



**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.

JULY 16, 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 Financial Report Ending June 30, 2019 Pages 1-22
Action Required: Motion to Accept the Consent Agenda
6. Old Business:
 - 6.1 Planning Commission Appointment Pages 23-32
Action Required
 - 6.2 Cell Tower Lease Pages 33-52
Action Required
 - 6.3 2020 SCA Grant Project Pages 53-58
Action Required
7. New Business:
 - 7.1 Viewmont Greenway Trail Bids Pages 59-66
Action Required
8. Council Concerns & Committee Reports
9. Mayor's Report
10. City Administrator Report

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

12. Adjourn

Pending Business:

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

2. Planning/Land Use
 - 2.1 Dundee Riverside District Code Amendment
 - 2.2 Exterior Lighting – Code Update/Street Light Standards
 - 2.3 Helipad Standards
 - 2.4 Pending Type II or Type III Land Use Applications:
 - 2.4.1 (none)

3. City Council
 - 3.1 Update SDC Methodologies
 - 3.2 LID 2013-01 Final Assessment Ordinance
 - 3.3 Storm Drain Master Plan Update

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

5. Next Available Ordinance & Resolution No's.
 - 5.1 Ordinance No. 570-2019
 - 5.2 Resolution No. 2019-10

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 of Dundee
Statement of Revenues & Expenditures
01-General Fund
From 06/01/2019 Through 06/30/2019
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Taxes	15,609	720,706	707,900	2%	12,806
Franchise Fees	0	150,272	152,600	-2%	(2,328)
Licenses & Permits	21,139	84,610	72,700	16%	11,910
Intergovernmental Revenue	10,206	185,126	177,800	4%	7,326
Charges for Services	35,747	267,238	228,400	17%	38,838
Fines & Forfeitures	5,850	64,337	56,000	15%	8,337
Miscellaneous Revenues	1,473	24,567	15,500	58%	9,067
Total REVENUES	90,024	1,496,857	1,410,900	6%	85,957
EXPENDITURES					
General Govt	31,616	373,129	383,400	3%	10,271
Court	1,808	24,143	24,700	2%	557
Community Development	22,622	128,636	134,900	5%	6,264
Police Services	76,594	503,123	503,200	0%	77
Fire Services	54,428	479,427	497,300	4%	17,873
Total EXPENDITURES	187,068	1,508,458	1,543,500	2%	35,042
Excess (deficiency) of Revenue Over Expenditures	(97,044)	(11,601)	(132,600)	-91%	120,999
OTHER FINANCING SOURCES (USES)					
Transfers In	7,501	96,986	104,400	-7%	(7,414)
Transfers Out	0	(56,000)	(56,000)	0%	0
Other Uses	0	0	(80,000)	0%	80,000
Total OTHER FINANCING SOURCES (USES)	7,501	40,986	(31,600)	-230%	72,586
NET CHANGE IN FUND BALANCE	(89,543)	29,385	(164,200)	-118%	193,585
BEGINNING FUND BALANCE	699,476	580,548	575,900	1%	4,648
ENDING FUND BALANCE	609,933	609,933	411,700	48%	198,233

CITY OF DUNDEE
Statement of Revenues and Expenditures
01 - Admin / Finance
001 - General Fund
From 6/1/2019 Through 6/30/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
EXPENDITURES					
Personnel Services					
Salaries & Wages	14,174	167,227	166,200	(1)%	(1,027)
Personnel Benefits	<u>7,682</u>	<u>89,966</u>	<u>90,000</u>	<u>0 %</u>	<u>34</u>
Total Personnel Services	21,856	257,193	256,200	(0)%	(993)
Materials & Services					
Supplies	152	3,395	4,200	19 %	805
Professional Services	4,797	54,386	54,800	1 %	414
Contractual Services	110	1,322	1,300	(2)%	(22)
Travel & Training	1,054	12,396	18,100	32 %	5,704
Insurance	0	9,265	9,000	(3)%	(265)
Regulatory Requirements	0	775	800	3 %	25
Utilities	457	5,988	6,900	13 %	912
Repairs & Maintenance	978	8,027	8,800	9 %	773
Other Materials & Services	<u>2,211</u>	<u>11,315</u>	<u>14,400</u>	<u>21 %</u>	<u>3,085</u>
Total Materials & Services	9,759	106,870	118,300	10 %	11,430
Capital Outlay					
	<u>0</u>	<u>9,066</u>	<u>8,900</u>	<u>(2)%</u>	<u>(166)</u>
Total EXPENDITURES	<u>31,616</u>	<u>373,129</u>	<u>383,400</u>	<u>3 %</u>	<u>10,271</u>

CITY OF DUNDEE
Statement of Revenues and Expenditures
02 - Court
001 - General Fund
From 6/1/2019 Through 6/30/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
EXPENDITURES					
Personnel Services					
Salaries & Wages	831	9,779	9,400	(4)%	(379)
Personnel Benefits	653	7,602	7,700	1 %	98
Total Personnel Services	1,484	17,382	17,100	(2)%	(282)
Materials & Services					
Supplies	9	119	200	41 %	81
Professional Services	0	1,833	2,300	20 %	467
Contractual Services	224	3,188	3,300	3 %	112
Travel & Training	0	1,076	1,000	(8)%	(76)
Other Materials & Services	92	545	800	32 %	255
Total Materials & Services	325	6,761	7,600	11 %	839
Total EXPENDITURES	1,808	24,143	24,700	2 %	557

CITY OF DUNDEE
Statement of Revenues and Expenditures
03 - Community Development
001 - General Fund
From 6/1/2019 Through 6/30/2019
(In Whole Numbers)

	<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>Total Budget</u>	<u>Percent Total Budget Remaining</u>	<u>Total Budget Variance</u>
EXPENDITURES					
Personnel Services					
Salaries & Wages	987	11,386	11,100	(3)%	(286)
Personnel Benefits	773	8,823	8,800	(0)%	(23)
Total Personnel Services	<u>1,759</u>	<u>20,209</u>	<u>19,900</u>	<u>(2)%</u>	<u>(309)</u>
Materials & Services					
Supplies	6	164	500	67 %	336
Professional Services	6,375	69,449	57,000	(22)%	(12,449)
Contractual Services	14,420	36,682	36,000	(2)%	(682)
Travel & Training	0	1,556	1,400	(11)%	(156)
Other Materials & Services	61	576	20,100	97 %	19,524
Total Materials & Services	<u>20,862</u>	<u>108,427</u>	<u>115,000</u>	<u>6 %</u>	<u>6,573</u>
Total EXPENDITURES	<u>22,622</u>	<u>128,636</u>	<u>134,900</u>	<u>5 %</u>	<u>6,264</u>

CITY OF DUNDEE
Statement of Revenues and Expenditures
04 - Police Dept
001 - General Fund
From 6/1/2019 Through 6/30/2019
(In Whole Numbers)

	<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>Total Budget</u>	<u>Percent Total Budget Remaining</u>	<u>Total Budget Variance</u>
EXPENDITURES					
Materials & Services					
Contractual Services	76,594	503,123	503,200	0 %	77
Total Materials & Services	<u>76,594</u>	<u>503,123</u>	<u>503,200</u>	<u>0 %</u>	<u>77</u>
Total EXPENDITURES	<u>76,594</u>	<u>503,123</u>	<u>503,200</u>	<u>0 %</u>	<u>77</u>

CITY OF DUNDEE
Statement of Revenues and Expenditures
05 - Fire Dept
001 - General Fund
From 6/1/2019 Through 6/30/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
EXPENDITURES					
Personnel Services					
Salaries & Wages	19,629	236,213	224,800	(5)%	(11,413)
Personnel Benefits	<u>11,365</u>	<u>122,670</u>	<u>139,800</u>	<u>12%</u>	<u>17,130</u>
Total Personnel Services	30,994	358,884	364,600	2%	5,716
Materials & Services					
Supplies	1,992	15,392	17,500	12%	2,108
Professional Services	0	0	800	100%	800
Contractual Services	86	25,485	25,000	(2)%	(485)
Travel & Training	3,463	4,931	9,100	46%	4,169
Insurance	0	16,913	17,700	4%	787
Regulatory Requirements	3,372	9,681	9,000	(8)%	(681)
Utilities	1,251	17,009	17,300	2%	291
Repairs & Maintenance	5,282	13,650	14,000	3%	350
Other Materials & Services	<u>12</u>	<u>119</u>	<u>300</u>	<u>60%</u>	<u>181</u>
Total Materials & Services	15,457	103,180	110,700	7%	7,520
Capital Outlay					
	<u>7,977</u>	<u>17,363</u>	<u>22,000</u>	<u>21%</u>	<u>4,637</u>
Total EXPENDITURES	<u>54,428</u>	<u>479,427</u>	<u>497,300</u>	<u>4%</u>	<u>17,873</u>

CITY OF DUNDEE
Statement of Revenues and Expenditures
110 - Street Fund
From 6/1/2019 Through 6/30/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Taxes	2,276	28,743	34,000	(15)%	(5,257)
Intergovernmental Revenue	18,840	235,055	216,000	9 %	19,055
Miscellaneous Revenues	86	1,138	500	128 %	638
Total REVENUES	<u>21,202</u>	<u>264,935</u>	<u>250,500</u>	<u>6 %</u>	<u>14,435</u>
EXPENDITURES					
Personnel Services	4,034	47,387	48,000	1 %	613
Materials & Services					
Supplies	465	3,372	4,200	20 %	828
Professional Services	634	4,101	11,000	63 %	6,899
Travel & Training	0	105	500	79 %	395
Insurance	0	1,770	1,800	2 %	30
Regulatory Requirements	0	76	100	24 %	24
Utilities	1,990	23,565	23,400	(1)%	(165)
Repairs & Maintenance	4,821	103,486	105,600	2 %	2,114
Interfund Services	(251)	20,557	22,700	9 %	2,143
Other Materials & Services	0	32	200	84 %	168
Total Materials & Services	<u>7,659</u>	<u>157,064</u>	<u>169,500</u>	<u>7 %</u>	<u>12,436</u>
Capital Outlay	(3)	0	0	0 %	0
Total EXPENDITURES	<u>11,690</u>	<u>204,451</u>	<u>217,500</u>	<u>7 %</u>	<u>13,049</u>
Excess (deficiency) of Revenue over Expenditures	<u>9,512</u>	<u>60,484</u>	<u>33,000</u>	<u>83 %</u>	<u>27,484</u>
OTHER FINANCING SOURCES (USES)					
Transfer Out	0	(53,100)	(53,100)	0 %	0
Other Uses	0	0	(5,000)	(100)%	5,000
Total OTHER FINANCING SOURCES (USES)	<u>0</u>	<u>(53,100)</u>	<u>(58,100)</u>	<u>(9)%</u>	<u>5,000</u>
NET CHANGE IN FUND BALANCE	<u>9,512</u>	<u>7,384</u>	<u>(25,100)</u>	<u>(129)%</u>	<u>32,484</u>
BEGINNING FUND BALANCE	35,256	37,384	31,900	17 %	5,484
ENDING FUND BALANCE	<u>44,768</u>	<u>44,768</u>	<u>6,800</u>	<u>558 %</u>	<u>37,968</u>

CITY OF DUNDEE
Statement of Revenues and Expenditures
111 - Street CIP Fund
From 6/1/2019 Through 6/30/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Franchise Fees	0	44,931	45,700	(2)%	(769)
Intergovernmental Revenue	0	339,404	720,000	(53)%	(380,596)
Miscellaneous Revenues	50,506	239,064	26,700	795 %	212,364
Total REVENUES	<u>50,506</u>	<u>623,400</u>	<u>792,400</u>	<u>(21)%</u>	<u>(169,000)</u>
EXPENDITURES					
Capital Outlay	4,644	628,808	964,800	35 %	335,992
Debt Service	0	44,535	46,700	5 %	2,165
Total EXPENDITURES	<u>4,644</u>	<u>673,344</u>	<u>1,011,500</u>	<u>33 %</u>	<u>338,156</u>
Excess (deficiency) of Revenue over Expenditures	<u>45,862</u>	<u>(49,944)</u>	<u>(219,100)</u>	<u>(77)%</u>	<u>169,156</u>
OTHER FINANCING SOURCES (USES)					
Debt Proceeds	0	221,000	307,800	(28)%	(86,800)
Transfers In	0	40,000	40,000	0 %	0
Total OTHER FINANCING SOURCES (USES)	<u>0</u>	<u>261,000</u>	<u>347,800</u>	<u>(25)%</u>	<u>(86,800)</u>
NET CHANGE IN FUND BALANCE	<u>45,862</u>	<u>211,056</u>	<u>128,700</u>	<u>64 %</u>	<u>82,356</u>
BEGINNING FUND BALANCE	249,367	84,173	52,400	61 %	31,773
ENDING FUND BALANCE	<u>295,229</u>	<u>295,229</u>	<u>181,100</u>	<u>63 %</u>	<u>114,129</u>

CITY OF DUNDEE
Statement of Revenues and Expenditures
112 - Street Reserve Fund
From 6/1/2019 Through 6/30/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Miscellaneous Revenues	86	949	600	58 %	349
Total REVENUES	<u>86</u>	<u>949</u>	<u>600</u>	<u>58 %</u>	<u>349</u>
EXPENDITURES					
Capital Outlay	0	0	44,400	100 %	44,400
Total EXPENDITURES	<u>0</u>	<u>0</u>	<u>44,400</u>	<u>100 %</u>	<u>44,400</u>
Excess (deficiency) of Revenue over Expenditures	86	949	(43,800)	(102)%	44,749
NET CHANGE IN FUND BALANCE	<u>86</u>	<u>949</u>	<u>(43,800)</u>	<u>(102)%</u>	<u>44,749</u>
BEGINNING FUND BALANCE	44,679	43,815	43,800	0 %	15
ENDING FUND BALANCE	<u>44,765</u>	<u>44,765</u>	<u>0</u>	<u>0 %</u>	<u>44,765</u>

