



CITY OF DUNDEE CITY COUNCIL MEETING

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.

AUGUST 20, 2024, 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, July 16, 2024 Pages 3-6
 - 4.2 City Council Minutes, August 6, 2024 Pages 7-10
 - 4.3 Police Report Ending July 2024 Pages 11

Action Requested: Motion to Accept the Consent Agenda
5. OLD Business:
 - 5.1 Ordinance 587-2024, Comcast Franchise Fee Agreement Pages 12-34
Action Requested
 - 5.2 Approval of Union Agreement Pages 35
Action Requested
6. New Business
 - 6.1 Building Fee Increase Pages 36-44
Discussion
 - 6.2 Engineering Fee Increase Pages 45-51
Discussion
 - 6.3 Water Tank Issue Pages 52
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

Pending Business:

1. Public Works
 - 1.1 Water Management and Conservation Plan Update
 - 1.2 CIPP Improvement-First Year Completed/More in 2023
 - 1.3 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
 - 2.6 Psilocybin Ordinance

3. City Council
 - 3.1 Update SDC Methodologies
 - 3.2 Riparian Protection Regulation
 - 3.3 Storm Drain Master Plan Update

4. Parks & Trails
 - 4.1 WWTP Nature Park
 - 4.2 Riverside District Neighborhood Parks
 - 4.3 Restroom at tipsu palach Park
 - 4.4 Build out of tipsu palach Park

5. Next Available Ordinance & Resolution No's.
 - 5.1 Ordinance No. 588-2024
 - 5.2 Resolution No. 2024-16

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
July 16, 2024**

CALL TO ORDER

Mayor David Russ called the meeting to order at 7:00 P.M.

COUNCIL AND STAFF ATTENDANCE

Attendance Mayor David Russ; City Councilors Bruce Starr (7:21 P.M.), Tim Weaver (7:01 P.M.), David Ford, David Hinson and Jeannette Adlong. Via Zoom: City Council President Storr Nelson.

Staff Attendance: City Administrator, Steve Dahl; City Attorney, Matthew Kahl; City Planner, Doug Rux; Administrative Assistant, Melody Osborne and Administrative Assistant/City Recorder, Kenzie Nagel.

Public Attendance:

Alex Chiper, 520 SW 5th Street.

AGENDA CHANGES

Resolution No. 2024-11.

PUBLIC HEARING

Mayor Russ opened the public hearing and began by reading the statement of interest into the record. He asked if there were any declarations of ex-parte, bias, or conflict of interest from the Councilors. There were no declarations. There were also no objections to the jurisdiction.

City Planner, Doug Rux approached Council and began summarizing the staff report for the record. A detailed report was provided starting on page three of the agenda packet. A lengthy discussion ensued regarding monitoring and maintenance requirements. C.E. Reid noted that on page 42 of the agenda packet, in Section 7, the year should reflect two years instead of one. Rux also noted some minor grammatical errors within the staff report. Concluding the staff report, M. Russ inquired whether this public hearing would need a second hearing. City Atty. Kahl said that another public hearing wouldn't be necessary and can start the approval process and be read through a second meeting to approve the Ordinance pertaining to this topic.

ACTION: Motion to an Ordinance Approving a Development Code Amendment for Riparian Corridor Standards to Section 17.202.020 Allowed Uses, Section 17.202.030 Lot and Development Standards by Zoning District, Chapter 17.204 Overlay Zones, Section 17.401.010 Purpose and Applicability, and Section 17.501 Definitions.

Motion: C. Ford
Second: C. Nelson

C. Ford mended his motion to include the amended staff report pertaining to the year change on page 42 of the agenda packet and any grammatical errors.

Vote: Unanimous in favor

PUBLIC COMMENT

None.

CONSENT AGENDA

Motion to approve the Consent Agenda

5.1 City Council Minutes, July 2, 2024

5.2 Police Report Ending June 2024

ACTION: Motion to approve the Consent Agenda with the agenda change of the addition of Resolution No. 2024-11.

Motion: C. Adlong
Second: C. Ford
Vote: Unanimous in favor

OLD BUSINESS:

TOURISM PROJECT COORDINATOR APPROVAL

ACTION: Motion to Approve the Request for Proposal for Tourism Project Manager.

Motion: C. Adlong
Second: C. Starr
Vote: Unanimous in favor

NEW BUSINESS:

ORDINANCE 586-2024, AMENDMENT TO THE DEVELOPMENT CODE

Ordinance 586-2024 was presented at the first reading during the public hearing.

LAND USE FEE INCREASE

C.A. Dahl explained that the city was looking to increase the land use and Type B engineering fees. He reiterated the report provided on page 148 of the agenda packet. C.A. Dahl also noted that city staff, Melody Osborne was available and present to answer any questions Council may have; discussion ensued about different avenues of permitting application fees. C. Starr inquired about short-term rental application fees. Osborne explained the financial process for short-term rentals. C. Ford inquired about Terrain's application process and Osborne confirmed that Terrain has had multiple reapplications due to multiple changes. C.A. Dahl asked that Council read through the report and email him regarding any concerns or questions they may have and would bring it back for approval at the next meeting. C. Ford asked if this fee increase would benefit the budget; to which C.A. Dahl noted that it would but not by much, approximately a 2 or 3% increase.

RESOLUTION NO. 2024-11

C.A. Dahl explained that he would like to be able to get more traffic into the City of Dundee versus the bypass and applying for the Oregon Transportation and Growth Management (TGM) grant would allow that to happen. He stated that while there was no guarantee of the grant being successful, having support from the Council would play a crucial role.

ACTION: Motion to approve Resolution No. 2024-11, A Resolution Supporting an Application to the Transportation and Growth Management Program for a Code Assistance Grant to Update the City of Dundee's Transportation System Plan and Address Issues Concerning New Development Within the City.

Motion: C. Weaver
Second: C. Starr
Vote: Unanimous in favor

C. Adlong noted the "ands" with periods, should be fixed; a quick discussion followed.

COUNCIL CONCERNS AND COMMITTEE REPORTS

- C. Hinson inquired about when the school zone signs would be taken out on 5th Street and the highway would be moved to the new school area. C.A. Dahl noted that ODOT would be overseeing the removal and putting back up around the new property.
- C. Adlong asked about the property across from the old school; what would be built on that corner. C.A. Dahl said potentially a shopping center.
- C. Ford noted that the property on 9th Street finally got mowed. He then asked C.A. Dahl if there was an update regarding the old school property; a brief discussion ensued.

MAYOR'S REPORT

None.

CITY ADMINISTRATOR'S REPORT

- C.A. Dahl received an email from Fire Chief Hamilton that he has been taken out of one area of fires and moved to another area: along with two firefighters out on the fires as well.
- Saj Jivanjee signed his development agreement
- Spoke to Tim Hinckle with GSI Water Solutions regarding water rights
- The new school will be open for teachers on August 15th or 16th and officially open for the upcoming school year in September; the only thing that will be needed to work on is vegetation.

PUBLIC COMMENT

None.

EXECUTIVE SESSION

The Council met in Executive Session in accordance with ORS 192.660 (2) (d) to conduct deliberations with persons designated by the governing body to negotiate labor transactions.

The Council met in Executive Session in accordance with ORS 192.660 (2) (f) to consider information or records that are exempt by law from public inspection.

The City Council did not reconvene, and the Executive Session was adjourned at 9:00 P.M.

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

David Russ, Mayor

Attest:

Steve Dahl, City Administrator/Recorder

**City of Dundee
City Council Meeting Minutes
August 6, 2024**

CALL TO ORDER

Mayor David Russ called the meeting to order at 7:00 P.M.

COUNCIL AND STAFF ATTENDANCE

Attendance Mayor David Russ; City Council President Storr Nelson; City Councilors Bruce Starr, Tim Weaver, David Ford. Via Zoom: David Hinson. Absent: Jeannette Adlong.

Staff Attendance: City Administrator, Steve Dahl; City Attorney, Matthew Kahl; Public Works Superintendent, Chuck Simpson; City Planner, Doug Rux and Payroll & Accounting, Melissa Lemen.

Public Attendance:

Alex Chiper, 520 SW 5th Street and Peter Donor, 780 SE Locust Street.

AGENDA CHANGES

Removal of New Business Item 6.2 – Approval of Master Service Agreement for Audit.

PUBLIC COMMENT

None.

CONSENT AGENDA

Motion to approve the Consent Agenda

4.1 City Council Goals

C. Ford asked to remove item number 4.2 be removed from the consent agenda as it was not fully accurate.

ACTION: Motion to approve the Consent Agenda with Financial Report be removed.

Motion: C. Starr

Second: C. Nelson

Vote: Unanimous in favor

OLD BUSINESS:

ORDINANCE 856-2024 AMENDMENT TO THE DEVELOPMENT CODE

City Planner Doug Rux approached Council explaining that Ordinance 856-2024 required amendments due to recent updates from DEQ. He also noted various sections that City Atty. Kahl noted needed to

be revised. The ordinance was also updated to reflect the correct date; discussion followed.

ACTION: Motion to approve Ordinance 586-2024, Amendment to the Development Code.

Motion: C. Starr
Second: C. Ford
Vote: Unanimous in favor

RESOLUTION NO. 2024-12, INCREASE IN LAND USE FEES

C.A. Dahl explained that following the July 16th City Council meeting, it was recommended that the city implement a land use fee application. A detailed report was provided on page 169 of the agenda packet. C. Starr inquired about the percentage increase and comparative data of this fee in surrounding areas; discussion ensued.

ACTION: Motion to accept Resolution 2024-12, Establishing the Land Use Application Fee Schedule and Repealing Resolution 2021-11.

Motion: C. Weaver
Second: C. Nelson
Vote: 1 – nay (Starr) and 5 – in favor

NEW BUSINESS:

RESOLUTION NO. 2024-14, AMENDING RESOLUTION NUMBERS

C.A. Dahl noted that duplicate resolutions were created for Resolutions 2024-05 and 2024-06. These resolutions would be distinguished by labeling them as “A” and “B”.

ACTION: Motion to approve Resolution 2024-14, Correcting Resolution Numbering.

Motion: C. Starr
Second: C. Nelson
Vote: Unanimous in favor

SURPLUS OF DITCH WITCH HYDRO EXCAVATOR

C.A. Dahl explained that following the acquisition of the new surplus Ditch Witch hydro excavator, he requested placing the 2006 hydro excavating trailer for sale starting at \$25,000. Public Works Superintendent Chuck Simpson then approached Council, expressing his gratitude for approving the purchase of the hydro excavator.

ACTION: Motion to Surplus the Ditch Witch Hydro Excavator.

Motion: C. Ford
Second: C. Nelson
Vote: Unanimous in favor

WWTP BACKUP GENERATOR MAINTENANCE SERVICE AGREEMENT

The service agreement was provided on page 194 of the agenda packet. Superintendent Simpson explained that a maintenance renewal agreement was needed as the previous agreement has surpassed the signing authorization. It was noted that this agreement was for a three-year term; discussion ensued.

ACTION: Motion to Approve WWTP Backup Generator Maintenance Service Agreement.

