

**AGENDA
DAYTON CITY COUNCIL
REGULAR SESSION MEETING**



DATE: MONDAY, MAY 1, 2023
TIME: 7:15 PM
PLACE: DAYTON CITY HALL ANNEX – 408 FERRY STREET, DAYTON, OREGON
VIRTUAL: ZOOM MEETING – ORS 192.670/HB 2560

You may join the Council Meeting online via Zoom Meeting at: <https://us06web.zoom.us/j/81383974969>
or you can call in and listen via Zoom: 1 346 248-7799 or 1 720 707-2699

Dayton – Rich in History . . . Envisioning Our Future

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PAGE #</u>
A.	CALL TO ORDER & PLEDGE OF ALLEGIANCE	
B.	ROLL CALL	
C.	APPEARANCE OF INTERESTED CITIZENS	
	The public is encouraged to relay concerns and/or comments to the City Council in one of the following methods:	
	<ul style="list-style-type: none">• Email – any time up to 5:00 p.m. the day of the meeting to myork@daytonoregon.gov. The Mayor will read the comments emailed to the City Recorder.• Appear in person – if you would like to speak during public comment, please sign-up on the sign-in sheet located on the table when you enter the Council Chambers.• Appear by Telephone only – please sign up prior to the meeting by emailing the City Recorder at myork@daytonoregon.gov. (The chat function is not available when calling by phone into Zoom.)• Appear virtually via Zoom – once you are in the meeting, send a chat directly to the City Recorder, Melissa York, use the raise hand feature in Zoom to request to speak during public comment. The City Recorder will need to your first and last name, address and contact information (email or phone number) before you are invited to speak.	
	When it is your turn, the Mayor will announce your name and your microphone will be unmuted.	
D.	ACTION ITEMS	
	1. League of Oregon Cities Training – High Functioning City Councils – presented by Robin Klein, LOC Asst. General Counsel	01-42
	2. Approval of Resolution 22/23-11 Surplus Equipment	43-48
	3. Acceptance of Resignation by Judge Terrence Mahr	49-50
	4. Approval of Resolution 22/23-12 Professional Services Agreement for Municipal Court Judicial Services with Judge Larry J. Blake, Jr.	51-60
E.	CITY COUNCIL COMMENTS/CONCERNS	

F. INFORMATION REPORTS

61-88

1. City Manager's Report

G. ADJOURN

Posted: April 26, 2023

By: Melissa A. York, City Recorder

NEXT MEETING DATES

Budget Meeting, Monday, May 15, 2023 6:30 p.m.

Budget Meeting, Monday, May 22, 2023 6:30 p.m. (if needed)

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

City of Dayton
May 2023

**How to Achieve a High Functioning
City Council
&
Public Meetings Overview**

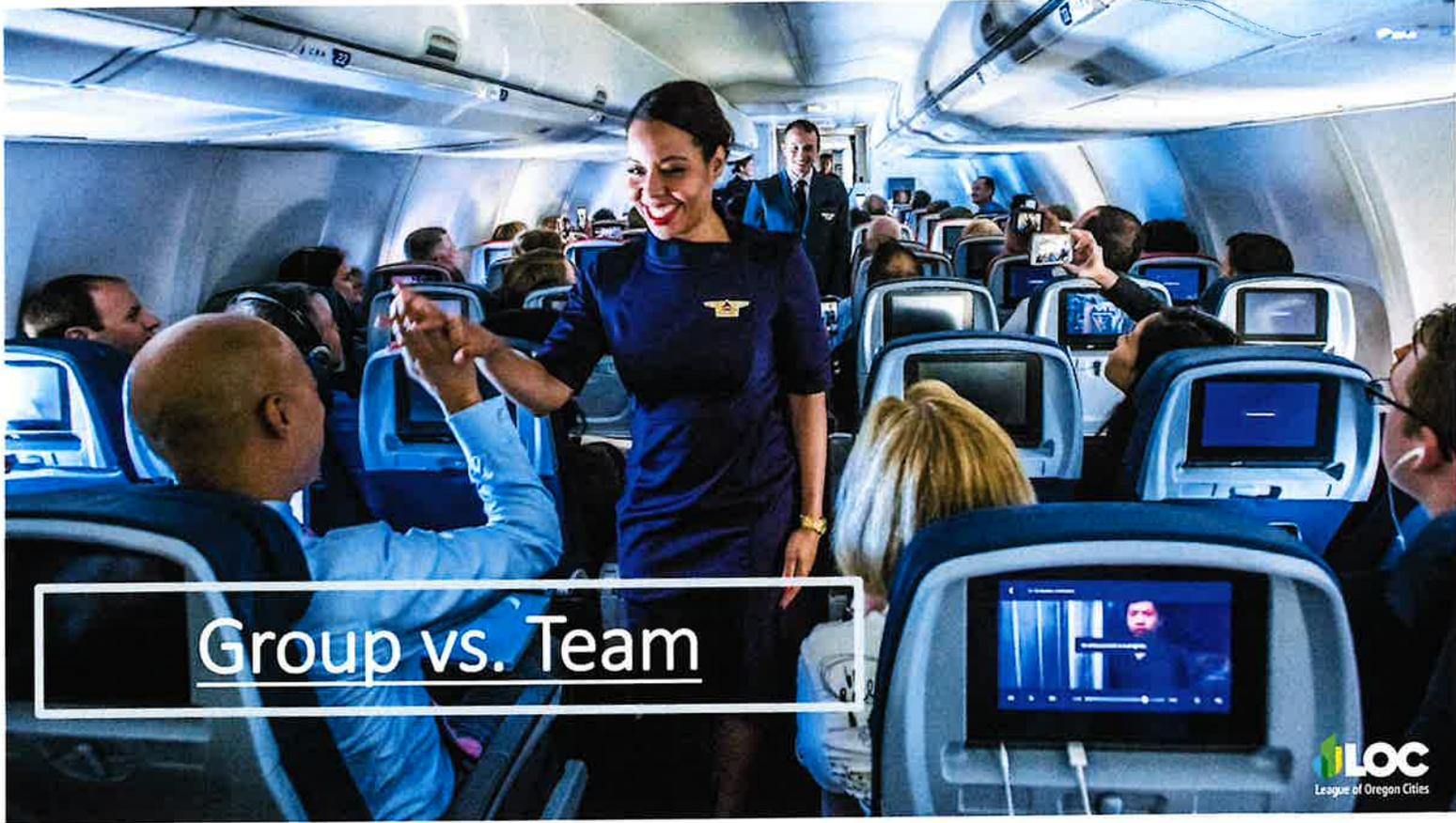


Topics Covered

1. High Functioning Council

- Group vs. Team
- 8 Habits of Effective City Councils
- Roles of City Council and Staff
- The Importance of Communication

2. Public / Serial Meetings



Group vs. Team

Group vs. Team

Group

- ▶ Consists of people who are **independent** of each other and each member has a different set of tasks.
- ▶ Because members work individually, their work product is also valued independently.

Team

- ▶ Consists of people and tasks that are **interdependent** and rely on each other.
- ▶ People are dependent on one another, share responsibilities and are judged as a collective.
- ▶ Buy into the theory of governance.



Building a Team

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Team Principles

1. Shared Understanding
2. Shared Ownership
3. Everyone Contributes
4. Room for Everyone to Express Ideas & Opinions
5. No Person Feels Threatened by Conflict
6. Atmosphere of Trust & Encouragement
7. Participative Decision-Making

8 Habits of Highly Effective Councils (a.k.a. Teams)

1. Think and Act Strategically
2. Understand and Demonstrate Teamwork
3. Define Roles and Responsibilities
4. Consistently Evaluate Policy Implementation
5. Allocate Time Appropriately
6. Adopt, Apply, Adhere to Rules of Procedure
7. Seek Objective Assessments
8. Continuing Education





Strategic Goals

Our Strategic Plan has five goals, which reflect the City's Mission and Vision.

- Keep Citizens Safe
- Provide Cooperative Shared Leadership Involving Council, Staff and Community
- Encourage Economic Opportunities
- Facilitate Sustainable, Manageable Growth
- Maintain, Operate and Expand our Infrastructure to Meet Community Needs

Think & Act Strategically

City of Dayton Strategic Plan Goals 2022-2023

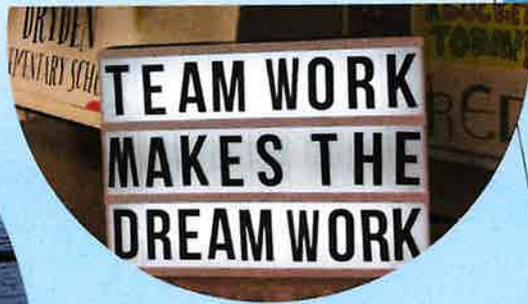
Priority Ratings:

- 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

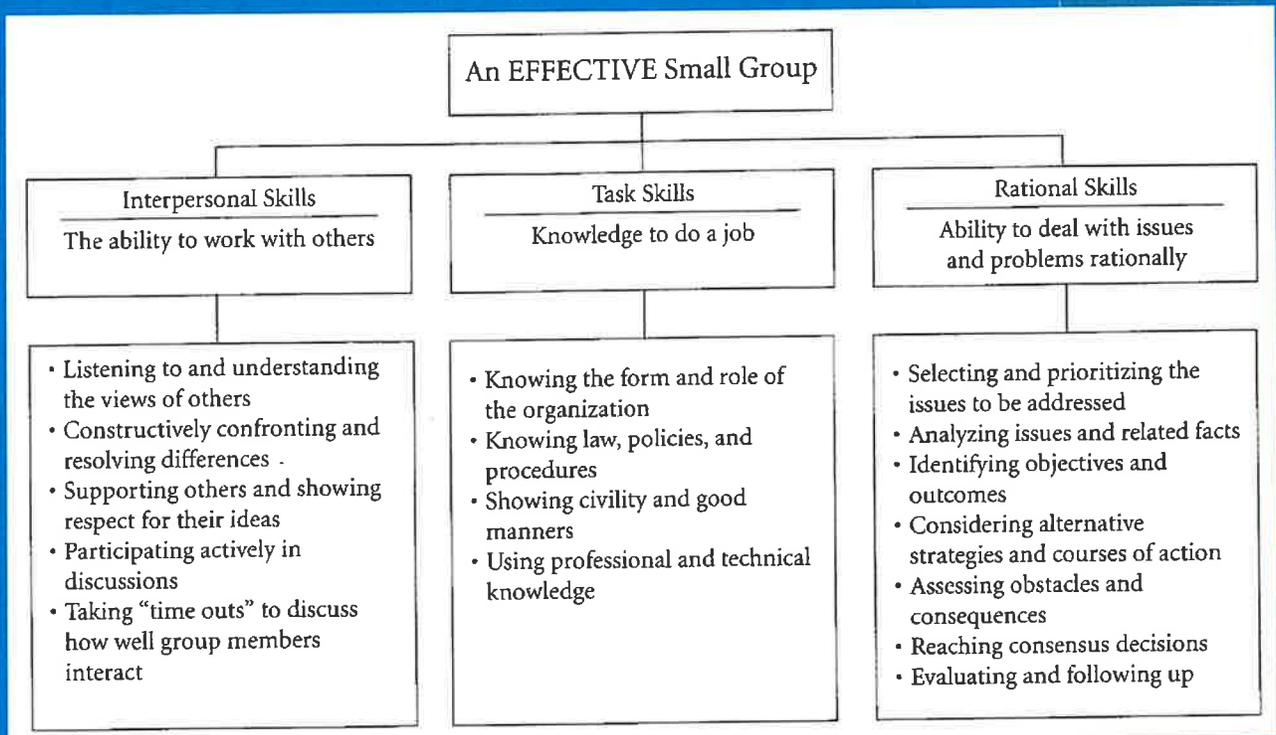
Goal A: Develop and Maintain Resilient Infrastructure to Support Operations and Meet Growth

▶ Priority 1 Ratings Only Listed:

- ▶ Complete Sidewalk Improvements on Ferry Street - 9th to Flower Lane
- ▶ Develop 5-year plan consisting of finance strategy, design, and construction for the building of new City Hall and Library in 35 years.
- ▶ Evaluate funding models for establishing pavement management program.
- ▶ Design and permitting on utility bridge with infrastructure upgrades.
- ▶ Complete sewer rate study.