CITY OF DUNDEE
Statement of Revenues and Expenditures
122 - State Revenue Sharing Fund
From 6/1/2019 Through 6/30/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Intergovernmental Revenue	0	29,662	29,000	2 %	662
Miscellaneous Revenues	4	274	100	174 %	174
Total REVENUES	<u>4</u>	<u>29,936</u>	<u>29,100</u>	<u>3 %</u>	<u>836</u>
EXPENDITURES					
Materials & Services					
Professional Services	1,763	2,228	2,500	11 %	272
Contractual Services	<u>0</u>	<u>12,500</u>	<u>12,500</u>	<u>0 %</u>	<u>0</u>
Total Materials & Services	1,763	14,728	15,000	2 %	272
Capital Outlay					
	<u>15,781</u>	<u>15,781</u>	<u>16,000</u>	<u>1 %</u>	<u>219</u>
Total EXPENDITURES	<u>17,544</u>	<u>30,509</u>	<u>31,000</u>	<u>2 %</u>	<u>491</u>
Excess (deficiency) of Revenue over Expenditures	<u>(17,540)</u>	<u>(573)</u>	<u>(1,900)</u>	<u>(70)%</u>	<u>1,327</u>
OTHER FINANCING SOURCES (USES)					
Transfer Out	<u>0</u>	<u>(5,000)</u>	<u>(5,000)</u>	<u>0 %</u>	<u>0</u>
Total OTHER FINANCING SOURCES (USES)	<u>0</u>	<u>(5,000)</u>	<u>(5,000)</u>	<u>0 %</u>	<u>0</u>
NET CHANGE IN FUND BALANCE	<u>(17,540)</u>	<u>(5,573)</u>	<u>(6,900)</u>	<u>(19)%</u>	<u>1,327</u>
BEGINNING FUND BALANCE	19,591	7,624	7,000	9 %	624
ENDING FUND BALANCE	<u>2,051</u>	<u>2,051</u>	<u>100</u>	<u>1,951 %</u>	<u>1,951</u>

CITY OF DUNDEE
Statement of Revenues and Expenditures
127 - Equipment Reserve Fund
From 6/1/2019 Through 6/30/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Miscellaneous Revenues	1,636	16,117	30,000	(46)%	(13,883)
Total REVENUES	<u>1,636</u>	<u>16,117</u>	<u>30,000</u>	<u>(46)%</u>	<u>(13,883)</u>
EXPENDITURES					
Capital Outlay	0	9,093	876,100	99 %	867,007
Debt Service	0	58,627	58,700	0 %	73
Total EXPENDITURES	<u>0</u>	<u>67,720</u>	<u>934,800</u>	<u>93 %</u>	<u>867,080</u>
Excess (deficiency) of Revenue over Expenditures	<u>1,636</u>	<u>(51,603)</u>	<u>(904,800)</u>	<u>(94)%</u>	<u>853,197</u>
OTHER FINANCING SOURCES (USES)					
Transfers In	0	139,000	139,000	0 %	0
Total OTHER FINANCING SOURCES (USES)	<u>0</u>	<u>139,000</u>	<u>139,000</u>	<u>0 %</u>	<u>0</u>
NET CHANGE IN FUND BALANCE	<u>1,636</u>	<u>87,397</u>	<u>(765,800)</u>	<u>(111)%</u>	<u>853,197</u>
BEGINNING FUND BALANCE	852,499	766,738	765,800	0 %	938
ENDING FUND BALANCE	<u>854,135</u>	<u>854,135</u>	<u>0</u>	<u>0 %</u>	<u>854,135</u>

CITY OF DUNDEE
Statement of Revenues and Expenditures
131 - Parks Fund
From 6/1/2019 Through 6/30/2019
(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	<u>16</u>	<u>103</u>	<u>2,600</u>	<u>(96)%</u>	<u>(2,497)</u>
Total REVENUES	<u>16</u>	<u>103</u>	<u>19,000</u>	<u>(99)%</u>	<u>(18,897)</u>
EXPENDITURES					
Materials & Services					
Professional Services	0	240	4,000	94 %	3,760
Repairs & Maintenance	<u>60</u>	<u>1,553</u>	<u>6,000</u>	<u>74 %</u>	<u>4,447</u>
Total Materials & Services	60	1,793	10,000	82 %	8,207
Capital Outlay	<u>0</u>	<u>85</u>	<u>18,000</u>	<u>100 %</u>	<u>17,915</u>
Total EXPENDITURES	<u>60</u>	<u>1,878</u>	<u>28,000</u>	<u>93 %</u>	<u>26,122</u>
Excess (deficiency) of Revenue over Expenditures	<u>(44)</u>	<u>(1,776)</u>	<u>(9,000)</u>	<u>(80)%</u>	<u>7,224</u>
OTHER FINANCING SOURCES (USES)					
Transfers In	<u>0</u>	<u>5,000</u>	<u>5,000</u>	<u>0 %</u>	<u>0</u>
Total OTHER FINANCING SOURCES (USES)	<u>0</u>	<u>5,000</u>	<u>5,000</u>	<u>0 %</u>	<u>0</u>
NET CHANGE IN FUND BALANCE	<u>(44)</u>	<u>3,224</u>	<u>(4,000)</u>	<u>(181)%</u>	<u>7,224</u>
BEGINNING FUND BALANCE	8,346	5,078	4,800	6 %	278
ENDING FUND BALANCE	<u>8,302</u>	<u>8,302</u>	<u>800</u>	<u>938 %</u>	<u>7,502</u>

CITY OF DUNDEE
Statement of Revenues and Expenditures
151 - Tourism Fund
From 6/1/2019 Through 6/30/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Taxes	4,260	59,472	65,300	(9)%	(5,828)
Miscellaneous Revenues	222	22,582	2,000	1,029 %	20,582
Total REVENUES	<u>4,482</u>	<u>82,054</u>	<u>67,300</u>	22 %	<u>14,754</u>
EXPENDITURES					
Materials & Services					
Professional Services	1,763	2,228	2,500	11 %	272
Contractual Services	28,430	49,743	80,000	38 %	30,257
Total Materials & Services	30,193	51,971	82,500	37 %	30,529
Capital Outlay	0	0	72,000	100 %	72,000
Total EXPENDITURES	<u>30,193</u>	<u>51,971</u>	<u>154,500</u>	66 %	<u>102,529</u>
Excess (deficiency) of Revenue over Expenditures	<u>(25,710)</u>	<u>30,084</u>	<u>(87,200)</u>	(134)%	<u>117,284</u>
NET CHANGE IN FUND BALANCE	<u>(25,710)</u>	<u>30,084</u>	<u>(87,200)</u>	(134)%	<u>117,284</u>
BEGINNING FUND BALANCE	141,804	86,010	87,400	(2)%	(1,390)
ENDING FUND BALANCE	<u>116,093</u>	<u>116,093</u>	<u>200</u>	57,947 %	<u>115,893</u>

CITY OF DUNDEE
Statement of Revenues and Expenditures
201 - Fire Station Construction
From 6/1/2019 Through 6/30/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Miscellaneous Revenues	115	987,992	988,500	(0)%	(508)
Total REVENUES	115	987,992	988,500	(0)%	(508)
EXPENDITURES					
Materials & Services					
Professional Services	18,617	182,016	183,000	1 %	984
Total Materials & Services	18,617	182,016	183,000	1 %	984
Capital Outlay					
	103,823	746,012	785,300	5 %	39,289
Total EXPENDITURES	122,440	928,027	968,300	4 %	40,273
Excess (deficiency) of Revenue over Expenditures	(122,325)	59,965	20,200	197 %	39,765
OTHER FINANCING SOURCES (USES)					
Transfer Out	0	0	(20,700)	(100)%	20,700
Total OTHER FINANCING SOURCES (USES)	0	0	(20,700)	(100)%	20,700
NET CHANGE IN FUND BALANCE	(122,325)	59,965	(500)	(12,093)%	60,465
BEGINNING FUND BALANCE	182,539	249	500	(50)%	(251)
ENDING FUND BALANCE	60,214	60,214	0	0 %	60,214

CITY OF DUNDEE
Statement of Revenues and Expenditures
310 - Bonded Debt
From 6/1/2019 Through 6/30/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Taxes	3,160	151,311	148,000	2 %	3,311
Miscellaneous Revenues	34	1,058	600	76 %	458
Total REVENUES	<u>3,195</u>	<u>152,370</u>	<u>148,600</u>	<u>3 %</u>	<u>3,770</u>
EXPENDITURES					
Debt Service	0	150,143	150,200	0 %	57
Total EXPENDITURES	<u>0</u>	<u>150,143</u>	<u>150,200</u>	<u>0 %</u>	<u>57</u>
Excess (deficiency) of Revenue over Expenditures	<u>3,195</u>	<u>2,227</u>	<u>(1,600)</u>	<u>(239)%</u>	<u>3,827</u>
NET CHANGE IN FUND BALANCE	<u>3,195</u>	<u>2,227</u>	<u>(1,600)</u>	<u>(239)%</u>	<u>3,827</u>
BEGINNING FUND BALANCE	14,615	15,583	15,700	(1)%	(117)
ENDING FUND BALANCE	<u>17,810</u>	<u>17,810</u>	<u>14,100</u>	<u>26 %</u>	<u>3,710</u>

CITY OF DUNDEE
Statement of Revenues and Expenditures
431 - Water Fund
From 6/1/2019 Through 6/30/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Charges for Services	51,409	648,242	620,000	5 %	28,242
Miscellaneous Revenues	149	4,249	3,000	42 %	1,249
Total REVENUES	<u>51,558</u>	<u>652,490</u>	<u>623,000</u>	<u>5 %</u>	<u>29,490</u>
EXPENDITURES					
Personnel Services	17,253	193,497	197,300	2 %	3,803
Materials & Services					
Supplies	965	11,301	12,000	6 %	699
Professional Services	400	9,138	8,600	(6)%	(538)
Contractual Services	0	7,936	10,000	21 %	2,064
Travel & Training	18	968	2,200	56 %	1,232
Insurance	0	5,457	5,500	1 %	43
Regulatory Requirements	159	7,856	4,900	(60)%	(2,956)
Utilities	3,689	40,988	44,500	8 %	3,512
Repairs & Maintenance	15,187	41,983	40,300	(4)%	(1,683)
Interfund Services	(1,489)	83,944	93,200	10 %	9,256
Other Materials & Services	906	9,145	8,300	(10)%	(845)
Total Materials & Services	19,835	218,716	229,500	5 %	10,784
Capital Outlay	(973)	24,869	25,000	1 %	131
Total EXPENDITURES	<u>36,116</u>	<u>437,082</u>	<u>451,800</u>	<u>3 %</u>	<u>14,719</u>
Excess (deficiency) of Revenue over Expenditures	<u>15,443</u>	<u>215,409</u>	<u>171,200</u>	<u>26 %</u>	<u>44,209</u>
OTHER FINANCING SOURCES (USES)					
Transfer Out	(2,324)	(215,787)	(216,000)	(0)%	213
Other Uses	0	0	(20,000)	(100)%	20,000
Total OTHER FINANCING SOURCES (USES)	<u>(2,324)</u>	<u>(215,787)</u>	<u>(236,000)</u>	<u>(9)%</u>	<u>20,213</u>
NET CHANGE IN FUND BALANCE	<u>13,119</u>	<u>(378)</u>	<u>(64,800)</u>	<u>(99)%</u>	<u>64,422</u>
BEGINNING FUND BALANCE	48,863	62,360	69,100	(10)%	(6,740)
ENDING FUND BALANCE	<u>61,982</u>	<u>61,982</u>	<u>4,300</u>	<u>1,341 %</u>	<u>57,682</u>

CITY OF DUNDEE
Statement of Revenues and Expenditures
432 - Water CIP Fund
From 6/1/2019 Through 6/30/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Charges for Services	71,962	123,169	36,800	235 %	86,369
Miscellaneous Revenues	884	17,025	8,200	108 %	8,825
Total REVENUES	<u>72,846</u>	<u>140,194</u>	<u>45,000</u>	<u>212 %</u>	<u>95,194</u>
EXPENDITURES					
Capital Outlay	0	329,807	342,000	4 %	12,193
Debt Service	0	117,203	117,300	0 %	97
Total EXPENDITURES	<u>0</u>	<u>447,010</u>	<u>459,300</u>	<u>3 %</u>	<u>12,290</u>
Excess (deficiency) of Revenue over Expenditures	<u>72,846</u>	<u>(306,816)</u>	<u>(414,300)</u>	<u>(26)%</u>	<u>107,484</u>
OTHER FINANCING SOURCES (USES)					
Transfers In	0	140,000	140,000	0 %	0
Total OTHER FINANCING SOURCES (USES)	<u>0</u>	<u>140,000</u>	<u>140,000</u>	<u>0 %</u>	<u>0</u>
NET CHANGE IN FUND BALANCE	<u>72,846</u>	<u>(166,816)</u>	<u>(274,300)</u>	<u>(39)%</u>	<u>107,484</u>
BEGINNING FUND BALANCE	253,399	493,061	469,000	5 %	24,061
ENDING FUND BALANCE	<u>326,245</u>	<u>326,245</u>	<u>194,700</u>	<u>68 %</u>	<u>131,545</u>

