

**CITY COUNCIL MEETING  
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September 1, 2015**

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**City of Dundee**  
**City Council Meeting Minutes**  
**September 1, 2015**

**Call to Order**

Council President Jeannette Adlong called the meeting to order at 7:00 P.M.

**Council and Staff Attendance**

Present: Council President Jeannette Adlong, Councilors Ted Crawford, Storr Nelson, Kristen Svicarovich, and Tim Weaver. Excused Absence: Mayor David Russ and Councilor Doug Pugsley. Staff members: Rob Daykin, City Administrator, Peter Watts, City Attorney, and Debra Manning, Assistant City Recorder.

**Public Attendance**

Greg Reid, Streamline West Engineering, LLC and Brandan McGarr.

**Agenda Changes**

Item 7.2 September 15th Council meeting was added to New Business.

**Public Comment**

None.

**Consent Agenda**

**The motion** was made and seconded to approve Consent Agenda item 5.1 City Council Minutes, August 18, 2015 and 5.2 Special City Council Minutes, August 21, 2015. **The motion** passed unanimously.

**Old Business**

**Engineering Services Proposal**

Greg Reid, Streamline West Engineering LLC, has worked with the city on the contaminated soils on the Fire Department project and on design work for the Transportation Enhancement (TE) sidewalk/streetscape project. He was also contracted with the City of Amity and provided services to the City of Dundee under the IGA with the City of Amity. Reid has worked closely with Engineer Eaton. The contract in the packet has been reviewed by City Attorney Rihala and accepted by Mr. Reid. Reid also has been helping the city with land use review during the transition. Currently the cities of Amity and Lafayette have not decided on a City Engineer. They are considering Keller Associates, Salem, and Curran-Mcleod Consulting Engineers, Portland. The staff recommendation is to enter into a contract with Greg Reid for engineering services.

Council President Adlong asked Reid to introduce himself to the Council. Reid relayed he has an engineering degree emphasizing environmental engineering and a Master's Degree in coastal river engineering with twenty years' experience in public improvement projects including water front, sight development and larger infrastructure. He started his own firm about 1.5 years ago; at which point he started providing services to the city. His engineering philosophy is it is important to follow the codes and the statutes, to get input from contractors; he believes in strong communication, and working through issues to get a solid engineering solution.

Councilor Nelson questioned Reid's street and utility experience. Reid replied that all of his coastal engineering projects addressed parking lots, storm drain systems and water quality facilities. Streets and paving are part of his designs. He has also worked project management for

ODOT on bridge designs for Highway 26. Nelson inquired if he has street maintenance experience. Reid replied some paving and some maintenance projects. He wants to become familiar with the recycled street maintenance product which the city recently tried out.

Council President Adlong inquired his experience with storm water treatment. Reid assured he has experience. He just met with the representative for the Methven property reviewing the storm water facilities for the project.

Councilor Weaver inquired the location of his residence. Reid replied West Linn. He works from home and public works offices.

Councilor Svicarovich questioned Reid's current workload and his availability to respond to the city's needs. Reid advised his current work load is low; mainly short-term projects. Daykin estimated that reoccurring engineering activities will encompass about eight hours a week. It is the nonrecurring/special projects that will require a lot of time (an estimated 1400 hours in the upcoming year); such as the Tenth Street project, the Transportation Enhancement (TE) design, the Viewmont Greenway project, and updates to: the Street Maintenance Plan, the System Development Charges (SDCs) and the Storm Water Master Plan.

Councilor Crawford inquired if \$1 million for item 11e. Professional Errors and Omissions Liability is enough coverage. Svicarovich noted that the City's general liability coverage, item 11c. has a \$2 million limit. Daykin added that this is same agreement that we have in place with Kennedy Jenks Consultants.

Mr. Reid suggested that item 18 Termination for Convenience clause should be mutual. City Attorney Watts suggested amendment of language for item 18 to "Either **CITY** or **ENGINEER** may terminate all or part of this contract at any time for its own convenience by providing seven days written notice to the other party....." This will allow either the city or the engineer to terminate the agreement. After discussion of a thirty calendar day or fourteen business day termination period the majority consensus agreed to amend the wording to "Either **CITY** or **ENGINEER** may terminate all or part of this contract at any time for its own convenience by providing thirty days written notice to the other party....."