Understand
& Demonstrate
Teamwork



Master Small-Group Decision Making



What's
My Role
?



3

Define Roles
& Responsibilities

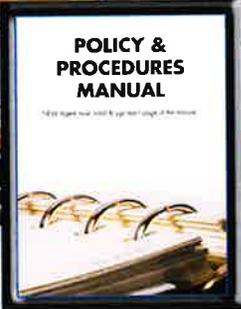
Form of Government: Council-Manager

- City Council
- Mayor
- Council President
- City Manager
- City Staff
- Citizens

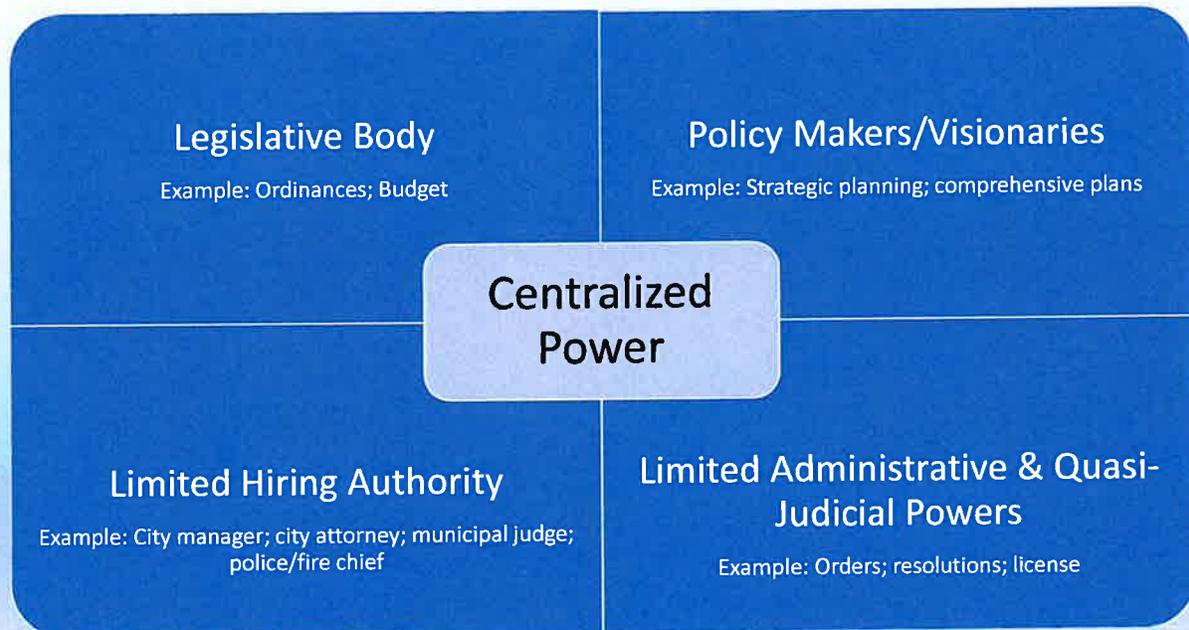


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City Council



City Councils - Generally

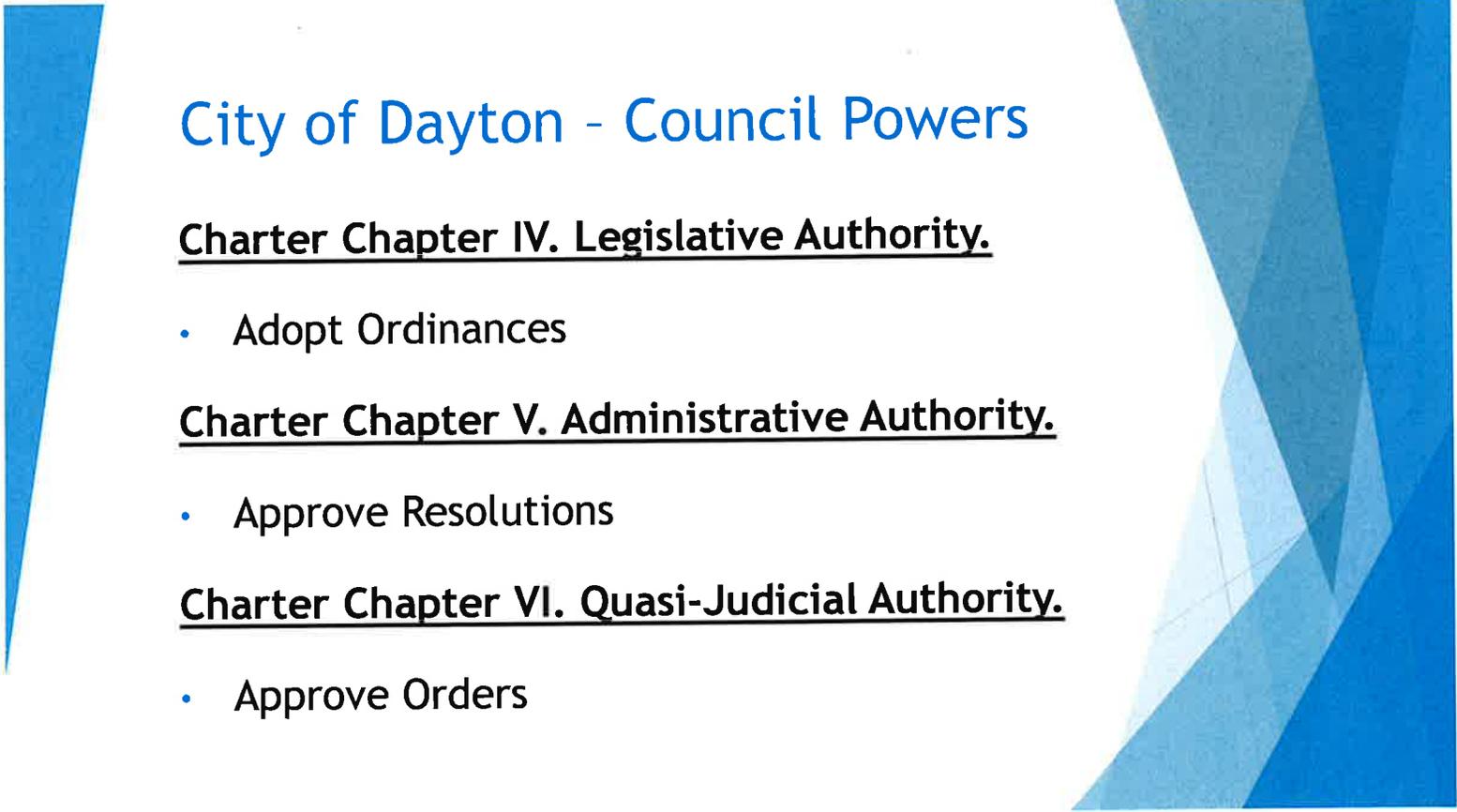


City of Dayton - Council

Charter. Chapter III. Section 7 - Council. The Council consists of a mayor and six councilors nominated and elected from the city at large.

Charter. Chapter III. 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.

City Code - [1.05.03](#). Councilor Duties.



City of Dayton - Council Powers

Charter Chapter IV. Legislative Authority.

- Adopt Ordinances

Charter Chapter V. Administrative Authority.

- Approve Resolutions

Charter Chapter VI. Quasi-Judicial Authority.

- Approve Orders

Mayors, Generally



Public Face of Community

- Represent city at events
- Council spokesperson

Presiding Officer

- Keeps order
- Sets agendas
- Appoints committee members
- Signs documents

Chief Facilitator

- Facilitates discussions between councilors
- Facilitates dialogue between council and manager

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City of Dayton - Mayor

- Charter. Chapter III - Section 8. Mayor - The mayor presides 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.
- City Code. [1.05.01](#). Mayor Duties

Council President, Generally



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- Acts as the Mayor when the Mayor is absent.
- In some cities, the Council President is elected to represent and be the head of the Councilors.
- Depending on charter or council rules, some Council Presidents retain authority to vote when acting as Mayor.

City of Dayton - Council President

- **Charter Chapter III. 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.
- **Dayton City Code. 1.05.02. Council President Duties.**

City Managers, Generally

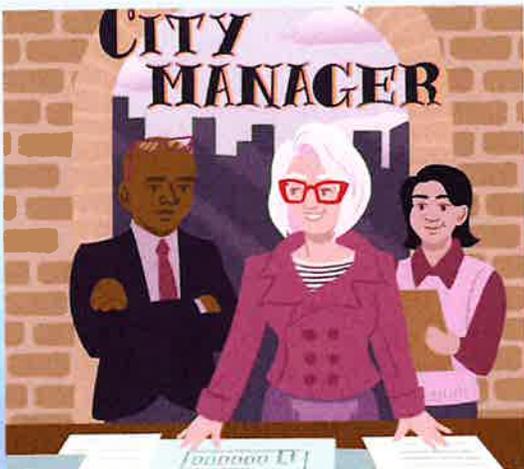


Photo Credit: The Balance Careers

Chief Executive Officer of the City

- Manages the city and its personnel
- Recruits, hires, supervises and terminates city employees
- Prepares the budget (or oversees its preparation) for the council's consideration
- Responsible for ensuring the council's vision and strategic plans are brought to fruition

Chief Advisor to the City Council

- Provides the council with objective information about local operations
- Provides reasoned analysis and assessments of the benefits and consequences of city council actions
- Makes policy recommendations for the council to consider

City of Dayton - City Manager

Charter Chapter VIII. Section 34. City Manager.

- Administrative head of the city government
- Responsible for administration of city governance
- Serves at the pleasure of the council
- No voting authority
- Duties outlined in charter

City Code [1.13.00](#) - City Manager Duties

COUNCIL'S SPHERE

- Community
- Political factors
- Values
- Gratification

GOVERNANCE/POLICY PROCESS

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A continuum/interaction

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M I S S I O N	G O A L S / R E S U L T S	P O L I C Y	A D M I N I S T R A T I O N	M A N A G E M E N T
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**ADMINISTRATOR/
MANAGER'S SPHERE**

- Staff and implementation
- Performance issues
- Values and expertise
- Gratification

Council-Staff Partnership

City of Dayton: Council Conduct

Council Rules and Procedure: 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.

