

# CITY OF DUNDEE CITY COUNCIL MEETING

801 N. Highway 99W, Dundee, OR 97115

City Hall Phone: (503) 538-3922 Website: [www.DundeeCity.org](http://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.*

SEPTEMBER 16, 2025, 7:00 PM

1. Open Regular City Council Meeting
2. Amendments to the Agenda, if any
3. Public Comment: Each speaker will be allowed up to 3 minutes to speak after being recognized by the Mayor. Councilors will generally not respond to comments except to ask clarifying questions. The council may direct concerns raised by the speaker to the City Administrator or place the issue of concern on the agenda for Council discussion.
4. 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.
  - 4.1 City Council Minutes, September 2, 2025 Pages 3-5
  - 4.2 Police Report Ending August 2025 Pages 6
  - 4.3 Simoni Family Vineyards OLCC Application Pages 7-8  
*Action Requested: Motion to Accept the Consent Agenda*
5. OLD Business:
  - 5.1 City Administrator Recruitment Approval Pages  
*Action Requested*
  - 5.2 9<sup>th</sup> & Alder Street Paving Pages 9-16  
*Action Requested*
  - 5.3 Vineyard Water Tank Repair Management Contract Pages 17-23  
*Action Requested*
6. New Business
  - 6.1 Budget Discussion Pages  
*Discussion*
  - 6.2 Water Rates & Public Safety Levy Open House Dates Pages  
*Discussion*
7. Council Concerns & Committee Reports
8. Mayor's Report
9. City Administrator Report
10. 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.

11. Adjourn

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Pending Business:

1. Public Works
  - 1.1 Old Dundee Elementary School
  
2. Planning/Land Use
  - 2.1 Dundee Riverside District Code Amendment
  - 2.2 Exterior Lighting – Code Update/Street Light Standards
  - 2.3 Code Amendments – Land Use Procedures
  - 2.4 Pending Type II or Type III Land Use Applications
  - 2.5 Sander Estate Park Developer Agreement
  
3. City Council
  - 3.1 Update SDC Methodologies
  - 3.2 Storm Drain Master Plan Update
  
4. Parks & Trails
  - 4.1 WWTP Nature Park
  - 4.2 Riverside District Neighborhood Parks
  - 4.3 Build out of tipsu palach Park
  
5. Next Available Ordinance & Resolution Nos.
  - 5.1 Ordinance No. 592-2025
  - 5.2 Resolution No. 2025-17

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  
City Council Meeting Minutes  
September 2, 2025**

**CALL TO ORDER**

Mayor David Ford called the meeting to order at 7:01 P.M.

**COUNCIL AND STAFF ATTENDANCE**

Attendance Mayor David Ford; City Council President Storr Nelson; City Councilor David Hinson, Michael Caruso, Bryan Weil and Tim Weaver. Absent: Councilor Alex Chiper.

Staff Attendance: Acting City Administrator / Fire Chief, Brandon Hamilton; City Attorney, Ashley Wigod and Administrative Assistant / Assistant City Recorder, Kenzie Nagel.

Public Attendance:

Pete Donor, 780 SE Locust Street and Rob Daykin, 720 SW Scotsman Court.  
Via Zoom: Bethany Caruso, 179 SW 9<sup>th</sup> Street.

**AGENDA CHANGES**

City Atty. Wigod suggested adding an agenda item pertaining to the review and approval of water rights applications – 5.3 under old business.

**PUBLIC COMMENT**

Rob Daykin approached to ask Council to move quicker on the 9<sup>th</sup> and Alder Street LID's. He provided background on bidding, loans, urban renewal and revenue pertinent to the budget general fund. A brief discussion ensued.

**CONSENT AGENDA**

**Motion to approve the Consent Agenda**

Motion: C. Nelson

Second: C. Caruso

Vote: C. Hinson, C. Weil, C. Weaver, M. Ford

**OLD BUSINESS**

**RESOLUTION NO. 2025-16; APPOINTMENT OF INTERIM CITY ADMINISTRATOR**

This agenda item was removed and will be brought forward for discussion and approval at the next meeting. M. Ford noted that the resolution will include a pay increase and formally appoint Brandon Hamilton as Interim City Administrator. M. Ford also expressed interest in scheduling a meeting next week, with a date to be determined later in the meeting.

## **UPDATE ON DISCUSSION ITEMS FROM AUGUST 12, 2025, CC WORK SESSION**

Acting C.A. Hamilton provided a brief update on several projects previously discussed at the August 12<sup>th</sup> meeting. This included the PFAS Feasibility Study, the wastewater treatment plant blower project and its extension to October for completion, and the 5<sup>th</sup> Street waterline easement, which is ready for signature for CPRD. A brief discussion followed regarding the 5<sup>th</sup> Street easement. City Atty. Wigod then gave a brief update on Urban Renewal. Acting C.A. Hamilton also reported that the city newsletter is scheduled for publication the first week of October. He noted that while the City's server is nearing the end of its life, its condition is not as concerning as initially thought. He explained that the archived data was stored on the server, while all other data is housed in various other locations. He advised this should remain on the City's radar moving forward. M. Ford reverted to the budget, noting that the City is preparing to close out the fiscal year. He suggested reviewing the prior year's audit and expenditures, then comparing those figures to the recently adopted budget with its adjustments. It was recommended that this be reviewed with the budget task force in coordination with Acting C.A. Hamilton. A brief discussion followed.

