

**AGENDA
DAYTON CITY COUNCIL
REGULAR SESSION**



DATE: MONDAY, FEBRUARY 1, 2021

**PLACE: VIRTUAL ZOOM MEETING
HOUSE BILL 4212**

TIME: 6:30 PM

Please click the link to join the webinar: <https://zoom.us/j/94322193926> or Telephone: 1-346 248-7799
Meeting Password: 703643 Webinar ID: 943 2219 3926

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PAGE #</u>
A.	CALL TO ORDER & PLEDGE OF ALLEGIANCE	
B.	ROLL CALL	
C.	APPEARANCE OF INTERESTED CITIZENS	
This time is reserved for questions or comments from persons in the audience on any topic.		
D.	CONSENT AGENDA	
	1. Regular Session Meeting Minutes of January 4, 2021	1
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	7. Sewer Pond 3 Aeration Project Approval	107
F.	CITY COUNCIL COMMENTS/CONCERNS	
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H.	ADJOURN	

Posted: January 28, 2021
Patty Ringnalda, City Recorder

Persons with hearing, visual or manual impairments who wish to participate in the meeting should contact the City of Dayton AT LEAST 32 WORKING HOURS (4 DAYS) prior to the meeting date in order that appropriate communication assistance can be arranged. The City Hall Annex is accessible to the disabled. Please let us know if you need any special accommodations to attend this meeting.

NEXT MEETING DATE
City Council Regular Session, Monday, March 1, 2021 – Virtual Meeting via Zoom

MINUTES
DAYTON CITY COUNCIL
REGULAR SESSION
January 4, 2021

PRESENT: Mayor Elizabeth Wytoski
Council President Daniel Holbrook
Councilor Kitty Mackin
Councilor Darrick Price
Councilor Rosalba Sandoval-Perez

ABSENT: Councilor Trini Marquez

STAFF: Rochelle Roaden, City Manager
Patty Ringnalda, City Recorder
Steve Sagmiller, Public Works Director
Dawn Beveridge, Accountant *left at 6:49 pm*

A. CALL TO ORDER

Mayor Wytoski called the meeting to order at 6:30 pm.

B. ROLL CALL

Mayor Wytoski noted there was a quorum with Councilors Holbrook, Mackin, Price and Sandoval-Perez attending the meeting virtually via Zoom. Mayor Wytoski noted the absence of Councilor Marquez.

C. APPEARANCE OF INTERESTED CITIZENS

No one was in attendance to comment.

D. CONSENT AGENDA

a. Regular Session Meeting Minutes of December 7, 2020

DANIEL HOLBROOK MOVED TO APPROVE THE CITY COUNCIL REGULAR SESSION MEETING MINUTES OF DECEMBER 7, 2020. SECONDED BY ROSALBA SANDOVAL-PEREZ. Motion carried with Holbrook, Mackin, Marquez, Price, Sandoval-Perez and Wytoski voting aye. Marquez absent.

E. ACTION ITEMS

1. Swearing In of Elected City Councilors

Patty Ringnalda, City Recorder, performed the swearing in of Councilors Annette Frank and Kitty Mackin. Councilor Marquez was not present to take the oath of office.

2. Audit Presentation – Devan Esch, GMS

Devan Esch of Grove, of Mueller and Swank summarized the 2019/2020 audit with the Council.

KITTY MACKIN MOVED TO ACCEPT THE FISCAL YEAR 2019/2020 FINANCIAL STATEMENTS. SECONDED BY DARRICK PRICE. *Motion carried with Frank, Holbrook, Mackin, Price, Sandoval-Perez and Wytoski voting aye. Marquez absent.*

3. Council President Election

Daniel Holbrook nominated Rosalba Sandoval-Perez for the position of City Council President. Annette Frank, Daniel Holbrook, Kitty Mackin, Darrick Price, Rosalba Sandoval-Perez and Mayor Wytoski cast their votes for Rosalba Sandoval-Perez.

DANIEL HOLBROOK MOVED TO ELECT ROSALBA SANDOVAL-PEREZ AS COUNCIL PRESIDENT. SECONDED BY KITTY MACKIN. *Motion carries with Frank, Holbrook, Price, Mackin, Sandoval-Perez and Wytoski voting aye. Marquez absent.*

4. Recology Voucher Discussion

Rochelle Roaden stated that the City has been unable to hold the City Wide Clean-Up events due to the COVID pandemic. Recology, who donates approximately \$2,000 in services to this event each year, has offered to provide vouchers which would allow residents a free trip to the dump.

Council discussed the proposed vouchers in length and agreed that the 2021 Clean-Up Event would not be cancelled at this time, but postponed to a later date. Council was in favor of making 100 vouchers available to residents, and saving the other half of the donated funds to use for a scaled down Clean-Up Event later on in the year. No swap meet, but residents would be encouraged to have city wide garage sales. Council was in favor of the use of the vouchers for Code Enforcement purposes, to help those residents who could use the vouchers the most.

5. City of Dayton 2020 Survey Results Discussion

Rochelle Roaden reviewed the City Survey results, stating that she wanted Council to have the information for the upcoming goal setting session. Survey statistics were reviewed in length, with the Council adding ideas for next year's survey.

The Council was pleased with the overall response to the survey and the 248 responses. Mayor Wytoski was in favor of keeping the survey to 10 minutes or less and suggested an opt out answer for each question, stating that if the question does not apply to them then they would not be required to answer.

Councilor Sandoval-Perez inquired if there was way to see who answered each question, to determine if a specific group was dissatisfied with a particular subject. Councilor Holbrook asked to see the grouping information in correlation with survey comments. Rochelle Roaden advised that she will bring more detailed information back to the Council for review.

Mayor Wytoski suggested that services questions be separated out, between services that are provided by the City of Dayton and other providers (Electricity, internet, phones, etc.).

Councilor Mackin stated that she would like to see sewer rates correlate to usage, instead of a flat rate.

Survey statistics and responses were reviewed for each category. Council agreed that communication with non-English speaking residents could be improved.

F. CITY COUNCIL COMMENTS AND CONCERNS

Councilor Mackin voiced a complaint regarding fireworks on New Year's Eve, stating that the City has a noise ordinance and exceptions should not be allowed. Councilor Mackin suggested that the City's App be used to educate the community on what is legal and what is not.

Councilor Holbrook stated that in an effort to be pro-active, there are Semi-Trucks parking on Ferry Street where construction of a new housing subdivision is being constructed. Councilor Holbrook suggested good neighbor contact with the owners of the semi-trucks before the new houses become occupied. Councilor Price stated he too has had issues with trucks parking on the street in front of his home and has had some success in talking with the Semi Truck Drivers.

Councilor Frank stated that it is good to be back on Council.

Councilor Sandoval Perez advised that she has been approached by a community member regarding the street light on the corner of 6th and Ash Streets and asked if the tree on the corner could be trimmed. Councilor Sandoval-Perez expressed concern over the survey comment regarding vehicles leaving the By-Pass Bar & Grill and speeding through town, asking if something could be done. Rochelle Roaden advised that she had already spoken with the City's Deputy and he is aware of the problem and will be working to taking care of the issue.

Mayor Wytoski commented on the 2021 City Day at the Capitol invitation that was included in the packet, stating that she will be speaking at the event and encouraged Councilors to attend, even if they can only attend a portion of the conference.

G. INFORMATION REPORTS

1. City Manager's Report

Steve Sagmiller updated the Council regarding the City's water, stating that the City is in good shape, due to all the rain. Public Works is currently working on several water leaks that have required some major construction. Leaks are caused from old water lines and they will continue to have issues until all of the old lines have been replaced.

Rochelle Roaden reviewed the Dayton Dollars program and the Covid Relief Fund allocation, stating that all of the allocation has been spent, leaving no additional funds for the purchase of PPE.

ODOT has confirmed that they will be funding the City's 20% portion of the Safe Routes to School Grant.

Rochelle Roaden announced that Isaac Sullens has been hired as the new Office Specialist I - Building Permit Specialist and Code Enforcement Officer. Ricci Haworth has been hired to replace Vicki Durand who will be retiring in March 2021 in the Office Specialist II/Utility Billing Clerk position. Public Works has a Maintenance Operator I position open, and the City will be accepting applications for this position until the end of January.

H. ADJOURN

There being no further business, the meeting adjourned at 7:45 pm.

Respectfully submitted:

APPROVED BY COUNCIL on February 1, 2021.

As Written **As Amended**

By: Patty Ringnalda
City Recorder

Elizabeth Wytoski, Mayor

To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: City of Dayton 2020 Survey Results
Date: February 1, 2021

Background/History

The first City of Dayton survey was rolled out in October of 2020. Responses were accepted through the end of December. The survey was emailed to all utility account email addresses on file and a bilingual flyer was included in the utility bills in October and December. A bilingual app notification was sent out and the “Polls” button on the app was used as a direct link to the survey. Respondents could choose from English or Spanish on the main screen of the online survey. Email reminders were sent out to via Survey Monkey to addresses that had not participated in November and December. Survey hard copies were available at City Hall and the bilingual flyer was prominently displayed in the front office. We received 247 responses in total with a 100% completion rate for those that started the survey online.

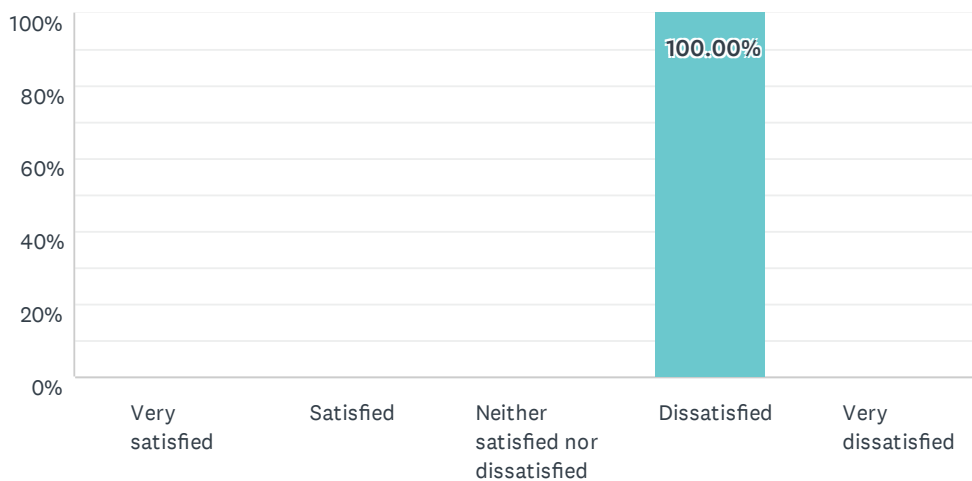
At the January 4th Council meeting, survey results were presented, and a few questions were posed regarding the responses to Survey Question #1 which asked to rate the level of satisfaction from city services. Specifically, those that responded with “dissatisfied” or “very dissatisfied”. I was able to run summary reports including only these groups so that the Council can see if there are any similarities in their responses across the survey.

Attached in this packet are:

- Summary report including all 13 respondent’s surveys who responded as “Dissatisfied”
- Summary report including all 3 respondent’s survey who responded as “Very Dissatisfied”
- Summary report for Question 14 for all 16 respondents (warning: profanity has been used in some responses)

Q1 How would you rate your overall satisfaction with the services provided by the City of Dayton?

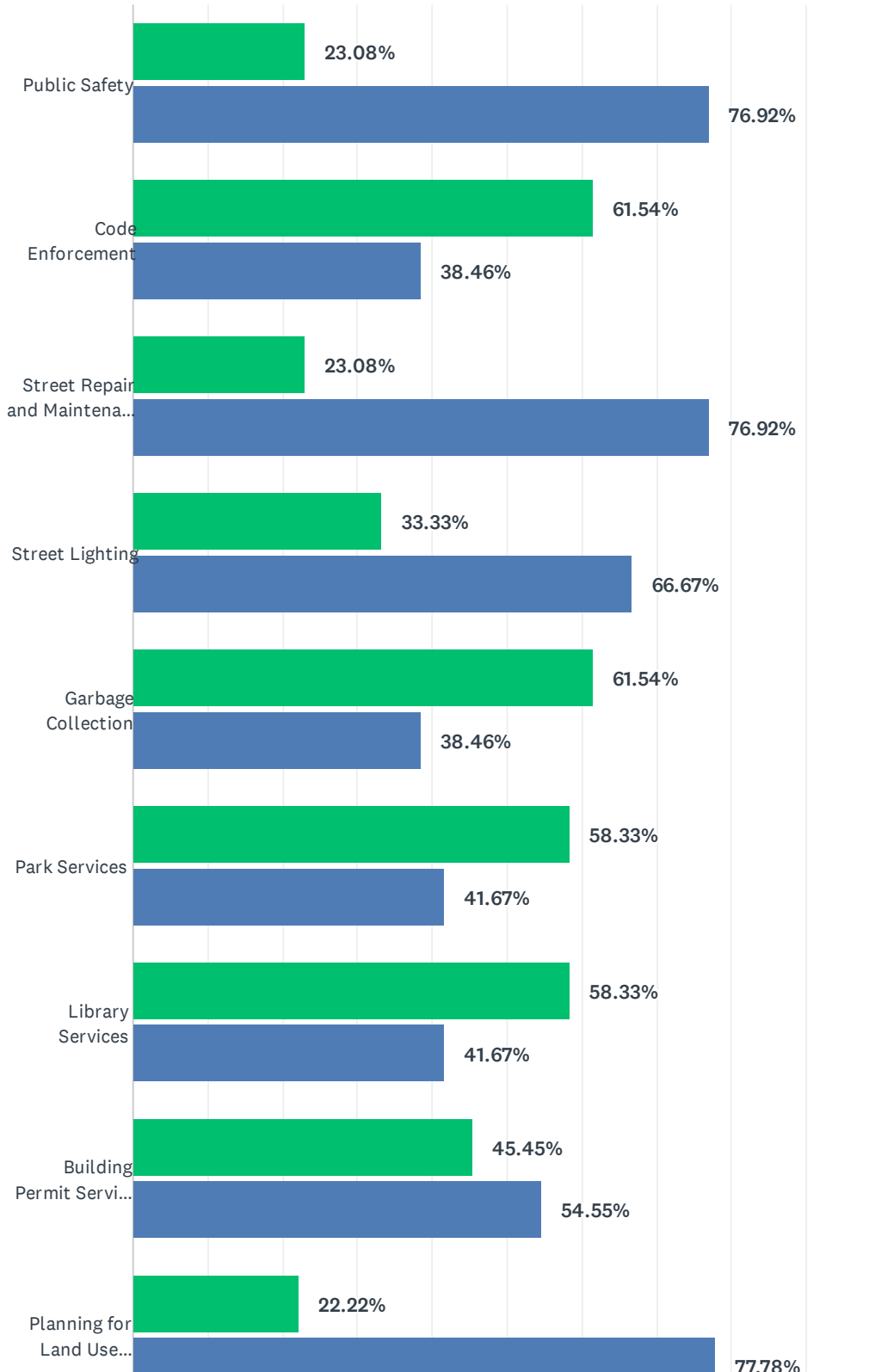
Answered: 13 Skipped: 0



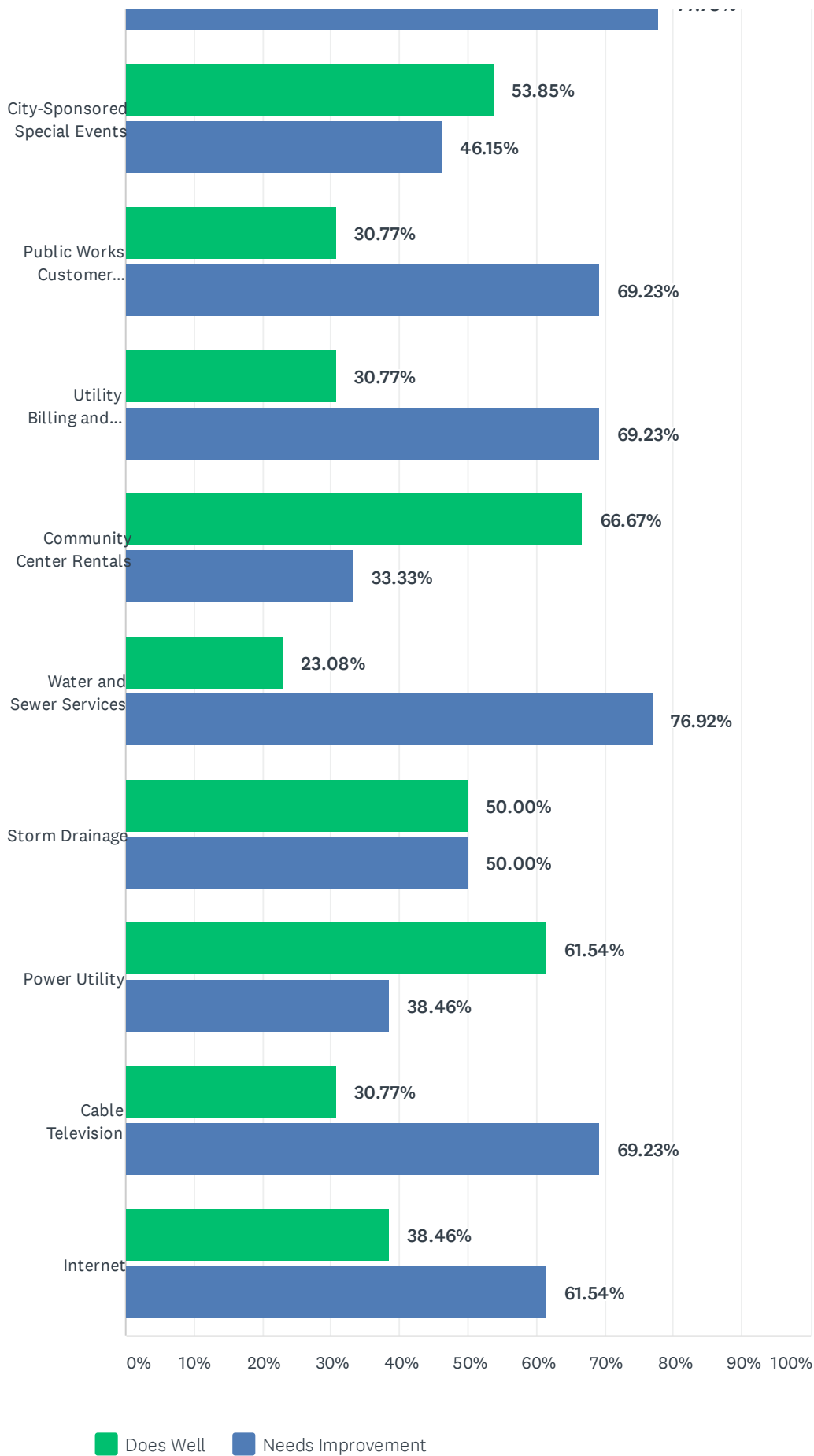
ANSWER CHOICES	RESPONSES	
Very satisfied	0.00%	0
Satisfied	0.00%	0
Neither satisfied nor dissatisfied	0.00%	0
Dissatisfied	100.00%	13
Very dissatisfied	0.00%	0
TOTAL		13

Q2 From the list of services below, please select the services that you feel the City is doing well and the services you feel the City needs improvement.

Answered: 13 Skipped: 0



City of Dayton Survey 2020

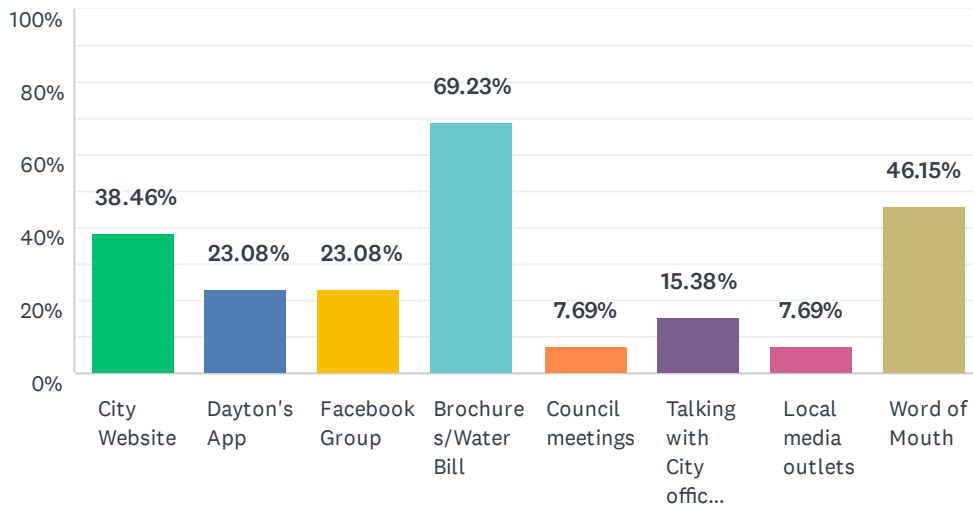


City of Dayton Survey 2020

	DOES WELL	NEEDS IMPROVEMENT	TOTAL	WEIGHTED AVERAGE
Public Safety	23.08% 3	76.92% 10	13	1.77
Code Enforcement	61.54% 8	38.46% 5	13	1.38
Street Repair and Maintenance	23.08% 3	76.92% 10	13	1.77
Street Lighting	33.33% 4	66.67% 8	12	1.67
Garbage Collection	61.54% 8	38.46% 5	13	1.38
Park Services	58.33% 7	41.67% 5	12	1.42
Library Services	58.33% 7	41.67% 5	12	1.42
Building Permit Services	45.45% 5	54.55% 6	11	1.55
Planning for Land Use Services	22.22% 2	77.78% 7	9	1.78
City-Sponsored Special Events	53.85% 7	46.15% 6	13	1.46
Public Works Customer Service	30.77% 4	69.23% 9	13	1.69
Utility Billing and Customer Service	30.77% 4	69.23% 9	13	1.69
Community Center Rentals	66.67% 6	33.33% 3	9	1.33
Water and Sewer Services	23.08% 3	76.92% 10	13	1.77
Storm Drainage	50.00% 6	50.00% 6	12	1.50
Power Utility	61.54% 8	38.46% 5	13	1.38
Cable Television	30.77% 4	69.23% 9	13	1.69
Internet	38.46% 5	61.54% 8	13	1.62

Q3 How do you receive or access information from the City of Dayton ? Please select all that apply.

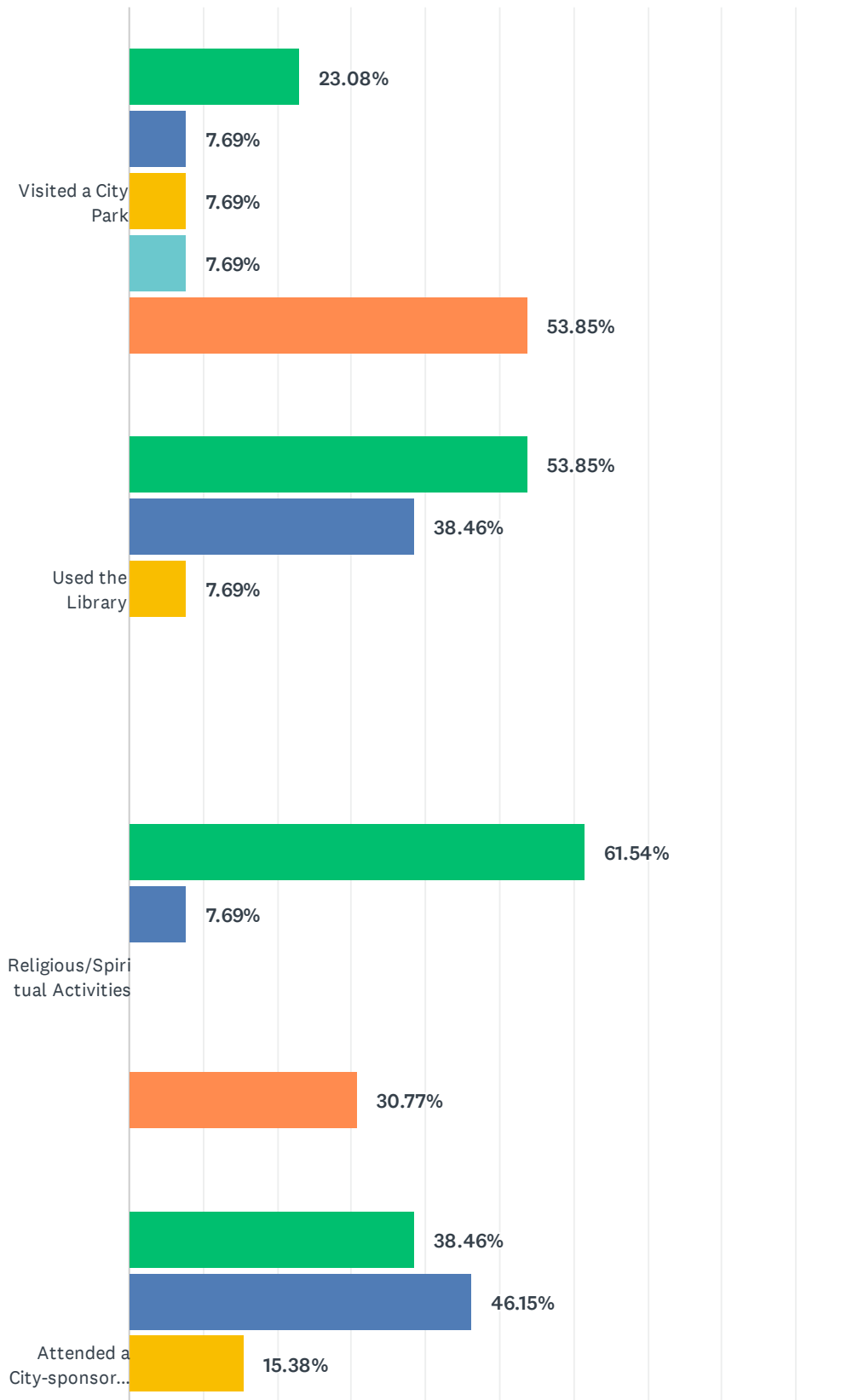
Answered: 13 Skipped: 0



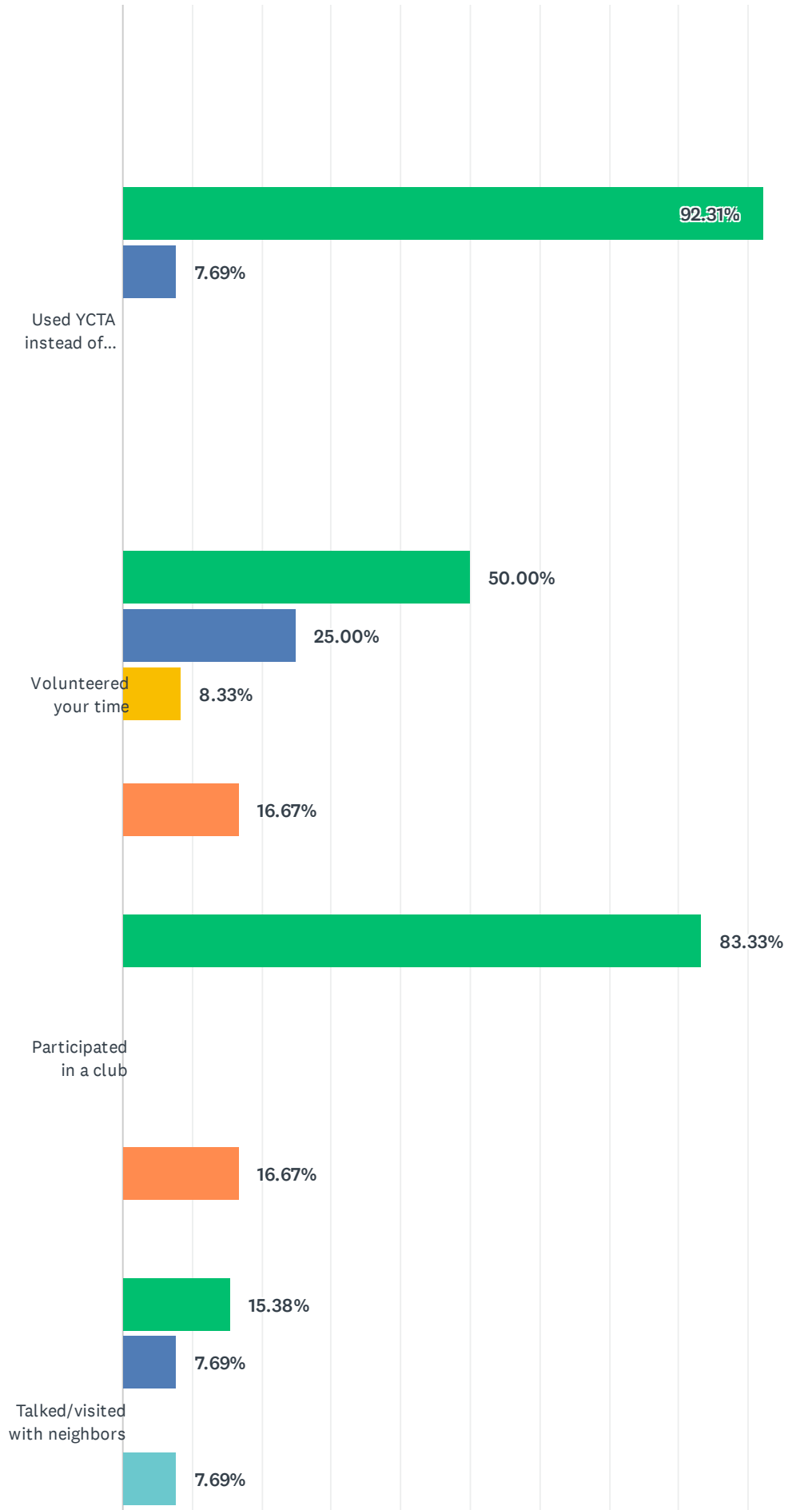
ANSWER CHOICES	RESPONSES	
City Website	38.46%	5
Dayton's App	23.08%	3
Facebook Group	23.08%	3
Brochures/Water Bill	69.23%	9
Council meetings	7.69%	1
Talking with City officials	15.38%	2
Local media outlets	7.69%	1
Word of Mouth	46.15%	6
Total Respondents: 13		

Q4 In the last 12 months, about how many times, if at all, have you or other household members done each of the following in Dayton?