**Consistently
Evaluate Policy
Implementation**



Photo Credit: Tomar K. Saha

Allocate (Manage) Time Appropriately



Council
Rules of
Procedure

I will follow the rules
I will fol



Photo by Unsplash Nathan o Kromard on Unsplash

City of Dayton: Council Rules and Procedure

- Resolution adopted city council rules and procedure in February 2022.
- Council Rules & Procedure, Section 15.1 - Adopts Robert's Rules of Order as a guideline

Questions

1. Do you review these rules before every meeting?
2. Does your council apply those rules every meeting?
3. Does applying the rules foster a healthy dynamic of respect and professionalism? How?
4. Who here has reviewed/consulted Robert's Rules of Order 12th Edition?

City of Dayton: Council Rules and Procedure

Section 5: Council Discussions and Decorum

- **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**
 - 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.



HOW'D WE DO?

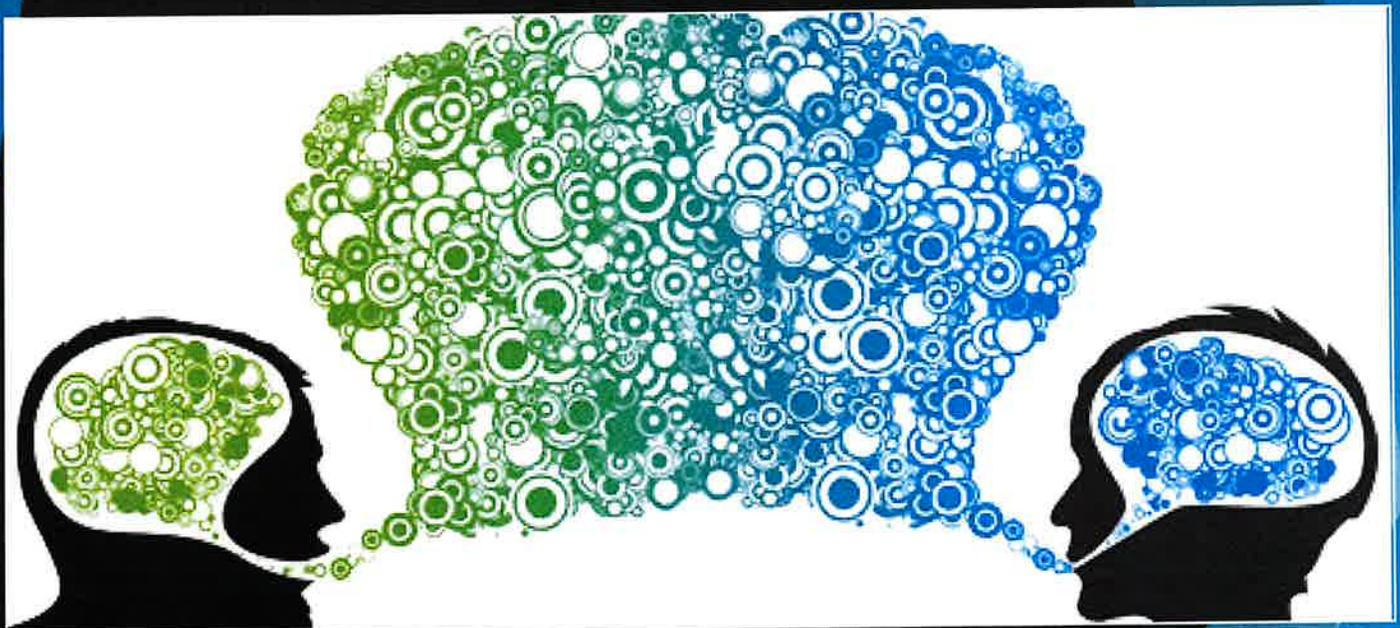
Seek Objective Assessments

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Continuing Education

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The Importance of Communication

7 Ways to Improve Communication During a Conflict



1. Focus on Behaviors and not your Interpretations
2. Avoid the use of “Always” and “Never”
3. Use “I” Statements
4. Say what you Want and not what you Don’t Want
5. Beware of Non-Verbal messages
6. Apologize for YOUR contribution
7. Give others a chance to speak

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Debate

- **Assumes** there is one right answer (and you have it)
- **Style** is combative, attempting to prove the “other side” wrong
- **Listens** to find flaws and counter argue
- **Critiques** only the other position
- **Defends** your own views at all costs
- **Encourages** searches for differences
- **Creates** a winner/loser & discourages further conversation
- **Involves** no focus on feelings, often actively seeking to belittle or offend

Dialogue

- **Assumes** others have pieces of an answer & you can craft a solution together
- **Style** is collaborative, seeks to find common understanding
- **Listens** to understand
- **Critiques** all views, including your own
- **Allows** others’ thinking to improve yours
- **Encourages** search for basic agreement
- **Creates** an open end, leaving the topic open for further discussion
- **Involves** a real concern for the other, doesn’t actively seek to alienate or offend

What is a Public Meeting?

- ▶ The convening of any governing body for which a quorum is required to make or deliberate toward a decision on any matter, or to gather information.

-  No Secret Ballots
-  Committees & Subcommittees Count
-  Applicable to Electronic & Telephonic Meetings
-  Quorum Requirements Vary Among Governing Bodies

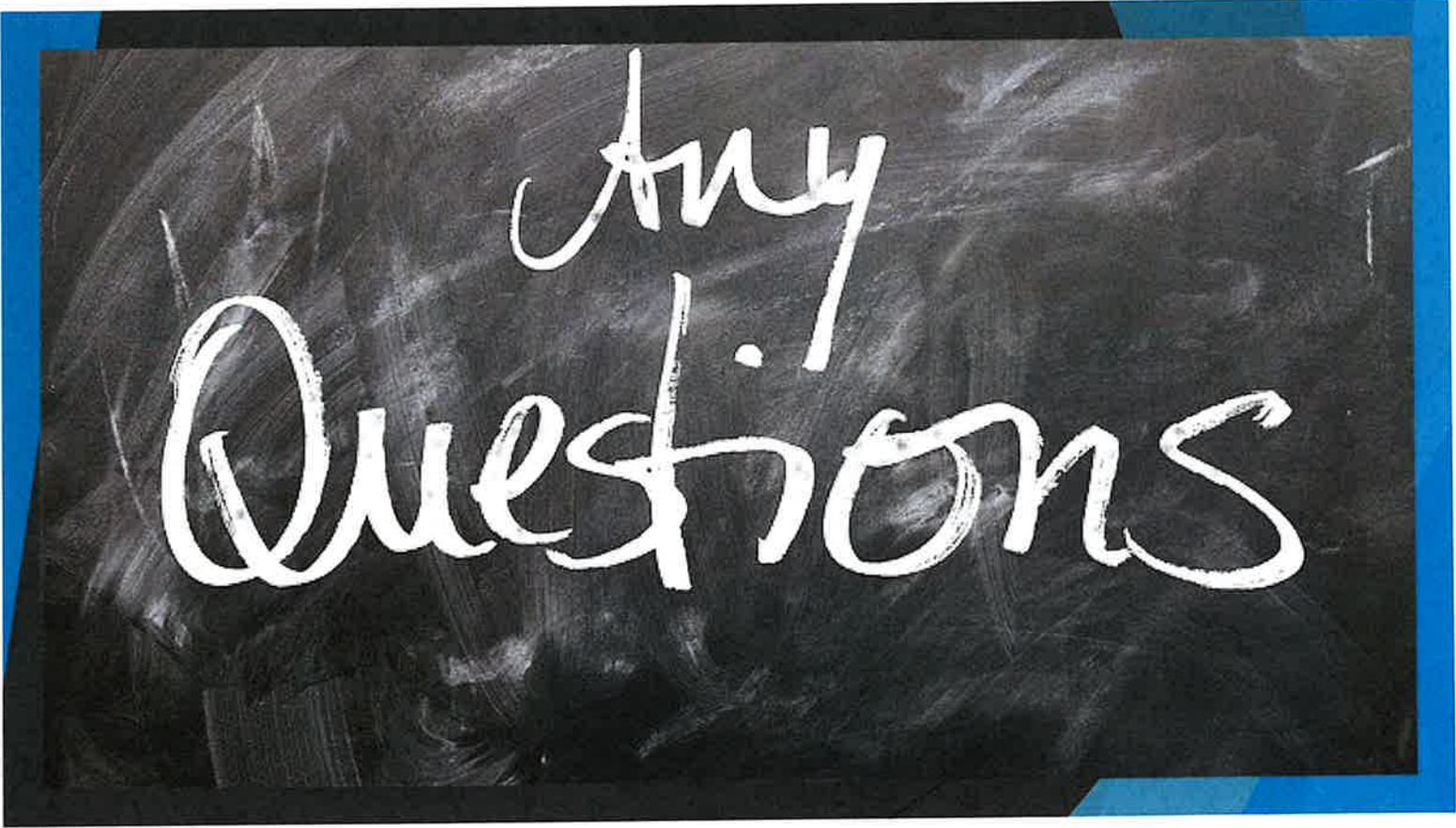
Serial Meetings



- No statute on point - this rule is made by caselaw.
 - *Handy v. Lane County* (Oregon Supreme Court, 2016)
- What is a serial meeting?
 - Sufficient number of officials to reach quorum; and
 - Topic of discussion = city decision making or information gathering; and
 - Over any time period.
- What can you do?
 - Socialize; discuss non-council items; use city manager to be the go-between
- What can you NOT do?
 - Deliberate or discuss city business when there is a quorum and that meeting/discussion has not been publicly noticed.
 - Cannot “reply all” on city business emails

City of Dayton: Local Rules

- ▶ **Council Rules & Procedure, Section 5.4 - Public Comment**
 - ▶ Sign-up forms at each meeting
 - ▶ Speaker must address presiding officer; states name/address prior to comments
 - ▶ “May limit comments to 3 minutes”
 - ▶ Comments directed to agenda/discussion item
 - ▶ Comments directed to presiding officer representing council
 - ▶ Public comment is NOT interactive discussion with council

A chalkboard with the text "Any Questions?" written in white chalk. The text is written in a cursive, handwritten style. The word "Any" is on the top line, and "Questions?" is on the bottom line. The chalkboard has a dark, textured surface with some faint, illegible markings. The entire image is framed by a blue border.

Any
Questions?

League of Oregon Cities

Call: (503) 588-6550

Email:

Robin Klein: rklein@orcities.org



To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: Approval of Resolution 22/23-11 Equipment Surplus
Date: May 1, 2023

Background Information:

In preparation for the May Clean-up week, city staff has been putting together a list of retired/nonfunctioning equipment that needs to be surplus. Attached is a listing of the items with photos.

City Manager Recommendation: I recommend approval of Resolution 22/23-11.

Potential Motion Verbiage: “I move to approve Resolution 22/23-11 a Resolution Declaring Certain Property as Surplus & Authorizing its Transfer, Sale, or Other Disposition.”

City Council Options:

- 1 – Move approval of Resolution 22/23-11.
- 2 – Move approval of Resolution 22/23-11 with amendments.
- 3 – Take no action and direct Staff to do more research and bring more options back to the City Council at a later date.

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**RESOLUTION 22/23-11
CITY OF DAYTON, OREGON**

A Resolution Declaring Certain Property as Surplus & Authorizing its Transfer, Sale or Other Disposition

WHEREAS, the City of Dayton owns the item listed and depicted in Exhibit A, attached hereto and by this reference made a part hereof, that is no longer needed or useful for city purposes: and

WHEREAS, the City has the authority to dispose of such property in the manner in which it deems to be in the best interest of the citizens of the community.