Motion: C. Ford
Second: C. Starr
Vote: Unanimous in favor

SEWER REPAIR CHANGE ORDER

City Engineer, Greig Reid provided a brief update for the upcoming sewer work along Hwy 99W and the night work that would ensue. A detailed report was provided on page 202 of the agenda packet.

ACTION: Motion to Approve Change Order #1 to Correct the Pipe Sizes to be Repaired and Add Additional Repair at an Additional Cost of \$40,440.

Motion: C. Ford
Second: C. Weaver
Vote: Unanimous in favor

COUNCIL CONCERNS AND COMMITTEE REPORTS

- C. Ford inquired about the audit proposal, specifically questioning the total amount and how it compared to the budgeted amount.
- C. Ford requested an update on 9th Street. The City Engineer responded that they were still waiting on Ziplly. Discussion followed.
- C. Ford inquired about the financial report, noting discrepancies between budgeted amounts and year-end balances. He requested a review to address those differences.
- C. Ford also noted that the 2024/2025 budget was not yet available on the website. C.A. Dahl confirmed that Melody uploaded it to the website earlier this afternoon.

MAYOR'S REPORT

M. Russ requested a direct contact for Ziply and encouraged Council members to reach out individually to express their concerns regarding the 9th Street project. He also expressed his budget concerns, urging the collection of specific issues and documentation related to the budget.

CITY ADMINISTRATOR'S REPORT

- C.A. Dahl provided an update on the RFP pertaining to the Tourism project coordinator
- Walking map of Dundee in mail folders
- TGM Grant has been submitted
- An ADA parking study is in progress
- Discussion with Jivanjee regarding his project staying within code
- Psylocibin city ordinance discussed
- Goal setting scheduling – questionnaire will be sent out to Council

PUBLIC COMMENT

None.

EXECUTIVE SESSION

The Council met in Executive Session in accordance with ORS 192.660 (2) (d) to conduct deliberations with persons designated by the governing body to negotiate labor transactions.

The Council met in Executive Session in accordance with ORS 192.660 (2) (f) to consider information or records that are exempt by law from public inspection.

The City Council did not reconvene, and the Executive Session was adjourned at 8:43 P.M.

The meeting was adjourned at 8:43 P.M.

David Russ, Mayor

Attest:

Steve Dahl, City Administrator/Recorder

2024 Dundee Stats

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Traffic Citations	19	34	60	49	41	48	57						308
Written Warnings	7	21	16	10	14	9	11						88
Traffic Stops	40	61	87	63	62	104	154						571
Motor Vehicle Accidents	6	7	3	2	5	10	4						37
Noise Complaints	0	2	1	0	3	9	3						18
Adult Arrests	7	4	6	5	8	6	5						41
Juvenile Custodies	0	0	0	0	0	1	0						1
Behavior Health	2	1	3	2	5	2	3						18
DUIs	2	3	1	3	3	1	0						13
Calls for Service	146	167	191	161	202	246	308						1,421

AGENDA REPORT

To: Mayor and City Council
From: Steve Dahl, City Administrator
Date: August 14, 2024
Reason: Franchise Agreement Comcast

Background:

The franchise agreement with Comcast has ended. Since that time, the city attorney has been working on a new agreement.

The highlight of the agreement is for 10 years and keeps the 5% franchise fee intact. The city has the right to request the undergrounding of the line at the franchise cost.

It is suggested that the council open the meeting for public comment.

Motion: I move that the council approve the first reading of Ordinance 587-2024 by title only.

AN ORDINANCE OF THE CITY OF DUNDEE GRANTING A FRANCHISE TO COMCAST OF OREGON II, INC. FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A CABLE SYSTEM

ORDINANCE NO. 587-2024

AN ORDINANCE OF THE CITY OF DUNDEE GRANTING A FRANCHISE TO COMCAST OF OREGON II, INC. FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A CABLE SYSTEM

WHEREAS, pursuant to Dundee Municipal Code Section 12.28.050, the City of Dundee may enter into one or more nonexclusive franchises to construct, operate and maintain utility services the municipal boundaries of the City;

WHEREAS, Comcast of Oregon II, Inc. (“Comcast”) seeks to provide cable services, defined to mean the one-way transmission to subscribers of (1) video programming, or (2) other programming service; and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service, to the City;

WHEREAS, the City and Comcast have negotiated a ten-year franchise agreement whereby Comcast may enter, use, and occupy the City rights-of-way to operate cable service within the City's boundaries; and

WHEREAS, the City has found Comcast meets all lawful requirements to obtain such franchise.

NOW, THEREFORE, THE CITY OF DUNDEE ORDAINS AS FOLLOWS:

Section 1. The City Council of the City of Dundee hereby grants Comcast of Oregon II, Inc. a non-exclusive franchise, including all the terms and conditions as set forth in the franchise agreement attached as Exhibit A..

Section 2. The City Council further authorizes the City Administrator to execute the franchise agreement on behalf of the City.

Section 3. This Ordinance shall take effect on the 30th day after its adoption.

The foregoing ordinance was first read by title only in accordance with Chapter VIII, Section 39(a) of the City Charter on the ___ day of ___, 2024 and duly PASSED and ADOPTED by the City Council this ___ day of ___, 2024.

Approved:

David Russ
Mayor

Attest:

Steve Dahl
City Administrator/Recorder

**CABLE TELEVISION FRANCHISE
AGREEMENT**

BETWEEN

THE CITY OF DUNDEE

AND

COMCAST OF OREGON II, INC.

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SECTION 1
Definition of Terms

For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- A. "Access" means the availability of noncommercial use by various agencies, institutions, organizations, groups, and individuals in the community, including Grantor and its designees, of the Cable System to acquire, create, receive, and distribute video and signals as permitted under applicable law, including, but not limited to:
- "Public Access" means Access where organizations, groups, or individual members of the general public, on a nondiscriminatory basis, are the primary programmers or users having editorial control over the content;
 - "Educational Access" means Access where schools and educational institutions are the primary programmers or users having editorial control over the content;
 - "Governmental Access" means Access where governmental institutions are primary programmers or users having editorial control over the content;
 - "PEG Access" means Public Access, Educational Access, and Governmental Access, collectively.
- B. "Basic Cable" means any service tier that includes the retransmission of local television broadcast signals and any other programming provided by the Grantee.
- C. "Cable Act" means Title VI of the Communications Act of 1934, as amended.
- D. "Cable Service" shall mean (1) the one-way transmission to subscribers of (a) video programming, or (b) other programming service, and (2) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- E. "Cable System" shall mean the Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area and as further defined under Section 602 (7) of the Cable Act.
- F. "FCC" means Federal Communications Commission, or successor governmental entity thereto.
- G. "Franchising Authority" and "Grantor" means the City of Dundee, a municipal corporation, or its duly appointed and/or authorized representative, and all the territory within its boundaries, as such may change from time to time.
- H. "Grantee" means Comcast of Oregon II, Inc., or the lawful successor, transferee, or assignee thereof.
- I. "Gross Revenue" means, and will be construed broadly, to include all revenue, in whatever form and from all sources, derived directly or indirectly by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, consistent with federal and state law, in accordance with Generally Accepted Accounting Principles (GAAP), provided, however that such phrase shall not include: (1) any tax, fee, or assessment of general applicability collected by the Grantee from Subscribers for pass-through to a government agency, including the FCC user fee; (2) unrecovered bad debt; (3) advertising agency commission and launch fees to the extent consistent with GAAP; and (4) franchise fees and any Public, Education, and Government (PEG) amounts received from Subscribers. Gross Revenues shall also not include revenue from any other sources or services unless and until such sources or service is finally, specifically, and expressly declared to be a cable service under federal law or regulation, by Congress or the Federal

Communication Commission.

To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card. Except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the Franchise Area.

- J. "Person" means an individual, partnership, association, joint stock company, trust, corporation, governmental entity, or any other form of organization authorized to do business in the State of Oregon but shall not mean the Franchising Authority.
- K. "Public Way" shall have the meaning specified in the definition of "Right-of-Way" in Section 12.28, Utility Facilities in Public Rights-of-Way, of the Dundee Municipal Code.
- L. "Records" means any written or graphic material, however produced or reproduced, or any other tangible permanent record, to the extent related to the enforcement or administration of this Franchise.
- M. "Service Area" means the legal boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in Section 3.9.
- N. "Standard Installation" is defined as 125 feet from the nearest tap to the Subscriber's terminal.
- O. "Subscriber" means a Person who lawfully receives Cable Service of the Cable System with the Grantee's express permission.

SECTION 2
Grant of Franchise

2.1 Grant

The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System.

Notwithstanding anything to the contrary, any easement for such use which has already been granted by the Franchising Authority to a telephone or other utility company shall to the fullest extent be interpreted so as to grant Grantee the same rights and privileges as have been granted to the telephone or other utility company (the "Other Grants"), to the extent the grant herein does not violate the terms and conditions of the Other Grants or unreasonably interfere with the uses allowed therein. In such easements, the words "telephone" or "telephone company", "public utility" and the like shall to the fullest extent be interpreted to include the Grantee.

2.2 Other Ordinances

The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither the Franchising Authority nor the Grantee may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the Franchising Authority.

2.3 Competitive Equity

A. The Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant one (1) or more additional franchises or other similar lawful organizations to provide Cable Services within the Service Area; provided, the Franchising Authority agrees that, within ninety (90) days of the Grantee's request, it shall amend this Franchise to include any material terms or conditions that it makes to the new entrant, or provide relief from existing material terms or conditions, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include but are not limited to: franchise fees; insurance; system build-out requirements; security instruments; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for competitive entry, so long as the regulatory and financial burdens on each entity are materially equivalent. Video programming services delivered over wireless broadband networks are specifically exempted from the requirements of this section.

B. Notwithstanding any provision to the contrary, at any time that a non-wireless facilities based entity, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of Video Programming within the Service Area without a franchise or other similar lawful authorization granted by the Franchising Authority, then Grantee may seek modification as per (A) above, or the term of the Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date six (6) months from the first day of the month following the date of Grantee's notice.

2.4 Term

The Franchise granted hereunder shall be for an initial term of ten (10) years commencing on the effective date of the Franchise as set forth in Section 8.8, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

2.5 Technological Development Review

Within sixty (60) days of the third anniversary or one of the subsequent anniversaries of the effective date of this Franchise, the Franchising Authority may, but is not required to, conduct a limited review of the Franchise. The purpose of the review shall be to ensure, with the benefit of full opportunity for public comment, that the Grantee continues to effectively serve the public in light of new developments in cable technology together with related developments in cable law and regulation, and community needs and interests--including public, education and government access, and consideration of all financial, technological, and operational impacts that may affect the Grantee. Both the Franchising Authority and Grantee agree to make a full and good faith effort to participate in the review.

If, after completion of the review, the Franchising Authority and Grantee agree that the public interest will be served by modifying certain franchise obligations and/or extending the term of the Franchise, the Franchising Authority, with the express written agreement of the Grantee, shall modify the obligations and extend the term of the Franchise accordingly.

