out suitable candidates for appointment at the April 2 meeting.

Recommendation: Motion to appoint Dawn Nelson to the Budget Committee with term ending December 31, 2021.

CITY of DUNDEE Oregon

BUDGET COMMITTEE APPLICATION

The Mayor and City Councilors of the City of Dundee are seeking applications from individuals interested in serving on the Dundee Budget Committee for a term of 3 years.

Those wishing to serve on the Budget Committee are asked to complete and return the form below. Applications should be mailed to City of Dundee, PO Box 220, Dundee, Oregon 97115, Attention Melissa Lemen, or hand delivered to City Hall, 620 SW 5th Street, Dundee, Oregon Monday through Friday from 8:30 a.m. to 5:00 p.m.

Name: Dawn Nelson Registered voter: Yes

Address: 141 SW Hawthorne Ct
Dundee, OR 97115

Telephone No. 503-307-5250 Length of Residency in Dundee: 12 years

E-Mail Address: duckyddesign@gmail.com

Occupation: Staff Accountant

Educational Background: AAS-Management

State briefly your reasons for applying: I think it is important to stay engaged in your community and my service on this committee allows me to do that. While I have already served two terms I am still very interested in serving the City in this capacity. My as an accountant with a governmental agency is put to good use in this role

Signature Dawn Nelson

Dated this 8 day of February, 2019.

Office Use Only:
Date of Appointment_____ Term Expires:_____

Signed _____, Mayor of Dundee
Dated this ____ day of _____, 20____.

AGENDA REPORT

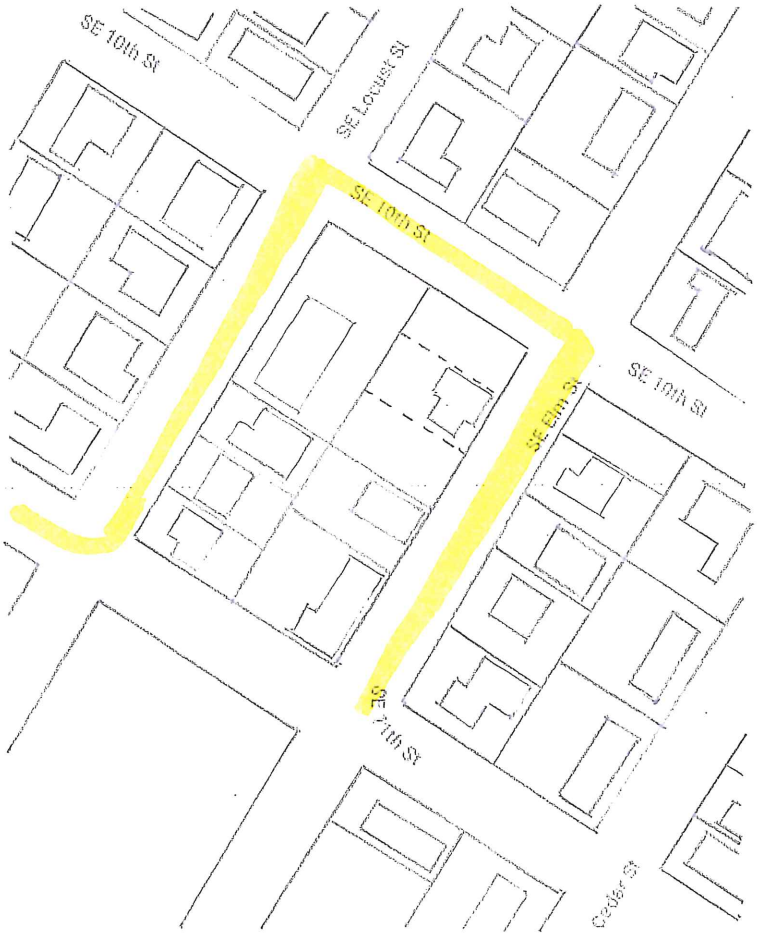
To: Mayor Russ and City Council

From: Rob Daykin, City Administrator

Date: March 13, 2019

Re: Drainage Ditch Maintenance Policy

Last month we received multiple complaints involving the drainage ditches serving residential properties along SE Locust Street and SE Elm Street located between SE 10th Street and the unimproved SE 11th Street right of way. Over time residents have partially filled in the ditches or otherwise installed improvements without proper means to convey storm water around or through those improvements.