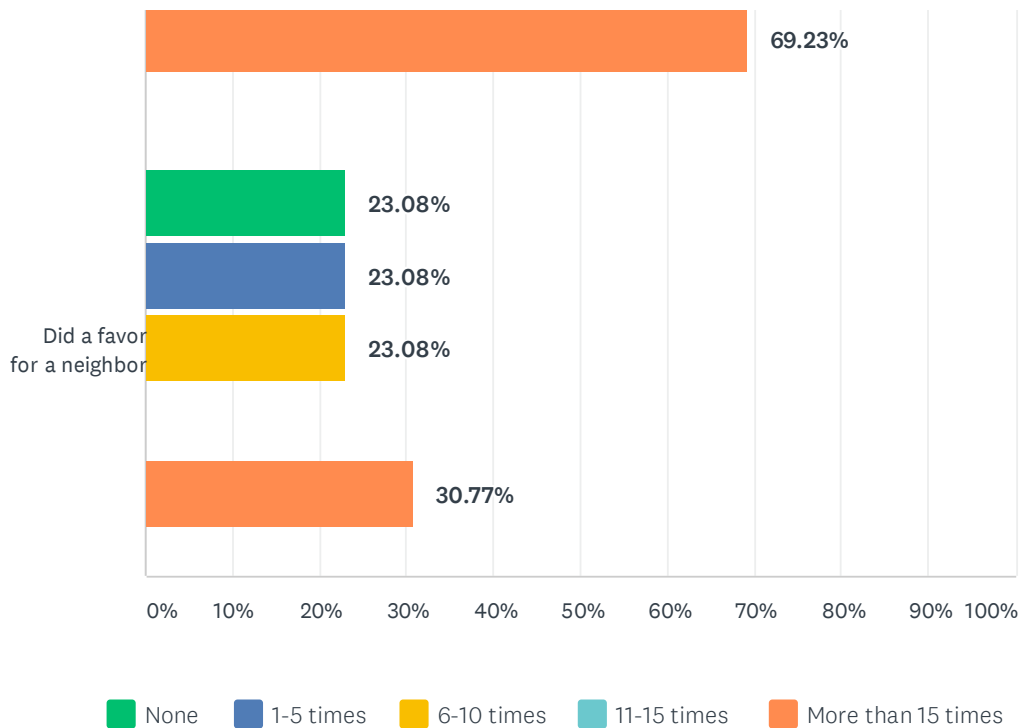
Answered: 13 Skipped: 0



City of Dayton Survey 2020



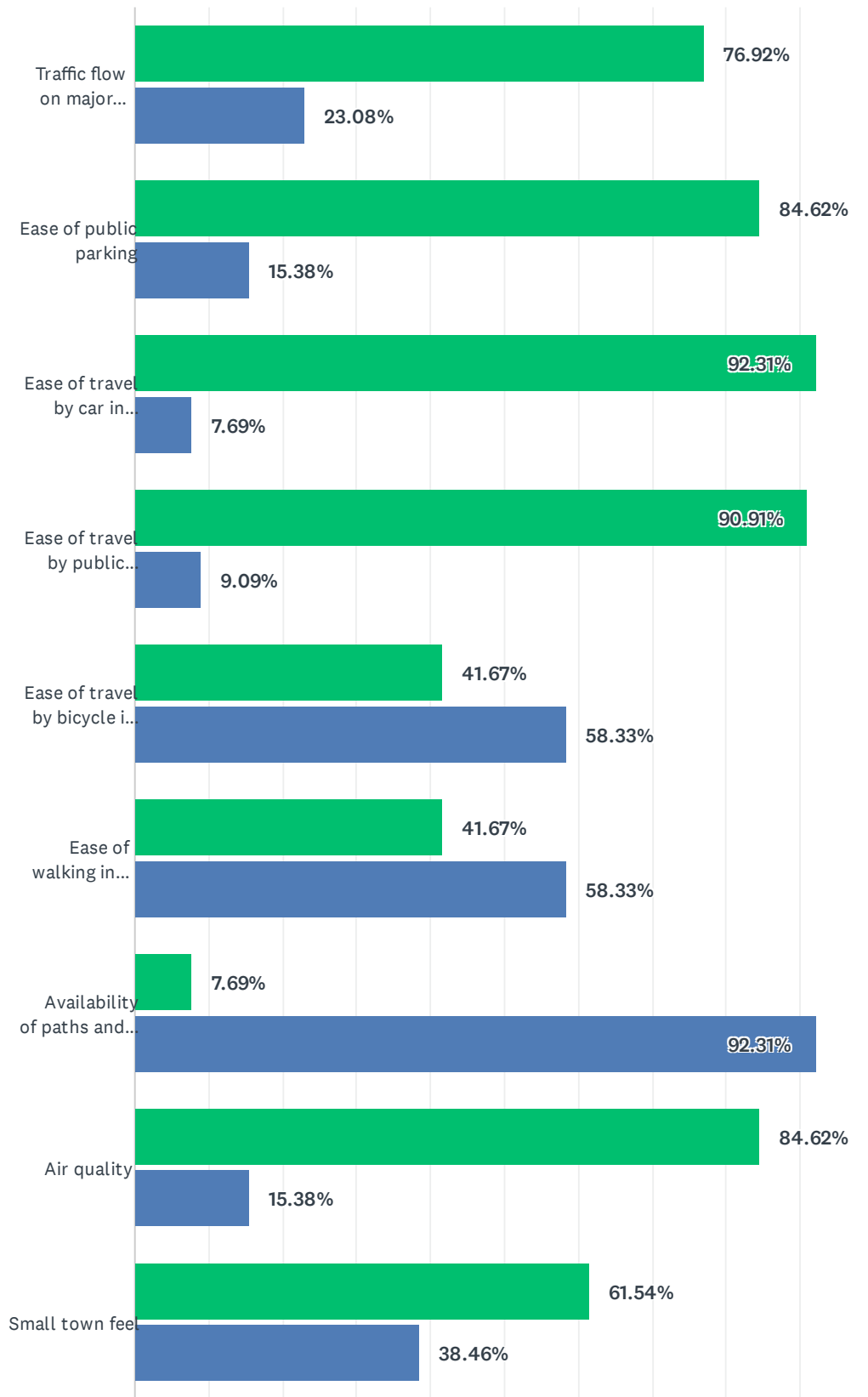
City of Dayton Survey 2020



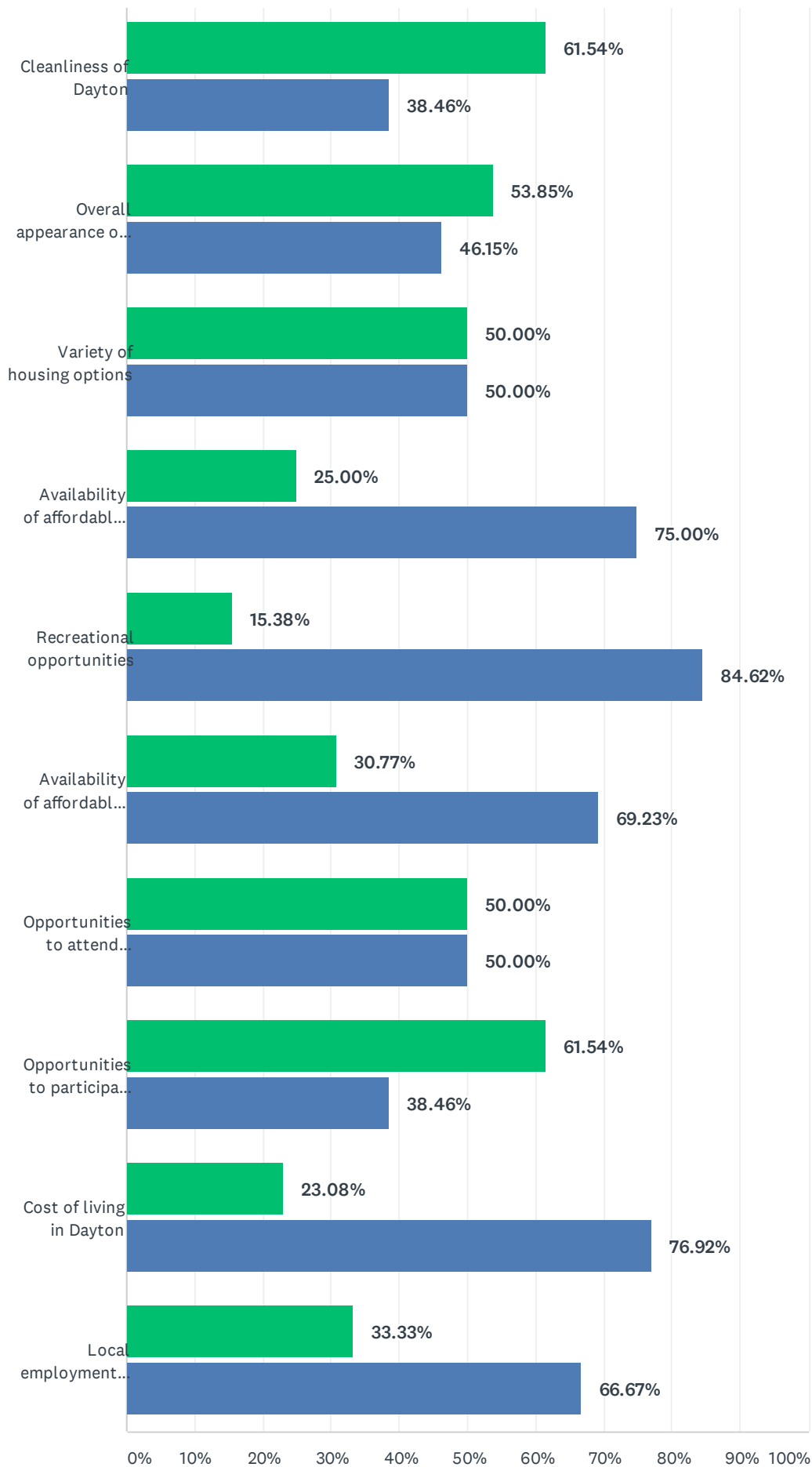
	NONE	1-5 TIMES	6-10 TIMES	11-15 TIMES	MORE THAN 15 TIMES	TOTAL
Visited a City Park	23.08% 3	7.69% 1	7.69% 1	7.69% 1	53.85% 7	13
Used the Library	53.85% 7	38.46% 5	7.69% 1	0.00% 0	0.00% 0	13
Religious/Spiritual Activities	61.54% 8	7.69% 1	0.00% 0	0.00% 0	30.77% 4	13
Attended a City-sponsored event	38.46% 5	46.15% 6	15.38% 2	0.00% 0	0.00% 0	13
Used YCTA instead of driving	92.31% 12	7.69% 1	0.00% 0	0.00% 0	0.00% 0	13
Volunteered your time	50.00% 6	25.00% 3	8.33% 1	0.00% 0	16.67% 2	12
Participated in a club	83.33% 10	0.00% 0	0.00% 0	0.00% 0	16.67% 2	12
Talked/visited with neighbors	15.38% 2	7.69% 1	0.00% 0	7.69% 1	69.23% 9	13
Did a favor for a neighbor	23.08% 3	23.08% 3	23.08% 3	0.00% 0	30.77% 4	13

Q5 From the characteristics below, please select those you feel Dayton does well and those you feel need improvement.

Answered: 13 Skipped: 0



City of Dayton Survey 2020



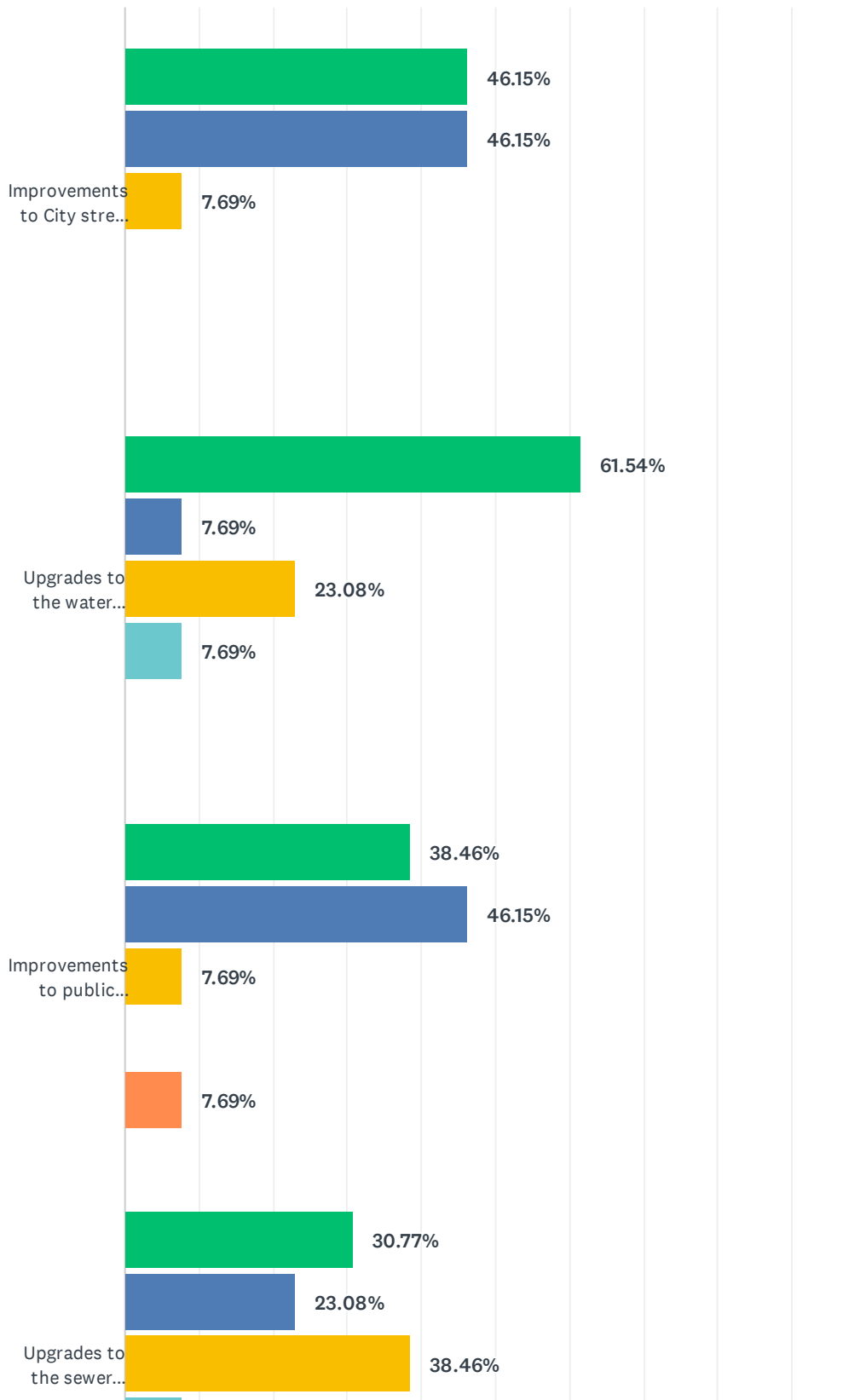
City of Dayton Survey 2020

■ Does Well
 ■ Needs Improvement

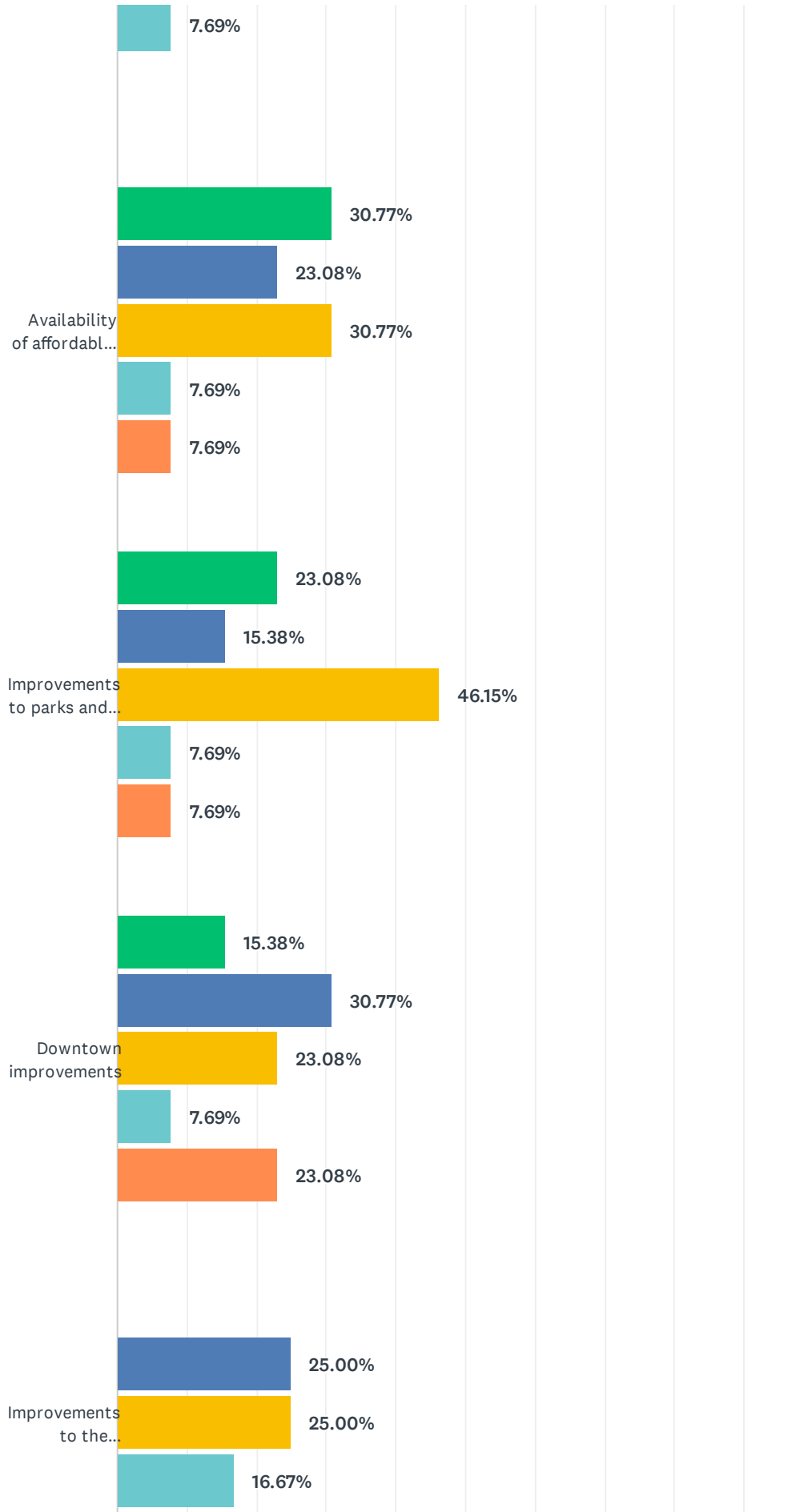
	DOES WELL	NEEDS IMPROVEMENT	TOTAL	WEIGHTED AVERAGE
Traffic flow on major streets	76.92% 10	23.08% 3	13	1.23
Ease of public parking	84.62% 11	15.38% 2	13	1.15
Ease of travel by car in Dayton	92.31% 12	7.69% 1	13	1.08
Ease of travel by public transportation in Dayton	90.91% 10	9.09% 1	11	1.09
Ease of travel by bicycle in Dayton	41.67% 5	58.33% 7	12	1.58
Ease of walking in Dayton	41.67% 5	58.33% 7	12	1.58
Availability of paths and walking trails	7.69% 1	92.31% 12	13	1.92
Air quality	84.62% 11	15.38% 2	13	1.15
Small town feel	61.54% 8	38.46% 5	13	1.38
Cleanliness of Dayton	61.54% 8	38.46% 5	13	1.38
Overall appearance of Dayton	53.85% 7	46.15% 6	13	1.46
Variety of housing options	50.00% 6	50.00% 6	12	1.50
Availability of affordable quality housing	25.00% 3	75.00% 9	12	1.75
Recreational opportunities	15.38% 2	84.62% 11	13	1.85
Availability of affordable quality food	30.77% 4	69.23% 9	13	1.69
Opportunities to attend cultural/arts/music activities	50.00% 6	50.00% 6	12	1.50
Opportunities to participate in religious or spiritual events and activities	61.54% 8	38.46% 5	13	1.38
Cost of living in Dayton	23.08% 3	76.92% 10	13	1.77
Local employment opportunities	33.33% 4	66.67% 8	12	1.67

Q6 Please rank how much of a priority, if any, it should be for the City to address each of the following in the next 5 years.

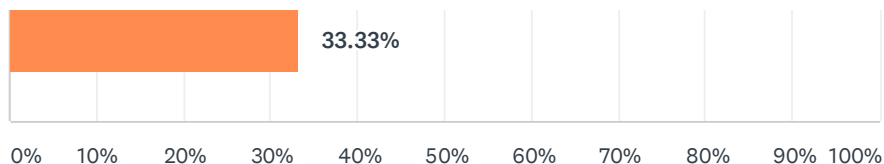
Answered: 13 Skipped: 0



City of Dayton Survey 2020



City of Dayton Survey 2020

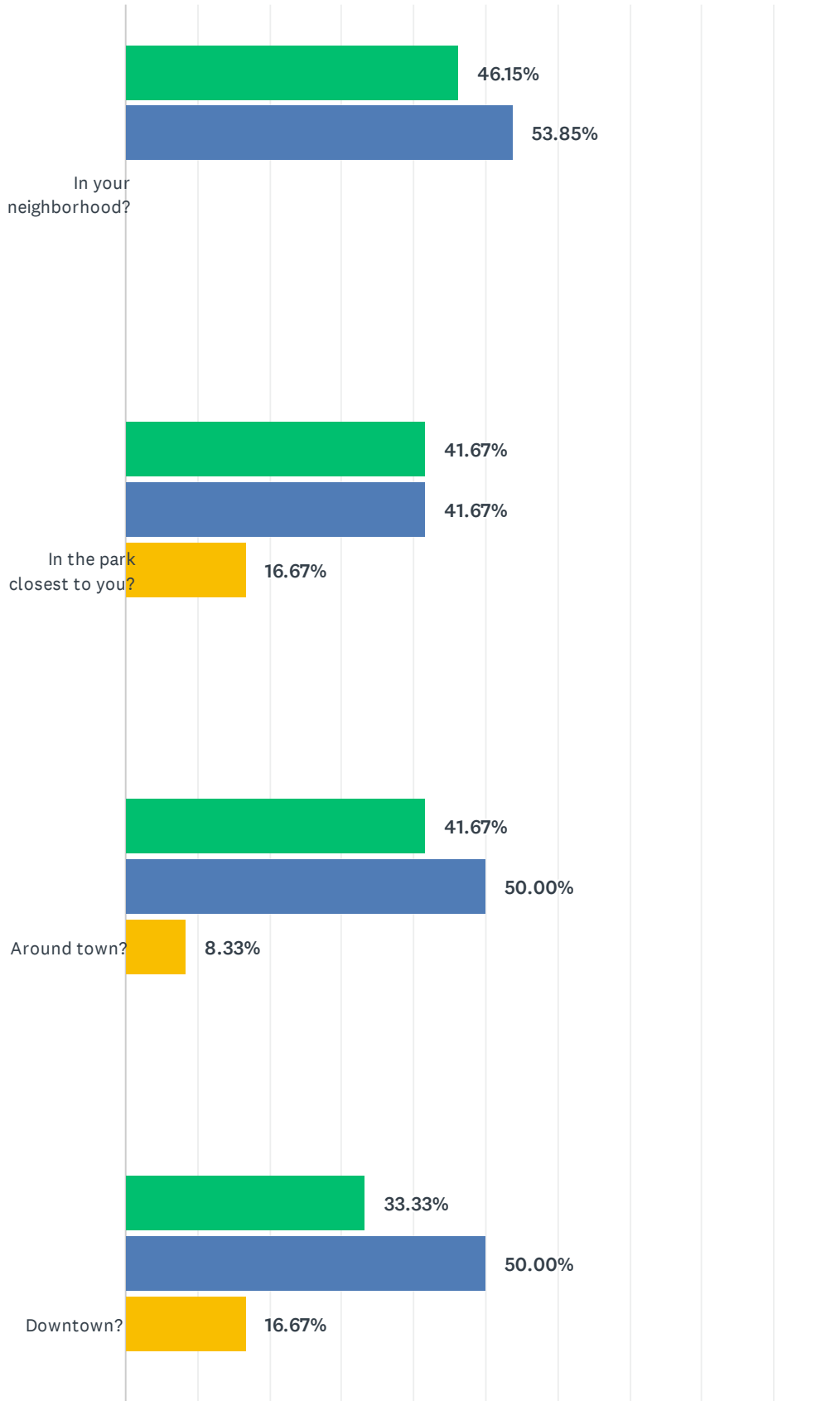


■ Extremely Important
 ■ Very Important
 ■ Neither Important or unimportant
■ Not so important
 ■ Not important at all

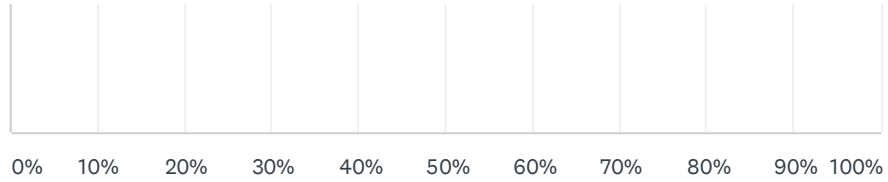
	EXTREMELY IMPORTANT	VERY IMPORTANT	NEITHER IMPORTANT OR UNIMPORTANT	NOT SO IMPORTANT	NOT IMPORTANT AT ALL	TOTAL	WEIGHTED AVERAGE
Improvements to City streets and sidewalks	46.15% 6	46.15% 6	7.69% 1	0.00% 0	0.00% 0	13	1.62
Upgrades to the water system	61.54% 8	7.69% 1	23.08% 3	7.69% 1	0.00% 0	13	1.77
Improvements to public safety (police services)	38.46% 5	46.15% 6	7.69% 1	0.00% 0	7.69% 1	13	1.92
Upgrades to the sewer system	30.77% 4	23.08% 3	38.46% 5	7.69% 1	0.00% 0	13	2.23
Availability of affordable housing	30.77% 4	23.08% 3	30.77% 4	7.69% 1	7.69% 1	13	2.38
Improvements to parks and open spaces	23.08% 3	15.38% 2	46.15% 6	7.69% 1	7.69% 1	13	2.62
Downtown improvements	15.38% 2	30.77% 4	23.08% 3	7.69% 1	23.08% 3	13	2.92
Improvements to the Community Center	0.00% 0	25.00% 3	25.00% 3	16.67% 2	33.33% 4	12	3.58

Q7 How would you rate your overall feeling of safety in Dayton?