CITY OF DUNDEE
Statement of Revenues and Expenditures
441 - Sewer Fund
From 6/1/2019 Through 6/30/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Charges for Services	103,540	1,320,126	1,286,600	3 %	33,526
Miscellaneous Revenues	305	2,253	1,400	61 %	853
Total REVENUES	<u>103,845</u>	<u>1,322,378</u>	<u>1,288,000</u>	<u>3 %</u>	<u>34,378</u>
EXPENDITURES					
Personnel Services	16,080	194,143	196,300	1 %	2,157
Materials & Services					
Supplies	914	11,989	24,000	50 %	12,011
Professional Services	400	19,935	45,500	56 %	25,565
Contractual Services	624	988	700	(41)%	(288)
Travel & Training	18	1,607	1,800	11 %	193
Insurance	0	16,170	16,200	0 %	30
Regulatory Requirements	55	3,398	5,400	37 %	2,002
Utilities	5,820	82,454	83,300	1 %	846
Repairs & Maintenance	2,473	34,624	98,300	65 %	63,676
Interfund Services	8,508	84,225	82,600	(2)%	(1,625)
Other Materials & Services	756	8,950	8,100	(10)%	(850)
Total Materials & Services	19,568	264,339	365,900	28 %	101,561
Capital Outlay	(5)	0	0	0 %	0
Total EXPENDITURES	<u>35,643</u>	<u>458,483</u>	<u>562,200</u>	<u>18 %</u>	<u>103,717</u>
Excess (deficiency) of Revenue over Expenditures	<u>68,202</u>	<u>863,896</u>	<u>725,800</u>	<u>19 %</u>	<u>138,096</u>
OTHER FINANCING SOURCES (USES)					
Transfer Out	(5,177)	(745,000)	(745,000)	(0)%	0
Other Uses	0	0	(20,000)	(100)%	20,000
Total OTHER FINANCING SOURCES (USES)	<u>(5,177)</u>	<u>(745,000)</u>	<u>(765,000)</u>	<u>(3)%</u>	<u>20,000</u>
NET CHANGE IN FUND BALANCE	<u>63,025</u>	<u>118,896</u>	<u>(39,200)</u>	<u>(403)%</u>	<u>158,096</u>
BEGINNING FUND BALANCE	96,336	40,465	43,700	(7)%	(3,235)
ENDING FUND BALANCE	<u>159,361</u>	<u>159,361</u>	<u>4,500</u>	<u>3,441 %</u>	<u>154,861</u>

CITY OF DUNDEE
Statement of Revenues and Expenditures
442 - Sewer CIP Fund
From 6/1/2019 Through 6/30/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Charges for Services	36,096	72,880	35,000	108 %	37,880
Miscellaneous Revenues	985	11,904	13,600	(12)%	(1,696)
Total REVENUES	<u>37,081</u>	<u>84,785</u>	<u>48,600</u>	<u>74 %</u>	<u>36,185</u>
EXPENDITURES					
Capital Outlay	0	40,033	41,000	2 %	967
Debt Service	0	690,327	690,400	0 %	73
Total EXPENDITURES	<u>0</u>	<u>730,360</u>	<u>731,400</u>	<u>0 %</u>	<u>1,040</u>
Excess (deficiency) of Revenue over Expenditures	<u>37,081</u>	<u>(645,576)</u>	<u>(682,800)</u>	<u>(5)%</u>	<u>37,224</u>
OTHER FINANCING SOURCES (USES)					
Transfers In	0	666,000	666,000	0 %	0
Total OTHER FINANCING SOURCES (USES)	<u>0</u>	<u>666,000</u>	<u>666,000</u>	<u>0 %</u>	<u>0</u>
NET CHANGE IN FUND BALANCE	<u>37,081</u>	<u>20,424</u>	<u>(16,800)</u>	<u>(222)%</u>	<u>37,224</u>
BEGINNING FUND BALANCE	477,011	493,667	492,800	0 %	867
ENDING FUND BALANCE	<u>514,092</u>	<u>514,092</u>	<u>476,000</u>	<u>8 %</u>	<u>38,092</u>

CITY OF DUNDEE
Statement of Revenues and Expenditures
451 - Storm Water Fund
From 6/1/2019 Through 6/30/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Charges for Services	8,804	108,643	109,800	(1)%	(1,157)
Miscellaneous Revenues	24	832	600	39 %	232
Total REVENUES	<u>8,828</u>	<u>109,474</u>	<u>110,400</u>	<u>(1)%</u>	<u>(926)</u>
EXPENDITURES					
Personnel Services	2,513	28,583	28,800	1 %	217
Materials & Services					
Supplies	235	1,683	2,300	27 %	617
Professional Services	0	2,931	5,600	48 %	2,669
Travel & Training	0	91	200	55 %	109
Insurance	0	195	200	2 %	5
Regulatory Requirements	0	38	100	62 %	62
Utilities	83	725	1,100	34 %	375
Repairs & Maintenance	191	2,318	2,300	(1)%	(18)
Interfund Services	(66)	12,401	13,600	9 %	1,199
Other Materials & Services	4	7	300	98 %	293
Total Materials & Services	448	20,389	25,700	21 %	5,311
Capital Outlay	(2)	0	0	0 %	0
Total EXPENDITURES	<u>2,959</u>	<u>48,972</u>	<u>54,500</u>	<u>10 %</u>	<u>5,528</u>
Excess (deficiency) of Revenue over Expenditures	<u>5,869</u>	<u>60,502</u>	<u>55,900</u>	<u>8 %</u>	<u>4,602</u>
OTHER FINANCING SOURCES (USES)					
Transfer Out	0	(68,100)	(68,100)	0 %	0
Other Uses	0	0	(5,000)	(100)%	5,000
Total OTHER FINANCING SOURCES (USES)	<u>0</u>	<u>(68,100)</u>	<u>(73,100)</u>	<u>(7)%</u>	<u>5,000</u>
NET CHANGE IN FUND BALANCE	<u>5,869</u>	<u>(7,598)</u>	<u>(17,200)</u>	<u>(56)%</u>	<u>9,602</u>
BEGINNING FUND BALANCE	6,830	20,298	19,600	4 %	698
ENDING FUND BALANCE	<u>12,700</u>	<u>12,700</u>	<u>2,400</u>	<u>429 %</u>	<u>10,300</u>

CITY OF DUNDEE
Statement of Revenues and Expenditures
452 - Storm Water CIP Fund
From 6/1/2019 Through 6/30/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Total Budget	Percent Total Budget Remaining	Total Budget Variance
REVENUES					
Charges for Services	14,616	26,796	15,000	79 %	11,796
Miscellaneous Revenues	168	11,568	1,200	864 %	10,368
Total REVENUES	<u>14,784</u>	<u>38,364</u>	<u>16,200</u>	<u>137 %</u>	<u>22,164</u>
EXPENDITURES					
Capital Outlay	6,843	66,088	125,600	47 %	59,512
Debt Service	0	23,598	23,700	0 %	102
Total EXPENDITURES	<u>6,843</u>	<u>89,686</u>	<u>149,300</u>	<u>40 %</u>	<u>59,614</u>
Excess (deficiency) of Revenue over Expenditures	<u>7,942</u>	<u>(51,323)</u>	<u>(133,100)</u>	<u>(61)%</u>	<u>81,777</u>
OTHER FINANCING SOURCES (USES)					
Transfers In	0	56,000	56,000	0 %	0
Total OTHER FINANCING SOURCES (USES)	<u>0</u>	<u>56,000</u>	<u>56,000</u>	<u>0 %</u>	<u>0</u>
NET CHANGE IN FUND BALANCE	<u>7,942</u>	<u>4,677</u>	<u>(77,100)</u>	<u>(106)%</u>	<u>81,777</u>
BEGINNING FUND BALANCE	79,970	83,235	77,900	7 %	5,335
ENDING FUND BALANCE	<u>87,912</u>	<u>87,912</u>	<u>800</u>	<u>10,889 %</u>	<u>87,112</u>

AGENDA REPORT

To: Mayor Russ and City Council
From: Rob Daykin, City Administrator
Date: July 11, 2019
Re: Planning Commission Appointment

The City solicited applications for the vacant position due to the resignation of Don Webb from the Planning Commission earlier this year. Appointment to fill the vacant position is for the remainder of the unexpired term ending December 31, 2019. Applications were received from Katie McFall and Edward Carlisle. The applicants were advised to attend the July 16 council meeting to introduce themselves and answer questions that the Council may pose.

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

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

<u>Name</u>	<u>Residence</u>	<u>Occupation</u>	<u>Term Ending December 31</u>
Shannon Howland	211 SW 9 th Street	Financial Analyst	2021
Charlotte Ormonde	633 SE Boysen Lane	Retired	2021
Eugene Gilden	225 NW Laurel Street	Retired	2021
Vacant	---	---	2019
Rebecca Minifie	809 SE Elm Street	Massage Therapist	2019
Maria Hinoveanu	142 SW Hawthorn Court	Technical Writer	2019
Dustin Swenson	226 SW Walnut Avenue	Hospitality Manager	2019

Recommendation: Motion to appoint _____ to the Dundee Planning Commission to fill the unexpired term ending December 31, 2019.



PLANNING COMMISSION APPLICATION INFORMATION

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

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

RECEIVED

JUN 26 2019

CITY OF DUNDEE

Name Katie McFall Telephone Number 971-227-9064

Address 10410 NE FoxFarm Rd. Dundee, OR 97115

E-Mail katiemcfall15@gmail.com

Year(s) of Residence 3 Job/Occupation Administrative

Educational Background Bachelor of Sciences; Agriculture & Wine + Viticulture

State briefly your reasons for applying I currently work at HKS Engineering and Forestry, which has a full staff of planners. I find planning to be really interesting and think that it plays a significant role in the future of Oregon as well as the Willamette Valley. With my background of living in the Napa Valley & The Willamette Valley and being in the wine industry; these are key decisions that have an impact on the future of where I live. And I want to be a part of the local happenings in the City of Dundee, and to also be knowledgeable and about the things/planning/happening around me.

Dated this 25 day of June, 2019.

Signature Katie McFall

Office Use Only:

Date of Appointment Term Expires

Signed, Mayor of Dundee

Dated this day of, 20

Katie McFall

971.227.9064 

katiemcfall15@gmail.com 

Dundee, OR

EDUCATION

CALIFORNIA POLYTECHNIC STATE UNIVERSITY - San Luis Obispo, CA
BS Agriculture, Wine and Viticulture

Dean's List Recipient
California Polytechnic State University

Teaching Assistant
Cal Poly Pilot Winery
California Polytechnic State University

SKILLS

Certified State of Oregon Notary

Contract management

Marketing

Leadership and interpersonal proficiency

Self-directed

High cultural awareness

Initiative and creative thinking to support company goals

LAND USE DEVELOPMENT PROJECT COORDINATOR

AKS Engineering & Forestry / Keizer, OR

Jan. 2019 – Present

Act as the project coordinator internally and externally. Manage projects in relation to all land use development beginning in feasibility, natural resource evaluation, preservation of cultural sites, water rights, city or county pre-application meetings, public hearings, public comments and continuing the coordination until civil engineering designs are submitted to the governing body. Work with numerous government agencies to plan, develop, and execute both public and private development in the State of Oregon. Work with different municipalities and jurisdictions, while abiding by all regulatory guidelines and rules. Coordinate and plan timelines, budgets, client expectations, and submittals with Professional Engineers and clients. Develop and conduct monthly employee training seminars. Use various software programs to manage and organize project details and update status in regards to progress and oversight.

EXECUTIVE ADMINISTRATOR

Domaine Drouhin Oregon (Winery) / Dayton, OR

Aug. 2016 – Dec. 2018

Lead liaison between board members, staff, community partners both locally and internationally to promote the culture of Oregon, The Willamette Valley, The Dundee Hills, and Domaine Drouhin. This outreach is to invite visitors from international wine regions, to foster an explorative approach to Oregon wine tourism, and to host a beautiful setting to taste World-Renowned Pinot Noir. Goals also include planning and executing local community engagement events. Maintain and grow working relationships with the Oregon Wine Board, Willamette Valley Wine Auction, Salud!, Plate & Pitchfork, Oregon Pinot Camp and Bounty of Yamhill County. Seek out potential press via various channels and through marketing strategies. This includes the production of promotional materials and displays for events i.e. media, VIP guests incentives, and exclusive tastings events. Track and analyze regional and international sales figures to report to the Board of Directors.

Katie McFall

971.227.9064



katiemcfall15@gmail.com



Portland, OR

MEMBERSHIPS

President of Politics Without Borders Club
California Polytechnic State University

Member of Vines to Wine Club
California Polytechnic State University

TIES Mentor

Teaching Institute for Excellence in Science Technology Engineering and Mathematics (STEM)

Green Team Advocate

St. Mary's Academy

COMMUNITY

INVOLVEMENT

Pacific Pug Rescue

Intake Foster

Road Scholar

Whitewater Rafting

Raft Guide

Oregon Society of Artists

Gallery Assistant

Yamhill Soil &

Water Conservation District

Member

Blanchet House

Meal Prep and Service

ASSISTANT DIRECTOR

Marina's Garden (Non-Profit) / San Luis Obispo, CA
Jan. 2015 – June 2016

Organize and manage non-profit working farm with the intent to grow the organization's mission of teaching the next generation the skills to grow their own food sustainably. This includes creating relationships within the community to help fund various projects. Through development initiatives, cultivate potential donors; forge relationships with local CSA's, San Luis Obispo Farmer's Market, San Luis Obispo Chamber of Commerce. Work with community members and school district officials to facilitate programs that challenge and engage young minds. Actively involved in recruiting volunteers, organizing garden scheduling for volunteers and students. Plan and execute annual Farm to Table fundraising events to highlight the impressive and thought-provoking programs Marina's Garden creates in their local community.

ENOLOGIST & CELLAR LEAD

Joseph Phelps Vineyards / St. Helena, CA
June 2014 – Jan 2015

Enologist for historic, luxury wine label located in the Napa Valley. Present in all winemaking decisions with Winemaker & Assistant Winemaker. Calibrate all lab equipment to run daily data analysis. Collect all of the analytical data and formulate data curves to effectively show signs and trends in the wines chemical structure. Conduct weekly tastings with staff to check the progression of wine, from the initial juice stage through to the final wine product. Work with cellar crew to achieve premium wine quality in a timely and efficient manner.