SECTION 3 **Standards of Service**

3.1 Conditions of Occupancy

The Cable System installed by the Grantee is subject to the terms and conditions of Section 12.28, Utility Facilities in Public Rights-of-Way, of the Dundee Municipal Code ("Section 12.28") for the use of the Public Ways. The Cable System installed by the Grantee pursuant to the terms hereof shall be constructed, erected, located, maintained, repaired, replaced, or upgraded pursuant to Section 12.28 so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any such Public Ways. Section 12.28 shall govern any conflict with Franchise terms herein for use of Public Ways. Notwithstanding section 3.1, Dundee Municipal Code Section 12.28 shall only apply to Grantee's Cable Service as defined in this agreement, which is not subject to the privilege tax.

3.2 Restoration of Public Ways

If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way in accordance with applicable ordinances and codes and any permit issued by the Franchising Authority. In the event there is no applicable ordinance, code, or permit, Grantee shall promptly restore the Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance. In the event Grantee fails to restore the Public Way to a condition reasonably comparable to the condition existing immediately prior to such disturbance, the Franchising Authority may restore or cause to restore such Public Way at the expense of Grantee; provided, that the Franchising Authority provides Grantee with reasonable notice to restore, and Grantee fails to restore such Public Way within the time period given by the Franchising Authority.

3.3 Relocation at Request of the Franchising Authority

A. Relocation for Franchising Authority. Upon its receipt of reasonable advance written notice, to be not less than thirty (30) days, the Grantee, at its own expense, shall protect, support, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street

abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by the Franchising Authority which are not used to compete with the Grantee's services. The Grantee shall in all cases have the right of abandonment of its property. Should Grantee fail to remove or relocate any such property by the date established by Franchising Authority, Franchising Authority may effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by Franchising Authority due to Grantee's delay.

B. Relocation by Franchising Authority. Franchising Authority may remove, replace, modify or disconnect Grantee's facilities and equipment located in Public Way or on any other property of the Franchising Authority in the case of fire, disaster, or other emergency, provided that, Franchising Authority shall be responsible for any damage to Grantee's facilities as a result of Franchising Authority's negligence or gross negligence in performing work under this section, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution. Franchising Authority shall attempt to provide notice to Grantee prior to taking such action and shall, when feasible, provide Grantee with the opportunity to perform such action.

3.4 Relocation for a Third Party

The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, disconnect, relocate in or remove from the Public Way as necessary any property of Grantee, provided: (A) the expense of such paid by the Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this Section 3.4, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than one hundred and twenty (120) days for a permanent relocation.

3.5 Trimming of Trees and Shrubbery

The Grantee shall have the authority to trim trees or other natural growth within the Public Ways in order to access and maintain the Cable System, subject to the street tree permit process contained in Section 12.12 of the Dundee Municipal Code.

3.6 Safety Requirements

Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.

3.7 Underground Construction

In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone, communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground. The Franchising Authority shall not incur any cost or expense in the event Grantee is lawfully required by the Franchising Authority to place its distribution facilities underground provided that where funding is provided to other utilities to relocate underground the Grantee shall be entitled to participate in such funding. The Cable System must be installed underground where: (1) all existing utility facilities are placed underground, (2) statute, ordinance, policy, or other regulation of Franchising Authority lawfully requires all such utility facilities to be placed underground, (3) all overhead utility facilities are requested by Franchising Authority to be relocated underground, (4) Grantee is unable to get pole clearance, (5) underground easements are obtained from developers of new residential areas, and (6) utilities are overhead but residents prefer underground (in which case undergrounding to be provided at resident's cost).. All new and existing utility facilities placed or relocated within the Public Way on or adjacent to Highway 99W shall be

located underground except (i) when ground-mounted or aerial facilities are expressly allowed by the Franchising Authority or (ii) when the Franchising Authority determines such underground utility facilities are not reasonable or practical and provides written permission to Grantee.

Cable may be installed above ground where (1) existing wireline cable or telecommunications providers lines are above ground, excluding high voltage electric facilities; (2) Franchising Authority provides written permission to Grantee.

Grantee will use conduit or its functional equivalent on 100% of undergrounding, except for drops from poles, pedestals or vaults to Subscribers' homes and for cable on other private property where the owner requests that conduit not be used. Cable and conduit will be utilized which meets the highest industry standards for electronic performance and resistance to interference or damage from environmental factors. Grantee will use, in conjunction with utility companies or providers, common trenches for underground construction wherever available.

Nothing in this section will be construed to prohibit Grantee from constructing, operating, or maintaining aboveground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment provided that these are placed in a manner consistent with applicable laws, codes, rules, and regulations, heretofore or hereafter adopted.

3.8 Access to Open Trenches

The Franchising Authority agrees to include the Grantee in the platting process for any new subdivision. At a minimum, the Franchising Authority agrees to require as a condition of issuing a permit for open trenching to any utility or developer that (A) the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench, and (B) that the utility or developer provide Grantee with reasonable access to the open trench. Notwithstanding the foregoing, Grantee shall not be required to utilize any open trench.

3.9 Required Extensions of the Cable System

Grantee agrees to provide Cable Service to all residents in the Service Area subject to the density requirements specified in this Section 3.9. Whenever the Grantee receives a request for Cable Service from a Subscriber in a contiguous unserved area where there are at least twelve (12) residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of Grantee's trunk or distribution cable which is to be extended, it shall extend its Cable System to such Subscriber at no cost to said Subscriber for the Cable System extension, other than the published Standard/non-Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

3.10 Subscriber Charges for Extensions of the Cable System

No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 3.9 above, the Grantee shall only be required to extend the Cable System to Subscriber(s) in that area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from Grantee's trunk or distribution cable, and whose denominator equals twelve (12). Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a pro rata basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-Standard Installation charges to extend the Cable System from the tap to the residence.

3.11 Limitation on Free Service.

The parties acknowledge that as of the Effective Date of this Franchise agreement, Grantee continues to provide complimentary services to certain schools, libraries, and public institutions within the Service Area. Franchising Authority and Grantee agree that should Grantee, as provided for by Applicable Laws, may deduct the value of such services from Franchise Fees, such value shall be calculated at Grantee's marginal cost for providing such services, or, in the alternative, Franchising Authority can elect to pay for services at their "marginal cost" value. Grantee shall provide Franchising Authority with one hundred twenty (120) days' prior written notice of its intent to off-set Franchise Fees by the marginal cost value of such services. Grantee agrees not to unfairly or unreasonably discriminate against the Franchising Authority with respect to other Oregon served local franchising authorities, with respect to the costs to be imposed for complimentary services. The Franchising Authority shall have the right to keep the complimentary services and accept the off-set of Franchise Fees, pay for the services, or discontinue the receipt of all or a portion of the complimentary services.

3.12 Emergency Broadcast

In accordance with, and at the time required by, the provisions of FCC Regulations Part 11, Subpart D, Section 11.51, as such provisions may from time to time be amended, Grantee will comply with the Emergency Alert System ("EAS") as provided under applicable FCC regulations, the approved Oregon State EAS plan and local area EAS plan for Yamhill County.

3.13 Reimbursement of Costs

If funds are available to any Person using the Public Way for the purpose of defraying the cost of any of the relocations under Sections 3.3 and 3.4 hereof, the Franchising Authority shall reimburse Grantee in the same manner in which other Persons affected by the requirement are reimbursed by the Franchising Authority. If funds are controlled by another government entity, the Franchising Authority shall make application for such funds on behalf of Grantee.

3.14 System Standards

The Cable System shall meet or exceed all applicable technical and performance standards of the FCC. The Grantee shall also comply with all applicable testing requirements of the FCC. Upon request, Grantee shall advise the Franchising Authority of schedules and methods for testing the Cable System within the Service Area to determine compliance with the provisions of applicable FCC technical standards. Representatives of the Franchising Authority may witness the tests.

Written records of all system tests required to be performed by or for the Grantee shall be maintained at Grantee's business office and shall be available for inspection during Grantee's normal business hours by the Franchising Authority upon written request. Grantee, upon written request of Franchising Authority, shall provide a summary or complete copy of such test results prepared in accordance with FCC rule.

Whenever it is necessary to shut off or interrupt service for the purpose of making repairs or maintaining the Cable System, Grantee shall do so at such times as will cause the least amount of inconvenience to Subscribers, and unless such interruption is unforeseen and immediately necessary, it shall give reasonable notice thereof to Subscribers. Notwithstanding anything to the contrary, Grantee's obligation to provide, replace, construct, maintain or operate the Cable System under this Franchise shall be excused for any period during which such service is prevented or interrupted by causes beyond the control of Grantee including acts of nature, fire, flood, unavoidable casualty, extra-ordinary delays in transportation, strikes or power interruption, or regulations. Cable Service shall thereafter be restored as soon as reasonably possible.

3.15 Customer Service Standards/Complaint Resolution

Grantee shall comply with the customer service standards set forth in Section 76.309 of the FCC's Rules and Regulations, as may be amended from time to time.

Grantee may arrange for a drop box or its equivalent within the city limits of the Franchising Authority where Subscribers may drop or deliver their bill payment for cable service.

Should a Subscriber have an unresolved complaint regarding Cable Service with Grantee, the Subscriber may file a complaint with the Franchising Authority and thereafter to meet or discuss jointly with representatives of the Franchising Authority and Grantee within thirty (30) days of filing the complaint with the Franchising Authority to address and resolve the Subscriber's complaint. For purposes of this paragraph, a "complaint" is a grievance related to the Cable Service provided by Grantee within the Service Area that is reasonably remediable by Grantee, but does not include grievances regarding the content of programming or information services other than broad categories of programming, and does not include customer contacts resulting in routine service calls that resolve the subscriber's problem satisfactorily to subscriber.

3.16 Public, Education, and Government Access

As of the Effective Date of this franchise the Franchising Authority does not currently independently administer or operate a PEG Access channel. If the Franchising Authority and the Grantee, under Section 2.5, agree it is in the best interest of the community to provide a local PEG Access channel; within one hundred and twenty (120) days of receipt of the written request of the Franchising Authority, Grantee agrees to provide the Franchising Authority a PEG Access channel on the Cable System within the Service Area. Upon one hundred twenty (120) days advance written notice by the Franchising Authority, and pursuant to ordinance or resolution passed by the City, Grantee shall provide to the Franchising Authority, for independent administration by the City or its designee throughout the term of the Franchise, one (1) Standard Definition PEG Access channel to be cablecast throughout the Franchise Area. The Parties acknowledge and agree that in order to trigger the right to this PEG Access channel, the Franchising Authority must present to Grantee (i) a budget for funding the PEG Access channel and (ii) a plan to provide a minimum of twenty five (25) hours of locally produced and original programming per week and (iii) demonstrate there is public support and need for the PEG Access channel, including citizen involvement and input. However, a formal community needs assessment study is not required.

The Franchising Authority agrees to indemnify, save, and hold harmless Grantee from and against any and all liability resulting from the use of PEG Access channel by the Franchising Authority or its designee. The Franchising Authority and Grantee acknowledge and agree that any capital costs associated with the PEG Access channel shall be excluded from the calculation of the Franchise Fee.