M. Ford inquired about an update on the cartridges. Acting C.A. Hamilton responded that he would provide additional information at a future meeting.

### **REVIEW AND APPROVAL OF WATER RIGHTS APPLICATIONS**

City Atty. Wigod provided an update on two water rights applications and the three submitted extensions. A brief discussion followed.

**ACTION: Motion to Direct the City Administrator and Consultant CWMH2O to Work with Legal Counsel to Make Minor Modifications to the Water Rights Applications and Submit the Applications to the Oregon Water Resources Department.**

Motion: C. Nelson

Second: C. Weaver

Vote: C. Caruso, C. Weil, C. Hinson, M. Ford

### **NEW BUSINESS**

#### **CITY ADMINISTRATOR RECRUITMENT**

This agenda item was removed and to be discussed and approved at a future meeting.

#### **SOLICITING AND EXECUTING CITY CONTRACTS – BEST PRACTICES**

City Atty. Wigod explained that, in response to an inquiry at the previous meeting regarding best practices for solicitation, she prepared a list to assist with the hiring of the next City Administrator. A brief discussion followed. A detailed report was included on page 10 of the agenda packet.

## **COUNCIL CONCERNS AND COMMITTEE REPORTS**

- C. Caruso said he went to the county dinner, he also addressed the sidewalk on 9<sup>th</sup> Street. He also mentioned that the wayfinding project got wine barrels, and a press release would soon be going out and if council members knew of any artists that would like to potentially get their work on one of the barrels, to contact Bethany Caruso. He then mentioned the email from Pete Donor regarding the Fortune Park to address
- C. Weil mentioned the uptick in business due to harvest season

## **MAYOR'S REPORT**

- M. Ford mentioned the building over by 9<sup>th</sup> Street completely down
- He would like to schedule a special meeting for next week; after a brief discussion, a meeting was scheduled for September 9<sup>th</sup> at 6:30 P.M.
- Noted getting an update regarding the old school property and scheduling a Urban Renewal meeting and reaching out to CPRD

## **CITY ADMINISTRATOR'S REPORT**

- He stated that two vehicles have been deployed to the Central Oregon fires
- The city has started to receive payments for conflagration trips so far this year, in the amount of approximately \$150,000
- The audit plan of action has been submitted to the state.
- The paint and cone are temporary to grind off the lip on sidewalk that has lifted on 9<sup>th</sup> Street near the market
- There is no construction notice required regarding the work for the Sander Estate Park project; but it could be something to address in the future
- Has addressed the various nuisance complaints

## **PUBLIC COMMENTS**

None.

The meeting was adjourned at 8:22 P.M.

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David Ford, Mayor

Attest:

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Brandon Hamilton, Interim City Administrator

## 2025 Dundee Stats

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Traffic Citations	32	42	72	53	44	46	124	48					461
Written Warnings	10	12	13	7	9	12	56	8					127
Traffic Stops	72	80	118	114	91	105	183	111					874
Motor Vehicle Accidents	7	6	5	5	4	5	3	2					37
Noise Complaints	0	0	1	1	2	0	2	3					9
Adult Arrests	8	6	4	0	5	1	8	2					34
Juvenile Custodies	6	0	0	0	0	0	2	1					9
Behavior Health	1	3	3	1	0	0	4	4					16
DUIs	1	0	1	1	0	0	0	0					3
Calls for Service	72	189	234	239	250	267	356	243					1,850



# Local Government Recommendation – Liquor License

Annual Liquor License Types	
Off-Premises Sales	Brewery-Public House
Limited On-Premises Sales	Brewery
Full On-Premises, Caterer	Distillery
Full On-Premises, Commercial	Grower Sales Privilege
Full On-Premises, For Profit Private Club	Winery
Full On-Premises, Non Profit Private Club	Wholesale Malt Beverage & Wine
Full On-Premises, Other Public Location	Warehouse
Full On-Premises, Public Passenger Carrier	

## Section 1 – Submission – To be completed by Applicant:

### License Information

Legal Entity/Individual Applicant Name(s): Dino Simoni Sr

Proposed Trade Name: Simoni Family Vineyards

Premises Address: 1242 SE Maple St. Unit:

City: Dundee County: Yamhill Zip: 97115

Application Type:  New License Application  Change of Ownership  Change of Location

License Type: Winery (NO-Consumption)  Additional Location for an Existing License

### Application Contact Information

Contact Name: Patti Simoni Phon: [REDACTED]

Mailing Address: 5203 W. Bordeaux Ct

City: Visalia State: CA Zip: 93291

Email Address: [REDACTED]

### Business Details

Please check all that apply to your proposed business operations at this location:

Manufacturing/Production

Retail Off-Premises Sales

Retail On-Premises Sales & Consumption

If there will be On-Premises Consumption at this location:

Indoor Consumption  Outdoor Consumption

Proposing to Allow Minors

### Section 1 continued on next page



# Local Government Recommendation – Liquor License

**Section 1 Continued – Submission - To be completed by Applicant:**

Legal Entity/Individual Applicant Name(s): Dino Simoni Sr

Proposed Trade Name: Simoni Family Vineyards

**IMPORTANT:** You MUST submit this form to the local government PRIOR to submitting to OLCC. Section 2 must be completed *by the local government* for this form to be accepted with your CAMP application.