PLANNING COMMISSION APPLICATION INFORMATION

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

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

RECEIVED
JUL 01 2019
CITY OF DUNDEE

Name Edward A. Carlisle Telephone Number 503.709.9646

Address 760 SW Alder St. Dundee, OR 97115 (Mailing PO Box 38 Dundee, OR 97115)

E-Mail diaphero@comcast.net

Year(s) of Residence 22 Job/Occupation Engineer/Business Owner

Educational Background AAS Mech Engineering Tech - PCC, BS Management - Linfield, MA Strategic Leadership - Life Pacific College, Registered Professional Engineer, OR, WA, CA, ID, NV, GA, CO

State briefly your reasons for applying
Dundee is growing and that growth will continue and likely increase. This growth must be managed and well considered. The codes and regulations provide a baseline for this but the Planning Commission guides the use and interpretation of those rules. This is critical to growth that serves our entire community as well as outside stakeholders. I would hope that I could be a beneficial member in helping Dundee grow in a reasonable and planned manner.

Dated this 1st day of July, 2019.

Signature Edward A. Carlisle 2019.07.01 09:36:24-07'00'

Office Use Only: Date of Appointment Term Expires

Signed, Mayor of Dundee

Dated this day of, 20.

Edward A. Carlisle, P.E. LEED AP

760 S.W. Alder St.
PO Box 38
Dundee, Oregon 97115
(503) 709-9646

Summary of Qualifications

- Managing Partner with responsibility of staffing, hiring, workload leveling, human resources, planning and forecasting.
- Lead Mechanical Engineer with responsibility for all technical aspects of a 16 person mechanical engineering department. Additional experience included employee evaluations, identifying and filling manpower needs, review of office income statements, project and office budgeting, maintaining a cohesive team to perform project tasks, training new engineers, technicians and CAD drafters.
- Project Manager with experience in client contact and assessment of needs, compiling and writing proposals, manpower scheduling, budget and income forecasting, project budgeting and staffing, invoice and financial report review, project organization, cash collections, team building and communication. Managed both multi-office and multi-discipline projects with teams ranging from 2 to 20 people.
- Mechanical Design Engineer experience in a variety of HVAC systems including variable and constant flow chilled water (both new and retrofit), variable and constant flow heating water, variable air volume, built up and package air handling systems, active and passive smoke control, indoor air quality standards and evaluation, a knowledge of plumbing design practices and experience with small commercial and residential plumbing design.
- Construction Administration experience in project visits and inspections, reporting on compliance with contract documents, review of submittals, commissioning, review of operation and maintenance manuals, system start up, responding to contractors questions, witnessing and assisting in owner training.
- Quality Assurance Coordinator with responsibilities for interpreting a company wide quality assurance program, providing training on the program, and evaluating and discussing client comment forms with project managers.
- Field experience through air and water balancing as well as trouble shooting that provided a great deal of hands on knowledge of system operation and installation for a wide variety of HVAC systems.

Professional Experience

- **R & W Engineering, Beaverton Oregon (Sept. 1998 - Present).** Vice President, Senior Mechanical Engineer, Project Manager.
- **The Bentley Company, Portland Oregon (May 1994 - Sept. 1998).** Lead Mechanical Engineer, Senior Project Manager, Quality Assurance Coordinator.
- **Glumac and Associates, Portland Oregon (April 1991 - May 1994).** Project Manager and Mechanical Designer.
- **Interface Engineering Inc., Milwaukie Oregon (July 1982 - April 1991).** Project Manager, Mechanical Designer, Air and Water Balancer.
- **Northwest Engineering Service, Portland Oregon (September 1981 - April 1982).** Engineering/Balancing Technician.

Education

Life Pacific College (now Life Pacific University), San Dimas California

Master of Arts, Strategic Leadership

Linfield College, McMinnville Oregon

Bachelor of Science, Management

Portland Community College, Portland Oregon

Associate of Applied Science, Mechanical Engineering Technology

Registrations

Professional Engineer: Oregon, Washington, California, Nevada, Colorado, Georgia, Idaho

LEED Accredited Professional

Professional Memberships

ASHRAE

ACECO

ASPE

AGENDA REPORT

To: Mayor Russ and City Council
From: Rob Daykin, City Administrator
Date: July 11, 2019
Re: Land Lease – Verizon Cell Tower

As reported to Council last October, Verizon Wireless withdrew the land use application for the construction of a cell tower in the southeast corner of the Fire Station property next to the railroad. The explanation provided for the withdrawal was the need for more time to review design and site details. The consultant representing this project is now ready to reapply for land use approval and wishes to confirm that the terms of the draft lease approved by the City Council on September 19, 2017 are still acceptable to the City.¹ Attached is the draft agreement prepared by former City Attorney Shelby Rihala. The basic terms include the following:

- Initial term is 5 years with four additional 5 year extensions at the option of Verizon
- Rental for use of City property is \$30,000 per year paid in advance in equal monthly installments with the first installment due 60 days after the commencement date
- Starting the second year of the lease, the rent amount increases 2% annually throughout the term of the lease
- Commencement date is the first day of the month following issuance of permits for construction of the cell tower
- An additional \$1,500 will be paid to the City following execution of the agreement and prior to the commencement date
- Within 60 days of execution of the lease agreement Verizon will pay the City \$2,500 representing reimbursement of legal fees incurred by the City for review and negotiation of the lease agreement
- Any taxes imposed by Yamhill County Tax Collector for the value of Verizon's privately owned equipment will be the responsibility of Verizon
- Verizon will not cause interference with the Fire Department's communications

¹ Council authorized the City Administrator to execute the lease agreement pending approval of the final version by the City Attorney. Execution of the lease starts the clock for Verizon to obtain all permits for construction of the tower and related facilities. If Verizon is unable to obtain a building permit within two years of the lease execution date, then the City may terminate the lease. Note: Verizon may terminate the lease prior to the start of the commencement date for any reason. The reimbursement of \$2,500 for the City's legal services and the additional \$1,500 will be paid to the City upon execution of the lease, whether or not a building permit is issued.

Reid Stewart, Acom Consulting proposes a stealth tree design (see example below) in lieu of the monopole structure. The stealth design will still allow co-location of another wireless carrier, of which the City would negotiate an access agreement with.² Attached are site plan and tower elevation pages from the 2017 Site Development Review application. Mr. Stewart will be at the July 16 meeting to present the request and respond to any questions from the Council.



Recommendation: Motion affirming the September 19, 2017 decision of authorizing the City Administrator to execute the land lease agreement with Verizon subject to final review and approval by the City Attorney.

² During discussions with the Yamhill County Sheriff regarding emergency dispatch services for the Dundee Fire Department, he mentioned his interest in an antenna attached to one of the hillside water reservoirs in the future.



9 July 2019

City of Dundee
Land Use Planning
PO Box 220
620 SW 5th Street
Dundee, OR 97115
Attn: Cheryl Caines

RE: CU 17-27/SDR 17-27 for 801 N. Hwy 99W (Proposed Verizon Wireless Communications Facility at 801 N. Highway 99W, Dundee, OR 97115 – OR1 Dundee)

Ms. Caines:

This letter is to serve as notice that Verizon Wireless would like to reapply for land use on the above referenced project once the City Council approves the lease terms that were proposed in the August 10th 2017 Agenda Report. Verizon would like to propose a stealth tree design that would allow for possible collocation.

Please feel free to contact me at the details below with any questions.

Sincerely,

Reid Stewart
Acom Consulting, Inc.
503.720.6526 / reid.stewart@acomconsultinginc.com

PERMIT SCALE: 1/8" = 1'-0" (VERTICAL) 1/4" = 1'-0" (HORIZONTAL)
 THIS DRAWING IS A PRELIMINARY DRAWING AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES BEFORE CONSTRUCTION BEGINS. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES BEFORE CONSTRUCTION BEGINS.

**PRELIMINARY DRAWINGS
 NOT FOR CONSTRUCTION**

No.	Date	Revision
A	01/26/17	50% ZD REVIEW SET
B	03/20/17	100% ZD REVIEW SET
C	08/07/17	RFDS & TOWER REVISION
D	10/20/17	100% FINAL ZONING SET
E	01/18/18	RFDS & LEASE AREA REV
F	-	-
G	-	-
H	-	-
I	-	-
J	-	-



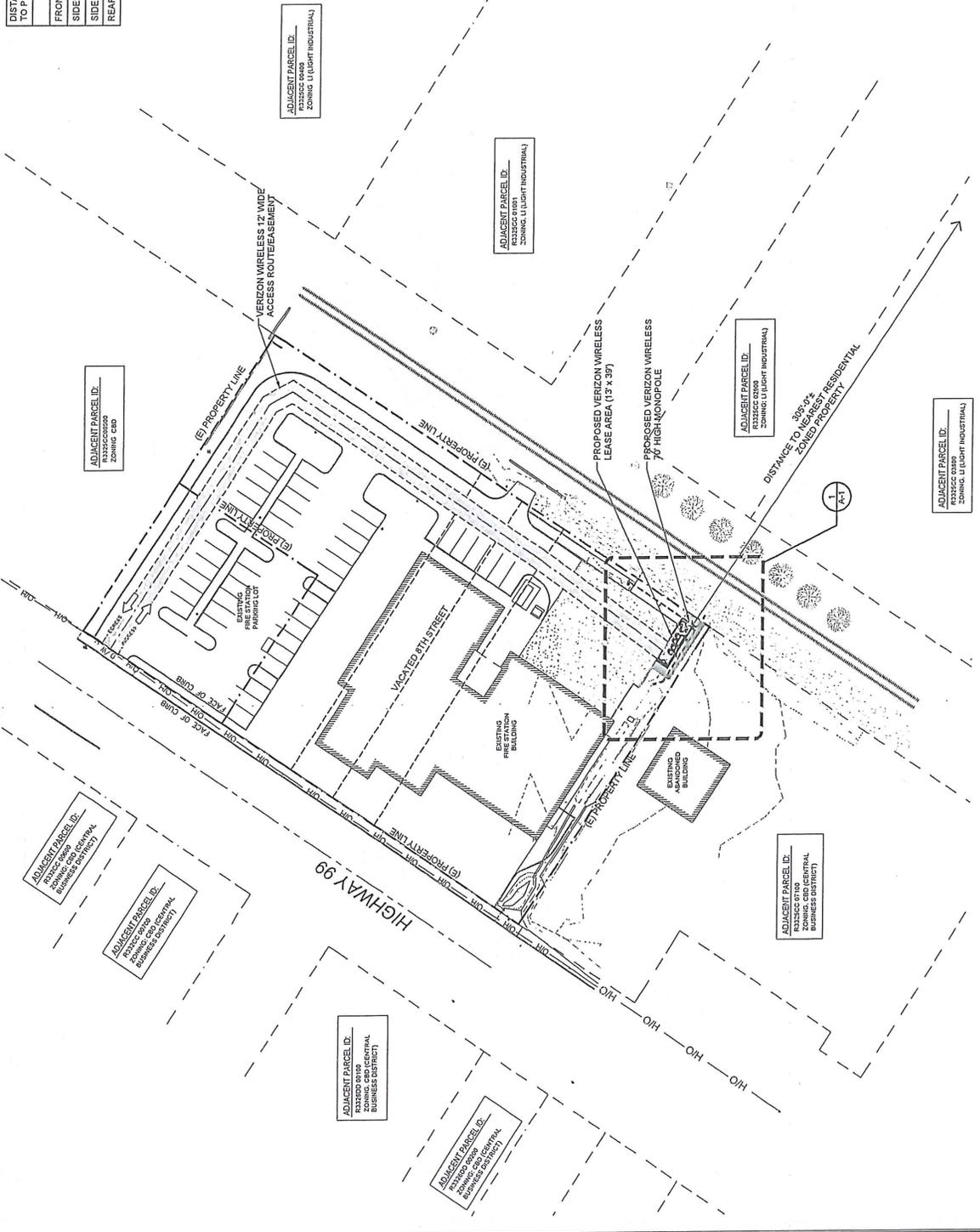
Project Name:
**OR1
 DUNDEE**
 759 N. HWY 99
 DUNDEE, OR 97115

Project Title:
**OVERALL
 SITE PLAN**

Project Number:	01/17/18
Client:	Dundee
RAM:	KM
Project Manager:	Professional of Record
AM:	RJ
Revision No.:	E
Sheet No.:	A-0

DISTANCE FROM TOWER CENTERLINE TO PROPERTY LINE (70' TOWER):

SETBACK	DISTANCE TO TOWER
FRONT: 20'	202.0' ±
SIDE: NA	304.0' ±
SIDE: NA	12.5' ±
REAR: NA	4.5' ±



OVERALL SITE PLAN 1

SCALE: 1/8" = 1'-0" (VERTICAL) 1/4" = 1'-0" (HORIZONTAL)
 11/17 SCALE: 1" = 80'-0"

DO NOT SCALE DRAWING. CONTRACTOR MUST VERIFY ALL DIMENSIONS TO MATCH AS SHOWN. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED. APPROVAL OF ALL DIMENSIONS SHALL BE OBTAINED FROM THE PROPERTY OWNER AND APPROVED BY THE ENGINEER. ALL DIMENSIONS SHALL BE IN FEET AND INCHES. DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