SECTION 4

Regulation by the Franchising Authority

4.1 Franchise Fee

A. **Franchise Fee.** The Grantee shall pay to the Franchising Authority a Franchise fee equal to five percent (5%) of annual Gross Revenues . In accordance with the Cable Act, the 12-month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year.

B. **Payments.** The Franchise Fee payment shall be computed quarterly and due and payable within forty-five (45) days after the close of the preceding calendar quarter.

C. **Acceptance of Payment.** No acceptance of any payment shall be construed as an accord by Franchising Authority that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim Franchising Authority may have for further or additional sums payable or for the performance of any other obligation of Grantee.

D. **Quarterly Franchise Fee Report.** Each quarterly payment shall be accompanied by a written report, prepared and verified by an authorized representative of the Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the

computation of the payment amount.

E. Annual Franchise Fee Report Grantee shall, upon request by Franchising Authority, furnish to Franchising Authority a statement verified by an authorized representative of the Grantee, stating the total amount of Gross Revenues and all payments, deductions, and computations for the period covered by the payments.

F. Limitation on Franchise Fee Actions. The period of limitation for recovery of any Franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due.

G. Audit/Review. No more frequently than every twenty-four (24) months, upon thirty (30) days prior written notice, Franchising Authority shall have the right to conduct an independent audit or review of Grantee's Records reasonably related to the administration or enforcement of this Franchise. The Franchising Authority may hire an independent third party to audit or review Grantee's financial Records, in which case the Grantee shall provide all necessary Records to third party. All such Records shall be made available in the local offices of the Grantee, or provided in electronic format fully compatible with Franchising Authority's software. If the audit or review show that Franchise fees have been underpaid by five percent (5%) or more, Grantee shall reimburse Franchising Authority the reasonable cost of the audit or review, up to Fifteen Thousand Dollars (\$15,000), in addition to any interest owed on the underpaid amount within thirty (30) days of the Franchising Authority's written demand for underpaid amount and costs.

H. Interest on Late Payments. Payments not received within forty-five (45) days from the quarter closing date or are underpaid shall be assessed interest from the due date at a rate equal to the legal interest rate on judgments in the State of Oregon.

4.2 Rates and Charges

The Franchising Authority may regulate rates for the provision of Basic Cable and equipment, to the extent expressly permitted by federal or state law. Throughout the term of this Agreement, Grantee shall maintain on file with Franchising Authority a complete schedule of applicable rates and charges for Cable Service provided under this Agreement.

4.3 Inspections for Compliance

It is the responsibility of the Grantee to document that the Cable System and its operation are in compliance with FCC technical specifications and performance requirements. the Franchising Authority may (i) inspect the Cable System within the Service Area or (ii) upon written notice, request Grantee to inspect the Cable System, during reasonable times and in a manner that does not unreasonably interfere with the normal business operations of Grantee, in order to determine compliance with applicable FCC standards. Except in emergency circumstances, such inspections may be undertaken only after giving not less than five (5) days advance notice thereof and after giving Grantee an opportunity to be present during such inspections. In the event such inspection determines that Grantee's Cable System has substantially failed to comply with applicable FCC standards, the reasonable costs of the inspection shall be borne by Grantee. In the event such inspection demonstrates that Grantee has substantially complied with applicable FCC standards, the cost of the inspection shall be borne by the Franchising Authority. Except in emergency circumstances, the Franchising Authority agrees that such inspection shall be undertaken no more than annually, and that the results thereof shall be provided to Grantee. In any case where the system inspection reveals non-compliance with FCC standards, the Grantee will repair the system or make whatever modifications are required and necessary to bring the system performance into compliance with FCC standards within sixty (60) days of a non-complaint inspection

4.4 Renewal of Franchise

A. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act.

B. In addition to the procedures set forth in said Section 626(a), the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal under Section 626(b) of the Cable Act and complete renewal of the Franchise prior to expiration of its term.

C. Notwithstanding anything to the contrary set forth in this Section 4.4, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

D. The Grantee and the Franchising Authority consider the terms set forth in this Section 4.4 to be consistent with the express provisions of Section 626 of the Cable Act.

4.5 Transfer of Franchise

The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness, and for change in control to Grantee's parent company or an entity controlling, controlled by, or under common control with Grantee. Grantee will provide written notice to Franchising Authority of any transaction as described in this paragraph within sixty (60) days of such transaction.

If the Grantee wishes to transfer this Franchise, the Grantee and Franchising Authority will proceed pursuant to Section 617 of the Cable Act and related rule makings of the FCC. Grantee will give Franchising Authority written notice of the proposed transfer and will request consent of the transfer by the Grantor. Grantee will furnish all information required by law and/or reasonably requested by Franchising Authority, at no cost to Franchising Authority, with respect to the consideration of the transfer. For the purpose of determining whether it will consent to such transfer, Franchising Authority may inquire into the legal, financial and technical qualifications of the prospective transferee to perform the obligations of the Grantee under this Franchise.

In cases where the Franchising Authority finds it inappropriate to give unconditional consent to the proposed transfer, the Franchising Authority may condition its consent upon terms and conditions related to the legal, financial, and technical qualifications of the proposed transferee and to the resolution of outstanding and unresolved issues of Grantee's noncompliance with material terms and conditions of this Franchise. Grantee reserves the right to challenge Franchising Authority's conditional consent as outside the scope of its authority under this Franchise or federal law. Any transfer of ownership affected without the written consent of the Franchising Authority will render this Franchise subject to revocation, provided that any such consent will not be unreasonably withheld. The Grantor will have one hundred twenty (120) days to act upon any request for approval of a transfer that contains or is accompanied by such information as is required in accordance with FCC regulations and by the Grantor. Consent by the Franchising Authority shall be deemed given if the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, unless the requesting party and the Franchising Authority agree to an extension of time.

The Grantee, upon any transfer as heretofore described, will within one hundred twenty (120) days thereafter

file with the Franchising Authority a copy of the deed, agreement, mortgage, lease, or other written instrument evidencing such sale, lease, mortgage, assignment or transfer, certified and sworn to as correct by the Grantee.

Every such transfer as heretofore described will be deemed void and of no effect unless Grantee will, within one hundred twenty (120) days after the same will have been made, file such certified copy as is required.

SECTION 5 **Books, Records, and Maps**

5.1 Books and Records

The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee, may review such of its books and records at the Grantee's business office, during normal business hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section of the Franchise which is under review, so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location or to provide the Franchising Authority to view certain books and records in electronic format. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate of Grantee which is not providing Cable Service in the Service Area. In the event the Grantee asserts that certain information is proprietary or confidential in nature, the Grantee shall identify generally the information which it deems proprietary or confidential and the reasons for its confidentiality in writing.

The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential under applicable federal and state law, and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

5.2 Maps

Grantee shall maintain "as built" drawings for the Cable System at Grantee's business office and make them available to the Franchising Authority for inspection during normal business hours upon written request. "As built" drawings shall be updated as changes occur in the Cable System serving the Service Area. Upon written request of the Franchising Authority, Grantee shall provide the Franchising Authority maps showing the location of Grantee's lines within the Public Ways in the Service Area within sixty (60) days of request for the same. The Franchising Authority recognizes that the information contained in such maps is confidential and proprietary and remains the property of the Grantee. To the extent provided under the Oregon Public Records Law, the Franchising Authority shall safeguard such information from the public law.

SECTION 6 **Insurance and Indemnification**

6.1 Insurance Requirements

The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, the following liability policies that protect the Grantee as named insured and with respect to Commercial General Liability and Automobile Liability, the Grantor, as well as the Grantor's officers, agents, and employees as additional insureds:

- A. Commercial general liability insurance with limits not less than:

i. Two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a four million dollars (\$4,000,000) aggregate limit; and

B. Motor vehicle liability insurance for owned, non-owned, and hired vehicles with a limit of one million dollars (\$1,000,000) dollars for each person and two million (\$2,000,000) dollars for each accident.

C. Workers' Compensation insurance within statutory limits and employer's liability with limits of not less than two million dollars (\$2,000,000).

D. Media Errors & Omissions Liability with limits not less than \$1,000,000 per claim.

E. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the state of Oregon. The insurance shall be without prejudice to coverage otherwise existing and shall name or cover, or the certificate of insurance shall name or cover, as additional insureds the Grantor and its officers, agents, and employees under the required Commercial General and Automobile Liability insurance policies. The Commercial General and Automobile Liability coverage must provide for severability of interests with respect to additional insured parties. Each such insurance policy shall provide for notice of cancellation thirty (30) days prior to cancellation by e-mail, save that ten (10) days' notice may be given for cancellation due to non-payment of premium. If the insurance is cancelled or materially altered such that the Grantee no longer complies with the requirements of this Section 6.1, the Grantee shall provide a replacement policy with the terms as outlined in this section. The Grantee shall maintain continuous uninterrupted coverage, in the terms and amounts required. The Grantee may self-insure, or keep in force a self-insured retention plus insurance, for any or all of the above coverage.

F. The Grantee shall maintain on file with the Grantor a certificate of insurance, or proof of self-insurance reasonably acceptable to the Grantor, certifying the coverage required above.

6.2 Indemnification

A. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards, agents, and employees, from and against any and all claims, including, but not limited to, third party claims, suits, causes of action, proceedings, and judgments for damages or equitable relief, to the extent such liability arises out of or through the acts or omissions of the Grantee's construction, excavation, operation, maintenance, reconstruction, or any other act done by the Grantee, or that of Grantee's contractors, subcontractors, or their officers, employees, and agents, within the Service Area provided that Grantee shall not be obligated to indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct or negligence of the Franchising Authority.

B. Franchising Authority shall give Grantee written notice no less than thirty (30) days of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity obligation in this Section. In the event any such claim arises, Franchising Authority or other indemnified party shall tender the defense thereof to Grantee and Grantee shall have the obligation and duty to defend, settle, or compromise any claims arising thereunder, and Franchising Authority shall cooperate fully therein. Grantee shall accept or decline the tender within thirty (30) days. Grantee shall reimburse reasonable attorney fees and costs incurred by Franchising Authority during the thirty (30) day period in which the Grantee accepts or declines tender. In the event that Grantee declines defense of the claim, the Franchising Authority may defend such claim and seek recovery from Grantee of its expenses for reasonable attorney fees and disbursements, including expert witness fees, incurred by Franchising Authority for defense.

6.3 Bonds and Other Surety

No bond or other surety shall be required of Grantee at the inception of the Franchise. In the event

Grantee is required by the Franchising Authority to obtain a bond or other surety in the future, the Franchising Authority agrees to give Grantee at least sixty (60) days advance written notice thereof stating the specific reasons for such requirement. Such reasons must demonstrate a change in Grantee's legal, financial, or technical qualifications that would materially prohibit or impair Grantee's ability to comply with the terms and conditions of this Franchise.

SECTION 7 **Enforcement and Termination of Franchise**

7.1 Notice of Violation

In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

7.2 Grantee's Right to Cure or Respond

The Grantee shall have thirty (30) days from receipt of the notice described in Section 7.1: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of default such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

7.3 Public Hearing

In the event that the Grantee fails to respond to the notice described in Section 7.1 pursuant to the procedures set forth in Section 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2(C) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide Grantee the opportunity to be heard.