Answered: 13 Skipped: 0



City of Dayton Survey 2020

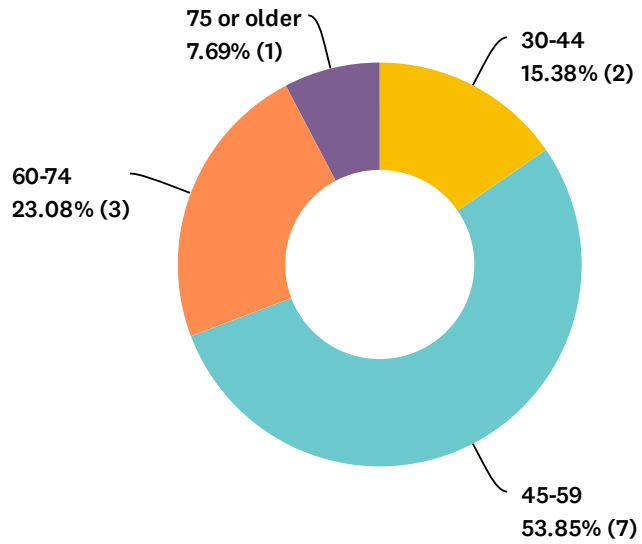


■ Very Safe
 ■ Somewhat Safe
 ■ Neither Safe or Unsafe
 ■ Not Very Safe
■ Not Safe at All

	VERY SAFE	SOMEWHAT SAFE	NEITHER SAFE OR UNSAFE	NOT VERY SAFE	NOT SAFE AT ALL	TOTAL	WEIGHTED AVERAGE
In your neighborhood?	46.15% 6	53.85% 7	0.00% 0	0.00% 0	0.00% 0	13	1.54
In the park closest to you?	41.67% 5	41.67% 5	16.67% 2	0.00% 0	0.00% 0	12	1.75
Around town?	41.67% 5	50.00% 6	8.33% 1	0.00% 0	0.00% 0	12	1.67
Downtown?	33.33% 4	50.00% 6	16.67% 2	0.00% 0	0.00% 0	12	1.83

Q8 What is your age?

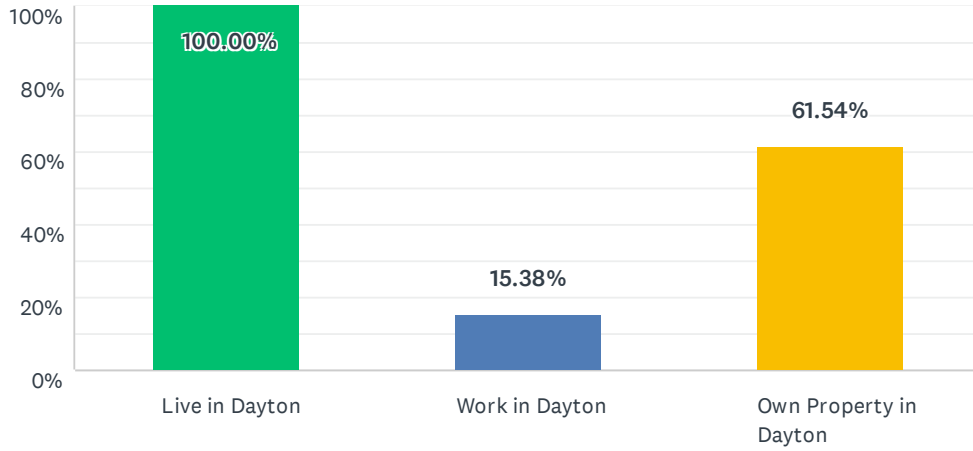
Answered: 13 Skipped: 0



ANSWER CHOICES	RESPONSES	
Under 20	0.00%	0
20-29	0.00%	0
30-44	15.38%	2
45-59	53.85%	7
60-74	23.08%	3
75 or older	7.69%	1
TOTAL		13

Q9 Do you: (check all that apply)

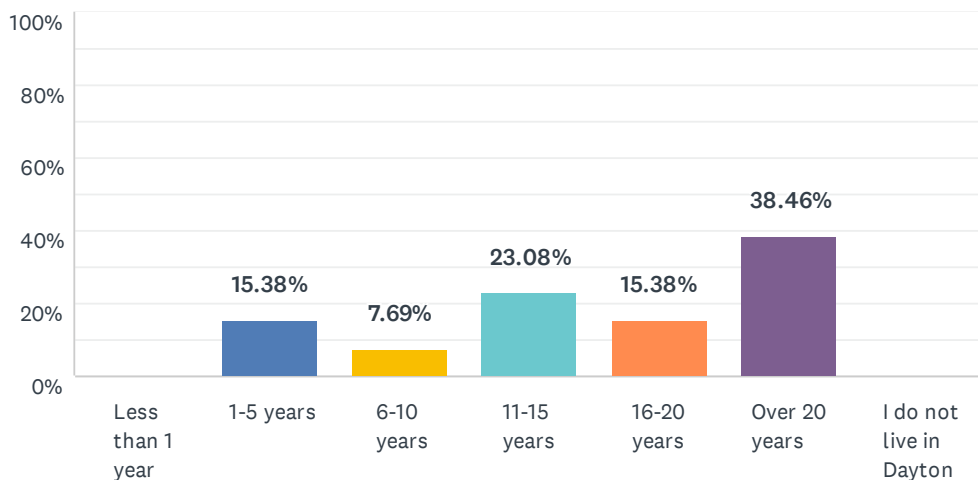
Answered: 13 Skipped: 0



ANSWER CHOICES	RESPONSES	
Live in Dayton	100.00%	13
Work in Dayton	15.38%	2
Own Property in Dayton	61.54%	8
Total Respondents: 13		

Q10 How long have you lived in Dayton?

Answered: 13 Skipped: 0



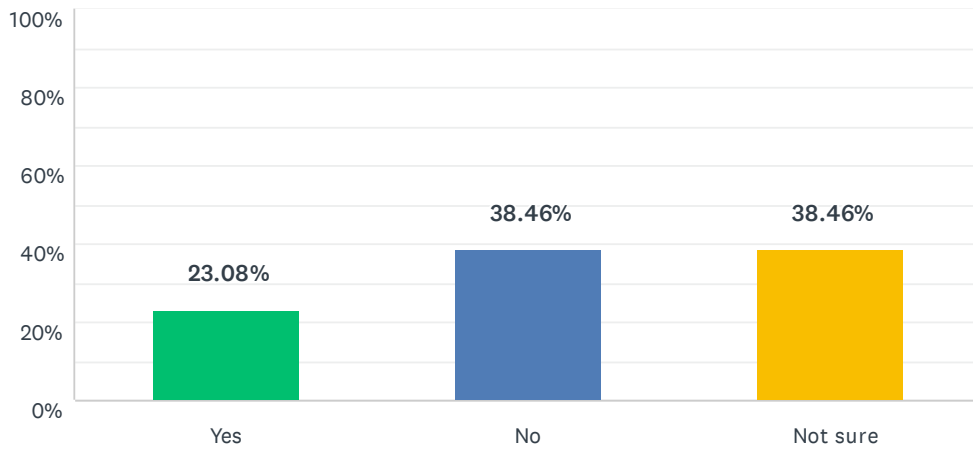
ANSWER CHOICES	RESPONSES	
Less than 1 year	0.00%	0
1-5 years	15.38%	2
6-10 years	7.69%	1
11-15 years	23.08%	3
16-20 years	15.38%	2
Over 20 years	38.46%	5
I do not live in Dayton	0.00%	0
TOTAL		13

Q11 What language do you speak the most often?

Answered: 12 Skipped: 1

Q12 Does the City of Dayton do a good job of communicating with members of our community that do not speak English?

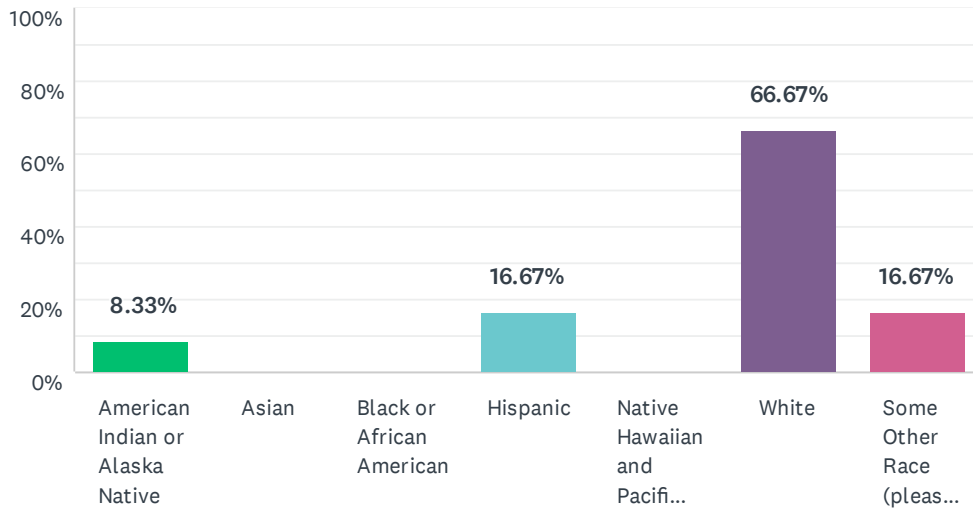
Answered: 13 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	23.08%	3
No	38.46%	5
Not sure	38.46%	5
Total Respondents: 13		

Q13 What is your ethnicity? (Please select all that apply.)

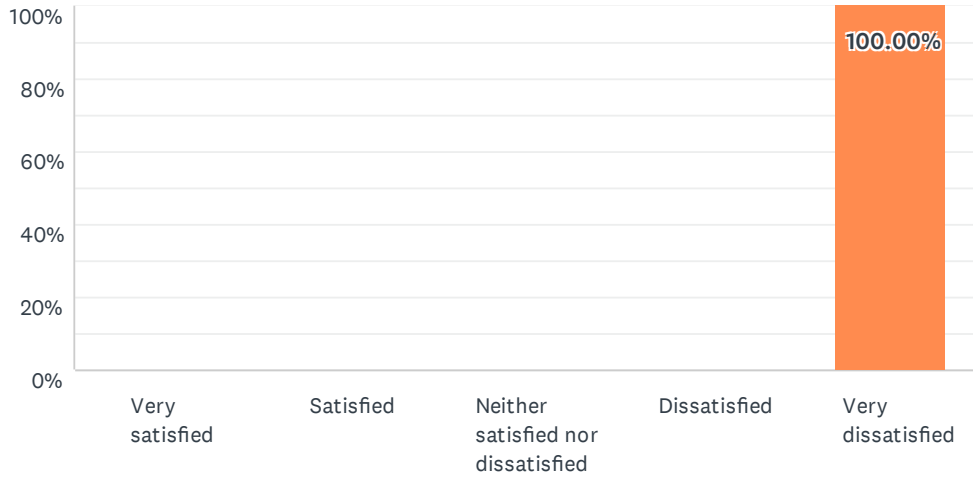
Answered: 12 Skipped: 1



ANSWER CHOICES	RESPONSES	
American Indian or Alaska Native	8.33%	1
Asian	0.00%	0
Black or African American	0.00%	0
Hispanic	16.67%	2
Native Hawaiian and Pacific Islander	0.00%	0
White	66.67%	8
Some Other Race (please specify)	16.67%	2
Total Respondents: 12		

Q1 How would you rate your overall satisfaction with the services provided by the City of Dayton?

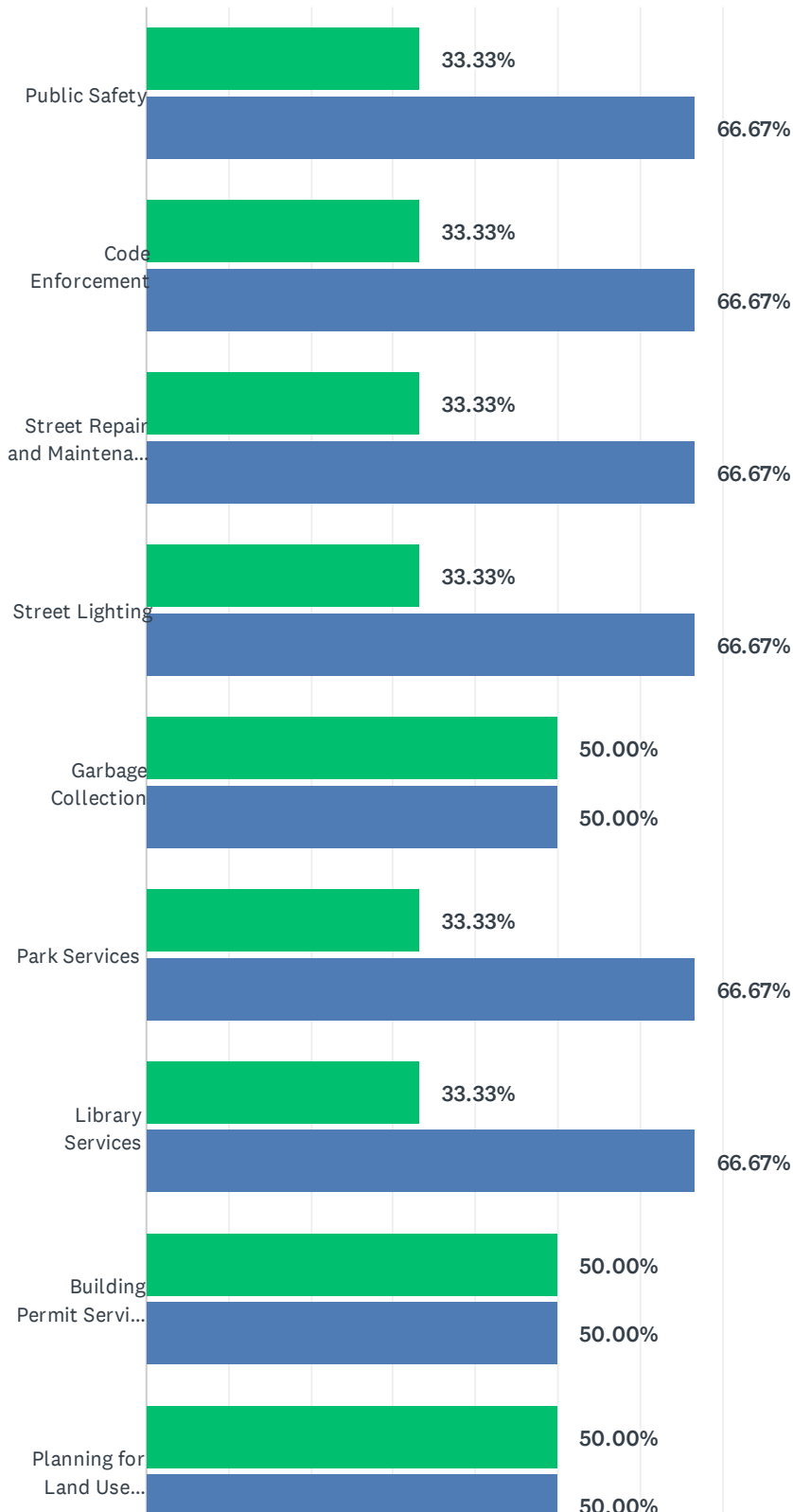
Answered: 3 Skipped: 0



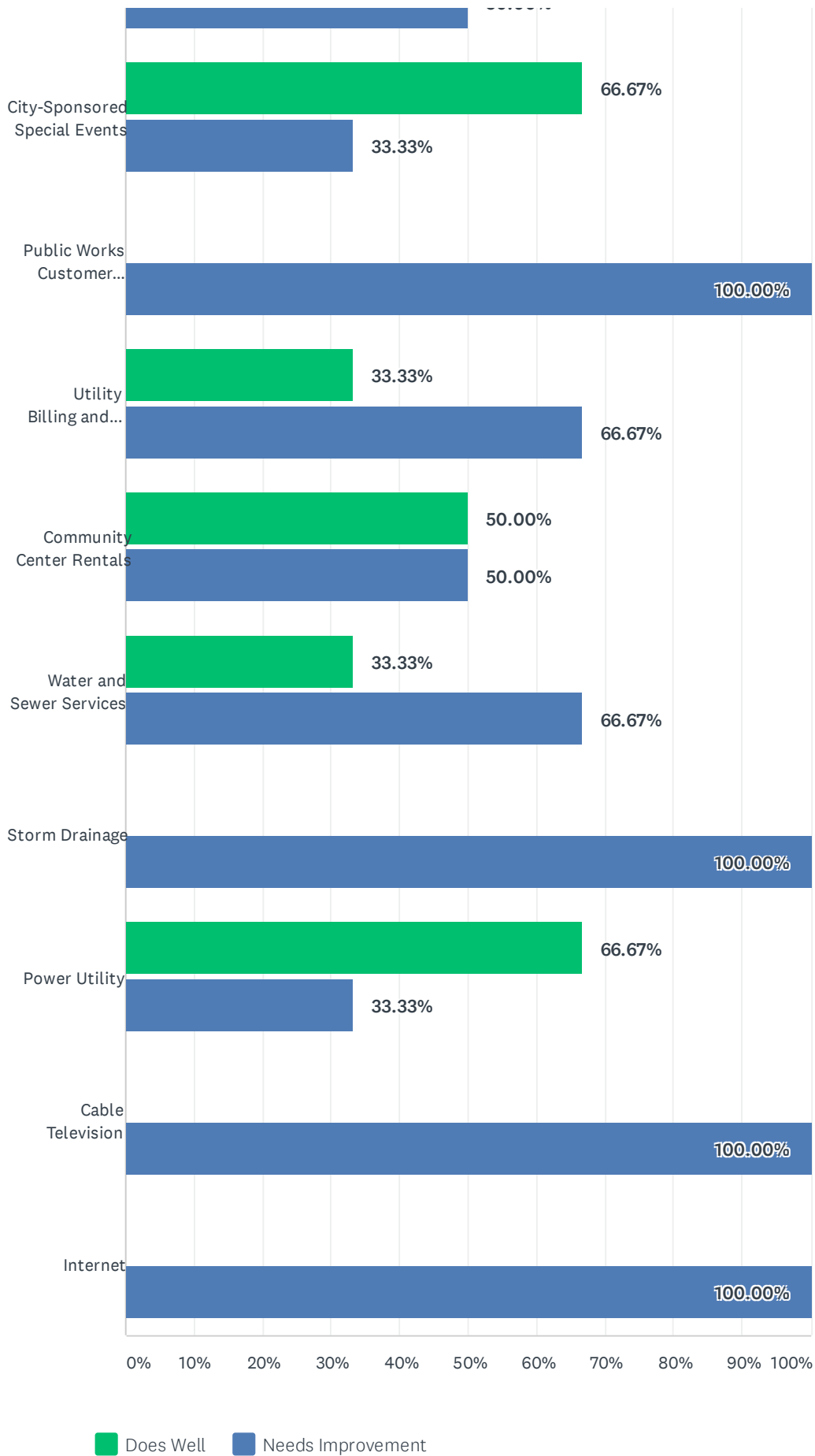
ANSWER CHOICES	RESPONSES	
Very satisfied	0.00%	0
Satisfied	0.00%	0
Neither satisfied nor dissatisfied	0.00%	0
Dissatisfied	0.00%	0
Very dissatisfied	100.00%	3
TOTAL		3

Q2 From the list of services below, please select the services that you feel the City is doing well and the services you feel the City needs improvement.

Answered: 3 Skipped: 0



City of Dayton Survey 2020

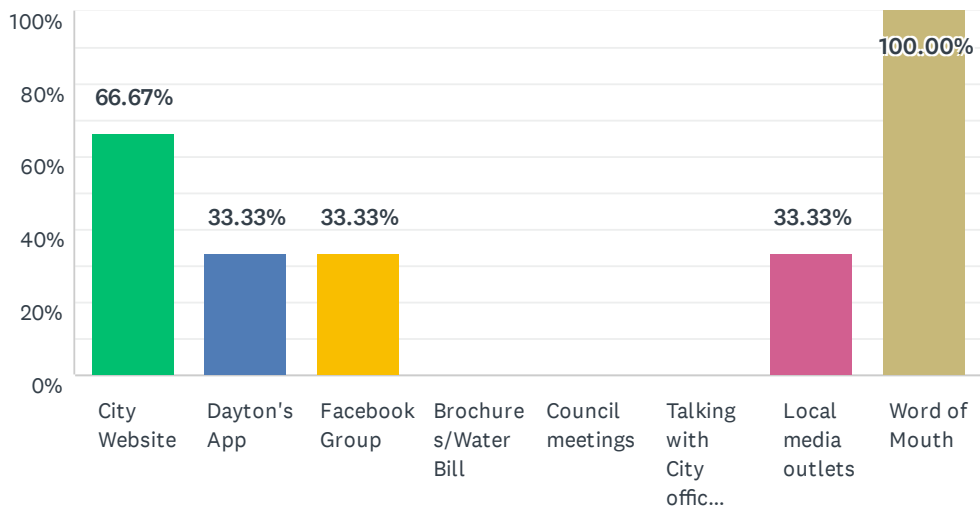


City of Dayton Survey 2020

	DOES WELL	NEEDS IMPROVEMENT	TOTAL	WEIGHTED AVERAGE
Public Safety	33.33% 1	66.67% 2	3	1.67
Code Enforcement	33.33% 1	66.67% 2	3	1.67
Street Repair and Maintenance	33.33% 1	66.67% 2	3	1.67
Street Lighting	33.33% 1	66.67% 2	3	1.67
Garbage Collection	50.00% 1	50.00% 1	2	1.50
Park Services	33.33% 1	66.67% 2	3	1.67
Library Services	33.33% 1	66.67% 2	3	1.67
Building Permit Services	50.00% 1	50.00% 1	2	1.50
Planning for Land Use Services	50.00% 1	50.00% 1	2	1.50
City-Sponsored Special Events	66.67% 2	33.33% 1	3	1.33
Public Works Customer Service	0.00% 0	100.00% 3	3	2.00
Utility Billing and Customer Service	33.33% 1	66.67% 2	3	1.67
Community Center Rentals	50.00% 1	50.00% 1	2	1.50
Water and Sewer Services	33.33% 1	66.67% 2	3	1.67
Storm Drainage	0.00% 0	100.00% 3	3	2.00
Power Utility	66.67% 2	33.33% 1	3	1.33
Cable Television	0.00% 0	100.00% 2	2	2.00
Internet	0.00% 0	100.00% 3	3	2.00

Q3 How do you receive or access information from the City of Dayton ? Please select all that apply.