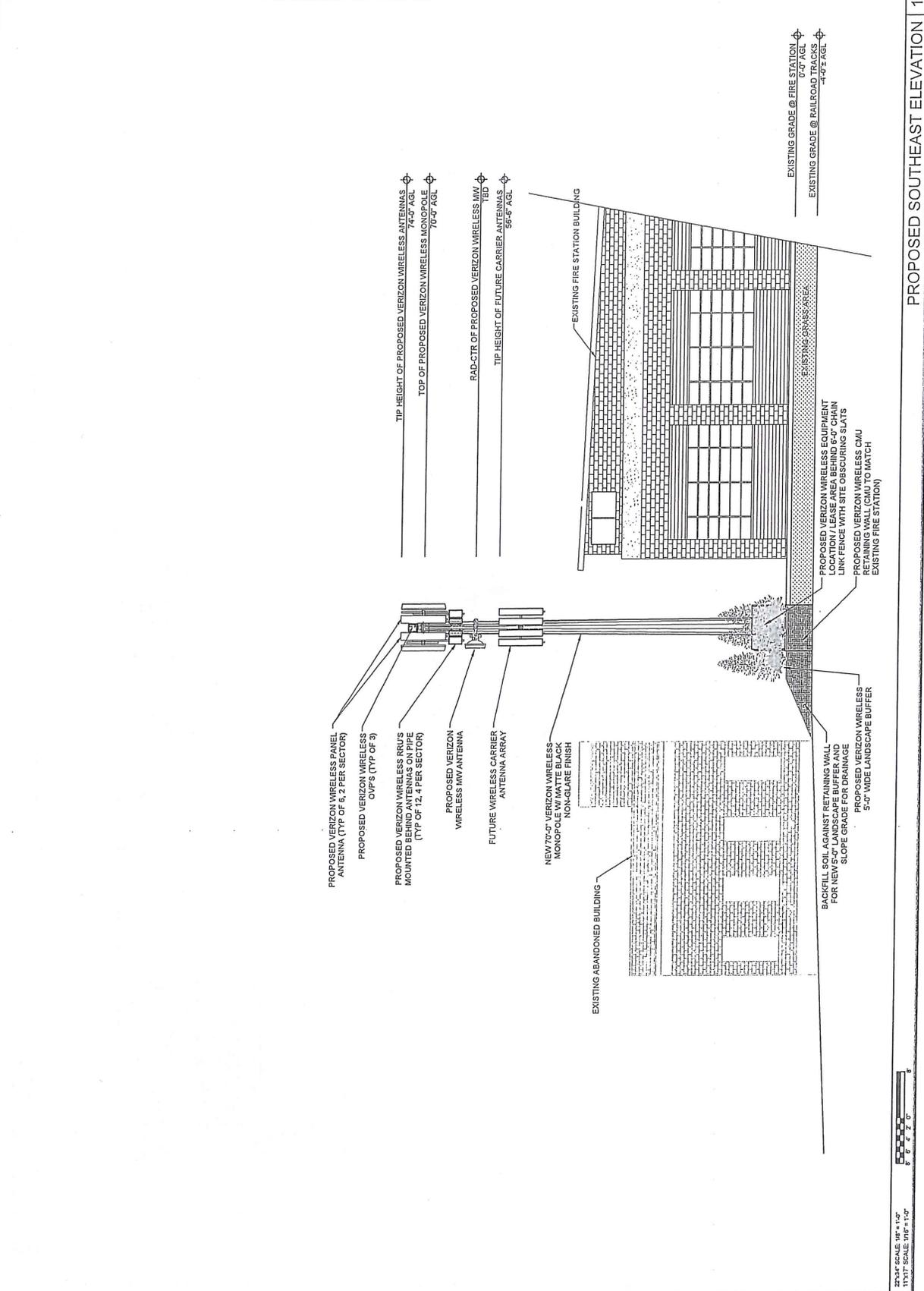
No.	Date	Revision
A	01/26/17	80% 2D REVIEW SET
B	02/20/17	100% 2D REVIEW SET
C	08/07/17	RFP'S & TOWER REVISION
D	10/20/17	100% FINAL ZONING SET
E	01/09/18	RFP'S & LEASE AREA REV
F	-	-
G	-	-
H	-	-
I	-	-
J	-	-



OR1
DUNDEE
759 N. HWY 89W
DUNDEE, OR 97119

Project Title:
**PROPOSED
SOUTHEAST
ELEVATION**

Project Number:	01/15/18
Drawn:	KM
Checked:	KM
Project Manager:	RJ
Revision No.:	E
Sheet No.:	A-2



GRAPHIC SCALE: 1/4" = 1'-0"
11/13/17 SCALE: 1/4" = 1'-0"

PROPOSED WIRELESS CONSTRUCTION MUST VERIFY ALL LOCAL, STATE AND FEDERAL REGULATIONS AND REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES AND COMPANIES.

PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

No.	Date	Revision
A	01/26/17	90% 2D REVIEW SET
B	02/20/17	100% 2D REVIEW SET
C	05/07/17	RFPDS & TOWER REVISION
D	10/20/17	100% FINAL ZONING SET
E	01/18/18	RFPDS & LEASE AREA REV
F	-	-
G	-	-
1	-	-
2	-	-



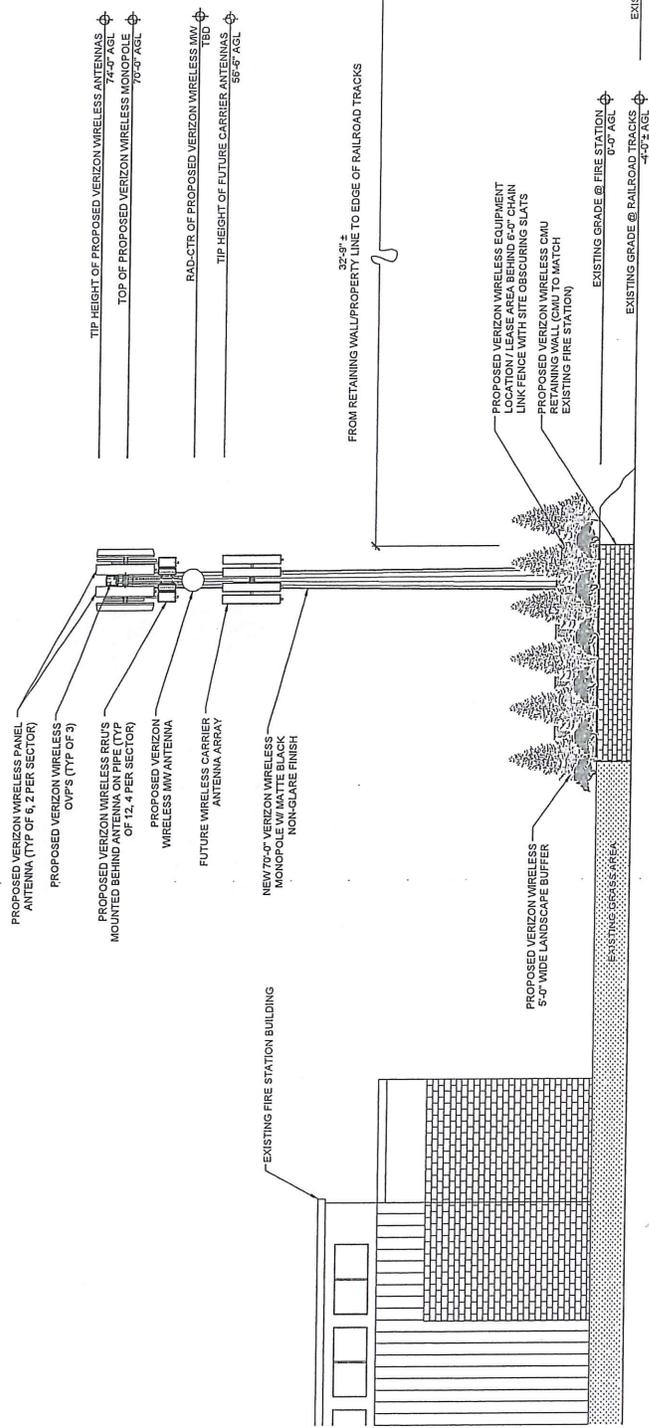
Implementation & ASE Team:



Project No: OR1
DUNDEE
2017/11/18
DUNDEE OR 97115

Proposed
SOUTHWEST
ELEVATION

Project Number	Date
01/17/18	01/17/18
Designer	RM
Project Manager	KM
Professional of Record	RJ
Revision No:	AM
Sheet No:	E
	A-2.1



PROPOSED SOUTHWEST ELEVATION 1

SCALE 1/8" = 1'-0"
1" = 12'-0"

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LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this _____ day of _____, 201____, between the City of Dundee, an Oregon municipal corporation, with its principal offices located at PO Box 220, 620 SW 5th Street, Dundee, Oregon 97115, Attn: City Administrator, hereinafter designated LESSOR and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 759 N. Hwy 99W, Dundee, Oregon 97115 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately 272 square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE is granted a building permit by the governmental agency charged with issuing such permits.

3. EXTENSIONS. This Agreement shall automatically be extended for 4 additional 5 year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$30,000.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at the City of Dundee, Attention: City Administrator, PO Box 220, 620 SW 5th Street, Dundee, Oregon or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. The annual rental for the second (2nd) year of the initial term and for each year thereafter, including any and all extension terms, shall be increased to an amount equal to 102% of the annual rental payable with respect to the immediately preceding year. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

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(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

(c). As additional consideration for this Agreement, LESSEE shall pay LESSOR a one-time, non-refundable, lump-sum signing bonus of \$1,500.00, which shall be considered additional rent for the Premises for the period from the Effective Date until the Commencement Date. The signing bonus shall be paid by LESSEE to LESSOR within 90 days of the Effective Date. LESSOR agrees the payment to be made by LESSEE under this Paragraph 4(c) is fair and adequate payment in exchange for LESSEE intentionally delaying installation of LESSEE's communications equipment, and LESSOR recognizes that Paragraph 2 of this Agreement governs the Commencement Date. This Paragraph 4(c) does not impact whether or not LESSEE chooses to install LESSEE's communications equipment and commence the Term.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from public right-of-way, State Highway 99W, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a 12 foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services and the timing and manner of installation shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24). LESSEE will use best efforts to maintain the Premises in good condition and state of repair.

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a

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satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

a. by either party on thirty (30) days' prior written notice if the other party defaults under any covenant or term hereof which fault is not cured within one hundred twenty (120) days of receipt of written notice of default except that this Agreement shall not be terminated if the default cannot reasonably be cured within such one hundred twenty (120) day period and the defaulting party has commenced to cure the default within such one hundred twenty (120) day period and diligently pursues the cure to completion.

b. by LESSEE in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

c. by LESSOR in the event that (i) LESSEE loses its license to provide cellular service for any reason, including, but not limited to, nonrenewal, expiration, or cancellation of its license; or (ii) if the Commencement Date does not occur within two (2) years of the Effective Date.

10. INDEMNIFICATION. Except to the extent arising from the negligence or intentional misconduct of the LESSOR, its officers, agents, and employees, LESSEE shall defend, save, indemnify, release and hold harmless LESSOR, its officers, agents, and employees from and against any and all claims, suits, losses, damages to persons or property, injuries or deaths of persons, liens, demands, or actions of any nature whatsoever, including willful misconduct and including the amounts of judgments, penalties, interest, court costs and legal fees incurred by LESSOR in defense of same, resulting from, arising out of, or relating to the activities of LESSEE or any of its contractors, subcontractors, officers, agents, or employees under this Agreement. LESSEE further agrees that in the event any claim, suit, or other action is brought, arising out of LESSEE's activities under this Agreement, that LESSEE will do nothing to prejudice any rights or claims of LESSOR without first obtaining the written permission of LESSOR, which permission shall be in the sole discretion of LESSOR.

11. INSURANCE. LESSEE shall obtain and maintain in effect during the entire term of this Agreement workers' compensation coverage as required by law and commercial general liability insurance with limits of \$4,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property. Such insurance, excluding workers' compensation, shall include as additional insureds as their interest may appear under this Agreement the City of Dundee, its officers and employees. As evidence of the insurance coverage required by this Agreement, LESSEE shall furnish industry-standard insurance certificates to the LESSOR upon the Effective Date of this Agreement. LESSEE shall be financially responsible for all pertinent deductibles, self-insured retention and/or self-insurance. Such insurance shall be issued by a carrier that is authorized to conduct business as an

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insurance company in the State of Oregon. Upon receipt of notice from its insurer(s) LESSEE shall use commercially reasonable efforts to provide LESSOR with thirty (30) calendar days' prior written notice of cancellation of any coverage required herein.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE's Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at (503) 538-3922, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. [INTENTIONALLY DELETED].

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17. RIGHTS UPON SALE. In the event of any sale of the Premises by LESSOR, LESSOR shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Agreement arising out of any act, occurrence, or omission occurring after the consummation of the sale. The purchaser, at any sale of the Premises shall be deemed, without further agreement of the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of LESSOR under this Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned, transferred, or sublet without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE shall provide LESSOR written notice of such assignment or subletting. Such notice shall contain information regarding the name of the parent, subsidiary, or affiliate to which LESSEE is assigning or subletting. LESSEE may sublet the Premises with LESSOR's prior consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, any tenant that may desire to sublet space upon LESSEE's communications facilities shall be required to lease separate ground space directly from LESSOR for placement of any ancillary equipment at the Property in order that Lessor may have the opportunity to achieve a separate agreement with that entity related to any associated use of LESSOR's property. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Dundee, an Oregon municipal corporation
Attention: City Administrator
PO Box 220
620 SW 5th Street
Dundee, Oregon 97115

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road

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Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. [INTENTIONALLY DELETED].

22. DEFAULT. It is a "Default" if either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 120 days after the initial written notice.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL.

(a). LESSEE Warranties and Representations. LESSEE represents, warrants, and covenants to LESSOR that at no time during the term of the Agreement shall LESSEE or its contractors, subcontractors, employees, officers, or agents use, generate, store, treat, or dispose of or permit the use, generation, storage, treatment, or disposal of any hazardous substance, material, chemical, or waste on the Premises in violation of any Environmental Regulations as defined in Subsection 24(c)(iii) herein.

(b). LESSOR Warranties and Representations. LESSOR represents and warrants that to the best of LESSOR's knowledge without independent investigation: (i) neither LESSOR, nor any present or previous tenant of the Premises, nor any other third party, has released, used, generated, manufactured, stored or disposed of, on, or under the Premises any hazardous substance, material, chemical or waste in violation of any applicable Environmental Regulations; (ii) neither LESSOR, nor any present or previous tenant of the Premises, nor any other third party, has transported to or from the Premises any flammable explosives, "hazardous waste," or any other "hazardous substance," as those terms are defined in applicable Environmental Regulations in violation of applicable Environmental Regulations; (iii) there have been no orders, notices of violation, complaints or other similar communications of alleged or potential violations or failures to comply with applicable Environmental Regulations issued by a governmental agency regarding any acts or omissions upon or affecting the Premises before the date of the Agreement; and (iv) except as disclosed by LESSOR to LESSEE and acknowledged by LESSEE, LESSOR is not aware of the presence on the Premises of any asbestos, polychlorinated biphenyls (PCBs), or other known hazardous substances, material, chemicals or waste

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(as those terms are defined under applicable Environmental Regulations), wells or underground storage tanks in violation of applicable Environmental Regulations.

