

**AGENDA
DAYTON CITY COUNCIL
REGULAR SESSION**



DATE: MONDAY, JUNE 6, 2022
TIME: 6:30 PM
PLACE: DAYTON CITY HALL ANNEX – 408 FERRY STREET, DAYTON, OREGON
VIRTUAL: ZOOM MEETING – ORS 192.670/HB 2560

You may join the Council Meeting online via Zoom Meeting at: <https://us06web.zoom.us/j/85221716365>
or you can call in via Zoom at: 1 346 248-7799 or 1 720 707-2699

The public is strongly encouraged to relay concerns and comments to the Council in one of the following ways:

- Email at any time up to 5 pm the day of the meeting to pringnalda@ci.dayton.or.us. The mayor will read the comments emailed to the City Recorder.
- Appear in person – If you would like to speak during public comment please sign-up on the sign-in sheet located on the table when you enter the Council Chambers.
- Appear via Zoom, Virtually – once in the meeting send a chat directly to the City Recorder, Patty Ringnalda. Use the raise hand feature in Zoom to request to speak during public comment.
- **Appear by Telephone only – please sign up prior to the meeting by emailing the City Recorder at pringnalda@ci.dayton.or.us.** Due to the chat function not being available to those attending the meeting via telephone, callers cannot be identified before speaking. Therefore, prior notice is required. (see below)
- When *appearing by Telephone or Zoom* - you must give the City Recorder your First and Last Name, Address and Contact Information (phone number for phone calls and email for zoom) before you will be allowed to speak.

When it is your turn the Mayor will announce your name and unmute your mic.

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>PAGE #</u> |
|-------------|---|---------------|
| A. | CALL TO ORDER & PLEDGE OF ALLEGIANCE | |
| B. | ROLL CALL | |
| C. | PUBLIC HEARINGS | |
| | <i>The City Council will hold a public hearing to obtain citizen input on the budget for the fiscal year beginning July 1, 2022 as approved by the City of Dayton Budget Committee.</i> | |
| | <i>The City Council will hold a public hearing to obtain citizen input on the proposed uses of State Revenue Sharing Funds in the City of Dayton FY 2022/2023 Budget.</i> | |
| D. | APPEARANCE OF INTERESTED CITIZENS | |
| E. | CONSENT AGENDA | |

1. Regular Session Meeting Minutes – May 2, 2022 1-3

F. ACTION ITEMS

- | | |
|--|-------|
| 1. Dayton Volunteer Firefighters Donation Request – Steve | 7-8 |
| 2. Homeward Bound Donation Request – Jennifer Choate DVM | 9-10 |
| 3. Recology Western Oregon Proposed Rate Increase – Dave Larmouth | 11-35 |
| 4. Approval of Resolution 2021/22-20 Legal Service Contract with Beery, Elsner and Hammond | 37-54 |
| 5. Approval of Resolution 2021/22-21 CCRLS for Library Services | 55-66 |
| 6. 6 th Street Overlay Review, Discussion and Approval | 67-71 |
| 7. Discussion – Drinking in Public Places | 73-80 |
| 8. Approval to Proceed with Development Code Update Adding Buffer Requirements Discussion | |

G. CITY COUNCIL COMMENTS/CONCERNS

H. INFORMATION REPORTS

- | | |
|--------------------------|--------|
| 1. City Manager’s Report | 81-100 |
|--------------------------|--------|

I. ADJOURN

Posted: June 3, 2022

By: Patty Ringnalda, City Recorder

NEXT MEETING DATES

City Council Work Session Meeting, Tuesday, June 21, 2022

City Council Regular Session Meeting, Monday, July 18, 2022

Virtually via Zoom and in Person; City Hall Annex, 408 Ferry Street, Dayton, Oregon

MINUTES
DAYTON CITY COUNCIL
REGULAR SESSION MEETING
May 2, 2022

PRESENT: Mayor Elizabeth Wytoski
Council President Daniel Holbrook
Councilor Annette Frank
Councilor Kitty Mackin
Councilor Jim Maguire
Councilor Trini Marquez
Councilor Rosalba Sandoval-Perez

ABSENT:

STAFF: Rochelle Roaden, City Manager
Patty Ringnalda, City Recorder
Denny Muchmore, City Engineer

A. CALL TO ORDER & PLEDGE OF ALLEGIANCE

Mayor Wytoski called the meeting to order at 7:15 pm.

B. ROLL CALL

Mayor Wytoski noted there was a quorum with Councilors Holbrook, Maguire, Marquez and Sandoval-Perez present in person and Frank and Mackin present virtually.

C. APPEARANCE OF INTERESTED CITIZENS

There were no members of the community in attendance.

D. CONSENT AGENDA

KITTY MACKIN MOVED TO APPROVE THE MINUTES OF THE WORK/SPECIAL SESSION MEETING OF MARCH 21, 2022, REGULAR SESSION MEETING OF APRIL 4, 2022 AND SPECIAL/WORK SESSION MEETING OF APRIL 18, 2022 AS WRITTEN. SECONDED BY DANIEL HOLBROOK. *Motion carried with Frank, Holbrook, Mackin, Maguire, Marquez, Sandoval-Perez and Wytoski voting aye.*

E. ACTION ITEMS

- 1. 9th Street to Flower Lane Sidewalk Improvement Project – Bid Review & Award, Denny Muchmore, City Engineer.**

City Engineer, Denny Muchmore reviewed the bid process for the 9th Street to Flower Lane Sidewalk Improvement Project and recommended that the Council award the contract to the lowest bidder which was Haworth Inc.

Denny Muchmore stated that due to the bid being so low, there will be some excess funds, that he proposed the City use to continue paving starting at 8th Street and continuing until all the grant funds are extinguished. The sidewalk project was discussed in length.

DANIEL HOLBROOK MOVED TO AWARD THE 9TH STREET TO FLOWER LANE SIDEWALK PROJECT TO HAWORTH INC. AT AN AMOUNT NOT TO EXCEED \$471,602. SECONDED BY TRINI MARQUEZ. *Motion carried with Frank, Holbrook, Maguire, Marquez, Sandoval-Perez and Wytoski voting aye. Mackin abstained.*

2. Approval of Resolution 2021/22-19 – Surplus Equipment.

City Manager Rochelle Roaden advised that the City has several items and some office furniture that is being stored. She is asking Council to surplus the items so that they can be added to the Free Swap during the City’s Spring Clean-Up Event and giving Dayton residents the opportunity to use the items.

DANIEL HOLBROOK MOVED TO APPROVE RESOLUTION 2021/22-19 A RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING ITS TRANSFER, SALE OR OTHER DISPOSITION. SECONDED BY ROSALBA SANDOVAL-PEREZ. *Motion carried with Frank, Holbrook, Mackin, Maguire, Marquez, Sandoval-Perez and Wytoski voting aye.*

F. CITY COUNCIL COMMENTS AND CONCERNS

Councilor Maguire thanked City Manager Rochelle Roaden for getting the semi-truck moved that had been parked in front of the houses on Ferry Street across from the Jr. High School.

Councilor Frank advise that do to certain circumstances she will be attending the next meeting virtually.

Councilor Mackin stated that she had a good time at the League of Oregon Cities (LOC) conference last week. Councilor Mackin advised that she was able to state her concerns and that she learned a lot.

Councilor Holbrook stated he is still receiving thankful feedback for the water rate changes.

Mayor Wytoski asked the Council to continue to discuss the City’s police services tax levy and get as much support for the Local Option Tax as possible.

Mayor Wytoski advised that she has been talking with ODOT regarding the need for a crosswalk on Ferry Street at the intersection of 7th Street. The Mayor was assured by ODOT that someone would visit the site and that there is a good possibility that a crosswalk will be installed at that intersection.

G. INFORMATION REPORTS

City Manager’s Report

Rochelle Roaden advised that City Staff has completed JEDI training and that Staff feels that they learned a lot from the classes.

H. ADJOURN

There being no further business, the meeting adjourned at 7:52 pm by Mayor Wytoski.

Respectfully submitted:

APPROVED BY COUNCIL on June 6, 2022

By: Patty Ringnalda
City Recorder

As Written **As Amended**

Elizabeth Wytoski, Mayor

City of Dayton
Community Giving Donations

| | 14/15 | 15/16 | 16/17 | 17/18 | 18/19 | 19/20 | 20/21 | 21/22 | |
|--------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|-----------------|-----------------|-----------|
| Dayton FFA | \$ - | \$ - | \$ 600 | \$ 500 | \$ 600 | \$ - | \$ - | \$ 600 | |
| Dayton Food Bank | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 7,500 | \$ - | \$ - | |
| Dayton Volunteer FireFighters | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 600 | *Proposed |
| DHS Cheer | \$ - | \$ - | \$ - | \$ - | \$ 300 | \$ 400 | \$ - | \$ - | |
| Homeward Bound Pets | \$ - | \$ 1,000 | \$ 1,250 | \$ 1,983 | \$ 867 | \$ 1,300 | \$ 4,500 | \$ 1,500 | *Proposed |
| VFW Post | \$ - | \$ - | \$ - | \$ 400 | \$ - | \$ - | \$ 1,000 | \$ - | |
| Yamhill Community Action Partnership | \$ - | \$ - | \$ - | \$ 1,000 | \$ - | \$ - | \$ - | \$ - | |
| Your Community Mediators | \$ 1,700 | \$ 1,500 | \$ 1,750 | \$ 2,000 | \$ 1,600 | \$ 3,000 | \$ 4,000 | \$ - | |
| Total | \$ 1,700 | \$ 2,500 | \$ 3,600 | \$ 5,883 | \$ 3,367 | \$ 12,200 | \$ 9,500 | \$ 2,700 | |

| | | |
|-----------------------|-------------------|-----------------|
| 21/22 Approved Budget | Community Giving | \$ 10,750 |
| | Spent | \$ 2,700 |
| | Remaining Balance | <u>\$ 8,050</u> |
| 22/23 Approved Budget | Community Giving | \$ 15,000 |



City of Dayton

REQUEST FOR DONATION

- ✓ Please answer all questions, incomplete answers may cause your request to be denied.
- ✓ Donation Requests must be received 60 days before the event or project date.
- ✓ Requests need to be submitted by the 20th day of the month prior to the City Council Meeting date.
- ✓ The Dayton City Council meets on the first Monday of each month.

Date Received:

GROUP/ORGANIZATION CONTACT INFORMATION

Name of Organization/Group: Dayton Five Volunteer Assoc (non profit)

Mailing Address: PO Box 337, Dayton, OR 97114

Contact Person: Steve Hopper Phone #: 503-435-8179

Email Address: stevehoppers@hotmail.com

Date of City Council Meeting you will be attending: 06/06/2022

Name of representative attending Council Meeting: Steve Hopper

Check should be made out to: Dayton Volunteer Firefighters Association Date Donation is needed: ASAP

REQUEST INFORMATION

Amount Requested: \$

Number of Citizens who will benefit:

| # of Citizens | Request Amount | Dayton City Council reserves the right to amend amounts to be donated. | # of Citizens | Request Amount |
|----------------------------------|----------------|--|---|----------------|
| <input type="checkbox"/> 0 - 10 | \$100 | | <input type="checkbox"/> 51 - 100 | \$400 |
| <input type="checkbox"/> 11 - 25 | \$200 | | <input type="checkbox"/> 101 - 200 | \$500 |
| <input type="checkbox"/> 26 - 50 | \$300 | | <input checked="" type="checkbox"/> 201 + | By Council |

Out of the number of citizens who will benefit from this donation, what percentage are Dayton residents?: 90%??

How will the donated funds be used? (Be specific & itemize dollar amounts)

Seed money for pre purchase of old Time Sunday dinner food + supplies for July 31(?) 2022

Will your project or event create excess funds? Yes No What will they be used for?

donations back to community- Bikes, Trikes, helmets, etc

FUNDRAISING

50% of your total fundraising goal amount must be raised by the date of this application

Fundraising Goal Amount? \$ 2,000

Fundraising amount earned to date:

Please list all fundraising planned & estimate projected amounts to be earned: pre sale of dinners

BENEFITS OF YOUR EVENT OR PROJECT?

How does your project or event benefit or bring honor to the Dayton Community?

Unites community relationships. It honors heritage relationships and builds cohesiveness with newer residents. It connects Past, Present, & future.

Why do you think the Council should honor your request?

Contributes to community & council goals of unifying experiences available to the public.

Are there any unique or special things about your request or your project that you feel might assist the City Council in making a decision?

Who else are you going to call when you want 100's of dinners? where else are you going to see that many men (mostly) cooking? Other five Depts burn things, we make them med-well done!

How & when do you plan to advise City Council on how their donation was used & the results of your event?

At least a follow-up letter of financials, can appear at Council

Is your Group or Organization willing to do a volunteer project? Yes No It is

List the volunteer projects you are willing to complete & the date they can be completed by:

- guesstimate list of food & supplies
- 6 Am start cooking all chicken at station day of dinner
- 6 pm - night before - cook + peel 100's lbs potatoes for salad
- elicit volunteer buyers, cooks, servers, clean up park + station

OFFICE/CITY COUNCIL USE

| | |
|--|------------------------------|
| Date Application Received: | Council Meeting Review Date: |
| Requested Funds Date: | |
| Date Application Approved: | Amount Approved: |
| Date results are to be reported: | Date results were reported: |
| Volunteer Project Required: <input type="checkbox"/> Yes <input type="checkbox"/> No | Date of Volunteer Project: |
| Type of Volunteer Project: | |
| Date Volunteer Project Completed: | |



City of Dayton

REQUEST FOR DONATION

- ✓ Please answer all questions, incomplete answers may cause your request to be denied.
- ✓ Donation Requests must be received 60 days before the event or project date.
- ✓ Requests need to be submitted by the 20th day of the month prior to the City Council Meeting date.
- ✓ The Dayton City Council meets on the first Monday of each month.

Date Received:

GROUP/ORGANIZATION CONTACT INFORMATION

Name of Organization/Group: Homeward Bound Pets Humane Society Spay/Neuter Clinic

Mailing Address: PO Box 8, McMinnville, OR 97128

Contact Person: Ronnie Vostinak, Executive Director **Phone #:** 503-472-0341 ext 9

Email Address: executivedirector@hbpets.or

Date of City Council Meeting you will be attending:

Name of representative attending Council Meeting: Jennifer Choate DVM

Check should be made out to: Homeward Bound Pets Humane Society **Date Donation is needed:** no specific date

REQUEST INFORMATION

| Amount Requested: \$ \$1500 | | Number of Citizens who will benefit: see below | | |
|------------------------------------|----------------|--|---|----------------|
| # of Citizens | Request Amount | Dayton City Council reserves the right to amend amounts to be donated. | # of Citizens | Request Amount |
| <input type="checkbox"/> 0 - 10 | \$100 | | <input type="checkbox"/> 51 - 100 | \$400 |
| <input type="checkbox"/> 11 - 25 | \$200 | | <input type="checkbox"/> 101 - 200 | \$500 |
| <input type="checkbox"/> 26 - 50 | \$300 | | <input checked="" type="checkbox"/> 201 + | By Council |

Out of the number of citizens who will benefit from this donation, what percentage are Dayton residents?:

How will the donated funds be used? (Be specific & Itemize dollar amounts)

In 2021, the Homeward Bound Pets humane Society Spay Neuter Clinic served 141 Dayton city residents. This number is up from 138 in 2020. In addition to spays and neuters of cats and dogs, the clinic fixed 15 feral cats from Dayton, 9 rabbits, and provided 39 pets with wellness exams, vaccinations, and microchips. The rabbits received surgery at an extra-low rate due to the grant in 2020 from the Dayton city council.

Will your project or event create excess funds? Yes No **What will they be used for?**

FUNDRAISING

50% of your total fundraising goal amount must be raised by the date of this application

Fundraising Goal Amount? \$20,000 **Fundraising amount earned to date:** \$ 4,188.00

Please list all fundraising planned & estimate projected amounts to be earned:

In 2021, the Homeward Bound Pets Spay/Neuter clinic raised 29,000 in donations and grants. Jan, Feb, and March donations exceeded \$4000. We are working hard to increase our fundraising to reach our goal of \$20,000 for 2022.

BENEFITS OF YOUR EVENT OR PROJECT?

How does your project or event benefit or bring honor to the Dayton Community?

Citizens of Dayton regularly participated in the HBPets community spay/neuter transport program (Feb2011-Aug2017) before the clinic opened. Dayton residents continue to be clients of our McMinnville Spay Neuter Clinic which provides spay/neuter surgery and vaccinations services for both cats and dogs. Yamhill County citizens need affordable spay/neuter and vaccination services for pets and stray animals; many citizens can no longer afford surgery prices at regular veterinary hospitals which have risen dramatically in the last 2-3 years. The HBPets clinic is open to all citizens of Yamhill County at affordable prices.

Why do you think the Council should honor your request?

An affordable spay/neuter program is essential for successful animal population control. Spay/Neuter helps prevent the birth of unwanted kittens and puppies, reduce the number of animals needing to enter animal shelters, improve the health and longevity of cats and dogs, and vaccines prevent the spread of disease, all of which help to create a community with healthy and well-managed pet populations. The HBPets Clinic is the only low-cost spay/neuter clinic in Yamhill County.

Are there any unique or special things about your request or your project that you feel might assist the City Council in making a decision?

It is the mission of our clinic to provide low-cost services so all citizens will be able to get their pets fixed. We are able to offer lower prices because we are a non-profit business; however, we do have many operating expenses to cover. In addition, we now offer a feral cat package to encourage citizens to trap and bring in feral cats to receive spay/neuter and vaccination. The funds we request will allow us to continue to offer the discounted fees for our most needy citizens.

How & when do you plan to advise City Council on how their donation was used & the results of your event?

Homeward Bound Pets will be happy to report on activities and services of the Spay/Neuter Clinic whenever requested by the Dayton City Council.

Is your Group or Organization willing to do a volunteer project? Yes No

List the volunteer projects you are willing to complete & the date they can be completed by:

The Homeward Bound Spay/Neuter Clinic volunteers are trained to assist in clinic office work and in assisting the recovery of cats and dogs from surgery, and they commit their volunteer time to this mission. The Spay/Neuter clinic also works with local community groups, such as YOOP, EasterSeals, and MVAAdvancements, to train job skills. We also allow students from Linfield, OSU and other colleges to job shadow and learn about veterinary medicine and job opportunities. HBPets would be willing to participate in Dayton community events when it would be appropriate to have cats and dogs for adoption.

OFFICE/CITY COUNCIL USE

| | |
|---|-------------------------------------|
| Date Application Received: | Council Meeting Review Date: |
| Requested Funds Date: | |
| Date Application Approved: | Amount Approved: |
| Date results are to be reported: | Date results were reported: |
| Volunteer Project Required: <input type="checkbox"/> Yes <input type="checkbox"/> No | Date of Volunteer Project: |
| Type of Volunteer Project: | |
| Date Volunteer Project Completed: | |

PO Box 339 - 416 Ferry Street - Dayton OR 97114

Ph# (503) 864-2221 - Fax # (503) 864-2956 - Email: cityofdayton@ci.dayton.or.us - Website: ci.dayton.or.us

To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: Recology Western Oregon Proposed Rate Increase
Date: June 6, 2022

Background and Information

Dave Larmouth with Western Oregon will attend our June 6, 2022, City Council meeting to review the proposed rate increase with the Council. The new proposed rate increase for July 1 is 5.52%. The rate increases are summarized in the Rate Sheet and letter included in this packet.

Our Franchise agreement states Recology will submit a rate review report showing the actual allowable expenses incurred by the Franchisee in the preceding calendar year, the Operating Ratio for the preceding calendar year and the expected Operating Ratio for the upcoming year. ***“If the Report indicates that the Operating Ratio for the next succeeding 12-month period will be less than 85% or greater than 91% then rate review will automatically be implemented in accordance with this section.”*** Per the attached rate report, the projected Operating Ratio for FY22/23 is 100.10%. (Please see attached Rate Review Report.)

For reference, a 32-gallon cart service monthly fee is currently \$20.11 and with the increase it will be \$21.22. A 90-gallon cart is currently \$33.50 with the increase it will be \$35.35 per month. (See attached rate sheet for further information.)

As a reminder, in 20/21, Recology did not propose a rate increase for residential garbage service due to the COVID-19 pandemic. Only the large box rental rates (commercial use) were increased last year by 1.26%.

Dave Larmouth will attend our meeting to answer any questions the Council may have regarding the proposed rate increase.

City Manager Recommendation: I recommend the City Council approve the proposed rate increases.

Potential Motion to Approve – Rate Increase: “I move to approve the Recology Western Oregon rate increases as proposed effective July 1, 2022.”

Council Options:

- 1 – Move to approve the rate increase.
- 2 – Take no action and direct Staff to do more research and bring more options back to the City Council at a later date.



Ms. Rochelle Roaden
City Manager
City of Dayton
P.O. Box 339
Dayton, OR 97114

April 1, 2022

Dear Rochelle:

In compliance with the terms of our franchise agreement, please find enclosed the following documents that make up the Rate Review Report and Annual Financial Report:

1. Rate Review Report, which includes the following:
 - a. All the actual expenses incurred in the preceding calendar year, and all allowable expenses that we reasonably anticipate will be incurred in the upcoming rate year,
 - b. The allocation factors and percentages used to allocate shared expenses, and
 - c. The Operating Ratios for the preceding calendar year and the upcoming rate year.
2. Reviewed Financial Statement for RWO – Valley for calendar year 2021.
3. Rate Sheets showing the current and proposed rates for each service level.

2021 was a challenging year for our company and the customers we serve. Supply chain issues affected our ability to get carts, containers, and truck parts in a timely manner. In June, the surprise change in status of Riverbend Landfill derailed most of our plans and projects. We focused on making changes at our transfer station to handle the waste that had previously been delivered to Riverbend (about 20,000 tons per year). We also saw a steep increase in public tons delivered to the Transfer Station. While we could have sought a special rate adjustment immediately, we felt it would be better to have more information on all the possible impacts before requesting an adjustment. As a result, we absorbed these increased expenses for the entire 2021-22 rate year (July 1, 2021 to June 30, 2022).

Based on our projections for the upcoming rate year (July 1, 2022 – June 30, 2023), we expect to be outside the Operating Ratio range specified in our franchise agreement. As a result, we are proposing to increase rates by 5.52% to get us back into the range. This increase is necessary to cover increases in our disposal, labor, fuel and other operational costs. We have also proposed changes to the debris box rates to reflect the difference in haul times as well as the new disposal ton rate charged by the transfer station.

We appreciate the opportunity to provide these essential services to our neighbors in Dayton. We take this obligation seriously, and we are committed to keeping our operations running as expected. We look forward to attending an upcoming council meeting, either in person or via computer.

Please let us know if you have any questions or need any additional information. You can reach our Rate Analyst Dave Larmouth at 503-437-0103 or dlarmouth@recology.com.

Respectfully,

A handwritten signature in black ink, appearing to read 'Chris Carey', is written over a white background.