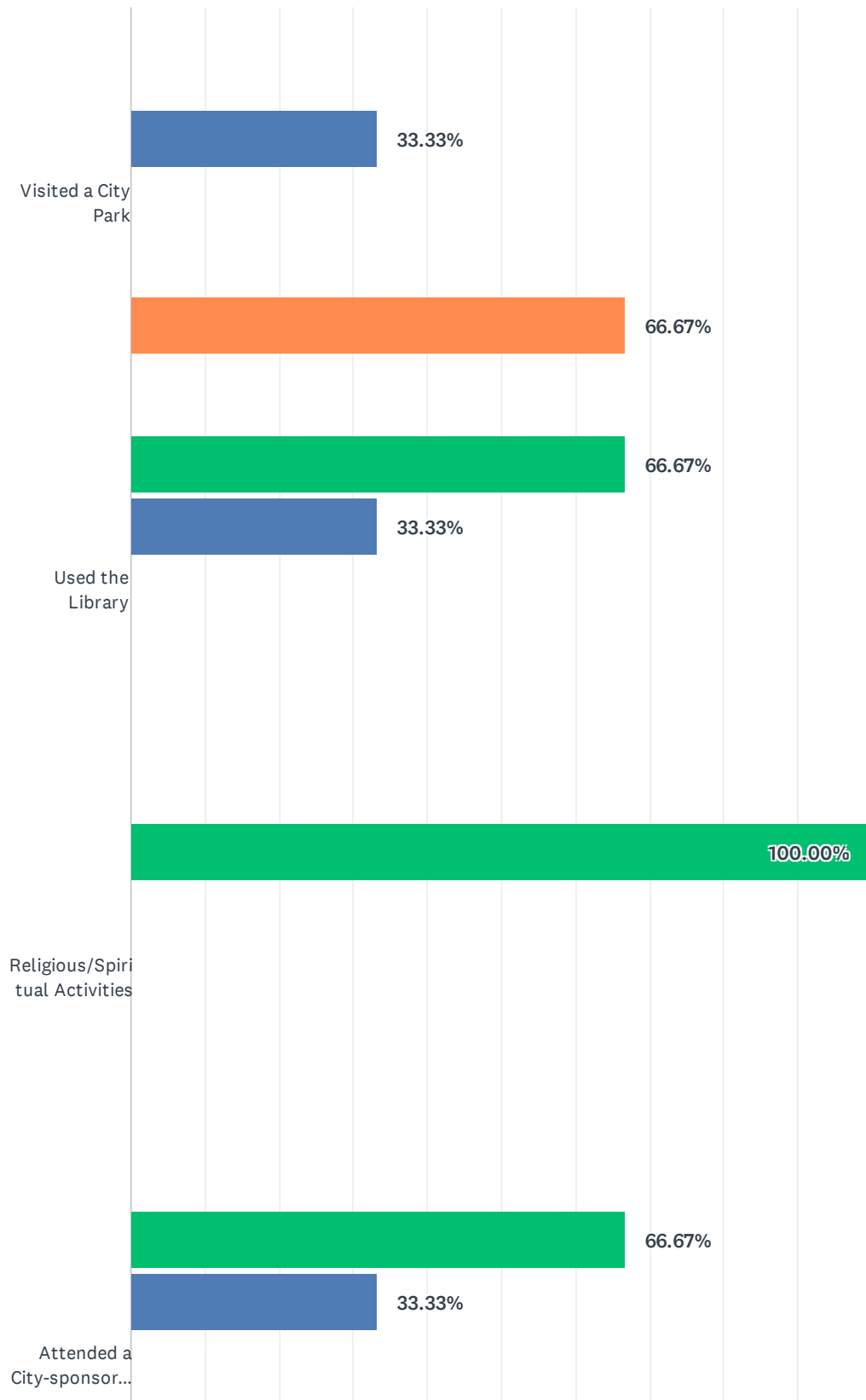
Answered: 3 Skipped: 0



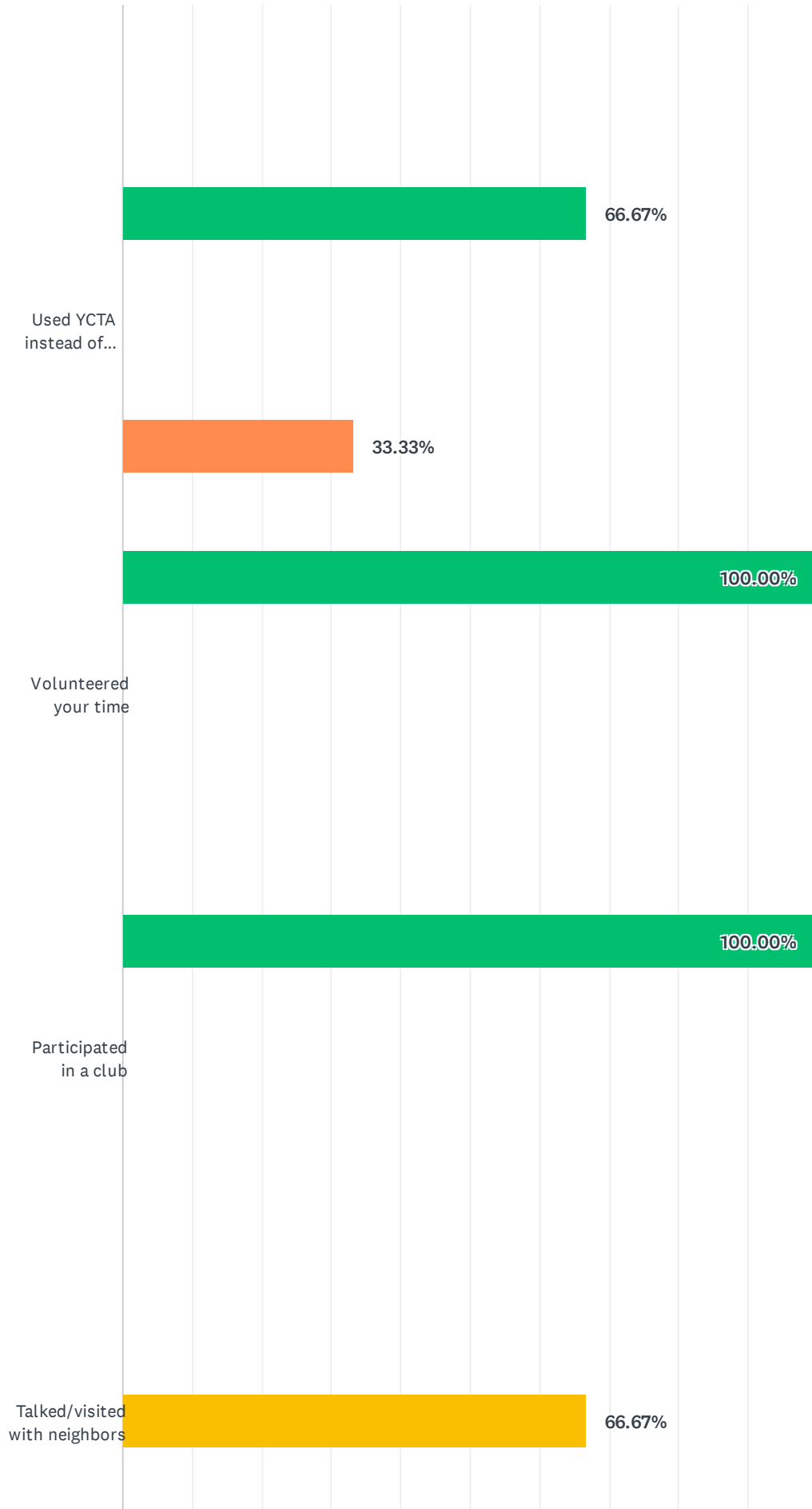
ANSWER CHOICES	RESPONSES	
City Website	66.67%	2
Dayton's App	33.33%	1
Facebook Group	33.33%	1
Brochures/Water Bill	0.00%	0
Council meetings	0.00%	0
Talking with City officials	0.00%	0
Local media outlets	33.33%	1
Word of Mouth	100.00%	3
Total Respondents: 3		

Q4 In the last 12 months, about how many times, if at all, have you or other household members done each of the following in Dayton?

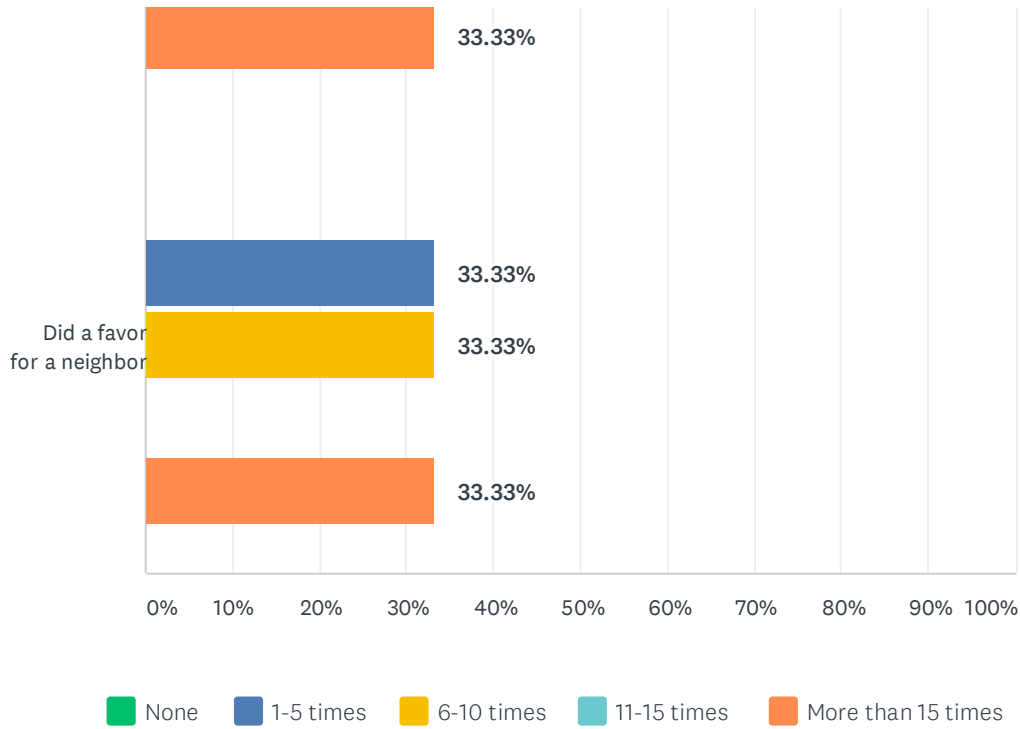
Answered: 3 Skipped: 0



City of Dayton Survey 2020



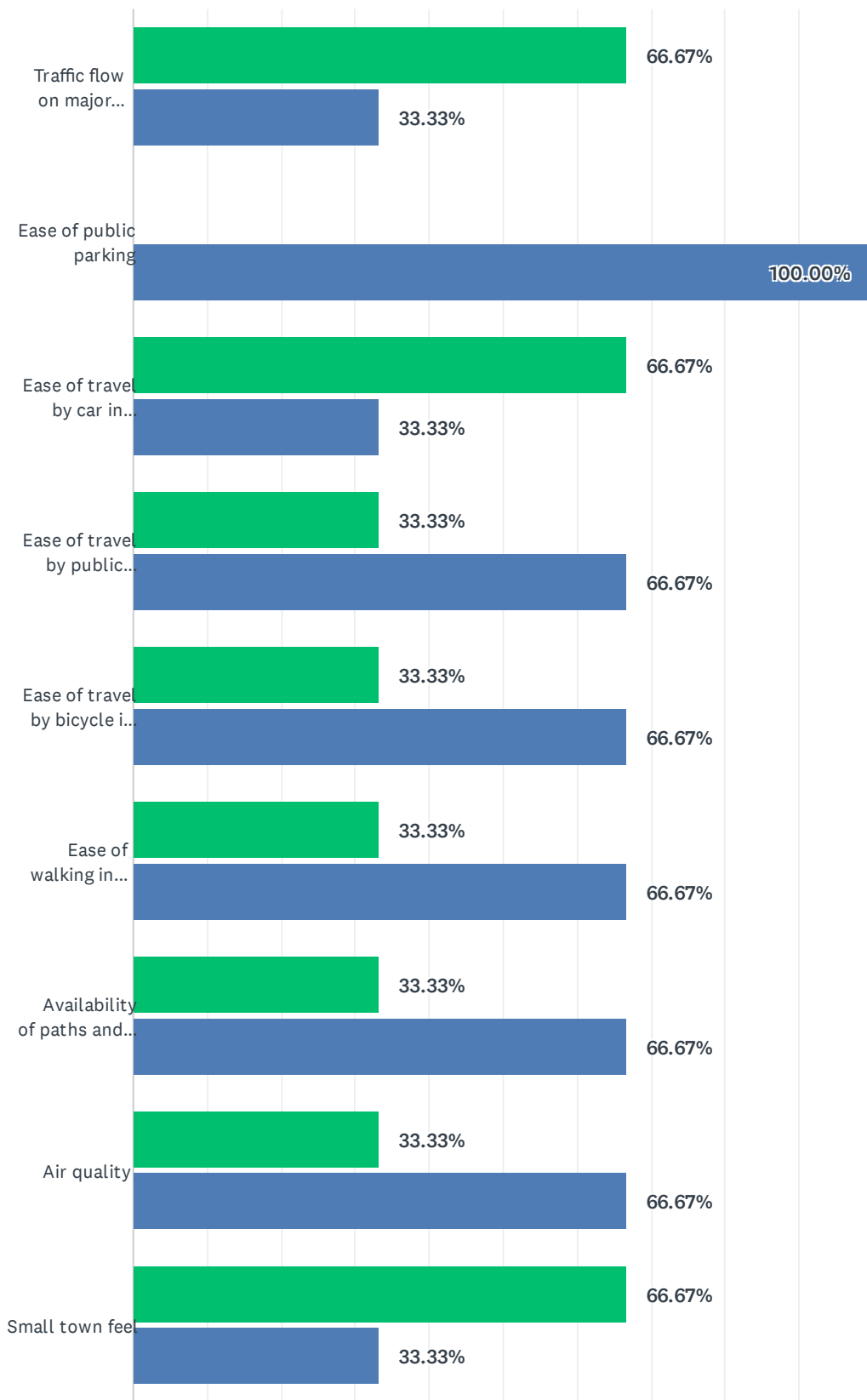
City of Dayton Survey 2020



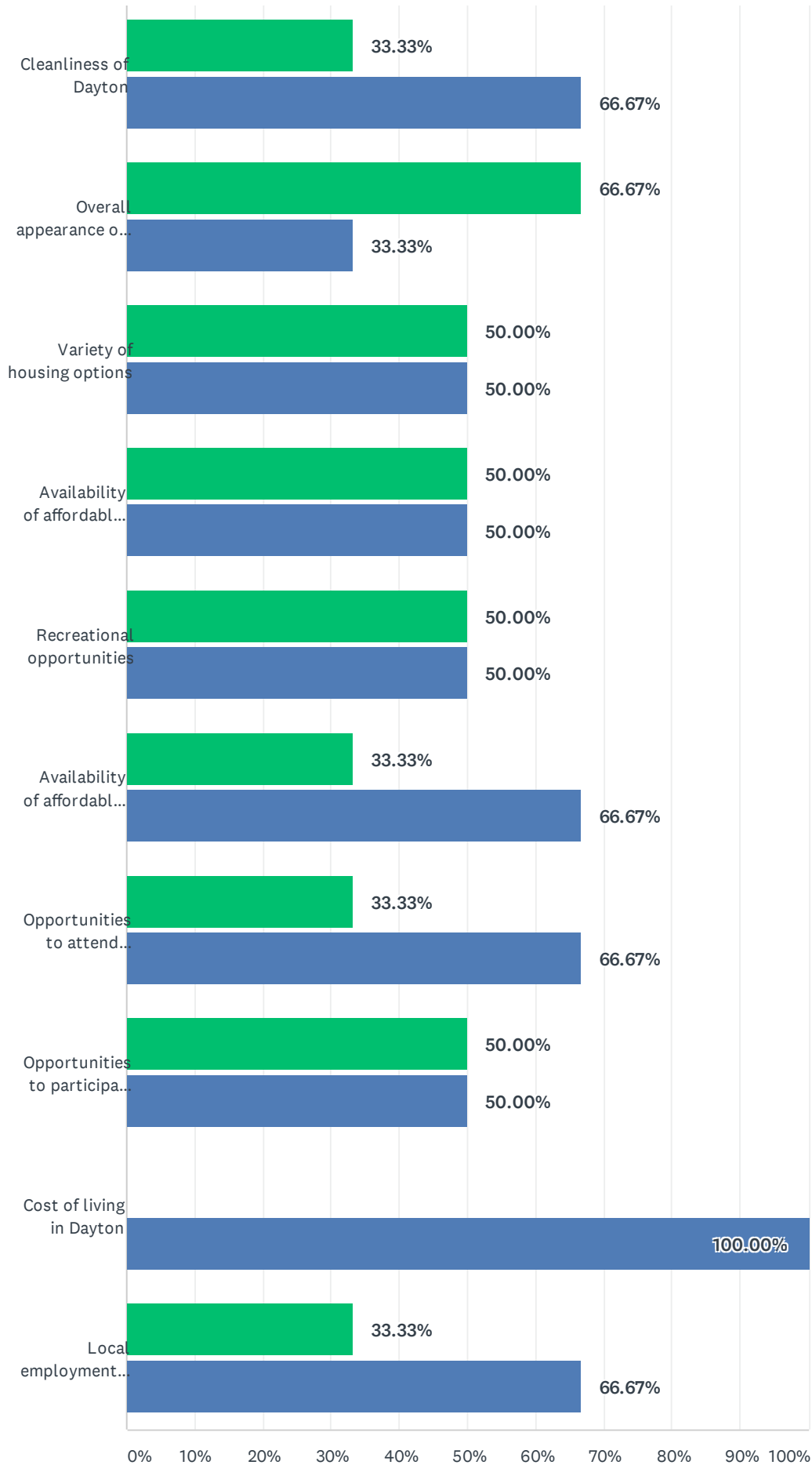
	NONE	1-5 TIMES	6-10 TIMES	11-15 TIMES	MORE THAN 15 TIMES	TOTAL
Visited a City Park	0.00% 0	33.33% 1	0.00% 0	0.00% 0	66.67% 2	3
Used the Library	66.67% 2	33.33% 1	0.00% 0	0.00% 0	0.00% 0	3
Religious/Spiritual Activities	100.00% 3	0.00% 0	0.00% 0	0.00% 0	0.00% 0	3
Attended a City-sponsored event	66.67% 2	33.33% 1	0.00% 0	0.00% 0	0.00% 0	3
Used YCTA instead of driving	66.67% 2	0.00% 0	0.00% 0	0.00% 0	33.33% 1	3
Volunteered your time	100.00% 3	0.00% 0	0.00% 0	0.00% 0	0.00% 0	3
Participated in a club	100.00% 3	0.00% 0	0.00% 0	0.00% 0	0.00% 0	3
Talked/visited with neighbors	0.00% 0	0.00% 0	66.67% 2	0.00% 0	33.33% 1	3
Did a favor for a neighbor	0.00% 0	33.33% 1	33.33% 1	0.00% 0	33.33% 1	3

Q5 From the characteristics below, please select those you feel Dayton does well and those you feel need improvement.

Answered: 3 Skipped: 0



City of Dayton Survey 2020



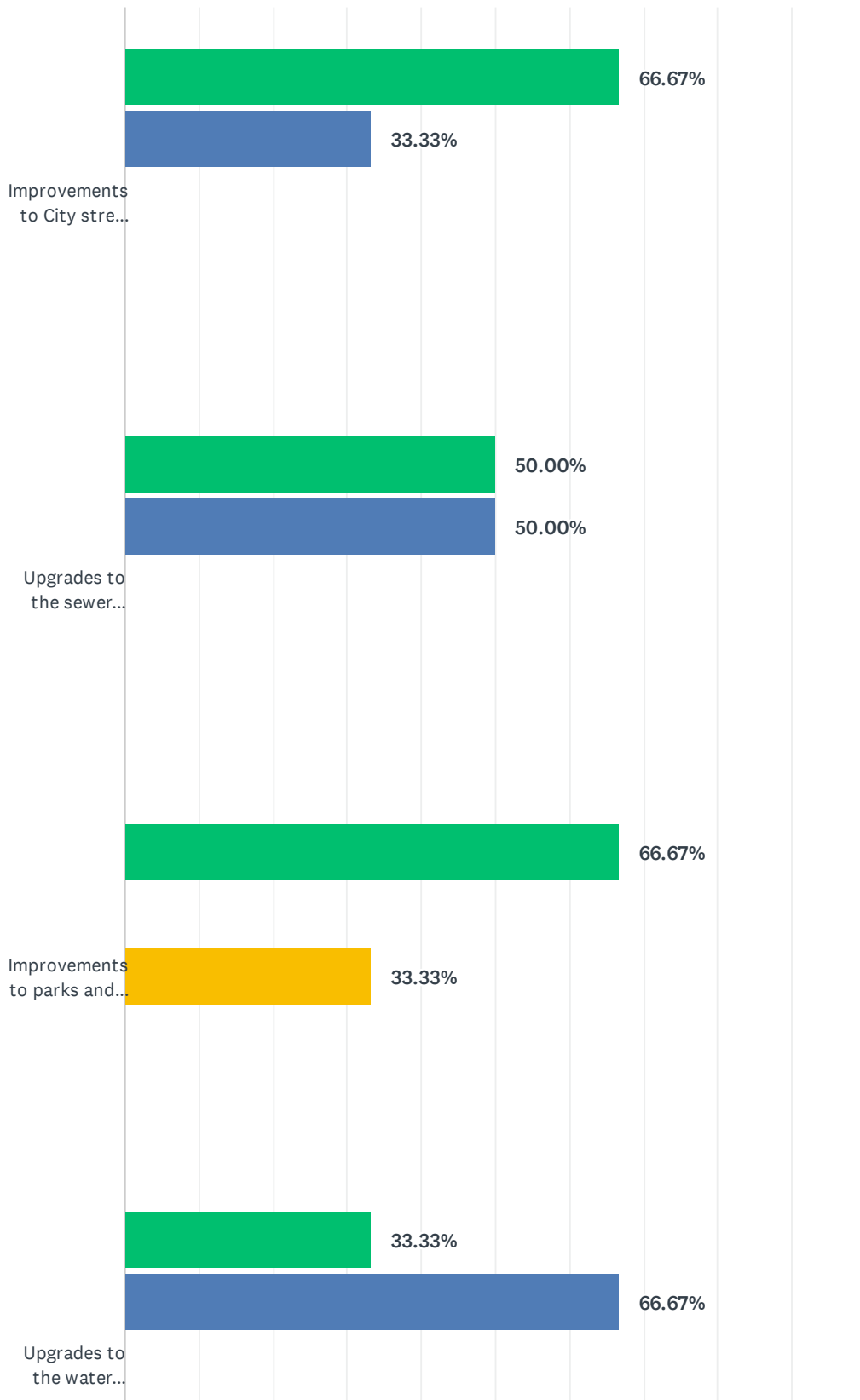
City of Dayton Survey 2020

■ Does Well
 ■ Needs Improvement

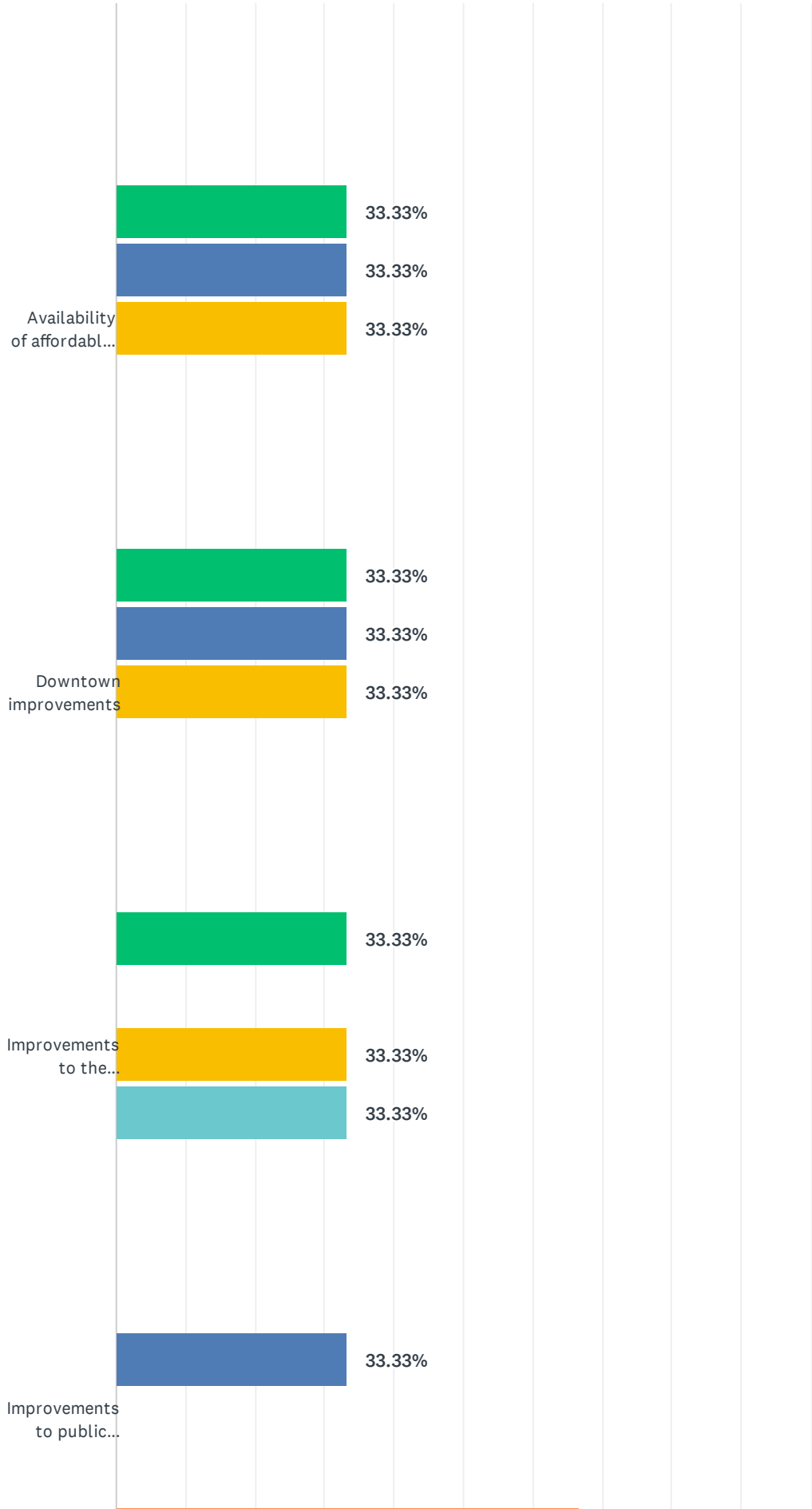
	DOES WELL	NEEDS IMPROVEMENT	TOTAL	WEIGHTED AVERAGE
Traffic flow on major streets	66.67% 2	33.33% 1	3	1.33
Ease of public parking	0.00% 0	100.00% 2	2	2.00
Ease of travel by car in Dayton	66.67% 2	33.33% 1	3	1.33
Ease of travel by public transportation in Dayton	33.33% 1	66.67% 2	3	1.67
Ease of travel by bicycle in Dayton	33.33% 1	66.67% 2	3	1.67
Ease of walking in Dayton	33.33% 1	66.67% 2	3	1.67
Availability of paths and walking trails	33.33% 1	66.67% 2	3	1.67
Air quality	33.33% 1	66.67% 2	3	1.67
Small town feel	66.67% 2	33.33% 1	3	1.33
Cleanliness of Dayton	33.33% 1	66.67% 2	3	1.67
Overall appearance of Dayton	66.67% 2	33.33% 1	3	1.33
Variety of housing options	50.00% 1	50.00% 1	2	1.50
Availability of affordable quality housing	50.00% 1	50.00% 1	2	1.50
Recreational opportunities	50.00% 1	50.00% 1	2	1.50
Availability of affordable quality food	33.33% 1	66.67% 2	3	1.67
Opportunities to attend cultural/arts/music activities	33.33% 1	66.67% 2	3	1.67
Opportunities to participate in religious or spiritual events and activities	50.00% 1	50.00% 1	2	1.50
Cost of living in Dayton	0.00% 0	100.00% 3	3	2.00
Local employment opportunities	33.33% 1	66.67% 2	3	1.67

Q6 Please rank how much of a priority, if any, it should be for the City to address each of the following in the next 5 years.