(c). Environmental Indemnity.

(i) LESSEE's Indemnification of LESSOR. LESSEE shall indemnify, save, hold harmless and defend LESSOR from and against any and all liability, loss, damage, claim or expense (including reasonable attorney's fees, court costs and cleanup costs, if any) incurred by LESSOR in connection with any claim, demand or suit for damages, injunction or other relief to the extent caused by, arising out of or resulting from: (i) any breach of LESSEE's representations and warranties contained in this Section 24; (ii) the generation, storage, use, handling, discharge, release or disposal of hazardous substances, chemicals, materials or waste as those terms are defined under applicable Environmental Regulations at the Premises, caused by the acts or omissions of LESSEE, its agents, officers, employees, representatives, contractors, or subcontractors; or (iii) LESSEE's failure to provide all information, make all submissions and take all actions required by any applicable Environmental Regulations as set forth in Subsection 24(c)(iii). Lessee's obligation to indemnify and hold harmless shall not include any condition existing at the time of the execution of this Agreement or that otherwise does not result from LESSEE's activities.

(ii) LESSOR's Indemnification of LESSEE. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability for payment of penalties, sanctions, forfeitures, losses, costs, or damages and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to LESSOR's failure to comply with any Environmental Regulations, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE, its officer, agents, employees, contractors, or subcontractors.

(iii) Definition of Environmental Regulations. For the purposes of this Agreement, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now in effect or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control, and the transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as the same maybe amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq.); (ii) the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 et seq.); (iv) the Resource Conservation and Recovery Act, as amended by the Hazardous Waste and Solid Waste Agreements of 1984 (42 U.S.C. § 6901 et seq.); (v) the Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Agreements and Reauthorization Act of 1986 (42 U.S.C. § 6901 et seq.); (vi) the Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Agreements and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C. § 135 et seq.); (ix) the Safe Drinking Water Act (42 U.S.C. § 300 (f) et seq.); (x) Occupational Health and Safety Act (29 U.S.C. § 651 et seq.); (xi) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xii) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (xiii) the Noise Control Act of 1972 (42 U.S.C. § 4901 et seq.); (xiv) the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001-11050); and (xv) the National Environmental Policy Act (42 U.S.C. § 4321-4347).

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25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE's Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment.

29. ELECTRICAL. If permitted by the local utility company servicing the Property, LESSEE will install a separate meter for the measurement of its electric power and will pay for its own utilities used. If installation of a separate meter is not permitted by the utility, LESSEE shall furnish and install an electrical submeter at the Premises for the measurement of electrical power used by LESSEE's installation. LESSEE shall pay for its own power consumption used thirty (30) days after receipt of an invoice from LESSOR

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indicating the usage amount. LESSEE shall be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source.

30. ATTORNEY'S FEES. LESSEE shall pay to LESSOR as additional rent a one-time payment of \$2,500.00, as reimbursement for legal fees incurred by LESSOR in conjunction with the negotiation and review of this Agreement, such payment to be made within 60 days of full execution of this Agreement.

31. RELOCATION. After the first (1st) ten (10) years of the Term, LESSOR, on one (1) occasion, may relocate LESSEE to another location on the LESSOR's Property (herein referred to as the "Alternate Property"), provided:

(i) the Alternate Property is similar to LESSEE's current Premises in size and is compatible for LESSEE's use in LESSEE's sole discretion;

(ii) LESSEE shall pay all costs incurred by LESSEE for relocating LESSEE's equipment from the Premises to a mutually agreeable site and improving the Alternate Property so that the Alternate Property is substantially similar to the original Premises, including all costs incurred to obtain all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities as well as any satisfactory soil boring tests which will permit LESSEE use of the Alternate Property;

(iii) LESSOR shall give LESSEE at least six (6) months' written notice before requiring LESSEE to relocate;

(iv) LESSEE must be involved in the relocation process; and

(v) LESSEE's service will not be interrupted and LESSEE shall be allowed if necessary to place a temporary cell site and antenna structure on LESSOR's Property during relocation.

32. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Exclusive venue for litigation of any action arising under or regarding this Agreement shall be in the Circuit Court of the State of Oregon for Yamhill County unless exclusive jurisdiction is in the federal court, in which case exclusive venue shall be in the federal district court for the District of Oregon. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE will record with the appropriate recording officer. The provisions of the Agreement relating to indemnification shall survive any termination or expiration of this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: City of Dundee, an Oregon municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

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EXHIBIT "A"
DESCRIPTION OF PROPERTY

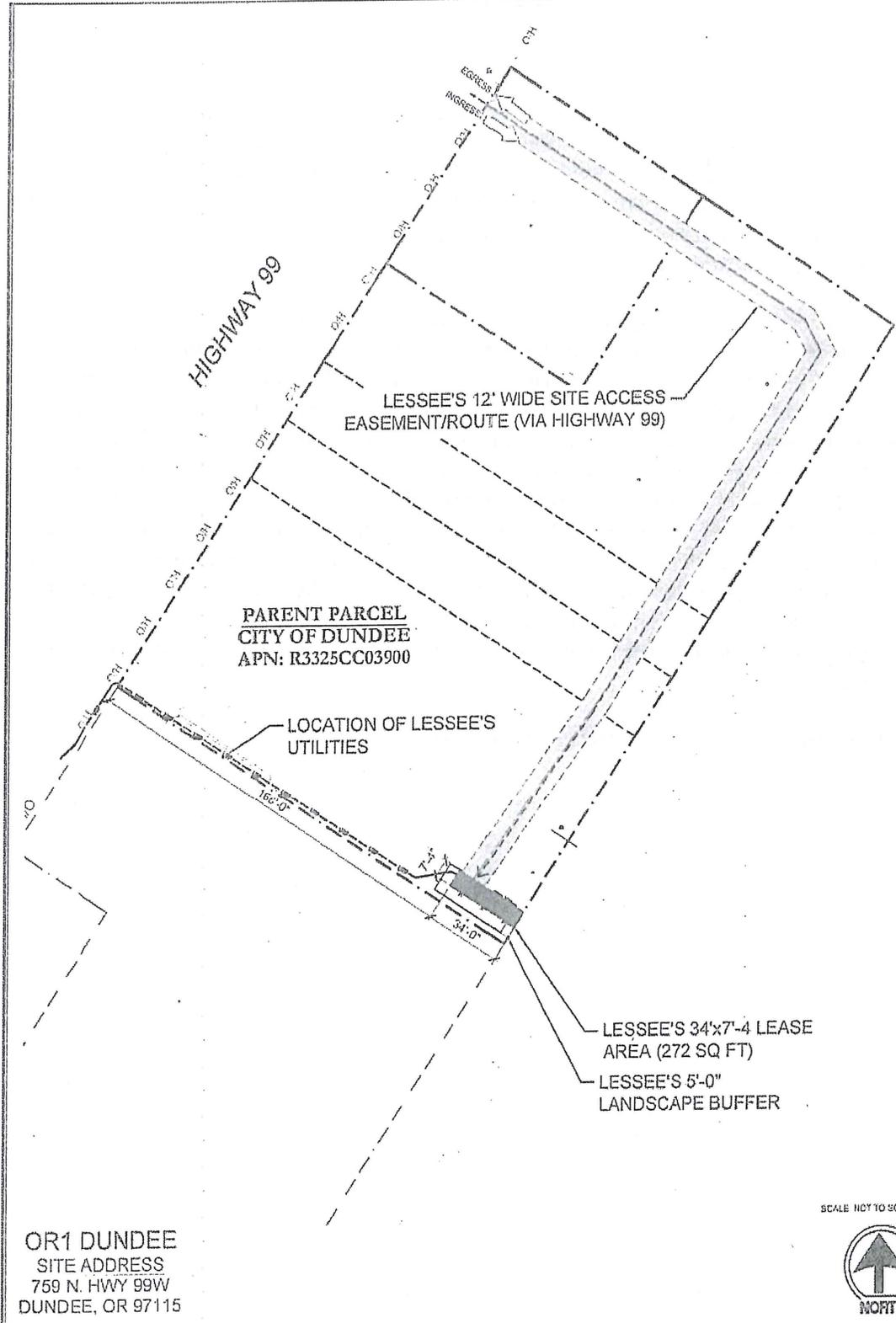
A Tract of land being all of Lots 1, 2, 11 and 12, Block 23, and being all of Lots 1, 2, 3 and 4, and a portion of Lot 5, Block 24, in the Plat of "Townsite of Dundee and Dundee Orchard Homes No. 1", and being a portion of Parcel 1 of partition Plat No. 1995-55, and being all of that portion of S.E. 8th Street vacated by Ordinance No. 516-2012, all located in the Southwest One-quarter of Section 25, Township 3 South, Range 3 West, of the Willamette Meridian, in the City of Dundee, Yamhill County, Oregon. Said Tract of land being more particularly described as follows:

Beginning at a 1/2 inch iron pipe found at the most Easterly corner of said Lot 1, Block 24 of said "Townsite of Dundee", said point being at the intersection of the Southwesterly right of way line of S.E. 8th Street with the Northwesterly right of way line of the S.P. Railroad right of way, said point being the true point of beginning of the Tract of land herein described; thence South 30°28'39" West, along said S.P. Railroad right of way, a distance of 106.53 feet to a point; thence North 59°31'21" West, parallel with said Southwesterly right of way line of said S.E. 8th Street, a distance of 207.26 feet to a point on the Southeasterly right of way line of Highway 99W; thence North 30°38'33" East, along said Southeasterly right of way line, a distance of 316.53 feet to the most Northerly corner of said Lot 11, Block 23, of said "Townsite of Dundee"; thence South 59°31'21" East, along the Northeasterly line of said Lot 11, and along the Northeasterly line of said Lot 2, Block 23, a distance of 206.35 feet to a point on said Northwesterly right of way line of said S.P. Railroad; thence South 30°28'39" West, along said Northwesterly right of way line, a distance of 210.00 feet to the true point of beginning of the Tract of land herein described.

Said Tract of land contains an area of 1.5027 acres more or less.

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EXHIBIT "B"
SITE PLAN OF THE PREMISES



OR1 DUNDEE
SITE ADDRESS
759 N. HWY 99W
DUNDEE, OR 97115





To: Dundee City Council

From: Greg Reid, City Engineer

Date: 7/11/2019

Re: 2019 SCA Grant - Potential Projects

Background

During a previous discussion of possible projects to be used to apply for ODOT's 2019 SCA Grant, Council directed staff to prepare preliminary costs for the replacement of Myrtle Street. Upon review of site conditions, it was determined that full removal and replacement of the asphalt concrete pavement (ACP), curbs, sidewalks and sidewalk ramps would be needed. Council expressed interest in curb-tight sidewalks and removal of the narrow landscape planter due to the narrow (50') right-of-way (R/W) and resulting issues with the street trees uplifting the sidewalks, curbs and ACP. The project includes connection to the portion of the 13th Street to the west that is being paved this summer (2019) with the Charles Street Improvements (2018 SCA Project). The improvements will only extend through the sidewalk ramps along 13th Street to the east with the remainder of 13th to the east being proposed to be reconstructed when Alder Street is extended. See the attached cost estimates which split the project into southern and northern phases divided at the 13th Street centerline.

Considerations

Due to the need for full sidewalk, curb and ACP replacement, the Myrtle Street Improvement costs (\$400K+) were found to significantly exceed the \$100,000 grant even after splitting the work into two projects. Since this would result in either a larger costs to the LID or additional City funds to complete the project, alternative projects are being presented for Council's reconsideration.