Also, the larger lot located on southwest corner of SE 10th Street and SE Elm Street is actually composed of three lots of record and two of the vacant lots obtained permits for construction of single family residences.[1] The contractor attempted to de-water the property for construction of the footings and other improvements, but the water was impeded by blockages in the public drainage ditch and as a result water ponded on private property. Public Works crews have since worked out a solution to minimize impacts to neighboring properties. Attached is a sample of the letter mailed to the residents.

Public Works is working to restore the ditches and in some cases will be replacing failed (or missing) culverts under driveways. Where possible, we will try to construct the drainage ditch as a swale that can be grass-seeded for easier maintenance.

[1] The two new houses are required to install culverts/driveways complying with Dundee Improvements Design standards.

We anticipate other persons residing in the area will see Public Works crews working the ditches and request similar work for the drainage ditch next to their home. This is understandable, but we will be approaching this work systematically based on existing conditions and resources. Our goal is to first address areas with the worst drainage problems and actively monitor the reconditioned ditches annually to help ensure they continue to perform as designed. Staff recommends that if a resident wishes to fill a ditch to allow for on-street parking or landscaping, or widen an existing culverted driveway, then a permit will be required and approved by City Engineer and work will have to comply with the Dundee Improvements Design standards. City Engineer Reid will attend the March 19 council meeting to address questions on the City's drainage ditch maintenance policy.

CITY of DUNDEE
Oregon

March 5, 2019

COPY

Re: Notice of Ditch Maintenance

Dear Property Owner,

Please be aware that the ditch adjoining the street along your property is within the City right-of-way. Ditches must be restored and/or maintained to provide proper drainage for your property and the surrounding area. It has come to the City's attention that some of the ditches in the area around and along your property appear to have filled with sediment and/or vegetation over the years.

To maintain proper drainage in this area of the City, City Public Works crews will be maintaining the ditches by excavating and disposing of any fill that is obstructing proper drainage of the area. Maintenance likely will include removal of vegetation so please relocate any plants that you wish to save. If an existing driveway is obstructing proper drainage of the area, the City will coordinate the work with the owner prior to impacting access to the driveway.

If you would like to fill a ditch to provide additional parking or other use of the right-of-way, a permit will be needed from the City and the owner will need to submit a plan showing the proposed fill and how drainage will be accommodated.

Please contact me if you have any questions or concerns. The City will be discussing this issue at the March 19th City Council meeting (7 pm at the Dundee Fire Station) if you are interested or would like to make a public comment. City crews will be working to clear these ditches over the next couple weeks.

Sincerely,

Greg Reid
City Engineer

CC: Rob Daykin, City Administrator
Jordan Ramis Attorneys at Law, City Attorney

Phone 503.538.3922 * Fax 503.538.1958
620 SW Fifth Street * PO Box 220 * Dundee, Oregon 97115
E-mail: DundeeCity3@comcast.net

AGENDA REPORT

To: Mayor Russ and City Council

From: Rob Daykin, City Administrator

Date: March 14, 2019

Re: PERS Side Account Incentive Program

The 2018 Legislature authorized a new Employer Incentive Fund (EIF) for the purpose of incentivizing public employers to contribute to a side account with PERS. Under this program the EIF will match "up to" 25% of a new side account deposit. The availability of the incentive match will depend on the level of interest and dollars available in the EIF. Although PERS is still writing rules and procedures for this program, availability of the EIF is supposed to be determined on a "first come first serve" basis via an online application process. The opening date of the application process is depended on adoption of a legislative fix this spring; it is speculated the application process may start July 2019. However, the first 180 days are reserved for employers with an Unfunded Actuarial Liability (UAL) that exceeds 200% of their payroll.[1] While applicants are not obligated to make payment to the side account until September 30, 2021 when the EIF is fully capitalized, agencies will see more immediate rate relief if the side account is established earlier – even without the 25% match.[2]

Why establish a side account? Side accounts have been available since 2003, but only about 16% of PERS employers have taken advantage of that program.[3] Also, prior side accounts were mostly established through the issuance of debt by the participating agencies. The new EIF program prohibits the use of debt and requires the deposit to be made in cash. The side account is held by PERS for the exclusive benefit of the contributing agency. The deposited funds are amortized over a 20-year period; with investment earnings (or losses) applied which then is used to calculate discounted PERS contribution rates. The benefit of a side account, or the pre-funding of employer contribution rates, is the investment returns on the side account are managed by the Oregon Investment Council and will outperform what a single agency (in our case, a very small city) is able to obtain on its own. The down side is the transfer of the cash asset for a specific purpose, such as PERS rate reduction, will no longer be available for other City programs or projects.