The City of Dayton resolves as follows:

- 1) **THAT** this item is hereby declared surplus to the needs of the City, and
- 2) **THAT** the equipment shall be disposed of at the discretion of the City Manager in the manner deemed to be in the best interests of the City; and
- 3) **THAT** this resolution shall take effect immediately upon its adoption.

ADOPTED this 1st day of **May 2023**.

In Favor:

Opposed:

Absent:

Abstained:

Trini Marquez, Mayor

Date of Signing

ATTEST:

Melissa A. York, City Recorder

Date of Enactment

Attachment - Exhibit A

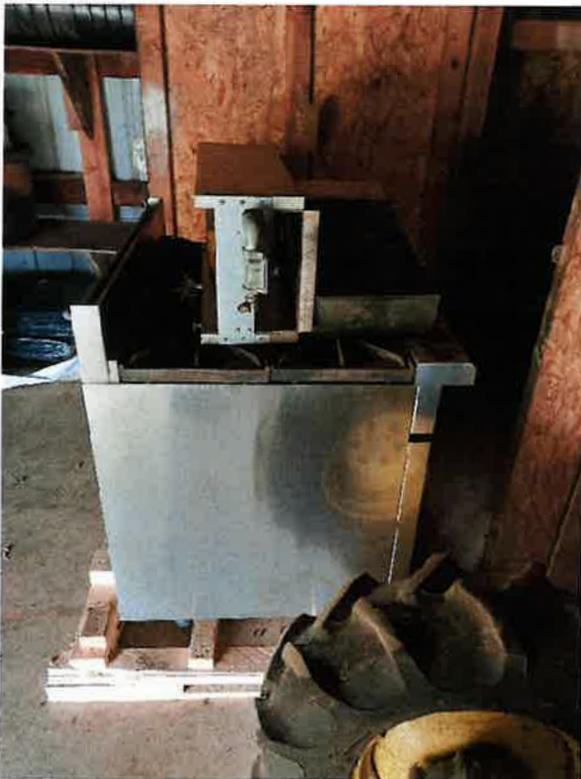
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Broken John Deere tractor, (zero trade-in value)



Theater style seats



Gas stove and griddle



Desk



Hot tub



Office desk



Computer desk



Rolling cabinet

To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: Acceptance of Judge Terrence Mahr's Resignation
Date: May 1, 2023

Background Information:

Judge Terrence Mahr with the City of Yamhill has been the Dayton Municipal Court's Judge since 2006. Judge Mahr has resigned from this position and his resignation letter is attached.

City Manager Recommendation: Accepting Judge Mahr's resignation.

Potential Motion to Approve: "I move to approve accepting Judge Terrence Mahr's resignation as the Dayton Municipal Court Judge."

City Council Options:

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

Terrence D. Mahr
1720 E. Crestview Circle
Newberg, Or 97132

April 18, 2023

Dear Mayor Marquez, Council President Maguire, Councilor Frank, Councilor Hildebrandt,
Councilor Wildhaber, Councilor Sandoval-Pere, Councilor Mackin.
C/O City Manager Rochelle Roaden

Re: Resignation as Municipal Court Judge for City of Dayton

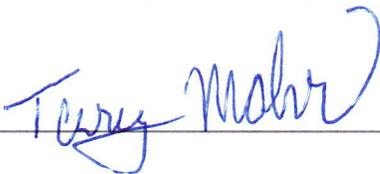
As the Municipal Judge for the City of Dayton, I have been honored and enjoyed working with the City. The staff has been excellent and very professional. I have had to withdraw from the Courts that I serve as judge for health reasons.

I certainly appreciate Judge Blake's willingness to step into this position. The City could not have chosen better. He is well experienced and respected by other municipal judges. He has considerable experience and depth in the law and code enforcement.

Please accept my resignation. I will miss working with your staff. City Manager Roaden had been very welcoming. I regret not being able to work more with City Recorder York who also serves as court clerk. She brings a lot of skills with her. I worked extensively with Patty Ringnalda and really found her a great resource. I wish her the best in her retirement.

Thanks again for allowing me to serve. I certainly appreciate the people who are willing to take their private time to volunteer for the important positions of Mayor and City Council. Your efforts really support the smaller cities in retaining the great, friendly, and rural life style that is so wonderful.

Sincerely,



Terrence D. Mahr

To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: Approval of Resolution 22/23-12 Professional Services Agreement for Municipal Court Judicial Services
Date: May 1, 2023

Background Information:

With Judge Mahr’s resignation, he recommended Judge Larry J. Blake, Jr. who currently provides judicial services to the cities of Newberg, Carlton, and Amity. City staff met with Judge Blake in March after watching his court proceedings for the Carlton municipal court.

The attached professional services agreement was reviewed by our City Attorney and has been approved by Judge Blake.

City Manager Recommendation: Approve Resolution 22/23-12.

Potential Motion to Approve: “I move to approve Resolution 22/23-12 a Resolution of the City of Dayton Authorizing the Mayor to Sign a Professional Services Agreement with Judge Larry J. Blake, Jr. for Dayton Municipal Court Judicial Services.”

City Council Options:

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

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RESOLUTION No. 22/23-12
City of Dayton, Oregon

A Resolution of the City of Dayton Authorizing the Mayor to Sign a Professional Services Agreement with Judge Larry J. Blake, Jr. for Dayton Municipal Court Judicial Services.

WHEREAS, the City of Dayton has a contract with the Yamhill County Sheriff’s Office for the provision of police services within the City; and

WHEREAS, Dayton Municipal Court will process appropriate citations issued by the deputy; and

WHEREAS, the services of Larry J. Blake Jr., Attorney, with The Law Offices of Larry J. Blake Jr., LLC, and Municipal Court Judge, are desired for Dayton Municipal Court Judicial Services; and

WHEREAS, a Professional Services Agreement between the City of Dayton and Judge Larry J. Blake, Jr. is required in order for Judge Blake to undertake these duties.

Therefore, the City of Dayton resolves as follows:

- 1) **THAT** the City Council does hereby approve and authorize the Mayor to sign the professional services agreement between the City of Dayton and Judge Larry J. Blake, Jr. for Dayton Municipal Court Judicial Services. A copy of the agreement marked Exhibit 1 is attached hereto and incorporated herein; and
- 2) **THAT** this resolution shall become effective immediately upon adoption.

ADOPTED this **1st** Day of **May 2023**.

In Favor:

Opposed:

Absent:

Abstained:

Trini Marquez, Mayor

Date Signed

ATTEST:

Melissa A. York, City Recorder

Date of Enactment

Attachment:

1. Exhibit 1 – Professional Services Agreement - Judge Larry J. Blake, Jr.

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AGREEMENT FOR MUNICIPAL JUDGE FOR THE CITY OF DAYTON

This AGREEMENT (“Agreement”) is made and entered into _____, 2023, by and between the CITY OF DAYTON, a Municipal Corporation, hereinafter called “CITY,” and Larry J. Blake, Jr., hereinafter called “JUDGE” both of whom agree as follows:

WITNESSETH

WHEREAS, the City desires to contract for the services of said JUDGE as Municipal Judge of the City; and

WHEREAS, it is the desire of the Dayton City Council to establish certain terms of employment under this Agreement with said JUDGE; and

WHEREAS, JUDGE desires to contract with City as Municipal Judge of City.

SECTION 1. CONTRACT

City hereby contracts with Larry J. Blake, Jr. as the Municipal Judge of CITY to perform the functions and duties specified in City Charter; attached hereto and incorporated by reference herein; and to perform such other legally permissible and proper duties and functions as may from time to time arise in the operation of the Court. This AGREEMENT may be modified in writing when there is agreement by both parties.

SECTION 2. DUTIES

- a. Duties include all normal duties of Municipal Judge acting in the capacity for Municipal Court. These duties include, but are not limited to, having regular arraignments, accepting pleas, conducting bench trials, issuing search or abatement warrants, presiding over jury trials as necessary, issuing orders and opinions, and conducting sentencing. It may be necessary to conduct a jury trial on a separate day from regular court day. The JUDGE also issues warrants, such as bench warrants for criminal non-appearances, search warrants, administrative warrants, and abatement warrants. The JUDGE must be available for telephone calls or video conferences to consider probable cause affidavits and other matters.
- b. JUDGE will perform work in a manner according to professional standards observed by JUDGES in the municipal court judge profession. JUDGE shall maintain membership in good standing with the Oregon State Bar.
- c. The Municipal Court Clerk assists the JUDGE with paperwork and necessary orders. The JUDGE may review court programs, court fines, court charges, and court procedures. The JUDGE may issue court orders establishing the procedure and amount of fees. The JUDGE will keep the Municipal Court Clerk apprised of changes in the law and procedures. The JUDGE, MUNICIPAL COURT CLERK and CITY PROSECUTOR will meet to review calendars and programs applicable to court operations.

- d. JUDGE shall arrange for pro-tem Judge, who shall sit and hear cases as the JUDGE's designee when the JUDGE is absent due to illness, vacation, or when conflicts arise with other court schedules in his private practice. Any individual hired for such duties shall be members of the Oregon State Bar, and in good standing. Any pro-tem judge shall also be an independent contractor and not an employee of the City and shall, in JUDGE'S absence, provide the same services listed in this AGREEMENT.
- e. The JUDGE will not represent any clients in legal matters where the City is involved including the Yamhill County Sheriff's Department, whether in Municipal Court, Yamhill County Circuit Court, or any other competent jurisdiction.

SECTION 3. CONFLICT OF INTEREST

JUDGE will disclose any actual, apparent, or potential conflict of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. In the event of potential conflict of interest due to a former attorney-client relationship between JUDGE and an accused citizen, the citizen and the City Prosecutor will be given the opportunity to waive the conflict after full disclosure. In the event a former client or the City Prosecutor declines to waive the conflict, a pro-tem Judge will handle the proceedings. A pro-tem Judge will be assigned in the event an apparent or actual conflict of interest is identified and paid for by the CITY.

SECTION 4. JUDGE STATUS/INDEPENDENT CONTRACTOR

Larry J. Blake, Jr. is a Judge and an agent of the City, and as a JUDGE, is responsible for all of JUDGE'S employees, subcontractors, and agents performing portions of this work under this AGREEMENT. Larry J. Blake, Jr. will not be considered an employee of the City of Dayton for the performance of work under this AGREEMENT. JUDGE will not be a participant in, nor be in a qualified position as defined by Oregon PERS nor with the JUDGE be eligible for any other benefits provided for CITY employees.

SECTION 5. COMPENSATION AND REPORTING

Larry J. Blake, Jr. will perform duties at the rate of \$500.00 per month.

Additional court days or night court can be added to the Court schedule. Times, dates, and additional compensation will be negotiated between the JUDGE and the City Manager.

Requests for any monthly compensation adjustments must be made to the City Manager and approved by the City Council between January and March of the given year for budgeting purposes. Any adjustment granted will go into effect at the beginning of the fiscal year (July 1.)