**Section 2 – Acceptance - To be completed by Local Government:**


**Local Government Recommendation Proof of Acceptance**

After accepting this form, please return a copy to the applicant with received and accepted information

City or County Name: *City of Dundee*      Optional Date Received Stamp

Date Application Received: *Sept. 10, 2025*

Received by: *M. Osborne*



**Section 3 – Recommendation - To be completed by Local Government:**

Recommend this license be granted

Recommend this license be denied (Please include documentation that meets [OAR 845-005-0308](#))

No Recommendation/Neutral

Name of Reviewing Official: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

After providing your recommendation and signature, please return this form to the applicant.

## AGENDA REPORT

**To:** Mayor Ford and City Council

**From:** Brandon Hamilton, Interim City Administrator

**Date:** September 16, 2025

**Re:** Approval of Paving Contract

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### **Background:**

The City of Dundee, has been undergoing a long, arduous process of revitalizing and upgrading 9<sup>th</sup> Street between Hwy 99W and Alder St.

One of the last pieces to be completed is the finish paving around the cement pedestrian islands at the intersection of 9<sup>th</sup> St and Alder St.

Attached are two bids that were solicited for the finishing of the project. There were solicitations for bid back in July from two other firms (Reece Johnson Paving and H&H Paving) and did not receive a bid/quote from either company.

Our new contract engineer solicited these quotes and was able to get these two submitted.

**Motion:** I move to award the 9<sup>th</sup> St and Alder Street finish paving project to Legacy Paving & Construction in the amount of \$14,370 and authorize the Interim City Administrator to sign the contract on behalf of the city.

# ESTIMATE

Legacy Paving & Construction  
LLC  
PO Box 1599  
McMinnville, OR 97128

alexjr@legacypavingllc.com  
+1 (503) 857-8592  
http://legacypavingllc.com



## Bill to

AKS Engineering & Forestry, LLC  
12965 SW Herman Road, Suite 100  
Tualatin, Oregon 97062  
United States

## Estimate details

Project: Dundee 9th/Alder

Estimate no.: 2229

Estimate date: 07/15/2025

Expiration date: 09/19/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>Mobilization</b>		1	\$320.00	\$320.00
2.		<b>Asphalt Patching</b>	Patch work for 9th/Alder  -Includes preparation, grading Excludes Utility adjustments, compaction testing, subgrade must be firm and unyielding. -Legacy Paving & Construction, LLC reserves the right to refuse subgrade/projects that do not meet standards for paving. -Not responsible for designed cross of less than 1% slope.	1	\$9,825.00	\$9,825.00
3.		<b>Speed Bump</b>	Pave Speed Hump	1	\$4,225.00	\$4,225.00
		<b>Subtotal</b>	Subtotal			<b>\$14,370.00</b>

## Note to customer

-Quote Excludes: Surveying, Testing, Pavement Markings, Saw Cutting, Prime Cost, Soil Sterilant, Utility Adjustments & Damage Unknown, Patching of Utilities, Traffic Control, Clean Up fees, Liquidated Damages.

- Acceptance of work Legacy Paving & Construction, LLC is hereby authorized to furnish all materials and labor required to complete the work mentioned above and according to the terms thereof. Interest on any unpaid balance over 30 days from the billing date will be

10/23

charged at 1.5% per month. Legacy Paving & Construction, LLC reserves the right to hold the owner responsible for any damages Legacy Paving & Construction, LLC. may incur through collections of monies owed by the owner(s) and not constricted or limited to the following: reasonable attorney's fees, court costs, interest, and all other legal expenses when pursuing payment by owner/prime contractor.