Chris Carey
General Manager

1850 NE Lafayette Ave., McMinnville, OR 97128-3434 | T: 503.434.5549 | recology.com

An Employee Owned Company

RWO - Valley Cost of Service Report 2021-22



| | RWO - Valley Total | | | City of Dayton | | |
|-----------------------------------|------------------------------------|--------------------------------------|----------------------|------------------------------------|--|--------------------------------------|
| | 2021 Calendar Year Actual | 2022-23 Projected Rate Year | Allocation Method | 2021 Calendar Year Actual | Adjustments and Projected Changes | 2022-23 Projected Rate Year |
| REVENUE | | | | Rate Adj. % >>> | 5.52% | back to range |
| Collection Services - Residential | \$ 7,670,079 | \$ 7,676,091 | Actual | \$ 245,709 | \$ 248 | \$ 245,956 |
| Collection Services - Commercial | \$ 4,330,773 | \$ 4,394,408 | Actual | \$ 63,838 | \$ 1,261 | \$ 65,099 |
| Collection Services - Debris Box | \$ 1,428,806 | \$ 1,459,557 | Actual | \$ 34,065 | \$ 9,253 | \$ 43,317 |
| COLLECTION SERVICES: | \$ 13,429,657 | \$ 13,530,056 | Actual | \$ 343,611 | | \$ 354,373 |
| Proposed Rate Adjustment | | | Actual | | | \$ 19,561 |
| Revenue - DB Disposal | \$ 736,052 | \$ 751,893 | Actual | \$ 27,758 | \$ 3,361 | \$ 31,119 |
| Revenue - Medical Waste | \$ 156,974 | \$ 164,334 | Actual | \$ 400 | \$ 115 | \$ 515 |
| Revenue - Other (fees & related) | \$ 3,048 | \$ 6,512 | Actual | \$ 70 | \$ 225 | \$ 295 |
| Non-Franchised Revenue | \$ 755,311 | \$ 804,870 | Actual | \$ - | \$ - | \$ - |
| Total Revenue | \$ 15,081,042 | \$ 15,257,665 | | \$ 371,839 | \$ 34,024 | \$ 405,863 |
| Franchise Fees | \$ (567,718) | \$ (572,754) | Actual | \$ (9,370) | | \$ (10,228) |
| Revenue w/o Franchise Fees | \$ 14,513,324 | \$ 14,684,911 | | \$ 362,469 | | \$ 395,635 |
| LABOR EXPENSES | | | | | | |
| Operational Personnel | \$ 1,659,336 | \$ 1,855,979 | Labor Hours | \$ 37,335 | \$ 4,424 | \$ 41,760 |
| Payroll Taxes | \$ 153,026 | \$ 171,160 | Labor Hours | \$ 3,443 | \$ 408 | \$ 3,851 |
| Medical Insurance | \$ 375,029 | \$ 507,783 | Labor Hours | \$ 8,438 | \$ 2,987 | \$ 11,425 |
| Other Benefits | \$ 223,387 | \$ 227,868 | Labor Hours | \$ 5,026 | \$ 101 | \$ 5,127 |
| Total Labor Expense | \$ 2,410,778 | \$ 2,762,790 | | \$ 54,243 | \$ 7,920 | \$ 62,163 |
| Disposal Charges | \$ 2,497,987 | \$ 2,957,534 | Vessel Weights | \$ 78,222 | \$ 14,390 | \$ 92,612 |
| Medical Waste & Supplies | \$ 80,521 | \$ 80,326 | Med. Waste | \$ 220 | \$ (1) | \$ 220 |
| Total Disposal Expense | \$ 2,578,508 | \$ 3,037,860 | | \$ 78,442 | \$ 14,390 | \$ 92,832 |
| OPERATIONAL EXPENSES | | | | | | |
| Fuel | \$ 455,642 | \$ 629,428 | Franchised Labor | \$ 10,252 | \$ 3,910 | \$ 14,162 |
| Fuel - Non-Franchised (N/F) | \$ 143,746 | \$ 198,572 | Actual | \$ - | \$ - | \$ - |
| Repairs and Maintenance | \$ 1,546,475 | \$ 1,670,193 | Franchised Labor | \$ 34,796 | \$ 2,784 | \$ 37,579 |
| Repairs and Maintenance - N/F | \$ 236,034 | \$ 254,916 | Actual | \$ - | \$ - | \$ - |
| Business Taxes and PUC | \$ 164,341 | \$ 174,541 | Franchised Labor | \$ 3,698 | \$ 229 | \$ 3,927 |
| Business Taxes and PUC - N/F | \$ 59,782 | \$ 62,771 | Actual | \$ - | \$ - | \$ - |
| Supplies & Uniforms | \$ 17,285 | \$ 18,668 | Labor Hours | \$ 389 | \$ 31 | \$ 420 |
| Operational Supplies/Safety | \$ 70,099 | \$ 75,707 | Labor Hours | \$ 1,577 | \$ 126 | \$ 1,703 |
| Contract Labor | \$ - | \$ - | Labor Hours | \$ - | \$ - | \$ - |
| Depreciation and Amortization | \$ 6,709 | \$ 6,739 | Franchised Labor | \$ 151 | \$ 1 | \$ 152 |
| Depreciation and Amortization N/F | \$ 4,749 | \$ 4,762 | Actual | \$ - | \$ - | \$ - |
| Operational Lease and Rent | \$ 895,875 | \$ 851,930 | Franchised Labor | \$ 20,157 | \$ (989) | \$ 19,168 |
| Operational Lease and Rent - N/F | \$ 167,427 | \$ 167,427 | Actual | \$ - | \$ - | \$ - |
| Insurance Expense | \$ 188,785 | \$ 203,888 | Labor Hours | \$ 4,248 | \$ 340 | \$ 4,587 |
| Yard Debris/wood & Other Funding | \$ 1,497,748 | \$ 1,389,469 | Program | \$ 32,906 | \$ (2,379) | \$ 30,527 |
| Recycling Expense | \$ 1,126,258 | \$ 955,800 | Recycling | \$ 36,478 | \$ (5,521) | \$ 30,957 |
| Purchase Recyclables | \$ - | \$ - | Recycling | \$ - | \$ - | \$ - |
| Other Operational | \$ 47,909 | \$ 51,742 | Labor Hours | \$ 1,078 | \$ 86 | \$ 1,164 |
| Total Operations Expense | \$ 6,628,864 | \$ 6,716,554 | | \$ 145,729 | \$ (1,381) | \$ 144,348 |
| SUBTOTAL | \$ 2,895,174 | \$ 2,167,708 | | \$ 84,056 | \$ 12,237 | \$ 96,293 |
| ADMINISTRATIVE EXPENSES | | | | | | |
| Management Services | \$ 452,424 | \$ 457,730 | Computed | \$ 11,155 | \$ 1,021 | \$ 12,176 |
| Administrative Services | \$ 1,357,289 | \$ 1,373,190 | Computed | \$ 33,466 | \$ 3,062 | \$ 36,528 |
| Non-Admin. Labor | \$ (18,230) | \$ - | Franchised Labor | \$ (410) | \$ 410 | \$ - |
| Office Supplies | \$ 11,247 | \$ 12,147 | Customers | \$ 384 | \$ 31 | \$ 415 |
| Postage | \$ 15,533 | \$ 16,776 | Customers | \$ 531 | \$ 42 | \$ 573 |
| Billing services | \$ 65,399 | \$ 70,631 | Customers | \$ 2,234 | \$ 179 | \$ 2,412 |
| Dues and Subscriptions | \$ 23,239 | \$ 25,098 | Customers | \$ 794 | \$ 63 | \$ 857 |
| Telephone | \$ 62,310 | \$ 67,295 | Customers | \$ 2,128 | \$ 170 | \$ 2,298 |
| Bank Service Charges | \$ 53,985 | \$ 58,304 | Customers | \$ 1,844 | \$ 148 | \$ 1,991 |
| Professional fees | \$ 14,319 | \$ 15,465 | Customers | \$ 489 | \$ 39 | \$ 528 |
| Travel | \$ 2,029 | \$ 2,191 | Customers | \$ 69 | \$ 6 | \$ 75 |
| Advertising and Promotions | \$ 1,796 | \$ 1,940 | Customers | \$ 61 | \$ 5 | \$ 66 |
| Business Meals | \$ 2,828 | \$ 3,054 | Customers | \$ 97 | \$ 8 | \$ 104 |
| Education & Training | \$ 765 | \$ 826 | Customers | \$ 26 | \$ 2 | \$ 28 |
| Contributions | \$ 8,075 | \$ 8,721 | Customers | \$ 276 | \$ 22 | \$ 298 |
| Bad Debt | \$ 152,556 | \$ 69,686 | Customers | \$ 5,210 | \$ (2,830) | \$ 2,380 |
| Other Administrative | \$ 6,909 | \$ 7,462 | Customers | \$ 236 | \$ 19 | \$ 255 |
| Total Admin Expense | \$ 2,212,473 | \$ 2,190,514 | | \$ 58,589 | \$ 2,396 | \$ 60,985 |
| EARNINGS FROM OPERATIONS | \$ 682,701 | \$ (22,807) | | \$ 25,467 | \$ 9,841 | \$ 35,308 |
| Interest Income | \$ (31,091) | \$ (27,827) | Not Allocated | \$ - | \$ - | \$ - |
| Loss on Asset Disposal | \$ (10,000) | \$ - | Not Allocated | \$ - | \$ - | \$ - |
| NET INCOME BEFORE TAX | \$ 723,792 | \$ 5,021 | | \$ 25,467 | \$ 9,841 | \$ 35,308 |
| Operating Margin | 4.99% | 0.03% | | 7.03% | 5.52% | 8.92% |
| Calculated Operating Ratio | 95.24% | 100.10% | | 92.90% | back to range | 91.00% |

RWO - Valley Cost of Service Report 2021-22



| | RWO - Valley Total | | | City of Dayton | | |
|--------------------------------------|------------------------------------|--------------------------------------|----------------------|------------------------------------|---|--------------------------------------|
| | 2021 Calendar Year Actual | 2022-23 Projected Rate Year | Allocation Method | 2021 Calendar Year Actual | Adjustments and Projected Changes | 2022-23 Projected Rate Year |
| Allocation Data: | | | | | | |
| Revenue (All RWO-VAL) | \$ 15,081,042 | \$ 15,257,665 | | \$ 371,839 | | \$ 405,863 |
| Revenue Percent | 100.00% | 100.00% | | 2.47% | | 2.66% |
| 2021 Labor Hours | | | | 2.25% | | 2.25% |
| 2021 Disposal | | | | 3.13% | | 3.13% |
| 2021 Recycling | | | | 3.24% | | 3.24% |
| 2021 Customer Count | | | | 3.42% | | 3.42% |
| 2021 Yard Debris | | | | 2.20% | | 2.20% |
| 2021 Medical Waste | | | | 0.27% | | 0.27% |
| 2021 Franchised Labor | | | | 2.25% | | 2.25% |
| Operating Ratio Calculation | | | | | | |
| Total Expenses: | | | | | | |
| Total Labor | \$ 2,410,778 | \$ 2,762,790 | | \$ 54,243 | | \$ 62,163 |
| Total Disposal | \$ 2,578,508 | \$ 3,037,860 | | \$ 78,442 | | \$ 92,832 |
| Total Operational | \$ 6,628,864 | \$ 6,716,554 | | \$ 145,729 | | \$ 144,348 |
| Total Administrative | \$ 2,212,473 | \$ 2,190,514 | | \$ 58,589 | | \$ 60,985 |
| Total | \$ 13,830,623 | \$ 14,707,718 | | \$ 337,002 | | \$ 360,327 |
| Less Non Allowable Expenses: | | | | | | |
| Interest on Purchase of routes | \$ - | \$ - | | \$ - | | \$ - |
| Contributions | \$ (8,075) | \$ (8,721) | | \$ (276) | | \$ (298) |
| Amortization | \$ - | \$ - | | | | |
| Allowable Expenses | \$ 13,822,548 | \$ 14,698,997 | | \$ 336,726 | | \$ 360,029 |
| Revenue | | | | | | |
| Revenue w/o Franchise Fees | \$ 14,513,324 | \$ 14,684,911 | | \$ 362,469 | | \$ 395,635 |
| Revenue (net of Pass Through) | \$ 14,513,324 | \$ 14,684,911 | | \$ 362,469 | | \$ 395,635 |
| Operating Ratio: | | | | | | |
| Allowable Expenses divided by | \$ 13,822,548 | \$ 14,698,997 | | \$ 336,726 | | \$ 360,029 |
| Revenue (w/o Franchise Fees) | \$ 14,513,324 | \$ 14,684,911 | | \$ 362,469 | | \$ 395,635 |
| Calculated Operating Ratio | <u>95.24%</u> | <u>100.10%</u> | | <u>92.90%</u> | proposed adjustment 5.52% back to range | <u>91.00%</u> |

RECOLOGY WESTERN OREGON

DAY CITY OF DAYTON

EFF. DATE: 7/1/2022

| CODE | DESCRIPTION | CURRENT RATE | INC % | INC \$\$ | NEW RATE |
|------|-------------|--------------|-------|----------|----------|
|------|-------------|--------------|-------|----------|----------|

CART SERVICES - CURBSIDE

CURBSIDE: WITHIN 4 FEET OF THE CURB OR ROAD, AND AWAY FROM ALL CARS, MAIL BOXES, OR OTHER ITEMS.

32 GALLON CART SERVICE

MONTHLY RATES

| | | | | | |
|-------|--------------------------|----------|-------|---------|----------|
| 32GWC | 32G CART-CURB | \$ 20.11 | 5.52% | \$ 1.11 | \$ 21.22 |
| 32GEC | 32G CART EOW-CURBSIDE | \$ 13.09 | 5.52% | \$ 0.72 | \$ 13.81 |
| 32GMC | 32G CART MONTHLY-CURB | \$ 7.04 | 5.52% | \$ 0.39 | \$ 7.43 |
| OC3C | 32 GAL CART ON CALL CURB | \$ 7.04 | 5.52% | \$ 0.39 | \$ 7.43 |

90 GALLON CART SERVICE

MONTHLY RATES

| | | | | | |
|-------|--------------------------|----------|-------|---------|----------|
| 90GWC | 90G CART-CURB | \$ 33.50 | 5.52% | \$ 1.85 | \$ 35.35 |
| 90GEC | 90G CART EOW-CURB | \$ 21.79 | 5.52% | \$ 1.20 | \$ 22.99 |
| 90GMC | 90G CART OAM-CURB | \$ 11.70 | 5.52% | \$ 0.65 | \$ 12.35 |
| OC9C | 90 GAL CART ON CALL CURB | \$ 11.70 | 5.52% | \$ 0.65 | \$ 12.35 |

MONTHLY CART RENT (FOR ON-CALL SERVICE)

| | | | | | |
|-------|-------------------------|------|-------|------|---------|
| 90GOC | 90G CART WILL CALL-CURB | \$ - | 0.00% | \$ - | \$ 2.70 |
|-------|-------------------------|------|-------|------|---------|

SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECTION)

RATE PER EACH

| | | | | | |
|-------|----------------------------------|----------|-------|---------|----------|
| SP32C | SPEC P/U 32G CART CURBSIDE | \$ 7.04 | 5.52% | \$ 0.39 | \$ 7.43 |
| SP90C | SPEC P/U 90G CART CURBSIDE | \$ 11.70 | 5.52% | \$ 0.65 | \$ 12.35 |
| 90OEC | SUBSCRIPTION YARD DEBRIS (90GAL) | \$ 7.50 | 0.00% | \$ - | \$ 7.50 |

Note: Recycle carts dumped as trash due to contamination may be charged the special pick-up rate.

CART SERVICES - NON-CURBSIDE (SIDEYARD)

NON-CURBSIDE: VISIBLE FROM THE STREET, OUTSIDE OF GARAGES AND FENCED AREAS.

32 GALLON CART SERVICE

MONTHLY RATES

| | | | | | |
|-------|--------------------------|----------|-------|---------|----------|
| 32GWS | 32G CART-SIDE | \$ 20.50 | 5.52% | \$ 1.13 | \$ 21.63 |
| 32GES | 32G CART EOW-SIDEYARD | \$ 13.32 | 5.52% | \$ 0.74 | \$ 14.06 |
| 32GMS | 32G CART MONTHLY-SIDE | \$ 7.16 | 5.52% | \$ 0.40 | \$ 7.56 |
| OC3S | 32 GAL CART ON CALL SIDE | \$ 7.16 | 5.52% | \$ 0.40 | \$ 7.56 |

90 GALLON CART SERVICE

MONTHLY RATES

| | | | | | |
|-------|--------------------------|----------|-------|---------|----------|
| 90GWS | 90G CART-SIDE | \$ 51.35 | 5.52% | \$ 2.83 | \$ 54.18 |
| 90GES | 90G CART EOW-SIDE | \$ 33.41 | 5.52% | \$ 1.84 | \$ 35.25 |
| 90GMS | 90G CART OAM-SIDE | \$ 17.97 | 5.52% | \$ 0.99 | \$ 18.96 |
| OC9S | 90 GAL CART ON CALL SIDE | \$ 17.97 | 5.52% | \$ 0.99 | \$ 18.96 |

MONTHLY CART RENT (FOR ON-CALL SERVICE)

| | | | | | |
|-------|-------------------------|------|-------|------|------|
| 90GOS | 90G CART WILL CALL-SIDE | \$ - | 0.00% | \$ - | \$ - |
|-------|-------------------------|------|-------|------|------|

SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECTION)

RATE PER EACH

| | | | | | |
|-------|--------------------------------|----------|-------|---------|----------|
| SP32S | SPEC P/U 32G CART NON CURBSIDE | \$ 7.16 | 5.52% | \$ 0.40 | \$ 7.56 |
| SP90S | SPEC P/U 90G CART NON CURBSIDE | \$ 17.97 | 5.52% | \$ 0.99 | \$ 18.96 |

Note: Recycle carts dumped as trash due to contamination may be charged the special pick-up rate.

RECOLOGY WESTERN OREGON

DAY CITY OF DAYTON

EFF. DATE: 7/1/2022

| CODE | DESCRIPTION | CURRENT RATE | INC % | INC \$\$ | NEW RATE |
|------|-------------|--------------|-------|----------|----------|
|------|-------------|--------------|-------|----------|----------|

OTHER SERVICES & FEES

EXTRAS - PER UNIT CHARGES (APPROX. 32 GALLONS PER UNIT)

RATE PER EACH

| | | | | | |
|-------|-------------------|---------|-------|---------|---------|
| XBAG | EXTRA BAG(S) | \$ 5.16 | 5.52% | \$ 0.28 | \$ 5.44 |
| XBOX | EXTRA BOX | \$ 5.16 | 5.52% | \$ 0.28 | \$ 5.44 |
| XCAN | EXTRA CAN(S) | \$ 5.16 | 5.52% | \$ 0.28 | \$ 5.44 |
| XMISC | EXTRA MISC | \$ 5.16 | 5.52% | \$ 0.28 | \$ 5.44 |
| X32 | EXTRA 32G CART(S) | \$ 5.16 | 5.52% | \$ 0.28 | \$ 5.44 |
| X90 | EXTRA 90G CART(S) | \$ 8.36 | 5.52% | \$ 0.46 | \$ 8.82 |

BULKY ITEM COLLECTION (SVC CHARGE + CHARGE PER ITEM)

RATES LISTED ARE FOR COLLECTION AT CURB. ADDITIONAL CHARGES MAY APPLY FOR RETRIEVAL.

RATE PER EACH

| | | | | | |
|------|-------------------------|----------|-------|---------|----------|
| APF | REFRIGERATOR/FREEZER | \$ 29.29 | 0.00% | \$ - | \$ 29.29 |
| APL | APPLIANCE | \$ 11.48 | 0.00% | \$ - | \$ 11.48 |
| FURN | FURNITURE CHARGE | \$ 17.57 | 0.00% | \$ - | \$ 17.57 |
| TREE | EXTRA CHRISTMAS TREE | \$ 10.28 | 5.52% | \$ 0.57 | \$ 10.85 |
| IRSC | IN ROUTE SERVICE CHARGE | \$ 24.09 | 5.52% | \$ 1.33 | \$ 25.42 |
| SC | SERVICE CHARGE | \$ 72.10 | 5.52% | \$ 3.98 | \$ 76.08 |

RELATED FEES

RATE PER EACH

| | | | | | |
|-------|-----------------------------|----------|-------|---------|----------|
| CRIR | CART REDELIVERY IN ROUTE | \$ 10.00 | 0.00% | \$ - | \$ 10.00 |
| CROR | CART REDELIVER OUT OF ROUTE | \$ 20.00 | 0.00% | \$ - | \$ 20.00 |
| CORDF | CONTAINER RE-DELIVERY FEE | \$ 72.10 | 5.52% | \$ 3.98 | \$ 76.08 |

Note: Re-Delivery fees apply for resume service after suspend.

RATE PER EACH

| | | | | | |
|-----|----------------------|----------|-------|------|----------|
| CCF | CART CLEANING FEE | \$ 10.00 | 0.00% | \$ - | \$ 10.00 |
| CRF | CART REPLACEMENT FEE | \$ 65.00 | 0.00% | \$ - | \$ 65.00 |

Note: Replacement fee is used for loss/damage beyond normal wear and tear.

RATE PER EACH

| | | | | | |
|-------|-------------------------|----------|-------|------|----------|
| WLI | WIND LATCH INSTALLATION | \$ 15.00 | 0.00% | \$ - | \$ 15.00 |
| RF | REINSTATEMENT FEE | \$ 15.00 | 0.00% | \$ - | \$ 15.00 |
| NSFCF | RETURNED CHECK FEE | \$ 25.00 | 0.00% | \$ - | \$ 25.00 |

FRONT-LOAD CONTAINER SERVICE

1 YARD CONTAINERS

MONTHLY RATES

| | | | | | |
|-----|-------------------------|-----------|-------|---------|-----------|
| 1GW | 1YD TRASH | \$ 152.93 | 5.52% | \$ 8.44 | \$ 161.37 |
| 1GE | 1YD TRASH EOW | \$ 92.13 | 5.52% | \$ 5.09 | \$ 97.22 |
| 1GM | 1YD TRASH MONTHLY | \$ 59.40 | 5.52% | \$ 3.28 | \$ 62.68 |
| 1OC | ON CALL-1YD TRASH | \$ 30.87 | 5.52% | \$ 1.70 | \$ 32.57 |
| 1XP | EXTRA PICK UP-1YD TRASH | \$ 30.87 | 5.52% | \$ 1.70 | \$ 32.57 |

1.5 YARD CONTAINERS

MONTHLY RATES

| | | | | | |
|------|---------------------------|-----------|-------|----------|-----------|
| 1HGW | 1.5YD TRASH | \$ 190.71 | 5.52% | \$ 10.53 | \$ 201.24 |
| 1HGE | 1.5YD TRASH EOW | \$ 111.02 | 5.52% | \$ 6.13 | \$ 117.15 |
| 1HGM | 1.5YD TRASH MONTHLY | \$ 68.14 | 5.52% | \$ 3.76 | \$ 71.90 |
| 1HOC | ON CALL-1.5YD TRASH | \$ 40.49 | 5.52% | \$ 2.24 | \$ 42.73 |
| 1HXP | EXTRA PICK UP-1.5YD TRASH | \$ 40.49 | 5.52% | \$ 2.24 | \$ 42.73 |

RECOLOGY WESTERN OREGON

DAY CITY OF DAYTON

EFF. DATE: 7/1/2022

| CODE | DESCRIPTION | CURRENT RATE | INC % | INC \$\$ | NEW RATE |
|------|-------------|--------------|-------|----------|----------|
|------|-------------|--------------|-------|----------|----------|

2 YARD CONTAINERS

MONTHLY RATES

| | | | | | |
|-----|-------------------------|-----------|-------|----------|-----------|
| 2GW | 2YD TRASH | \$ 228.45 | 5.52% | \$ 12.61 | \$ 241.06 |
| 2GE | 2YD TRASH EOW | \$ 129.89 | 5.52% | \$ 7.17 | \$ 137.06 |
| 2GM | 2YD TRASH MONTHLY | \$ 76.85 | 5.52% | \$ 4.24 | \$ 81.09 |
| 2OC | ON CALL-2YD TRASH | \$ 50.08 | 5.52% | \$ 2.76 | \$ 52.84 |
| 2XP | EXTRA PICK UP-2YD TRASH | \$ 50.08 | 5.52% | \$ 2.76 | \$ 52.84 |

3 YARD CONTAINERS

MONTHLY RATES

| | | | | | |
|-----|-------------------------|-----------|-------|----------|-----------|
| 3GW | 3YD TRASH | \$ 303.99 | 5.52% | \$ 16.78 | \$ 320.77 |
| 3GE | 3YD TRASH EOW | \$ 167.67 | 5.52% | \$ 9.26 | \$ 176.93 |
| 3GM | 3YD TRASH MONTHLY | \$ 94.31 | 5.52% | \$ 5.21 | \$ 99.52 |
| 3OC | ON CALL-3YD TRASH | \$ 69.25 | 5.52% | \$ 3.82 | \$ 73.07 |
| 3XP | EXTRA PICK UP-3YD TRASH | \$ 69.25 | 5.52% | \$ 3.82 | \$ 73.07 |

4 YARD CONTAINERS

MONTHLY RATES

| | | | | | |
|-----|-------------------------|-----------|-------|----------|-----------|
| 4GW | 4YD TRASH | \$ 379.52 | 5.52% | \$ 20.95 | \$ 400.47 |
| 4GE | 4YD TRASH EOW | \$ 205.42 | 5.52% | \$ 11.34 | \$ 216.76 |
| 4GM | 4YD TRASH MONTHLY | \$ 111.73 | 5.52% | \$ 6.17 | \$ 117.90 |
| 4OC | ON CALL-4YD TRASH | \$ 88.46 | 5.52% | \$ 4.88 | \$ 93.34 |
| 4XP | EXTRA PICK UP-4YD TRASH | \$ 88.46 | 5.52% | \$ 4.88 | \$ 93.34 |

5 YARD CONTAINERS

MONTHLY RATES

| | | | | | |
|-----|-------------------------|-----------|-------|----------|-----------|
| 5GW | 5YD TRASH | \$ 455.05 | 5.52% | \$ 25.12 | \$ 480.17 |
| 5GE | 5YD TRASH EOW | \$ 243.20 | 5.52% | \$ 13.42 | \$ 256.62 |
| 5GM | 5YD TRASH MONTHLY | \$ 129.20 | 5.52% | \$ 7.13 | \$ 136.33 |
| 5OC | ON CALL-5YD TRASH | \$ 107.65 | 5.52% | \$ 5.94 | \$ 113.59 |
| 5XP | EXTRA PICK UP-5YD TRASH | \$ 107.65 | 5.52% | \$ 5.94 | \$ 113.59 |

6 YARD CONTAINERS

MONTHLY RATES

| | | | | | |
|-----|-------------------------|-----------|-------|----------|-----------|
| 6GW | 6YD TRASH | \$ 530.57 | 5.52% | \$ 29.29 | \$ 559.86 |
| 6GE | 6YD TRASH EOW | \$ 280.94 | 5.52% | \$ 15.51 | \$ 296.45 |
| 6GM | 6YD TRASH MONTHLY | \$ 146.63 | 5.52% | \$ 8.09 | \$ 154.72 |
| 6OC | ON CALL-6YD TRASH | \$ 126.83 | 5.52% | \$ 7.00 | \$ 133.83 |
| 6XP | EXTRA PICK UP-6YD TRASH | \$ 126.83 | 5.52% | \$ 7.00 | \$ 133.83 |

8 YARD CONTAINERS

No new customers at this size - safety issues

| | | | | | |
|-----|-------------------------|-----------|-------|----------|-----------|
| 8GW | 8YD TRASH | \$ 625.14 | 5.52% | \$ 34.51 | \$ 659.65 |
| 8GE | 8YD TRASH EOW | \$ 328.23 | 5.52% | \$ 18.12 | \$ 346.35 |
| 8GM | 8YD TRASH MONTHLY | \$ 168.46 | 5.52% | \$ 9.30 | \$ 177.76 |
| 8OC | ON CALL-8YD TRASH | \$ 150.84 | 5.52% | \$ 8.33 | \$ 159.17 |
| 8XP | EXTRA PICK UP-8YD TRASH | \$ 150.84 | 5.52% | \$ 8.33 | \$ 159.17 |

CONTAINER MONTHLY RENT (CHARGED TO WILL-CALL CUSTOMERS, SAME FOR ALL SIZES)

| | | | | | |
|------|------------------|----------|-------|------|----------|
| RNT1 | 1YD RENT - TRASH | \$ 20.00 | 0.00% | \$ - | \$ 20.00 |
|------|------------------|----------|-------|------|----------|

FRONT-LOAD COMPACTOR RATE FACTORS - For all compacted material, including pre-compacted waste.

| | | | |
|---|--------------|--------------|--------------|
| Compactor Rating | 4 : 1 | 3 : 1 | 2 : 1 |
| Factor applied to container rate of same size | 1.5 | 1.3 | 1.12 |

RECOLOGY WESTERN OREGON

DAY CITY OF DAYTON

EFF. DATE: 7/1/2022

| CODE | DESCRIPTION | CURRENT RATE | INC % | INC \$\$ | NEW RATE |
|------|-------------|--------------|-------|----------|----------|
|------|-------------|--------------|-------|----------|----------|

DEBRIS BOX SERVICES

SET HAUL FEES (BASED ON AVERAGE TRUCK TIMES)

RATE PER HAUL

| | | | | | |
|------|--------------------------------|-----------|--------|-----------|-----------|
| DEL | DELIVERY CHARGE | \$ 62.93 | 7.26% | \$ 4.57 | \$ 67.50 |
| 10HG | TRASH BOX HAUL FEE (ALL SIZES) | \$ 157.31 | -5.60% | \$ (8.81) | \$ 148.50 |
| 40CG | COMPACTOR HAUL FEE (ALL SIZES) | \$ 187.85 | -5.14% | \$ (9.65) | \$ 178.20 |

DEBRIS BOX DISPOSAL FEES

RATE PER UNIT

| | | | | | |
|------|--|----------|--------|----------|----------|
| DFDM | DISPOSAL FEE - DEMOLITION (\$\$/TON) | \$ 46.82 | 61.43% | \$ 28.76 | \$ 75.58 |
| DFG | DISPOSAL FEE - GARBAGE (\$\$/TON) | \$ 46.82 | 61.43% | \$ 28.76 | \$ 75.58 |
| DFWD | DISPOSAL FEE - CLEAN WOOD (\$\$/TON) | \$ 43.69 | 0.00% | \$ - | \$ 43.69 |
| DFYD | DISPOSAL FEE - YARD DEBRIS (\$\$/YD ³) | \$ - | 0.00% | \$ - | \$ - |

Note: Recycling ton fees will be equal to or less than trash fees, based on current market pricing.