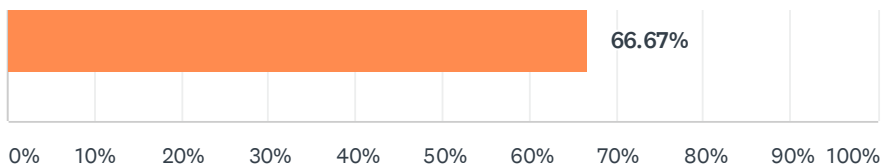
Answered: 3 Skipped: 0



City of Dayton Survey 2020



City of Dayton Survey 2020

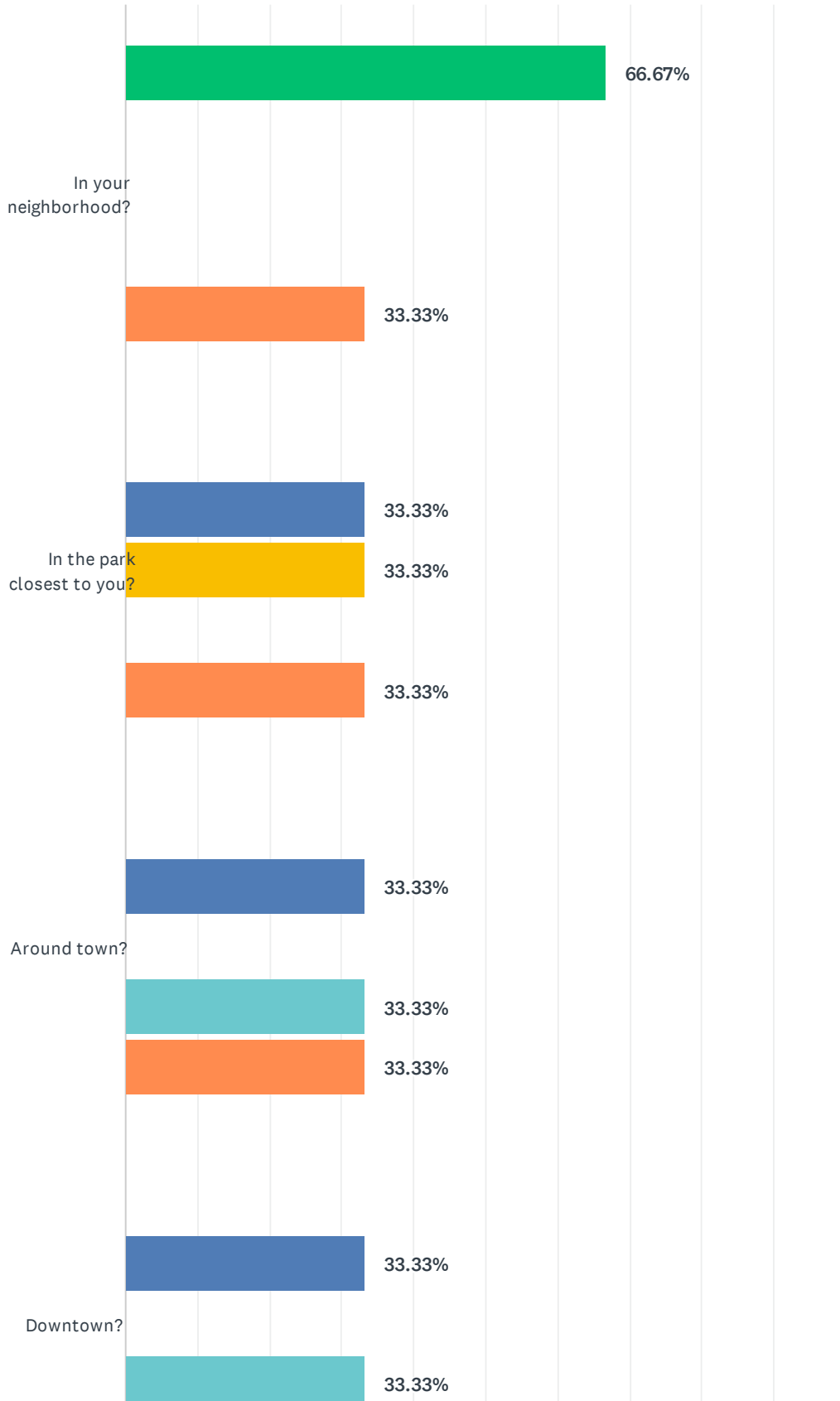


■ Extremely Important
 ■ Very Important
 ■ Neither Important or unimportant
■ Not so important
 ■ Not important at all

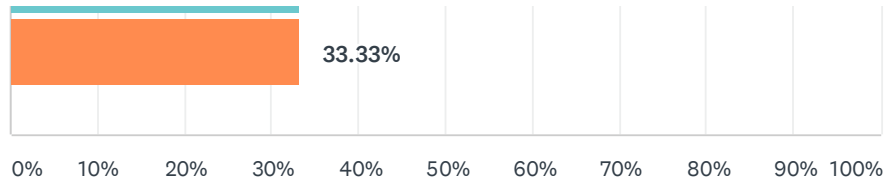
	EXTREMELY IMPORTANT	VERY IMPORTANT	NEITHER IMPORTANT OR UNIMPORTANT	NOT SO IMPORTANT	NOT IMPORTANT AT ALL	TOTAL	WEIGHTED AVERAGE
Improvements to City streets and sidewalks	66.67% 2	33.33% 1	0.00% 0	0.00% 0	0.00% 0	3	1.33
Upgrades to the sewer system	50.00% 1	50.00% 1	0.00% 0	0.00% 0	0.00% 0	2	1.50
Improvements to parks and open spaces	66.67% 2	0.00% 0	33.33% 1	0.00% 0	0.00% 0	3	1.67
Upgrades to the water system	33.33% 1	66.67% 2	0.00% 0	0.00% 0	0.00% 0	3	1.67
Availability of affordable housing	33.33% 1	33.33% 1	33.33% 1	0.00% 0	0.00% 0	3	2.00
Downtown improvements	33.33% 1	33.33% 1	33.33% 1	0.00% 0	0.00% 0	3	2.00
Improvements to the Community Center	33.33% 1	0.00% 0	33.33% 1	33.33% 1	0.00% 0	3	2.67
Improvements to public safety (police services)	0.00% 0	33.33% 1	0.00% 0	0.00% 0	66.67% 2	3	4.00

Q7 How would you rate your overall feeling of safety in Dayton?

Answered: 3 Skipped: 0



City of Dayton Survey 2020

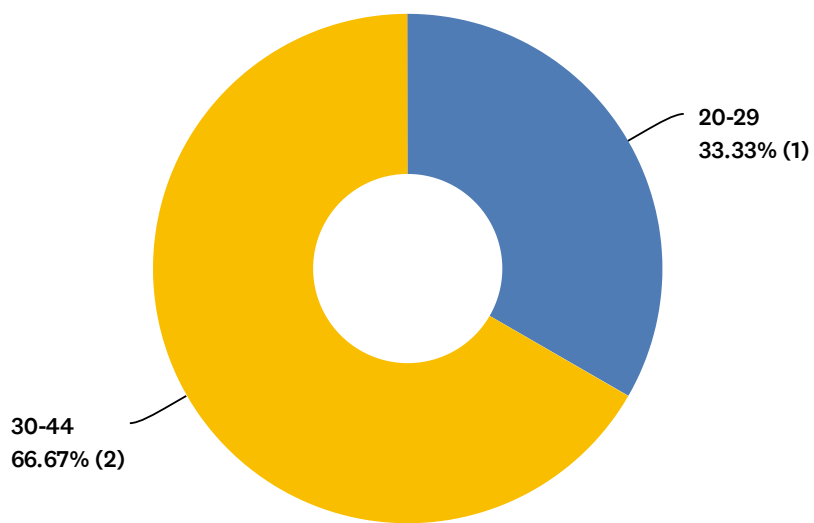


■ Very Safe
 ■ Somewhat Safe
 ■ Neither Safe or Unsafe
 ■ Not Very Safe
■ Not Safe at All

	VERY SAFE	SOMEWHAT SAFE	NEITHER SAFE OR UNSAFE	NOT VERY SAFE	NOT SAFE AT ALL	TOTAL	WEIGHTED AVERAGE
In your neighborhood?	66.67% 2	0.00% 0	0.00% 0	0.00% 0	33.33% 1	3	2.33
In the park closest to you?	0.00% 0	33.33% 1	33.33% 1	0.00% 0	33.33% 1	3	3.33
Around town?	0.00% 0	33.33% 1	0.00% 0	33.33% 1	33.33% 1	3	3.67
Downtown?	0.00% 0	33.33% 1	0.00% 0	33.33% 1	33.33% 1	3	3.67

Q8 What is your age?

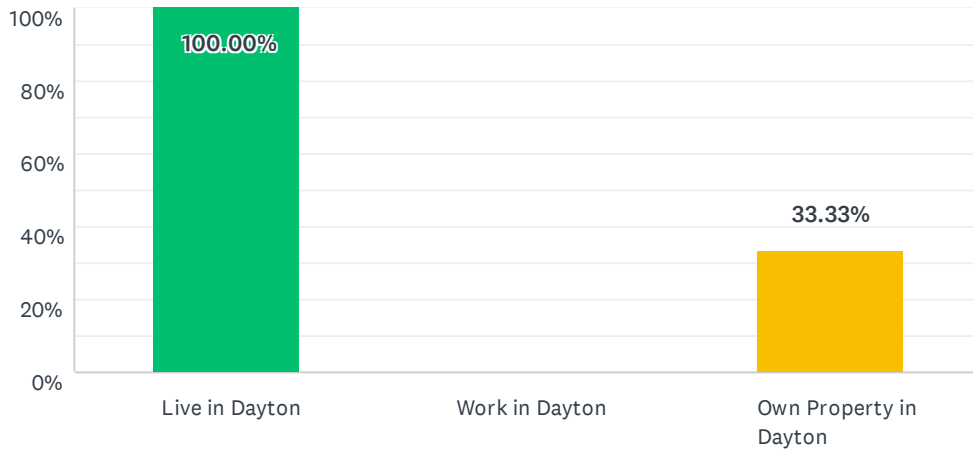
Answered: 3 Skipped: 0



ANSWER CHOICES	RESPONSES
Under 20	0.00% 0
20-29	33.33% 1
30-44	66.67% 2
45-59	0.00% 0
60-74	0.00% 0
75 or older	0.00% 0
TOTAL	3

Q9 Do you: (check all that apply)

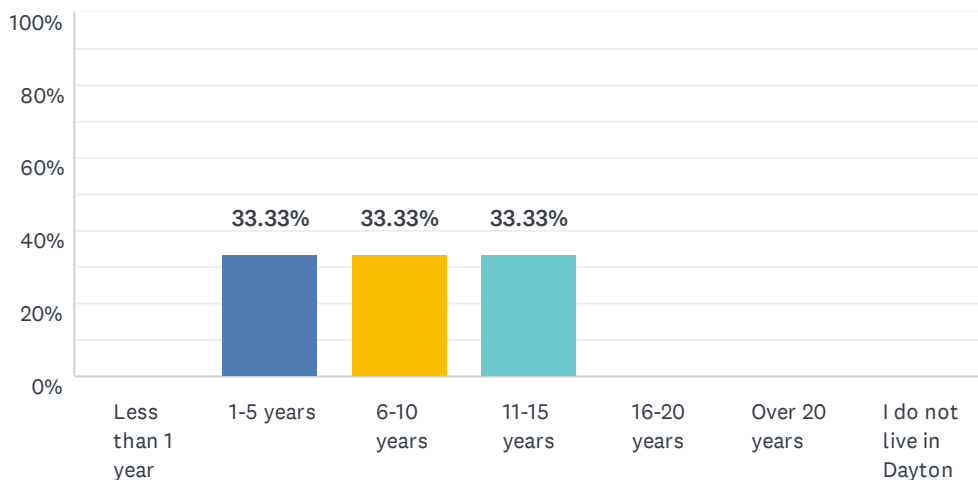
Answered: 3 Skipped: 0



ANSWER CHOICES	RESPONSES	
Live in Dayton	100.00%	3
Work in Dayton	0.00%	0
Own Property in Dayton	33.33%	1
Total Respondents: 3		

Q10 How long have you lived in Dayton?

Answered: 3 Skipped: 0



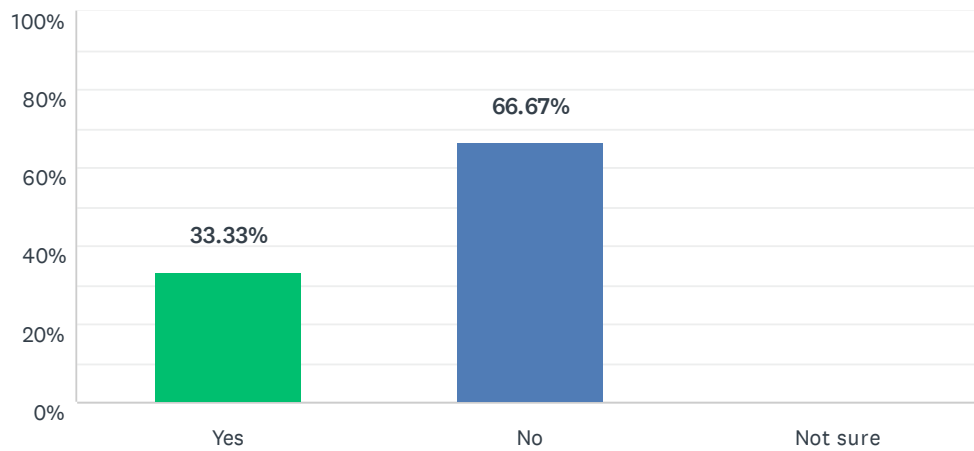
ANSWER CHOICES	RESPONSES	
Less than 1 year	0.00%	0
1-5 years	33.33%	1
6-10 years	33.33%	1
11-15 years	33.33%	1
16-20 years	0.00%	0
Over 20 years	0.00%	0
I do not live in Dayton	0.00%	0
TOTAL		3

Q11 What language do you speak the most often?

Answered: 3 Skipped: 0

Q12 Does the City of Dayton do a good job of communicating with members of our community that do not speak English?

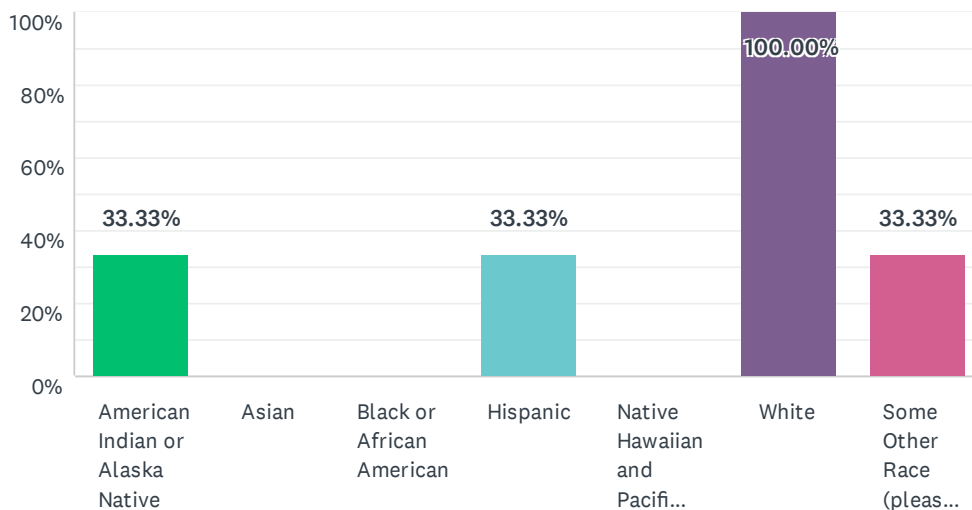
Answered: 3 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	33.33%	1
No	66.67%	2
Not sure	0.00%	0
Total Respondents: 3		

Q13 What is your ethnicity? (Please select all that apply.)

Answered: 3 Skipped: 0



ANSWER CHOICES	RESPONSES	
American Indian or Alaska Native	33.33%	1
Asian	0.00%	0
Black or African American	0.00%	0
Hispanic	33.33%	1
Native Hawaiian and Pacific Islander	0.00%	0
White	100.00%	3
Some Other Race (please specify)	33.33%	1
Total Respondents: 3		

Resondents answering "Dissatisfied" for Question 1

Q14 Thank you for completing the City of Dayton first annual community survey. Please use the comment box below to provide any additional feedback not covered in the questions above.

Answered: 8 Skipped: 5

#	RESPONSES	DATE
1	Complete local politicized incompetent leadership at its best. What the hell kind of POS crap survey. Disgusted I wasted my time. Go clean out the ditches on wallace so half our backyards dont flood.	12/16/2020 7:56 PM
2	FIX THE SIDEWALKS! Incentivize homeowners to do this. Put up some street lights. Good grief, Dayton. Sure it's safe in a car. Sorry if you're a pedestrian or on a bike. Taking your life in your hands navigating Dayton that way.	12/16/2020 5:23 PM
3	Need a code enforcement officer that takes care of problems they see when driving around town , so you don't have to report your neighbors	11/18/2020 8:14 PM
4	I think the city needs to spend some money resurfacing several of our city streets.	11/3/2020 12:59 PM
5	I believe that community facilities should not be changed for use...it is the tax payers money that built the center, the basket ball gym, yet they spend most of their time locked up	10/9/2020 9:59 PM
6	Utility bill is getting too expensive	10/9/2020 3:59 PM
7	Utilities are too expensive. Lower cost of living and utilities will help.	10/5/2020 11:19 AM
8	Fix the sidewalks! I know it's a private homeowner issue, but let's make it a community project. Create a city improvement grant where homeowners can get a rebate for fixing their unsafe/inadequate sidewalks. Market the project and increase participation by creating a dedicated Twitter account that posts weekly photos of the worst faults in Dayton sidewalks, submitted by users, moderated by the city's new marketing intern (also funded by the grant). So now you've created a tech job for a Dayton high schooler. Keep them anonymous by only using closeups of otherwise unidentifiable scenes of JUST THE SIDEWALK. I mean. That's ONE idea. I'm sure someone can refine that or create something even more community-supported. We are all collaborating here, make sidewalk improvements attainable and something people WANT to do for the good of the community.	10/2/2020 7:58 PM

Respondents answering "Very Dissatisfied" for Question #1

Q14 Thank you for completing the City of Dayton first annual community survey. Please use the comment box below to provide any additional feedback not covered in the questions above.

Answered: 2 Skipped: 1

#	RESPONSES	DATE
1	Bring back Dayton Friday nights fuck COVID	10/9/2020 4:39 PM
2	Dayton needs some serious improvements in many aspects. Stop paving the roads so much and focus on the sidewalks. There's so many that are barely accessible or almost nonexistent. Also, there were fellow residents that were attempting to run me over at one point for having Black Lives Matter on my sweatshirt. Everywhere I go, I feel unsafe. I feel like there's no one I can call for help outside of my household. Defund the police, and put that funding into things like Mental Health services, a town health clinic, a planned parenthood maybe, and LGBTQ+ safe spaces/groups. Dayton is full of residents ready to shoot other residents. I have not seen a single sign or anything indicating that Dayton is friendly to people of color/culture or LGBTQ+ people. Considering the amount of POC families here I'd think acceptance and human decency would be more common. Please. Fix the sidewalks, and fix Dayton's systemic racism and homophobia.	10/7/2020 7:25 PM

To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: FY21-22 Strategic Goals Review/Update
Date: February 1, 2021

Background

I have included an update to each of our Priority 1 objectives for the current Fiscal Year. Below that, I have provided a few adjustments and discussion points for some of our other objectives. Adjustments and discussion points are in red.

Attached you will find data requested from the City Survey results review at the January 4, 2021 Council Meeting.

PRIORITY 1's to accomplish in FY 2021-22

- Complete Sidewalk Improvements on Ferry Street – 9th to Flower Lane
 - *Dayton has been awarded a Safe Routes to School Grant (\$750,000) for this project. Anticipated to complete the summer/fall of 2021.*
- Develop Request for Proposals (RFP) for Dayton Village Property as affordable housing
 - *In process. I should have the RFP completed and put out for responses by March 2021.*
- Develop five-year plan consisting of finance strategy, design, and construction for the building of new City Hall and Library in 3-5 years.
 - *Research phase*
- Evaluate funding models for establishing Pavement Management Program.
 - *Research phase.*
- Obtain Funding for a steel truss bridge main span replacement to support the upgraded water and sewer lines
 - *Funding is completed. Working with DEQ and Business Oregon to finalize applications and start the planning portion of the project.*
- Adopt prioritized list of pedestrian system improvements (for funding eligibility).
 - *Bringing to Council in February 2021*
- Install sewer aeration in Lagoon 3 to increase wastewater treatment capacity.
 - *To be completed in the spring of 2021*

- Create framework for resiliency plan.
 - Research phase
- Develop a strategy and complete land zoning analysis for an urban growth boundary swap for residential property.
 - *New planner is on board so we will begin working on this project soon.*
- Establish a Mural Policy to acquire murals as public art (*similar to City of Salem, Metro area Regional Arts Council*).
 - *With Council direction to mirror the City of Salem's mural code and with the new planner on board, we will see movement on this soon.*
- Update the Dayton Municipal Code
 - Establish a General Sign Code
 - *February 11th Planning Commission Work Session on sign code is scheduled.*
 - Update/Improve Water Restriction Language
 - *Completed*
- Develop strategy for ownership of the County's Dayton Landing Park and boat ramp.
 - *Yamhill County Parks is working with the Oregon State Marine Board on the Dayton Landing Improvement project. Parks has had a changeover in managers with new manager starting this month.*
- Review existing sewer access easement in County Heritage Estates Phase 2 for additional permissible use as pedestrian and bike trail with way finding signs; if not permissible, evaluate options for doing so.
 - *Completed review with Council and sewer access easement allows for pedestrian/bike trail. Survey needs to be completed – approximately \$7,000.*
- Evaluate options for renewing or replacing existing three-year public safety levy.
 - *Bringing to council in March 2021*
- Develop community newsletter.
 - *Planning to budget in FY21-22 and bring to Council work session March 2021 for format review. Expected rollout of newsletter in July 2021.*
- Develop and implement an annual survey to obtain community feedback to be used for goal setting.
 - *Completed*
- Explore Youth Advisory Council models
 - *Completed. Will be including funds in the FY21-22 budget to support the development of a YAC.*

Strategic Plan Goals 2020-2024

- Priority Ratings:**
- 1 – Begin/Budget in the next fiscal year
 - 2 – Accomplish/Budget for in 2-3 years
 - 3 – Accomplish/Budget for in 3-5 years
 - 4 – Routine – Ongoing from year to year

Goal A – Develop and maintain resilient infrastructure to support operations and meet growth.

OBJECTIVE	PRIORITY
Complete Sidewalk Improvements on Ferry Street – 9 th to Flower Lane	1
Develop Request for Proposals (RFP) for Dayton Village property as affordable housing.	1
Develop five year plan consisting of finance strategy, design, and construction for the building of new City Hall and Library in 3-5 years.	1
Evaluate funding models for establishing Pavement Management Program.	1
Obtain financing for a steel truss bridge main span replacement to support the upgraded water and sewer mainlines. Completed	1
Complete construction of a steel truss bridge main span replacement. (Construction TBC 7/23)	<u>2</u>
Adopt prioritized list of pedestrian system improvements (for funding eligibility). 1. 9th to Flower (part of Transportation Plan) 2. 1st 6th Street 3. 2nd Church Street 4. 3rd 5th Street	1
Street Overlays funded by SCA grants	
Install sewer aeration in Lagoon 3 to increase waste water treatment capacity. – Will be completed	1
Create framework for resiliency plan	1
Explore agricultural effluent discharge options <u>Review</u>	2
Complete design of HWY 221 Lift Station (\$150k)	
Adopt prioritized list of sewer line replacements to be completed on annual basis (3-4 blocks at a time)	
Add aeration to Sewer Ponds 1 and 2	
Update Water Master Plan in next 5 years	
Update Wastewater Master Plan in next 5 years	
Obtain funding for replacing the water system main transmission line from Springs to the Footbridge	3
Obtain funding for Fisher Farms Wells intertie in 3-5 years	3
Identify potential land for industrial use within the UGB	3
Make sewer system improvements consistent with DEQ’s MAO	4

Goal B – Create a livable community that is aesthetically pleasing, affordable, inviting, and with a vibrant and diverse economy.

OBJECTIVE	PRIORITY
Develop a strategy and complete land zoning analysis for an urban growth boundary swap for residential property.	1
Establish a Mural Policy to acquire murals as public art (<i>similar to City of Salem, Metro area Regional Arts Council</i>).	1

Update the Dayton Municipal Code <ul style="list-style-type: none"> Establish a General Sign Code Update/Improve Water Restriction Language Completed Monitor/update ordinances to address vehicular homeless and long term RV stays. Completed 	1 1 3
Establish a Transient Lodging Tax Revenue Plan.	3
Coordinate Wayfinding/Tourism Signage	3
Continue Yard of the Month/Mayor's Beautification Program.	4
Continue Holiday Lights Competition.	4

Goal C – Capitalize on Dayton’s facilities and resources to provide recreational and cultural opportunities.

OBJECTIVE	PRIORITY
Develop strategy for ownership of the County’s Dayton Landing Park and boat ramp.	1
Review existing sewer access easement in Country Heritage Estates Phase 2 for additional permissible use as pedestrian and bike trail with way finding signs; if not permissible, evaluate options for doing so. Completed – need to finance survey if council wants to proceed	1
Acquire other half of Legion Field for development of a recreational facility.	2

Goal D – Use Dayton’s heritage and historic resources to forward our image as an authentic and charming town.

OBJECTIVE	PRIORITY
Promote Friday Nights and Old Timers Weekend.	4
Review and update as necessary the map of historic resources, and increase distribution.	4

Goal E – Engage in efficient and effective activities to promote community safety and wellness.

OBJECTIVE	PRIORITY
Evaluate options for renewing or replacing existing three-year public safety levy.	1

Goal F – Enhance communications to actively engage the community.

OBJECTIVE	PRIORITY
Develop community newsletter.	1
Develop and implement an annual survey to obtain community feedback to be used for goal setting. Completed	1
Explore Youth Advisory Council models. Completed	1
Coordinate communication with community groups.	4
Increase public awareness of public library hours, programs, and services.	4

CITY OF DAYTON, OREGON
City Council Rules

SECTION 1 AUTHORITY

1.1 City Charter Section 10 provides that the Council must, by resolution, adopt rules to govern its meetings. The Council will review its rules at its first meeting in January of even numbered years. Amendments to the rules will be made by majority vote. The Council will have clear and simple procedures for considering agenda matters. Council rules are not intended to replace or supersede applicable federal or state laws, the City Charter or City ordinances.

SECTION 2 DEFINITIONS As used in these Rules, the following mean:

- **City Committees:** All City committees, commissions, task forces, and advisory bodies.
- **Council and Council members:** The Mayor, the Council President, and the Councilors.
- **Councilors:** The Council President and the Councilors.

SECTION 3 COUNCIL MEETINGS

3.1 Council Meetings

- A. Regular Session Council meetings will generally be held at the City Hall Annex on the first Monday of each month for the purpose of conducting business or developing policy.
- B. Work Session or Special Session meetings will normally be on the 3rd Monday of each month.
- C. Council Regular Session meetings will normally begin at 6:30 p.m. and adjourn no later than 10 p.m. Work Session or Special Session meetings will normally begin at 6:30 p.m. and adjourn no later than 10 p.m. For any meeting to continue past the normal adjournment time, a majority of the Council members present at the meeting must agree.
- D. If possible, only one or two major topics (defined as issues of special interest, controversial, or difficult) will be scheduled per meeting.

3.2 Work Sessions

- A. Work Session meetings will be to develop policy, review programs, and receive progress reports, where no action is expected.