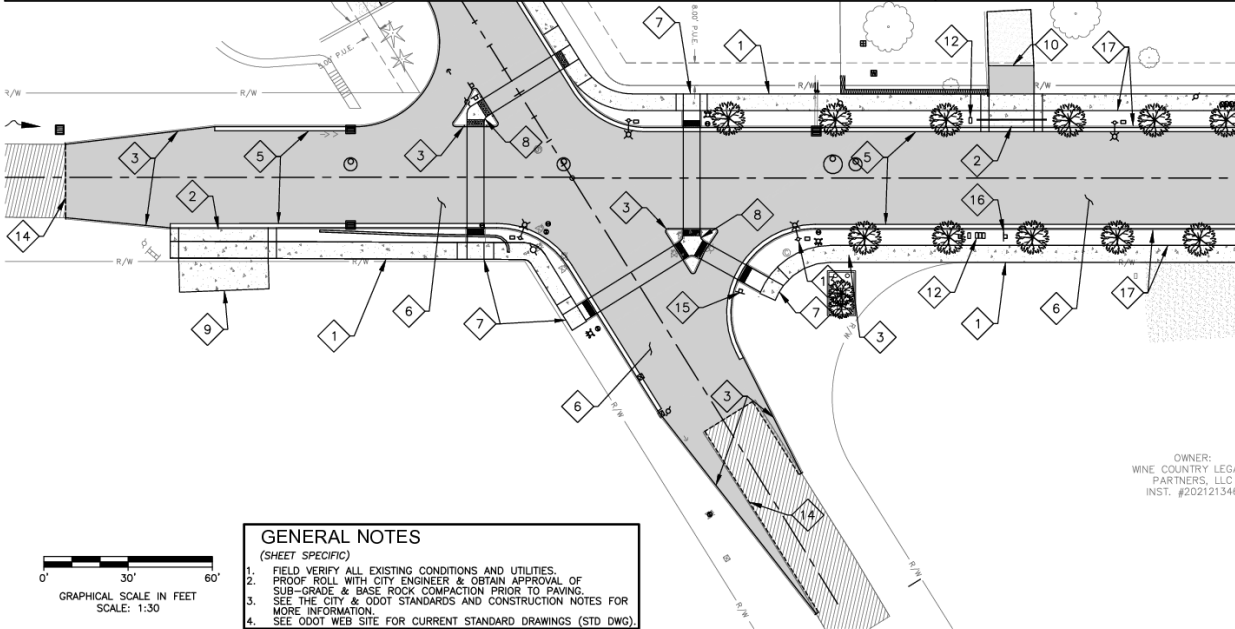
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**Accepted date**

**Accepted by**

# Signature Paving Services, Inc.

- SHEET NOTES**  
(SHEET SPECIFIC)
- 1 CONSTRUCT CONCRETE SIDEWALK PER RD720 - 7199 SF  
AREA INCLUDES CURB RAMPS
  - 2 CONSTRUCT CONCRETE DRIVEWAY PER RD740 OPTION H (2) - 644 SF  
CONNECT TO EXISTING DRIVEWAY
  - 3 INSTALL STREET TREES - 11 EA  
SEE DETAILS ON SHEET 701
  - 4 CONSTRUCT STANDARD CURB PER RD700 - 332 LF  
E = 6"
  - 5 CONSTRUCT 24" CURB AND GUTTER PER RD700 - 1316 LF  
GUTTER PAN SLOPE = 4% & E = 6"
  - 6 SAWCUT, REMOVE & DISPOSE OF EXISTING ACP, BASE & EX MATERIALS  
COMPACT SUBGRADE & PLACE 12" COMPACTED AGG BASE - 26,661 SF  
PLACE 4" LEVEL 2, 1/2" DENSE ACP - 26,661 SF
  - 7 CONSTRUCT PERPENDICULAR CURB RAMP PER RD912 - 4 EA  
INSTALL TRUNCATED DOMES - 80 SF
  - 8 CONSTRUCT ADA LANDING - 2 EA  
INSTALL TRUNCATED DOMES - 80 SF  
1.5% MAX SLOPE; SLOPE TO DRAIN
  - 9 SAWCUT, MATCH GRADE AND CONNECT TO EXISTING CONCRETE DRIVEWAY  
PLACE 4" COMPACTED AB & INSTALL 4" CONCRETE DRIVEWAY - 365 SF
  - 10 COMPACT SUBGRADE & PLACE 4" COMPACTED AGGREGATE BASE  
PLACE 2" LEVEL 2, 1/2" DENSE ACP - 163 SF
  - 11 INSTALL NEW STREET & STOP SIGNS ON PSST - 1 EA  
SIGNS FURNISHED BY CITY  
SEE SHEET 701, STD DWG TM687 & TM688
  - 12 REINSTALL MAILBOXES ON NEW POSTS PER RD101 - 5 EA
  - 13 INSTALL STREET LIGHTS, CONDUITS & JUNCTION BOXES - 4 EA  
PROVIDE ELECTRICAL DESIGN FOR REVIEW AND APPROVAL
  - 14 SAWCUT AND MATCH EXISTING ACP
  - 15 INSTALL STOP SIGNS ON PSST - 1 EA  
SIGNS FURNISHED BY CITY  
SEE SHEET 701, STD DWG TM687 & TM688
  - 16 REMOVE & REINSTALL SPEED SIGN ON PSST - 1 EA  
SEE STD DWG TM687 & TM688
  - 17 INSTALL MULCH & ROOT BARRIER AT ALL PLANTERS  
SEE NOTE 6 SHEET 204



- GENERAL NOTES**  
(SHEET SPECIFIC)
1. FIELD VERIFY ALL EXISTING CONDITIONS AND UTILITIES.
  2. PROOF ROLL WITH CITY ENGINEER & OBTAIN APPROVAL OF SUB-GRADE & BASE ROCK COMPACTION PRIOR TO PAVING.
  3. SEE THE CITY & ODOT STANDARDS AND CONSTRUCTION NOTES FOR MORE INFORMATION.
  4. SEE ODOT WEB SITE FOR CURRENT STANDARD DRAWINGS (STD DWG).

**CITY OF DUNDEE**  
Oregon

CITY OF DUNDEE  
610 SW 9th Street | P.O. Box 170  
Dundee, OR 97115 | Phone: 503.538.1920

REGISTERED PROFESSIONAL  
ENGINEER  
80259PPE  
OREGON  
NOV. 13, 2007  
CATEGORY 5 RE-ED

EXPIRES: 12/31/24

CONSULTANT:  
**Streamline** INC.  
1140 W. 11th St.