TEMPORARY DEBRIS BOXES - COD RATES (INCLUDES HAUL & AVERAGE DISPOSAL FOR BOX SIZE)

| | | | | | |
|------|------------------------|-----------|--------|----------|-----------|
| 10DG | 10 YARD BOX W/DISPOSAL | \$ 275.11 | 15.81% | \$ 43.49 | \$ 318.60 |
| 20DG | 20 YARD BOX W/DISPOSAL | \$ 386.14 | 16.75% | \$ 64.66 | \$ 450.80 |
| 30DG | 30 YARD BOX W/DISPOSAL | \$ 497.15 | 17.29% | \$ 85.95 | \$ 583.10 |

RELATED FEES

RATE PER DAY

| | | | | | |
|-------|------------------|----------|-------|---------|----------|
| RENTD | DAILY RENTAL FEE | \$ 10.02 | 5.52% | \$ 0.55 | \$ 10.57 |
|-------|------------------|----------|-------|---------|----------|

Note: Daily Rent applies after 48 hours, excluding evenings and weekends.

RATE PER MONTH

| | | | | | |
|-------|--------------------|-----------|-------|---------|-----------|
| RENTM | MONTHLY RENTAL FEE | \$ 141.99 | 5.52% | \$ 7.84 | \$ 149.83 |
|-------|--------------------|-----------|-------|---------|-----------|

Note: Monthly rent applies for customers who keep a box for a year or longer.

RATE PER HOUR

| | | | | | |
|------|-----------------------|-----------|-------|----------|-----------|
| TIME | TRUCK TIME FEE | \$ 123.99 | 5.52% | \$ 6.84 | \$ 130.83 |
| 1T1E | 1 TRUCK - 1 EMPLOYEE | \$ 144.21 | 5.52% | \$ 7.96 | \$ 152.17 |
| 1T2E | 1 TRUCK - 2 EMPLOYEES | \$ 216.32 | 5.52% | \$ 11.94 | \$ 228.26 |

Note: Hourly Truck Time is used for hauls to destinations outside our normal operating areas.

TEMPORARY RENTAL CONTAINERS

RATE PER EACH

| | | | | | |
|-------|-------------------------------|----------|-------|---------|----------|
| 3YRGD | DELV 3 YD RENTAL FOR TRASH | \$ 90.73 | 5.52% | \$ 5.01 | \$ 95.74 |
| 3YRGP | SERVICE 3 YD RENTAL FOR TRASH | \$ 82.01 | 5.52% | \$ 4.53 | \$ 86.54 |
| 3YRXD | ADDL DAY - 3YD RENT CONTAINER | \$ 2.00 | 0.00% | \$ - | \$ 2.00 |

Note: Temporary = not longer than 30 days, with 45 days between projects. Rent included for first 7 days.

BULKY ITEMS - DEBRIS BOX

STANDARD FEES APPLY FOR THESE ITEMS IF DECLARED & SEPARATED ACCORDING TO INSTRUCTIONS.

ADDITIONAL FEES MAY APPLY FOR ITEMS FOUND IN LOADS.

RATE PER EACH

| | | | | | |
|-------|----------------------|----------|-------|------|----------|
| TOFFR | TIRE CHARGE NO RIM | \$ 4.69 | 0.00% | \$ - | \$ 4.69 |
| TONR | TIRE CHARGE ON RIM | \$ 9.37 | 0.00% | \$ - | \$ 9.37 |
| APPL | APPLIANCE | \$ 11.72 | 0.00% | \$ - | \$ 11.72 |
| APF | REFRIGERATOR/FREEZER | \$ 29.29 | 0.00% | \$ - | \$ 29.29 |

MEDICAL WASTE COLLECTION SERVICES

RATE PER EACH

| | | | | | |
|-------|--------------------------------|----------|-------|------|----------|
| M4HSC | 4.7 QT SHARPS CONTAINER | \$ 31.54 | 0.00% | \$ - | \$ 31.54 |
| M10SC | 10 QT SHARPS CONTAINER | \$ 34.82 | 0.00% | \$ - | \$ 34.82 |
| M23SC | 23 QT SHARPS CONTAINER | \$ 57.25 | 0.00% | \$ - | \$ 57.25 |
| 9CDBC | 9GAL CONFIDENTIAL DOCUMENT BOX | \$ 48.35 | 0.00% | \$ - | \$ 48.35 |
| MLGPB | PATHOLOGY BOX | \$ 51.00 | 0.00% | \$ - | \$ 51.00 |
| MW17G | MEDICAL WASTE 17 GAL | \$ 22.50 | 0.00% | \$ - | \$ 22.50 |
| MW31G | MEDICAL WASTE 31 GAL | \$ 29.00 | 0.00% | \$ - | \$ 29.00 |
| MW43G | MEDICAL WASTE 43 GAL | \$ 35.00 | 0.00% | \$ - | \$ 35.00 |
| MWTCB | MEDICAL WASTE TRACE CHEMO BOX | \$ 51.00 | 0.00% | \$ - | \$ 51.00 |

Note: Additional fees may apply for overweight tubs. Improperly prepared materials cannot be collected.

Finance Charges (0.75% monthly, 9% annually) will be assessed on any past due amount (excluding amounts in dispute over billing or service issues).
Billing Terms: Commercial Accounts are billed on a monthly basis.
Residential accounts are billed once every three months, in advance.

Recology Western Oregon - Valley Inc.
(A Wholly Owned Subsidiary of Recology Inc.)
Financial Statements
December 31, 2021
(With Independent Accountant's Review Report)



TABLE OF CONTENTS

| | <u>Page No.</u> |
|--|-----------------|
| Independent Accountant's Review Report | 1 |
| Balance Sheet | 2 |
| Statement of Earnings and Stockholder's Investment | 3 |
| Statement of Cash Flows | 4 |
| Notes to Financial Statements | 5 - 11 |
| Supplementary Information | |
| Schedule of Expenses | 13 |



INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors of
Recology Western Oregon – Valley Inc.
McMinnville, Oregon

We have reviewed the accompanying financial statements of Recology Western Oregon – Valley Inc., which comprise the balance sheet as of December 31, 2021, and the related statements of earnings and stockholders' investment, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America. The supplementary information included in the accompanying Schedule of Expenses is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, and we did not become aware of any material modifications that should be made to such information.

Armanino LLP

Armanino^{LLP}
San Ramon, California

March 25, 2022



RECOLOGY WESTERN OREGON - VALLEY INC.
(A Wholly Owned Subsidiary of Recology Inc.)

Balance Sheet
December 31, 2021

ASSETS

| | |
|--|---------------------|
| Current assets: | |
| Accounts receivable, net of allowance for doubtful accounts of \$19,866 | \$ 1,801,178 |
| Prepaid expenses | 49,902 |
| Due from parent | <u>226,496</u> |
| Total current assets | <u>2,077,576</u> |
| Fixed assets: | |
| Machinery and equipment | 2,036,496 |
| Less accumulated depreciation | <u>(2,020,669)</u> |
| Property and equipment, net | <u>15,827</u> |
| Total assets | <u>\$ 2,093,403</u> |

LIABILITIES AND STOCKHOLDER'S INVESTMENT

| | |
|--|---------------------|
| Current liabilities: | |
| Accounts payable | \$ 53,655 |
| Accrued liabilities | 261,617 |
| Deferred revenues | 1,285,885 |
| Deferred taxes | <u>34,129</u> |
| Total current liabilities | <u>1,635,286</u> |
| Stockholder's investment, net | <u>458,117</u> |
| Total liabilities and stockholder's investment | <u>\$ 2,093,403</u> |

See accompanying notes to financial statements and independent accountant's review report.

RECOLOGY WESTERN OREGON - VALLEY INC.
(A Wholly Owned Subsidiary of Recology Inc.)
Statement of Earnings and Stockholder's Investment
For the year ended December 31, 2021

| | | |
|--|--|----------------------|
| Revenues, net | | \$ <u>14,513,324</u> |
| Cost of operations | | |
| Intercompany refuse disposal | | 2,071,441 |
| Third party refuse disposal | | 507,067 |
| Labor costs | | 2,410,778 |
| Operational expenses | | <u>6,628,864</u> |
| Total cost of operations | | <u>11,618,150</u> |
| Gross profit | | 2,895,174 |
| General and administrative expenses | | <u>2,212,473</u> |
| Earnings from operations | | <u>682,701</u> |
| Other income | | |
| Interest income | | 31,091 |
| Gain on asset disposal | | <u>10,000</u> |
| Total other income | | 41,091 |
| Net earnings | | 723,792 |
| Stockholder's investment, net, beginning of year | | 684,888 |
| Net distributions to parent and affiliates | | <u>(950,563)</u> |
| Stockholder's investment, net, end of year | | <u>\$ 458,117</u> |

See accompanying notes to financial statements and independent accountant's review report.

RECOLOGY WESTERN OREGON - VALLEY INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Statement of Cash Flows

For the year ended December 31, 2021

| | |
|---|------------------|
| Cash flows from operating activities: | |
| Net earnings | \$ 723,792 |
| Adjustments to reconcile net income to cash provided by operating activities: | |
| Depreciation | 11,458 |
| Gain on disposal of equipment | (10,000) |
| Provision for bad debts | 152,556 |
| Changes in assets and liabilities: | |
| Accounts receivable | 74,439 |
| Prepaid expenses | 11,028 |
| Due from parent | (5,864) |
| Accounts payable | 17,567 |
| Accrued liabilities | (81,752) |
| Deferred revenues | 55,633 |
| Deferred taxes | (8,294) |
| Net cash provided by operating activities | <u>940,563</u> |
| Cash flows provided by investing activities: | |
| Proceeds from sale of equipment sold | <u>10,000</u> |
| Cash flows used in financing activities: | |
| Net distributions to parent and affiliates | <u>(950,563)</u> |
| Net change in cash | - |
| Cash, beginning of year | <u>-</u> |
| Cash, end of year | <u>\$ -</u> |

See accompanying notes to financial statements and independent accountant's review report.

RECOLOGY WESTERN OREGON - VALLEY INC.

(A Wholly - Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2021

1. ORGANIZATION AND ACCOUNTING POLICIES

Organization

Recology Western Oregon - Valley Inc. (the "Company"), is a wholly owned subsidiary of Recology Oregon Inc., which is a wholly owned subsidiary of Recology Inc. (the "Parent" or "Recology"), which in turn is wholly owned by the Recology Employee Stock Ownership Plan (the "Recology ESOP" or the "ESOP").

Revenue recognition and accounts receivable

The Company recognizes revenue on an accrual basis when services are performed. Deferred revenues primarily consist of revenues billed in advance that are recorded as revenue in the period in which the related services are rendered. The majority of the Company's revenue is subject to rate regulation by the municipalities in which it operates.

The Company's receivables are recorded when billed and represent claims against third parties that will be settled in cash. The carrying value of the Company's receivables, net of the allowance for doubtful accounts, represents their estimated net realizable value. The Company estimates its allowance for doubtful accounts based on several factors, including historical collection trends, type of customer, existing economic conditions and other factors.

In accordance with the Company's adoption of ASU 2014-09 during 2019, municipal franchise fees totaling \$567,718 are presented as a reduction to revenue for the year ended December 31, 2021.

Property and equipment

Property and equipment, including major renewals and betterments, are stated at cost. It is the Company's policy to periodically review the estimated useful lives of its property and equipment. Depreciation is calculated on a straight-line basis over the estimated useful lives of assets as follows:

| | <u>Estimated useful lives</u> |
|-------------------------|------------------------------------|
| Buildings | 20-40 years |
| Leasehold improvements | Shorter of lease or useful life |
| Machinery and equipment | 6-8 years |
| Furniture and fixtures | 8 years |
| Vehicles | 9 years |
| Containers | 10 years |

Depreciation expense amounted to \$11,458 for the year ended December 31, 2021. The cost of maintenance and repairs is charged to operations as incurred; the cost of significant renewals and betterments are capitalized.

RECOLOGY WESTERN OREGON - VALLEY INC.
(A Wholly - Owned Subsidiary of Recology Inc.)
Notes to Financial Statements
December 31, 2021

1. ORGANIZATION AND ACCOUNTING POLICIES (Continued)

Environmental remediation liabilities

The Company accrues environmental remediation costs when they become probable and based on its best estimate within a range. If no amount within the range appears to be a better estimate than any other, the low end of such range is used. Remediation costs are estimated by environmental remediation professionals based upon site remediation plans they develop and on their experience working with regulatory agencies and the Company's environmental staff and legal counsel. All estimates require assumptions about future events due to a number of uncertainties, including the nature and extent of any contamination, the appropriate remedy or remedies, the final apportionment of responsibility among the potentially responsible parties, if any are identified, the financial viability of other potentially responsible parties, and regulatory agency requirements. Thus, actual costs incurred may differ from the Company's initial estimate. These estimates do not take into account discounts for the present value of total estimated future costs, as the timing of cash payments is not reliably determinable. The Company regularly evaluates the recorded liabilities when additional information becomes available or regulatory changes occur to ascertain whether the accrued amounts are adequate. The Company does not recognize recoverable amounts from other responsible parties or insurance carriers until receipt is deemed probable. No environmental liabilities were accrued at December 31, 2021.

Impairment of long-lived assets

The Company's policy is to review estimated undiscounted future cash flows and other measures of asset value for its operations when events or changes in circumstances indicate the carrying value of an asset may not be fully recoverable.

During the year ended December 31, 2021, there were no events or changes in circumstances that indicated the carrying value of an asset was not fully recoverable.

Income taxes

Effective October 1, 1998, the Parent elected to become an S corporation with the Company electing to be treated as a Qualified Subchapter S corporation subsidiary. Under S corporation rules, the Parent's taxable income and losses are passed through to the ESOP, the Parent's sole shareholder, which is exempt from income tax, and the Company is treated as a division of the Parent having no separate income tax obligations. The Parent has not allocated the income tax expense to the Company.

The Company recognizes income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that has a greater than 50% likelihood of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs. The Company's accounting policy for evaluating uncertain tax positions is to accrue estimated benefits or obligations relating to those positions.

The Company records interest related to unrecognized tax benefits as interest expense and penalties as an administrative expense. For the year ended December 31, 2021, there was no interest or penalties recorded because the Company has no uncertain tax positions that meet the more likely than not threshold.

RECOLOGY WESTERN OREGON - VALLEY INC.
(A Wholly - Owned Subsidiary of Recology Inc.)
Notes to Financial Statements
December 31, 2021

1. ORGANIZATION AND ACCOUNTING POLICIES (continued)

Cash concentration account

The Company's bank account is linked to the Parent's concentration account. Cash balances (or deficits) at the end of each day are automatically transferred to (or from) the concentration account. At the end of any particular day, as well as at year-end, the Company's bank account has a zero balance, with related amounts debited or credited to the underlying intercompany account.

Allocations

The Company includes allocated charges from the Parent and affiliates in operating expenses. The charges are allocated by applying activity appropriate factors to direct and indirect costs of the Parent and affiliates or based upon established fees.

Use of estimates

Management of the Company has made a number of estimates and assumptions relating to the reporting of assets and liabilities and the disclosure of contingent assets and liabilities to prepare these financial statements in conformity with accounting principles generally accepted in the United States of America. The more significant estimates requiring the judgment of management include the valuation of the allowance for doubtful accounts and accrued franchise fees. Actual results could differ from those estimates.

Stockholder's investment, net

The Company has 100,000 shares of common stock authorized and 1,000 shares issued and outstanding with no par value as of December 31, 2021. Stockholder's investment, net is comprised of the legal capital plus cumulative contributions net of distributions.

Fair value of financial instruments

The carrying amounts reported in the balance sheets of the assets and liabilities, which are considered to be financial instruments (such as receivables, accounts payable, and accrued liabilities), approximate their fair value based upon current market indicators.

Concentration of credit risk

Cash and accounts receivable are financial instruments that potentially expose the Company to credit risk. The Company's bank account is linked to the Parent's concentration account. Cash balances (or deficits) at the end of each day are automatically transferred to (or from) the concentration account. Management believes that the Company is not exposed to significant concentration risk on cash. As of December 31, 2021, two jurisdictions accounted for approximately 78% of the accounts receivable balance.

RECOLOGY WESTERN OREGON - VALLEY INC.
(A Wholly - Owned Subsidiary of Recology Inc.)
Notes to Financial Statements
December 31, 2021

1. ORGANIZATION AND ACCOUNTING POLICIES (continued)

Leases

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842). ASU 2016-02 requires lessees to recognize a right of use asset and a lease liability for virtually all of their leases (other than leases that meet the definition of a short-term lease). The liability will be equal to the present value of lease payments. The asset will be based on the liability, subject to adjustment, such as for initial direct costs. For income statement purposes, the FASB retained a dual model, requiring leases to be classified as either operating or finance. Operating leases will result in straight line expense (similar to current operating leases) while finance leases will result in a front-loaded expense pattern (similar to current capital leases). Classification will be based on criteria that are largely similar to those applied in current lease accounting, but without explicit bright lines. The new standard is effective for private companies for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2021, with early adoption permitted. The Company adopted the new standard as of October 1, 2021, using a modified retrospective transition and will consider certain permitted practical expedients. The Company has assessed the impact of implementing this new accounting standard on its combined financial statements. Recology Western Oregon – Valley Inc. did not record a right of use asset.

2. OPERATIONS

The Company collects refuse and recyclables in the City of McMinnville and surrounding municipalities in Yamhill and Polk Counties. The Company's refuse collection rates are set by these municipalities. The rate setting process may result in the disallowance of certain costs and/or delays in cost recovery, as well as differences in the timing of when revenues and expenses are recognized.

During the year ended December 31, 2021, the Company disposed of refuse collected by its operations at a facility owned and operated by an affiliate as well as a facility owned and operated by a third party. Yard debris and other recyclable commodities were primarily disposed at a facility owned and operated by an affiliate.

3. COMMITMENTS AND CONTINGENCIES

Substantially all of the assets of the Company are pledged to secure the obligations of the Parent. The Company, along with the Parent and the Parent's wholly owned subsidiaries, has guaranteed the repayment, on a joint and several bases, of any and all obligations under the Parent's Revolving Credit Agreement. The Company could be required to honor the guarantee upon an uncured default event, as defined in the Parent's Revolving Credit Agreement. The Parent's Revolving Credit Agreement expires in December 2026. At September 30, 2021, there was an outstanding balance of \$262.0 million on the Parent's Revolving Credit Agreement and there were standby letters of credit issued totaling \$111.2 million. The Parent has represented to the Company that it is in compliance with all covenants of the Revolving Credit Agreement.

RECOLOGY WESTERN OREGON - VALLEY INC.
(A Wholly - Owned Subsidiary of Recology Inc.)
Notes to Financial Statements
December 31, 2021

3. COMMITMENTS AND CONTINGENCIES (continued)

The Parent and its subsidiaries, including the Company, are subject to various laws and regulations relating to the protection of the environment. It is not possible to quantify with certainty the potential impact of actions regarding environmental matters, particularly any future remediation, and other compliance efforts. The Parent has environmental impairment liability insurance, which covers the sudden or gradual onset of environmental damage to third parties, on all owned and operated facilities. In the opinion of management, compliance with present environmental protection laws will not have a material adverse effect on the results of operations of the Company provided costs are substantially covered in the Company's rates on a timely basis.

The Company and the Parent are involved in various legal actions arising in the normal course of business. It is the Company's opinion that these matters are adequately provided for or that the resolution of such matters will not have a material adverse impact on the financial position or results of operations of the Company or the Parent.

4. LEASE EQUIPMENT AND PROPERTY OBLIGATIONS

The Company has cancelable agreements with an affiliate whereby it pays for use of certain operating equipment. Future payments for continued use of the equipment and property, by year-end and in aggregate, as of December 31, 2021 are as follows:

| | |
|--------------------------|--------------------|
| Year ending December 31: | |
| 2022 | \$ 928,809 |
| 2023 | 808,905 |
| 2024 | 550,570 |
| 2025 | 390,990 |
| 2026 | 215,908 |
| Thereafter | <u>134,409</u> |
| Total future payments | <u>\$3,029,591</u> |

Rental expense for the year ended December 31, 2021, was \$1,063,302 including amounts under short-term rental agreements with third parties and affiliates.

Under the terms of the equipment lease agreement with an affiliate, and in accordance with existing rate policies, the Company may continue to use certain equipment under operating leases without a related payment once the affiliate's equipment cost and related interest have been funded through operating lease payments.

RECOLOGY WESTERN OREGON - VALLEY INC.
(A Wholly - Owned Subsidiary of Recology Inc.)
Notes to Financial Statements
December 31, 2021

5. TRANSACTION WITH RELATED PARTIES

During the year ended December 31, 2021, operating and other expenses of the Company included allocated charges from the Parent and affiliates. Such charges are based upon the direct and indirect costs of the Parent and affiliates, or established fees, and allocated based on specific activities. The allocated charges are as follows:

| | |
|---|--------------------|
| Parent: | |
| Health insurance | \$ 11,551 |
| Worker's compensation | 90,356 |
| 401(k) employer portion | (705) |
| General and vehicle insurance | <u>188,785</u> |
| | <u>289,987</u> |
| Affiliates: | |
| Collection Revenue | (725,054) |
| Rental of equipment | 903,028 |
| Property rental | 12,960 |
| Disposal costs | 3,569,189 |
| Processing fees | 1,126,258 |
| General and administration allocation | 1,357,289 |
| Truck and garage expenses | 1,001,026 |
| Regional management and accounting fees | <u>434,194</u> |
| | <u>7,678,890</u> |
| Total | <u>\$7,968,877</u> |

During the year ended December 31, 2021, amounts due from or payable to Parent and affiliates were accumulated by the Company and, as of the Parent's fiscal year-end, September 30, 2021, the net amount was settled by way of capital contributions or distributions. Changes in amounts due from or payable to Parent or affiliates are presented as a financing activity in the statement of cash flows, except as related to expenditures attributable to property and equipment. For the three months from October 1, 2021, to December 31, 2021, the net amount was not settled by way of capital contributions or distributions, net amounts due from parents totaled \$226,496 as of December 31, 2021.

6. EMPLOYEE STOCK OWNERSHIP PLAN

In 1986, the Parent established an employee stock ownership plan and trust, which purchased all of the Parent's outstanding stock. The ESOP is a noncontributory plan that covers substantially all of the employees of the Company and other Recology subsidiaries. Employees, except under certain conditions, become fully vested after a requirement of three years of service. No vesting occurs until the full-service requirement is satisfied.

The Parent's common stock is not traded on an established market. Presently, all shares are held by the ESOP. All distributions will be made from the ESOP in cash, which is received from Recology, or shares, subject to immediate repurchase by Recology. A participant who is vested is entitled to begin receiving a distribution from his or her ESOP account at a future date following his or her termination of employment. Distributions may be made in a lump-sum, equal annual installments over a period generally not to exceed five years, or a combination of the foregoing, generally as determined by the ESOP Administrative Committee, the "Committee".

RECOLOGY WESTERN OREGON - VALLEY INC.
(A Wholly - Owned Subsidiary of Recology Inc.)
Notes to Financial Statements
December 31, 2021

6. EMPLOYEE STOCK OWNERSHIP PLAN (continued)

The Committee also generally determines the time and manner of distributions, subject to the following limitations: (i) in the event of a participant's retirement, disability, or death, distribution must begin prior to September 30th of the plan year following the plan year in which employment terminates; and (ii) if a participant's employment terminates for any other reason, distribution must begin prior to September 30th of the sixth plan year following the plan year in which employment terminates, although the Committee may further defer distributions that are not attributable to post-1986 shares until the participant reaches the age that he or she would be required to reach in order to qualify for retirement under the ESOP. Each participant who has attained age 55 and has participated in the ESOP for at least 10 years may elect to receive cash distributions for in-service withdrawals attributable to post-1986 shares allocated to his or her account. An eligible participant is entitled to elect payment attributable to as much as 25% of his or her eligible shares during the first five years of election and up to 50% of eligible shares in the sixth year. The cash distributions are based upon the appraised value of Recology stock and other assets, if any, as of the most recent valuation of the participant's account.

The Parent makes contributions to the ESOP to make benefit payments to eligible participants under the Plan.

7. RISK AND UNCERTAINTIES

In March 2020, the World Health Organization declared the outbreak of a new strain of coronavirus "COVID-19" a pandemic. The COVID-19 pandemic has negatively impacted the global economy, disrupted global supply chains, and created significant volatility and disruption of financial markets. Both national and local government agencies have implemented steps with the intent to slow the spread of the virus, including shelter-in-place orders and the mandatory shutdown of certain businesses. During this time, the Company continued to provide essential services to customers. In mid-March 2020, certain customers began adjusting their service levels, which included a decrease in the frequency of pickups or a temporary pause in service. As service levels decreased, the Company also experienced a decrease in certain costs of operations which are variable in nature. This decline in service activity gradually improved thereafter as local economies began to gradually reopen and customers began to resume service. The full extent of the impact of the COVID-19 pandemic on the Company's operations and financial performance will depend on future developments, including the duration and spread of the pandemic, all of which are uncertain and cannot be predicted at this time.

8. SUBSEQUENT EVENTS

The Company has evaluated its subsequent events through March 25, 2022, which is the date the financial statements were available for issuance. As a result of the evaluation, we are not aware of any subsequent events that should have a material impact on the financial statements.

SUPPLEMENTARY INFORMATION

RECOLOGY WESTERN OREGON - VALLEY INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Schedule of Expenses

For the year ended December 31, 2021

| | |
|----------------------------|---------------------|
| Operational expenses | |
| Depreciation | \$ 11,458 |
| Fuel | 599,388 |
| Insurance | 188,785 |
| Supplies | 87,384 |
| Operational lease expense | 1,063,302 |
| Recycling processing costs | 1,126,258 |
| Repair and maintenance | 1,782,509 |
| Taxes and licenses | 224,123 |
| Yard debris funding | 1,497,748 |
| Other operational expenses | 47,909 |
| Total operational expenses | <u>\$ 6,628,864</u> |

| | |
|---|---------------------|
| General and administrative expenses | |
| General administration allocation | \$ 1,357,289 |
| Regional management and accounting fees | 434,194 |
| Advertising and promotion | 1,796 |
| Bad debt | 152,556 |
| Contributions | 8,075 |
| Billing services | 65,399 |
| Dues and subscriptions | 23,239 |
| Education and training | 765 |
| Bank service charges | 53,985 |
| Meals | 2,828 |
| Office supplies | 11,247 |
| Postage | 15,533 |
| Professional services | 14,319 |
| Telephone | 62,310 |
| Travel | 2,029 |
| Other administration | 6,909 |
| Total general and administrative expenses | <u>\$ 2,212,473</u> |

See accompanying notes to financial statements and independent accountant's review report.