Each agenda shall contain a segment that is reserved for the Mayor and Councilors to comment on ideas, exchange information, and make announcements.

3.3 Special or Emergency Meetings

- A. Special Session Meetings

Special Session meetings may be held on any evening. Special Session meetings may be called by the Mayor or upon the request of three City Councilors. Action can be taken where at least 72 hour

notice is possible, but not less than a 24 hour notice. Required notifications will be given in accordance with the Attorney General’s Public Records and Meetings Manual.

B. Emergency Meetings

An Emergency meeting is a Special meeting called on less than 24 hours’ notice. An actual emergency must exist, and the minutes of the meeting must describe the emergency justifying less than 24 hours’ notice. City staff will attempt to contact the media and other interested persons to inform them of the meeting. Emergency meetings may be held on any evening and may be called by the Mayor, or in his/her absence, the Council President. Action can be taken.

3.4 Executive Session

- A. An Executive Session meeting (meeting closed to the general public) must be held in accordance with the terms of Oregon’s Public Meetings Law (ORS 192.610 to ORS 192.690). Executive Session meetings may be held during Regular Session or Special Session meetings provided relevant statutory limitations are met.
- B. Only the Council, City Attorney, specific staff members, media representatives, and those invited by the Mayor or a majority of the Council can attend.
- C. No formal decisions can be taken during an Executive Session. When the Council reconvenes in open session, formal action may be taken.
- D. The Council needs to specify that Executive Session meeting information may not be reported. In accordance with Oregon Public Meetings Law, only the subject of the Executive Session may be disclosed.
- E. Media representatives are allowed to attend Council Executive Sessions subject to the understanding that information from such meetings that consider proper Executive Session subjects will not be reported.

3.5 Minutes. Only the Mayor and Councilors have the authority to make revisions to the minutes subject to a majority vote of the Council. If a citizen wishes to suggest an amendment, the request must be made through the Mayor or a Councilor.

3.6 Telephonic/Electronic Meetings

- A. Council members may participate in Council meetings by telephone. The provisions of the Oregon state statutes governing public meetings apply. All Council members, whether attending the meeting in person or by telephonic means have the same voting rights. A quorum must be physically in attendance in Council chambers except during a health emergency.
- B. Executive Sessions are exempt.

3.7 Attendance. Councilors will inform the Mayor if they are unable to attend any Council meeting. Lack of notification will constitute an unexcused absence. The Mayor will inform the Council President and City Manager of any absence of the Mayor.

SECTION 4 AGENDA

- 4.1** A. The Mayor or in his/her absence, the Council President, will work with the City Manager to schedule agenda items.
- B. Items may be placed on the Council agenda by any of the following methods: (1) the Mayor; (2) any Councilor by advising the Mayor, or City Manager; (3) vote of the Council, or (4) the City Manager or City Attorney.

4.2 Headings

The agenda headings will generally be as follows:

- CALL TO ORDER & PLEDGE OF ALLEGIANCE
- ROLL CALL
- PUBLIC HEARING (when scheduled)
- APPEARANCE OF INTERESTED CITIZENS (on any topic except a public hearing held that night)
- CONSENT AGENDA (any item may be removed from the Consent Agenda for discussion at the request of a Councilor)
- ACTION ITEMS
- CITY COUNCIL COMMENTS/CONCERNS
- INFORMATION REPORTS
- CITY MANAGER REPORT
- CITY ATTORNEY REPORT
- ADJOURN

4.3 Preparation

- A. The City Manager will prepare an agenda for each Council meeting specifying the time and place of the meeting, and a brief general description of each item to be considered by the Council.
- B. Agenda materials will generally be available to the Council, media, and public a minimum of three calendar days before all meetings with the exception of Emergency Sessions.

4.4 Scheduling

- A. The agenda may be amended to add additional items after the agenda is printed and the notice published if the Mayor, Councilor, or City Manager explains the necessity and receives Council consent. The City Manager will notify the media and any known interested citizens as soon as possible after receiving information about proposed agenda additions.
- B. Agenda items that are continued from one meeting to another will have preference on the subsequent agenda.
- C. With the consent of the Council, the Mayor may consider agenda items out of order.

SECTION 5 COUNCIL DISCUSSIONS AND DECORUM

- 5.1** Council should conduct themselves so as to bring credit upon the government of the City by respecting the rule of law, ensuring non-discriminatory delivery of public services, keeping informed concerning the

matters coming before the Council and abiding by all decisions of the Council, whether or not the member voted on the prevailing side.

5.2 Councilors will assist the Presiding Officer to preserve order and decorum during Council meetings and may not, by conversation or other action, delay or interrupt the proceedings or refuse to obey the orders of the Presiding Officer or Council rules. When addressing staff or members of the public, Councilors will confine themselves to questions or issues then under discussion and not:

- engage in personal attacks; or
- impugn the motives of any speaker.

5.3 The following ground rules should be followed in order to maintain order and decorum during Council members discussions, Council members will:

- A. Gather necessary information and have questions answered from staff before a meeting.
- B. Speak for themselves and not for other Council members.
- C. Not state they represent the Council, unless they have been asked by Council to do so.
- D. During public meetings, Council members should not attempt to substantially rewrite prepared ordinances. Editing an ordinance may be appropriate but comprehensive changes should follow staff research.
- E. Be open, direct and candid in the Council forum. Members should be brief and succinct in stating their views and focus on a single issue or topic at any one time.
- F. Focus on City issues and priorities and avoid becoming involved in extra-territorial issues outside the City's jurisdiction.
- G. Give all members an opportunity to express their views on the issues before the Council.
- H. Avoid disguising a statement as a question or using repetition as a way to convince others.
- I. Keep the discussion ~~moving, and~~moving and call for a process check if the Council becomes bogged down in discussions.
- J. If a Council member wishes to discuss a major policy issue, it should be suggested as a future agenda item and not raised as an addendum.

5.4 Public Comment

- A. Public comment sign-up forms will be available at each meeting. At the time on the agenda designated for public comment, and during any public hearing, any member of the public desiring to address the Mayor and the Council shall first request to be recognized by the Presiding Officer and then state his or her name and address for the record. If necessary, the Council may limit comments to three minutes. The Council may request that groups with like comments choose a spokesperson to present their joint remarks.
- B. During public hearings, all public comment should be directed to the question under discussion and addressed to the Presiding Officer representing the Council as a whole.

- C. In general, Council will not respond to any comment made during the time on the agenda for public comment, except to provide information and ask clarifying questions.

SECTION 6 MOTIONS

6.1 General

- A. Council members should clearly and concisely state their motions. The Mayor will state the name of the Council member who made the motion and the Council member who made the second. The Mayor may make a motion or a second, provided that he or she first designates the Council President or, in his or her absence or inability to act, a senior member of the Council as the Presiding Officer during consideration of the matter.
- B. *If so requested*, the motion maker, Mayor, or City Manager should repeat the motion prior to voting.
- C. Most motions die if they do not receive a second. Motions for nominations, withdrawal of a motion, agenda order, roll call votes, a point of order, and inquires of any kind do not require a second. Any motion on which a second is not made but on which discussion begins is automatically seconded by the Council member beginning the discussion.
- D. The Mayor will ask for a voice vote for all final decisions. The City Recorder will maintain a record of the votes. Any Council member may request an oral roll call vote on any decision.
- E. At the conclusion of any vote, the Mayor will announce the results.

6.2 Withdrawal. A motion may be withdrawn by the mover at any time without the consent of the Council.

6.3 Tie. A motion that receives a tie vote fails.

6.4 Table. A motion to table is not debatable and precludes all amendments or further debate. If the motion prevails, the matter may be taken from the table only by adding it to a future agenda at which time discussion may continue

6.5 Postpone

- A. A motion to postpone to a certain time is debatable and amendable. The matter may be considered later at the same meeting or at a future meeting.
- B. A motion to postpone indefinitely is debatable and is not amendable. It may be reconsidered at the same meeting only if approved by an affirmative vote. This motion is not to postpone, but to reject the matter without a direct vote.

6.6 Call for Question. A motion to call for the question ends debate on the matter and is not debatable. A second is required for this motion and it fails without a two-thirds' vote. Debate may continue if the motion fails.

6.7 Amendment

- A. A motion to amend may be made to a previous motion that has been seconded but not voted on. An amendment is made by adding, striking out, or substituting words.
- B. Motions to adjourn, agenda order, lay on the table, roll call vote, point of order, reconsideration, and take from the table may not be amended.

C. Amendments are voted on first, then the main motion as amended.

6.8 Reconsideration. When a question has been decided, any Council member who voted in the majority may move for reconsideration. The motion for reconsideration must be made before adjournment of the meeting in which final action on the ordinance, resolution, order or other decision was taken.

SECTION 7 COUNCIL CONDUCT

7.1 Representing City. If a Council member appears before another governmental agency or organization to give a statement on an issue, the Council member must state: 1) whether the statement reflects personal opinion or is the official position of the City; 2) whether the statement is supported by a majority of the Council. If the Council member is representing the City, the Council member must support and advocate for the official City position on the issue rather than a personal viewpoint.

7.2 Censure Process

7.2.1 Internal Oversight. The Council has the inherent right to make and enforce its own rules and to ensure compliance with those laws generally applicable to public bodies. Should any Council member act in any manner constituting a substantial violation of these rules, City Ordinance or Charter, or other general laws, the remaining Council members may issue a censure or memorandum of concern pursuant to the following procedure:

- A. The process is initiated by a written statement by a Council member explaining the alleged misconduct of a Council member and if true, why disciplinary action is needed. Two Council members must date and sign the statement and deliver the original to the City Manager. The City Manager shall then place the matter before the Council at the next Regular Session meeting if the written statement is submitted to the City Manager not later than five (5) calendar days prior to such meeting, otherwise the matter shall be placed on the agenda for the following Council meeting.
- B. An affirmative vote by five (5) or more members of the Council shall initiate an investigation. An affirmative vote by a Council member shall not indicate that such member believes the truth of the statement and/or the reasoning behind a proposed sanction, but merely that further investigation is warranted under the criteria set forth in subsection C) below. The Council member in question shall not take part in the discussion or the vote.
- C. If initiated, an investigation shall be conducted by a committee consisting of three Council members appointed by the Council. Two additional Dayton residents shall be included if the Council member being investigated makes such request. Such residents shall be selected by the Council. The investigation shall be completed within 30 days of being initiated by the Council. The Committee shall review whether the alleged misconduct occurred, and if so whether the alleged misconduct occurred while acting in their official capacity as a City Council member, including, but not limited to the following instances:
 - 1) During a city meeting or while representing the City of Dayton;
 - 2) City Council member announced that they were a City Council member (and therefore infers that conduct is as a City Council member);
 - 3) Conduct occurred in writing available to the public (social media, newspaper) as identified as a City Council member.

- D. If misconduct is found unanimously by the members of the City Council Committee, the Committee would present the investigation conclusion to the Council with a recommendation of any sanctions. Sanctions could include:
 - 1) A memo of concern from the full City Council, or
 - 2) Censure
- E. The Council shall vote on the Committee recommendation. A memorandum of concern would require a four (4) member vote of the Council; a censure would require at least a five (5) member vote. The Council member in question shall not take part in the discussion or the vote.
- F. If misconduct is not found unanimously by the City Council Committee, a public report of the Committee findings will be presented to the City Council during a Council meeting. A copy of that report will be given to the Council member who was investigated.

SECTION 8 CONFIDENTIALITY

- 8.1** The Council will keep all written materials provided to them on matters of confidentiality under law in complete confidence to ensure that the City's position is not compromised. No mention of the information read or heard should be made to anyone other than other Councilors, the City Manager, or City Attorney.
- 8.2** In Executive Sessions, Council members should attempt to provide direction or consensus to staff on proposed terms and conditions for negotiations. All contact with other parties must be left to the designated staff or representative(s) handling the negotiations or litigation. Council will not have any contact or discussion with any other party or its representative nor communicate any executive session discussion unless directed.
- 8.3** All public statements, information or press releases relating to a confidential matter should be handled by designated staff or a designated member of Council.
- 8.4** The Council may censure a member who discloses a confidential matter or otherwise violates the terms of these rules. (Subject to Section 7.2)

SECTION 9 COMMUNICATION WITH STAFF

- 9.1** The Council members will respect the separation between policy-making (Council function) and administration (City Manager function) by:
 - A. Working with the staff as a team within a spirit of mutual respect and support.
 - B. Except in Council meetings, not attempting to influence a city employee or the City Manager concerning personnel matters, purchasing issues, the award of contracts and/or the selection of consultants, the processing of applications or granting of City licenses and permits. However sharing information on these matter is appropriate.
 - C. Limiting individual contacts with staff so as not to influence staff decisions or recommendations; to interfere with their work performance; to undermine the authority of supervisors; or to prevent the full Council from having benefit of any information received.
 - D. Except in a Council meeting, staff will not attempt to influence individual Council members concerning City business.

E. Respecting roles and responsibilities of staff when and if expressing criticism in a public meeting or through public electronic mail messages.

9.2 All written informational material requested by individual members of Council will be submitted by staff to the entire Council with a notation indicating who requested the information.

9.3 The Presiding Officer will refer any comments or questions regarding city personnel or administration to the City Manager. The Presiding Officer may redirect other questions to a Council member or the City Manager, as appropriate. Councilors may also address questions directly to the City Manager, who may either answer the inquiry or ask a staff member to do so

SECTION 10 MINUTES

10.1 Minutes shall be prepared with sufficient detail to meet their intended use. Verbatim minutes are not required. The minutes of meetings of the Council shall comply with provisions of ORS 192.650 by containing the following information at a minimum:

- The name of Council members and staff present;
- All motions, proposals, resolutions, orders, ordinances and measures proposed and their disposition;
- The result of all votes, including ayes and nays and the names of the Council members who voted.
- The substance of the discussion on any matter.
- Reference to any document discussed at the meeting.

10.2 The Council may amend the minutes to more accurately reflect what transpired at the meeting. Upon receipt of the minutes in the Council agenda packet, the Council member should read and submit any changes, additions or corrections to the City Manager so that a corrected copy can be issued prior to the meeting for approval. Under no circumstances may the minutes be changed following approval by the Council, unless the Council authorizes such change.

SECTION 11 ADJOURNMENT

11.1 Upon motion and majority vote of the Council members present, any meeting of the Council may be continued or adjourned from day to day or for more than one day, provided that no adjournment may be for a period longer than until the next regular meeting.

11.2 Upon the request of two or more Council members a short break may be taken.

11.3 A motion to adjourn will be in order at any time except as follows:

- When made as an interruption of a member while speaking; or
- While a vote is being taken.

SECTION 12 DISQUALIFICATION

12.1 Bias

12.1.1 Any proponent, opponent or other party interested in a quasi-judicial matter to be heard by the Council may challenge the qualification of any Council member to participate in such hearing and decision. Such challenge must state any fact(s) relied upon by the party relating to a Council member's bias, pre-judgment, personal interest or other factor from which the party has concluded

the Council member cannot participate and make an impartial decision. Such challenges must be made prior to the commencement of the public hearing. The Presiding Officer will give the challenged member an opportunity to respond. A motion to accept or deny the challenge will be accepted and voted upon by the Council. Such challenges and the Council's decision will be incorporated into the record of the hearing.

12.1.2 In quasi-judicial matters, each Council member must disclose participation in a prior decision or action on the matter that is before the Council. Common examples include when a Planning Commission member is elected or appointed to the City Council or when a Council member testifies at a Planning Commission meeting. The Council member must state whether they can participate in the hearing with no regard for the prior decision made. If the Council member is unable to be impartial, they have a duty to disqualify themselves from participating in proceedings and leave the Council table.

12.1.3 If the City Council believes that the member is actually biased, it may disqualify the member by majority vote from participating in a decision on the matter. A Council member who has been disqualified from participating in a decision may participate in the proceeding as a private citizen.

12.2 Conflict of Interest

12.2.1 Generally, conflicts of interest arise in situations where a Council member, as a public official deliberating in a quasi-judicial proceeding, has an actual or potential financial interest in the matter before the Council. Under state law, an actual conflict of interest is defined as one that would be to the private financial benefit or detriment of the Council member, a relative or a business with which the Council member or a relative is associated. A potential conflict of interest is one that could be to the private financial benefit or detriment of the Council member, a relative or a business with which the Council member or a relative is associated. A relative means the spouse, children, siblings or parents of the public official or public official's spouse. A Council member must publicly announce potential and actual conflicts of interest and, in the case of an actual conflict of interest, must refrain from participating in debate on the issue or from voting on the issue.

12.3 Ex Parte Contacts

12.3.1 For quasi-judicial hearings, Council members should refrain from having *ex parte* contacts relating to any issue of the hearing, including conversations with other Councilors. *Ex parte* contacts are those contacts by a party on a fact in issue under circumstances that do not involve all parties to the proceeding. *Ex parte* contacts can be made orally when the other side is not present, or they can be in the form of written information that the other side does not receive. A site visit is not in and of itself an *ex parte* contact unless there is communication from an outside party or information is gleaned from the visit that will be used for a future decision. Even if the site visit is not classified as an *ex parte* contact, it should still be disclosed during any applicable hearing.

12.3.2 If a Council member has *ex parte* contact prior to a hearing, the member must reveal the contact at the meeting and prior to the hearing. The Council member shall describe the substance of the contact and the Presiding Officer shall announce the right of interested persons to rebut the substance of the communication. The Council member also will state whether such contact affects their impartiality or ability to vote in the matter. The Council member must state whether he or she will participate or abstain.

- 12.3.3** For quasi-judicial hearings, a Council member who was absent during the presentation of evidence cannot participate in any deliberations or decision regarding the matter unless the Councilor has reviewed all the evidence and testimony received.

SECTION 13 OREGON GOVERNMENT ETHICS COMMISSION REQUIREMENTS AND REPORTING

- 13.1** Council members shall review and observe the requirements of the State Ethics Law (ORS 244.010 to ORS 244.390) dealing with use of public office for private financial gain.
- 13.2** Council members shall give public notice of any conflict of interest or potential conflict of interest and the notice will be reported in the meeting minutes. In addition to matters of financial interest, Council members shall maintain the highest standards of ethical conduct and assure fair and equal treatment of all persons, claims and transactions coming before the Council.
- 13.3** In accordance with ORS 244.195, it is each Council member's responsibility to file annual statements of economic interest with the Oregon Government Ethics Commission.

SECTION 14 LEGAL ADVICE

- 14.1** Requests to the City Attorney for advice requiring legal research shall not be made by a Councilor except with concurrence of the Council. Before requesting research or other action by the City Attorney, the Council is encouraged to consider consulting with the City Manager to ascertain whether the request or action can be accomplished more cost-effectively. Outside a Council meeting, a Councilor should make requests of the City Attorney through the City Manager.

SECTION 15 ROBERT'S RULES

- 15.1** Robert's Rules of Order Revised shall be used as the guideline for conduct of Council meetings.

SECTION 16 COMMITTEES, ORGANIZATIONS & MEDIA

16.1 Citizen Appointment and Removal

- A. The Mayor will appoint City committees, with the consent of the Council. The Mayor may request assistance from Councilors in making recommendations.
- B. Council members will encourage broad participation on City committees by generally limiting the number of terms a citizen may serve on the same City committee.
- C. A citizen may not serve on more than two City committees simultaneously. Any citizen serving on two City committees may not be chairperson of both City committees simultaneously.
- D. With the consent of the Council, the Mayor may remove a citizen from a City committee prior to the expiration of the term of office.

- 16.2 Council Member Participation.** Council members shall encourage City committee member participation.

16.3 Councilor Liaison

- A. The Mayor will appoint Councilors to liaison positions on any or all City committees, including ad hoc or limited term committees, as the Mayor deems necessary.

- B. Councilors, serving as Committee liaisons, shall not have a vote.

16.4 Organizations, Media

- A. If the Mayor or a Councilor represents the City before another governmental agency, a community organization, or the media, the Council member should first state the Council majority position. Personal opinions and comments should be expressed only if the Council member makes clear that he or she does not express the Council position.
- B. Council members should obtain the appropriate permission before.

SECTION 17. CITY MANAGER EVALUATION PROCESS

- 17.1 Criteria.** The job expectations and goals used in the evaluation of the City Manager will be adopted at a regular Council meeting in accordance with state law.

17.2 Form

- A. Council members and the City Manager will mutually agree on the form of the annual evaluation.

SECTION 18. COUNCIL EXPENSES

- 18.1 Reimbursement.** Council members will follow the same rules and procedures for reimbursement as City employees.
- 18.2 Budget.** Council will review and discuss its proposed annual budget as coordinated by the Mayor and Council President and as presented by City staff during a public meeting.
- 18.3 Guests.** Under Oregon Government Ethics Commission rules, expenses for one guest per Councilor will be covered for attendance at official City functions.

CITY CHARTER



**Ratified at Special Election
March 8, 2005**

Effective July 1, 2005

PREAMBLE

We, the voters of Dayton, Oregon exercise our power to the fullest extent possible under the Oregon Constitution and laws of the state, and enact this Home Rule Charter.

Chapter I

NAMES AND BOUNDARIES

Section 1. Title. This charter may be referred to as the 2005 Dayton City Charter.

Section 2. Name. The City of Dayton, Oregon, continues as a municipal corporation with the name City of Dayton.

Section 3. Boundaries. The city includes all territory within its boundaries as they now exist or are legally modified. The city recorder will maintain as a public record an accurate and current description of the boundaries.

Chapter II

POWERS

Section 4. Powers. The city has all powers that the constitutions, statutes and common law of the United States and Oregon expressly or impliedly grant or allow the city, as fully as though this charter specifically enumerated each of those powers.

Section 5. Construction. The charter will be liberally construed so that the city may exercise fully all powers possible under this charter and under United States and Oregon law.

Section 6. Distribution. The Oregon Constitution reserves initiative and referendum powers as to all municipal legislation to city voters. This charter vests all other city powers in the council except as the charter otherwise provides. The council has legislative, administrative and quasi-judicial authority. The council exercises legislative authority by ordinance, administrative authority by resolution, and quasi-judicial authority by order. The council may not delegate its authority to adopt ordinances.

Chapter III

COUNCIL

Section 7. Council. The council consists of a mayor and six councilors nominated and elected from the city at large.

Section 8. Mayor. The mayor presides over and facilitates council meetings, preserves order, enforces council rules, and determines the order of business under council rules. The mayor is a

voting member of the council. The mayor must sign all records of council decisions. The mayor serves as the political head of the city government.

Section 9. Council President. At its first meeting each year, the council must elect a president from its membership. The president presides in the absence of the mayor and acts as mayor when the mayor is unable to perform duties.

Section 10. Rules. The council must by resolution adopt rules to govern its meetings.

Section 11. Meetings. The council must meet at least once a month at a time and place designated by its rules, and may meet at other times in accordance with council rules.

Section 12. Quorum. A majority of the council members is a quorum to conduct business, but a smaller number may meet and compel attendance of absent members as prescribed by council rules.

Section 13. Vote Required. The express approval of a majority of a quorum of the council is necessary for any council decision, except when this charter requires approval by a majority of the council.

Section 14. Record. A record of council meetings must be kept in a manner prescribed by the council rules.

Chapter IV

LEGISLATIVE AUTHORITY

Section 15 Ordinances. The council will exercise its legislative authority by adopting ordinances. The enacting clause for all ordinances must state “The City of Dayton ordains as follows:”

Section 16. Ordinance Adoption.

- (a) Except as authorized by subsection (b), adoption of an ordinance requires approval by a majority of the council at two meetings.
- (b) The council may adopt an ordinance at a single meeting by unanimous approval if the proposed ordinance is available in writing to the public at least one week before the meeting.
- (c) Any substantive amendment to a proposed ordinance must be read aloud or made available in writing to the public before the council adopts the ordinance at that meeting.
- (d) After the adoption of an ordinance, the vote of each member must be entered into the council minutes.

(d) After adoption of an ordinance, the city recorder must endorse it with the date of adoption and the recorder's name and title.

Section 17. Effective Date of Ordinances. Ordinances normally take effect on the 30th day after adoption, or on a later day stated in the ordinance. An ordinance may take effect as soon as adopted, or other date less than 30 days after adoption if it contains an emergency clause.

Chapter V

ADMINISTRATIVE AUTHORITY

Section 18. Resolutions. The council will normally exercise its administrative authority by approving resolutions. The approving clause for resolutions may state "The City of Dayton resolves as follows:"

Section 19. Resolution Approval.

(a) Approval of a resolution or any other council administrative decision requires approval by the council at one meeting.

(b) Any substantive amendment to a resolution must be read aloud or made available in writing to the public before the council adopts the resolution at a meeting.

(c) After approval of a resolution or other administrative decision, the vote of each member must be entered into the council minutes.

(d) After approval of a resolution, the city recorder must endorse it with the date of approval and the recorder's name and title.

Section 20. Effective Date of Resolutions. Resolutions and other administrative decisions take effect on the date of approval, or on a later day provided in the resolutions.

Chapter VI

QUASI-JUDICIAL AUTHORITY

Section 21. Orders. The council will normally exercise its quasi-judicial authority by approving orders. The approving clause for orders may state "The City of Dayton orders as follows:"

Section 22. Order Approval.

(a) Approval of an order or any other council quasi-judicial decision requires approval by the council at one meeting.

(b) Any substantive amendment to an order must be read aloud or made available in writing to the public at the meeting before the council adopts the order.

(c) After approval of an order or other council quasi-judicial decision, the vote of each member must be entered in the council minutes.

(d) After approval of an order, the city recorder must endorse it with the date of approval and the **recorder's** name and title.

Section 23. Effective Date of Orders. Orders and other quasi-judicial decisions take effect on the date of final approval, or on a later day provided in the order.

Chapter VII

ELECTIONS

Section 24. Councilors. At each general election after the adoption, three councilors will be elected for four-year terms. The terms of councilors in office are the terms for which they were elected.

Section 25. Mayor. At every other general election after the adoption, a mayor will be elected for a four-year term. The mayor in office when this charter is adopted has a two-year term.

Section 26. State Law. City elections must conform to state law except as this charter or ordinances provide otherwise. All elections for city offices must be nonpartisan.

Section 27. Qualifications.

(a) The mayor and each councilor must be a qualified elector under state law, and have primary residence within the city for at least one year immediately before election or appointment to office.

(b) No person may be a candidate at a single election for more than one city office.

(c) Neither the mayor, nor a councilor may be employed by the city.

(d) The council is the final judge of the election and qualifications of its members.

Section 28. Nominations. The council must adopt an ordinance prescribing the manner for a person to be nominated to run for mayor or a city councilor position.

Section 29. Terms. The term of an officer elected at a general election begins at the first council meeting of the year immediately after the election, and continues until the successor qualifies and assumes the office.

<Section 30. *Reserved as omission due to scrivener's error.*>.

Section 31. Oath. The mayor and each councilor must swear or affirm to faithfully perform the duties of the office and support the constitutions and laws of the United States and Oregon.

Section 32. Vacancies. The mayor or a council office becomes vacant:

- (a) Upon the incumbent's:
 - (1) Death,
 - (2) Adjudicated incompetence, or
 - (3) Recall from the office.