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[1] UAL is the difference between the value of the benefits accrued to date and the assets available to pay them. Dundee had a UAL 216% of payroll at the end of 2016, but was downgraded to 191% of payroll at the end of 2017 which will be used for purposes of the EIF application process. This means Dundee would be able to apply in the second round, although PERS requested a change to the start of the second round 90 days after the first round.

[2] The 25% match is not applied until the agency makes a deposit into the side account AND the EIF is fully capitalized. However, any deposits made early with this program are still eligible for the match.

[3] Side accounts by type: School Districts – 95, Community Colleges – 17, Cities – 13. This is a little misleading since the State counts as one employer, but includes over 100 agencies. 87.7% of the side account assets are held by school districts and the State.

The side accounts are credited with actual earnings (or losses) each year, with no guaranteed rate of return. At each biennial employer rate setting valuation, the remaining balance in the side account is re-amortized over the remaining amortization period. The rate relief from a side account is adjusted every biennium based on actual earnings and the employer's payroll. Each month, an amount will be pulled directly from the side account to help fund pension obligations; that amount is calculated as the level percentage of payroll amortization payment that is expected to use the entire side account by the end of the side account amortization period of 20 years. Each year, side account maintenance fees are deducted directly from the side account, the employer does not receive a statement for these fees: $1,500 the first year and $500 annually thereafter.

PERS provided an Employer Rate Projection tool for rough planning purposes for participation in the EIF, but noted agencies should not rely on it for making budget decisions. The projection tool is based on the PERS actuary's long-term projections for the system as a whole and makes assumptions regarding payroll growth and future earnings.[4] The assumed annual earnings rate is 7.02%, however actual investment gains and losses will be applied to determine future contribution rates along with the side account effect. Also, the agency's individual experience with growth of payroll for the various PERS employee classifications is likely to vary from the projection tool assumptions. The results of the PERS project tool using City of Dundee specific data are attached. In this case I factored a $200,000 side account deposit with the 25% match for a total of $250,000. Unfortunately, I am not able to manipulate the tool which shows the deposit for the full amount taking place July 1, 2019. Even if the City elects to make an early deposit to the side account on July 1, 2019, the EIF 25% incentive would not be applied until September 30, 2021. Nevertheless, it does provide a sense of how the side account will reduce the City's future contribution rates. Using this scenario, the $250,000 deposit would provide about $500,000 in PERS contribution savings that is amortized at 2.76%[5] reduction to the biennium rates over 20 years.

PERS contribution rates will increase substantially for the FY2019-2021 biennium, and are expected to increase again substantially for the ensuing FY2021-2023 biennium before leveling off. I want the Council's input on their thoughts on depositing funds to a side account, in particular if we are able to receive a 25% match. I understand Council may have questions or request additional information on this program and I may need to re-address this issue at the April 2 meeting. If there is interest in establishing a side account, then I will prepare the FY 2019-20 budget to accommodate the possibility Council decides to make application to the EIF and opts to make a deposit in advance of the September 30, 2021 deadline.