To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: Approval of Resolution 21-22-20 - Legal Services Contract with Beery, Elsner, and Hammond
Date: June 6, 2022

Background Information:

This resolution renews our contract with Beery, Elsner and Hammond for legal services starting July 1, 2022, through June 30, 2024. There are no significant changes to this contract for services other than a rate increase which is noted on the attached letter for your reference. (Note: Our prior contract was a two-year contract with no rate increases in that time.)

City Manager Recommendation: I recommend approval of Resolution 21/22-20.

Potential Motion Verbiage Legal Services: “I move approval of Resolution 21/22-20 a Resolution Approving a Personal Services Agreement for Legal Services, July 1, 2022, thru June 30, 2024.”

City Council Options:

- 1 – Move to approve the Resolution.
- 2 – Take no action and direct Staff to do more research and bring more options back to the City Council at a later date.

March 22, 2022

SENT VIA EMAIL to: rroaden@ci.dayton.or.us

Rochelle Roaden
City Manager
City of Dayton
PO Box 339
Dayton OR 97114-0339

Re: Rate Increase

Dear Rochelle:

It has been a pleasure to serve as legal counsel to the City of Dayton (“City”) over the years. All of us at Beery, Elsner & Hammond, LLP (“BEH”) hope the City continues to find our services valuable and responsive to your needs.

As you are likely aware, BEH was founded with the goal of creating a legal office for all local governments, regardless of size, that would be similar in nature to the in-house law offices of larger jurisdictions. To do this, we have compiled a team of attorneys, each of whom has a general background in municipal law as well as an expertise in another area of law often needed by local governments. This team approach has ensured that local governments in the Pacific Northwest not only receive top-notch legal services tailored to their needs, but that they receive such services in an affordable manner.

We at BEH feel strongly about this mission, and we appreciate your participation in our “great experiment.” Our dedication to local governments and all the good that they do for our communities makes our work fulfilling and worthwhile. At the same time, however, we recognize that we are living through unprecedented times, which are likely going to have a negative effect on our mission if we don’t take action. We at BEH are not immune from the impacts of the pandemic, including inflation rates we haven’t seen in decades as well as the “great-resignation.” Because of this, we have come to the realization that we must take certain steps to ensure that BEH remains a viable option for all local governments to receive our legal services.

As you have likely experienced, competition for employees has reached an unprecedented level. While our attorneys remain dedicated to our clients, they are also being recruited by various local governments for in-house positions. In addition, we have seen several local government

attorneys from other firms and in-house positions move to employment with the state and the Attorney General's Office. Each of these positions, unfortunately, typically offers total compensation packages, including salaries and benefits, well beyond what we can afford to pay attorneys while utilizing our current billing rates. As a result, we have examined various ways to ensure that we can retain as well as continue to recruit a strong team of attorneys and staff who will be available to provide you with the services you deserve.

Because of these concerns, and after much deliberation, we have determined that it is necessary to adjust our rates in order to keep pace with operating costs, particularly in retention of attorneys and staff. As a result, effective July 1, 2022, we will be increasing our rates as follows:

| | |
|------------------------|----------|
| Partner and Of Counsel | \$285.00 |
| Senior Associate | \$275.00 |
| Associate | \$265.00 |
| Paralegal | \$175.00 |
| Legal Assistant | \$150.00 |

We value our relationship with the City, and while our costs have risen, we also recognize the City's own fiscal constraints, which is why these rates are still significantly lower than industry standard for attorneys with our level of experience.

We are grateful for your understanding and trust that these changes will help us continue providing you with superior service. If you have any questions or concerns, please feel free to call to me to discuss.

Sincerely,



Chad A. Jacobs

CAJ/yh

**RESOLUTION NO. 20/21-20
CITY OF DAYTON, OREGON**

TITLE: *A Resolution Approving a Personal Services Agreement for Legal Services, July 1, 2022, through June 30, 2024.*

WHEREAS the City has contracted for legal services with the firm of Beery, Elsner & Hammond, LLP, since 1999; and

WHEREAS the City desires to continue to utilize the services of this firm as the City's attorneys.

The City of Dayton resolves as follows:

- 1) **THAT** the City Manager is authorized to execute the Agreement for Legal Services, attached hereto as Exhibit A and made a part hereof, on behalf of the City, which will be bound by its terms.
- 2) **THAT** the Agreement shall be effective for the period July 1, 2022, through June 30, 2024.

ADOPTED this 6th day of **June 2022**.

In Favor

Opposed

Absent

Abstained

Elizabeth Wytoski, Mayor

Date of Adoption

ATTESTED:

Patty Ringnalda, City Recorder

Date of Enactment

Attachment: Exhibit A

**CITY OF DAYTON
PERSONAL SERVICES CONTRACT**

PROVISION OF CITY ATTORNEY SERVICES

THIS CONTRACT FOR PERSONAL OR PROFESSIONAL SERVICES ("Contract") is entered into between the City of Dayton, Oregon, located at 416 Ferry Street, P.O. Box 339, Dayton, Oregon 97114 ("City") and Beery Elsner & Hammond, LLP, located at 1804 NE 45th Avenue, Portland, Oregon 97213 ("Contractor"). The City's primary supervisor for this Contract ("Contract Administrator") is Rochelle Roaden, City Manager.

THE PARTIES HEREBY AGREE THAT:

- 1. EFFECTIVE DATE; DURATION.** This Contract shall become effective on July 1, 2022 and unless terminated or extended, this Contract expires on June 30, 2024.
- 2. STATEMENT OF WORK.** In accordance with the terms and conditions of this Contract, Contractor shall perform the services as scheduled ("Work") and as set forth in Contractor's proposal dated June 9, 2010, attached hereto as Exhibit "A" and incorporated herein by this reference.
- 3. CONTRACT DOCUMENTS.** In the event of a conflict between or among the terms of this instrument, any proposal and/or request for proposals, the following order of precedence shall prevail: (a) this instrument, (b) attached exhibit.
- 4. BILLING AND PAYMENT SCHEDULE.** At least thirty (30) days prior to due date of payment, Contractor shall prepare and submit to **THE CITY OF DAYTON, ATTENTION: FINANCE DEPARTMENT, PO BOX 339, DAYTON, OREGON 97114**, an invoice of services rendered. Payment shall be made upon Contract Administrator's approval. If charges are made for services performed and those charges are to be paid from grant funds, the services shall relate directly to the grant from which the funds are expended.
- 5. AVAILABILITY OF FUNDS.** City has sufficient funds currently available and authorized for expenditure to finance costs of this Contract within City's current fiscal period; provided, however, that continuation or extension of the Contract after the end of the fiscal period in which this Contract is written is contingent upon a new appropriation for each succeeding fiscal period. If sufficient funds are not provided in future City Council-approved budgets of City (or from applicable federal, state, or other sources) to permit City in the exercise of its reasonable administrative discretion to continue this Contract, or if City abolishes the program for which benefit this Contract was executed, City may terminate this Contract without further liability by giving Contractor not less than 30 days' notice. In determining the availability of funds, City may use the annual budget adopted for it by its City Council.
- 6. ASSIGNMENT AND SUBCONTRACTORS.** Contractor shall not assign, sell, subcontract, dispose of or transfer rights or delegate duties hereunder, either in whole or in part, without the City's prior written consent.
- 7. TERMINATION.** The parties may effect termination of this Contract in the manners indicated:
 - a. Parties' Right to Terminate for Convenience.** This Contract may be terminated at

any time by mutual written consent of the parties.

- b. **City's Right to Terminate for Convenience.** City may, at its sole discretion, terminate this Contract, in whole or in part, upon 30-day's notice to Contractor.
- c. **City's Right to Terminate for Cause.** City may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as City may establish in such notice, upon the occurrence of any of the following events:
 - (i) City fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's Work;
 - (ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Contract is prohibited or City is prohibited from paying for such work from the planned funding source;
 - (iii) Contractor no longer holds any license or certificate that is required to perform the work; or
 - (iv) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of City's notice, or such longer period as City may specify in such notice.
- d. **Consultant's Right to Terminate for Cause.** Contractor may terminate this Contract upon 30 days' notice to City if City fails to pay Contractor pursuant to the terms of this Contract and City fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.
- e. **Remedies.** (i) In the event of termination pursuant to subsections a, b, c(i), c(ii) or d, of this Section, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by City, less previous amounts paid and any claim(s) which City has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to City upon demand. (ii) In the event of termination pursuant to subsection c(iii) or c(iv) of this Section, City shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under subsection c(iii) or c(iv) of this Section, the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to subsection b of this Section.
- f. **Consultant's Tender upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless City expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to City all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon City's request, Contractor shall promptly surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the work.

8. FORCE MAJEURE. Neither party shall be held responsible for delay or default caused by war, insurrection, acts of terrorism, strikes, lockouts, labor disputes, riots, terrorist acts or other acts of political sabotage, volcanoes, floods earthquakes, fires, acts of God, acts of the

public enemy, epidemic, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priorities, severe weather, or any other uncontrollable or unforeseeable act or circumstance beyond a party's reasonable control and without the fault or negligence of the party. The affected party, however, shall make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. In the event of such delay, the party delayed shall give written notice of the delay and the reason therefor to the other party within 30 days after the delayed party learns of the delaying event. An extension of time for any such cause shall be for the period of duration of the cause. Delays under this paragraph shall not be the basis for additional compensation payable to the Contractor.

9. MODIFICATION. Any modification of the provisions of this Contract shall not be enforceable unless first reduced to writing and signed by both parties. A modification is a written document, contemporaneously executed by City and Contractor, which increases or decreases the cost to City over the agreed sum or changes or modifies the Statement of Services or Delivery Schedule. Any such modification shall be effective only in the specific instance and for the specific purpose identified in the modification. In the event that Contractor receives any communication of whatsoever nature from City that Contractor contends gives rise to any modification of this Contract, Contractor shall, within 15 calendar days after receipt, make a written request for modification to City. Contractor's failure to submit such written request for modification in a timely manner is a basis upon which City may refuse to treat said communication as a modification. In connection with any modification to the Contract affecting any change in price, Contractor shall submit a complete breakdown of labor, material, equipment and other costs. If Contractor incurs additional costs or devotes additional time on project tasks which were reasonably expected as part of the original Contract or any mutually approved modifications, then City shall be responsible for payment of only those costs for which it has agreed to pay.

10. ACCESS TO RECORDS. Contractor shall maintain all books, documents, papers and records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. City, state and federal government, and their duly authorized representatives, shall have access to Contractor's books, documents, papers, plans, writings and records that are directly pertinent to this Contract for the purpose of performing examinations and audits and making excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three years from the date of Contract expiration, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. Contractor is responsible for any audit discrepancies involving deviation from the terms of this Contract and for any commitments or expenditures in excess of amounts authorized by City. The state and federal governments and their duly authorized representatives are intended beneficiaries of the terms of this provision.

11. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and executive orders applicable to the Work to be performed under this Contract. Failure or neglect on the part of Contractor to comply with any or all such laws, ordinances, rules or regulations shall not relieve Contractor of these obligations or the requirements of this Contract. Without limiting the foregoing, Contractor shall comply with all federal, state and local civil rights and rehabilitation laws prohibiting discrimination because of race, sex, national origin, religion, age or disability, and shall comply with all applicable provisions of ORS 279C.500 through 279C.565. The provisions of ORS 279C.505, ORS 279C.510, ORS 279C.515, ORS 279C.520 and ORS 279C.530 are hereby incorporated herein by this reference and the

applicable terms therein shall be binding upon Contractor. The parties shall comply with any state or federal law or regulation specific to the funding source that supports this Contract.

12. INDEPENDENT CONTRACTOR; RESPONSIBILITY FOR TAXES & WITHHOLDING. The Work to be rendered under this Contract is that of an Independent Contractor. Contractor is not to be considered an employee of City for any purpose. As used herein, "Independent Contractor" means that:

- a. Contractor is free from direction and control over the means and manner of providing labor or services, subject only to City's right to specify the desired results.
- b. Contractor is responsible for obtaining all required business registrations or professional occupational licenses.
- c. Contractor furnishes the tools or equipment necessary to perform the contracted labor or services.
- d. Contractor has the authority to hire and fire Contractor's employees.
- e. Contractor is registered under ORS chapter 701 to provide labor or services for which such registration is required.
- f. For labor and services performed as an Independent Contractor in the previous year, Contractor has either filed federal and state income tax returns in the name of Contractor's business or, in the alternative; Contractor has filed a Schedule C tax form as part of Contractor's personal income tax return.
- g. Contractor represents to the public that the labor or services described herein are to be provided by an independently established business.
- h. Payment to the Contractor is made upon completion or periodic completion of the performance required herein, or is made based on a periodic retainer.

Neither Contractor nor any of Contractor's agents or employees is entitled to any of the benefits (including, but not limited to, social security, workers' compensation and unemployment insurance benefits) that City provides its employees. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract. Unless Consultant is subject to backup withholding, City will not withhold from such compensation or payments any amount to cover Contractor's federal or state tax obligations.

13. REPRESENTATIONS AND WARRANTIES; STANDARD OF CARE. Contractor represents and warrants to City that:

- a. Contractor has the power and authority to enter into and perform this Contract;
- b. When executed and delivered, this Contract shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- c. If Contractor provides personal services under this Contract, the Work under this Contract shall be performed in a good and workmanlike manner;
- d. If Contractor provides professional services under this Contract, the Work under this Contract shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care, skill and diligence ordinarily exercised by members of the profession currently practicing under similar conditions; and
- e. Contractor shall, at all times during the term of this Contract, be duly licensed to perform the Work, and if there is no licensing requirement for the profession or Work, be duly qualified and competent.

The warranties set forth in this Section are in addition to, and not in lieu of any other warranties provided.

14. OWNERSHIP OF WORK PRODUCT. All work products or any form of property originated or prepared by Contractor that results from this Contract are the exclusive property of City. Contractor understands and agrees that the work to be performed for City under this Contract shall be considered "work for hire" and City shall be deemed the exclusive owner of all rights to copyright the work once performed no matter when it comes into City's physical possession. Reuse of work product by City or others for purposes outside the scope of the Statement of Work of this Contract shall be without liability to Contractor.

15. INDEMNITY. With regard to the Contractor's performance in connection with or incidental to the Work, but excluding its performance of professional services and the indemnification and hold harmless aspects thereto as set forth below in this Section, the Contractor shall, to the extent required by law, defend, indemnify, protect and hold the City, its officials and employees harmless from and against any and all claims, suits, actions, losses, costs or judgments of any nature for damages or injuries to any person or property, including injury to the Contractor's or its subcontractors' employees, agents or officers, which arise from or are connected with or are caused or claimed to be caused by the fault of the Contractor and its subcontractors and their agents, officers or employees, in performing Work herein, and all expenses of investigating and defending against same, including attorney fees and costs at trial and on appeal; provided, however, that the Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established fault of the City, its officials, agents, employees or volunteers.

With regard to the Contractor's performance of professional services, Contractor shall, to the extent required by law, defend, indemnify and hold harmless the City, its officials, agents, employees and volunteers from and against any and all claims, costs, suits, actions, losses, expenses and damages, including attorney's fees and costs at trial and on appeal, arising from the fault of the Consultant and/or its subconsultants associated with the Work.

16. INSURANCE. Contractor, at Contractor's own expense, shall procure and maintain in full force and effect for the duration of Contractor's Work under this Contract the types and coverage amounts of insurance conforming to these minimum requirements:

**WORKERS' COMPENSATION INSURANCE
AND EMPLOYER LIABILITY INSURANCE**

Required; Not Required.

Workers' Compensation Insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work in Oregon, unless existence of extraterritorial coverage is established pursuant to ORS 656.126(3). All Contractors and subcontractors required to procure and maintain Workers' Compensation Insurance shall also procure and maintain in full force and effect for the duration of Contractor's or subcontractor's Work under this Contract Employer Liability Insurance with a combined single limit, or the equivalent, of not less than \$500,000 each employee per accident for bodily injury by accident or disease.

Contractor shall require and ensure that each of its subcontractors who provide labor or services in connection with this Contract operates in compliance with ORS 656.017 by providing Oregon workers' compensation coverage for all their subject workers. Contractor shall require proof of such Workers' Compensation Insurance and Employer Liability Insurance by receiving and keeping on file a certificate of insurance from each subcontractor and anyone else directly employed by either the Contractor or subcontractor.

Workers' Compensation Insurance and Employer's Liability Insurance coverage is required under this Contract of all Contractors who are employers. If Contractor is legally exempt

from any requirement to provide Workers' Compensation Insurance coverage for the Work to be performed under this Contract, Contractor hereby represents that Contractor understands and agrees that under ORS 656.006(13), an "employer" is any person who contracts to pay remuneration for and secures the right to direct and control the services of any person. Contractor understands and agrees that if Contractor is exempt from coverage under ORS 656.027 and engages individuals in performance of this Contract who are not exempt from coverage under ORS 656.027, then Contractor shall provide Workers' Compensation Insurance coverage for all such individuals. If the Contractor does not provide that insurance, Contractor may be deemed a non-complying employer for purposes of Oregon law and agrees to hold City harmless from and indemnify City against any and all claims for compensation benefits made against the Contractor as a noncomplying employer. If Contractor is declaring Contractor exempt from any requirement to provide workers' compensation coverage, Contractor must initial here: _____; otherwise Contractor shall procure and maintain the required insurance.

COMMERCIAL GENERAL LIABILITY INSURANCE

Required; Not Required.

General Liability Insurance with a combined single limit, or the equivalent, of not less than \$500,000; \$1,000,000; \$2,000,000; or \$5,000,000 covering, but not limited to, liability for personal injury and property damage. The policy shall be written on an occurrence basis on ISO Form CG 00 01, or its equivalent, and shall include blanket contractual liability coverage for the assumed liability under this Contract and broad form property damage coverage including completed operations. The City of Dayton, and its officials, employees and agents shall be named as additional insureds under ISO Form CG 20 10 (Additional Insureds — Owners, Lessees or Consultants), or its equivalent, with respect to the Work to be provided under this Contract. The Commercial General Liability Insurance coverage required by this Contract is with respect only to the Work described in this Contract, and has no relationship to, or bearing upon, other projects of the insured. The insurance coverage is primary to any self-insurance program.

AUTOMOBILE LIABILITY INSURANCE

Required; Not Required.

Automobile Liability Insurance with an each accident limit, or the equivalent, of not less than \$500,000, or \$1,000,000 covering, but not limited to, liability for bodily injury and property damage, together with coverage for "any, auto," including owned, non-owned and hired autos used in connection with the performance of the Work. The policy shall be written on an occurrence basis on ISO Form CA 00 01, or its equivalent, including an omnibus insurance clause. The City of Dayton, and its officials, employees and agents shall be named additional insureds under the policy if Contractor's Work entails transporting people for the City. The policy cannot be excess to a self-insurance program; any deductible cannot exceed \$5000. If Contractor is declaring Contractor excused from any requirement to provide Automobile Liability Insurance coverage because Contractor does not use an automobile in connection with Work under this Contract, Contractor may initial here: _____; otherwise Contractor shall procure and maintain the required insurance.

PROFESSIONAL LIABILITY INSURANCE

REQUIRED, NOT REQUIRED.

Professional Liability Insurance with a combined single limit, or the equivalent, of not less than \$500,000; \$1,000,000; \$2,000,000; or \$5,000,000 claim with a \$2,000,000 or \$5,000,000 annual aggregate limit, covering, but not limited to, liability for bodily injury, property damage and economic loss. Contractor shall be responsible for any deductible amounts. If Contractor proposes using subcontractors, in addition to any other requirements of this Contract, City may require subcontractors to provide professional liability insurance of similar type and coverage amount. Contractor, at Contractor's own expense, shall maintain the Professional Liability Insurance in full force for not less 24 months following completion of this Contract. The Professional Liability coverage required by this Contract is with respect

only to the Work described in this Contract, and has no relationship to, or bearing upon, other projects of the insured. Coverage must be in effect prior to the commencement of the performance of this Contract. Contractor shall furnish proof of continuous "tail" coverage for 24 months after Contract completion.

CONSULTANT POLLUTION LIABILITY

REQUIRED; NOT REQUIRED.

Contractor's Professional Liability Insurances shall be endorsed to provide liability coverage in an amount not less than \$1,000,000; \$2,000,000; or \$5,000,000 per claim limit, with a \$2,000,000 or \$5,000,000 annual aggregate limit, covering, but not limited to, liability for bodily injury, property damage and cleanup costs. In lieu of endorsement, the City may accept equivalent coverage under a separate insurance policy.

COMMERCIAL CRIME INSURANCE

REQUIRED; NOT REQUIRED.

Commercial Crime Insurance not less than \$50,000 including, but not limited to, coverage for theft or loss of client property.

CONTRACTOR POLLUTION LIABILITY INSURANCE

REQUIRED; NOT REQUIRED.

Contractor Pollution Liability Insurance in an amount not less than \$1,000,000; \$2,000,000; or \$5,000,000 per claim limit, with a \$2,000,000 or \$5,000,000 annual aggregate limit, covering, but not limited to, liability for bodily injury, property damage and cleanup costs.

WAIVER OF SUBROGATION

REQUIRED; NOT REQUIRED.

If Waiver of Subrogation is required, Contractor hereby waives Contractor's right to recover from the City, and its officers, agents, employees and volunteers for any damages arising out of Work performed under this Contract and covered by insurance. Any Commercial General Liability Insurance policy and/or Automobile Liability Insurance policy required under this Contract shall be endorsed to provide for a waiver of underwriter's rights to subrogation as to additional insureds.

17. INSURANCE CERTIFICATION; OTHER INSURANCE REQUIREMENTS.

Before Contractor commences Work under this Contract, Contractor shall furnish City, through its Risk Manager, with acceptable certificates evidencing the types, amounts and issuers of insurance coverage meeting the minimum requirements of this Contract. The certificate shall specify all of the parties who are Additional Insureds. If a certificate of insurance coverage is unavailable from a particular insurer, alternative proof of insurance coverage acceptable to City shall be arranged. Renewal certificates of insurance shall be furnished no later than 15 days before the expiration of the policy. Any deductibles or self-insured retentions must be stated on the certificate of insurance, which shall be sent to and approved by City's Risk Manager in advance to commencement of Work under this contract.

In all instances concerning all forms of insurance required by this Contract:

- a. The insurance shall be issued by a company authorized to do insurance business in the State of Oregon or by a non-admitted insurer subject to the Oregon Surplus Lines Law (ORS 735.400 to 735.495);
- b. Upon request, complete copies of insurance policies, trust agreements, etc. shall be provided to City;
- c. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance amounts;
- d. Umbrella or Excess Liability Insurance may be used to achieve the above minimum

liability limits, so long as policy is endorsed to state it is "As Broad as Primary Policy." If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess Liability Insurance policy may be required;

- e. Contractor shall provide City not less than 30 days written notice of Contractor's intent to cancel, terminate or make any material change affecting required insurance coverage;
- f. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than 30 days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance with an insurer meeting the requirements
- g. Except for Professional Liability Insurance, the insurance shall be provided by a carrier with A.M. Best's Rating of A- or better and Financial Performance Rating of 7 or better. Contractor's Professional Liability Insurance policy shall be written by an insurer satisfactory to City and may be written on a claims made basis, provided Contractor, at Contractor's own expense, maintains the Professional Liability Insurance in full force for not less 24 months following completion of this Contract; and
- h. The insurance provided by Contractor and its subcontractors shall apply on a primary basis and be required to respond and pay prior to any other available coverage. Any insurance maintained by the City shall be excess of and shall not contribute with the insurance provided by Contractor and its subcontractors.

City reserves the right to review the types of coverages and limits of insurance required herein from time to time. In the event that City changes its insurance requirements after this Contract has been signed, City will provide notice to Contractor of the new requirements. Contractor shall promptly modify its coverage to comply with the new requirements and provide City with updated evidence of coverage. Contractor will be entitled to an adjustment in the Contract price for any increase in premium resulting from such changes, provided Contractor can establish with reasonable certainty that the increased premium was due to changes required by City. Premium savings from any changes shall be refunded to City.

18. LIMITATION OF LIABILITIES. Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms; provided, however, this provision does not apply to liability arising under or relating to Section 8(e)(ii)(Termination) or Section 14 (Representations and Warranties; Standard of Care).

19. NOTICE. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or City at the address or number as identified herein above, or to such other addresses or numbers as either party from time to time may designate in writing. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine.

To be effective against City, such facsimile transmission must be confirmed by telephone notice to the Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

20. NO THIRD PARTY BENEFICIARIES. City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

21. CONFLICT OF INTEREST. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

22. DISCLOSURE OF SOCIAL SECURITY NUMBER. Contractor must provide Contractor's Social Security Number unless Contractor provides a federal tax ID number. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

23. DISPUTE RESOLUTION. Any disputes under this Contract not resolved by the parties through direct communication shall be dealt with first by the aggrieved party giving the other party written notice of the dispute and, within 20 days after receipt of said notice, the receiving party submitting to the aggrieved party a written response. The notice and response shall include a statement of each party's position and a summary of the evidence and arguments supporting its position. Any disputes not resolved by this process shall be submitted to mediation before commencement of litigation.

The mediator shall be named by mutual agreement of the parties or by obtaining a list of five qualified persons from the parties and alternatively striking names. The mediator shall have the duty and responsibility to assist the parties in resolving all issues submitted for mediation. The parties shall cooperate and operate to resolve all matters in dispute with the assistance of the mediator. The parties shall share the mediator's fees and expenses equally, unless they agree otherwise. The mediation shall terminate by: (a) written agreement signed by the parties; (b) determination by the mediator that the parties are at an irresolvable impasse; or (c) two unexcused absences by either party from the mediation session. The mediator shall not participate in any claim or controversy arising out of this Contract and may not be called as a witness to testify in any proceeding involving the subject matter of mediation. ORS 36.100 to 36.245 shall apply to the entire process of mediation.

The mediation shall commence at a mutually acceptable time and place within sixty days of the date of the aggrieved party's notice. Mediation may continue as often and as long as thereafter as the mediator and the parties reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute. Should the mediation fail to settle such dispute within 60 days of the commencement of mediation, or if the party receiving said notice do not meet within sixty days of said notice, either party may terminate mediation. The parties shall share equally the costs of the mediator. Each party shall be responsible for its own costs of mediation.

24. SURVIVAL. Expiration shall not extinguish or prejudice City's right to enforce this Contract with respect to any breach of a Contractor warranty or any default or defect in Contractor performance that has not been cured. All representations, indemnifications, warranties and guarantees made in, required by or given by the Contractor in accordance with this Contract, as well as all continuing obligations indicated in the Contract, will survive final payment to the Contractor, completion of the Work and termination or completion of the Contract.