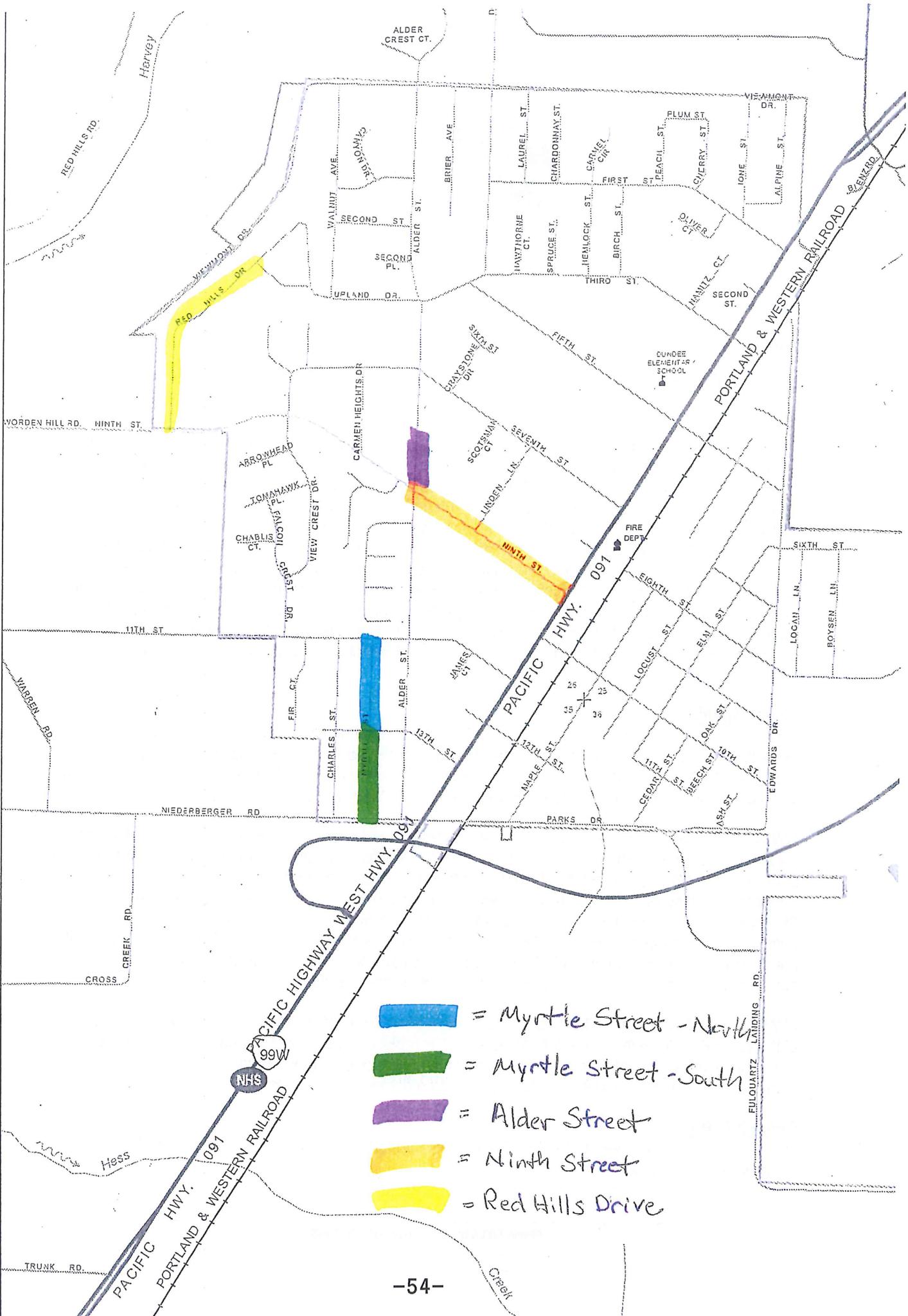
SW Alder Street: Staff previously presented extending the improvements recently made along SW Alder Street between 7th and 9th from the Alder Hill Subdivision towards 9th Street. A majority of this portion of Alder Street has a full 60' R/W and street improvement deferrals. Council previously suggested holding off on these improvements and combining them with future improvements along 9th Street which would allow coordination of the intersection improvements. The revised cost estimate (\$405K) that follows includes full street improvements where the R/W is 60' wide, 3/4 street improvements where the R/W is 50' and pulls the improvements 10' back from the 9th Street intersection to allow coordination with the 9th Street improvements.

SW Red Hills Drive: The attached cost estimate (\$144K) for SW Red Hills Drive includes removal of the existing ACP, subgrade verification and ACP replacement without changing the street width. Some ditch improvements are proposed along the lower portion of the street. The unit costs have been updated using the 2019 Paving Projects and other recent City bids.

Council Action

Discuss funding challenges with City Administrator support and verify the preferred project to be used to apply for the 2019 SCA grant.

T. 3 S.



- = Myrtle Street - North
- = Myrtle Street - South
- = Alder Street
- = Ninth Street
- = Red Hills Drive

SW Myrtle Street Improvements - North

(Half of 13th Street Intersection to 11th Street)

Preliminary Estimate

Date: 7/11/2019

SECTION 1 - SITE WORK

Item	Description	Quantity	Units	Unit Price	Amount
1	Mobilization	1	LS	36,700.00	36,700.00
2	Pothole/Clearing/Grub/Demo/Surface Prep	1	LS	19,600.00	19,600.00
3	Temporary Work Zone Traffic Control, Con	1	LS	12,200.00	12,200.00
4	Erosion Control, Complet	1	LS	12,200.00	12,200.00

SECTION 2 - STREET IMPROVEMENTS

Item	Description	Quantity	Units	Unit Price	Amount
5	Level 2, 1/2" Dense ACP Mixture	454	TON	\$100.00	\$45,400.10
6	Aggregate Base	1	LS	\$19,940.00	\$19,940.00
7	Extra for 3"-0 Stabilization in Place	201	TON	\$35.00	\$7,035.00
8	Grade & Compact Base	1	LS	\$6,500.00	\$6,500.00
9	Curb & Gutter	1,298	LF	\$35.00	\$45,430.00
10	4" Thk. Concrete Sidewalk (6' Wide)	5,616	SF	\$10.00	\$56,160.00
11	6" Thk. Concrete Driveways	1,920	SF	\$15.00	\$28,800.00
12	Concrete Sidewalk Ramps	460	SF	\$25.00	\$11,500.00
13	Extra for Truncated Dome Texturing	4	EA	\$500.00	\$2,000.00
14	Landscaping	936	SF	\$6.00	\$5,616.00
15	Minor Adjustment of Manholes & Valve	7	EA	\$750.00	\$5,250.00

SECTION 3 - STORM DRAINAGE

Item	Description	Quantity	Units	Unit Price	Amount
16	12" Storm Main	60	LF	\$100.00	\$6,000.00
17	G-2 Inlet	2	EA	\$2,500.00	\$5,000.00
Total					\$325,331.10

	Engineering and PM	6%	\$19,519.87
	Construction Contingency	20%	\$65,066.22
	Total		\$409,917.19

SW Myrtle Street Improvements - South

(Niederberger through half of 13th Street Intersection)

Preliminary Estimate

Date: 7/11/2019

SECTION 1 - SITE WORK

Item	Description	Quantity	Units	Unit Price	Amount
1	Mobilization	1	LS	35,300.00	35,300.00
2	Pothole/Clearing/Grub/Demo/Surface Prep	1	LS	18,800.00	18,800.00
3	Temporary Work Zone Traffic Control, Con	1	LS	14,100.00	14,100.00
4	Erosion Control, Complet	1	LS	11,800.00	11,800.00

SECTION 2 - STREET IMPROVEMENTS

Item	Description	Quantity	Units	Unit Price	Amount
5	Level 2, 1/2" Dense ACP Mixture	439	TON	\$100.00	\$43,919.90
6	Aggregate Base	1	LS	\$19,480.00	\$19,480.00
7	Extra for 3"-0 Stabilization in Place	201	TON	\$35.00	\$7,035.00
8	Grade & Compact Base	1	LS	\$6,500.00	\$6,500.00
9	Curb & Gutter	1,228	LF	\$35.00	\$42,980.00
10	4" Thk. Concrete Sidewalk (6' Wide)	5,832	SF	\$10.00	\$58,320.00
11	6" Thk. Concrete Driveways	1,728	SF	\$15.00	\$25,920.00
12	Concrete Sidewalk Ramps	460	SF	\$25.00	\$11,500.00
13	Extra for Truncated Dome Texturing	4	EA	\$500.00	\$2,000.00
14	Landscaping	972	SF	\$6.00	\$5,832.00
15	Minor Adjustment of Manholes & Valve	7	EA	\$750.00	\$5,250.00

SECTION 3 - STORM DRAINAGE

Item	Description	Quantity	Units	Unit Price	Amount
16	12" Storm Main	42	LF	\$100.00	\$4,200.00
17	G-2 Inlet	1	EA	\$2,500.00	\$2,500.00
Total					\$315,436.90

	6%	\$18,926.21
Engineering and PM		
Construction Contingency	20%	\$63,087.38
Total		\$397,450.49

Alder Street Improvements

**Preliminary Estimate
City of Dundee Oregon
Based on Conceptual plans**

Location: Alder Street between 7th and 9th Streets
Description: Full Street Improvements at 60' R/W & 3/4 Street at 50' R/W
Dundee, Oregon

Date: 7/11/2019
Job # TBD

SECTION 1 - SITE WORK					
Item	Description	Quantity	Units	Unit Price	Amount
1	Mobilization	1	LS	\$36,800.00	\$36,800.00
2	Clearing and Grubbing/Demo/Mailboxes	1	LS	\$14,700.00	\$14,700.00
3	Temporary Work Zone Traffic Control, Complete	1	LS	\$12,300.00	\$12,300.00
4	Erosion Control, Complete	1	LS	\$12,300.00	\$12,300.00
Subtotal					\$76,100.00

SECTION 2 - STREET IMPROVEMENTS					
Item	Description	Quantity	Units	Unit Price	Amount
5	Excavation	686	CY	\$35.00	\$24,010.00
6	Level 2, 1/2" Dense ACP Mixture	336	Ton	\$110.00	\$36,917.47
7	3/4"-0" Aggregate Base	828	Ton	\$25.00	\$20,700.00
8	Extra for 3"-0 Stabilization in Place	134	Ton	\$35.00	\$4,690.00
9	Grade and Compact Base	1	LS	\$6,000.00	\$6,000.00
10	Concrete Curb & Gutter	621	LF	\$35.00	\$21,745.50
11	4" Thk. Concrete Sidewalk (6' Wide)	3,728	SF	\$10.00	\$37,278.00
12	6" Thk. Conc. Driveways	1,680	SF	\$15.00	\$25,200.00
13	Adjusting Boxes	3	EA	\$500.00	\$1,500.00
14	Minor Adjustment of Manholes	1	EA	\$500.00	\$500.00
Subtotal					\$178,540.97

SECTION 3 - STORM DRAINAGE					
Item	Description	Quantity	Units	Unit Price	Amount
16	12" Storm Main	430	LF	\$100.00	\$43,000.00
17	48" Storm Manhole	1	EA	\$4,500.00	\$4,500.00
18	G-2 Inlet	2	EA	\$2,500.00	\$5,000.00
19	Water Quality	1	LS	\$10,000.00	\$10,000.00
Subtotal					\$63,250.00

SECTION 6 - PERMANENT TRAFFIC CONTROL					
Item	Description	Quantity	Units	Unit Price	Amount
20	Type W4 Signs In Place	6	SF	\$20.00	\$120.00
21	Steel Sign Post	4	EA	\$250.00	\$1,000.00
22	8" White Stripe	1,200	LF	\$2.00	\$2,400.00
Subtotal					\$3,520.00

	Total	\$321,410.97
Engineering and PM	6%	\$19,284.66
Engineering and Contingencies	20%	\$64,282.19
Total		\$404,977.82

SW Red Hills Drive (9th to Upland)

Preliminary Estimate

Updated: 7/11/2019

SECTION 1 - SITE WORK

Item	Description	Quantity	Units	Unit Price	Amount
1	Mobilization	1	LS		\$13,371.68
2	Temporary Work Zone Traffic Control, Complete	1	LS		\$7,131.56
3	Erosion Control, Complete	1	LS		\$4,457.23

SECTION 2 - STREET IMPROVEMENTS

Item	Description	Quantity	Units	Unit Price	Amount
4	Sawcut	1	LS	\$650.00	\$650.00
5	Pulverize or Remove & Dispose of Existing Aspha	1	LS	\$12,000.00	\$12,000.00
6	Extra for 3"-0 Stabilization in Place	134	Ton	\$35.00	\$4,690.00
7	3/4"-0" Aggregate Base	165	Ton	\$25.00	\$4,125.00
8	Grade and Compact Base	1	LS	\$7,000.00	\$7,000.00
9	Level 2, 1/2" Dense ACP Mixture	626	Ton	\$85.00	\$53,179.55
10	Minor Adjustment of Manholes	3	EA	\$500.00	\$1,500.00
11	Ditch	300	LF	\$20.00	\$6,000.00
Total					\$114,105.02

Contengency (20%)	\$22,821.00
Engineering & PM (6%)	\$6,846.30
Total	\$143,772.33



To: Dundee City Council

From: Greg Reid, City Engineer

Date: 7/11/2019

Re: Viewmont Greenway Improvements - AC Paving, Part 2

As part of the City's Viewmont Greenway Improvements, the City is preparing to extend the asphalt concrete pavement (ACP) portion of the path from the previously paved lower section of the Greenway up to the NW Laurel Street access. See the attached bid proposal and plans.

The city solicited competitive quotes from three contractors and received two proposals from H&H Paving (\$16,307.20) and Brix Paving (\$16,426.17). See the attached bids. Therefore, H&H Paving appears to be the apparent low bidder. The third bid requested was from BlackRock Asphalt who was the low bidder for the previous phase of paving at the Greenway but who was not responsive to this opportunity during the brief bid period provided.

Since \$18,000 has been budgeted for this work, staff is recommending the contract be awarded to H&H Paving for a price of \$16,307.20.

Council Action: Staff requests authorization to execute a contract with H&H Paving for Job#19003 - Viewmont Park ACP Path, Part 2, waive any irregularities or informalities in the bid documents, and authorize the City Engineer to administer the project in accordance with the City specifications and supplemental bidding requirements furnished to the bidders (attached).

PROPOSAL
For
VIEWMONT PARK - ACP PATH, PART 2
PROJECT #19003

TO: City of Dundee, Oregon
P.O. Box 220
620 SW Fifth Street
Dundee, OR 97115

Bidder's Declaration and Understanding

The undersigned Bidder declares that the Contract Documents for the construction of the proposed improvements have been carefully examined; (b) that the site has been personally inspected and that he has determined the extent, character, and locations of the proposed work, the nature and type of excavation to be done, the locations and condition of the existing streets, structures, streams, and roadways giving access to the site of the work, and the topography of the site of the work; (c) that the Bidder is satisfied as to the quantities of materials, items of equipment and conditions or work involved including the fact that the description of the quantities of work and materials as included herein is brief and is intended only to indicate the general nature of such items and identify the said quantities.

The Bidder further declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official of the City of Dundee (Owner), and that the proposal is made without any connection or collusion with any person making another proposal on this Project.

The Bidder further agrees that his own judgment has been exercised regarding the interpretation of subsurface information and all data which he believes pertinent from the Engineer, Owner, and other sources in arriving at these conclusions have been utilized.

Contract Execution and Bonds

The Bidder agrees that, if this proposal is accepted, a Contract to be furnished by the Bidder and approved by the Owner will be executed within ten (10) work days after the date of the written Notice of Award, and will at that time, deliver to Owner a certificate of insurance naming the City of Dundee as additional insured.