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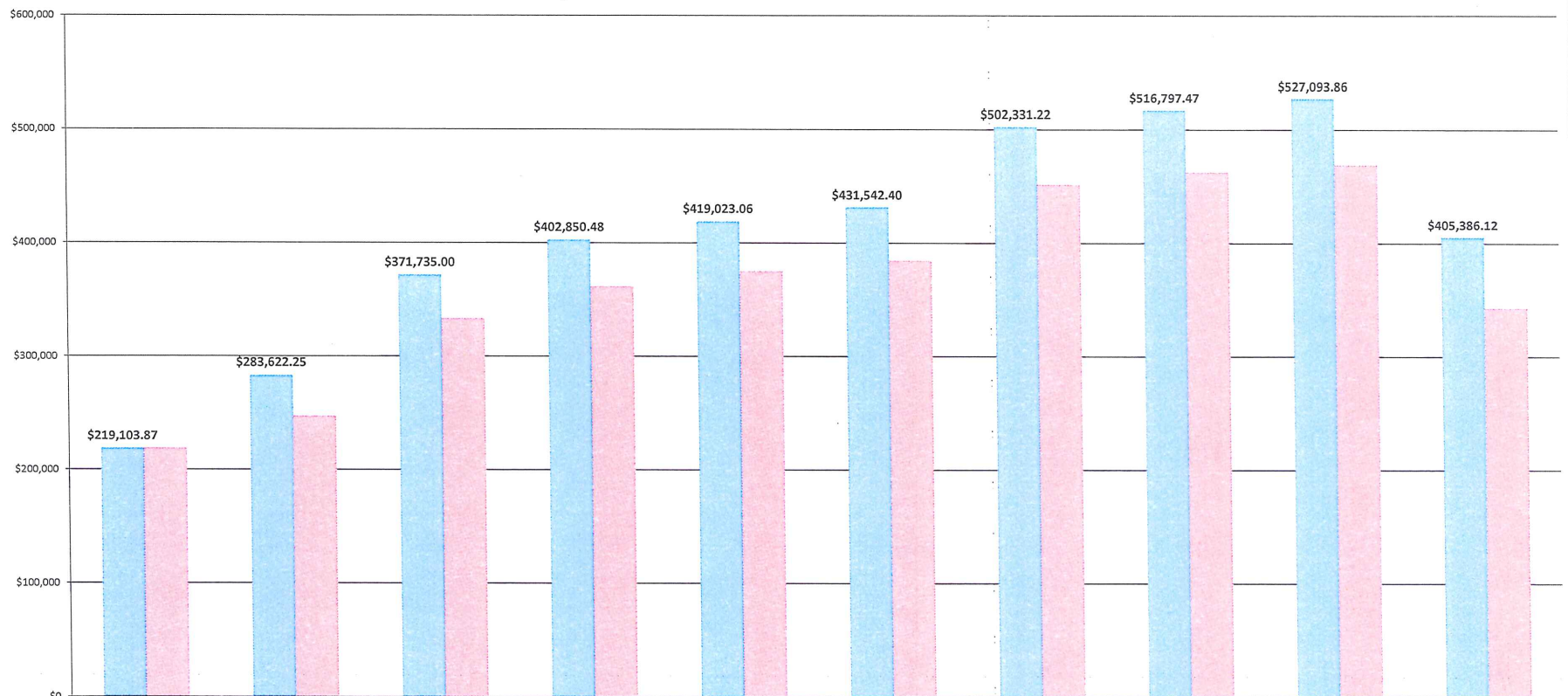
[4] I requested the ability to modify earnings and payroll assumptions with the projection tool, PERS is considering adding additional flexibility but so far they have not provided that option.

[5] In reality, this percentage will fluctuate throughout the amortization period.