7.4 Enforcement

Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in Section 7.3, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Establish an amount of liquidated damages, as provided for within this Franchise;
- C. Pursue any other legal or equitable remedy under this Franchise or any applicable law; or
- D. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise.

7.5 Revocation

A. Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in Section 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the

event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

B. At the designated hearing, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant officials, agents, employees or consultants of the Franchising Authority, the testimony of other persons as permitted by law. A complete record, minutes, and audio tape shall be made of the hearing by the Franchising Authority.

C. Following the hearing, the Grantee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing and thereafter Franchising Authority shall determine (i) whether an event of default has occurred; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by Grantee. Franchising Authority shall also determine whether to revoke the Franchise based on the information presented, or, where applicable, grant additional time to Grantee to effect any cure. If the Franchising Authority determines that the Franchise shall be revoked, Franchising Authority shall promptly provide Grantee with a written decision setting forth its reasoning. Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority *de novo*. Grantee shall be entitled to such relief as the court finds appropriate. Such appeal to the appropriate court must be taken within ninety (90) days of Grantee's receipt of the determination of the Franchising Authority.

D. The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

7.6. Liquidated Damages

A. Failure to comply with the provisions of this Franchise may result in injury to Franchising Authority. Franchising Authority and Grantee recognize it will be difficult to accurately estimate the extent of such injury. Therefore, the financial penalty provisions of this Franchise are intended as a reasonable forecast of compensation to Franchising Authority collectively for the harm caused by violation of this Franchise, including but not limited to administrative expense, legal fees, publication of notices, and holding of a hearing or hearings. In no event shall liquidated damages exceed \$25,000 in any 12-month period.

- (1) For violating aggregate performance telephone answering standards for a quarterly measurement period:
 - (a) \$250 for the first violation;
 - (b) \$500 for the second violation, unless the violation has been cured;
 - (c) \$750 for any and all subsequent violations, unless the violation has been cured.

B. A cure is defined as meeting the Subscriber telephone answering standards for two (2) consecutive quarterly measurement periods.

- (2) For violating applicable Subscriber service standards where violations are not measured in terms of aggregate performance standards: \$250 per violation, per day.
- (3) For all other violations of this Franchise, \$250 per day for each violation for each day the violation continues.

7.7 Relationship of Remedies

The remedies provided for in this Franchise are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another remedy, or the exercise of any rights of the Franchising Authority at law or equity, provided that the cumulative remedies may not be disproportionate to the magnitude and

severity for the breach for which they are imposed.

7.8 Removal

In the event of termination, expiration or revocation of this Franchise, Franchising Authority may order the removal of the above-ground Cable System facilities as required by Franchising Authority in order to achieve reasonable engineering or Public Way use purposes, from the Service Area at Grantee's sole expense within a reasonable period of time as determined by Franchising Authority. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Public Way, public places and private property in as good a condition as that existing prior to Grantee's removal of its equipment. If Grantee fails to complete any required removal, Franchising Authority may cause the work to be done and Grantee shall reimburse Franchising Authority for the reasonable costs incurred within thirty (30) days after receipt of an itemized list of the costs.

7.9 Force Majeure

The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. For the purposes of interpreting the requirements in this Franchise, such circumstances include, but not limited to, severe weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, acts of public enemy, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which Grantee is not primarily responsible, fire, flood, or other acts of God, or documented work delays waiting for utility providers to service or monitor utility poles to which the Grantee's Cable System within the Service Area are attached, and documented unavailability of materials and/or qualified labor to perform the work necessary to the extent that such unavailability of materials or labor was reasonably beyond the control of Grantee to foresee or control.

Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

SECTION 8 **Miscellaneous Provisions**

8.1 Actions of Parties

In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

8.2 Entire Agreement

This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority and supersedes all prior agreements. Amendments to this Franchise shall be mutually agreed to in writing by the parties.

8.3 Notice

Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be

deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, or c) within five (5) business days after having been posted in the regular mail. General updates may be communicated electronically as appropriate and agreed to by both parties.

The notices or responses to the Franchising Authority shall be addressed as follows:

City Administrator
City of Dundee
P.O. Box 220
Dundee, OR 97115

Email Notifications: steve.dahl@dundeecity.org

Notices or responses to the Grantee shall be addressed as follows:

Comcast of Oregon II, Inc.
Attention: Government Affairs
11308 SW 68th Parkway
Tigard, OR 97223

With a copy to:

Comcast of Oregon II, Inc.
Attention: West Division -Government Affairs
9401 E Panorama Cir.
Centennial, CO 80112

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this Section.

8.4 Waiver

Franchising Authority 's forbearance or failure to enforce any provision of this Franchise shall not serve as a basis to stop any subsequent enforcement. The failure of the Franchising Authority on one or more occasions to exercise a right or to require compliance or performance under this Franchise or any applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing. Any waiver of a violation is not a waiver of any other violation, whether similar or different from that waived.

8.5 Descriptive Headings

The captions to sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.6 Severability/Preemption

If any section, sentence , paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional , by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise. In the event that federal or state laws, rules or regulations preempt a provision or limit the enforceability of a provision of this Franchise, then the provision will be read to be preempted only to the extent and for the time required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision will thereupon return to full force and effect, and will thereafter be binding on the parties hereto, without the requirement of further action on the part of the Franchising Authority, and any amendments to this Franchise negotiated pursuant to this Section as a result of such provision being preempted will no longer be of any force or effect.

8.7 Compliance with Laws

The Grantee will comply with all federal and state laws and regulations, including regulations, rules and orders of any administrative agency thereof, as well as all general ordinances, resolutions, rules and regulations of the Grantor heretofore or hereafter adopted or established during the Term of this Franchise, so long as such ordinances, resolutions, rules or regulations do not conflict with the express terms of this Franchise. In the event of such conflict, the terms of this Franchise shall control. This Section shall not be construed to waive Grantee's right to challenge any general ordinances, orders, resolutions, rules and regulations under applicable law.

8.8 Effective Date.

The effective date of this Franchise is _____, pursuant to the provisions of applicable law. This Franchise shall expire on _____, unless extended by the mutual agreement of the parties, or rendered null and void pursuant to Section 8.9 hereof.

8.9 Acceptance.

Within sixty (60) days after enactment by Franchising Authority, Grantee shall file with the City its acceptance of the terms, conditions and obligations of this Franchise, or else this Franchise may be deemed null and void by Franchising Authority.

IN WITNESS WHEREOF, the City has executed this Franchise on the date set forth below and Grantee and has executed this Franchise as required.

CITY OF DUNDEE

David Russ, Mayor

Accepted this _____ day of _____, 2024 subject to applicable state and local law.

COMCAST OF OREGON II, INC.

Name: _____

Title: _____

AGENDA REPORT

To: Mayor and City Council
From: Steve Dahl, City Administrator
Date: August 14, 2024
Reason: Union Agreement

Background:

The contract the city has with the International Association of Fire Fighters ended on July 1, 2024. City staff began meeting with the Union representative starting in April of this year. At the first meeting, staff informed the union that they would not discuss a wage increase other than a cost-of-living increase that the employees of Dundee would receive unless the Dundee Rural Fire District passed their levy. In May, the levy failed. After negotiations, the two groups agreed to the following items.

Personal Days

1 personal day for years 1-2

2 personal days for years 3-5

3 personal days for years 6+

Juneteenth Holiday – June 19th will be a holiday

Increase in vacation days.

Length of Service	Old Vacation Rate	New Vacation Rate
1-2 years	10 hrs/month	10 hrs/month
2-5 years	10 hrs/month	12 hrs/month
6-10 years	12 hrs/month	16 hrs/month
11-15 years	16 hrs/month	18 hrs/month
16-20 years	20 hrs/month	22 hrs/month
21+ years	24 hrs/month	28 hrs/month

Agreement on language that reflects the current practice of how represented staff are deployed on conflagrations.

Motion: I move to accept the changes to the union contract as presented.

AGENDA REPORT

To: Mayor and City Council
From: Steve Dahl, City Administrator
Date: August 14, 2024
Reason: Building Fees

Background:

Per intergovernmental agreement, the City of Newberg provides plan review and building inspection services for the City of Dundee and is compensated as follows:

- Plan Review: 100% of all plan review fees collected is due upon the competition of the plan review and delivery of the building permit to Dundee.
- Building Inspections: 60% of the building permit fee is paid in two amounts, the first 75% of the 60% amount is paid upon issuance of the permit, and the final 25% is paid upon completion and approval of the final inspection.

The last time the City of Dundee increased fees was December of 2021. Staff is recommending that the city increase the fees that are currently less than Newberg's fees by the CPI over the last two years. The fees that are currently more than Newberg's would remain the same. We will also add the 5% technology fee to help pay for the required computer upgrade to the permit process.

Under Oregon Building Code Chapter 918 all increases in the building code must notify the division of such adoption at least 45 days prior to the adoption date. The notice must include a list of the affected specialty code or program, the effective date, the date of the last increase, anticipated date and location of the public hearing, narrative explaining the purpose of the of the fee adoption.

I would like to have the new fees go into effect on January 1st, 2025, so just to be on the safe side I would like to have the public hearing on the matter at the November 5th meeting. To make those dates work I would like to have the council give approval for the submittal no later than the September 17th meeting.

Questions: Is the council ok with the proposed increases? Including the 5% technology fee?