C. Svicarovich questioned Reid's experience seeking grants. Reid stated he has submitted some grant applications; but the majority of his work has been the design and development work under the design code. He believes the important item is to identify what the agency is looking for. Reid referred to the IGA with the City of Milwaukie which will allow Engineer Eaton to provide review services for items such as ODOT grant applications. Svicarovich asked the expiration of the IGA for Engineer Eaton. Daykin responded June 30, 2016.

City Attorney Watts suggested amendments to item 27 Attorney's fees; cautioning that prevailing party attorney's fees can be a barrier to settlements. His recommendation was to keep the costs and disbursement, clarifying that both parties will be responsible for their attorney's fees regardless of the outcome of the action. The majority Council consensus agreed with the amended wording: "...to recover its costs and disbursements, however both parties will be responsible for their attorney's fees."

The City Attorney also noted item 17 Mediation/Dispute Resolution: currently, if mediation fails, the parties would go through litigation or arbitration. Options are to proceed to binding arbitration or to litigation. After further discussion the recommended amendment to the language was: "...only in the event said mediation efforts fail, through litigation or **binding** arbitration. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by

both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. The CITY may include by joinder the ENGINEER in any dispute resolution process if the ENGINEER'S presence is required, if complete relief is to be accorded."

C. Svicarovich inquired which engineer will stamp projects from this point forward. Daykin replied Engineer Reid.

The majority consensus was to set the term from adoption of the contract to December 31, 2016.

**Review of amendments:**

- Item 1 Term: adoption of the contract to December 31, 2016
- Item 17 Mediation/Dispute Resolution: "...only in the event said mediation efforts fail, through litigation or **binding** arbitration. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. The CITY may include by joinder the ENGINEER in any dispute resolution process if the ENGINEER'S presence is required, if complete relief is to be accorded."
- Item 18 Termination for Convenience: "Either CITY or ENGINEER may terminate all or part of this contract at any time for its own convenience by providing thirty days written notice to the other party....."
- Item 27 Attorney's fees: ".....to recover its costs and disbursements, however both parties will be responsible for their attorney's fees."

**The motion** was made and seconded to authorize the city administrator to execute the professional services agreement with Streamline West Engineering LLC for engineering services as amended. **The motion** passed unanimously.

**Update on TE and Tenth Street Projects**

C. A. Daykin and Engineer Reid met with Tony Snyder, ODOT, who noted that ODOT is at the design acceptance stage for the Transportation Enhancement (TE) project with the expectation to complete it in February of 2016. Snyder expressed concern for traffic through the city if they start construction on the outer ends of the highway while the city is working on improvements in the center of the highway. They are considering starting their portion of the work when the city is close to finishing its work. The city will complete its improvements in phases to reduce conflicts and ease traffic flow.

C. Nelson asked if most of ODOT's improvements would be completed at night. Reid noted that in addition to nighttime pavement work; ODOT will also be completing curb and sidewalk improvements in their sections during the daytime.

C. A. Daykin relayed that the last amendment to the TE contract for funds has been determined to be obsolete for the milestone dates due to delays in the project. A new change request for updated milestone dates will be forwarded for approval. Snyder's proposed end of project date is March of 2017. It is anticipated that the freight mobility group will not support the change from the current forty-eight feet curb to curb width on Highway 99W through the city; which would be reduced to nineteen feet between the pedestrian island and the curb. An option is to narrow the pedestrian island from the eight foot width to a six foot width with a low curb to accommodate wide loads through the city. Reid relayed that ODOT is considering addition of a pedestrian island at Seventh Street. C. Crawford expressed concern that it will restrict traffic flow to the core businesses. The

majority Council consensus does not support a pedestrian island at Seventh Street. Snyder is closer to providing cost estimates for ODOT's Improvements; which will allow the city a better idea of the funds available for both parts of the TE project.