25. TIME IS OF THE ESSENCE. Time is of the essence under this Contract.

26. GOVERNING LAW. This Contract is entered into and is to be performed in Oregon and shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit, or proceeding between City and Contractor arising from or relating to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County, Oregon, or, if the claim must be brought in a federal forum, the United States District Court for the District of Oregon. Contractor hereby consents to *in personam* jurisdiction of said courts.

27. CAPTIONS. The captions or headings in this Contract are for are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

28. COUNTERPARTS. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

29. MERGER. This Contract (including, to the extent provided herein, any attached exhibits) constitutes the entire and integrated agreement between the parties and supersedes all prior contracts, negotiations, representations or agreements, either written or oral. There are no understandings, agreements, representations, oral or written, not specified herein regarding this agreement.

30. WAIVER. City's failure to enforce a provision of this Contract shall not constitute a continuing waiver, shall not constitute a relinquishment of City's right to performance in the future and shall not operate as a waiver of City's right to enforce any other provision of this Contract.

31. SEVERABILITY. If any term or provision, or portions thereof, of this Contract is declared by an arbiter or a court of competent jurisdiction to be illegal, invalid, void, or otherwise unenforceable, each such term or provision shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable; all other provisions and requirements of this Contract shall remain in full force and effect insofar as possible to preserve the lawful anticipated benefits of the Contract to the parties.

Certification

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws; (d) Contractor is an independent Contractor as defined in ORS 670.600; and (e) the Contractor data set forth herein is true and accurate.

The parties, by their signature below, acknowledge having read and understood the Contract and agree to be bound by its terms and conditions.

AGREED TO BY THE PARTIES HERTO:

CITY OF DAYTON, OREGON

BY: _____

BY: _____

TITLE: _____

BY: _____

DATE: _____

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY: _____

Federal Tax ID#: 93-1234801

This payment information must be provided for Contact approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer identification number submitted. (See IRS 1099 for more information.) Information not matching IRS records could subject Contractor to backup withholding.

EXHIBIT A
Statement of Work

Compensation

Payment will be made to CONTRACTOR for services identified based upon a detailed monthly billing statement showing work performed. Payment will be made within thirty (30) days of CITY's receipt of the detailed monthly billing from CONTRACTOR.

Hourly rates are:

| | | | |
|-------------------------|----------|-----|------|
| Partners and Of Counsel | \$285.00 | per | hour |
| Senior Associates | \$275.00 | per | hour |
| Associates | \$265.00 | per | hour |
| Paralegals | \$175.00 | per | hour |
| Legal Assistants | \$150.00 | per | hour |

It is understood that the above rates may be adjusted or changed by CONTRACTOR on not more than a yearly basis with not less than sixty (60) days written notice to CITY.

Costs

CITY shall reimburse CONTRACTOR for out-of-pocket expenses at CONTRACTOR's direct cost without additional markup.

To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: Approval of Resolution 21/22-21 CCRLS for Library
Date: Services June 6, 2022

Background Information:

This is year five of a five-year contract. This amendment is to add funding for the 2022-23 fiscal year. The contract is attached for your reference.

City Manager Recommendation: I recommend approval of Resolution 21/22-21.

Potential Motion Language: “I move to approve Resolution 21/22-21 a Resolution Approving Amendment #04 of the Intergovernmental Agreement between Chemeketa Community College and the City of Dayton for the Chemeketa Cooperative Regional Library Service (CCRLS).”

City Council Options:

- 1 – Move to approve Resolution 21/22-21.
- 2 – Move to approve Resolution 21/22-21 with amendments.
- 3 – Take no action and direct Staff to do more research and bring more options back to the City Council at a later date.

**RESOLUTION NO. 21/22-21
CITY OF DAYTON, OREGON**

A Resolution Approving Amendment #4 of the Intergovernmental Agreement between Chemeketa Community College and the City of Dayton for the Chemeketa Cooperative Regional Library Service (CCRLS).

WHEREAS, in 2008-2009, the City of Dayton entered into a 5-year Intergovernmental Agreement with Chemeketa Community College for the Chemeketa Cooperative Regional Library Service (CCRLS), hereafter called “Agreement”; and

WHEREAS, this Agreement was modified annually each following year; and

WHEREAS, the CCRLS rewrote the Agreement which is another 5-year Agreement with an annual payment amounts update, with this being the fifth year of that 5-year Agreement; and

WHEREAS, the CCRLS has proposed Amendment #04 for approval by the Dayton City Council.

The City of Dayton resolves as follows:

- 1) **THAT** the City Manager and appropriate staff are hereby authorized to execute Amendment #04 of the Intergovernmental Agreement with CCRLS (attached hereto as Exhibit A and by this reference incorporated herein); and
- 2) **THAT** this resolution shall become effective immediately upon adoption.

ADOPTED this 6th day of June 2022.

In Favor:

Opposed:

Absent:

Abstained:

Elizabeth Wytoski, Mayor

Date of Signing

ATTESTED BY:

Patty Ringnalda, City Recorder

Date of Enactment

Attachment - Exhibit A

EXHIBIT A



P.O. Box 14007, Salem, OR 97309-7070 – Phone: 503.315.4584 – Fax: 503.399.7316

**Library Participation in Chemeketa Cooperative Regional Library Services
Contract #10425500, Amendment #04**

Purpose: This amendment replaces Attachment A, Exhibit 1, and Attachment B.

This Agreement is by and between Chemeketa Community College hereafter known as “COLLEGE,” and City of Dayton, Oregon, by and through its Mary Gilkey City Library, hereafter known as “CCRLS PARTICIPATING ENTITY,” both herein referred to individually and collectively as “Party” or “Parties.”

- 1) **10425503 Attachment A** is deleted in its entirety and replaced by **10425504 Attachment A** attached hereto and incorporated herein by this reference.
- 2) **10425503 Exhibit 1** is deleted in its entirety and replaced by **10425504 Exhibit 1** attached hereto and incorporated herein by this reference.
- 3) **10425503 Attachment B** is deleted in its entirety and replaced by **10425504 Attachment B** attached hereto and incorporated herein by this reference.
- 4) This amendment is effective July 1, 2022.

Signatures

Parties concur that all other terms and conditions of the original Agreement, and the terms and conditions of any Amendment to the original agreement, shall remain in effect.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below, effective as of the date set forth herein.

COLLEGE

CCRLS MEMBER LIBRARY

 (Signature) (Date)
John Hunter, MLIS
Executive Director, CCRLS

 Signature of Library Director (Date)

 Name/Title (Typed or Printed)

 Signature of Authorized Entity Signer (Date)

 Name/Title (Typed or Printed)

The College is an equal opportunity/affirmative action employer and educational institution committed to an environment free of discrimination and harassment. Questions regarding sexual harassment, gender-based discrimination and sexual misconduct policies or wish to file a complaint contact the Title IX coordinator at 503.365.4723. For questions about equal employment opportunity and/or affirmative action, contact 503.399.2537. To request this publication in an alternative format, please call 503.399.5192.

Chemeketa Cooperative Regional Library Service



Community. Literacy. Technology.

10425504 Attachment A – Statement of Work/Consideration

1) Statement of Work

- a) Under this agreement CCRLS MEMBER LIBRARY shall:
- i) Provide at least the basic level of service to nonresidents within the COLLEGE District and to nonresident staff currently employed with the COLLEGE. Basic level of service is defined as ten checkouts and ten holds per person at a time, utilizing individual rather than household cards;
 - ii) Provide free borrowing privileges to card holding residents/patrons of other CCRLS MEMBER LIBRARIES (including Silver Falls District) and all currently registered College students who present a valid library card;
 - iii) Ensure that in no case shall card-holding residents of the COLLEGE district receive less than the basic level of service from CCRLS MEMBER LIBRARY. CCRLS MEMBER LIBRARY may, at its sole option, elect to provide services to persons incarcerated in county, state, or federal jail or prison facilities. CCRLS MEMBER LIBRARY may, at its sole option, elect not to allow its owned materials to be circulated to such facilities;
 - iv) Notify each current non-resident cardholder within its geographic zone at least 30 days prior to instituting a fee for service above the basic level. No advance notification is necessary for fee increases;
 - v) Provide reference and information services to patrons of the participating libraries of the CCRLS District in cooperation with COLLEGE and other participating libraries;
 - vi) Share local basic circulating collections with other CCRLS MEMBER LIBRARIES as determined appropriate by Polk, Yamhill and Marion Library Association (PYM) and CCRLS Advisory Council. Nothing in this agreement shall require the CCRLS MEMBER LIBRARY to share the portions of its collection that it deems private and for local use only;
 - vii) Provide daily fulfillment of loan/hold requests from other CCRLS MEMBER LIBRARIES, originating both within the shared ILS and from other resource sharing systems adopted by CCRLS, on days the CCRLS courier runs;
 - viii) Provide for the regular participation of the library director in meetings of the PYM and as may be necessary in meetings of the CCRLS Advisory Council. The COLLEGE depends on member participation. Regular participation shall be defined as attendance by the library director at each meeting, unless excused. CCRLS MEMBER LIBRARY director's attendance at the September meeting of the PYM Association is highly encouraged. Library directors will have private secure email for communicating confidential COLLEGE information. Directors will provide a chain of command to allow coverage in their absence;
 - ix) Provide for the regular participation of library staff at subcommittee meetings and training events provided by vendors and/or COLLEGE. The COLLEGE will reimburse mileage at current college rates; roundtrip from participating library to the meeting/training. Reimbursement will be made biannually;
 - x) Assume full responsibility for the accuracy of data at its entry into the automation system database, and for updating that data accurately to reflect the proper links to the material in its library. Such data includes, but is not limited to ISBN, Barcode number, library location, volume number, call number, copy number, type of material, status, etc.;
 - xi) Take reasonable measures to protect equipment in CCRLS MEMBER LIBRARY's possession from abuse, theft, and misuse. CCRLS MEMBER LIBRARY shall, while in possession of the computer system hardware, including peripheral devices, repair or replace as necessary any such items which are lost, physically damaged, or destroyed as a result of fire, theft, vandalism or other sudden and unforeseen occurrence which would be a peril insurable under a standard form electronic data processing property insurance policy; provided that CCRLS MEMBER LIBRARY shall have no obligation under this paragraph with respect to loss resulting from defect in the computer system itself, or from the acts of vandals gaining access to the computer system programs. Or data accessed externally and not by the application of physical force to the tangible components of the system; and, provided further, that the CCRLS MEMBER LIBRARY shall not be liable under this agreement for any consequential damages incident to any loss under this section;

- xii) Prepare, provide, and maintain the furniture and physical location for installation of automated system terminals and equipment in its library. This responsibility includes network, cable installation, electrical power, and environment, all meeting industry, manufacturer and vendor specifications;
 - xiii) CCRLS MEMBER LIBRARY may purchase equipment and software to expand and enhance its own operations; provided that, if any such equipment and software will be linked to the automated system or the COLLEGE telecommunications network, COLLEGE shall be notified ahead of time and such equipment and software is to be acceptable to the COLLEGE as compatible with the automated system and the COLLEGE telecommunications network. The COLLEGE shall not be responsible for maintenance of CCRLS MEMBER LIBRARY equipment but will configure and ensure the COLLEGE network connectivity. CCRLS MEMBER LIBRARY shall not connect or install any such equipment or software without the review and written approval of the COLLEGE after at least 90 days prior to notice by CCRLS MEMBER LIBRARY. The COLLEGE may remove non-approved equipment from the network at the COLLEGE's discretion. To facilitate this approval, it is recommended that CCRLS MEMBER LIBRARY include the COLLEGE in the examination and selection process. The COLLEGE cannot be responsible for making equipment and software work if this process is not followed. Any computer device connected to the COLLEGE network must have approved anti-virus security software and a current, secure Operating System. CCRLS MEMBER LIBRARY will not alter COLLEGE network or workstation equipment within their building without communication or direction from the COLLEGE;
 - xiv) Provide library staff possessing minimum level of technical ability and skill, with available phone access, to provide an onsite interface with COLLEGE technical staff; and
 - xv) Notify COLLEGE of any desired reductions to the number of CCRLS MEMBER LIBRARY software licenses held through group software purchases if at all possible, at least three months prior to renewal.
- b) Under this agreement COLLEGE shall:
- i) Provide for the fiscal and administrative management of the CCRLS
 - (1) Maintain the following:
 - (a) The Chemeketa Cooperative Regional Library Advisory Council hereinafter referred to as the CCRLS Advisory Council, through which recommendations on policies of the Service can be expressed. The present membership of the CCRLS Advisory Council shall be updated as needed and sent electronically for inclusion to all Library Directors and posted on the COLLEGE website; and
 - (b) An ongoing liaison with Polk, Yamhill and Marion Library Association (PYM) (or their executive committee) through which recommendations on procedures and their implementation can be expressed.
 - (2) Provide operation and maintenance of the COLLEGE automated system and related databases, including:
 - (a) Maintain bibliographic, circulation, and borrower data in an automated database management system. Design, applications, enhancements of, and major changes of operation to the automated system database management system shall be subject to review by the PYM Technology Committee;
 - (b) Manage the COLLEGE automated system under the terms of this agreement and other applicable agreements with vendors and participating library so that CCRLS MEMBER LIBRARY has access to its bibliographic, circulation, and borrower records during library business hours and at other times as agreed upon between the CCRLS MEMBER LIBRARY Director and the CCRLS Executive Director. The management responsibility for the automated system includes the obligation of COLLEGE to monitor, evaluate, and create as needed entries for new materials and retrospective conversion of cataloging of old materials in order to maintain the highest quality bibliographic MARC database;
 - (c) Acquire and provide for effective maintenance and support of all essential present and future, central and remote automated system equipment at its own expense; and provide for secure installation and housing for automated system except such automated system equipment as is acquired by CCRLS MEMBER LIBRARY for installation at its library, or as otherwise provided in Attachment A1)a)xv) of this agreement;
 - (d) Coordinate and assume cost for installation of telecommunications equipment and lines needed at CCRLS MEMBER LIBRARY's central and branch libraries for use with automated system. Parties agree that COLLEGE does not control, and therefore cannot warrant, the telecommunication networks used to communicate data from a remote site, nor does this agreement cover maintenance of telecommunication lines;

- (e) Acquire and furnish to CCRLS MEMBER LIBRARY, at COLLEGE's direct cost, certain necessary supplies and services, such as utilities, library cards, bar codes, patron notices, storage media, and other supplies except printer paper, cartridges and toner which may be required to provide the services of automated system to CCRLS MEMBER LIBRARY;
- (f) Provide at CCRLS MEMBER LIBRARY's request, specialized reports not regularly generated by automation system. CCRLS MEMBER LIBRARY shall reimburse the COLLEGE for the cost of providing such special reports;
- (g) Coordinate all service, support, equipment purchases and maintenance necessary to the proper operation of automated system and enforce rules and standards for use of automated system by CCRLS MEMBER LIBRARY. CCRLS MEMBER LIBRARY shall enter, retrieve, modify, and delete data in and from automated system in accordance with those rules and standards;
- (h) Maintain agreements for hardware maintenance and software support with current provider of library automation service(s). The COLLEGE shall provide reasonable approved maintenance and support for automated system hardware and software not provided by automation vendor. The COLLEGE shall provide reasonable prior notice to CCRLS MEMBER LIBRARY when system operation must be suspended for operational or maintenance requirements. The COLLEGE shall exercise its best efforts to schedule such periods of suspension during hours when CCRLS MEMBER LIBRARY's libraries are closed. Except for suspension of operation for necessary system maintenance or because security of the COLLEGE automated system database or software is compromised or damaged, COLLEGE shall not "lock out" CCRLS MEMBER LIBRARY terminals from automated system;
- (i) Provide, through the COLLEGE, one or more dedicated telephone lines to serve the system, and related telecommunication equipment as provided in the agreement with the vendor for the automation system, and pay all related installation, acquisition, maintenance, and use cost;
- (j) Except for equipment and software purchased by CCRLS MEMBER LIBRARY under Attachment A1)a)xv), all automated system hardware, software, and other capital equipment shall remain the property of COLLEGE, and CCRLS MEMBER LIBRARY shall have no claim thereto other than the right to use thereof under this agreement;
- (k) The COLLEGE will provide ILL service through OCLC. CCRLS will serve as the Referral Center coordinating external loans and mediating borrowing requests from CCRLS MEMBER LIBRARY staff. CCRLS MEMBER LIBRARY will be responsible for shipping costs and losses of book borrowed;
- (l) Contract for hosting maintenance and backup of the COLLEGE automated system data. In the event of system malfunction or loss of data, the COLLEGE shall promptly arrange for restoration of the most recently backed up data to the system once it is again functioning. No liability is assumed by the COLLEGE if the automated system experiences down time or loss of data, which cannot be recovered;
- (m) Provide training for at least one CCRLS MEMBER LIBRARY staff person at any time the automated system operating systems or procedures are changed, enhanced, or otherwise revised. The COLLEGE shall provide up-to-date access to on-line user manuals for CCRLS MEMBER LIBRARY's staff. All other training of CCRLS MEMBER LIBRARY staff shall be the responsibility of CCRLS MEMBER LIBRARY. CCRLS MEMBER LIBRARY shall designate one staff position responsible for coordinating training and operations matters with the COLLEGE staff person responsible for automation system operations;
- (n) Provide for general maintenance and utilities to support the COLLEGE automated system. This obligation includes janitorial service, maintenance painting as necessary, structural repairs, lighting and electrical system maintenance, and HVAC maintenance;
- (o) While providing computer network access to the COLLEGE automated system, repair or replace as necessary any such items which are lost, physically damaged, or destroyed as a result of fire, theft, vandalism, or other sudden and unforeseen occurrence which would be a peril insurable under a standard form electronic data processing property insurance policy; provided that CCRLS MEMBER LIBRARY shall have no obligation under this paragraph with the acts of vandals gaining access to the computer system, programs, or data tangible components of the system; and, provided further, that CCRLS MEMBER LIBRARY shall not be liable under this agreement for any consequential damages incident to any loss covered under this section;
- (p) Provide personnel for the operation of the system. "Operation" includes: use of supplied software to generate reports, notices, lists, and similar documents and files; preparation and sending of overdue notices, hold notices,

- reports, billings, and other specified documents produced for routine system operation by the vendor(s) of the system and its installation, maintenance, or support of software, or the maintenance, repair or replacement of hardware or firmware;
- (q) Through its governing board, retain final authority over the policies and decisions relating to budget, operating procedures, system design, participation by other libraries, and other like issues of a general policy nature affecting their operation of COLLEGE and automated system. The board, however, shall not take such actions without the recommendation of the CCRLS Advisory Council;
 - (r) In serving card-holding COLLEGE district nonresident patrons, abide by each CCRLS MEMBER LIBRARY's rules and procedures regarding borrowing privileges. In no case shall card-holding residents of the COLLEGE district receive less than the basic level of service from COLLEGE;
 - (s) Provide a quarterly financial report to the CCRLS Advisory Council that includes revenue and expense information for the quarter and year to date, compared to a) current year budget and b) prior year for the same period. The report will be made available to CCRLS MEMBER LIBRARY;
 - (t) Reimburse CCRLS MEMBER LIBRARY for library materials borrowed by district non-residents and college students, faculty, and staff under this agreement and not returned by the borrowers within twelve months of due date. CCRLS MEMBER LIBRARY hereby transfers and assigns all interests in such materials and replacement charges to the COLLEGE with respect thereto. If lost materials are returned, CCRLS MEMBER LIBRARY will reimburse the COLLEGE for any lost materials replacement charges paid to the CCRLS MEMBER LIBRARY;
 - (u) Provide regular courier service between the participating libraries;
 - (v) May coordinate group purchasing of COLLEGE related equipment, software or non-essential supplies, as needed, to assist CCRLS MEMBER LIBRARY and other participants. Charges for purchased supplies, equipment, services, maintenance contracts, delivery charges, postage, etc. will be billed to CCRLS MEMBER LIBRARY at direct cost and payable to COLLEGE;
 - (w) Coordinate group purchasing of printer and computer management software licenses from Envisionware (or subsequent vendor); and
 - (x) Coordinate group purchasing of such COLLEGE related services on behalf of member libraries including, but not limited to Debt Collect, ORBIS and Cascade Alliance Courier. COLLEGE will invoice CCRLS MEMBER LIBRARY annually or quarterly for the cost of Debt Collect on a usage basis.
- (3) Electronic Payments for Fines, Lost Book Charges, or Other Charges
- (a) Through COLLEGE, collect and process electronic payments for fines, lost book charges, or other charges owed to CCRLS MEMBER LIBRARY;
 - (b) Process charges that are paid only through the shared library automation system operated by COLLEGE;
 - (c) COLLEGE shall not be financially responsible to refund corrected charges to a library patron. Any dispute of charges is the responsibility of CCRLS MEMBER LIBRARY to resolve with the patron. Deductions from the merchant banking account will be deducted from the next regular payment to the associated CCRLS MEMBER LIBRARY;
 - (d) Compile and calculate charges on a monthly basis. However, payment to CCRLS MEMBER LIBRARY will be made on a quarterly basis. In the event the amount due to CCRLS MEMBER LIBRARY is less than \$15, the payment may be held for the next quarterly payment;
 - (e) Make payment to CCRLS MEMBER LIBRARY in the amount paid on their behalf, minus merchant services for the period. Associated fees will be distributed on a pro-rata basis to each library based on the percentage of total funds collected that month and total fees that month;
 - (f) COLLEGE shall be credited payments for unidentified charges, or for items, which COLLEGE has previously reimbursed CCRLS MEMBER LIBRARY;
 - (g) COLLEGE shall acknowledge responsibility only for the amount of any correction without penalty;

- (h) COLLEGE shall, at all times during the term of this agreement, comply with Oregon Revised Statutes Chapter 295 and shall deposit any fines, fees, charges, or other payments collected pursuant to this agreement in an institution included in the Oregon State Treasurer's list of Qualified Depositories for Public Funds; and
- (i) COLLEGE shall, at all times during the term of this agreement, comply with all Payment Card Industry Data Security Standards and shall annually provide to CCRLS MEMBER LIBRARY a copy of its current PCI compliance certificate, and that of any acquirer, third party provider, or processor that is used in providing services pursuant to this agreement.

2) Consideration

- a) COLLEGE will compensate CCRLS MEMBER LIBRARY:
 - i) In the amount shown in Exhibit 1 – Compensation Schedule for providing nonresident library service for the residents of the COLLEGE District. Payments shall be made in four equal installments at the end of each quarter as provided herein; and
 - ii) For each net loan provided, i.e., the difference between the number of CCRLS MEMBER LIBRARY items loaned to and checked out in another CCRLS library and the number of items owned by other CCRLS libraries borrowed and checked out by the CCRLS MEMBER LIBRARY. Tabulation of net loans shall be provided by the CCRLS automated integrated library system. Each net loan shall be paid in the amount shown in Exhibit 1. Payments shall be made quarterly as provided herein.
- b) City of Newberg Only:
 - i) In consideration for participation in the COLLEGE system and in lieu of taxes, since the CCRLS MEMBER LIBRARY is outside the area taxed to provide this service, the CCRLS MEMBER LIBRARY shall pay to the COLLEGE the sum shown in Exhibit 1 on or before December 15 of each year; and
 - ii) In the interest of expanding library access to an unserved population, COLLEGE will permit the City of Newberg to issue CCRLS basic library cards to applicants who reside in that portion of Yamhill County that is within the boundaries of the Portland Community College district, including the City of Dundee.
- c) The COLLEGE will invoice CCRLS MEMBER LIBRARY for services and licensing provided through group purchases quarterly or annually as more specifically described in 1)b)i)(2). (Including but not limited to §22, 23, 24) and fees described in 1)b)i)(3); and
- d) Payments made or invoices issued under this agreement, either for full or partial payment, shall reference the COLLEGE contract number written herein.

**10425504 Exhibit 1
FY 2022–2023 COMPENSATION SCHEDULE (July 1, 2022 – June 30, 2023)**

Non-Resident Library Service Fee to CCRLS PARTICIPATING ENTITY Library by College

| Library | Amount | Quarterly Payment |
|---|------------------|-------------------|
| AMITY | \$8,480 | \$2,120.00 |
| CHEMEKETA (Chemeketa Community College) | \$5,000 | \$1,250.00 |
| DALLAS | \$236,363 | \$59,090.75 |
| DAYTON | \$10,300 | \$2,575.00 |
| GRAND RONDE | \$5,000 | \$1,250.00 |
| INDEPENDENCE | \$40,829 | \$10,207.25 |
| JEFFERSON | \$32,876 | \$8,219.00 |
| LYONS | \$27,044 | \$6,761.00 |
| MCMINNVILLE | \$295,435 | \$73,858.75 |
| MONMOUTH | \$37,794 | \$9,448.50 |
| MT ANGEL | \$13,616 | \$3,404.00 |
| NEWBERG | \$112,799 | \$28,199.75 |
| SALEM | \$463,354 | \$115,838.50 |
| SHERIDAN | \$15,214 | \$3,803.50 |
| SILVER FALLS (Silver Falls Library District) | \$71,335 | \$17,833.75 |
| STAYTON | \$156,920 | \$39,230.00 |
| WILLAMINA | \$13,751 | \$3,437.75 |
| WOODBURN | \$136,591 | \$34,147.75 |

Net Loan Payment to CCRLS PARTICIPATING ENTITY by College: The net loan payment rate for fiscal year 2022-2023 shall be \$1.50 per item.

Participation Payment to College (City of Newberg Only): The participation payment to College by the City of Newberg for fiscal year 2022-2023 shall be \$176,493.22.