Building Permit Fees

Structural Permit Fees	Current Fee		With Interest							
	Base Fee	Step	2022		2023		2024			
			8%		4.10%		3.25%			
\$0.01 - \$2,000	\$ 76.00		\$ 82.08		\$ 85.45		\$ 88.22			
\$2,001- \$25,000	\$ 76.00	\$ 9.00	\$ 82.08	\$ 9.72	\$ 85.45	\$ 10.12	\$ 88.22	\$ 10.45		
\$25,001 - \$50,000	\$ 283.00	\$ 7.00	\$ 305.64	\$ 7.56	\$ 318.17	\$ 7.87	\$ 328.51	\$ 8.13		
\$50,001 - \$100,000	\$ 458.00	\$ 5.50	\$ 494.64	\$ 5.94	\$ 514.92	\$ 6.18	\$ 531.66	\$ 6.38		
\$100,001 - \$500,000	\$ 733.00	\$ 3.50	\$ 791.64	\$ 3.78	\$ 824.10	\$ 3.93	\$ 850.88	\$ 4.06		
\$500,001 - \$1,000,000	\$ 2,133.00	\$ 3.50	\$ 2,303.64	\$ 3.78	\$ 2,398.09	\$ 3.93	\$ 2,476.03	\$ 4.06		
\$1,000,001 and over	\$ 5,283.00	\$ 3.50	\$ 5,705.64	\$ 3.78	\$ 5,939.57	\$ 3.93	\$ 6,132.61	\$ 4.06		
Medical Gas										
\$0.01 - \$25,000	\$ 288.00		\$ 311.04		\$ 323.79		\$ 334.32			
\$25,001 - \$50,000	\$ 288.00	\$ 5.00	\$ 311.04	\$ 5.40	\$ 323.79	\$ 5.62	\$ 334.32	\$ 5.80		
\$50,001 - \$100,000	\$ 413.00	\$ 4.00	\$ 446.04	\$ 4.32	\$ 464.33	\$ 4.50	\$ 479.42	\$ 4.64		
\$100,001 and over	\$ 613.00	\$ 3.00	\$ 662.04	\$ 3.24	\$ 689.18	\$ 3.37	\$ 711.58	\$ 3.48		
Manufactured Home Placement										
	\$ 480.00		\$ 518.40		\$ 539.65		\$ 557.19			
Plumbing Permit Fees										
1 Bath / 1 Kitchen	\$ 222.00		\$ 239.76		\$ 249.59		\$ 257.70			
2 Bath / 1 Kitchen	\$ 294.00		\$ 317.52		\$ 330.54		\$ 341.28			
3 Bath / 1 Kitchen	\$ 365.00		\$ 394.20		\$ 410.36		\$ 423.70			
Additional Bath	\$ 92.00		\$ 99.36		\$ 103.43		\$ 106.80			
Additional Kitchen	\$ 92.00		\$ 99.36		\$ 103.43		\$ 106.80			
Additional Utilities	\$ 36.00		\$ 38.88		\$ 40.47		\$ 41.79			
Site Utilities										
1st 100-Feet	\$ 60.00		\$ 64.80		\$ 67.46		\$ 69.65			
Additional Feet	\$ 36.00		\$ 38.88		\$ 40.47		\$ 41.79			
Manufactured Dwelling										
Utilities over first 30-feet	\$ 36.00		\$ 38.88		\$ 40.47		\$ 41.79			
Minimum Plumbing Fee	\$ 60.00		\$ 64.80		\$ 67.46		\$ 69.65			
Price Per Fixture	\$ 22.00		\$ 23.76		\$ 24.73		\$ 25.54			
Backflow Preventor	\$ 15.00		\$ 16.20		\$ 16.86		\$ 17.41			
Commercial/Industrial										
Minimum	\$ 60.00		\$ 64.80		\$ 67.46		\$ 69.65			
Price Per Fixture	\$ 22.00		\$ 23.76		\$ 24.73		\$ 25.54			
Piping, 1st 100ft.	\$ 60.00		\$ 64.80		\$ 67.46		\$ 69.65			
Piping, each additional	\$ 36.00		\$ 38.88		\$ 40.47		\$ 41.79			
Backflow Preventor	\$ 22.00		\$ 23.76		\$ 24.73		\$ 25.54			

	Current Fee		With Interest			
			2022	2023	2024	
Mechanical - Residential						
Minimum Permit Fee	\$	60.00	\$ 64.80	\$ 67.46	\$ 69.65	
HVAC						
Up to 100K BTU	\$	22.00	\$ 23.76	\$ 24.73	\$ 25.54	
Over 100K BTU	\$	26.00	\$ 28.08	\$ 29.23	\$ 30.18	
Unit Heater	\$	22.00	\$ 23.76	\$ 24.73	\$ 25.54	
Boiler/Compressor						
Up to 100K BTU	\$	22.00	\$ 23.76	\$ 24.73	\$ 25.54	
100K to 500K BTU	\$	34.00	\$ 36.72	\$ 38.23	\$ 39.47	
Air Handling						
Up to 10,000 CFM	\$	17.00	\$ 18.36	\$ 19.11	\$ 19.73	
Over 10,000 CFM	\$	22.00	\$ 23.76	\$ 24.73	\$ 25.54	
Vents						
Exhaust Hood and Duct	\$	17.00	\$ 18.36	\$ 19.11	\$ 19.73	
Vent Fan to One Duct	\$	12.00	\$ 12.96	\$ 13.49	\$ 13.93	
Appliance Vent	\$	12.00	\$ 12.96	\$ 13.49	\$ 13.93	
Gas Piping/Outlets						
First Four (4)	\$	15.00	\$ 16.20	\$ 16.86	\$ 17.41	
Each Additional	\$	7.00	\$ 7.56	\$ 7.87	\$ 8.13	
Miscellaneous						
Domestic Incinerator	\$	25.00	\$ 27.00	\$ 28.11	\$ 29.02	
Wood/Pellet Stove	\$	37.00	\$ 39.96	\$ 41.60	\$ 42.95	
Structural/Masonry Fireplace	\$	37.00	\$ 39.96	\$ 41.60	\$ 42.95	
Radon Mitigation	\$	17.00	\$ 18.36	\$ 19.11	\$ 19.73	
Appliances not listed	\$	22.00	\$ 23.76	\$ 24.73	\$ 25.54	
Commercial Mechanical	Base	Step				
\$0-\$1,000	\$ 56.00		\$ 60.48	\$ 62.96	\$ 65.01	
\$1,001-\$5,000	\$ 56.00	\$ 26.00	\$ 60.48	\$ 62.96	\$ 65.01	\$ 30.18
\$5,001-\$10,000	\$ 160.00	\$ 22.00	\$ 172.80	\$ 179.88	\$ 185.73	
\$10,001-\$50,000	\$ 270.00	\$ 18.00	\$ 291.60	\$ 303.56	\$ 313.42	
\$50,001-\$100,000	\$ 990.00	\$ 14.00	\$ 1,069.20	\$ 1,113.04	\$ 1,149.21	
\$50,001-\$100,000	\$ 1,774.00	\$ 10.00	\$ 1,915.92	\$ 1,994.47	\$ 2,059.29	

Building Department Fee Comparison (*also contract with Newberg for Building Services)

Structural Permit Fees	Dundee	Dayton*		Newberg	Lafayette*	Yamhill County	Sherwood
Valuation Table			Valuation Table				
\$0.01 - \$2,000	\$76.00	\$55.00	\$0.01 - \$500	\$105.17	\$13.00	\$16.50	\$74.29
			\$501 - \$2,000	\$105.17 for the first \$500, plus \$1.50 for each additional \$100 or fraction thereof to and including \$2,000	\$13.00 for the first \$500, plus \$1.95 for each additional \$100 or fraction thereof to and including \$2,000	\$16.50 for the first \$500, plus \$2.48 for each additional \$100 or fraction thereof to and including \$2,000	\$74.29 for the first \$500, plus \$1.22 for each additional \$1,000 or fraction thereof to and including \$2000
\$2,001 - \$25,000	\$76.00 for the first \$2,000, plus \$9.00 for each additional \$1,000 or fraction thereof to and including \$25,000	\$55.00 for the first \$2,000, plus \$8.50 for each additional \$1,000 or fraction thereof to and including \$25,000	\$2,001 - \$25,000	\$127.67 for the first \$2,000, plus \$7.80 for each additional \$1,000 or fraction thereof to and including \$25,000	\$42.25 for the first \$2,000, plus \$7.80 for each additional \$1,000 or fraction thereof to and including \$25,000	\$53.70 for the first \$2,000, plus \$9.87 for each additional \$1,000 or fraction thereof to and including \$25,000	\$92.59 for the first \$2,000, plus \$9.76 for each additional \$1,000 or fraction thereof to and including \$25,000
\$25,001 - \$50,000	\$283.00 for the first \$25,000, plus \$7.00 for each additional \$1,000 or fraction thereof to and including \$50,000	\$250.00 for the first \$25,000, plus \$4.50 for each additional \$1,000 or fraction thereof to and including \$50,000	\$25,001 - \$50,000	\$307.07 for the first \$25,000, plus \$5.85 for each additional \$1,000 or fraction thereof to and including \$50,000	\$221.65 for the first \$25,000, plus \$5.85 for each additional \$1,000 or fraction thereof to and including \$50,000	\$280.71 for the first \$25,000, plus \$7.42 for each additional \$1,000 or fraction thereof to and including \$50,000	\$317.07 for the first \$25,000, plus \$7.64 for each additional \$1,000 or fraction thereof to and including \$50,000
\$50,001 - \$100,000	\$458.00 for the first \$50,000 plus \$5.50 for each additional \$1,000 or fraction thereof to and including \$100,000	\$363.00 for the first \$50,000 plus \$4.50 for each additional \$1,000 or fraction thereof to and including \$100,000	\$50,001 - \$100,000	\$453.32 for the first \$50,000 plus \$3.90 for each additional \$1,000 or fraction thereof to and including \$100,000	\$367.90 for the first \$50,000 plus \$3.90 for each additional \$1,000 or fraction thereof to and including \$100,000	\$466.21 for the first \$50,000 plus \$4.95 for each additional \$1,000 or fraction thereof to and including \$100,000	\$508.07 for the first \$50,000 plus \$4.88 for each additional \$1,000 or fraction thereof to and including \$100,000
\$100,001 - \$500,000	\$733.00 for the first \$100,000 plus \$3.50 for each additional \$1,000 or fraction thereof	\$588.00 for the first \$100,000 plus \$4.50 for each additional \$1,000 or fraction thereof	\$100,001 - \$500,000	\$648.32 for the first \$100,000 plus \$3.25 for each additional \$1,000 or fraction thereof	\$562.90 for the first \$100,000 plus \$3.25 for each additional \$1,000 or fraction thereof	\$713.71 for the first \$100,000 plus \$4.14 for each additional \$1,000 or fraction thereof	\$752.07 for the first \$100,000 plus \$4.27 for each additional \$1,000 or fraction thereof
\$500,001 - \$1,000,000	\$2,133.00 for the first \$100,000 plus \$3.50 for each additional \$1,000 or fraction thereof	\$2,388 for the first \$500,000 plus \$4.50 for each additional \$1,000 or fraction thereof	\$500,001-\$1,000,000	\$1,948.32 for the first \$500,000 plus \$3.25 for each additional \$1,000 or fraction thereof	\$1,862.90 for the first \$100,000 plus \$3.25 for each additional \$1,000 or fraction thereof	\$2,369.71 for the first \$100,000 plus \$4.14 for each additional \$1,000 or fraction thereof	\$2,460.07 for the first \$100,000 plus \$4.27 for each additional \$1,000 or fraction thereof
\$1,000,001 and over	\$5,283.00 for the first \$1,000,000 plus \$3.50 for each additional \$1,000 or fraction thereof	\$4,388.00 for the first \$1,000,000 plus \$3.50 for each additional \$1,000 or fraction thereof	\$1,000,001 and over	\$3,573.32 for the first \$1,000,000 plus \$3.25 for each additional \$1,000 or fraction thereof	\$3,487.90 for the first \$1,000,000 plus \$3.25 for each additional \$1,000 or fraction thereof	\$4,439.71 for the first \$1,000,000 plus \$4.14 for each additional \$1,000 or fraction thereof	\$4,595.07 for the first \$1,000,000 plus \$4.27 for each additional \$1,000 or fraction thereof
Plan Review	65% of the Building Permit Fee	65% of the Building Permit Fee		85% of the Building Permit Fee	65% of the Building Permit Fee	65% of the Building Permit Fee	85% of the Building Permit Fee
Fire and Life Safety Review	40% of the Building Permit Fee	40% of the Building Permit Fee		60% of the Building Permit Fee	40% of the Building Permit Fee	40% of the Building Permit Fee	40% of the Building Permit Fee
Prescriptive Solar Permit	Out of Compliance – Researching Fees	Unable to Locate	Non-Prescriptive Solar Permits charged at Structural Rate (All Cities)	Unable to Locate	\$150.00	\$275.00 (includes plan review)	\$149.84 (includes plan review)