### **Urban Renewal Feasibility Study Advisory Committee**

Michelle Kropf and David Ford have advised that they are willing to serve on the committee. **The motion** was made and seconded to appoint Mayor David Russ, Councilor Kristen Svcarovich, Mary Martin Miller, Val Cutz, Bart Rierson, Joe Buck, Ron Mock, Michelle Kropf, and David Ford to the Urban Renewal Feasibility Study Advisory Committee. **The motion** passed unanimously.

## **New Business**

### **Resolution No. 2015-11, Construction Permit Fees**

This returns from the August 18th meeting with Council's direction to return a resolution to allow refunds for unexpended balances on Type B development permits. Currently fees of up to 5% of the estimated construction costs are collected to pay for engineering and associated costs. If the costs exceed what we have collected we can collect the additional fees, but we cannot refund fees if costs are less. Staff added a fee schedule for Type A development permits (smaller projects). The previous fee of \$100 hasn't changed since 1988 and it is not covering the city's costs. The fee structure better matches the work involved for review and inspections. **The motion** was made and seconded to approve Resolution No. 2015-11, a resolution establishing plan review and construction permit fees pursuant to the Dundee Improvement Design Standards and repealing Resolution No, 2010-03. **The motion** passed unanimously.

### **September 15th Council Meeting**

C.A. Daykin noted he has family coming the week of the September 15th Council meeting and will not be available. He suggested a Special Council meeting on the following Tuesday, September 22nd to address new quotes for the sewer line investigation work and possibly for the Viewmont Greenway excavation improvements. The staff request is to cancel the regular meeting on the 15th and hold a Special Council meeting on the 22nd. Council President Adlong advised she will not be available on the 22nd. **The motion** was made and seconded for a Special City Council meeting on Tuesday, September, 22, 2015 in lieu of the cancelled September 15th Council meeting. **The motion** passed unanimously. Daykin suggested it is not necessary to have the City Attorney in attendance at the Special meeting. Watts advised he is available if the Council determines his attendance is needed.

## **Council Concerns and Committee Reports**

C. Crawford updated that two members of the Tourism Committee met on Monday and addressed the Façade improvement program with City Center Market, Dundee Garden Art, B & S Market, and Lumpy's; all of whom showed interest in the program. Improvements under consideration include: building painting for B & S Market (which needs lead based paint removed) and Lumpy's, parking lot improvements, an enclosure to hide the trash bins at City Center, and another type of fencing at Dundee Garden Art.

The Parks Advisory Committee will meet this Wednesday to consider trail improvements for the Harvey Creek trail. Staff met with CPRD's trail person, Russell Sheehan, who has placed trails in Ewing Young Park and has small equipment which can blaze the desired smaller trails.

C. Adlong noted the statement in the summer edition of the city's newsletter that the Viewmont Parkway would become part of the Yamhelas Trail System is misleading.

## Mayor's Report

None.

## City Administrator's Report

The estimated cost per the recommendation for corrective action for the concrete slab at the Fire Station is \$80,000. City Attorney Zahniser will forward a demand for payment of the repair value and the investigation fees (\$87,360) to Baldwin General Contracting.

The audit field work has been completed. The draft annual audit report should be out the end of September/first of October and will include work for the Fire Station funding.

Since there has been no response for the local marijuana tax; staff followed up with other representatives for Chalice Farms. The person contacted earlier is no longer with the company. Chalice Farms was unaware of the tax payment request and will return the remittance by the end of the week.

The owners of Alder Terrace Mobile Home Park are contracting to take corrective action on the ditch which caused the flooding/standing water issues. Michael Humm, Kennedy Jenks Consultants, will meet with the owner of the park and a representative from Gormley Plumbing on the sewer issues this week.

C. Crawford noted the trail along Ninth Street is collapsing from storm water runoff. Staff will review the issue.

## Public Comment

None.

The meeting was adjourned at 8:32 P.M.



David Russ  
Mayor

Attest:



Debra L. Manning, MMC  
Assistant City Recorder