SECTION 6. NOTICES

All notices, bills and payments shall be made in writing and may be given by personal delivery, by mail, or email to the following:

TO: Accountant
City of Dayton
416 Ferry Street
Dayton , OR 97114
Email: dbeveridge@daytonoregon.gov

SECTION 7. COMPLIANCE WITH LAW

- a. Larry J. Blake, Jr. shall comply with all applicable federal, state, and local statutes, ordinances, administrative rules, regulations and other legal requirements in the performance of this AGREEMENT.
- b. Larry J. Blake, Jr. shall not discriminate against any individual because of race, color, religion, sex, age, national origin, physical or mental disability, disabled veteran or veteran status, or any other protected status or activity in violation of state or federal law. Larry J. Blake, Jr. will administer the Court in compliance with City policy and applicable union collective bargaining agreements.
- c. Larry J. Blake, Jr. shall comply with all requirements associated with access to and confidentiality of law enforcement data system records and categories of records protected by law which come before the Court. Larry J. Blake, Jr. shall appropriately direct Court staff and the police department with respect to such matters which come to our attention.
- d. Larry J. Blake, Jr. shall be a contract employee for all federal or state taxes applicable to any compensation or payments paid to Larry J. Blake, Jr. under this AGREEMENT. Larry J. Blake, Jr. is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid under this AGREEMENT.

SECTION 8. TERM OF AGREEMENT

This AGREEMENT shall commence on _____, 2023 and will run continuously for two years. This AGREEMENT will roll over automatically after being reviewed by the City Council.

JUDGE serves at the pleasure of the City Council. Therefore, this AGREEMENT may be terminated effective by the City at any time for convenience or by the JUDGE reason upon sixty (60) days' written notice of the party's intent to terminate. In the event this agreement is terminated, JUDGE shall receive compensation only for Services performed up to the last day of work performed as JUDGE.

SECTION 9. DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this AGREEMENT, including without limitation, the making, performance, or interpretation of this AGREEMENT or the AGREEMENT documents, shall be attempted to be settled by mediation in good faith prior to any litigation being filed. Any litigation arising under or as a result of this AGREEMENT shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees.

SECTION 10. INDEMNIFICATION AND INSURANCE

Except for the performance of judicial functions for which the CITY shall indemnify, defend, and hold JUDGE harmless, JUDGE acknowledges responsibility for any and all liability arising out of the performance of this AGREEMENT and shall hold CITY harmless from, indemnify and defend CITY for any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from JUDGE'S acts, omissions, activities or services in the course of performing this AGREEMENT.

JUDGE shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of JUDGE, CITY, its Councilors, officers, agents and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to JUDGE'S operations, in an amount not less than Two Million dollars (\$2,000,000.00) combined single limit per occurrence. Such insurance shall name CITY as an additional insured.

JUDGE shall maintain professional liability insurance as mandated by the Oregon State Bar.

JUDGE is self-employed and is responsible for any claims of workers' compensation that may arise from her self-employment in accordance with Oregon law.

JUDGE shall furnish the CITY certificates evidencing the date, amount, and type of insurance required by this AGREEMENT. All policies will provide for not less than thirty (30) days written notice to the CITY before they may be canceled.

The coverage provided by insurance required under this AGREEMENT shall be primary, and any other insurance carried by CITY shall be excess

SECTION 11. GENERAL PROVISIONS

JUDGE shall maintain the confidentiality, both external and internal, of that confidential information which JUDGE receives in their capacity as JUDGE, to the extent appropriate. This Agreement shall not be interpreted or applied to affect the proper and public sessions of the Court or proper access to judicial proceedings and Court records not under seal.

JUDGE shall not use any data, pictures, or other representations of the CITY in JUDGE'S external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the CITY.

JUDGE shall furnish to City JUDGE'S employer identification number, as designated by the Internal Revenue Service or JUDGE'S Social Security number.

The AGREEMENT shall be governed by the laws of the State of Oregon. The venue shall be in Yamhill County, Oregon.

Neither CITY nor JUDGE shall assign or transfer their interest or obligation hereunder in this AGREEMENT without the written consent of the others. Except as otherwise provided above, JUDGE must seek and obtain CITY'S written consent before subcontracting any part of the work required of JUDGE under this AGREEMENT. Any assignment, transfer, or subcontract attempted in violation of this subparagraph shall be void.

All work, including but not limited to documents, drawings, papers, computer programs, and photographs, performed or produced by JUDGE under this AGREEMENT shall be the property of CITY. JUDGE shall retain all books, documents, papers, and records that are directly pertinent to this AGREEMENT for at least ten years after CITY makes final payment on this AGREEMENT and all other pending matters are closed.

This AGREEMENT shall not create any rights in, or inure to the benefit of, any party other than the CITY and JUDGE.

The AGREEMENT incorporates, without limitation, standard contract clauses that are required in every public contract in accordance with the Oregon Revised Statutes Chapter 279B and in particular the provisions of ORS 279B.220, 279B.225, 279B.230 and 279B.235. As such, to the extent applicable under State law, these paragraphs apply to this Agreement. This Agreement hereby incorporates by reference any other standard contract clauses required by federal, state, and local laws, ordinances, and regulations.

If any provision of this AGREEMENT is held to be invalid, it will not affect the validity of any other provision. This AGREEMENT will be constructed as if the invalid provision had never been included.

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

This AGREEMENT contains the entire contract between the parties and supersedes all prior written or oral discussions or contracts regarding the same subject.

IN WITNESS WHEREOF, the City of Dayton has caused this AGREEMENT to be signed and executed in its behalf by its City Council and duly attested by its City Recorder, and JUDGE has signed and executed the AGREEMENT, both in duplicate, the day and year first above written.

CITY OF DAYTON:

JUDGE:

By: _____
Trini Marquez, Mayor

By: _____

ATTESTED:

By: _____
Melissa A. York, City Recorder

**City of Dayton
Budget vs Actual for FY 2022-23
as of March 31, 2023**

		07/22-09/23	07/22-06/23	YTD	2021-22
		Cur YTD	Cur Year	% of	Pri Year
		Actual	Budget	Budget	Actual
GENERAL FUND	Revenue	983,914	842,592	116.8%	1,062,669
Admin	Personnel Services				
	Salaries	54,780	76,990	71.2%	71,346
	Benefits	33,182	38,368	86.5%	38,415
	Material and Services	68,947	85,903	80.3%	74,328
	Capital Outlay	860	16,000	5.4%	32,549
	Total Administration	157,770	217,261	72.6%	216,639
Parks	Personnel Services				
	Salaries	59,642	64,266	92.8%	76,173
	Benefits	33,994	32,027	106.1%	43,303
	Material and Services	49,729	63,349	78.5%	47,420
	Capital Outlay	11,030	21,250	51.9%	18,448
	Total Parks	154,394	180,892	85.4%	185,343
Library	Personnel Services				
	Salaries	43,684	57,676	75.7%	55,060
	Benefits	23,770	28,743	82.7%	27,566
	Material and Services	21,583	42,361	50.9%	20,629
	Capital Outlay	531	2,500	21.2%	1,232
	Total Library	89,568	131,280	68.2%	104,487
Planning	Personnel Services				
	Salaries	29,605	36,057	82.1%	24,417
	Benefits	13,506	17,969	75.2%	14,426
	Material and Services	53,477	48,836	109.5%	52,078
	Capital Outlay	0	1,000	0.0%	0
	Total Planning	96,588	103,862	93.0%	90,922
Building	Personnel Services				
	Salaries	24,379	33,438	72.9%	20,514
	Benefits	12,154	16,664	72.9%	12,448
	Material and Services	26,990	61,044	44.2%	64,633
	Capital Outlay	0	1,250	0.0%	0
	Total Building	63,523	112,396	56.5%	97,594
	Transfers	0	25,000	0.0%	25,000
	Contingency	0	0	0.0%	0
	Unappropriated Ending Fund Balance	0	71,901	0.0%	0
	Total Fund 100 Revenue	983,914	842,592	116.8%	1,062,669
	Total Fund 100 Expenses	561,842	842,592	66.7%	719,985
	General Fund Balance	422,072			342,684

City of Dayton
Budget vs Actual for FY 2022-23
as of March 31, 2023

	07/22-09/23 Cur YTD Actual	07/22-06/23 Cur Year Budget	YTD % of Budget	2021-22 Pri Year Actual
LOCAL OPTION TAX				
Revenue	357,144	340,884	104.8%	386,912
Personnel Services				
Salaries	36,500	49,002	74.5%	38,801
Benefits	19,484	24,420	79.8%	23,077
Material and Services	180,508	264,945	68.1%	239,817
Capital Outlay	69	1,250	5.6%	617
Total	236,562	339,617	69.7%	302,311
Contingency	0	1,267	0.0%	0
Total Fund 101 Revenue	357,144	340,884	104.8%	386,912
Total Fund 101 Expenses	236,562	340,884	69.4%	302,311
Local Option Tax Fund Balance				84,600
Transient Lodging Fund				
Revenue	462,106	456,019	101.3%	393,770
Personnel Services				
Salaries	0	30,000	0.0%	0
Benefits	0	14,951	0.0%	0
Material and Services	2,629	59,618	4.4%	2,083
Capital Outlay	0	0	0.0%	0
Total	2,629	104,569	2.5%	2,083
Transfers	470	156,806	0.0%	0
Contingency	0	100,000	0.0%	0
Unappropriated Ending Fund Balance	0	94,644	0.0%	0
Total Fund 105 Revenue	462,106	456,019	101.3%	393,770
Total Fund 105 Expenses	3,099	456,019	0.7%	2,083
Transient Lodging Fund Balance	459,007			391,687
American Rescue Plan Fund				
Revenue	489,895	488,990	100.2%	304,570
Capital Outlay	0	0	0.0%	0
Total	0	0	0.0%	0
Transfers	0	0	0.0%	120,250
Contingency	0	0	0.0%	0
Unappropriated Ending Fund Balance	0	0	0.0%	0
Total Fund 106 Revenue	489,895	488,990	100.2%	304,570
Total Fund 106 Expenses	0	0	0.0%	120,250
American Rescue Plan Fund	489,895			184,320

City of Dayton
Budget vs Actual for FY 2022-23
as of March 31, 2023

	07/22-09/23 Cur YTD Actual	07/22-06/23 Cur Year Budget	YTD % of Budget	2021-22 Pri Year Actual
Street Fund				
Revenue	354,251	360,272	98.3%	435,938
Personnel Services				
Salaries	31,090	43,908	70.8%	36,995
Benefits	17,747	21,882	81.1%	20,391
Material and Services	55,036	93,746	58.7%	57,970
Capital Outlay	9,193	19,000	48.4%	8,104
Total	113,067	178,536	63.3%	123,459
Transfers	0	90,000	0.0%	101,000
Contingency	0	16,736	0.0%	0
Unappropriated Ending Fund Balance	0	75,000	0.0%	0
Total Fund 200 Revenue	354,251	360,272	98.3%	435,938
Total Fund 200 Expenses	113,067	360,272	31.4%	224,459
Street Fund Balance	241,184			211,479
Water Fund				
Revenue	1,599,357	1,361,256	117.5%	1,767,984
Personnel Services				
Salaries	128,055	181,058	70.7%	139,262
Benefits	72,224	90,231	80.0%	87,949
Material and Services	195,153	328,575	59.4%	185,970
Capital Outlay	464	15,000	3.1%	2,357
Total	395,897	614,864	64.4%	415,538
Transfers	0	440,000	0.0%	430,000
Contingency	0	18,305	0.0%	0
Unappropriated Ending Fund Balance	0	50,000	0.0%	0
Total Fund 300 Revenue	1,599,357	1,361,256	117.5%	1,767,984
Total Fund 300 Expenses	543,842	1,361,256	40.0%	991,694
Water Fund Balance	1,055,515			776,289
Water Treatment Facility				
Personnel Services				
Salaries	49,830	69,746	71.4%	50,733
Benefits	25,754	34,759	74.1%	29,835
Material and Services	72,193	118,582	60.9%	65,452
Capital Outlay	168	15,000	1.1%	136
Total	147,945	238,087	62.1%	146,157
Transfers	0	440,000	0.0%	430,000
Contingency	0	18,305	0.0%	0
Unappropriated Ending Fund Balance	0	50,000	0.0%	0