Medical Gas Piping Valuation Table			Valuation Table	\$0.01 - \$500	\$219.00 (flat fee)	\$242.90	\$106.12
					\$500.01 - \$5,000	\$242.90	\$106.12 plus \$2.12 for each add'l \$100 or fraction thereof
\$0.01 - \$25,000	\$288.00	\$219.00 plus \$1.00 per outlet	\$0.01 - \$25,000	\$330.70	\$5,000.01 - \$10,000	\$242.90 plus \$6.49 for each add'l \$100 or fraction thereof	\$201.52 plus \$3.18 for each add'l \$100 or fraction thereof
\$25,001 - \$50,000	\$288.00 plus \$5.00 for each add'l \$1,000 or fraction thereof	\$221.90 plus \$5.85 for each add'l \$1,000 or fraction thereof	\$25,001-\$50,000	\$330.70 plus \$5.85 for each add'l \$1,000 or fraction thereof	\$10,000.01 - \$50,000	\$567.40 plus \$4.33 for each add'l \$1000 or fraction thereof	\$360.52 plus \$10.08 for each add'l \$1,000 or fraction thereof
\$50,001 - \$100,000	\$413.00 plus \$4.00 for each add'l \$1,000 or fraction thereof	\$368.15 plus \$3.90 for each add'l \$1,000 or fraction thereof	\$50,000.01 - \$100,000	\$476.95 plus \$3.90 for each add'l \$1,000 or fraction thereof		\$783.90 plus \$4.33 for each add'l \$1000 or fraction thereof	\$763.72 plus \$11.67 for each add'l \$1,000 or fraction thereof
\$100,001 and over	\$613.00 plus \$3.00 for each add'l \$1,000 or fraction thereof	\$563.15 plus \$3.15 for each add'l \$1,000 or fraction thereof	\$100,000.01 and up	\$671.95 plus \$3.25 for each add'l \$1,000 or fraction thereof		\$957.10 plus \$3.61 for each add'l \$1000 or fraction thereof	\$1,347.22 plus \$7.43 for each add'l \$1,000 or fraction thereof
Manufactured Home Placement	Dundee	Dayton*		Newberg	Lafayette*	Yamhill County	Sherwood
	\$480.00	\$250.00		\$936.12 (flat fee)	\$160.00	\$459.30	\$393.71
MH Plan Review Fee	65% of placement fee	65% of the placement fee			Unable to Locate	\$94.00	\$90.00 per hour

Plumbing Permit Fees	Dundee	Dayton*	Newberg	Lafayette*	Yamhill County	Sherwood
New Residential						
1 Bathroom/ 1 Kitchen (includes: first 100 feet of water/sewer lines, hose bibs, ice maker, under-floor low-point drains and rain-drain packages)	\$222.00	\$168.94	\$255.08	\$210.00	\$328.70	\$311.20
2 Bathrooms/ 1 Kitchen	\$294.00	\$223.44	\$337.39	\$210.00	\$438.73	\$384.43
3 Bathrooms / 1 Kitchen	\$365.00	\$277.94	\$419.69	\$360.00	\$535.25	\$457.65
Each Add'l Bathroom (1/2 bath = 1 bath)	\$92.00	\$44.00	\$105.17	\$70.00	\$96.49	\$189.17
Each Add'l Kitchen (Multi-Family Only)	\$92.00	\$44.00	\$105.17	\$70.00	\$96.49	\$189.17
Each Add'l 100-feet of site utilities or fraction thereof	\$36.00	\$27.25	Unable to Locate	\$46.00	\$49.73	\$33.57
Site Utilities						
1st 100 feet	\$60.00	\$44.00	\$105.17	Unable to Locate	\$49.73	\$61.02
Each Add'l 100ft or fraction thereof	\$36.00	\$27.25	\$41.17	\$20.00	\$49.73	\$33.57
Manufactured Dwelling (Site Utilities over the first 30-feet)	\$36.00	\$27.25	\$41.17	\$64.00	\$100.02	\$36.61
Minimum Plumbing Fee	\$60.00	\$40.00	\$105.17	\$50.00	\$89.31	\$74.29
Price Per Fixture	\$22.00	\$16.35	\$24.70	\$50.00	\$27.89	\$18.31
Backflow Preventor	\$15.00	\$44.00	\$105.17	\$100.00	\$89.31	\$18.31
Commercial/Industrial						
Minimum Fee	\$60.00	\$40.00 (2-10 fixtures \$240.00)	\$105.17	\$60.00 (1-3)	\$89.31	\$74.29
Price Per Fixture	\$22.00	\$20.00 (over 10)	\$24.70	\$20.00 (over 3)	\$27.89	\$18.31
Piping, 1st 100 feet	\$60.00	\$44.00	\$105.17	Unable to Locate	\$49.73	\$61.02
Piping, Each Add'l 100ft	\$36.00	\$27.25	\$41.17	\$20.00	\$49.73	\$33.57
Backflow Preventor	\$22.00	\$44.00	\$105.17	\$46.00	\$89.31	\$18.31
Commercial Plumbing Plan Review	25% of permit fee	30% of the permit fee	50% of the permit fee	30% of the permit fee	30% of the permit fee	30% of the permit fee

Mechanical Permit Fees	Dundee	Dayton*	Newberg	Lafayette*	Yamhill County	Sherwood
Residential						
Minimum Permit Fee	\$60.00	\$60.00	\$105.17	\$46.00	Unable to Locate	\$74.29
HVAC						
Up to 100K BTU	\$22.00	\$16.08	\$25.93	\$7.80	\$14.40	\$23.81
Over 100K BTU	\$26.00	\$19.35	\$25.93	\$9.75	\$19.12	\$43.63
Unit Heater	\$22.00	\$20.44	\$25.93	\$7.80	\$14.40	\$23.81
Boiler/Compressor						
Up to 100K BTU / Up to 3hp	\$22.00	\$16.08	\$24.29	\$14.30	\$19.12	\$23.81
100K to 500K BTU / 3-15hp	\$34.00	\$26.98	\$39.39	\$19.50	\$14.40	\$43.63
Air Handling Unit						
Up to 10,000 CFM	\$17.00	\$12.81	\$19.36	\$5.85	\$11.09	\$17.85
Over 10,000 CFM	\$22.00	\$19.35	\$25.93	\$9.75	\$19.12	\$30.12
Vents						
Exhaust Hood and Duct	\$17.00	\$12.81	\$19.36	\$5.85	\$11.09	\$17.88
Vent Fan to One Duct	\$12.00	\$9.54	\$14.39	\$3.90	\$7.95	\$11.89
Appliance Vent	\$12.00	\$9.54	\$14.39	\$3.90	\$7.95	\$11.89
Gas Piping / Outlets						
First Four (4)	\$15.00	\$11.72	\$17.70	\$2.60	\$11.09 each	\$7.94
Each Additional	\$7.00	\$5.18	\$7.80	\$0.65	\$11.09 each	\$2.02
Miscellaneous						
Domestic Incinerator	\$25.00	\$19.35	\$29.23	\$9.75	\$19.12	\$29.71
Wood/Pellet Stove	\$37.00	\$28.07	\$42.39	\$15.60	\$19.12	\$23.81
Structural/Masonry Fireplace	\$37.00	\$28.07	\$42.39	\$15.60	\$19.12	\$23.81
Radon Mitigation	\$17.00	\$12.81	\$19.36	\$3.90	\$11.09	\$17.88
Appliances not listed	\$22.00	\$12.81	\$19.36	\$7.80	\$11.09	Unable to Locate

Mechanical Permit Fees						
Commercial/Industrial/Multi-Family						
Valuation Table	Dundee	Dayton*	Newberg	Lafayette*	Yamhill County	Sherwood
\$0-\$1,000	\$56.00	\$72.50	\$105.17	\$100.00	\$110.92	\$74.29
\$1,001-\$5,000	\$56.00 plus \$26.00 for each add'l \$1,000 or fraction thereof	\$72.50 plus \$2.30 for each add'l \$100 or fraction thereof	\$105.17 plus \$2.30 for each add'l \$100 or fraction thereof	\$100.00 plus \$2.00 for each add'l \$100 or fraction thereof	\$110.92	\$74.29 plus \$3.06 for each add'l \$100 or fraction thereof
\$5,001-\$10,000	\$160.00 plus \$22.00 for each add'l \$1,000 or fraction thereof	\$141.50 plus \$1.80 for each add'l \$100 or fraction thereof	\$174.17 plus \$1.80 for each add'l \$100 or fraction thereof	\$180.00 plus \$12.00 for each add'l \$1,000 or fraction thereof	\$110.92 plus \$1.22 for each add'l \$1,000 or fraction thereof	\$211.99 plus \$3.67 for each add'l \$100 or fraction thereof
\$10,001-\$50,000	\$270.00 plus \$18.00 for each add'l \$1,000 or fraction thereof	\$231.50 plus \$1.35 for each add'l \$100 or fraction thereof	\$264.17 plus \$1.50 for each add'l \$100 or fraction thereof	\$240.00 plus \$10.00 for each add'l \$1,000 or fraction thereof	\$117.02 plus \$10.42 for each add'l \$1,000 or fraction thereof	\$395.49 plus \$9.77 for each add'l \$1,000 or fraction thereof
\$50,001-\$100,000	\$990.00 plus \$14.00 for each additional \$1,000 or fraction thereof	\$771.50 plus \$1.25 for each add'l \$100 or fraction thereof	\$864.17 plus \$1.25 for each add'l \$100 or fraction thereof	\$290.00.00 plus \$10.00 for each add'l \$1,000 or fraction thereof	\$533.82 plus \$10.42 for each add'l \$1,000 or fraction thereof	\$786.29 plus \$9.77 for each add'l \$1,000 or fraction thereof
\$50,001-\$100,000	\$1,774.00 plus \$10.00 for each additional \$1,000 or fraction thereof	\$1,396.50 plus \$1.10 for each add'l \$100 or fraction thereof	\$1,489.17 plus \$1.10 for each add'l \$100 or fraction thereof	\$340.00 plus \$9.00 for each add'l \$1000 or fraction thereof	\$1,054.82 plus \$6.07 for each add'l \$1,000 or fraction thereof	\$1,274.79 plus \$4.89 for each add'l \$1,000 or fraction thereof
Commercial Plan Review Fee	25% of the Permit Fee	25% of the Permit Fee	50% of the Permit Fee	50% of Permit Fee	25% of Permit Fee	30% of Permit Fee

RESOLUTION NO. 2024-13

A RESOLUTION ESTABLISHING A 5% TECHNOLOGY FEE FOR PLAN REVIEWS AND PERMITS

WHEREAS, in 2021, the State of Oregon passed House Bill 2415 requiring the Department of Consumer and Business Services (“DCBS”) to adopt rules establishing minimum standards and statewide consistency in electronic processes for reviewing plans, issuing permits and performing field inspections; and

WHEREAS, DCBS has established minimum standards for electronic systems used by local jurisdictions managing building departments which will be required starting January 1, 2025; and

WHEREAS, the City of Dundee has contracted with a third-party service provider to utilize its electronic system to meet these minimum standards; and

WHEREAS, the City of Dundee desires to defray some of the administrative costs of the new technology to those using the City’s planning, permitting, and inspection services.