REVISED 10425504 Attachment B
2022-2023 CCRLS Advisory Council Members

Gretchen Freeman – Chair

Yamhill County Lay Member
1679 NW Medinah Dr.
McMinnville, OR 97128
801.503.7201 (cell)
mgsfreeman@comcast.net

◆ Term expires: 6/30/23

Kathleen Schulte – Vice Chair

Polk County Lay Member
15740 Tarter RD
Monmouth, OR 97361
503.838.3925 (h)
3schulte@gmail.com

◆ Term expires: 6/30/24

Tracy Dillon

Rural Lay Member
PO Box 715/18241 SW Willamina Creek RD
Willamina, OR 97396
503.876.8358
dillont@pdx.edu

◆ Term expires: 6/30/25

Vacant

Marion County Lay Member

Michael Thomas

City Manager Representative
109 Maddox Ave / PO Box 159
Amity, OR 97101
503.835.3711
mthomas@ci.amity.or.us

Natalie Beach

Chemeketa Community College Representative 4000
Lancaster Drive NE/PO Box 14007
Salem, OR 97309-7070
503.399.5105 (w)
natalie.beach@chemeketa.edu

Christy Davis

PYM Chair Representative
Silver Falls Library District
410 South Water Street
Silverton, OR 97381
503-873-5770 ext. 309 (w) cdavis@silverfallslibrary.org

◆ Term expires: 6/30/23

Jackie Mills

Small Library Representative
Mt. Angel Public Library
290 East Charles Street
Mt. Angel, OR 97362
503-845-6401 (w) jmills@ci.mt-angel.or.us

◆ Term: 7/1/2022 to 12/31/2022

Sarah Frost

Small Library Representative
Willamina Public Library
382 C Street
Willamina, OR 97396
503-876-6182 (w) frosts@ci.willamina.or.us

◆ Term: 1/1/2023 to 6/30/23

Janna Moser

Medium Library Representative
Stayton Public Library
515 North 1st Avenue
Stayton, OR 97383
503-769-3313 (w) jmoser@staytonlibrary.org

◆ Term expires: 6/30/24

Kimberley Carroll

Large Library Representative
Salem Public Library
585 Liberty St SE
Salem, OR 97301
971-283-4221 (w) kcarroll@cityofsalem.net

Ex Officio Members

Scott Dadson

Executive Director
Mid-Willamette Council of Governments
100 High Street SE, Suite 200
Salem, OR 97301
503-540-1601 (w) SDadson@mwvcog.org

John Hunter

Chemeketa Cooperative Regional Library Service
CCRLS Executive Director
4000 Lancaster Drive NE/PO Box 14007
Salem, OR 97309-7070
503.315.4585 (w) john.hunter@chemeketa.edu

Jennifer Badzinski – Recorder

Chemeketa Cooperative Regional Library Service
503.399.5165 (w) jennifer.badzinski@chemeketa.edu

To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: 6th Street Overlay Review, Discussion and Approval
Date: June 6, 2022

Background and Information

The Oregon Department of Transportation (ODOT) distributes \$5 million each year through the Small Cities Allotment (SCA) competitive grant program to cities with populations less than 5,000 for repairs to a city street or county road but not on a state highway. The City has received SCA grants to overlay Main Street, 3rd to 5th, and 5th Street, Ferry to Church. The City applied for an SCA grant in 2021 to overlay 6th Street and was awarded the max amount of \$100,000. Staff will apply for another grant this summer to overlay 7th street.

As with our last two street overlays, staff bid the entire project from Ferry Street to Ash Street understanding that any additional costs would need to be funded through the city’s Streets Capital Fund with the approval of the City Council. Attached is Denny’s summary of the bids noting that North Santiam Paving Co., came in as the lowest bid at \$136,640. Adding in a 5% contingency (\$7,000) brings the total project cost to \$143,640. \$43,640 would need to be funded through our capital fund. The FY22-23 Budget includes \$125,000 for street capital projects and sidewalk improvements to cover the additional project costs for 6th Street.

Council Goal: *Goal A: Develop and maintain infrastructure to support operations and meet growth.*

City Manager Recommendation: I recommend approval.

Potential Motion to Approve: “I move to approve awarding the 6th Street Overlay project to North Santiam Paving, Co. with a project budget not to exceed \$143,640.”

Council Options:

- 1 – Approve as recommended.
- 2 – Approve with amendments.
- 3 – Take no action and direct staff to do further research or provide additional options.



May 19, 2022

The Honorable Mayor and City Council
City of Dayton
P.O. Box 339
Dayton, OR 97114

RE: 2022 6th Street Overlay
JO 2609.2071.0

Mayor & City Council:

Bids for the above referenced project were received and opened at our office at 2:00 p.m. on May 19, 2022. There were a total of 2 responsive bids received from qualified bidders. We are pleased with the bid response.

The low bid was submitted by North Santiam Paving Co. of Stayton, Oregon. The bid prices are shown in the table below. Complete bid tabulations are also attached for your review and records.

| Summary of Bids | | |
|-------------------------------------|---------------------|-------------------------------|
| Bidder | Bid Total | Difference from Eng. Estimate |
| Engineers Estimate | \$105,000 | - |
| North Santiam Paving Co. | \$136,640.00 | +30.1% |
| Knife River Corporation - Northwest | \$254,700 | +142.6% |

As shown above, the low bid was approximately 30% above the engineer's estimate. We spoke with the low bidder by telephone, and they indicated that they plan to pursue the project.

If it is the City's desire to proceed with the project at this time, we recommend that the City authorize award of a contract to North Santiam Paving Co., subject to final authorization by any applicable funding agencies. Based on the units and prices listed in the bid schedule, the amount of the contract will be \$136,640.

We further recommend that the City Council approve a construction contingency budget of $\pm 5\%$ of the bid total (*ie. \$7,000*), to address unknown conditions or issues that may come to light during construction.

We will be sending out the Notice of Intent to Award to all bidders as required by OAR 137-049-0395.1 (*the notice is subject to final authorization by the City Council, and approval by applicable funding agencies*). Sending out the Notice of Intent to Award will start the statutory time limit for the 7 day bid protest period, but does not obligate the City to issue the final Notice of Award.

May 19, 2022
The Honorable Mayor and City Council
City of Dayton
Page 2

Upon expiration of the 7 day protest period (*assuming no bid protests*) and approval by the City Council and applicable funding agencies, we will then proceed to issue a Notice of Award to the Contractor, after which we will proceed with obtaining the required signatures for the Contract Documents, and schedule a preconstruction conference with the Contractor, the City and any affected utilities. We plan to issue the notice to proceed as soon as practical after contracts are signed and the preconstruction conference is held.

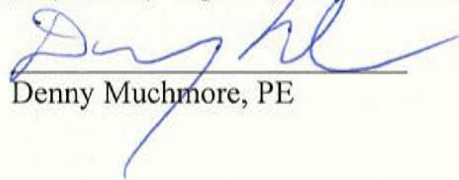
We hope this information is useful and will assist the City Council in making a final decision on the award of this project. We are happy to attend the City Council meeting and to answer questions or to discuss the project in more detail if you desire.

If you have any questions or need additional information regarding this matter, please contact us at (503) 585-2474.

Sincerely,

WESTECH ENGINEERING, INC.

(Dayton City Engineer)



Denny Muchmore, PE

drm
encl:

cc w/encl.

- Ms. Rochelle Roaden, Dayton City Manager
- Mr. Steve Sagmiller, Dayton Public Works Director

Dayton, 2022 6th Street Overlay (JO 2609.2071.0)

| Bid Tabulations | | | | North Santiam Paving | | Knife River | |
|-----------------------------------|--|--------------------|------|----------------------|---------------------|-------------|---------------------|
| Item No. | Description | Estimated Quantity | Unit | Unit Price | Total Price | Unit Price | Total Price |
| 1. | Mobilization, Bonds, Permits and Insurance, etc. | ALL | L.S. | Lump Sum | \$44,440.00 | Lump Sum | \$45,500.00 |
| 2. | 6th Street (Ferry to Main Street) | | | | | | |
| | a. Temporary Traffic Control, Complete | ALL | L.S. | Lump Sum | \$750.00 | Lump Sum | \$4,800.00 |
| | b. Existing Street Cleaning & Preparation, Adjustment of all existing utility structures to finish pavement grade (including sawcutting around water valves and other boxes if required) | ALL | L.S. | Lump Sum | \$1,600.00 | Lump Sum | \$3,000.00 |
| | c. No pedestrian ramps or sidewalk extensions | n/a | n/a | n/a | n/a | n/a | n/a |
| | d. Pre-level (fill depressions, potholes & prelevel to 2" below finish surface) w/Level 2, 1/2-inch Dense HMAC, Complete | ALL | L.S. | Lump Sum | \$3,000.00 | Lump Sum | \$10,100.00 |
| | e. Hot Oil Tack, Overlay Fabric & Overlay w/Level 2, 1/2- inch Dense HMAC, 2 " thick, Complete (including compaction testing) | ALL | L.S. | Lump Sum | \$13,000.00 | Lump Sum | \$20,000.00 |
| | f. Restore all pavement markings as noted on the drawings. | ALL | L.S. | Lump Sum | \$200.00 | Lump Sum | \$450.00 |
| | Subtotal, Bid Item 2: | | | | \$18,550.00 | | \$38,350.00 |
| 3. | 6th Street (Main to Church Street) | | | | | | |
| | a. Temporary Traffic Control, Complete | ALL | L.S. | Lump Sum | \$750.00 | Lump Sum | \$4,800.00 |
| | b. Existing Street Cleaning & Preparation, Adjustment of all existing utility structures to finish pavement grade (including sawcutting around water valves and other boxes if required) | ALL | L.S. | Lump Sum | \$1,600.00 | Lump Sum | \$6,600.00 |
| | c. North side of Church Str, new pedestrian ramps, truncated domes, sidewalk extensions, etc., as indicated, complete. | ALL | L.S. | Lump Sum | \$8,500.00 | Lump Sum | \$25,000.00 |
| | d. Pre-level (fill depressions, potholes & prelevel to 2" below finish surface) w/Level 2, 1/2-inch Dense HMAC, Complete | ALL | L.S. | Lump Sum | \$3,000.00 | Lump Sum | \$10,300.00 |
| | e. Hot Oil Tack, Overlay Fabric & Overlay w/Level 2, 1/2- inch Dense HMAC, 2 " thick, Complete (including compaction testing) | ALL | L.S. | Lump Sum | \$13,000.00 | Lump Sum | \$19,000.00 |
| | f. Restore all pavement markings as noted on the drawings. | ALL | L.S. | Lump Sum | \$200.00 | Lump Sum | \$900.00 |
| | g. Tie centerline monument location, install survey monument box at survey monuments, verify monuments not disturbed after construction, Complete (see Appendix C for detailed monument location information). | ALL | L.S. | Lump Sum | \$1,000.00 | Lump Sum | \$2,200.00 |
| | Subtotal, Bid Item 3: | | | | \$28,050.00 | | \$68,800.00 |
| 4. | 6th Street (Church to midblock toward Ash Street) | | | | | | |
| | a. Temporary Traffic Control, Complete | ALL | L.S. | Lump Sum | \$750.00 | Lump Sum | \$4,800.00 |
| | b. Existing Street Cleaning & Preparation, Adjustment of all existing utility structures to finish pavement grade (including sawcutting around water valves and other boxes if required) | ALL | L.S. | Lump Sum | \$1,600.00 | Lump Sum | \$900.00 |
| | c. No pedestrian ramps or sidewalk extensions | n/a | n/a | n/a | n/a | n/a | n/a |
| | d. Pre-level (fill depressions, potholes & prelevel to 2" below finish surface) w/Level 2, 1/2-inch Dense HMAC, Complete (1-1/2" thick prelevel lift from Church to beginning of Ash radius) | ALL | L.S. | Lump Sum | \$3,000.00 | Lump Sum | \$8,800.00 |
| | e. Hot Oil Tack, Overlay Fabric & Overlay w/Level 2, 1/2- inch Dense HMAC, 2 " thick, Complete (including compaction testing) | ALL | L.S. | Lump Sum | \$13,000.00 | Lump Sum | \$16,200.00 |
| | f. Restore all pavement markings as noted on the drawings. | ALL | L.S. | Lump Sum | \$200.00 | Lump Sum | \$225.00 |
| | Subtotal, Bid Item 4: | | | | \$18,550.00 | | \$30,925.00 |
| 5. | 6th Street (midblock to Ash Street) | | | | | | |
| | a. Temporary Traffic Control, Complete | ALL | L.S. | Lump Sum | \$750.00 | Lump Sum | \$4,800.00 |
| | b. Existing Street Cleaning & Preparation, Adjustment of all existing utility structures to finish pavement grade (including sawcutting around water valves and other boxes if required) | ALL | L.S. | Lump Sum | \$1,600.00 | Lump Sum | \$6,100.00 |
| | c. South side of Ash Str, new pedestrian ramps, truncated domes, sidewalk extensions, etc., as indicated, complete. | ALL | L.S. | Lump Sum | \$8,500.00 | Lump Sum | \$25,000.00 |
| | d. Pre-level (fill depressions, potholes & prelevel to 2" below finish surface) w/Level 2, 1/2-inch Dense HMAC, Complete (1-1/2" thick prelevel lift from Church to beginning of Ash radius) | ALL | L.S. | Lump Sum | \$3,000.00 | Lump Sum | \$12,000.00 |
| | e. Hot Oil Tack, Overlay Fabric & Overlay w/Level 2, 1/2- inch Dense HMAC, 2 " thick, Complete (including compaction testing) | ALL | L.S. | Lump Sum | \$13,000.00 | Lump Sum | \$23,000.00 |
| | f. Restore all pavement markings as noted on the drawings. | ALL | L.S. | Lump Sum | \$200.00 | Lump Sum | \$225.00 |
| | Subtotal, Bid Item 5: | | | | \$27,050.00 | | \$71,125.00 |
| BID TOTAL (Bid Items 1-5): | | | | | \$136,640.00 | | \$254,700.00 |
| Engineer's Estimate | | \$105,000 | | % diff from Eng Est | 30.1% | | 142.6% |

To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: Discussion – Drinking in Public Places
Date: March 21, 2022

History/Background

At the March 21, 2022, City Council Work Session, staff provided requested research regarding the allowance of alcohol to be served in public places. One example provided was the City of Forest Grove which allows alcohol and defers any permitting to OLCC. The Council asked staff to bring back models of language to update section 2.15 of the Dayton Municipal Code to allow full service for approved outdoor cafes.

Our current code states:

2.15 Drinking In Public Places

It is unlawful for any person to drink alcoholic liquor upon any street, sidewalk, or other public right-of-way. It is unlawful for any person to have in his or her possession while upon any street, sidewalk, or other public right-of-way any bottle, can or other receptacle containing any alcoholic liquor which has been opened or seal broken or the contents of which have been partially removed. Violation of this provision of the Dayton Municipal Code is a Class B violation.

Forest Grove’s Municipal Code:

§ 130.06 CONSUMPTION OF ALCOHOLIC BEVERAGES ON PUBLIC PROPERTY, PUBLIC RIGHTS-OF-WAY, AND PUBLIC PREMISES.

(A) No person may consume any alcoholic beverage or possess an open container of any alcoholic beverage on any public property, any public rights-of-way, or upon any premises open to the public unless licensed or permitted for that purpose by the State Liquor Control Commission.

(B) An officer may take into possession any property that is apparently being used in violation of division (A) above, as authorized by O.R.S. 471.610.

(C) The general penalty of violation of division (A) above is punishable under the provisions of §1 0.99. (Prior Code, § 5.040) (Ord. 2008-04, passed 10-27-2008) Penalty, see § 10.99

McMinnville’s Municipal Code:

9.20.020

Drinking in public.

No person shall drink or consume intoxicating liquor in a public place or in a motor vehicle in a public place. Nothing in this section shall be deemed to prohibit drinking of any intoxicating liquor in any establishment wherein the same is sold for on-premises consumption under the laws of the state. (Ord. 3623 §6(b), 1972).

Carlton’s Municipal Code:

9.02.009 Drinking in public places.

It shall be unlawful for any person to drink any intoxicating liquor upon any street or in any public place; provided, however, that nothing in this section contained shall be deemed to apply to the drinking of any intoxicating liquor in any establishment wherein the same may be sold for premise consumption under the laws of the State of Oregon.

(Ord. 234 § 9, 1940)

Independence’s Municipal Code:

Sec. 26-400. - Open containers of alcoholic beverages in public places prohibited.

(a) No person shall drink or consume any alcoholic beverages in or upon any street, sidewalk, alley, public grounds or other public place unless such place has been licensed for that purpose by the State Liquor Control Commission.

(b) No person shall possess any open container of alcoholic beverages in or upon any street, sidewalk, alley, public grounds or other public place unless such place has been licensed for that purpose by the State Liquor Control Commission.

(c) Definitions. The term "public place," for the purpose of this section, includes schools, places of amusement, parks, playgrounds, parking lots and premises used in connection with public passenger transportation.

(d) The offense described in this section is an Independence Municipal Code Class B violation, per section 1-22. (Prior Code, § 44.525; Code 2006, § 5.7.1; Ord. No. 1274, § 1, 1993)

Dayton’s Municipal Code references alcohol in one other chapter – 3.11 Food Trucks and Push Carts where it is used in the definition of Food Truck and Push Cart – see below:

3.11.1 Definitions

When not clearly otherwise indicated by the context, the following words and phrases used in this section have the following meanings:

- A. “Food Truck” means the sale of food and/or **non-alcoholic beverages** from a mobile unit, which is used for the purpose of preparing, processing or converting food for immediate consumption as a drive-in or walk-up service. Examples include trailers designed to prepare and serve food, or trucks or vans of sufficient size to properly prepare food with a service window from which to serve food. This definition does not include outdoor barbecue grills, street vendors, or push carts. Exceptions include:*
- 1. Residential lemonade stands and similar short-term sales.*
 - 2. Food or beverage services associated with private parties on private property where the general public is not invited.*

*B. "Push Cart" means the sale of food and/or **non-alcoholic beverages** from a cart pushed or moved by hand, dolly or other manual method, which is used for the purpose of transporting, preparing, processing or converting food for immediate consumption as a walk-up service.*

Does the City Council wish to keep the sale of alcohol restricted from Food Carts and Push Carts if they have OLCC approval to do so?

Attached are recommended changes to Section 2.15 and 3.11 for your review.

Once the Council has approved the changes, I will bring an Ordinance to Council at the June 21st working/special session as an emergency ordinance which can be adopted in one meeting with a unanimous vote. The Ordinance will need to be available for public inspection at City Hall one week prior to the 21st per our Charter.

1994 Dayton Municipal Code Dayton, Oregon
CHAPTER 2 – OFFENSES

2.15 Drinking In Public Places. It is unlawful for any person to ~~drink- consume any~~ alcoholic ~~liquor- beverage or possess an open container of any alcoholic beverage upon- on~~ any public property, street, sidewalk, or other public right-of-way, or upon any premises open to the public unless licensed or permitted for that purpose by the State Liquor Control Commission. ~~It is unlawful for any person to have in his or her possession while upon any street, sidewalk, or other public right of way any bottle, can or other receptacle containing any alcoholic liquor which has been opened or seal broken or the contents of which have been partially removed.~~ Violation of this provision of the Dayton Municipal Code is a Class B violation.

FINAL VERSION

1994 Dayton Municipal Code Dayton, Oregon
CHAPTER 2 – OFFENSES

2.15 Drinking In Public Places. It is unlawful for any person to consume any alcoholic beverage or possess an open container of any alcoholic beverage on any public property, street, sidewalk, or other public right-of-way, or upon any premises open to the public unless licensed or permitted for that purpose by the State Liquor Control Commission. Violation of this provision of the Dayton Municipal Code is a Class B violation.

3.11 FOOD TRUCKS AND PUSH CARTS *(Added ORD 640, Effective 11/02/17)*

3.11.1 Definitions. When not clearly otherwise indicated by the context, the following words and phrases used in this section have the following meanings:

- (1) “Food Truck” means the sale of food, ~~and/or alcoholic and/or~~ non-alcoholic beverages from a mobile unit, which is used for the purpose of preparing, processing or converting food for immediate consumption as a drive-in or walk-up service. Examples include trailers designed to prepare and serve food, or trucks or vans of sufficient size to properly prepare food with a service window from which to serve food. This definition does not include outdoor barbecue grills, street vendors, or push carts. Exceptions include:
 - (a) Residential lemonade stands and similar short-term sales.
 - (b) Food or beverage services associated with private parties on private property where the general public is not invited.
- (2) “Push Cart” means the sale of food, ~~and/or alcoholic and/or~~ non-alcoholic beverages from a cart pushed or moved by hand, dolly or other manual method, which is used for the purpose of transporting, preparing, processing or converting food for immediate consumption as a walk-up service.

3.11.2 General Provisions.

- ~~(a)~~ Prior to any use or operation of a food truck or push cart in the City of Dayton whether on private property or within the public right-of-way, the operator is required to obtain the appropriate Mobile Food Unit License through the Yamhill County Health and Human Services Department and hold a current and valid Food Handlers Permit. All regulations per ORS Chapter 624 and OAR Chapter 333 shall apply. All regulations in the Mobile Food Unit Operation Guide developed by the Oregon Department of Human Services, which is available through the Yamhill County Health and Human Services Department shall apply. The Mobile Food Unit License must be displayed at all times, and written permission from the property owner must be available on site.
- ~~(a)(b)~~ If applicable, prior to any service or use of alcoholic beverages in the operation of a food truck or push cart in the City of Dayton, the owner or operator of the food truck or push cart must be licensed or permitted by the State Liquor Control Commission.
- ~~(b)(c)~~ Prior to any use or operation of a food truck or push cart in the City of Dayton, the owner or operator of the food truck or push cart must register their business with the City of Dayton per Section 3.3 of the Dayton Municipal Code and provide all required documentation per paragraph (a) above.
- ~~(c)(d)~~ The use or operation of a push cart, in a manner other than defined and allowed in section 3.10 of the Dayton Municipal Code regarding mobile devices, is restricted to the Public (P) zone and only in conjunction with special events where the operator of the push cart has received permission from the person or entity in charge of the special event.
- ~~(d)(e)~~ The temporary use or operation of a food truck on private property for fourteen (14) days or fewer in a calendar year that is directed toward a specific event(s) shall only be subject to the General Provisions in this section 3.11.2 of the Dayton Municipal Code as long as the food truck operator has permission from the property owner, and the food truck is fully contained (i.e.: trucks that provide their own water, power, and waste disposal). This temporary use of food trucks shall only be allowed in the

3.11 FOOD TRUCKS AND PUSH CARTS *(Added ORD 640, Effective 11/02/17)*

3.11.1 Definitions. When not clearly otherwise indicated by the context, the following words and phrases used in this section have the following meanings:

- (1) “Food Truck” means the sale of food, alcoholic and/or non-alcoholic beverages from a mobile unit, which is used for the purpose of preparing, processing or converting food for immediate consumption as a drive-in or walk-up service. Examples include trailers designed to prepare and serve food, or trucks or vans of sufficient size to properly prepare food with a service window from which to serve food. This definition does not include outdoor barbecue grills, street vendors, or push carts. Exceptions include:
 - (a) Residential lemonade stands and similar short-term sales.
 - (b) Food or beverage services associated with private parties on private property where the general public is not invited.
- (2) “Push Cart” means the sale of food, alcoholic and/or non-alcoholic beverages from a cart pushed or moved by hand, dolly or other manual method, which is used for the purpose of transporting, preparing, processing or converting food for immediate consumption as a walk-up service.

3.11.2 General Provisions.

- (a) Prior to any use or operation of a food truck or push cart in the City of Dayton whether on private property or within the public right-of-way, the operator is required to obtain the appropriate Mobile Food Unit License through the Yamhill County Health and Human Services Department and hold a current and valid Food Handlers Permit. All regulations per ORS Chapter 624 and OAR Chapter 333 shall apply. All regulations in the Mobile Food Unit Operation Guide developed by the Oregon Department of Human Services, which is available through the Yamhill County Health and Human Services Department shall apply. The Mobile Food Unit License must be displayed at all times, and written permission from the property owner must be available on site.
- (b) If applicable, prior to any service or use of alcoholic beverages in the operation of a food truck or push cart in the City of Dayton, the owner or operator of the food truck or push cart must be Licensed or permitted by the State Liquor Control Commission.
- (c) Prior to any use or operation of a food truck or push cart in the City of Dayton, the owner or operator of the food truck or push cart must register their business with the City of Dayton per Section 3.3 of the Dayton Municipal Code and provide all required documentation per paragraph (a) above.
- (d) The use or operation of a push cart, in a manner other than defined and allowed in section 3.10 of the Dayton Municipal Code regarding mobile devices, is restricted to the Public (P) zone and only in conjunction with special events where the operator of the push cart has received permission from the person or entity in charge of the special event.
- (e) The temporary use or operation of a food truck on private property for fourteen (14) days or fewer in a calendar year that is directed toward a specific event(s) shall only be subject to the General Provisions in this section 3.11.2 of the Dayton Municipal Code as long as the food truck operator has permission from the property owner, and the food truck is fully contained (i.e.: trucks that provide their own water, power, and waste disposal). This temporary use of food trucks shall only be allowed in the Commercial (C), Commercial Residential (CR), Industrial (I), and Public (P) zones.

- (f) Trash and recycle receptacles shall be provided on site, and must be emptied and maintained. Trash and recycle receptacles shall be provided at a rate of at least one receptacle for every food truck. Where the food truck operator proposes to provide an outdoor seating area a minimum of at least one twenty-gallon trash receptacle and one twenty-gallon recycle receptacle shall be provided in the common seating area.