PROJECT NUMBER: 23001  
**SW 9th & Alder Streets  
RECONSTRUCTION**

DUNDEE, OR 97115

REVISION:

DRAWN BY: GSR  
ISSUE DATE: DECEMBER 7, 2023  
FILE NAME: Dundee\_SW 9th & Alder\_012023.dwg

OWNER:  
WINE COUNTRY LEGAL  
PARTNERS, LLC  
INST. #202121346

SHEET:  
**SITE PLAN SW  
9TH WEST**

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## ESTIMATE

Thank you for the opportunity to provide the attached proposal. Since 1999 Signature Paving Services has earned a reputation as the premier asphalt and pavement maintenance contractor in NW Oregon and SW Washington. Our focus on perfect work and impeccable customer service has helped us build a company that sets the benchmark for value in the asphalt industry.

**ESTIMATE**

**SIGNATURE PAVING SERVICES  
INC**  
PO Box 268  
Newberg, OR 97132-0268

signaturepaving@hotmail.com  
+1 (503) 554-8553  
signaturepavingservices.com



**Bill to**  
AKS Engineering & Forestry, LLC - Dundee -  
250612  
12965 SW Herman Road Suite 100  
Tualatin, OR 97062

**Ship to**  
AKS Engineering & Forestry, LLC - Dundee -  
250612  
9th and Alder  
Dundee, OR 97114

**Shipping info**  
Ship date: 08/29/2025

**Estimate details**  
Estimate no.: 250612  
Estimate date: 08/29/2025

#	Product or service	Description	Qty	Rate	Amount
1.	<b>R&amp;R</b>	<p>PATCH REPAIR: Sawcut, remove, and recycle asphalt in 2 areas, ranging in size from 737 to 1,563 square feet. Evaluate, fine grade, and compact underlying subgrade. Furnish and install up to 15 tons of additional crushed-rock leveling course (3/4"-0") as required. Furnish and install 4 inches of hot-mix asphalt in two back-to-back lifts totaling approximately 2,300 square feet and finishing flush with adjacent pavement. Sand seal all asphalt butt joints.</p> <p>BOLI wages were used in preparation of this proposal. Traffic control included (bid assumes 3 flaggers, signs, and cones).</p>	1	\$35,000.00	\$35,000.00
2.	<b>SPD BMP</b>	<p>SPEED BUMP NEW: Clean and prepare footprint of proposed speed bump(s). Furnish and apply CSS1 asphalt emulsion binder material. Furnish and install hot-mix asphalt for a speed bump measuring approx. 23 feet wide and 14 feet long.</p> <p>PAVEMENT MARKINGS: Paint speed bump surface per plan or existing layout with traffic-rated marking paint in white. Scope includes - 2 Posts with Speed Bump and Speed 15 mph signs mounted on each post, (landscape mount adjacent to the street), 2 large bump stencils, and directional V's as per the plans.</p>	1	\$19,000.00	\$19,000.00

BOLI wages were used in preparation of this proposal. Traffic Control included (bid assumes 2 flaggers, signs, and cones).

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<b>Total</b>	<b>\$54,000.00</b>
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**Accepted date** 08/29/2025

**Accepted by**

## GENERAL TERMS, CONDITIONS & EXCLUSIONS

**Acceptance:** Execution of this proposal authorizes Signature Paving Services, Inc. to perform the work as specified and in accordance with the following terms. This document constitutes the entire agreement between Signature Paving Services, Inc. and the customer, and no other agreements, written or implied, have been extended by either party.

**Warranty:** All work will be completed in a workmanlike manner according to standard practices. Signature Paving Services, Inc. guarantees the quality of workmanship and materials when exposed to traffic loads within its designed and intended capacity, and when applied to competent substrates for a period of one-year from the date of work.

**Pavement Conditions:** Unless specifically noted to the contrary, this proposal is contingent on the following: private wages; all sub-grade and underlayment is firm, non-yielding, and suitable for the proposed end use and installation process; all adjacent surfaces, structures, fixtures and conditions are complete, functional, and appropriate for the proposed end use and installation process; one mobilization; paving is in a single lift; full equipment access is available; and a proximal and preferential hot mix asphalt plant is in operation at the time of installation. Commencement of asphalt work requires a minimum of 45o F. with negligible wind and no prospect of rain. Positive drainage cannot be guaranteed on grades of 1.5 percent or less. Slopes in excess of 13 percent are not subject to warranty terms. Signature Paving Services, Inc. is not responsible for damages or loss associated with hidden site conditions or hazards.

**Sealcoating Conditions:** Sealcoating is a maintenance product and will enhance the aesthetics of the pavement surface, however, slight color variations and textural differences in the existing asphalt surface may remain. All sprinklers must be turned off one day prior to commencement of work and remain off until one day after work has been completed. An extra charge may be assessed if sprinklers delay or damage the work area. Sealcoat is a single coat application. Commencement of sealcoating work requires a minimum of 60o F. at 9 am with negligible wind and no prospect of rain.