**City of Dayton
Budget vs Actual for FY 2022-23
as of March 31, 2023**

	07/22-09/23 Cur YTD Actual	07/22-06/23 Cur Year Budget	YTD % of Budget	2021-22 Pri Year Actual
Sewer Fund				
Revenue	870,419	832,530	104.6%	984,526
Personnel Services				
Salaries	128,081	179,627	71.3%	135,031
Benefits	69,223	89,519	77.3%	82,682
Material and Services	219,680	248,518	88.4%	148,276
Capital Outlay	70,017	89,000	78.7%	38,259
Total	487,001	606,664	80.3%	404,248
Transfers	0	171,000	0.0%	121,000
Contingency	0	4,866	0.0%	0
Unappropriated Ending Fund Balance	0	50,000	0.0%	0
Total Fund 400 Revenue	870,419	832,530	104.6%	984,526
Total Fund 400 Expenses	487,001	832,530	58.5%	525,248
Sewer Fund Balance	383,419			459,278
State Revenue Sharing				
Revenue	74,374	69,402	107.2%	81,251
Material and Services	44,111	61,752	71.4%	34,205
Capital Outlay	2,635	7,650	34.4%	1,224
Total	46,746	69,402	67.4%	35,429
Total Fund 500 Revenue	74,374	69,402	107.2%	81,251
Total Fund 500 Expenses	46,746	69,402	67.4%	35,429
State Revenue Sharing Fund Balance	27,628			45,822
Water Utility Capital				
Revenue	773,006	914,748	84.5%	902,283
Material and Services	0	0	0.0%	0
Capital Outlay	81,278	772,000	10.5%	145,490
Contingency	0	42,748	0.0%	0
Unappropriated Ending Fund Balance	0	100,000	0.0%	0
Total	81,278	914,748	8.9%	145,490
Total Fund 600 Revenue	773,006	914,748	84.5%	902,283
Total Fund 600 Expenses	81,278	914,748	8.9%	145,490
Water Utility Capital Fund Balance	691,728			756,793

City of Dayton
Budget vs Actual for FY 2022-23
as of March 31, 2023

	07/22-09/23 Cur YTD Actual	07/22-06/23 Cur Year Budget	YTD % of Budget	2021-22 Pri Year Actual
Sewer Utility Capital				
Revenue	1,085,686	4,912,123	22.1%	1,468,890
	0	22,500	0.0%	0
Capital Outlay	470,851	4,805,696	9.8%	470,215
Contingency	0	31,427	0.0%	0
Unappropriated Ending Fund Balance	0	52,500	0.0%	0
Total	470,851	4,912,123	9.6%	470,215
Total Fund 700 Revenue	1,085,686	4,912,123	22.1%	1,468,890
Total Fund 700 Expenses	470,851	4,912,123	9.6%	470,215
Sewer Utility Capital Fund Balance	614,834			998,674
Equipment Replacement Reserve Fund				
Revenue	22,300	84,711	26.3%	119,085
	36,857	50,000	73.7%	37,588
Capital Outlay	0	34,711	0.0%	0
Contingency				
Total	36,857	84,711	43.5%	37,588
Total Fund 750 Revenue	22,300	84,711	26.3%	119,085
Total Fund 750 Expenses	36,857	84,711	43.5%	37,588
Equipment Utility Capital Fund Balance	-14,557			81,497
Building Reserve Fund				
Revenue	210,478	222,231	94.7%	228,991
	23,275	45,000	51.7%	22,013
Capital Outlay	0	57,231	0.0%	0
Contingency	0	120,000	0.0%	0
Unappropriated				
Total	23,275	222,231	0.0%	22,013
Total Fund 760 Revenue	210,478	222,231	94.7%	228,991
Total Fund 760 Expenses	23,275	222,231	0.0%	22,013
Building Reserve Capital Fund Balance	187,203			206,978
Streets Capital Projects Fund				
Revenue	833,220	1,036,276	80.4%	364,446
	0	0	0.0%	0
Material and Services	841,290	985,263	85.4%	110,898
Capital Outlay	0	51,013	0.0%	0
Contingency				
Total	841,290	1,036,276	81.2%	110,898
Total Fund 770 Revenue	833,220	1,036,276	80.4%	364,446
Total Fund 770 Expenses	841,290	1,036,276	81.2%	110,898
Street Capital Fund Balance	-8,070			253,548

City of Dayton
Budget vs Actual for FY 2022-23
as of March 31, 2023

	07/22-09/23 Cur YTD Actual	07/22-06/23 Cur Year Budget	YTD % of Budget	2021-22 Pri Year Actual
Park Capital Projects				
Revenue	72,823	199,397	36.5%	66,915
Material and Services	0	0	0.0%	0
Capital Outlay	35,069	162,000	21.6%	0
Contingency	0	37,397	0.0%	0
Total	35,069	199,397	17.6%	0
Total Fund 780 Revenue	72,823	199,397	36.5%	66,915
Total Fund 780 Expenses	35,069	199,397	17.6%	0
Park Capital Fund Balance		37,754		66,915

Debt Service				
Revenue	356,888	587,156	60.8%	570,534
Material and Services	243,211	243,211	100.0%	243,211
Reserve for Lafayette Loan Payoff	0	23,625	0.0%	0
Reserve for USDA loan	0	82,248	0.0%	0
Total	243,211	349,084	69.7%	243,211
Unappropriated Ending Fund Balance	0	238,072	0.0%	0
Total Fund 850 Revenue	356,888	587,156	60.8%	570,534
Total Fund 850 Expenses	243,211	587,156	41.4%	243,211
Debt Service Capital Fund Balance		113,677		327,322

Total Balance for the year

Note: 75% of the fiscal year has elapsed.

Report Criteria:
 Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
03/23	03/01/2023	28473	1958	Conor Culp	REPLACEM	1	100.000.480.00	.00	1,838.79
03/23	03/06/2023	28513	1964	Brian and Norma Huettl	FENCE PER	1	100.000.416.00	.00	5.00
03/23	03/06/2023	28514	1963	DEQ	REVIEW FE	1	700.700.920.00	.00	1,351.00
03/23	03/10/2023	28515	1968	Bellingar Enterprise LLC	DEPOSIT RE	2	400.400.750.00	.00	116.83
03/23	03/10/2023	28516	1966	Brittani Wrighthouse	DEPOSIT RE	1	100.100.750.20	.00	200.00
03/23	03/10/2023	28517	255	Cascade Columbia	858127	1	400.400.616.00	.00	919.08
03/23	03/10/2023	28518	1922	Cintas Corp	Multiple	6	400.400.616.10	.00	282.55
03/23	03/10/2023	28519	105	City of Dayton	Multiple	1	100.103.619.00	.00	2,354.73
03/23	03/10/2023	28520	362	City of Newberg	FEBRUARY	4	100.106.716.00	.00	604.22
03/23	03/10/2023	28521	1587	Claudio Navarro	1040	1	500.500.752.00	.00	1,272.00
03/23	03/10/2023	28522	1865	Comcast Business	8778105130	1	400.400.705.30	.00	104.85
03/23	03/10/2023	28523	423	Comcast Cable	8778105130	11	400.400.705.30	.00	399.58
03/23	03/10/2023	28524	1841	CyntrX	INV150344	5	400.400.614.00	.00	45.00
03/23	03/10/2023	28525	111	DCBS Fiscal Services	FEBRUARY	1	100.106.700.35	.00	82.61
03/23	03/10/2023	28526	869	Ditch Witch West	1000088	5	400.400.614.00	.00	606.10
03/23	03/10/2023	28527	789	Edge Analytical	Multiple	1	300.300.751.00	.00	704.00
03/23	03/10/2023	28528	1810	Elizabeth Sagmiller	225	1	400.400.705.80	.00	1,615.00
03/23	03/10/2023	28529	1965	Emilio & Olga Chavez	DEPOSIT RE	2	400.400.750.00	.00	42.66
03/23	03/10/2023	28530	543	Ferrellgas	Multiple	1	100.100.600.10	.00	3,619.93
03/23	03/10/2023	28531	353	Gormley Plumbing	24516	1	100.103.619.00	.00	28.80
03/23	03/10/2023	28532	139	Lowe's	Multiple	6	400.400.617.00	.00	4,167.08
03/23	03/10/2023	28533	1572	McMinnville Commercial Cleaners	Multiple	10	400.400.707.00	.00	1,000.00
03/23	03/10/2023	28534	121	McMinnville Water & Light	67508 0323	1	300.300.600.00	.00	278.29
03/23	03/10/2023	28535	110	Northwest Logging Supply	Multiple	6	400.400.617.00	.00	703.74
03/23	03/10/2023	28536	1245	PBS Engineering and Environmen	0075319.003	1	700.700.910.41	.00	270.00
03/23	03/10/2023	28537	103	PGE	8721021000	1	300.300.600.00	.00	311.08
03/23	03/10/2023	28538	621	Portland Engineering, Inc	11636	3	400.400.705.10	.00	90.00
03/23	03/10/2023	28539	106	Recology Western Oregon	20846747	2	200.200.603.00	.00	320.77
03/23	03/10/2023	28540	1967	Ryanne Bates & Casey Jensen	DEPOSIT RE	1	001.000.175.00	.00	84.20
03/23	03/10/2023	28541	785	TKE Corp	US49271	1	100.100.707.30	.00	851.21
03/23	03/10/2023	28542	937	United Site Services	INV-0144981	1	100.103.619.00	.00	498.00
03/23	03/10/2023	28543	154	Westech Engineering, Inc	Multiple	12	400.400.705.00	.00	48,134.95
03/23	03/10/2023	28544	1876	Western Rock Resources	52419	10	400.400.707.00	.00	121.25
03/23	03/10/2023	28545	1785	Western Systems	38779	1	200.200.616.00	.00	204.02
03/23	03/10/2023	28546	112	Wilco	Multiple	7	400.400.614.10	.00	1,848.18
03/23	03/10/2023	28547	117	YCOM	5010011	1	101.101.770.00	.00	2,296.67
03/23	03/10/2023	28548	114	Yamhill County Sheriff	MARCH 202	1	101.101.705.10	.00	15,324.12
03/23	03/20/2023	28549	329	Alexonet Inc	2471	11	105.105.705.30	.00	3,000.00
03/23	03/20/2023	28550	127	Baker & Taylor	Multiple	1	100.104.715.00	.00	52.70
03/23	03/20/2023	28551	1878	Brightside Electric & Lighting	5079-78	1	300.301.705.00	.00	1,864.93
03/23	03/20/2023	28552	1497	C3 Intelligence, Inc.	30339	10	400.400.799.00	.00	35.00
03/23	03/20/2023	28553	125	Canon Solutions America	Multiple	10	400.400.601.00	.00	1,018.85
03/23	03/20/2023	28554	255	Cascade Columbia	860656	2	400.400.616.00	.00	3,085.08
03/23	03/20/2023	28555	1922	Cintas Corp	Multiple	6	400.400.616.10	.00	297.46
03/23	03/20/2023	28556	231	DOWL	Multiple	1	700.700.910.41	.00	4,445.31
03/23	03/20/2023	28557	1969	Eastech Flow Controls	521876-00	1	400.400.903.00	.00	8,090.00
03/23	03/20/2023	28558	789	Edge Analytical	Multiple	1	300.300.751.00	.00	352.00
03/23	03/20/2023	28559	543	Ferrellgas	1122636433	10	400.400.600.10	.00	415.72
03/23	03/20/2023	28560	1630	Gerry Butler	022823	1	100.104.715.00	.00	300.00
03/23	03/20/2023	28561	694	GPEC Electrical Contractors	Multiple	1	300.300.614.40	.00	2,600.79
03/23	03/20/2023	28562	1826	Kamstrup Water Metering	CD99002397	1	300.300.705.30	.00	2,099.02
03/23	03/20/2023	28563	1970	Linda & William Baker	DEPOSIT RE	2	400.400.750.00	.00	131.93
03/23	03/20/2023	28564	124	Mid-Willamette Valley COG	2281	1	100.105.705.20	.00	799.00