City of Dayton
Budget vs Actual for FY 2021-22
as of March 31, 2022

| | | 07/21-06/22 | 07/21-06/22 | YTD | 2020-21 |
|---------------------|------------------------------------|----------------|----------------|---------------|------------------|
| | | Cur YTD | Cur Year | % of | Pri Year |
| | | Actual | Budget | Budget | Actual |
| GENERAL FUND | Revenue | 985,329 | 826,842 | 119.2% | 1,225,230 |
| Admin | Personnel Services | | | | |
| | Salaries | 53,413 | 72,242 | 73.9% | 60,457 |
| | Benefits | 29,805 | 44,377 | 67.2% | 31,411 |
| | Material and Services | 55,929 | 62,110 | 90.0% | 133,762 |
| | Capital Outlay | 8,934 | 42,000 | 21.3% | -2,228 |
| | Total Administration | 148,081 | 220,729 | 67.1% | 223,401 |
| Parks | Personnel Services | | | | |
| | Salaries | 52,731 | 78,525 | 67.2% | 68,677 |
| | Benefits | 33,666 | 48,238 | 69.8% | 36,613 |
| | Material and Services | 40,869 | 57,575 | 71.0% | 49,367 |
| | Capital Outlay | 11,193 | 24,000 | 46.6% | 2,091 |
| | Total Parks | 138,460 | 208,338 | 66.5% | 156,749 |
| Library | Personnel Services | | | | |
| | Salaries | 41,120 | 54,284 | 75.7% | 41,043 |
| | Benefits | 21,330 | 33,347 | 64.0% | 21,530 |
| | Material and Services | 15,005 | 37,025 | 40.5% | 23,159 |
| | Capital Outlay | 1,127 | 2,000 | 56.4% | -335 |
| | Total Library | 78,583 | 126,656 | 62.0% | 85,397 |
| Planning | Personnel Services | | | | |
| | Salaries | 18,565 | 24,749 | 75.0% | 22,786 |
| | Benefits | 11,328 | 15,203 | 74.5% | 12,106 |
| | Material and Services | 39,937 | 62,235 | 64.2% | 43,632 |
| | Capital Outlay | 343 | 1,000 | 34.3% | -507 |
| | Total Planning | 70,173 | 103,187 | 68.0% | 78,017 |
| Building | Personnel Services | | | | |
| | Salaries | 16,435 | 21,714 | 75.7% | 18,349 |
| | Benefits | 9,757 | 13,338 | 73.2% | 10,339 |
| | Material and Services | 64,586 | 59,550 | 108.5% | 103,350 |
| | Capital Outlay | 343 | 1,250 | 27.4% | -507 |
| | Total Building | 91,121 | 95,852 | 95.1% | 131,531 |
| | Transfers | 0 | 25,000 | 0.0% | 25,000 |
| | Contingency | 0 | 47,080 | 0.0% | 0 |
| | Unappropriated Ending Fund Balance | 0 | 0 | 0.0% | 0 |
| | Total Fund 100 Revenue | 985,329 | 826,842 | 119.2% | 1,225,230 |
| | Total Fund 100 Expenses | 526,417 | 826,842 | 63.7% | 700,095 |
| | General Fund Balance | 458,912 | | | 525,135 |

City of Dayton
Budget vs Actual for FY 2021-22
as of March 31, 2022

| | 07/21-06/22 Cur YTD Actual | 07/21-06/22 Cur Year Budget | YTD % of Budget | 2020-21 Pri Year Actual |
|---------------------------------------|----------------------------------|-----------------------------------|-----------------------|-------------------------------|
| LOCAL OPTION TAX | | | | |
| Revenue | 376,602 | 326,840 | 115.2% | 405,533 |
| Personnel Services | | | | |
| Salaries | 31,378 | 41,784 | 75.1% | 34,978 |
| Benefits | 17,942 | 25,668 | 69.9% | 19,533 |
| Material and Services | 182,989 | 254,900 | 71.8% | 235,560 |
| Capital Outlay | 617 | 2,000 | 30.8% | -1,058 |
| Total | 232,926 | 324,352 | 71.8% | 289,012 |
| Contingency | 0 | 2,488 | 0.0% | 0 |
| Total Fund 101 Revenue | 376,602 | 326,840 | 115.2% | 405,533 |
| Total Fund 101 Expenses | 232,926 | 326,840 | 71.3% | 289,012 |
| Local Option Tax Fund Balance | 143,676 | | | 116,521 |
| Transient Lodging Fund | | | | |
| Revenue | 384,526 | 361,247 | 106.4% | 313,403 |
| Material and Services | 1,446 | 2,810 | 51.5% | 1,456 |
| Capital Outlay | 0 | 0 | 0.0% | 0 |
| Total | 1,446 | 2,810 | 51.5% | 1,456 |
| Transfers | 0 | 0 | 0.0% | 0 |
| Contingency | 0 | 258,437 | 0.0% | 0 |
| Unappropriated Ending Fund Balance | 0 | 100,000 | 0.0% | 0 |
| Total Fund 105 Revenue | 384,526 | 361,247 | 106.4% | 313,403 |
| Total Fund 105 Expenses | 1,446 | 361,247 | 0.4% | 1,456 |
| Transient Lodging Fund Balance | 383,080 | | | 311,946 |
| American Rescue Plan Fund | | | | |
| Revenue | 304,570 | 560,000 | 54.4% | 0 |
| Capital Outlay | 0 | 0 | 0.0% | 0 |
| Total | 0 | 0 | 0.0% | 0 |
| Transfers | 0 | 120,250 | 0.0% | 0 |
| Contingency | 0 | 439,750 | 0.0% | 0 |
| Unappropriated Ending Fund Balance | 0 | 0 | 0.0% | 0 |
| Total Fund 106 Revenue | 304,570 | 560,000 | 54.4% | 0 |
| Total Fund 106 Expenses | 0 | 560,000 | 0.0% | 0 |
| American Rescue Plan Fund | 304,570 | | | 0 |
| Street Fund | | | | |
| Revenue | 384,118 | 342,673 | 112.1% | 361,539 |
| Personnel Services | | | | |
| Salaries | 26,599 | 38,395 | 69.3% | 32,205 |
| Benefits | 15,681 | 23,586 | 66.5% | 17,865 |
| Material and Services | 53,137 | 87,937 | 60.4% | 50,959 |
| Capital Outlay | 984 | 21,500 | 4.6% | 1,863 |
| Total | 96,401 | 171,418 | 56.2% | 102,892 |
| Transfers | 0 | 65,000 | 0.0% | 40,000 |
| Contingency | 0 | 106,255 | 0.0% | 0 |
| Total Fund 200 Revenue | 384,118 | 342,673 | 112.1% | 361,539 |
| Total Fund 200 Expenses | 96,401 | 342,673 | 28.1% | 142,892 |
| Street Fund Balance | 287,717 | | | 218,647 |

City of Dayton
Budget vs Actual for FY 2021-22
as of March 31, 2022

| | 07/21-06/22 Cur YTD Actual | 07/21-06/22 Cur Year Budget | YTD % of Budget | 2020-21 Pri Year Actual |
|---|----------------------------------|-----------------------------------|-----------------------|-------------------------------|
| Water Fund | | | | |
| Revenue | 1,403,582 | 1,330,293 | 105.5% | 1,621,482 |
| Personnel Services | | | | |
| Salaries | 102,630 | 149,774 | 68.5% | 140,569 |
| Benefits | 68,606 | 92,006 | 74.6% | 78,397 |
| Material and Services | 152,228 | 313,475 | 48.6% | 140,128 |
| Capital Outlay | 1,715 | 15,000 | 11.4% | -763 |
| Total | 325,178 | 570,255 | 57.0% | 358,331 |
| Water Treatment Facility | | | | |
| Personnel Services | | | | |
| Salaries | 44,661 | 52,129 | 85.7% | 43,081 |
| Benefits | 23,242 | 32,023 | 72.6% | 26,045 |
| Material and Services | 51,218 | 115,775 | 44.2% | 81,671 |
| Capital Outlay | 136 | 15,000 | 0.9% | -17 |
| Total | 119,257 | 214,927 | 55.5% | 150,781 |
| Transfers | 0 | 430,000 | 0.0% | 425,000 |
| Contingency | 0 | 40,111 | 0.0% | 0 |
| Unappropriated Ending Fund Balance | 0 | 75,000 | 0.0% | 0 |
| Total Fund 300 Revenue | 1,403,582 | 1,330,293 | 105.5% | 1,621,482 |
| Total Fund 300 Expenses | 444,436 | 1,330,293 | 33.4% | 934,111 |
| Water Fund Balance | 959,147 | | | 687,371 |
| Sewer Fund | | | | |
| Revenue | 825,552 | 821,551 | 100.5% | 918,046 |
| Personnel Services | | | | |
| Salaries | 101,663 | 141,776 | 71.7% | 132,775 |
| Benefits | 64,479 | 87,093 | 74.0% | 73,358 |
| Material and Services | 118,723 | 243,325 | 48.8% | 121,832 |
| Capital Outlay | 31,694 | 94,000 | 33.7% | 50,627 |
| Total | 316,558 | 566,194 | 55.9% | 378,592 |
| Transfers | 0 | 121,000 | 0.0% | 116,000 |
| Contingency | 0 | 34,357 | 0.0% | 0 |
| Unappropriated Ending Fund Balance | 0 | 100,000 | 0.0% | 0 |
| Total Fund 400 Revenue | 825,552 | 821,551 | 100.5% | 918,046 |
| Total Fund 400 Expenses | 316,558 | 821,551 | 38.5% | 494,592 |
| Sewer Fund Balance | 508,993 | | | 423,453 |
| State Revenue Sharing | | | | |
| Revenue | 65,137 | 61,340 | 106.2% | 67,677 |
| Material and Services | 24,099 | 54,940 | 43.9% | 28,662 |
| Capital Outlay | 0 | 6,400 | 0.0% | 465 |
| Total | 24,099 | 61,340 | 39.3% | 29,127 |
| Total Fund 500 Revenue | 65,137 | 61,340 | 106.2% | 67,677 |
| Total Fund 500 Expenses | 24,099 | 61,340 | 39.3% | 29,127 |
| State Revenue Sharing Fund Balance | 41,038 | | | 38,550 |

City of Dayton
Budget vs Actual for FY 2021-22
as of March 31, 2022

| | 07/21-06/22 Cur YTD Actual | 07/21-06/22 Cur Year Budget | YTD % of Budget | 2020-21 Pri Year Actual |
|--|----------------------------------|-----------------------------------|-----------------------|-------------------------------|
| Water Utility Capital | | | | |
| Revenue | 246,918 | 380,494 | 64.9% | 493,779 |
| Material and Services | 0 | 0 | 0.0% | 0 |
| Capital Outlay | 92,477 | 369,000 | 25.1% | 265,693 |
| Contingency | 0 | 11,494 | 0.0% | 0 |
| Total | 92,477 | 380,494 | 24.3% | 265,693 |
| Total Fund 600 Revenue | 246,918 | 380,494 | 64.9% | 493,779 |
| Total Fund 600 Expenses | 92,477 | 380,494 | 24.3% | 265,693 |
| Water Utility Capital Fund Balance | 154,441 | | | 228,086 |
| Sewer Utility Capital | | | | |
| Revenue | 1,850,637 | 1,808,051 | 102.4% | 403,839 |
| Material and Services | 0 | 0 | 0.0% | 0 |
| Capital Outlay | 327,170 | 1,665,000 | 19.6% | 95,417 |
| Contingency | 0 | 43,051 | 0.0% | 0 |
| Unappropriated | 0 | 100,000 | 0.0% | 0 |
| Total | 327,170 | 1,808,051 | 18.1% | 95,417 |
| Total Fund 700 Revenue | 1,850,637 | 1,808,051 | 102.4% | 403,839 |
| Total Fund 700 Expenses | 327,170 | 1,808,051 | 18.1% | 95,417 |
| Sewer Utility Capital Fund Balance | 1,523,467 | | | 308,422 |
| Equipment Replacement Reserve Fund | | | | |
| Revenue | 32,957 | 84,868 | 38.8% | 97,376 |
| Capital Outlay | 65,606 | 64,000 | 102.5% | 64,597 |
| Contingency | 0 | 20,868 | 0.0% | 0 |
| Total | 65,606 | 84,868 | 77.3% | 64,597 |
| Total Fund 750 Revenue* | 32,957 | 84,868 | 38.8% | 97,376 |
| Total Fund 750 Expenses | 65,606 | 84,868 | 77.3% | 64,597 |
| Equipment Utility Capital Fund Balance | -32,649 | | | 32,780 |
| <i>*Year End Transfers will increase revenue to cover expenses</i> | | | | |
| Building Reserve Fund | | | | |
| Revenue | 198,594 | 223,275 | 88.9% | 200,746 |
| Capital Outlay | 22,013 | 40,000 | 55.0% | 2,704 |
| Contingency | 0 | 83,275 | 0.0% | 0 |
| Unappropriated | 0 | 100,000 | 0.0% | 0 |
| Total | 22,013 | 223,275 | 0.0% | 2,704 |
| Total Fund 760 Revenue | 198,594 | 223,275 | 88.9% | 200,746 |
| Total Fund 760 Expenses | 22,013 | 223,275 | 0.0% | 2,704 |
| Building Reserve Capital Fund Balance | 176,581 | | | 198,042 |
| Streets Capital Projects Fund | | | | |
| Revenue | 162,648 | 975,760 | 16.7% | 480,310 |
| Material and Services | 0 | 0 | 0.0% | 0 |
| Capital Outlay | 92,849 | 925,000 | 10.0% | 323,049 |
| Contingency | 0 | 50,760 | 0.0% | 0 |
| Total | 92,849 | 975,760 | 9.5% | 323,049 |
| Total Fund 770 Revenue | 162,648 | 975,760 | 16.7% | 480,310 |
| Total Fund 770 Expenses | 92,849 | 975,760 | 9.5% | 323,049 |
| Street Capital Fund Balance | 69,799 | | | 157,262 |

City of Dayton
Budget vs Actual for FY 2021-22
as of March 31, 2022

| | 07/21-06/22 Cur YTD Actual | 07/21-06/22 Cur Year Budget | YTD % of Budget | 2020-21 Pri Year Actual |
|--|----------------------------------|-----------------------------------|-----------------------|-------------------------------|
| <i>*Year End Transfers will increase revenue</i> | | | | |
| Park Capital Projects | | | | |
| Revenue | 61,191 | 56,743 | 107.8% | 67,163 |
| Material and Services | 0 | 0 | 0.0% | 0 |
| Capital Outlay | 0 | 45,000 | 0.0% | 7,242 |
| Contingency | 0 | 11,743 | 0.0% | 0 |
| Total | 0 | 56,743 | 0.0% | 7,242 |
| Total Fund 780 Revenue | 61,191 | 56,743 | 107.8% | 67,163 |
| Total Fund 780 Expenses | 0 | 56,743 | 0.0% | 7,242 |
| Park Capital Fund Balance | 61,191 | | | 59,921 |

| | | | | |
|--|----------------|----------------|--------------|----------------|
| Debt Service | | | | |
| Revenue | 333,818 | 569,340 | 58.6% | 552,783 |
| Material and Services | 243,211 | 243,211 | 100.0% | 243,211 |
| Reserve for Lafayette Loan Payoff | 0 | 23,625 | 0.0% | 0 |
| Reserve for USDA loan | 0 | 82,248 | 0.0% | 0 |
| Total | 243,211 | 349,084 | 69.7% | 243,211 |
| Unappropriated Ending Fund Balance | 0 | 220,256 | 0.0% | 0 |
| Total Fund 850 Revenue | 333,818 | 569,340 | 58.6% | 552,783 |
| Total Fund 850 Expenses | 243,211 | 569,340 | 42.7% | 243,211 |
| Debt Service Capital Fund Balance | 90,607 | | | 309,572 |

**Year End Transfers will increase revenue*

Total Balance for the year

| |
|--|
| Note: 75% of the fiscal year has elapsed. |
|--|

Report Criteria:
 Report type: Summary

| GL Period | Check Issue Date | Check Number | Vendor Number | Payee | Invoice Number | Invoice Sequence | Invoice GL Account | Discount Taken | Check Amount |
|-----------|------------------|--------------|---------------|---------------------------------|----------------|------------------|--------------------|----------------|--------------|
| 04/22 | 04/30/2022 | 400 | 190 | AFLAC | 154756 | 1 | 100.000.220.00 | .00 | 257.00 |
| 04/22 | 04/30/2022 | 401 | 189 | CIS Trust | MAY 2022 | 22 | 400.400.594.00 | .00 | 13,321.67 |
| 04/22 | 04/30/2022 | 402 | 256 | Oregon Dept of Revenue | Multiple | 1 | 100.000.212.00 | .00 | 3,436.94 |
| 04/22 | 04/05/2022 | 27625 | 1883 | Art Sasaki | DEPOSIT RE | 2 | 400.400.750.00 | .00 | 51.44 |
| 04/22 | 04/05/2022 | 27626 | 261 | AUCA Western First Aid & Safety | PDX4-00143 | 10 | 400.400.601.00 | .00 | 764.29 |
| 04/22 | 04/05/2022 | 27627 | 166 | Cascade Form Systems | 4456 | 10 | 400.400.601.00 | .00 | 262.69 |
| 04/22 | 04/05/2022 | 27628 | 105 | City of Dayton | Multiple | 1 | 300.301.707.00 | .00 | 2,319.41 |
| 04/22 | 04/05/2022 | 27629 | 362 | City of Newberg | MARCH 202 | 4 | 100.106.716.00 | .00 | 356.05 |
| 04/22 | 04/05/2022 | 27630 | 860 | City Sweepers, LLC | 28932 | 1 | 200.200.614.40 | .00 | 693.02 |
| 04/22 | 04/05/2022 | 27631 | 1865 | Comcast Business | 8778105130 | 1 | 400.400.705.30 | .00 | 104.85 |
| 04/22 | 04/05/2022 | 27632 | 519 | Comcast Cable - internet | 8778105130 | 11 | 400.400.705.30 | .00 | 143.35 |
| 04/22 | 04/05/2022 | 27633 | 148 | Davison Auto Parts | 305258 | 6 | 400.400.617.00 | .00 | 11.84 |
| 04/22 | 04/05/2022 | 27634 | 111 | DCBS Fiscal Services | MARCH 202 | 1 | 100.106.700.35 | .00 | 69.99 |
| 04/22 | 04/05/2022 | 27635 | 789 | Edge Analytical | 22-09171 | 1 | 400.400.751.00 | .00 | 258.30 |
| 04/22 | 04/05/2022 | 27636 | 543 | Ferrellgas | Multiple | 1 | 100.100.600.10 | .00 | 712.49 |
| 04/22 | 04/05/2022 | 27637 | 694 | GPEC Electrical Contractors | 8285 | 1 | 400.400.905.00 | .00 | 5,922.63 |
| 04/22 | 04/05/2022 | 27638 | 542 | Grainger | 9247396139 | 1 | 100.103.910.00 | .00 | 1,945.33 |
| 04/22 | 04/05/2022 | 27639 | 1650 | Hardesty Roof Replacement | DEPOSIT RE | 2 | 400.400.750.00 | .00 | 56.62 |
| 04/22 | 04/05/2022 | 27640 | 134 | Iron Mountain Records Mgmt | GLGH133 | 10 | 400.400.601.00 | .00 | 77.73 |
| 04/22 | 04/05/2022 | 27641 | 1884 | Latrisha & Michael Erwin | DEPOSIT RE | 2 | 400.400.750.00 | .00 | 155.66 |
| 04/22 | 04/05/2022 | 27642 | 1882 | Lindsey Potter | DEPOSIT RE | 2 | 400.400.750.00 | .00 | 44.58 |
| 04/22 | 04/05/2022 | 27643 | 139 | Lowe's | Multiple | 2 | 101.101.601.00 | .00 | 1,316.54 |
| 04/22 | 04/05/2022 | 27644 | 1572 | McMinnville Commercial Cleaners | Multiple | 1 | 100.100.707.30 | .00 | 1,250.00 |
| 04/22 | 04/05/2022 | 27645 | 121 | McMinnville Water & Light | 67508 422 | 1 | 300.300.600.00 | .00 | 339.45 |
| 04/22 | 04/05/2022 | 27646 | 173 | One Call Concepts, Inc. | 2030358 | 2 | 400.400.799.00 | .00 | 38.22 |
| 04/22 | 04/05/2022 | 27647 | 224 | Orchard & Vineyard Supply | INV:RSC342 | 6 | 400.400.617.00 | .00 | 11.14 |
| 04/22 | 04/05/2022 | 27648 | 163 | Oregon Dept of Revenue | MARCH 202 | 1 | 101.101.700.35 | .00 | 180.00 |
| 04/22 | 04/05/2022 | 27649 | 1245 | PBS Engineering and Environmen | 0075319.003 | 1 | 700.700.910.41 | .00 | 781.25 |
| 04/22 | 04/05/2022 | 27650 | 103 | PGE | 8721021000 | 1 | 300.300.600.00 | .00 | 92.23 |
| 04/22 | 04/05/2022 | 27651 | 621 | Portland Engineering, Inc | 10991 | 3 | 400.400.705.10 | .00 | 90.00 |
| 04/22 | 04/05/2022 | 27652 | 240 | Print NW | 22117 | 1 | 500.500.752.00 | .00 | 187.00 |
| 04/22 | 04/05/2022 | 27653 | 106 | Recology Western Oregon | 18525691 | 2 | 200.200.603.00 | .00 | 303.99 |
| 04/22 | 04/05/2022 | 27654 | 1823 | Right of Way Associates, Inc | Multiple | 1 | 770.770.910.70 | .00 | 2,875.00 |
| 04/22 | 04/05/2022 | 27655 | 119 | Sprint | 414585229-2 | 10 | 400.400.602.00 | .00 | 535.49 |
| 04/22 | 04/05/2022 | 27656 | 1880 | Steven & Rachel Sletten | DEPOSIT RE | 2 | 400.400.750.00 | .00 | 456.69 |
| 04/22 | 04/05/2022 | 27657 | 1763 | Terrence D. Mahr | 22-003 | 1 | 101.101.705.40 | .00 | 250.00 |
| 04/22 | 04/05/2022 | 27658 | 937 | United Site Services | Multiple | 1 | 100.103.619.00 | .00 | 732.93 |
| 04/22 | 04/05/2022 | 27659 | 186 | VFW post # 10626 | 22-003 | 1 | 101.101.705.00 | .00 | 37.50 |
| 04/22 | 04/05/2022 | 27660 | 154 | Westech Engineering, Inc | Multiple | 1 | 700.700.910.00 | .00 | 31,386.72 |
| 04/22 | 04/05/2022 | 27661 | 1472 | WIN-911 Software | 43028244-20 | 1 | 300.301.705.30 | .00 | 660.00 |
| 04/22 | 04/05/2022 | 27662 | 114 | Yamhill County Sheriff | APRIL 2022 | 1 | 101.101.705.10 | .00 | 14,953.58 |
| 04/22 | 04/05/2022 | 27663 | 115 | Yamhill County Sheriff | 22-003 | 1 | 101.101.700.35 | .00 | 53.00 |
| 04/22 | 04/05/2022 | 27664 | 1881 | Yvette & David Hollis | DEPOSIT RE | 2 | 400.400.750.00 | .00 | 37.38 |
| 04/22 | 04/05/2022 | 27665 | 1497 | C3 Intelligence, Inc. | 27719 | 6 | 400.400.705.00 | .00 | 248.47 |
| 04/22 | 04/20/2022 | 27666 | 329 | Alexonet Inc | 2196 | 11 | 105.105.705.30 | .00 | 985.34 |
| 04/22 | 04/20/2022 | 27667 | 127 | Baker & Taylor | Multiple | 1 | 100.104.715.00 | .00 | 248.82 |
| 04/22 | 04/20/2022 | 27668 | 151 | Beery, Elsner & Hammond | Multiple | 1 | 101.101.700.00 | .00 | 1,363.38 |
| 04/22 | 04/20/2022 | 27669 | 1064 | Botten's Equipment Rental | 1-619228 | 1 | 100.103.619.00 | .00 | 211.10 |
| 04/22 | 04/20/2022 | 27670 | 1886 | Caitlyn & Ben Newcomb | REFUND DE | 3 | 001.000.175.00 | .00 | 935.79 |
| 04/22 | 04/20/2022 | 27671 | 255 | Cascade Columbia | Multiple | 2 | 400.400.616.00 | .00 | 3,281.08 |
| 04/22 | 04/20/2022 | 27672 | 904 | Consolidated Supply Co. | S010769712. | 1 | 300.300.614.60 | .00 | 2,350.96 |
| 04/22 | 04/20/2022 | 27673 | 1841 | CyntrX | INV141216 | 5 | 400.400.614.00 | .00 | 45.00 |
| 04/22 | 04/20/2022 | 27674 | 148 | Davison Auto Parts | 309082 | 6 | 400.400.617.00 | .00 | 172.87 |

M = Manual Check, V = Void Check

| GL Period | Check Issue Date | Check Number | Vendor Number | Payee | Invoice Number | Invoice Sequence | Invoice GL Account | Discount Taken | Check Amount |
|---------------|------------------|--------------|---------------|----------------------------------|----------------|------------------|--------------------|----------------|--------------|
| 04/22 | 04/20/2022 | 27675 | 453 | DJC | 745369044 | 1 | 770.770.910.70 | .00 | 418.20 |
| 04/22 | 04/20/2022 | 27676 | 231 | DOWL | 2860.80185. | 1 | 700.700.910.41 | .00 | 17,951.25 |
| 04/22 | 04/20/2022 | 27677 | 789 | Edge Analytical | Multiple | 1 | 300.300.751.00 | .00 | 332.30 |
| 04/22 | 04/20/2022 | 27678 | 1810 | Elizabeth Sagmiller | 04.19.2022 | 1 | 400.400.705.80 | .00 | 572.00 |
| 04/22 | 04/20/2022 | 27679 | 513 | Elizabeth Wytoski | APRIL 2022 | 1 | 500.500.752.00 | .00 | 50.00 |
| 04/22 | 04/20/2022 | 27680 | 543 | Ferrellgas | Multiple | 10 | 400.400.600.10 | .00 | 893.66 |
| 04/22 | 04/20/2022 | 27681 | 694 | GPEC Electrical Contractors | 8026 | 1 | 300.300.614.40 | .00 | 220.00 |
| 04/22 | 04/20/2022 | 27682 | 542 | Grainger | 9267626860 | 4 | 400.400.616.00 | .00 | 141.73 |
| 04/22 | 04/20/2022 | 27683 | 167 | GSI Water Solutions, Inc | Multiple | 1 | 300.300.705.00 | .00 | 1,290.00 |
| 04/22 | 04/20/2022 | 27684 | 321 | Industrial Welding Supply, Inc | 00242074 | 6 | 400.400.617.00 | .00 | 52.00 |
| 04/22 | 04/20/2022 | 27685 | 107 | League of Oregon Cities | 10506 | 6 | 400.400.601.00 | .00 | 40.00 |
| 04/22 | 04/20/2022 | 27686 | 108 | Les Schwab | 20201511812 | 6 | 400.400.614.00 | .00 | 331.97 |
| 04/22 | 04/20/2022 | 27687 | 1885 | Mark and DeAnn Virtue | REFUND OV | 1 | 001.000.175.00 | .00 | 84.34 |
| 04/22 | 04/20/2022 | 27688 | 1507 | McMinnville Immediate Health Car | 1091K1814 | 10 | 400.400.705.00 | .00 | 157.79 |
| 04/22 | 04/20/2022 | 27689 | 124 | Mid-Willamette Valley COG | 1562 | 1 | 100.105.705.20 | .00 | 1,620.00 |
| 04/22 | 04/20/2022 | 27690 | 109 | News Register | Multiple | 1 | 770.770.910.70 | .00 | 731.50 |
| 04/22 | 04/20/2022 | 27691 | 110 | Northwest Logging Supply | 318012 | 6 | 400.400.617.00 | .00 | 44.37 |
| 04/22 | 04/20/2022 | 27692 | 871 | Office Depot, Inc | Multiple | 10 | 400.400.601.00 | .00 | 52.54 |
| 04/22 | 04/20/2022 | 27693 | 224 | Orchard & Vineyard Supply | Multiple | 1 | 300.301.616.00 | .00 | 90.49 |
| 04/22 | 04/20/2022 | 27694 | 244 | OreVac West Inc. | 6920 | 1 | 400.400.614.40 | .00 | 810.00 |
| 04/22 | 04/20/2022 | 27695 | 980 | Pacific Int-R-Tek | 11910 | 1 | 700.700.910.00 | .00 | 1,402.10 |
| 04/22 | 04/20/2022 | 27696 | 103 | PGE | Multiple | 1 | 300.301.600.00 | .00 | 5,948.98 |
| 04/22 | 04/20/2022 | 27697 | 240 | Print NW | 22134 | 1 | 500.500.752.00 | .00 | 271.00 |
| 04/22 | 04/20/2022 | 27698 | 1194 | Rochelle Roaden | APRIL 2022 | 11 | 400.400.611.00 | .00 | 259.27 |
| 04/22 | 04/20/2022 | 27699 | 171 | Terminix Processing Center | Multiple | 1 | 100.100.707.30 | .00 | 173.00 |
| 04/22 | 04/20/2022 | 27700 | 1006 | US Bank | Multiple | 6 | 100.103.619.00 | .00 | 6,564.36 |
| 04/22 | 04/20/2022 | 27701 | 1001 | Utility Service Co., Inc | 556560 | 1 | 600.600.930.60 | .00 | 7,050.44 |
| 04/22 | 04/20/2022 | 27702 | 112 | Wilco | Multiple | 7 | 400.400.614.10 | .00 | 1,508.47 |
| 04/22 | 04/20/2022 | 27703 | 117 | YCOM | FY22-11-DAY | 1 | 101.101.770.00 | .00 | 2,350.25 |
| 04/22 | 04/20/2022 | 27704 | 614 | Ziplyfiber | Multiple | 1 | 300.300.602.00 | .00 | 298.69 |
| Grand Totals: | | | | | | | | .00 | 149,087.50 |

From: [Cyndi Park](#)
To: [Rochelle Roaden](#)
Subject: Website/App Stats
Date: Thursday, June 02, 2022 9:38:42 AM
Attachments: [Analytics All Web Site Data Web Traffic Dashboard 20220501-20220531.pdf](#)
[Analytics Mobile App Mobile Dashboard 20220501-20220531.pdf](#)
[image001.png](#)

Hi Rochelle-

Here are the website and app stats for May.