**Exclusions:** Unless specifically noted to the contrary, the following is not included in this proposal: crushed rock/soil import, export, and/or placement, shoulder rock/soil, lay-out and surveying, permits, bonds, licenses, taxes, and fees, density testing, cost to repair soft or failed substrates, cost to repair utility strikes (both private and public) due to incorrectly marked, unmarked, and/or non-compliant installation by others, drainage improvements, demolition, soil sterilant, geo-textile/paving fabric, seal-coating, grinding, saw-cutting, curbing, crack sealing, traffic control, and time to attend pre-project safety meeting/orientation. Please note the following conditions reflect product or material limitations that are beyond our control and are not subject to warranty coverage: delamination of surface treatments due to existing conditions (i.e. pavement friability, organic, petroleum or other residue, underlying sealant or paint flaking), cracks in concrete extruded curbing and flatwork, and settlement of rubberized crack sealant banding.

**Notes/Comments:** Many suppliers are unable to guarantee material and fuel costs in the near term due to volatility in the liquid petroleum market. In keeping with our policy of delivering fair, responsible, and well considered bids, please allow for potential adjustments and/or surcharges in material and fuel costs. You will be notified of any significant cost adjustments before the work begins.

**Terms:** Payment in full upon completion. Past due amounts are subject to service charges of up to 1.5% per month (18% per annum). Returned checks are subject to a \$35.00 fee. Any alteration or deviation from this scope and these specifications will be executed only upon written orders, and may become an extra charge over and above the estimate. Final billing will be based on actual field quantities if modified (the quantities noted should be considered minimums). In the event weather conditions, acts of God or other occurrences and/or conditions beyond the reasonable control of Signature

Paving Services, Inc. prevent substantial completion of the contracted work, contractor is entitled to submit and receive payment for partial billing statements reflecting the portion of the work performed. In the event suit or action is necessary to enforce any of the terms or conditions of this agreement, then the prevailing party shall receive from the non-prevailing party all of the prevailing party's court costs and attorney fees, including all such costs and fees resulting from an appeal. Signature Paving Services, Inc. reserves all construction lien and bond claim rights until final payment is received. This proposal is contingent on mutually acceptable contract and scheduling terms.

**Residential Consumer Notification:** If you are a residential customer, please note the following attachments: *Consumer Protection Notice, Information Notice to Owner About Construction Liens, and Notice of Procedure*. As a service to our valued customers and in accordance with Oregon Revised Statute 701, these documents are provided with all residential construction proposals exceeding \$2,000.00. Please notify us prior to executing this document if you have not received all of these publications.

## AGENDA REPORT

**To:** Mayor Ford and City Council

**From:** Brandon Hamilton, Interim City Administrator

**Date:** September 16, 2025

**Re:** Approval of Owner Advisor Services Contract for the Vinyard Water Tank Repair

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### **Background:**

The City's domestic "Vineyard Water Tank" is leaking around the discharge port in the center of the bottom of the tank. It is leaking into the ground and not cost effective to repair due to excavation and scope of work being done.

PSE Engineering has completed an inspection of the tank utilizing divers, and has recommended a fix, which entails sealing off the leaking discharge and installing a new discharge on the side of the tank at just above ground level, which will create an accessible area for future maintenance/repairs, should it be necessary.

The city does not have the capabilities to administer and oversee this project. The previous City Administrator solicited a quote from Kennedy Jenks to serve as the Owner Advisor for this project. The scope of their work entails: Developing the front-end contracting documents to go out to public bid, managing the bidding and contracting period, and administering the construction contract between the city and the contractor.

The proposed contract is for time and materials, *"Not to exceed \$40,000."*

**Motion:** I move to award Kennedy-Jenks the Owner Advisor Services Contract for the Vineyard Water Tank Repair, not to exceed \$40,000, and to authorize the Interim City Administrator to sign and execute the contract on behalf of the city.

9 July 2025

Mr. Steve Dahl  
City Administrator  
City of Dundee, Oregon  
620 SW 5<sup>th</sup> Street  
P.O. Box 208  
Dundee, Oregon 97115

Subject: Proposal for Owner Advisor Services  
Technical Guidance for Dundee 200KG Steel Tank Inlet Modifications  
KJ Project Number 1776010.30

Dear Mr. Dahl:

We are pleased to submit this proposal for providing Owner's Advisor services for the 200KG Steel Tank Inlet Modifications project. Recently the City of Dundee (City) contracted with PSE Engineering for completion of repair modifications to the existing 200KG tank. The City now desires to bid the project for repair this fall. The scope of services for the PSE contract did not include bidding or construction services. Under this proposed scope of work, Kennedy Jenks, Inc. (Kennedy Jenks) will serve as the Owner's Advisor to develop the front-end contracting documents so they can be publicly bid, manage the bidding and contracting period, and administer the construction contract between the contractor and the City. In this role, Kennedy Jenks will function as the Owner's Advisor to support the repair project, and PSE will continue to serve as the Engineer of Record. The following scope of services provides a summary of the Owner's Advisor services for Kennedy Jenks.

The project will be completed in four tasks as follows:

- Task 1: Project Management
- Task 2: Contracting and Bidding Services
- Task 3: Construction Administration

## **Scope of Services**

### **Task 1: Project Management**

This task includes project administration and coordination activities.