Bid Due Date

Bids for the **Viewmont ACP Path, Part 2** will be received by the City of Dundee, P.O. Box 220, 620 SW Fifth Street, Dundee, Oregon 97115, until 12:00pm, July 11, 2019. Emailed bids to city.engineer@dundeecity.org will be acceptable.

Certificates of Insurance

The Bidder agrees to furnish the Owner with a certificate of insurance naming the City of Dundee as additional insured before commencing the work under this Contract.

Start of Construction and Contract Completion Date

Work on the project can commence upon execution of the Contract and shall be completed by September 30, 2015 unless otherwise coordinated and approved by the City.

Lump Sum or Unit Price Work

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum or unit price amounts stated in the Bid Schedule, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in the Contract.

Addendum

The Bidder hereby acknowledges receipt of Addendum Nos. __, __, __, __, to these contract documents.

Coordination of Work of Other

The contractor is responsible for coordinating all activities within the project limits.

1. **BID SCHEDULE:**

- a. The following is to be used in preparing your proposal. Please indicate your anticipated time frame for completing the work with the proposal.

SECTION 1 – BASE BID					
Item	Description	Quantity	Units	Unit Price	Amount
1	Mobilization	1	LS		
2	Compaction	5,900	SF		
3	Granular Ground Sterilant	5,900	SF		
4	Level 2, 1/2" Dense ACP Mixture	72	Tons		

TOTAL BID _____

2. **SUPPLEMENTAL TECHNICAL SPECIFICATION**

- Bid Item 2:** The existing gravel and recycled asphalt grindings are to be watered as needed and compacted until there is no appreciable reaction or yielding as determined by the City Engineer. At least three complete roller coverages are to be made at a minimum. Notify the City Engineer, proof roll and obtain approval of compaction prior to placing ACP.
- Bid Item 3:** This work includes furnishing and placing a granular ground sterilant per manufacturers recommendations. The sterilant is to be placed over the compacted subgrade prior to placing the ACP. Submit proposed sterilant for review and approval.
- Bid Item 4:** Furnish and place Level 2, 1/2 Inch ACP Mixture per Section 0744 of the Oregon Standard Specifications. Submit mix design for approval.

3. **Basis of Award**

At the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder, that does not exceed the amount of funds then estimated as available by the owner to finance the contract, will be awarded the contract on the base bid only. If such bid exceeds such amount, the owner may reject all bids or award the contract on the combination of reduced units and elimination of items which are listed in the form of bid as produces a net amount which is within the available funds.

4. **Contract:** Bidder to provide standard contract with the bid for City review, comments and approval.

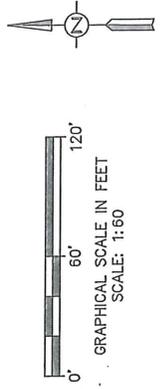
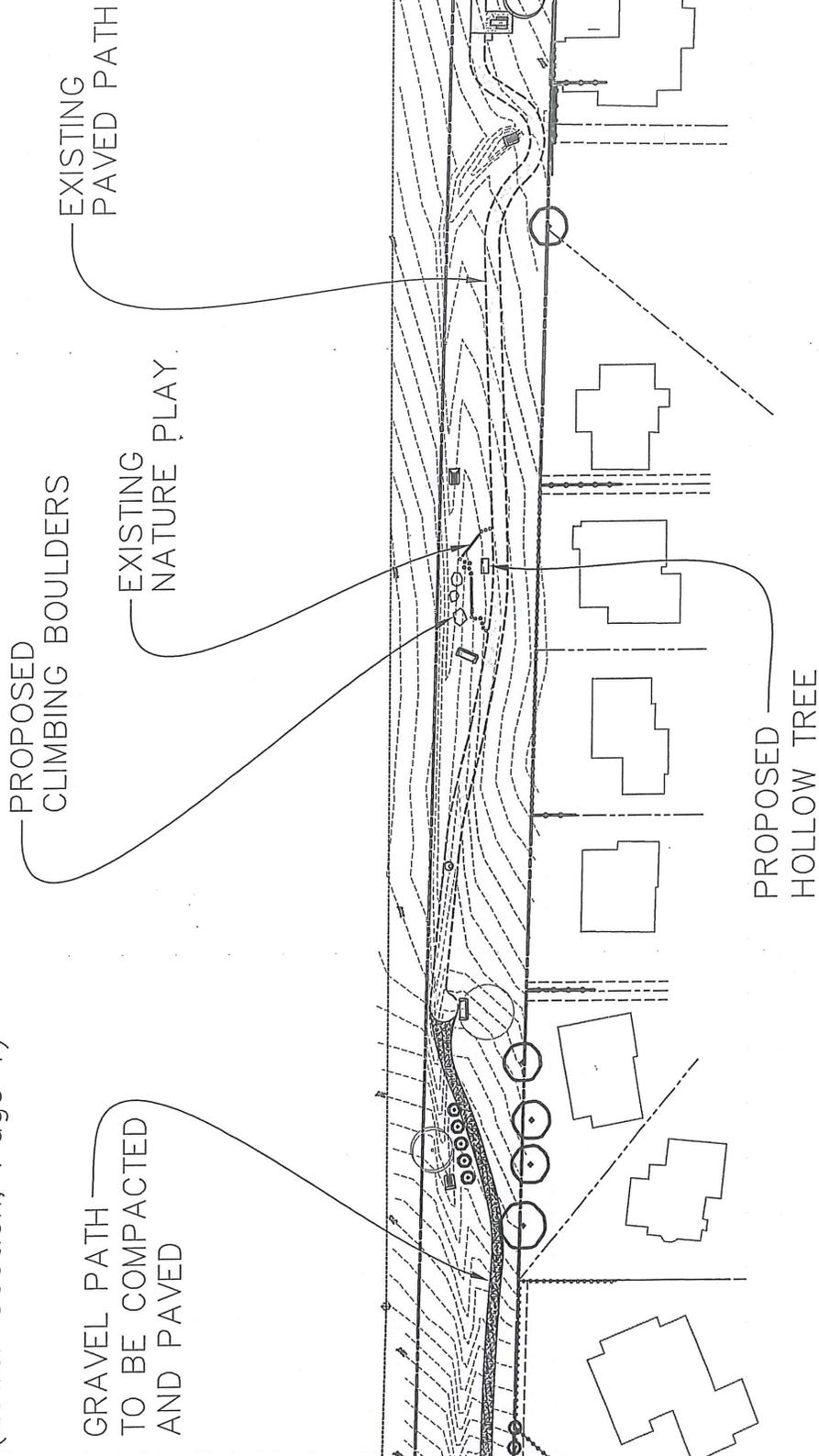
Bidder:

Address:

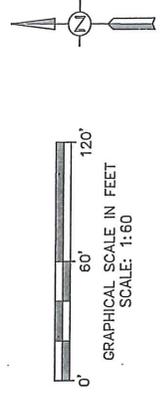
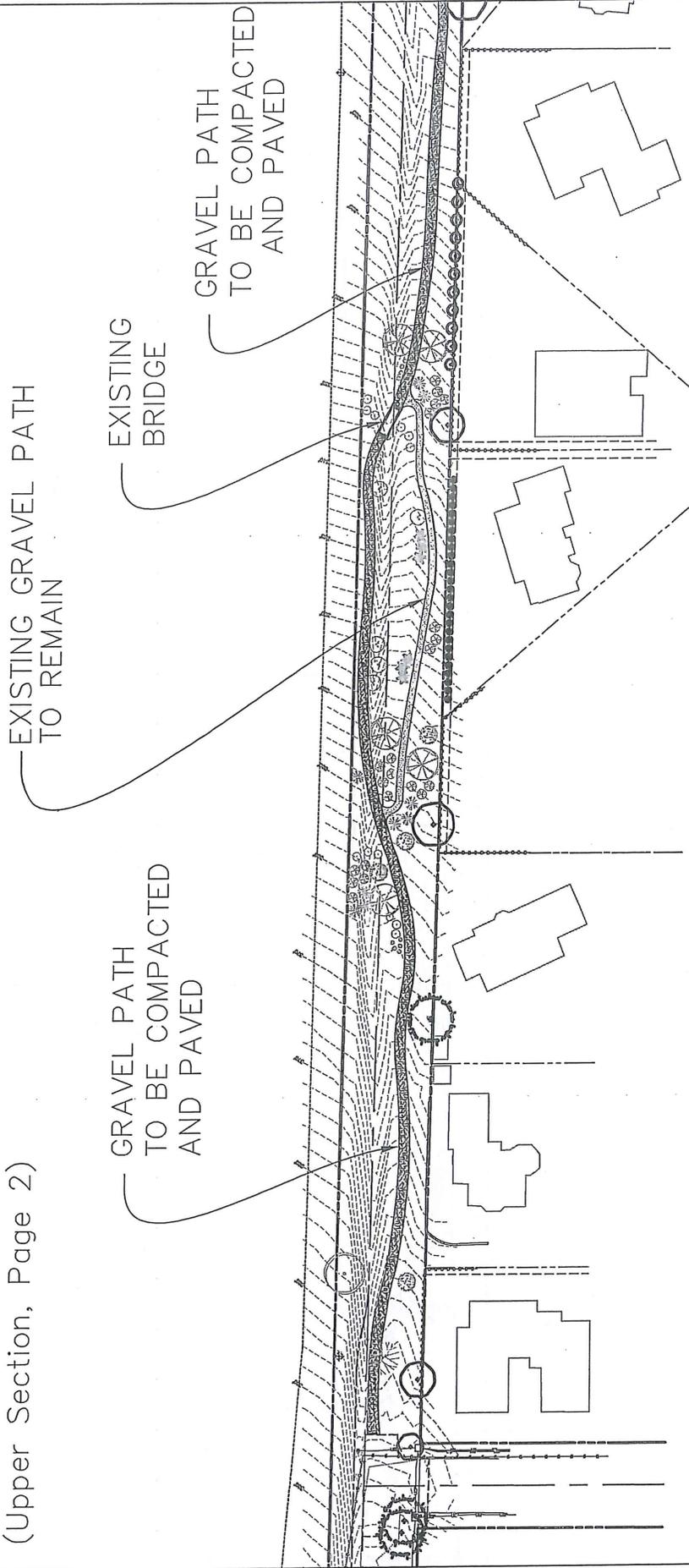
Phone Number:

CCB:

VIEWMONT GREENWAY
PATH IMPROVEMENTS
(Lower Section, Page 1)



VIEWMONT GREENWAY
PATH IMPROVEMENTS
(Upper Section, Page 2)



1. BID SCHEDULE:

2. The following is to be used in preparing your proposal. Please indicate your anticipated time frame for completing the work with the proposal.

SECTION 1 - BASE BID					
Item	Description	Quantity	Units	Unit Price	Amount
1	Mobilization	1	LS	\$1600 ⁰⁰	\$1600 ⁰⁰
2	Compaction	5,900	SF	\$0.30	\$1770 ⁰⁰
3	Granular Ground Sterilant	5,900	SF	\$0.12	\$708 ⁰⁰
4	Level 2, 1/2" Dense ACP Mixture	72	Tons	\$169 ⁸⁵	\$12,229 ²⁰
				TOTAL BID	<u>\$16,307²⁰</u>

2. SUPPLEMENTAL TECHNICAL SPECIFICATION

- Bid Item 2: The existing gravel and recycled asphalt grindings are to be watered as needed and compacted until there is no appreciable reaction or yielding as determined by the City Engineer. At least three complete roller coverages are to be made at a minimum. Notify the City Engineer, proof roll and obtain approval of compaction prior to placing ACP.
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- Bid Item 4: Furnish and place Level 2, 1/2 Inch ACP Mixture per Section 0744 of the Oregon Standard Specifications. Submit mix design for approval.

3. Basis of Award

At the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder, that does not exceed the amount of funds then estimated as available by the owner to finance the contract, will be awarded the contract on the base bid only. If such bid exceeds such amount, the owner may reject all bids or award the contract on the combination of reduced units and elimination of items which are listed in the form of bid as produces a net amount which is within the available funds.

4. Contract: Bidder to provide standard contract with the bid for City review, comments and approval.

Bidder: H&H Paving

Address: 3121 Blossom Dr. NE SALEM OR 97305

Phone Number: 503-363-6714 CCB: 220243

1. **BID SCHEDULE:**

- a. The following is to be used in preparing your proposal. Please indicate your anticipated time frame for completing the work with the proposal.

SECTION 1 - BASE BID					
Item	Description	Quantity	Units	Unit Price	Amount
1	Mobilization	1	LS	1958 ⁰¹	1958 ⁰¹
2	Compaction	5,900	SF	.30	1,770
3	Granular Ground Sterilant	5,900	SF	.12	708
4	Level 2, 1/2" Dense ACP Mixture	72	Tons	16653	16653

TOTAL BID 16,426¹⁷

2. **SUPPLEMENTAL TECHNICAL SPECIFICATION**

- Bid Item 2:** The existing gravel and recycled asphalt grindings are to be watered as needed and compacted until there is no appreciable reaction or yielding as determined by the City Engineer. At least three complete roller coverages are to be made at a minimum. Notify the City Engineer, proof roll and obtain approval of compaction prior to placing ACP.
- Bid Item 3:** This work includes furnishing and placing a granular ground sterilant per manufacturers recommendations. The sterilant is to be placed over the compacted subgrade prior to placing the ACP. Submit proposed sterilant for review and approval.
- Bid Item 4:** Furnish and place Level 2, 1/2 Inch ACP Mixture per Section 0744 of the Oregon Standard Specifications. Submit mix design for approval.

3. **Basis of Award**

At the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder, that does not exceed the amount of funds then estimated as available by the owner to finance the contract, will be awarded the contract on the base bid only. If such bid exceeds such amount, the owner may reject all bids or award the contract on the combination of reduced units and elimination of items which are listed in the form of bid as produces a net amount which is within the available funds.

4. **Contract:** Bidder to provide standard contract with the bid for City review, comments and approval.

Bidder: Brik paving Northwest
Address: PO Box 2388 Tualatin OR 97062
Phone Number: 503 5724591 **CCB:** 193102