Current Version: 2.1

			Projected ER Rate Growth (at 7.20% Assumed Earnings Rate)									
			3.38%	4.38%	5.41%	0.89%	-0.31%	-0.62%	-0.48%	-0.76%	-1.00%	-6.86%
		Biennium	2017 - 2019	2019 - 2021	2021 - 2023	2023 - 2025	2025 - 2027	2027 - 2029	2029 - 2031	2031 - 2033	2033 - 2035	2035 - 2037
December 31, 2017 Combined Valuation Payroll	$608,030.00	Projected Payroll, Combined	$1,216,419.82	$1,303,059.33	$1,395,869.73	$1,495,290.55	$1,601,792.62	$1,715,880.30	$1,838,093.87	$1,969,012.11	$2,109,254.99	$2,259,486.68
(Optional) 7/1/2019 Side Account Deposit Estimated Amount	$250,000.00	Assumed Net Annual Wage Growth = 3.50%										
Side Account Rate Relief	0.00%	*Eff: 7/1/19, Rate Ends: 2029*										
Pre-SLGRP Pooled Liability Rate	0.00%	*Eff: 7/1/19, Rate Ends: 2029*										
Transition Liability/(Surplus) Rate	-3.03%	*Eff: 7/1/19, Rate Ends: 2029*										
Tier One / Tier Two General Service	Valuation Payroll	*Projected Payroll*	$596,883.82	$537,195.44	$483,475.89	$410,954.51	$349,311.33	$296,914.63	$237,531.71	$178,148.78	$124,704.15	$81,057.69
	$302,263.00	*Projected Contribution Rates*	20.39%	24.73%	30.14%	31.03%	30.72%	30.10%	32.65%	31.89%	30.89%	24.03%
		Projected Contributions (w/o New Side Account)	$ 121,704.61	$ 132,848.43	$ 145,719.63	$ 127,519.18	$ 107,308.44	$ 89,371.30	$ 77,554.10	$ 56,811.65	$ 38,521.11	$ 19,478.16
		Projected Additional Side Account Rate Offset	n/a	-2.76%	-2.76%	-2.76%	-2.76%	-2.76%	-2.76%	-2.76%	-2.76%	-2.76%
		Projected Contributions (After New Side Account)	$121,704.61	$118,037.53	$132,389.82	$116,188.84	$97,677.65	$81,185.13	$71,005.17	$51,899.94	$35,082.92	$17,243.34
Tier One / Tier Two Police/Fire	Valuation Payroll	*Projected Payroll*	$138,996.66	$132,046.83	$118,842.15	$106,957.93	$90,914.24	$68,185.68	$47,729.98	$31,024.49	$18,614.69	$10,238.08
	$69,930.00	*Projected Contribution Rates*	20.39%	24.73%	30.14%	31.03%	30.72%	30.10%	32.65%	31.89%	30.89%	24.03%
		Projected Contributions (w/o New Side Account)	$ 28,341.42	$ 32,655.18	$ 35,819.02	$ 33,189.05	$ 27,928.86	$ 20,523.89	$ 15,583.84	$ 9,893.71	$ 5,750.08	$ 2,460.21
		Projected Additional Side Account Rate Offset	n/a	-2.76%	-2.76%	-2.76%	-2.76%	-2.76%	-2.76%	-2.76%	-2.76%	-2.76%
		Projected Contributions (After New Side Account)	$28,341.42	$29,014.55	$32,542.45	$30,240.13	$25,422.28	$18,643.96	$14,267.88	$9,038.34	$5,236.86	$2,177.94
OPSRP General Service	Valuation Payroll	Projected Payroll	$310,194.50	$434,489.53	$557,417.34	$704,076.35	$845,137.59	$982,608.92	$1,133,125.91	$1,290,133.93	$1,448,157.00	$1,603,830.48
	$151,142.00	Projected Contribution Rates	12.68%	17.18%	22.59%	23.48%	23.17%	22.55%	25.10%	24.34%	23.34%	16.48%
		Projected Contributions (w/o New Side Account)	$ 39,332.66	$ 74,645.30	$ 125,920.58	$ 165,317.13	$ 195,818.38	$ 221,578.31	$ 284,414.60	$ 314,018.60	$ 337,999.84	$ 264,311.26
		Projected Additional Side Account Rate Offset	n/a	-2.76%	-2.76%	-2.76%	-2.76%	-2.76%	-2.76%	-2.76%	-2.76%	-2.76%
		Projected Contributions (After New Side Account)	$39,332.66	$62,666.08	$110,552.14	$145,905.18	$172,517.27	$194,487.01	$253,173.43	$278,448.59	$298,073.01	$220,092.39
OPSRP Police/Fire	Valuation Payroll	Projected Payroll	$170,344.84	$199,327.52	$236,134.34	$273,301.76	$316,429.45	$368,171.06	$419,706.28	$469,704.91	$517,779.16	$564,360.42
	$84,695.00	Projected Contribution Rates	17.45%	21.81%	27.22%	28.11%	27.80%	27.18%	29.73%	28.97%	27.97%	21.11%
		Projected Contributions (w/o New Side Account)	$ 29,725.17	$ 43,473.33	$ 64,275.77	$ 76,825.12	$ 87,967.39	$ 100,068.89	$ 124,778.68	$ 136,073.51	$ 144,822.83	$ 119,136.49
		Projected Additional Side Account Rate Offset	n/a	-2.76%	-2.76%	-2.76%	-2.76%	-2.76%	-2.76%	-2.76%	-2.76%	-2.76%
		Projected Contributions (After New Side Account)	$29,725.17	$37,977.72	$57,765.36	$69,289.98	$79,243.18	$89,918.13	$113,207.04	$123,123.38	$130,547.25	$103,576.62
		Projected Payroll, Combined	$1,216,419.82	$1,303,059.33	$1,395,869.73	$1,495,290.55	$1,601,792.62	$1,715,880.30	$1,838,093.87	$1,969,012.11	$2,109,254.99	$2,259,486.68
		Total Projected Contributions (Without New Side Acct)	$219,103.87	$283,622.25	$371,735.00	$402,850.48	$419,023.06	$431,542.40	$502,331.22	$516,797.47	$527,093.86	$405,386.12
Cumulative Contribution Reduction From New Side Account:	$432,523.40	**Total Projected Contributions (After New Side Acct)**	$219,103.87	$247,695.87	$333,249.77	$361,624.14	$374,860.37	$384,234.22	$451,653.52	$462,510.25	$468,940.04	$343,090.29