M = Manual Check, V = Void Check

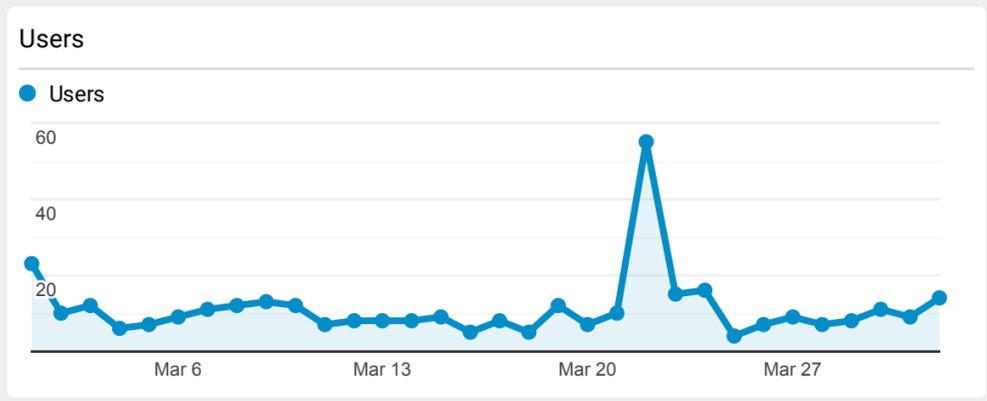
GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
03/23	03/20/2023	28565	1933	Mobile Modular	2392412	4	100.103.601.00	.00	904.90
03/23	03/20/2023	28566	224	Orchard & Vineyard Supply	Multiple	6	400.400.617.00	.00	4.19
03/23	03/20/2023	28567	103	PGE	Multiple	1	100.100.600.00	.00	10,974.85
03/23	03/20/2023	28568	1971	PGE	484189	1	200.200.614.40	.00	150.00
03/23	03/20/2023	28569	116	Pitney Bowes	3317073390	10	400.400.601.10	.00	235.74
03/23	03/20/2023	28570	213	Pitney Bowes Purchase Power	STATEMENT	10	400.400.601.10	.00	1,293.90
03/23	03/20/2023	28571	1463	Quadient Leasing USA, Inc	N9838178	10	400.400.601.10	.00	459.15
03/23	03/20/2023	28572	1890	Sarah Johnstone/Mariah Johnson	DEPOSIT RE	2	400.400.750.00	.00	125.69
03/23	03/20/2023	28573	171	Terminix Processing Center	Multiple	10	100.104.707.00	.00	183.00
03/23	03/20/2023	28574	898	Trini Marquez	MARCH 202	1	500.500.611.10	.00	427.44
03/23	03/20/2023	28575	937	United Site Services	INV-0147003	1	100.103.619.00	.00	454.20
03/23	03/20/2023	28576	102	Verizon	9929891704	10	400.400.602.00	.00	869.14
03/23	03/20/2023	28577	154	Westech Engineering, Inc	Multiple	1	400.400.705.60	.00	14,220.80
03/23	03/20/2023	28578	112	Wilco	Multiple	7	400.400.614.10	.00	2,333.59
03/23	03/20/2023	28579	1960	Zach's Mobile Repair	417	5	400.400.614.00	.00	6,394.53
03/23	03/20/2023	28580	614	Zplyfiber	Multiple	1	300.300.602.00	.00	422.51
03/23	03/20/2023	28581	898	Trini Marquez	DEPOSIT RE	1	100.100.750.20	.00	200.00
03/23	03/20/2023	28582	1958	Conor Culp	DRAW 03202	1	100.000.201.00	.00	300.00
03/23	03/31/2023	2302108	190	AFLAC	223684	1	100.000.220.00	.00	257.00
Grand Totals:								.00	161,494.71

Mobile Dashboard

Mar 1, 2023 - Apr 1, 2023

All Users
100.00% Sessions

Total Users
187
% of Total: 100.00% (187)

by Device

Operating System	Users
iOS	127
Android	60

Total Screen Views

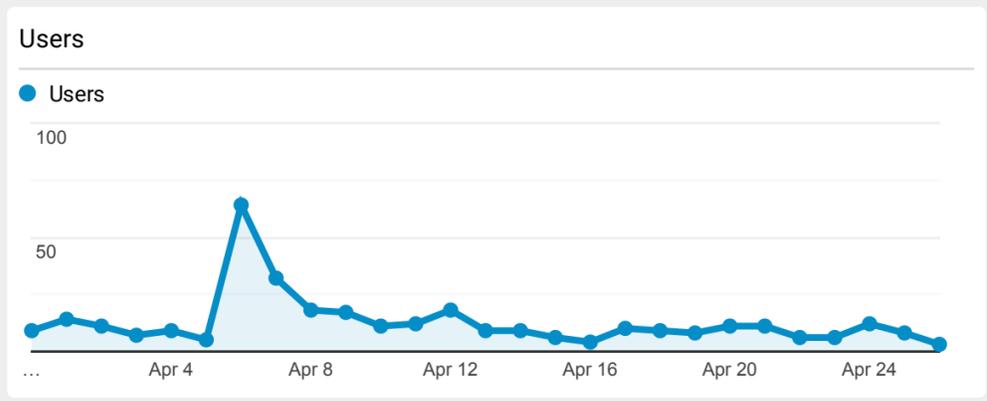
Screen Name	Screen Views
Home	394
Notifications	115
News	69
Parks	17
City Council	14
Agendas & Minutes	13
FAQs	11
Who do I Contact?	11
Our Staff	9
Report a Code Violation	8

Mobile Dashboard

Mar 31, 2023 - Apr 26, 2023

All Users
100.00% Sessions

Total Users
207
% of Total: 100.00% (207)

by Device

Operating System	Users
iOS	144
Android	63

Total Screen Views

Screen Name	Screen Views
Home	375
Notifications	95
News	91
Parks	12
City Council	11
FAQ's	11
Our Staff	11
Who do I Contact?	10
Agendas & Minutes	9
Report a Code Violation	6



**Yamhill County Sheriff's Office
Crime Summary for DAYTON
From 3/1/2023 to 3/31/2023**

City	UCR Description	3/1/2022 to 3/31/2022	3/1/2023 to 3/31/2023	Percentage Change	YTD	Prior Year
DAYTON						
Part 1						
	Aggravated Assault	0	1		1	2
	Burglary-Business	0	0		1	1
	Burglary-Non-Residence	1	0		1	7
	Burglary-Residence	0	0			2
	Larceny	6	3	-50.00 %	7	48
	Motor Vehicle Theft-Auto	2	0		1	13
	Part 1 Total	9	4	-55.56 %	11	73
Part 2						
	All Other	1	2	100.00 %	3	13
	Disorderly Conduct	0	0		3	3
	Drug Laws	2	2		4	17
	DUII	2	0		7	23
	Forgery	0	0		2	
	Fraud	1	0		3	6
	Kidnapping	0	0			1
	Liquor Laws	0	0			1
	Runaway	0	0			2
	Sex Offenses	0	0		1	5
	Simple Assault	3	5	66.67 %	9	24
	Stolen Property	1	0			10
	Tresspass/Prowler	2	0		2	12
	Vandalism	2	2		6	32
	Weapons	2	2		2	8
	Part 2 Total	16	13	-18.75 %	42	157
Part 3						
	All Other	7	6	-14.29 %	23	92
	Non-Reportable Offenses	8	12	50.00 %	38	134
	Part 3 Total	15	18	20.00 %	61	226
	Total For DAYTON	40	35	-12.50 %	114	456

Report run date: 4/3/2023

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TO: Honorable Mayor and City Councilors
 Through: Rochelle Roaden, City Manager
 From: Jason Shirley
 Subject: Code Enforcement Activities Report
 Date: 04/25/2023

2023 Code Compliance Report													
Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
Animals	7	1	1	2									
Building	2	3											
Clear Vision	1												
Encroachment Permits													
Junk – Private Property	1	2											
Noise		1											
Noxious Vegetation	1												
Parking – Right of Way	11	9	3	2									
Storing Junk - ROW	7		2										
Attractive Nuisance													
Posting - Signs	1												
Camping	1	1											
Sidewalks				1									
YCSO	1												
Code Citations Issued													
Land Use Violations			1										
Other													
TOTALS	32	17	6	5									

Please Note: The monthly statistics are calculated from the Dayton City app, website complaints forms, phone calls, emails, written Notes, in person and code compliance officer observations.