- (b) Upon declaration by the council after the incumbent's:
 - (1) Failure to qualify for the office within 10 days of the time the term of office is to begin,
 - (2) Absence from the city for 30 days without council consent, or from all council meetings within a 60-day period,
 - (3) Ceasing to maintain primary residence in the city,
 - (4) Ceasing to be a qualified elector under state law,
 - (5) Conviction of a public offense punishable by loss of liberty,
 - (6) Resignation from the office, or
 - (7) Removal under Section 34(h).

Section 33. Filling Vacancies. A mayor or councilor vacancy will be filled by appointment by a majority of the remaining council members. The appointee's term of office runs from appointment until expiration of the term of office of the last person elected to that office. If a disability prevents a council member from attending council meetings or a member is absent from the city, a majority of the council may appoint a council pro tem.

Chapter VIII

APPOINTIVE OFFICERS

Section 34. City Manager.

- (a) The office of city manager is established as the administrative head of the city government. The city manager is responsible to the mayor and council for the proper administration of all city business. The city manager will assist the mayor and council in the development of city policies, and carry out policies established by ordinances and resolutions.

- (b) A majority of the council must appoint and may remove the manager. The appointment must be made without regard to political considerations and solely on the basis of education and experience in competencies and practices of local government management.

- (c) The manager may be appointed for a definite or an indefinite term, and may be removed at any time by a majority of the council. The council must fill the office by appointment as soon as practicable after the vacancy occurs.

- (d) The manager must:
 - (1) Attend all council meetings unless excused by the mayor or council;

- (2) Make reports and recommendations to the mayor and council about the needs of the city;
- (3) Administer and enforce all city ordinances, resolutions, franchises, leases, contracts, permits, and other city decisions;
- (4) Appoint, supervise and remove city employees;
- (5) Organize city departments and administrative structure;
- (6) Prepare and administer the annual city budget;
- (7) Administer city utilities and property;
- (8) Encourage and support regional and intergovernmental cooperation;
- (9) Promote cooperation among the council, staff and citizens in developing city policies, and building a sense of community;
- (10) Perform other duties as directed by the council;
- (11) Delegate duties, but remain responsible for acts of all subordinates.

(e) The manager has no authority over the council or over the judicial functions of the municipal judge.

(f) The manager and other employees designated by the council may sit at council meetings but have no vote. The manager may take part in all council discussions.

(g) When the manager is temporarily disabled from acting as manager or when the office becomes vacant, the council must appoint a manager pro tem. The manager pro tem has the authority and duties of manager, except that a pro tem manager may appoint or remove employees only with council approval.

(h) No council member may directly or indirectly attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any city employee, or in manager administrative decisions. Violation of this prohibition is grounds for removal from office by a majority of the council after a public hearing. In council meetings, councilors may discuss or suggest anything with the manager relating to city business.

Section 35. City Attorney. The office of city attorney is established as the chief legal officer of the city government. A majority of the council must appoint and may remove the attorney. The attorney may appoint and supervise, and may remove attorney office employees.

Section 36. Municipal Court and Judge.

(a) A majority of the council may appoint and remove a municipal judge. A municipal judge will hold court in the city at such place as the council directs. The court will be known as the Dayton Municipal Court.

(b) All proceedings of this court will conform to state laws governing justices of the peace and justice courts.

(c) All areas within the city and areas outside the city as permitted by state law are within the territorial jurisdiction of the court.

(d) The municipal court has jurisdiction over every offense created by city ordinance. The court may enforce forfeitures and other penalties created by such ordinances. The court also has jurisdiction under state law unless limited by city ordinance.

(e) The municipal judge may:

- (1) Render judgments and impose sanctions on persons and property;
- (2) Order the arrest of anyone accused of an offense against the city;
- (3) Commit to jail or admit to bail anyone accused of a city offense;
- (4) Issue and compel obedience to subpoenas;
- (5) Compel witnesses to appear and testify and jurors to serve for trials before the court;
- (6) Penalize contempt of court;
- (7) Issue processes necessary to enforce judgments and orders of the court;
- (8) Issue search warrants; and
- (9) Perform other judicial and quasi-judicial functions assigned by ordinance.

(f) The council may appoint and may remove municipal judges pro tem.

(g) The council may transfer some or all of the functions of the municipal court to an appropriate state court.

Chapter IX

PERSONNEL

Section 37. Compensation. The council must authorize the compensation of city officers and employees as part of its approval of the annual city budget.

Section 38. Merit Systems. The council by resolution will determine the rules governing recruitment, selection, promotion, transfer, demotion, suspension, layoff, and dismissal of city employees based on merit and fitness.

Chapter X

PUBLIC IMPROVEMENTS

Section 39 Procedure. The council may by ordinance provide for procedures governing the making, altering, vacating, or abandoning of a public improvement. A proposed public improvement may be suspended for six months upon remonstrance by owners of the real property to be specially assessed for the improvement. The number of owners necessary to suspend the action will be determined by ordinance.

Section 40. Special Assessments. The procedure for levying, collecting and enforcing special assessments for public improvements or other services charged against real property will be governed by ordinance.

Chapter XI

MISCELLANEOUS PROVISIONS

Section 41. Debt. City indebtedness may not exceed debt limits imposed by state law. A charter amendment is not required to authorize city indebtedness.

Section 42. Ordinance Continuation. All ordinances consistent with this charter in force when it takes effect remain in effect until amended or repealed.

Section 43. Repeal. All charter provisions adopted before this charter takes effect are repealed.

Section 44. Severability. The terms of this charter are severable. If any provision is held invalid by a court, the invalidity does not affect any other part of the charter.

Section 45. Time of Effect. This charter takes effect July 1, 2005.

Ratified at Special Election held March 8, 2005
Measure 36-72

To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: Approval of Resolution 20/21-7 US Bank Signing Authority
Date: February 1, 2021

Background and Information

In March of 2019, Council approved adding two councilors, Marquez and Collins, and the City Manager to the bank signing authority.

With the term for John Collins expiring on 12/31/2020, this Resolution removes John Collins as an authorized signer. Additionally, this Resolution adds the Council President as a signer.

The account will have 5 authorized signers:

Rochelle Roaden
Elizabeth Wytoski
Rosalba Sandoval-Perez
Darrick Price
Trini Marquez

City Manager Recommendation: I recommend approval of Resolution 20/21-7.

Potential Motion to Approve: “I move to approve Resolution 20/21-7 a Resolution Changing Signature Authority for US Bank Primary Checking Account.”

Council Options:

- 1 – Approve Resolution 20/21-7 as recommended.
- 2 – Approve Resolution 20/21-7 with amendments.
- 3 – Reject Resolution 20/21-7.
- 4 – Take no action and direct staff to do further research or provide additional options.

RESOLUTION No. 20/21-7
City of Dayton, Oregon

A Resolution Changing Signature Authority for US Bank Primary Checking Account

WHEREAS, the City Council has designated the United States National Bank of Oregon, Dayton Branch, as its banking depository for its primary checking account; and

WHEREAS, Councilor John Collins was an authorized signer until his term ended on December 31, 2020.

The City of Dayton resolves as follows:

- 1) **THAT** the City Council hereby agrees to abide by the regulations established by the banking institution for this type of account;
- 2) **THAT** the City Council requires each check written for the primary checking account to have signatures from any two (2) of the following:

Rochelle Roaden, City Manager
Elizabeth Wytoski, Mayor
Rosalba Sandoval-Perez, Council President
Darrick Price, Councilor
Trini Marquez, Councilor

- 3) **THAT** this resolution rescinds Resolution #18/19-12, adopted March 4, 2019; and
- 4) **THAT** this resolution shall become effective immediately upon adoption.

ADOPTED this 1st day of February 2020.

In Favor:

Opposed:

Absent:

Abstained:

Elizabeth Wytoski, Mayor

Date Signed

ATTEST:

Patty Ringnalda, City Recorder

Date of Enactment

To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: Approval of Resolution 20/21-8 Safe Routes to School Grant – 9th to Flower
Date: February 1, 2021

Background and Information

On December 1, 2020, the Oregon Department of Transportation (ODOT) awarded the City of Dayton a Safe Routes to School Grant (SRTS) for the City's 9th to Flower Sidewalk project. The total estimated project cost is \$750,181. ODOT is providing grant funding of \$600,145 through SRTS and an additional grant of \$150,036.20 under ORS 366.504 (Bike/Ped Funds) thus funding 100% of the project. Dayton will not be required to do the 20% match usually required because ODOT recognizing that this project is within ODOT's right of way.

Attached is the grant agreement from ODOT and the attached resolution is seeking approval for the City Manager to enter into the grant agreement.

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

City Manager Recommendation: I recommend approval of Resolution 20/21-8.

Potential Motion to Approve: "I move to approve Resolution 20/21-8 of the City of Dayton authorizing the City Manager to Enter into a Grant Agreement with the State of Oregon Department of Transportation for a Safe Routes to School Program Grant."

Council Options:

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

**RESOLUTION No. 20/21-8
CITY OF DAYTON, OREGON**

A Resolution of the Dayton City Council authorizing the City Manager to Enter into a Grant Agreement with the State of Oregon Department of Transportation for a Safe Routes to School Program Grant

WHEREAS, The City applied for a Safe Routes to School Program (SRTS) Grant through the Oregon Department of Transportation (ODOT) in 2020; and

WHEREAS, the City of Dayton was awarded an SRTS Grant by ODOT on December 1, 2020, whereby it will receive funds to construct a sidewalk at the Dayton Junior High School along Ferry Street between 9th and Flower Lane (Project); and

WHEREAS, as part of the Grant, ODOT will provide the City with the option to request additional funds under ORS 366.504 (Bike/Ped funds) for the Project; and

WHEREAS, the City desires to enter into a Grant Agreement with ODOT to obtain the desired funds to construct the Project.

The City of Dayton resolves as follows:

Section 1. The City Council authorizes the City Manager to enter into the Grant Agreement with ODOT in substantially the same form as the attached Exhibit A.

Section 2. This resolution is effective upon approval by the City Council.

ADOPTED this 1st day of February **2021**.

In Favor:

Opposed:

Absent:

Abstained:

Elizabeth Wytoski, Mayor

Date of Signing

ATTESTED BY:

Patty Ringnalda, City Recorder

Date of Enactment

**GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
SAFE ROUTES TO SCHOOL PROGRAM (SRTS)
Project Name: Dayton Junior High School - Sidewalk**

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and City of Dayton, acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall end five (5) years after the Effective Date (the “Availability Termination Date”).
- 2. Agreement Documents.** This Agreement consists of this document and the following documents:
 - a. Exhibit A: Project Description, Key Milestones, Schedule and Budget**
 - b. Exhibit B: Recipient Requirements**
 - c. Exhibit C: Subagreement Insurance Requirements**
 - d. Exhibit D: Documentation provided by Recipient prior to execution of the Agreement (i.e. application, Part 1 of the Project Prospectus)**

Exhibits A, B and C are attached to this Agreement. Exhibit D is incorporated by reference. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C; Exhibit D.

- 3. Project Cost; Grant Funds.** The total estimated Project cost is \$750,181. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$600,145 (the “Grant Funds”). In addition to the Grant Funds, and upon Recipient’s written request, ODOT shall provide Recipient \$150,036.20 under ORS 366.504 (“Bike/Ped Funds”) for the portion of the Project on or along the state highway system. Recipient will be responsible for all Project costs not covered by the Grant Funds and Bike/Ped Funds.
- 4. Project.**
 - a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the “Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to Section 4(c).

- b. Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“Eligible Costs”).
 - i.** Eligible Costs are actual costs of Recipient to the extent those costs are:
 - A.** reasonable, necessary and directly used for the Project;
 - B.** permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and
 - C.** eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.
 - ii.** Eligible Costs do NOT include:
 - A.** operating and working capital or operating expenditures charged to the Project by Recipient;
 - B.** loans or grants to be made to third parties;
 - C.** any expenditures incurred before the Effective Date or after the Availability Termination Date; or
 - D.** costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;
- c. Project Change Procedures.**
 - i.** If Recipient anticipates a change in scope, Key Milestone Dates, or Availability Termination Date, Recipient shall submit a written request to SRTSProgramMailbox@odot.state.or.us. The request for change must be submitted before the change occurs.
 - ii.** Recipient shall not proceed with any changes to scope, Key Milestone Dates, or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT’s approval of a Recipient’s request for change. A request for change may be rejected at the sole discretion of ODOT.

5. Reimbursement Process and Reporting.

- a.** ODOT shall reimburse Recipient for 83.78 percent of Eligible Costs up to the Grant Fund amount provided in **Section 3**. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT’s receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors, consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement. ODOT will not reimburse more than one request for reimbursement per month.

- b.** Recipient must submit to ODOT its first reimbursement request within two (2) years of the Effective Date.
- c.** Each reimbursement request shall be submitted on ODOT's Reimbursement request form <https://www.oregon.gov/ODOT/Forms/2ODOT/7373558.docx> to the SRTSProgramMailbox@odot.state.or.us and include the Agreement number, the start and end date of the billing period, and itemize all expenses for which reimbursement is claimed. Upon ODOT's request, Recipient shall provide to ODOT evidence of payment to contractors. Recipient shall also include with each reimbursement request a summary describing the work performed for the period seeking reimbursement and work expected for the next period, if any.
- d.** ODOT shall disburse the entirety of the Bike/Ped Funds to Recipient within 45 days of Recipient's written request.
- e.** Recipient shall, no later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs earlier, submit a final reimbursement request. Failure to submit the final request for reimbursement within ninety (90) days after could result in non-payment.
- f.** Upon ODOT's receipt of the final reimbursement request, ODOT will conduct a final on-site review of the Project. ODOT will withhold payment of the final reimbursement request until both (i) its SRTS Program Manager, or designee, has completed the final review and accepted the Project as complete and (ii) Recipient and ODOT staff have signed the Recommendation of Acceptance Form (ODOT Form No. 737-3560).
- g.** ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i.** ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii.** Recipient is in compliance with the terms of this Agreement.
 - iii.** Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- h.** Recovery of Grant Funds.
 - i.** Recovery of Misexpended Funds or Nonexpended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended at the end of the Availability Termination Date ("Unexpended Funds") or (ii) expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to ODOT. Recipient shall return all Unexpended Funds to ODOT no later than fifteen (15) days after the Availability Termination Date. Recipient shall return all Misexpended Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.

- ii. Recovery of Grant Funds upon Termination. If this Agreement is terminated under any of Sections 9(b)(i), 9(b)(ii), 9(b)(iii) or 9(b)(vi), Recipient shall return to ODOT all Grant Funds disbursed to Recipient within 15 days after ODOT's written demand for the same.

i. Reporting

- i. Quarterly Reports. Recipient shall submit quarterly progress reports to ODOT using a format that ODOT provides. Recipient must submit the reports to SRTSProgramMailbox@odot.state.or.us by the first Wednesday of March, June, September, and December.
- ii. Final Report. Recipient shall submit a final written report (the "Final Report") to SRTSProgramMailbox@odot.state.or.us that identifies how hazards have been reduced to children walking or bicycling to and from school as a direct result of this Project. Recipient must submit the Final Report within six (6) months after the Project Completion Date. Recipient's obligation to provide the Final Report will survive Agreement expiration.

6. **Representations and Warranties of Recipient.** Recipient represents and warrants to ODOT as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment,

declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

- e. **Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

7. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the “Secretary”) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 7 shall survive any expiration or termination of this Agreement.

8. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, “subagreements”) for performance of the Project.
 - i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.

- ii. Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third-party beneficiary of Recipient's subagreement with the Contractor and to name ODOT as an additional or "dual" obligee on contractors' payment and performance bonds.
- iii. Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT's request at any time. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

b. Subagreement indemnity; insurance.

- i. *Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.*
- ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's subrecipient is prohibited from defending the State, or that Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.
- iii. If the Project or Project work is on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- iv. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the

insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.

- v. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
 - i. All procurement transactions are conducted in a manner providing full and open competition.
- d. **Self-Performing Work.** Recipient must receive prior approval from ODOT for any self-performing work.
- e. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

9. Termination

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
 - i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
 - ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
 - iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
 - iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;

- v. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- vi. If the Project would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

10. GENERAL PROVISIONS

a. Contribution.

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- ii. With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

- iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- d. Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- e. No Third-Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- f. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10(f). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- g. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other

agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- h. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.
- i. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- j. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings,

ODOT/Recipient
Agreement No. 34496

agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

THE PARTIES, by execution of this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Project was approved on December 1, 2020 by the Oregon Transportation Commission.

Signature Page to Follow

ODOT/Recipient
Agreement No. 34496

City of Dayton, by and through its elected officials

STATE OF OREGON, by and through its Department of Transportation

By _____
(Legally designated representative)

By _____
Public Transportation Division Administrator

Name _____
(printed)

Name _____
(printed)

Date _____

Date _____

By _____

APPROVAL RECOMMENDED

Name _____
(printed)

By _____
Safe Routes to School Program Manager

Date _____

Name _____
(printed)

**LEGAL REVIEW APPROVAL
(If required in Recipient's process)**

Date _____

By _____
Recipient's Legal Counsel

By Michael Kimlinger via email
State Traffic-Roadway Engineer

Date _____

Date November 3, 2020

Recipient Contact:

Rochelle Roaden
P.O. Box 339
Dayton, OR 97114
(503) 864-2221
rroaden@ci.dayton.or.us

APPROVED AS TO LEGAL SUFFICIENCY

By Sam Zeigler via email saved in file
Assistant Attorney General

Date January 7, 2021

ODOT Contact (SRTS):

LeeAnne Fergason
555 13th Street NE
Salem, OR 97301-4178
Phone: 503-986-5805
LeeAnne.Fergason@odot.state.or.us

EXHIBIT A

Project Description, Key Milestones, Schedule and Budget

Agreement No. 34496

Project Name: Dayton Junior High School - Sidewalk

A. PROJECT DESCRIPTION

Ferry Street (Hwy 155/233) approximately between 9th Street to Flower Lane.

This Project consists of the construction of sidewalk.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Section 4.

B. PROJECT KEY MILESTONES AND SCHEDULE

The Project has two (2) Key Milestone(s). Key Milestones are used for evaluating performance on the Project as described in the Agreement. Neither Key Milestone 1, Scoping and planning, nor Key Milestone 2, Project completion, can be changed without an amendment to the Agreement.

If Recipient anticipates either that Key Milestone 1 will require material changes or that Key Milestone 2 will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 4(c) of the Agreement, to SRTSProgramMailbox@odot.state.or.us as soon as Recipient becomes aware of any possible change or delay. Recipient must submit the Request for Change Order before materially changing the project scope (Key Milestone 1) or delaying the Project completion (Key Milestone 2).

Table 1: Key Milestones

Key Milestone	Description	Estimated Due Date
1	Scoping and planning	N/A
2	Project completion (Project must be completed within 5 years of agreement execution.)	11/21/2021

EXHIBIT B

Recipient Requirements

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.

2. Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.

3. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.

4. Americans with Disabilities Act Compliance

a. **State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):

i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;

ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;

iii. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- iv. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Recipient and prior to release of any Recipient contractor.
 - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
 - iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
 - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c.** Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:

- i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section 4 shall survive termination of this Agreement.

5. Work Performed within ODOT’s Right of Way

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. If the Project includes traffic control devices (see ODOT’s Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- c. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- d. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT’s District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

6. General Standards

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program’s investment meets the intent of the application and the Program.

7. Land Use Decisions

- a. Recipient shall obtain all permits, “land use decisions” as that term is defined by ORS 197.015(1) (2020), and any other approvals necessary for Recipient to complete the Project by the Project completion deadline identified in Exhibit A (each a “Land Use Decision” and collectively, “Land Use Decisions”).

- b. If at any time before the Availability Termination Date identified in Section 1 of this Agreement ODOT concludes, in its sole discretion, that Recipient is unlikely to obtain one or more Land Use Decisions before the Availability Termination Date, ODOT may (i) suspend the further disbursement of Grant Funds upon written notice to Recipient (a “Disbursement Suspension”) and (ii) exercise any of its other rights and remedies under this Agreement, including, without limitation, terminating the Agreement and recovering all Grant Funds previously disbursed to Recipient.
- c. If after a Disbursement Suspension ODOT concludes, in its sole discretion and based upon additional information or events, that Recipient is likely to timely obtain the Land Use Decision or Decisions that triggered the Disbursement Suspension, ODOT will recommence disbursing Grant Funds as otherwise provided in this Agreement.
- d. This Section 7 is in addition to, and not in lieu of, ODOT’s rights and remedies under Section 5.h (“Recovery of Grant Funds”) of this Agreement.

8. Website

Recipient shall provide ODOT a link to any website created about the Project identified in Exhibit A before any costs being considered eligible for reimbursement. Recipient shall notify the ODOT Contact in writing when the link changes during the term of this Grant Agreement.

9. Photographs

Recipient shall provide pre-construction Project photographs within thirty (30) days of the execution of this Agreement. Recipient shall provide Project photographs thirty (30) days after Project is completed.

EXHIBIT C

Subagreement Insurance Requirements

1. GENERAL.

- a. If the Project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODOT. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which the Recipient is a Party.
- b. The insurance specified below is a minimum requirement that the contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require the contractor(s) to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track,

roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

c. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering Contractor’s business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

d. ADDITIONAL INSURED.

The Commercial General Liability Insurance and Automobile Liability Insurance must include the **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an **endorsed** Additional Insured but only with respect to the contractor’s activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

e. “TAIL” COVERAGE.

If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor’s completion and Recipient’s acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

f. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

g. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation..

The Recipient shall immediately notify ODOT of any change in insurance coverage.

To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: Sewer Pond 3 Project Approval
Date: February 1, 2021

Background and Information

At the November 2, 2020 Council meeting, the Council approved awarding the aeration installation project for Pond 3 to Environmental Equipment Engineering, Inc., with a not to exceed of \$52,556. (This project was budgeted at \$50,000 and included in the FY20-21 budget in the Sewer Fund Capital.)

At that time, we did not have a hard number for the electrical, so I did not include it in the project. I am bringing it back to council for approval to include the electrical costs with this project. Attached is a quote from GPEC for phase 3 electrical in the amount of \$9,784.

Aerators with contingency - \$52,556
Phase 3 Electrical - \$9,784
Contingency on Electrical \$978
Total Aeration Project Costs: \$63,318

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

City Manager Recommendation: I recommend approval.

Potential Motion to Approve: “I move to approve the Sewer Pond 3 Project including Phase 3 Electrical with a budget not to exceed \$63,318.”

Council Options:

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



PO Box 836
Amity Oregon 97101
Phone: 971-259-1051
Fax: 503-835-2702
Cell: 971-241-2873
Email karter@gpecelectric.com

Estimate

Number: 1
Project: Dayton Lagoon Brush Rotor Electrical Service
Estimator: Karter

Contact: Steve
Date: 1/11/21
Customer: Dayton

City of Dayton Lagoon Brush Rotor Electrical Service

Quote includes:

- Provide and install (3) 6"x6" treated posts for Meter Base and Pump Panel support
- Provide (3) 480 volt, 15HP Disconnect and Starter Assembly (Size 2 Pump Panels) on new H-Frame with Hand/Off/Auto local control
- Provide and install (1) 480 volt, 200 amp Meter Base on new H-Frame with service mast
- Provide and install (3) 480 volt, 30 amp circuits to Pump Panels from Meter Base
- Install provided 10/4 SO Cord (Baloney Cord) from Pump Panel to Brush Rotor Motors
- Provide and install steel mesh cord grips at Pump Panel and Brush Rotor Motor for SO Cord support
- Assistance with system start up and check out

Quote excludes:

- Items not listed on inclusions
- SO cord provided by others
- Excavation and backfill by others
- Auto control or timer
- PGE fees for new service, if any

Notes:

- Quote based on a 40 hour work week, Monday through Thursday, 7:00am to 5:30pm with no overtime
- Quote assumes motor connection with Brush Rotor skid on dry ground

Electrical Labor	\$3,400.00
Electrical Materials	\$6,083.76
Permit (estimated)	\$300.00

Total Estimate	\$9,783.76
-----------------------	-------------------

Respectfully Submitted,

Karter Roberts
Project Manager

Signature of Acceptance _____ Date _____

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	
12/20	12/03/2020	26427	1764	Beleza Salon	11.15.20	2	100.100.799.10	.00	.00	V
12/20	12/03/2020	26428	1759	D.M.V. Landscape Maintenance	12.01.20	2	100.100.799.10	.00	330.00	
12/20	12/03/2020	26429	1753	Driving Me Nuts	11.18.2020	2	100.100.799.10	.00	37.50	
12/20	12/11/2020	26430	1756	Gramma Barb's Daycare	11.30.20	2	100.100.799.10	.00	.00	V
12/20	12/03/2020	26431	1765	Jennifer Wall	11.30.20	2	100.100.799.10	.00	645.00	
12/20	12/03/2020	26432	983	Kelly Haverkate	12.02.2020	2	100.100.799.10	.00	870.00	
12/20	12/03/2020	26433	1760	KT Machining and Plasma Arts	11.29.20	2	100.100.799.10	.00	405.00	
12/20	12/03/2020	26434	1176	Lone Star BBQ	11.24.20	2	100.100.799.10	.00	592.50	
12/20	12/03/2020	26435	1746	Mamma Italia Ristorante	11.30.20	2	100.100.799.10	.00	690.00	
12/20	12/03/2020	26436	1509	Pamplin Media Group	11.27.20	2	100.100.799.10	.00	.00	V
12/20	12/03/2020	26437	1751	Riley's Primped Out Pups, LLC	Multiple	2	100.100.799.10	.00	420.00	
12/20	12/03/2020	26438	1748	The ByPass Bar & Grill LLC	11.25.20	2	100.100.799.10	.00	3,172.50	
12/20	12/03/2020	26439	1322	Willamette Wine Country RV Park	Multiple	2	100.100.799.10	.00	1,080.00	
12/20	12/03/2020	26440	1747	Zu Kaza	12.01.20	2	100.100.799.10	.00	1,342.50	
12/20	12/03/2020	26441	1764	Beleza Salon	11.15.20	2	100.100.799.10	.00	97.50	
12/20	12/03/2020	26442	1751	Riley's Primped Out Pups, LLC	11.27.20	2	100.100.799.10	.00	60.00	
12/20	12/11/2020	26443	1767	Alacrity LLC	12.07.2020	2	100.100.799.10	.00	225.00	
12/20	12/11/2020	26444	1756	Barb Jacks	11.30.20	2	100.100.799.10	.00	30.00	
12/20	12/11/2020	26445	1753	Driving Me Nuts	12.06.2020	2	100.100.799.10	.00	52.50	
12/20	12/11/2020	26446	1755	Juanitas Cafe Y Neveria	12.04.20	2	100.100.799.10	.00	3,592.50	
12/20	12/11/2020	26447	1176	Lone Star BBQ	11.30.20	2	100.100.799.10	.00	135.00	
12/20	12/18/2020	26448	1748	The ByPass Bar & Grill LLC	12.13.20	2	100.100.799.10	.00	2,167.50	
12/20	12/31/2020	26450	238	A&E Security & Electronic	182683	1	300.301.705.00	.00	125.70	
12/20	12/31/2020	26451	190	AFLAC	844204	1	100.000.220.00	.00	377.77	
12/20	12/31/2020	26452	329	Alexonet Inc	1601	11	105.105.705.30	.00	2,890.05	
12/20	12/31/2020	26453	127	Baker & Taylor	Multiple	1	100.104.715.00	.00	809.57	
12/20	12/31/2020	26454	151	Beery, Elsner & Hammond	Multiple	1	101.101.700.00	.00	1,943.84	
12/20	12/31/2020	26455	1064	Botten's Equipment Rental	1-596842	1	100.100.950.00	.00	499.00	
12/20	12/31/2020	26456	1769	Brian Peterson	DEPOSIT RE	2	400.400.750.00	.00	56.51	
12/20	12/31/2020	26457	255	Cascade Columbia	794862	3	300.301.616.00	.00	3,377.16	
12/20	12/31/2020	26458	189	CIS Trust	JANUARY 20	22	400.400.594.00	.00	8,701.67	
12/20	12/31/2020	26459	105	City of Dayton	Multiple	1	300.301.707.00	.00	1,671.96	
12/20	12/31/2020	26460	362	City of Newberg	NOVEMBER	4	100.106.716.00	.00	525.22	
12/20	12/31/2020	26461	860	City Sweepers, LLC	27426	1	200.200.614.40	.00	1,268.02	
12/20	12/31/2020	26462	423	Comcast Cable	8778105130	1	300.301.602.00	.00	104.85	
12/20	12/31/2020	26463	519	Comcast Cable - phone	8778105130	10	400.400.602.00	.00	240.74	
12/20	12/31/2020	26464	111	DCBS Fiscal Services	NOVEMBER	1	100.106.700.35	.00	29.96	
12/20	12/31/2020	26465	388	Dell Marketing L.P.	1044034131	1	100.100.799.10	.00	1,054.08	
12/20	12/31/2020	26466	789	Edge Analytical	Multiple	1	300.300.751.00	.00	525.60	
12/20	12/31/2020	26467	513	Elizabeth Wytoski	DECEMBER	1	500.500.752.00	.00	50.00	
12/20	12/31/2020	26468	543	Ferrellgas	Multiple	1	300.301.600.10	.00	1,491.95	
12/20	12/31/2020	26469	694	GPEC Electrical Contractors	7172	1	400.400.614.40	.00	142.50	
12/20	12/31/2020	26470	542	Grainger	Multiple	4	400.400.616.00	.00	57.03	
12/20	12/31/2020	26471	247	Grove, Mueller & Swank	Multiple	12	105.105.608.00	.00	5,000.00	
12/20	12/31/2020	26472	178	Hach Company	Multiple	2	400.400.616.00	.00	1,033.60	
12/20	12/31/2020	26473	134	Iron Mountain Records Mgmt	DCRZ757	10	400.400.601.00	.00	74.66	
12/20	12/31/2020	26474	107	League of Oregon Cities	8806	6	400.400.601.00	.00	20.00	
12/20	12/31/2020	26475	1572	McMinnville Commercial Cleaners	1530	10	400.400.707.00	.00	625.00	
12/20	12/31/2020	26476	121	McMinnville Water & Light	67508 0121	1	300.300.600.00	.00	463.62	
12/20	12/31/2020	26477	124	Mid-Willamette Valley COG	2021242	1	100.105.705.20	.00	1,212.00	
12/20	12/31/2020	26478	109	News Register	116797	6	400.400.705.00	.00	189.82	
12/20	12/31/2020	26479	871	Office Depot, Inc	1433866520	1	100.104.601.00	.00	53.85	
12/20	12/31/2020	26480	163	Oregon Dept of Revenue	DECEMBER	1	101.101.700.35	.00	180.00	