### **Task 1.1: Project Set-up, Invoicing, and Progress Reports**

Provide project administration related to schedule, budget, and scope management. This task includes communication of project activities with the City, project-setup, monthly invoicing, and monthly progress reports.

### **Task 1.2: Project Kick-Off Meeting**

The purpose of the Project Kick-off Meeting is to review the Scope of Work and Project Schedule, discuss the communication plan for coordinating the various elements of the Project, and any goals exclusive to the Scope of Work. The meeting will include Kennedy Jenks' project manager and project engineer, the City's project manager, and whomever else the City would like to attend. The meeting will take place virtually on Microsoft Teams.

### **Task 1.3: Project Coordination**

Project coordination includes phone calls with the City's project manager, twice per month for 30 minutes. Topics will include work progress, schedule, and budget. Additional regular communication with the City's project manager will be done by phone and email to coordinate project activities. In addition, Kennedy Jenks' Project Manager will regularly communicate with Kennedy Jenks project team members to support delivery of the project.

#### **Deliverables:**

- Monthly invoices and phone/email coordination with the City.
- Project kickoff meeting agenda and minutes, pdf

### **Task 2: Contracting and Bidding Services**

#### **Kennedy Jenks Task 2.1: Bidding Specifications**

Kennedy Jenks will develop eighteen (18) non-technical Division 00 and Division 01 specifications necessary to publicly bid the project. The specifications will include bidding information, summary of work, price and payment procedures, submittals, and contract closeout, and the contract agreement. Kennedy Jenks will produce a draft specification book and submit to the City for review and comment. After the City's review comments are received, Kennedy Jenks will revise the specifications and submit the final set for bidding.

#### **Deliverables**

- One draft bid specification book in PDF
- One final bid specification book in PDF

## Assumptions

- Division 00 and Division 01 specifications include the EJCDC based Contract Agreement will use Kennedy Jenks standard specifications.
- No technical specifications are necessary. All technical requirements of the repair project are provided by PSE on the drawings PSE has delivered to the City.

## Task 2.2: Bid Support

This task includes services necessary to facilitate a public bid of the project prior to and during the bidding process.

Provide support during the bidding phase including the following:

- Facilitate publishing of bid documents
- Provide administration during the bidding period by intaking any addendum questions submitted by prospective contractors, seeking input and responses from PSE, and preparing addenda up to one week prior to bid closing date. Content of responses to be prepared by PSE as the EOR. Kennedy Jenks to facilitate delivery of the addenda.
- Review bidder quotes.
- Develop a recommendation to award for the City council based on review and findings of the bid analysis.
- Coordinating and supporting contract execution.

## Deliverables

- One electronically submitted addenda, one week prior to bid closing date.
- Electronically submitted recommendation for award letter.

## Assumptions

- Technical responses to bidder questions are provided by PSE.

## Task 3: Construction Administration

Engineering services during construction to include the following:

- Review, comment, and approve construction submittals (assume 10 submittals) within ten (10) business days. In cases where the contractor has taken exception to the project requirements, Kennedy Jenks will seek input and approval on the submittal from PSE.
- Respond to requests for information (RFIs) and clarifications that may result from contractor questions during construction within seven (7) business days (assume 10 RFIs). Coordinate with EOR for technical responses to RFIs.

- Review and recommend approval to the City of potential Contractor change orders. Prepare Owner directed change order scope documents, review the Contractor’s proposed pricing and contract time changes, and provide recommendations to the City. One change order review is assumed.
- Review Contractor’s monthly progress payment requests and recommend approval to the City. Three monthly progress payments are assumed.
- Kennedy Jenks’ Project Engineer will make four site visits during active construction. These are assumed to be made every other week during two months of active construction and align with the bi-weekly construction meetings. The purpose of the site visit is to support coordination between construction documents and work being completed onsite. During the construction meeting, Kennedy Jenk’s project manager will attend virtually using Microsoft Teams, or similar.
- Provide a reasonable degree of day-to-day and periodic communication and associated coordination with City staff to keep staff apprised of construction progress and of any issues that may impact project cost or schedule.

**Assumptions**

- Technical responses to submittals, requests-for-information, or field directives are not included by Kennedy Jenks. PSE will maintain EOR status and will provide technical input as necessary.
- Construction observation and inspection services are excluded.
- A total of 4 site visits with construction meetings will be used during the project.

**Schedule**

- For purposes of this scope of work, the project is assumed to be 18 weeks in duration with 8 weeks of active construction. An approximate project schedule is included below.

	7-Jul	14-Jul	21-Jul	28-Jul	4-Aug	11-Aug	18-Aug	25-Aug	1-Sep	8-Sep	15-Sep	22-Sep	29-Sep	6-Oct	13-Oct	20-Oct	27-Oct	3-Nov	10-Nov
Contracting and Bidding Services																			
Draft Bidding Specs																			
City Review																			
Final Bidding Specs																			
Bid Period																			
Contracting																			
Construction																			
Project Closeout																			

**Budget**

The proposed budget for this scope of work is a time and materials, not-to-exceed cost of \$40,000

Mr. Steve Dahl  
City of Dundee, OR  
9 July 2025  
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**Terms and Conditions**

This proposal is based on current projections of staff availability and costs and, therefore, is valid for 90 days following the date of this letter.