App Users April: 227

App Users May: 242

Change: +15 users

Unique Web Site Hits April: 228

Unique Web Site Hits May: 243

Change: +15 users

Thank you-

Cyndi



Cyndi Park, MEd, MLIS
Library Director
Planning Coordinator
416 Ferry St
Dayton, OR 97114
Phone: 503-864-2221
She/her pronouns

Download the City of Dayton smart phone app! [Google Play](#) or [App Store](#)

The library is open 1PM-5PM Monday through Friday and 10AM-12PM Tuesday, Wednesday, and Thursday. [We're now on Facebook!](#)

Home delivery of library materials and 24 hour-a-day holds pickup are available. [Click here for more information.](#)

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Web Traffic Dashboard

May 1, 2022 - May 31, 2022

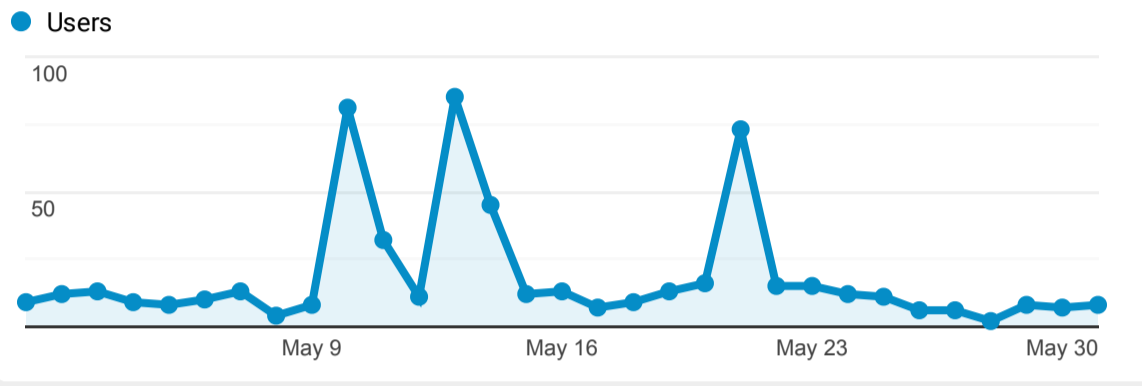
All Users
100.00% Sessions

Total Users

243
% of Total: 100.00% (243)



Users



Top Pageviews

| Page | Pageviews |
|----------------------------------|-----------|
| /page/city_registered_businesses | 1 |

by Browser

| Browser | Users |
|-----------------|-------|
| Safari (in-app) | 154 |
| Android Runtime | 88 |
| Chrome | 1 |

by Device Category

| Device Category | Users |
|-----------------|-------|
| mobile | 227 |
| tablet | 15 |
| desktop | 1 |

by Operating System

| Operating System | Users |
|------------------|-------|
| iOS | 154 |
| Android | 88 |
| Windows | 1 |

Mobile Dashboard

May 1, 2022 - May 31, 2022

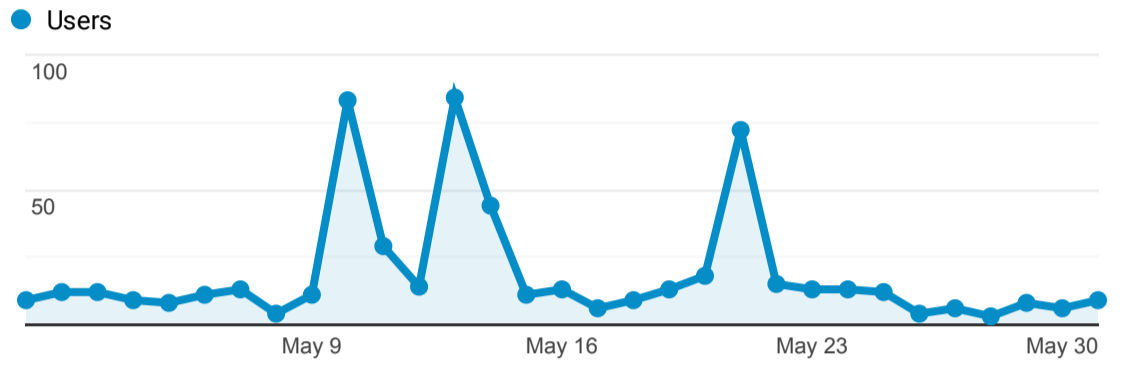
All Users
100.00% Sessions

Total Users

242
% of Total: 100.00% (242)



Users



by Device

| Operating System | Users |
|------------------|-------|
| iOS | 154 |
| Android | 88 |

Total Screen Views

| Screen Name | Screen Views |
|-------------------------|--------------|
| Home | 618 |
| Notifications | 275 |
| News | 157 |
| City Council | 20 |
| Parks | 14 |
| Report a Code Violation | 12 |
| Useful Links | 12 |
| Contact Us | 11 |
| Who do I Contact? | 10 |
| Agendas & Minutes | 9 |

Wellfield Production and Distribution 2022

| | Well 1 | Well 2 | Well 3 | Well 4 | Well 5 | Total | Treatment Plant Inflow | Backwash | Lafayette Distribution | Dayton Distribution | Lafayette Percentage | Dayton Percentage | L + D | Diff Between Well Total and Distribution |
|--------------|------------------|------------------|------------------|------------------|------------------|-------------------|------------------------|----------------|------------------------|---------------------|----------------------|-------------------|-------------------|--|
| Jan | 899,000 | 0 | 1,338,000 | 971,000 | 1,085,000 | 4,293,000 | 4,969,000 | 166,000 | 1,579,000 | 2,909,000 | 35% | 65% | 4,488,000 | -195,000 |
| Feb | 1,353,000 | 0 | 2,564,000 | 2,206,000 | 2,096,000 | 8,219,000 | 9,024,000 | 291,000 | 5,580,000 | 1,999,000 | 74% | 26% | 7,579,000 | 640,000 |
| Mar | 442,000 | 0 | 831,000 | 758,000 | 677,000 | 2,708,000 | 3,351,000 | 114,000 | 1,414,000 | 1,504,000 | 48% | 52% | 2,918,000 | -210,000 |
| Apr | 696,000 | 517,000 | 1,318,000 | 1,200,000 | 1,118,000 | 4,849,000 | 4,802,000 | 175,000 | 2,205,000 | 1,784,000 | 55% | 45% | 3,989,000 | 860,000 |
| May | 119,000 | 616,000 | 653,000 | 714,000 | 639,000 | 2,741,000 | 2,678,000 | 92,000 | 757,000 | 1,478,000 | 34% | 66% | 2,235,000 | 506,000 |
| Jun | | | | | | | | | | | | | | |
| Jul | | | | | | | | | | | | | | |
| Aug | | | | | | | | | | | | | | |
| Sep | | | | | | | | | | | | | | |
| Oct | | | | | | | | | | | | | | |
| Nov | | | | | | | | | | | | | | |
| Dec | | | | | | | | | | | | | | |
| Total | 3,509,000 | 1,133,000 | 6,704,000 | 5,849,000 | 5,615,000 | 22,810,000 | 24,824,000 | 838,000 | 11,535,000 | 9,674,000 | 54% | 46% | 21,209,000 | 1,601,000 |

Wellfield Production and Distribution 2021

| | Well 1 | Well 2 | Well 3 | Well 4 | Well 5 | Total | Treatment Plant Inflow | Backwash | Lafayette Distribution | Dayton Distribution | Lafayette Percentage | Dayton Percentage | L + D | Diff Between Well Total and Distribution |
|--------------|-------------------|------------------|-------------------|-------------------|-------------------|-------------------|------------------------|------------------|------------------------|---------------------|----------------------|-------------------|-------------------|--|
| Jan | 1,072,000 | 698,000 | 806,000 | 946,000 | 911,000 | 4,433,000 | 4,857,000 | 180,000 | 2,090,000 | 2,740,000 | 43% | 57% | 4,830,000 | -397,000 |
| Feb | 1,326,000 | 758,000 | 1,242,000 | 1,336,000 | 1,394,000 | 6,056,000 | 6,413,000 | 210,000 | 2,682,000 | 3,237,000 | 54% | 46% | 5,009,000 | 1,047,000 |
| Mar | 1,756,000 | 892,000 | 1,755,000 | 1,755,000 | 1,855,000 | 8,013,000 | 8,229,000 | 277,000 | 5,298,000 | 1,984,000 | 73% | 27% | 7,282,000 | 731,000 |
| Apr | 2,091,000 | 805,000 | 1,885,000 | 2,025,000 | 1,663,000 | 8,379,000 | 9,269,000 | 294,000 | 5,813,000 | 2,171,000 | 73% | 27% | 7,984,000 | 395,000 |
| May | 1,541,000 | 260,000 | 1,753,000 | 2,043,000 | 1,672,000 | 7,269,000 | 7,849,000 | 254,000 | 3,986,000 | 2,879,000 | 58% | 42% | 6,865,000 | 404,000 |
| Jun | 1,860,000 | 0 | 2,587,000 | 2,586,000 | 2,538,000 | 9,571,000 | 10,422,000 | 353,000 | 4,330,000 | 4,714,000 | 48% | 52% | 9,044,000 | 527,000 |
| Jul | 1,974,000 | 15,000 | 2,952,000 | 2,893,000 | 2,862,000 | 10,696,000 | 11,522,000 | 374,000 | 3,806,000 | 6,560,000 | 37% | 63% | 10,366,000 | 330,000 |
| Aug | 1,499,000 | 350,000 | 2,522,000 | 2,189,000 | 2,227,000 | 8,787,000 | 10,322,000 | 331,000 | 3,785,000 | 5,089,000 | 43% | 57% | 8,874,000 | -87,000 |
| Sep | 995,000 | 309,000 | 1,911,000 | 1,249,000 | 1,357,000 | 5,821,000 | 7,058,000 | 238,000 | 2,192,000 | 3,853,000 | 36% | 64% | 6,045,000 | -224,000 |
| Oct | 853,000 | 85,000 | 552,000 | 984,000 | 971,000 | 3,447,000 | 5,509,000 | 255,000 | 2,223,000 | 2,472,000 | 47% | 53% | 4,695,000 | -1,248,000 |
| Nov | 1,020,000 | 1,000 | 1,386,000 | 1,309,000 | 1,046,000 | 4,962,000 | 5,879,000 | 205,000 | 2,717,000 | 2,414,000 | 53% | 47% | 5,131,000 | -169,000 |
| Dec | 691,000 | 0 | 1,036,000 | 875,000 | 703,000 | 3,305,000 | 5,011,000 | 164,000 | 1,763,000 | 2,417,000 | 42% | 58% | 4,180,000 | -875,000 |
| Total | 16,590,000 | 4,173,000 | 20,587,000 | 20,190,000 | 19,199,000 | 80,739,000 | 92,340,000 | 3,155,000 | 40,685,000 | 39,620,000 | 51% | 49% | 80,305,000 | 434,000 |

Corrected Distribution Numbers

Wellfield Production and Distribution 2020

| | Well 1 | Well 2 | Well 3 | Well 4 | Well 5 | Total | Treatment Plant Inflow | Backwash | Lafayette Distribution | Dayton Distribution | Lafayette Percentage | Dayton Percentage | L + D | Diff Between Well Total and Distribution |
|--------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------|------------------------|------------------|------------------------|---------------------|----------------------|-------------------|--------------------|--|
| Jan | 2,212,000 | 1,352,000 | 2,504,000 | 2,571,000 | 1,781,000 | 10,420,000 | 10,777,000 | 307,000 | 6,480,000 | 3,390,000 | 66% | 34% | 9,870,000 | 550,000 |
| Feb | 2,605,000 | 1,392,000 | 2,727,000 | 2,727,000 | 1,795,000 | 11,246,000 | 11,503,000 | 321,000 | 6,968,000 | 3,606,000 | 66% | 34% | 10,574,000 | 672,000 |
| Mar | 1,869,000 | 1,346,000 | 2,856,000 | 2,858,000 | 2,736,000 | 11,665,000 | 11,987,000 | 324,000 | 7,290,000 | 3,922,000 | 65% | 35% | 11,212,000 | 453,000 |
| Apr | 2,105,000 | 1,542,000 | 4,197,000 | 2,229,000 | 2,424,000 | 12,497,000 | 13,705,000 | 404,000 | 7,856,000 | 3,826,000 | 67% | 33% | 11,682,000 | 815,000 |
| May | 2,125,000 | 1,251,000 | 3,702,000 | 2,196,000 | 2,196,000 | 11,470,000 | 13,866,000 | 424,000 | 8,919,000 | 2,678,000 | 77% | 23% | 11,597,000 | -127,000 |
| Jun | 1,427,000 | 1,413,000 | 1,426,000 | 1,427,000 | 1,465,000 | 7,158,000 | 9,782,000 | 315,000 | 5,093,000 | 3,859,000 | 57% | 43% | 8,952,000 | -1,794,000 |
| Jul | 1,754,000 | 1,593,000 | 1,771,000 | 1,773,000 | 1,823,000 | 8,714,000 | 11,720,000 | 344,000 | 5,027,000 | 5,155,000 | 49% | 51% | 10,182,000 | -1,468,000 |
| Aug | 1,638,000 | 892,000 | 1,902,000 | 1,902,000 | 1,945,000 | 8,279,000 | 11,106,000 | 283,000 | 4,835,000 | 5,501,000 | 47% | 53% | 10,336,000 | -2,057,000 |
| Sep | 1,109,000 | 1,177,000 | 1,359,000 | 1,387,000 | 6,391,000 | 7,421,000 | 7,421,000 | 257,000 | 3,883,000 | 4,089,000 | 45% | 55% | 7,472,000 | -1,081,000 |
| Oct | 931,000 | 1,096,000 | 1,287,000 | 1,289,000 | 1,314,000 | 5,917,000 | 6,809,000 | 211,000 | 3,764,000 | 2,825,000 | 57% | 43% | 6,589,000 | -672,000 |
| Nov | 1,293,000 | 1,661,000 | 2,001,000 | 1,705,000 | 1,733,000 | 8,393,000 | 9,077,000 | 304,000 | 5,949,000 | 3,071,000 | 66% | 34% | 9,014,000 | -621,000 |
| Dec | 1,127,000 | 1,462,000 | 1,711,000 | 1,437,000 | 1,437,000 | 7,170,000 | 7,184,000 | 251,000 | 3,258,000 | 3,349,000 | 49% | 51% | 6,607,000 | 563,000 |
| Total | 20,195,000 | 16,177,000 | 27,443,000 | 23,473,000 | 22,032,000 | 109,320,000 | 124,037,000 | 3,745,000 | 68,816,000 | 45,271,000 | 60% | 40% | 114,087,000 | -4,767,000 |

| Description | Commercial | Hydrant | None | Other | Public | Residential | Totals |
|-------------------|------------|---------|------|-------|----------|-------------|------------|
| Water Usage | 116,264 | 0 | 0 | 0 | 41,268 | 532,122 | 689,654 |
| | | | | | | | |
| Description | Commercial | Hydrant | None | Other | Public | Residential | Totals |
| Water Amount | 8,693.54 | - | - | - | 5,079.16 | 58,773.57 | 72,546.27 |
| Sewer Amount | 3,488.21 | - | - | - | 1,821.91 | 39,076.43 | 44,386.55 |
| Misc Amount | 30.00 | - | - | - | - | 772.18 | 802.18 |
| Backflow Amount | - | - | - | - | - | - | - |
| NSFCheck Amount | - | - | - | - | - | 52.41 | 52.41 |
| Late Charg Amount | 10.00 | - | - | - | - | 884.07 | 894.07 |
| | | | | | | | |
| Total Charges: | 12,221.75 | - | - | - | 6,901.07 | 99,558.66 | 118,681.48 |

| Description | Commercial | Hydrant | None | Other | Public | Residential | Totals |
|----------------------|------------|---------|------|--------|-----------|-------------|-------------|
| Previous Balance | 11,961.52 | - | - | 60.00 | 7,666.15 | 113,506.21 | 133,193.88 |
| Payments | 11,118.65- | - | - | 60.00- | 7,666.15- | 90,311.56- | 109,156.36- |
| Contract Adjustments | - | - | - | - | - | 1,010.21 | 1,010.21 |
| Assistance Applied | - | - | - | - | - | - | - |
| Deposits Applied | - | - | - | - | - | 600.00- | 600.00- |
| Interest Applied | - | - | - | - | - | - | - |
| Balance Transfers | - | - | - | - | - | - | - |
| Balance Write-offs | - | - | - | - | - | - | - |
| Reallocations | - | - | - | - | - | - | - |
| Total Charges | 12,221.75 | - | - | - | 6,901.07 | 99,558.66 | 118,681.48 |
| | | | | | | | |
| Current Balance: | 13,064.62 | - | - | - | 6,901.07 | 123,163.52 | 143,129.21 |

Year To Date: 07/01/2021 - 05/31/2022

| Description | Commercial | Hydrant | None | Other | Public | Residential | Totals |
|-------------|------------|---------|------|-------|---------|-------------|-----------|
| Water Usage | 1,412,592 | 2,500 | 0 | 1 | 641,300 | 7,604,407 | 9,660,800 |

| Description | Commercial | Hydrant | None | Other | Public | Residential | Totals |
|-------------------|------------|---------|------|--------|-----------|--------------|--------------|
| Water Amount | 96,742.77 | 75.00 | - | - | 55,609.85 | 676,210.88 | 828,638.50 |
| Sewer Amount | 38,339.89 | - | - | - | 20,041.01 | 424,539.52 | 482,920.42 |
| Misc Amount | 30.00 | 50.00 | - | - | - | 2,645.89 | 2,725.89 |
| Backflow Amount | 500.00 | - | - | 100.00 | 620.00 | 2,380.00 | 3,600.00 |
| NSFCheck Amount | 25.00 | - | - | - | - | 412.05 | 437.05 |
| Late Charg Amount | 80.00 | - | - | - | - | 4,277.86 | 4,357.86 |
| | | | | | | | |
| Total Charges: | 135,717.66 | 125.00 | - | 100.00 | 76,270.86 | 1,110,466.20 | 1,322,679.72 |

| Description | Commercial | Hydrant | None | Other | Public | Residential | Totals |
|----------------------|-------------|---------|------|---------|------------|---------------|---------------|
| Previous Balance | 14,438.77 | - | - | - | 4,749.52 | 151,023.95 | 170,212.24 |
| Payments | 135,797.65- | - | - | 100.00- | 74,119.31- | 1,105,180.91- | 1,315,197.87- |
| Contract Adjustments | 1,144.16- | - | - | - | - | 25,288.80- | 26,432.96- |
| Assistance Applied | - | - | - | - | - | - | - |
| Deposits Applied | 150.00- | 125.00- | - | - | - | 7,856.92- | 8,131.92- |

| Description | Commercial | Hydrant | None | Other | Public | Residential | Totals |
|--------------------|------------|---------|------|--------|-----------|--------------|--------------|
| Interest Applied | - | - | - | - | - | - | - |
| Balance Transfers | - | - | - | - | - | - | - |
| Balance Write-offs | - | - | - | - | - | - | - |
| Reallocations | - | - | - | - | - | - | - |
| Total Charges | 135,717.66 | 125.00 | - | 100.00 | 76,270.86 | 1,110,466.20 | 1,322,679.72 |
| Current Balance: | 13,064.62 | - | - | - | 6,901.07 | 123,163.52 | 143,129.21 |



**Yamhill County Sheriff's Office
Crime Summary for DAYTON
From 4/1/2022 to 4/30/2022**

| City | UCR Description | 4/1/2021 to 4/30/2021 | 4/1/2022 to 4/30/2022 | Percentage Change | YTD | Prior Year |
|---------------|--------------------------|-----------------------|-----------------------|-------------------|------------|------------|
| DAYTON | | | | | | |
| Part 1 | | | | | | |
| | Aggravated Assault | 0 | 0 | | | 6 |
| | Arson | 0 | 0 | | | 2 |
| | Burglary-Business | 0 | 0 | | | 2 |
| | Burglary-Non-Residence | 0 | 1 | | 1 | 10 |
| | Burglary-Residence | 0 | 0 | | | 3 |
| | Larceny | 5 | 2 | -60.00 % | 12 | 50 |
| | Motor Vehicle Theft-Auto | 0 | 1 | | 4 | 7 |
| | Rape | 0 | 0 | | | 2 |
| | Robbery | 1 | 0 | | | 1 |
| | Part 1 Total | 6 | 4 | -33.33 % | 17 | 83 |
| Part 2 | | | | | | |
| | All Other | 1 | 0 | | 5 | 16 |
| | Animal Problems | 0 | 0 | | | 1 |
| | Disorderly Conduct | 1 | 0 | | 2 | 6 |
| | Drug Laws | 1 | 1 | | 4 | 9 |
| | DUII | 0 | 1 | | 8 | 13 |
| | Forgery | 0 | 0 | | | 2 |
| | Fraud | 0 | 1 | | 1 | 6 |
| | Liquor Laws | 0 | 0 | | 1 | |
| | Sex Offenses | 0 | 0 | | 1 | 8 |
| | Simple Assault | 1 | 1 | | 9 | 28 |
| | Stolen Property | 2 | 2 | | 3 | 11 |
| | Tresspass/Prowler | 1 | 1 | | 4 | 29 |
| | Vandalism | 0 | 2 | | 10 | 26 |
| | Weapons | 0 | 0 | | 3 | 4 |
| | Part 2 Total | 7 | 9 | 28.57 % | 51 | 159 |
| Part 3 | | | | | | |
| | All Other | 6 | 5 | -16.67 % | 20 | 63 |
| | Total For DAYTON | 34 | 22 | -35.29 % | 115 | 423 |

Report run date: 5/3/2022



**Yamhill County Sheriff's Office
 Crime Summary for DAYTON
 From 4/1/2022 to 4/30/2022**

| City | UCR Description | 4/1/2021 to 4/30/2021 | 4/1/2022 to 4/30/2022 | Percentage Change | YTD | Prior Year |
|--------|-------------------------|-----------------------|-----------------------|-------------------|-----|------------|
| DAYTON | | | | | | |
| | Non-Reportable Offenses | 15 | 4 | -73.33 % | 27 | 118 |
| | Part 3 Total | 21 | 9 | -57.14 % | 47 | 181 |
| | Total For DAYTON | 34 | 22 | -35.29 % | 115 | 423 |



**Yamhill County Sheriff's Office
Crime Summary for DAYTON
From 5/1/2022 to 5/31/2022**

| City | UCR Description | 5/1/2021 to 5/31/2021 | 5/1/2022 to 5/31/2022 | Percentage Change | YTD | Prior Year |
|---------------|--------------------------|-----------------------|-----------------------|-------------------|------------|------------|
| DAYTON | | | | | | |
| Part 1 | | | | | | |
| | Aggravated Assault | 0 | 0 | | | 6 |
| | Arson | 0 | 0 | | | 2 |
| | Burglary-Business | 0 | 0 | | | 2 |
| | Burglary-Non-Residence | 1 | 0 | | 1 | 10 |
| | Burglary-Residence | 1 | 0 | | | 3 |
| | Larceny | 4 | 3 | -25.00 % | 15 | 50 |
| | Motor Vehicle Theft-Auto | 1 | 0 | | 4 | 8 |
| | Rape | 0 | 0 | | | 2 |
| | Robbery | 0 | 0 | | | 1 |
| | Part 1 Total | 7 | 3 | -57.14 % | 20 | 84 |
| Part 2 | | | | | | |
| | All Other | 3 | 0 | | 5 | 16 |
| | Animal Problems | 1 | 0 | | | 1 |
| | Disorderly Conduct | 1 | 0 | | 2 | 6 |
| | Drug Laws | 1 | 0 | | 4 | 9 |
| | DUII | 1 | 1 | | 9 | 13 |
| | Forgery | 0 | 0 | | | 2 |
| | Fraud | 0 | 0 | | 2 | 6 |
| | Liquor Laws | 0 | 0 | | 1 | |
| | Sex Offenses | 1 | 0 | | 2 | 8 |
| | Simple Assault | 1 | 0 | | 11 | 28 |
| | Stolen Property | 1 | 0 | | 3 | 11 |
| | Trespass/Prowler | 3 | 0 | | 4 | 29 |
| | Vandalism | 3 | 2 | -33.33 % | 13 | 26 |
| | Weapons | 0 | 0 | | 3 | 4 |
| | Part 2 Total | 16 | 3 | -81.25 % | 59 | 159 |
| Part 3 | | | | | | |
| | All Other | 4 | 9 | 125.00 % | 30 | 63 |
| | Total For DAYTON | 31 | 26 | -16.13 % | 157 | 424 |

Report run date: 6/2/2022



**Yamhill County Sheriff's Office
Crime Summary for DAYTON
From 5/1/2022 to 5/31/2022**

| City | UCR Description | 5/1/2021 to 5/31/2021 | 5/1/2022 to 5/31/2022 | Percentage Change | YTD | Prior Year |
|--------|-------------------------|-----------------------|-----------------------|-------------------|-----|------------|
| DAYTON | | | | | | |
| | Non-Reportable Offenses | 4 | 11 | 175.00 % | 48 | 118 |
| | Part 3 Total | 8 | 20 | 150.00 % | 78 | 181 |
| | Total For DAYTON | 31 | 26 | -16.13 % | 157 | 424 |