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
12/20	12/31/2020	26481	256	Oregon Dept of Revenue	123120 PR	1	100.000.212.00	.00	2,825.88
12/20	12/31/2020	26482	848	Outdoor Fence Company	41322	10	400.400.707.00	.00	86.34
12/20	12/31/2020	26483	103	PGE	Multiple	1	300.301.600.00	.00	7,100.89
12/20	12/31/2020	26484	116	Pitney Bowes	3312467039	10	400.400.601.10	.00	238.65
12/20	12/31/2020	26485	213	Pitney Bowes Purchase Power	POSTAGE R	10	400.400.601.10	.00	1,210.50
12/20	12/31/2020	26486	218	Platt Electric Supply	Multiple	1	100.103.619.00	.00	278.41
12/20	12/31/2020	26487	621	Portland Engineering, Inc	Multiple	1	600.600.920.20	.00	38,486.00
12/20	12/31/2020	26488	240	Print NW	Multiple	1	500.500.752.00	.00	272.00
12/20	12/31/2020	26489	236	PumpTech Systems, Inc	20226	1	400.400.616.00	.00	116.00
12/20	12/31/2020	26490	106	Recology Western Oregon	Multiple	1	100.103.619.00	.00	504.39
12/20	12/31/2020	26491	1768	Roy Houck Construction	DEPOSIT RE	2	400.400.750.00	.00	120.97
12/20	12/31/2020	26492	892	Spaniol's Stripping & Signs	120220	1	200.200.614.40	.00	975.00
12/20	12/31/2020	26493	119	Sprint	414585229-2	10	400.400.602.00	.00	558.64
12/20	12/31/2020	26494	875	Step Forward Activities	125202	10	400.400.601.00	.00	445.90
12/20	12/31/2020	26495	171	Terminix Processing Center	402793001	10	100.104.707.00	.00	89.00
12/20	12/31/2020	26496	1763	Terrence D. Mahr	20-002	1	101.101.705.40	.00	250.00
12/20	12/31/2020	26497	818	Thyssenkrupp Elevator Corp	3005622773	1	100.100.707.30	.00	771.00
12/20	12/31/2020	26498	1770	Traci & Jonathan Springer	DEPOSIT RE	2	400.400.750.00	.00	116.61
12/20	12/31/2020	26499	937	United Site Services	Multiple	1	100.103.619.00	.00	858.39
12/20	12/31/2020	26500	1006	US Bank	Multiple	27	400.400.602.00	.00	6,065.47
12/20	12/31/2020	26501	154	Westech Engineering, Inc	Multiple	1	770.770.910.60	.00	2,812.10
12/20	12/31/2020	26502	114	Yamhill County Sheriff	DECEMBER	1	101.101.705.10	.00	13,438.26
12/20	12/31/2020	26503	115	Yamhill County Sheriff	20-011	1	101.101.700.35	.00	64.00
12/20	12/31/2020	26504	117	YCOM	FY21-07-DA	1	101.101.770.00	.00	2,777.42
12/20	12/31/2020	26505	614	Ziplyfiber	Multiple	1	300.300.602.00	.00	304.27
Grand Totals:								.00	131,506.82

2021 MWVCOG Virtual Annual Meeting

February 17 @ 5:45 pm - 7:30 pm

Free

- [« MWVHA Point-In-Time \(PIT\) Count Workgroup](#) [Regional Administrators' Lunch »](#)

You are invited to the MWVCOG Annual Meeting and Awards Ceremony, sponsored by the Confederated Tribes of Grand Ronde. This year, this event will be held virtually using the Zoom platform. The “doors” will “open” at 5:45 p.m. with a slide show of previous meetings, and the program for the evening will begin promptly at 6:00 p.m. Please plan to “arrive” early.

The Annual Meeting is for everyone – spouses and friends are encouraged to attend. Pre-registration is required. Tickets are **free** and can be reserved below. *(Please note: the ticket purchasing process seems to work best in Chrome.)* Registration closes on February 16, 2021.

Please contact Denise at dvandyke@mwvcog.org or 503-588-6177 with questions.

RSVP

Details

Date: February 17

Time: 5:45 pm - 7:30 pm

Cost: Free

Event Categories: [COG Board](#), [Public Notices](#)

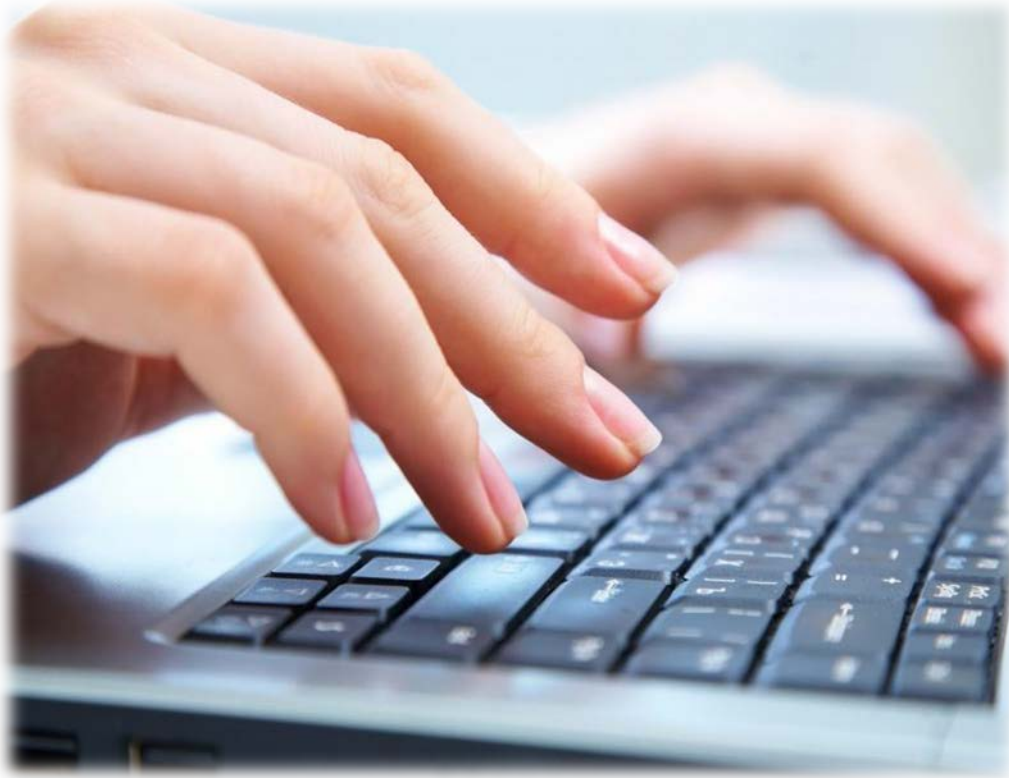
Event Tags: [Annual dinner](#), [Annual meeting](#)

Venue [Zoom](#)

Organizers

[Denise VanDyke](#) & [Karen Odenthal](#)

Annual Verified Statement of Economic Interest



Oregon Government Ethics Commission
3218 Pringle Rd SE, Ste 220
Salem OR 97302-1680
Phone: 503-378-5105
www.oregon.gov/OGEC

ANNUAL VERIFIED STATEMENT OF ECONOMIC INTEREST HANDOUT

The Oregon Government Ethics Commission (Commission) has been informed that you are a public official who is required by ORS 244.050 to electronically file a Statement of Economic Interest (SEI). The governing body you serve has provided us with your name, position, and email address. You will have 30 days from the date you receive a system-generated email from the Oregon Government Ethics Commission (Commission) to create a username, password and confirm your pre-filled personal profile information is correct and electronically submit to the Commission.

During the filing period, failure to complete and electronically file by the final filing date may subject you to an automatic civil penalty of \$10.00 for each of the first 14 days the SEI is late and \$50.00 for each day thereafter, up to a maximum of \$5,000 [ORS 244.350(4)(c)].

Annual Verified Statement of Economic Interest Filing Instructions:

- ORS 244.050 specifically identifies certain public officials who are required to electronically file the SEI. Your position is one of those listed. **If you do not believe that you are required to file a SEI or if you have other questions, please call the Commission at (503) 378-5105 as soon as possible.**
- If you hold more than one position that is required to file, you will only electronically file one report.

The most common errors officials make filing are:

- (a) Failing to list all sources of household income for question 2. All sources of income exceeding 10% of the total annual household income must be listed. (*The question includes the public position you hold.*) Do not overlook the fact that a pension or social security benefit represents part of the household income. Please refer to the definition of income on page 3.
 - (b) Completing items 7 to 10 when not necessary. Please carefully read the instructions in the box. The questions need to be answered only if the conditions described in the instructions apply to your responses.
- **Please do not fail to respond to the email notification!** ORS 244.350(4)(c) prescribes assessment of a penalty of \$10 for each of the first 14 days the SEI is late and \$50 for each day thereafter that passes after the filing deadline date, up to a maximum of \$5000.
 - You are required to electronically file **no later than April 15**. Please contact the Commission at 503-378-5105 if you have questions.

STATUTORY REFERENCES

Item 4-A, ORS 244.020(7)(b)(F) – Reasonable expenses paid by any unit of the federal government, a state or local government, a Native American tribe that is recognized by federal law or formally acknowledged by a state, a membership organization to which a public body as defined in ORS 174.109 pays membership dues or a not-for-profit corporation that is tax exempt under section 501(c)(3) of the Internal Revenue Code, for attendance at a convention, fact-finding mission or trip, conference or other meeting if the public official is scheduled to deliver a speech, make a presentation, participate on a panel or represent state government as defined in ORS 174.111, a local government as defined in ORS 174.116 or a special government body as defined in ORS 174.117.

Item 4-B, ORS 244.020(7)(b)(H) – Reasonable food, travel or lodging expenses provided to a public official, a relative of the public official accompanying the public official, a member of the household of the public official accompanying the public official or a staff member of the public official accompanying the public official, when the public official is representing state government as defined in ORS 174.111, a local government as defined in ORS 174.116 or a special government body as defined in ORS 174.117.

(i) On an officially-sanctioned trade promotion or fact-finding mission; or

(ii) In officially designated negotiations, or economic development activities, where receipt of the expenses is approved in advance.

DEFINITIONS

"Business" means any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual and any other legal entity operated for economic gain. This does not include income-producing not-for-profit corporations that are tax-exempt under section 501(c) of the Internal Revenue Code with which a public official or relative of a public official is associated in a non-compensated capacity. *[ORS 244.020(2)]*

"Income" means income of any nature derived from any source, including but not limited to any salary, wage, advance, payment, dividend, interest, rent, honorarium, return of capital, forgiveness of indebtedness, retirement income, real estate transactions, inheritance income, or anything of economic value received as income including income from government sources (i.e., social security, your public salary, etc.). *[ORS 244.020(9)]*

"Honorarium" means a payment or something of economic value given to a public official in exchange for services upon which custom or propriety prevents the setting of a price. Services include, but are not limited to, speeches or other services rendered in connection with an event. *[ORS 244.020(8)]*

"Person" means, for purposes of this form, (a) the public official required to file a Statement of Economic Interest and (b) an individual, corporation, partnership, joint venture, and any other similar organization or association.

"Member of Household" means any person who resides with the public official. *[ORS 244.020(11)]*

Questions requiring disclosure:

1. **BUSINESS OFFICE OR DIRECTORSHIP; BUSINESS NAME:**

- A. If you or a member of your household were an officer or director of a business (*see definition of "business"*) during **2018**, please indicate that information below. (*These would be personal business ventures, not the public position you hold. Items A and B may be the same and Item B may be subsidiary of parent company listed in Item A for example.*) **[ORS 244.060(1) & (2)]**

You will list the **Business Name**, the **Title of Office**, **Business Address**, **Held by Whom**, and a **Description of the Business**.

- B. List the names under which you or members of your household did business (*see definition of "business"*) during **2018**:

You will list the **Business Name**, the **Title of Office**, **Business Address**, **Held by Whom**, and a **Description of the Business**.

2. **SOURCES OF INCOME:** Identify the sources of income (*See definition of "income"*) received by you or a member of your household, who is 18 years of age or over, during the **2018** calendar year that produced 10% or more of the total annual household income. (*Your business would be a source, not the individual clients of your business.*) **[ORS 244.060(3)]**

You will list the **Name of the Source**, **Address of the Source**, and a **Description of the Source**. For example: *Salem Hospital, 1234 Oak St., Salem OR; Husband's salary.*

3. **REAL PROPERTY:** List all real property (*residential, commercial, vacant land, etc.*) in which, during **2018**, you or a member of your household had any ownership interest, any option to purchase or sell, or any other right of any kind in real property, including a land sales contract, **located within the geographical boundaries of the public entity you serve**. (*Boundaries for legislators, or filers from state agencies, boards, commissions or institutions would be the state borders. Boundaries for local filers would be the limits of the city, county or district you serve.*) **[ORS 244.060(4)(a)]** **Do not list your principal residence.** **[ORS 244.060(4)(b)]**

You will list a **Description of the real property** and **Address**.

4. **OFFICE RELATED EVENTS:**

- A. List the amount of any expenses with an aggregate value exceeding \$50 provided to you during **2018** when participating in a convention, mission, trip, or other meeting as described in ORS 244.020(7)(b)(F), (*see reference*), which is an exception to gift restrictions. (*Do not list expenses that were paid by the public body you represented.*) **[ORS 244.060(5)]**

You will list the **Date**, **Organization Name**, **Address**, **Nature of Event** and **Amount**.

Any organization, unit of government, tribe or corporation that provides a public official with expenses with an aggregate value exceeding \$50 for an event described in ORS 244.020(7)(b)(F) shall notify the public official in writing of the amount of the expense. The organization, unit, tribe or corporation shall provide the notice to the public official within 10 days after the date the expenses are incurred. This notification may be uploaded when filing.

4. **OFFICE RELATED EVENTS continued:**

B. List the amount of any expenses with an aggregate value exceeding \$50 provided to you during **2018** when participating in a mission, negotiations, or economic development activities described in ORS 244.020(7)(b)(H), (*See reference*), which is an exception to the gift restrictions. (*These events are those that were officially sanctioned or designated by your public body. Do not list expenses that were paid by the public body you represented.*) **[ORS 244.060(6)]**

You will list the **Date, Organization Name, Address, Nature of Event** and **Amount**.

5. **HONORARIA:** List all honoraria (*see definition*) allowed in ORS 244.042, with a value exceeding \$15, received by you or a member of your household during **2018**. **[ORS 244.060(7)]**

You will need the **Date, Organization Name, Nature of Event** and **Amount**.

Under ORS 244.100(2) any person that provides a public official or candidate, or a member of the household of the public official or candidate, with an honorarium or other item allowed under ORS 244.042 with a value exceeding \$15 shall notify the public official or candidate in writing of the value of the honorarium or other item. The person shall provide the notice to the public official or candidate within 10 days after the date of the event for which the honorarium or other item was received.

6. **SHARED BUSINESS WITH LOBBYIST:** List the name of any compensated lobbyist who was associated with a business with which you or a member of your household was also associated during **2018**. (*Example: The public official or household member is an employee or owner of a private company that also employs a lobbyist. Owning stock in a publicly traded company in which the lobbyist also owns stock is not a relationship that requires disclosure.*) **[ORS 244.090(1)]**

You will need the **Name of the Lobbyist**, the **Name of the Business** and the **Type of the Business**.

PLEASE NOTE – Do NOT answer items 7, 8, 9, and 10 unless the source of the interest is derived from an individual or business that has a legislative or administrative interest or that has been doing business, does business or could reasonably be expected to do business with the governmental agency of which you hold an official position or over which you exercise any authority.

"Legislative or administrative interest" means an economic interest, distinct from that of the general public in any matter subject to the decision or vote of the public official acting in the public official's capacity as a public official.

7. **INCOME OF \$1,000 OR MORE:** Respond only if you or a member of your household received a source of income exceeding an aggregate amount of \$1,000 during **2018**, and that income was derived from an individual or business that has been doing business, does business, or could reasonably be expected to do business with, or has a legislative or administrative interest in the governmental body you serve. **[ORS 244.060(8)]**

You will need to report the **Income Source, Address** and **Description**.

8. **DEBT OF \$1,000 OR MORE:** Respond only if you or a member of your household owed a debt of \$1,000 or more to a person (*see definition of "person"*) during **2018**, and that debt involved an individual or business that did business with, or reasonably could be expected to do business with, or had a legislative or administrative interest in the public body you serve. (*Note: Do not list loans from state or federally regulated financial institutions (banks, etc.) or retail credit accounts and do not list the amounts owed.*) **[ORS 244.070(1)]**

You will need to list the **Name of Creditor, Date of Loan, and Interest Rate of Loan.**

9. **BUSINESS INVESTMENT OF MORE THAN \$1,000:** Respond only if you or a member of your household had a personal, beneficial interest or investment in a business (*see definition of "business"*) of more than \$1,000 during **2018**, if the investment involved an individual or business that did business with or reasonably could be expected to do business with, or had a legislative or administrative interest in the public body you serve. (*Note: Do not list the amount of the investment. Do not list individual items in a mutual fund or blind trust, or a time or demand deposit in a financial institution, shares in a credit union, or the cash surrender value of life insurance.*) **[ORS 244.070(2)]**

You will list the **Business Name, Address, and a Description of the Business.**

10. **SERVICE FEE OF MORE THAN \$1,000:** Respond only if **you** (*not your business*) received a fee of more than \$1,000 in **2018** from a person (*see definition of "person"*) for whom you performed a service, if the service involved an individual or business that did business with, or reasonably could be expected to do business with, or had a legislative or administrative interest in the public body you serve. (*Do not list fees if you are prohibited from doing so by law or a professional code of ethics.*) **[ORS 244.070(3)]**

11. **VERIFICATION:** Under penalties for false swearing/false affirmation, I declare that the information submitted in this electronic filing is, to the best of my knowledge and belief, true, accurate, and complete.

As with other provisions in Oregon Government Ethics law, it is each public official's personal responsibility to ensure they comply with the requirements to complete and electronically submit the SEI by April 15.

If you have any questions regarding the Annual Verified Statement of Economic Interest or the Oregon Government Ethics Commission, please call or email the Commission staff.

Oregon Government Ethics Commission
3218 Pringle Rd SE, STE 220
Salem, OR 97302-1680
Phone: 503-378-5105
Website: www.oregon.gov/OGEC
Email: ogec.mail@oregon.gov

TO: MAYOR WYTOSKI AND CITY COUNCIL MEMBERS

**THROUGH: ROCHELLE ROADEN
CITY MANAGER**

**FROM: STEPHEN SAGMILLER
PUBLIC WORKS DIRECTOR**

SUBJECT: PUBLIC WORKS ACTIVITIES REPORT JANUARY 2021

Water:

Meter replacement
Regulatory Samples bi weekly
Treatment plant maintenance
Daily rounds
Work orders
Locates
Meter reading
Meter Re Reads
Turn ons / turn offs
Water Report to Lafayette
Water report to State
Emergency shut offs (various)
Receive chemicals at Treatment Plant
Check chlorine feed daily
Prep for chlorine generator installation

Wastewater:

Regulatory Samples bi weekly
Daily Rounds
Check operation of lift stations daily
Locates
DMR to DEQ
Lift station maintenance

Parks:

Dump garbage all parks
Clean Restrooms at park daily

Facilities:

Fire extinguisher checks
Dump garbage at CC
Repairs on shops gate

Storm water:

Locates

Streets:

Street sweeping
Dump garbage on Ferry

Misc:

Meeting with Zippy
Interviews and Hiring

TO: MAYOR WYTOSKI AND CITY COUNCIL MEMBERS

THROUGH: ROCHELLE ROADEN, CITY MANAGER

FROM: CYNDI PARK, LIBRARY DIRECTOR

SUBJECT: LIBRARY ACTIVITIES REPORT JANUARY 2021

We're still waiting for Yamhill County to no longer be classified as "Extreme" risk for COVID. Until then we have decided to not place any items out for people to pick up other than items that are placed on hold. Once the risk level is lower grab and go craft kits will once again be out for people to pick up from the red bin. I have had time to chat with librarians at other small libraries all over the country recently and I have a bunch of ideas that are easy for us to assemble and have been popular with patrons at other locations.

We've got a pretty smooth process going for holds pickups now. We're seeing increases in the numbers of people using the service and the number of items being ordered week over week. Other small rural libraries have had success offering different kits for patrons to check out. One of the first ones I am going to offer is an Origami kit. It will contain an instructional DVD and booklet, origami paper, and some Japanese candy and tea in a zippered poly envelope. Patrons will only return the DVD and manual in the envelope and get to keep/use the rest. It will cost the library around \$0.53 to refill the kit each time it goes back out. I am also going to make an at-home story time kit for babies and toddlers. Patrons will keep the scarves and egg shakers and return the DVD and books inside. I'll update you on how this trial run goes soon!

STAFF REPORT

TO: Honorable Mayor and City Councilors
 Through: Rochelle Roaden, City Manager
 From: Isaac Sullens, Code Enforcement Officer
 Subject: Code Enforcement Activities Report January 2021
 Date: January 26, 2021

* Please Note: There is no Code Enforcement data for November and December 2020, due to the resignation and rehire of the code enforcement/building permit specialist position.

Type of Violation	January 2021*	October 2020	September 2020	August 2020	July 2020
Animals	3	3	0	0	6
Building	1	1	6	0	3
Burning	0	0	0	0	0
Clear vision	2	0	1	3	0
Encroachment	0	0	0	0	0
Junk	12	3	9	5	10
Noise	1	5	1	0	1
Noxious Vegetation	0	0	0	11	21
Parking	19	3	4	0	1
Attractive Nuisance	0	0	1	1	0
Posting	0	10	0	0	0
RV	0	0	0	0	2
Sidewalks	0	0	0	5	3
Towed	0	0	0	1	0
Land Use	2	4	3	6	4
Citations Issued	2	0	0	0	0
Right-of-Way	13	16	1	10	15
Other	0	0	0	0	4
TOTAL	55	45	26	42	70



**Yamhill County Sheriff's Office
Crime Summary for DAYTON
From 12/1/2020 to 12/31/2020**

City	UCR Description	12/2/2019 to 1/1/2020	12/1/2020 to 12/31/2020	Percentage Change	YTD	Prior Year
DAYTON						
Part 1						
	Aggravated Assault	1	0		3	5
	Arson	0	0		1	2
	Burglary-Business	0	0		5	1
	Burglary-Non-Residence	0	1		4	5
	Burglary-Residence	0	0		2	4
	Larceny	2	4	100.00 %	43	50
	Motor Vehicle Theft-Auto	1	0		5	13
	Rape	0	0		1	1
	Robbery	0	0		1	1
	Part 1 Total	4	5	25.00 %	65	82
Part 2						
	All Other	2	0		12	13
	Animal Problems	0	1		1	
	Disorderly Conduct	1	0		5	4
	Drug Laws	0	1		12	13
	DUII	0	0		12	8
	Family Offenses	0	0			1
	Forgery	0	0		3	3
	Fraud	0	0		4	3
	Liquor Laws	0	0		1	
	Runaway	1	0		4	4
	Sex Offenses	0	0		1	5
	Simple Assault	1	1		22	30
	Stolen Property	0	0		5	4
	Trespass/Prowler	1	0		17	22
	Vandalism	2	0		18	21
	Weapons	0	0		5	8
	Part 2 Total	8	3	-62.50 %	122	139
	Total For DAYTON	23	15	-34.78 %	371	407

Report run date: 1/4/2021



**Yamhill County Sheriff's Office
Crime Summary for DAYTON
From 12/1/2020 to 12/31/2020**

City	UCR Description	12/2/2019 to 1/1/2020	12/1/2020 to 12/31/2020	Percentage Change	YTD	Prior Year
DAYTON						
Part 3						
	All Other	2	3	50.00 %	57	56
	Non-Reportable Offenses	9	4	-55.56 %	127	130
	Part 3 Total	11	7	-36.36 %	184	186
	Total For DAYTON	23	15	-34.78 %	371	407