To assure a clear understanding of all matters related to our mutual responsibilities, the current Professional Service Agreement between the City of Dundee and Kennedy Jenks, dated April 2025 are made a part of our agreement. We have found these terms to be appropriate for use with agreements for the provision of engineering and scientific services, and accordingly, should any conflict exist between the attached terms and the form of any purchase order or confirmation issued, the terms of this proposal and the attached Standard Conditions shall prevail in the absence of our express written agreement.

If this proposal meets with your approval, please sign where noted below and return a copy to our office to serve as our authorization.

Thank you for considering us for this work. We look forward to working with you.

Very truly yours,

KENNEDY/JENKS CONSULTANTS, INC.



Michael Humm  
Vice President

**AUTHORIZATION:**

CITY OF DUNDEE

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Enclosures

cc: Allison Lukens

**Proposal Fee Estimate**

CLIENT Name: City of Dundee

PROJECT Description: OA Services - Reser

Proposal/Job Number: \_\_\_\_\_

January 1, 2025 Rates	Humm	Peta	Dass	Atkinson		KJ	KJ	KJ	KJ				
Classification:	Eng-Sci-7	Eng-Sci-4	Project Assistant	Admin. Assist.	Total	Labor	Assoc. Proj. Costs	ODCs	ODCs Markup	Total Labor	Total Expenses	Total Labor + Subs + Expenses	
Hourly Rate:	\$270	\$200	\$150	\$133	Hours	Fees	\$5.00	Fees	10%			Fees	
<b>Phase 1000 - Project Management (PM)</b>													
<b>01 PM - Project Setup, Invoicing, and Progress Reports</b>	7	13	8	0	20	\$3,810	\$100	\$0	\$0	\$3,910	\$0	\$5,830	
01 Project Setup, Monthly Reports, Invoicing	2	8	8		18	\$3,340	\$90		\$0	\$3,430	\$0	\$3,430	
02 Project Kickoff Meeting	1	1	0	0	2	\$470	\$10	\$0	\$0	\$480	\$0	\$480	
External	1	1			2	\$470	\$10		\$0	\$480	\$0	\$480	
03 Project Coordination	4	4			8	\$1,880	\$40		\$0	\$1,920	\$0	\$1,920	
<b>1000 - Subtotal</b>	7	13	8	0	28	\$5,690	\$140	\$0	\$0	\$5,830	\$0	\$5,830	
<b>Phase 2000 - Contracting and Bidding Services</b>													
<b>01 Bidding Specifications</b>	4	24	0	4	32	\$6,412	\$160	\$0	\$0	\$6,572	\$0	\$6,572	
01 General Specs	4	24		4	32	\$6,412	\$160		\$0	\$6,572	\$0	\$6,572	
<b>02 BID Support</b>	3	24	5	0	18	\$3,540	\$90	\$0	\$0	\$6,520	\$0	\$6,520	
01 Publish Bid Docs		4	2		6	\$1,100	\$30		\$0	\$1,130	\$0	\$1,130	
02 Addendum (1)	2	8	2		12	\$2,440	\$60		\$0	\$2,500	\$0	\$2,500	
03 Review Bid Quotes		2			2	\$400	\$10		\$0	\$410	\$0	\$410	
04 Award Recommendation		2	1		3	\$550	\$15		\$0	\$565	\$0	\$565	
05 Coordination during Bid Period and Contracting Period	1	8			9	\$1,870	\$45		\$0	\$1,915	\$0	\$1,915	
<b>Phase 2000 - Subtotal</b>	7	48	5	4	64	\$12,772	\$320	\$0	\$0	\$13,092	\$0	\$13,092	
<b>Phase 03000 - Construction Administration</b>													
<b>01 Construction Admin</b>	6	44	0	6	56	\$11,218	\$280	\$0	\$0	\$20,939	\$0	\$21,077	
01 Submittals (10)	2	20		2	24	\$4,806	\$120		\$0	\$4,926	\$0	\$4,926	
02 RFIs (10)	2	20		2	24	\$4,806	\$120		\$0	\$4,926	\$0	\$4,926	
03 Change Orders (1)	2	4		2	8	\$1,606	\$40		\$0	\$1,646	\$0	\$1,646	
04 Monthly Progress Payments (3)	1	6		2	9	\$1,736	\$45		\$0	\$1,781	\$0	\$1,781	
05 Bi-Weekly Construction Meeting (assume 4)	4				4	\$1,080	\$20		\$0	\$1,100	\$0	\$1,100	
06 Site Visit (assume 4)		32			32	\$6,400	\$160	\$125	\$13	\$6,560	\$138	\$6,698	
<b>Phase 3000 - Subtotal</b>	11	82	0	8	101	\$20,434	\$505	\$125	\$13	\$20,939	\$138	\$21,077	
<b>Phase 06000 - ESDC</b>													
<b>All Phases Total</b>	25	143	13	12	193	\$38,896	\$965	\$125	\$13	\$39,861	\$138	\$39,999	