Projected Estimated Total Contributions



	2017 - 2019	2019 - 2021	2021 - 2023	2023 - 2025	2025 - 2027	2027 - 2029	2029 - 2031	2031 - 2033	2033 - 2035	2035 - 2037
Total Projected Contributions (Without New Side Acct)	$219,103.87	$283,622.25	$371,735.00	$402,850.48	$419,023.06	$431,542.40	$502,331.22	$516,797.47	$527,093.86	$405,386.12
Projected Cntrb's (After New Side Acct.)	$219,103.87	$247,695.87	$333,249.77	$361,624.14	$374,860.37	$384,234.22	$451,653.52	$462,510.25	$468,940.04	$343,090.29

Biennium

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CITY of DUNDEE
Oregon

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

To:	City Council
From:	Chuck Simpson
CC:	City Administrator Rob Daykin , Alan Mustain
Date:	3/15/2019
Re:	Request to purchase a used Water Service Truck

Comments: The public works department has the opportunity to purchase a water service truck from the city of Newberg at a very reasonable price. $9000.00 (New $120,000+)

The truck itself is a 1995 GMC Topkick C7 with a Caterpillar diesel engine, automatic transmission with air brakes, 51,000 miles and in great condition. The body of the truck is an enclosed cab with shelving inside as well as a small work bench. The outside has numerous storage compartments, compressed air for tools and power inverter for electricity needs. (pics included)

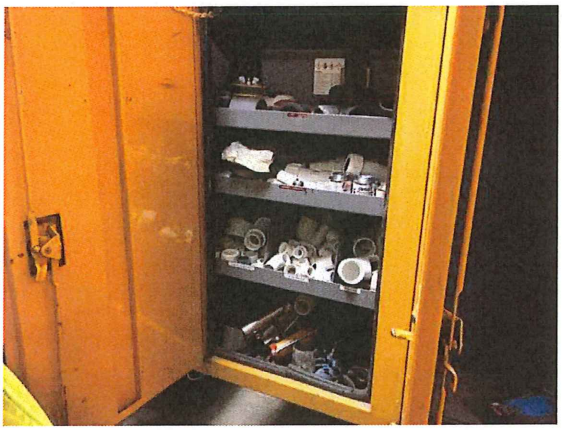
Our practice now is to load up the bed of the F-350 with needed tools and parts (which it does contain a small amount of the needed tools and parts) do our project, then bring the truck back and unload all the extra tools and equipment so it can be used for other daily operations.

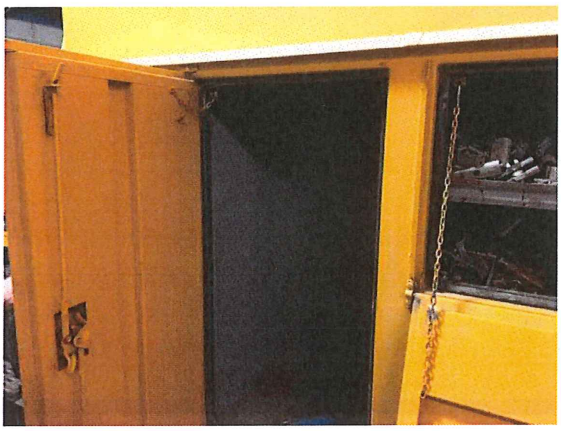
The larger service truck would allow us to keep all of our water tools and repair parts in one location and be ready to go in emergency situations as well as daily needs.

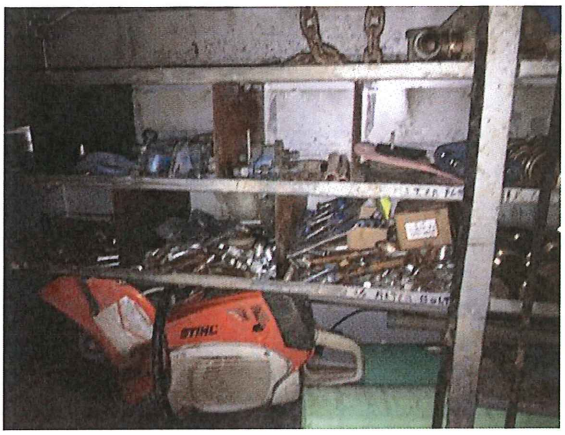
Types of projects that the service truck would be used for include but not limited to are:
Water service / Hydrant installations
Emergency repairs
Large meter repairs and installations
Well repairs and maintenance
Yearly water valve maintenance
Towing equipment to and from job sites

I expect to get 10 -15 years of use from this truck.

Newberg



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