NOW THEREFORE, THE CITY OF DUNDEE RESOLVES AS FOLLOWS:

Section 1. The City of Dundee hereby adopts a five percent (5%) technology fee to all plan review and permit fees.

Section 2. This Resolution shall become effective September 1, 2024.

Passed by the City Council on this ____ day of _____, 2024.

Approved:

David Russ, Mayor

Attest:

Steve Dahl, City Administrator/Recorder

AGENDA REPORT

To: Mayor Russ and City Council
From: Steve Dahl, City Administrator
Date: August 15, 2024
Re: Resolution 2024-15

Background:

The last time the city increased its construction permit fees was September 1, 2015. Staff is recommending that the council increase the rates by the CPI-U from 2015 to 2024. The increase would affect the following items:

- Sidewalk Repair/Replacement
- Sidewalk – New Construction
- Driveway Approach
- Sanitary/Storm Sewer
- Utility Connection Inspection
- Exterior Lighting
- Any other work less than \$5,000 in value.

The Type B Permit that includes partitions, subdivision, Type II side development or work covered under the City of Dundee Design Standards that has an aggregate construction value of \$5,000 or more: 5% of the estimated construction costs – Estimated construction costs that are based on the work subject to review under the City of Design Standards will remain the same.

Discussion: Is this the direction that the council would like to go. Does the council not want to change the rates? Is there a lower rate the council would like to have it go to? Does the council wish to put in an automating increase? If so how much?

RESOLUTION NO. 2024-15

A RESOLUTION ESTABLISHING PLAN REVIEW AND CONSTRUCTION PERMIT FEES PURSUANT TO THE DUNDEE IMPROVEMENT DESIGN STANDARDS AND REPEALING RESOLUTION NO. 2015-11

WHEREAS, the City of Dundee Improvement Design Standards requires the issuance of a permit prior to the initiation of construction of improvement or demolition work elements described within the Design Standards; and

WHEREAS, Section 12.04.030 of the Dundee Municipal Code authorizes the establishment of construction permit fees by resolution of the city council;

NOW THEREFORE, THE CITY OF DUNDEE RESOLVES AS FOLLOWS:

Section 1. The City Council hereby establishes fees for permits issued pursuant to Section 12.04.030 of the Dundee Municipal Code as shown in the attached Exhibit A.

Section 1. Resolution No. 2015-11 is hereby repealed.

PASSED by the City Council this _____ day of _____, 2024.

Approved:

David Russ, Mayor

Attest:

Steve Dahl, City Administrator/Recorder

Exhibit A

Construction Permit Fees

Type A Permit:

For work not subject to Type II Site Development Review:

Sidewalk Repair/Replacement.....	\$55
Sidewalk – New Construction.....	\$80
Driveway Approach.....	\$110
Sanitary/Storm Sewer.....	\$55
Utility Connection Inspection.....	\$55
Exterior Lighting – DMC 17.303.....	\$35
For any other work covered under the City of Dundee Design Standards that is less than \$5,000 in construction value.....	\$200

Type B Permit:

For Partitions, Subdivisions, Type II Site Development Review or work covered under the City of Dundee Design Standards that has an aggregate construction value of \$5,000 or more:

5% of the estimated construction costs - Estimated construction costs are based on the work subject to review under the City of Dundee Design Standards.

Technology Fee

5% of permit cost

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

WHEREAS, the City of Dundee Improvement Design Standards requires the issuance of a permit prior to the initiation of construction of improvement or demolition work elements described within the Design Standards; and

WHEREAS, Section 12.04.030 of the Dundee Municipal Code authorizes the establishment of construction permit fees by resolution of the city council;

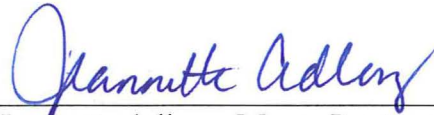
NOW THEREFORE, THE CITY OF DUNDEE RESOLVES AS FOLLOWS:

Section 1. The City Council hereby establishes fees for permits issued pursuant to Section 12.04.030 of the Dundee Municipal Code as shown in the attached Exhibit A.

Section 2. Resolution No. 2010-03 is hereby repealed.

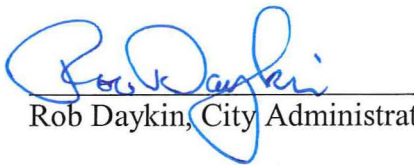
PASSED by the City Council this 1st day of September 2015.

Approved:



Jeannette Adlong, Mayor Pro-tem

Attest:



Rob Daykin, City Administrator/Recorder

Exhibit A

Construction Permit Fees

Type A Permit:

For work not subject to Type II Site Development Review:

Sidewalk Repair/Replacement.....	\$40
Sidewalk – New Construction.....	\$60/frontage
Driveway Approach.....	\$80/approach
Sanitary/Storm Sewer Utility Connection Inspection.....	\$40/connection
Exterior Lighting – DMC 17.303.....	\$25
For any other work covered under the City of Dundee Design Standards that is less than \$5,000 in construction value.....	\$150

Type B Permit:

For Partitions, Subdivisions, Type II Site Development Review or work covered under the City of Dundee Design Standards that has an aggregate construction value of \$5,000 or more:

Non-refundable permit fee.....	\$150
Plus deposit*.....	5% of the estimated construction costs

*Estimated construction costs are based on the work subject to review under the City of Dundee Design Standards. The applicant shall pay actual costs incurred by the City for services related to the development project including, but not limited to plan review, inspection and construction observation, testing, plat review, warranty inspections, etc. to comply with the requirements of the City of Dundee Design Standards. If the City's cost related to the review and issuance of a Type B construction permit exceeds the monies deposited by the applicant, the additional cost shall be billed to the applicant. In no case shall the City issue written approval of the work until all Type B construction permit fees have been paid by the applicant. If the City's cost is less than the deposit amount, the difference shall be refunded to the applicant upon approval of the work by the City Engineer.

Construction Permit Fees	Current	With Interest									Proposed
	Fee	2016	2017	2018	2019	2020	2021	2022	2023	2024	Fee
Sidewalk Repair/Replacement	\$ 40.00	\$ 40.52	\$ 41.37	\$ 42.36	\$ 43.13	\$ 43.64	\$ 45.70	\$ 49.35	\$ 51.37	\$ 53.17	\$ 55.00
Sidewalk - New Construction	\$ 60.00	\$ 60.78	\$ 62.06	\$ 63.55	\$ 64.69	\$ 65.47	\$ 68.54	\$ 74.03	\$ 77.06	\$ 79.76	\$ 80.00
Driveway Approach	\$ 80.00	\$ 81.04	\$ 82.74	\$ 84.73	\$ 86.25	\$ 87.29	\$ 91.39	\$ 98.70	\$ 102.75	\$ 106.34	\$ 110.00
Sanitary/Storm Sewer	\$ 40.00	\$ 40.52	\$ 41.37	\$ 42.36	\$ 43.13	\$ 43.64	\$ 45.70	\$ 49.35	\$ 51.37	\$ 53.17	\$ 55.00
Utility Connection Inspection	\$ 40.00	\$ 40.52	\$ 41.37	\$ 42.36	\$ 43.13	\$ 43.64	\$ 45.70	\$ 49.35	\$ 51.37	\$ 53.17	\$ 55.00
Exterior Lighting	\$ 25.00	\$ 25.33	\$ 25.86	\$ 26.48	\$ 26.95	\$ 27.28	\$ 28.56	\$ 30.84	\$ 32.11	\$ 33.23	\$ 35.00
Any other work less than \$5,000 in value	\$ 150.00	\$ 151.95	\$ 155.14	\$ 158.86	\$ 161.72	\$ 163.66	\$ 171.36	\$ 185.07	\$ 192.65	\$ 199.40	\$ 200.00

Table: Annual Inflation Rates

To find annual inflation rates for a calendar year, look to the December column. For instance, the inflation rate in 2023 was 3.4%. Meanwhile, the "Ave" column shows the average inflation rate for each year [using CPI data](#). In 2023, the average inflation rate was 4.1%. These average rates are published by the BLS but are rarely discussed in the news media. Taking a back seat to the actual rate of inflation for a given calendar year.

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ave
2024	3.1	3.2	3.5	3.4	3.3	3.0	<i>Avail. Aug. 14</i>						
2023	6.4	6.0	5.0	4.9	4.0	3.0	3.2	3.7	3.7	3.2	3.1	3.4	4.1
2022	7.5	7.9	8.5	8.3	8.6	9.1	8.5	8.3	8.2	7.7	7.1	6.5	8.0
2021	1.4	1.7	2.6	4.2	5.0	5.4	5.4	5.3	5.4	6.2	6.8	7.0	4.7
2020	2.5	2.3	1.5	0.3	0.1	0.6	1.0	1.3	1.4	1.2	1.2	1.4	1.2
2019	1.6	1.5	1.9	2.0	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3	1.8
2018	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9	2.4
2017	2.5	2.7	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2.0	2.2	2.1	2.1
2016	1.4	1.0	0.9	1.1	1.0	1.0	0.8	1.1	1.5	1.6	1.7	2.1	1.3
2015	-0.1	0.0	-0.1	-0.2	0.0	0.1	0.2	0.2	0.0	0.2	0.5	0.7	0.1
2014	1.6	1.1	1.5	2.0	2.1	2.1	2.0	1.7	1.7	1.7	1.3	0.8	1.6

AGENDA REPORT

To: Mayor and City Council
From: Steve Dahl, City Administrator
Date: August 14, 2024
Reason: Water Tank Issue

Background:

The city has a water tank that was built in 1973 in the vineyard above the city. A leak was discovered under the water tank the week of August 9th. The city contracted Marine Industrial Tank Diving and Coating, who came out and did an inspection and cleaning. And then inspected the water tank on August 12th. The hope was to find a crack or leak around one of the intake or outtake pipes but no such luck. The divers put coloring in the water to discover which line had the water leak. It is one of the intake or outtake lines that goes under the water tank.

Staff is not qualified to dig out the area under the tank to find the leak. When they did some preliminary excavation, they had a lot of movement of dirt and rocks come down on them. Staff are currently contacting companies that specialize in building and working with water tanks and hoping to have an estimate of what it will cost to repair the leak under the water tank. We will also see how much it will cost to replace all the water lines under the tank, so we don't have to repair them again anytime soon.

The goal is to have the leak fixed no later than early October. If we don't, we will have to wait until springtime because it would be too muddy to get the equipment for the repairs to the water tank.