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Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Usage	91,475	0	0	0	68,782	513,866	674,123

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Amount	7,257.87	-	-	-	7,034.97	56,852.95	71,145.79
Sewer Amount	3,482.84	-	-	-	1,821.91	38,459.73	43,764.48
Misc Amount	-	-	-	-	-	351.41	351.41
Backflow Amount	-	-	-	-	-	-	-
NSFCheck Amount	-	-	-	-	-	25.03	25.03
Late Chrg Amount	1.00	-	-	-	-	1,040.00	1,041.00
Total Charges:	10,741.71	-	-	-	8,856.88	96,729.12	116,327.71

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Previous Balance	13,221.00	-	-	-	7,680.48	114,833.86	135,735.34
Payments	4,416.71-	-	-	-	7,680.48-	88,060.35-	100,157.54-
Contract Adjustments	-	-	-	-	-	-	-
Assistance Applied	-	-	-	-	-	-	-
Deposits Applied	-	-	-	-	-	459.05-	459.05-
Interest Applied	-	-	-	-	-	-	-
Balance Transfers	-	-	-	-	-	-	-
Balance Write-offs	-	-	-	-	-	-	-
Reallocations	-	-	-	-	-	-	-
Total Charges	10,741.71	-	-	-	8,856.88	96,729.12	116,327.71
Current Balance:	19,546.00	-	-	-	8,856.88	123,043.58	151,446.46

Year To Date: 07/01/2022 - 04/30/2023

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Usage	1,224,084	2,600	0	1	645,728	6,684,427	8,556,840

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Amount	89,279.75	350.00	-	-	64,868.27	657,969.99	812,468.01
Sewer Amount	34,707.95	-	-	-	18,220.59	386,371.48	439,300.02
Misc Amount	83.34	-	-	-	-	2,921.14	3,004.48
Backflow Amount	-	-	-	-	-	-	-
NSFCheck Amount	-	-	-	-	-	385.53	385.53
Late Chrg Amount	251.45	-	-	-	-	12,132.89	12,384.34
Total Charges:-	124,322.49	350.00	-	-	83,088.86	1,059,781.03	1,267,542.38

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Previous Balance	13,902.81	-	-	-	6,356.26	123,890.90	144,149.97
Payments	117,575.28-	350.00-	-	-	80,588.24-	1,055,342.85-	1,253,856.37-
Contract Adjustments	954.02-	-	-	-	-	1,620.23-	2,574.25-
Assistance Applied	-	-	-	-	-	-	-
Deposits Applied	150.00-	-	-	-	-	3,665.27-	3,815.27-

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Interest Applied	-	-	-	-	-	-	-
Balance Transfers	-	-	-	-	-	-	-
Balance Write-offs	-	-	-	-	-	-	-
Reallocations	-	-	-	-	-	-	-
Total Charges	124,322.49	350.00	-	-	83,088.86	1,059,781.03	1,267,542.38
Current Balance:	19,546.00	-	-	-	8,856.88	123,043.58	151,446.46

Wellfield Production and Distribution 2023

	Well 1	Well 2	Well 3	Well 4	Well 5	Total	Treatment Plant Influent	Backwash	Lafayette Distribution	Dayton Distribution	Lafayette Percentage	Dayton Percentage	L + D	Diff Between Well Total and Distribution
Jan	1,552,000	1,144,000	1,978,000	1,625,000	1,177,000	7,476,000	7,034,540	256,000	3,113,000	3,653,000	46%	54%	6,766,000	710,000
Feb	1,422,000	1,113,000	2,149,000	1,689,000	1,140,000	7,513,000	6,790,957	244,000	3,449,000	3,375,000	51%	49%	6,824,000	689,000
Mar	469,000	1,302,000	2,135,000	1,666,000	1,076,000	6,648,000	6,299,507	242,000	2,355,000	3,769,000	38%	62%	6,124,000	524,000
Apr														
May														
Jun														
Jul														
Aug														
Sep														
Oct														
Nov														
Dec														
Total	3,443,000	3,559,000	6,262,000	4,980,000	3,393,000	21,637,000	20,125,004	742,000	8,917,000	10,797,000	45%	55%	19,714,000	1,923,000

Wellfield Production and Distribution 2022

	Well 1	Well 2	Well 3	Well 4	Well 5	Total	Treatment Plant Influent	Backwash	Lafayette Distribution	Dayton Distribution	Lafayette Percentage	Dayton Percentage	L + D	Diff Between Well Total and Distribution
Jan	899,000	0	1,338,000	971,000	1,085,000	4,293,000	4,969,000	166,000	1,579,000	2,909,000	35%	65%	4,488,000	-195,000
Feb	1,353,000	0	2,564,000	2,206,000	2,096,000	8,219,000	9,024,000	291,000	5,580,000	1,999,000	74%	26%	7,579,000	640,000
Mar	442,000	0	831,000	758,000	677,000	2,708,000	3,351,000	114,000	1,414,000	1,504,000	48%	52%	2,918,000	-210,000
Apr	696,000	517,000	1,318,000	1,200,000	1,118,000	4,849,000	4,802,000	175,000	2,205,000	1,784,000	55%	45%	3,989,000	860,000
May	119,000	616,000	653,000	714,000	639,000	2,741,000	2,678,000	92,000	757,000	1,478,000	34%	66%	2,235,000	506,000
Jun	667,000	849,000	1,076,000	952,000	887,000	4,431,000	4,370,000	161,000	1,636,000	1,926,000	46%	54%	3,562,000	869,000
Jul	1,137,000	1,074,000	1,416,000	1,271,000	1,170,000	6,068,000	6,068,000	194,000	1,214,000	4,048,000	23%	77%	5,262,000	806,000
Aug	1,361,000	1,167,000	1,749,000	1,503,000	1,085,000	6,865,000	6,865,000	263,000	1,981,000	4,237,000	31%	65%	6,481,000	384,000
Sep	1,122,000	828,000	1,408,000	1,258,000	878,000	5,494,000	5,494,000	201,000	2,156,000	2,736,000	44%	56%	4,892,000	602,000
Oct	778,000	447,000	692,000	836,000	568,000	3,321,000	3,193,164	123,000	966,000	2,048,000	32%	68%	3,014,000	307,000
Nov	1,589,000	850,000	1,800,000	1,589,000	1,081,000	6,909,000	6,219,017	227,000	4,379,000	1,594,000	73%	27%	5,973,000	936,000
Dec	1,600,000	896,000	1,912,000	1,585,000	1,108,000	7,101,000	6,423,796	240,000	2,642,000	3,061,000	46%	54%	5,703,000	1,398,000
Total	11,763,000	7,244,000	16,757,000	14,843,000	12,392,000	62,999,000	63,456,977	2,247,000	26,509,000	29,324,000	47%	52%	56,096,000	6,903,000

Wellfield Production and Distribution 2021

	Well 1	Well 2	Well 3	Well 4	Well 5	Total	Treatment Plant Influent	Backwash	Lafayette Distribution	Dayton Distribution	Lafayette Percentage	Dayton Percentage	L + D	Diff Between Well Total and Distribution
Jan	1,072,000	698,000	806,000	946,000	911,000	4,433,000	4,857,000	180,000	2,090,000	2,740,000	43%	57%	4,830,000	-397,000
Feb	1,326,000	758,000	1,242,000	1,336,000	1,394,000	6,056,000	6,413,000	210,000	2,682,000	2,327,000	54%	46%	5,009,000	1,047,000
Mar	1,756,000	892,000	1,755,000	1,755,000	1,855,000	8,013,000	8,229,000	277,000	5,298,000	1,984,000	73%	27%	7,282,000	731,000
Apr	2,001,000	805,000	1,885,000	2,025,000	1,663,000	8,379,000	9,269,000	294,000	5,813,000	2,171,000	73%	27%	7,984,000	395,000
May	1,541,000	260,000	1,753,000	2,043,000	1,672,000	7,269,000	7,849,000	353,000	3,986,000	2,879,000	58%	42%	6,865,000	404,000
Jun	1,860,000	0	2,587,000	2,586,000	2,538,000	9,571,000	10,422,000	353,000	4,330,000	4,714,000	48%	52%	9,044,000	527,000
Jul	1,974,000	15,000	2,952,000	2,893,000	2,862,000	10,696,000	11,522,000	374,000	3,806,000	6,560,000	37%	63%	10,366,000	330,000
Aug	1,499,000	350,000	2,522,000	2,189,000	2,227,000	8,787,000	10,322,000	331,000	3,785,000	5,089,000	43%	57%	8,874,000	-87,000
Sep	995,000	309,000	1,911,000	1,249,000	1,357,000	5,821,000	7,058,000	238,000	2,192,000	3,853,000	36%	64%	6,045,000	-224,000
Oct	855,000	85,000	552,000	984,000	971,000	3,447,000	3,447,000	255,000	2,223,000	2,472,000	47%	53%	4,695,000	-1,248,000
Nov	1,020,000	1,000	1,586,000	1,309,000	1,046,000	4,962,000	5,879,000	205,000	2,717,000	2,414,000	53%	47%	5,131,000	-169,000
Dec	691,000	0	1,036,000	875,000	703,000	3,305,000	5,011,000	164,000	1,763,000	2,417,000	42%	58%	4,180,000	-875,000
Total	16,590,000	4,173,000	20,587,000	20,190,000	19,199,000	80,739,000	92,340,000	3,135,000	40,685,000	39,620,000	51%	49%	80,305,000	434,000

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City of Dayton's
Carnaval de
Cinco de Mayo

Courthouse Square Park
May 5, 2023
5:30pm -8:30pm
Music, Food, Dancing, Games

A vibrant poster for the 'Carnaval de Cinco de Mayo' event. The background is black with white stars. At the top, a string of Mexican flags is draped across. The text 'ciudad de dayton' is in light blue, and 'Carnaval de' is in red. The main title 'Cinco de Mayo' is written in large, colorful, stylized letters, surrounded by illustrations of a sombrero, flowers, and confetti. On the left, a woman in a red dress with a large skirt is dancing. On the right, two men are playing a trumpet and a guitar. At the bottom, the event details are listed in blue and red text, flanked by colorful floral illustrations.

ciudad de dayton
Carnaval de
Cinco de Mayo
Courthouse Square Park
5 de mayo de 2023
5:30pm -8:30pm
Música, comida, baile, juegos



CITY-WIDE COMMUNITY GARAGE SALE

SECOND WEEKEND (FRI-SAT) IN MAY

*Call City Hall by May 5th to register at 503-864-2221!
Participants set garage sale dates and times.*

COMMUNITY FREE SWAP

THIRD WEEK IN MAY (SUN-FRI)

Tent at the Community Events Center Parking Lot
*Donate/Drop off household items, appliances, & furniture.
Find/Take items that you can use!*

**No clothing or mattresses.*

*Unable to accept: Batteries, tires, paint, insecticides, pesticides, motor oil, propane tanks,
construction or demolition materials, hazardous or medical waste.*

CITY-WIDE CLEAN UP

THIRD SATURDAY IN MAY - 8 am to 12 pm

*Bring your unwanted items to the yard behind
Dayton City Hall at 416 Ferry Street in Dayton.*

*Unable to Accept: Appliances, A/C units, batteries, tires, paint, insecticides, pesticides,
motor oil, propane tanks, construction or demolition materials, hazardous or
medical waste.*

**For more information, call City Hall at 503-864-2221 or check the
City's website.**





VENTA DE GARAJE EN TODA LA CIUDAD

SEGUNDO FIN DE SEMANA (VIERNES-SÁBADO) DE MAYO

*¡Llame al Ayuntamiento antes del 5 de mayo para registrarse al 503-864-2221!
Los participantes establecen fechas y horas de venta de garaje.*

INTERCAMBIO GRATUITO DE LA COMUNIDAD

TERCERA SEMANA DE MAYO (DOM-VIE)

Carpa en el estacionamiento del Centro de Eventos Comunitarios
*Done/entregue artículos para el hogar, electrodomésticos y muebles.
¡Encuentra/Toma artículos que puedas usar! *Sin ropa ni colchones.*

No se pueden aceptar: Baterías, llantas, pintura, insecticidas, pesticidas, aceite de motor, tanques de propano, materiales de construcción o degradación, desechos médicos o peligrosos.

LIMPIEZA DE TODA LA CIUDAD

TERCER SÁBADO DE MAYO - 8 am a 12 pm

*Traiga sus artículos no deseados al patio trasero
Ayuntamiento de Dayton en 416 Ferry Street en Dayton.*

No se pueden aceptar: electrodomésticos, unidades de aire acondicionado, baterías, llantas, pintura, insecticidas, pesticidas, aceite de motor, tanques de propano, materiales de construcción o demolición, desechos médicos o peligrosos.

Para obtener más información, llame al Ayuntamiento al 503-864-2221 o consulte el sitio web de la Ciudad.





Dayton City-Wide
GARAGE SALE

MAY 12 - 13, 2023

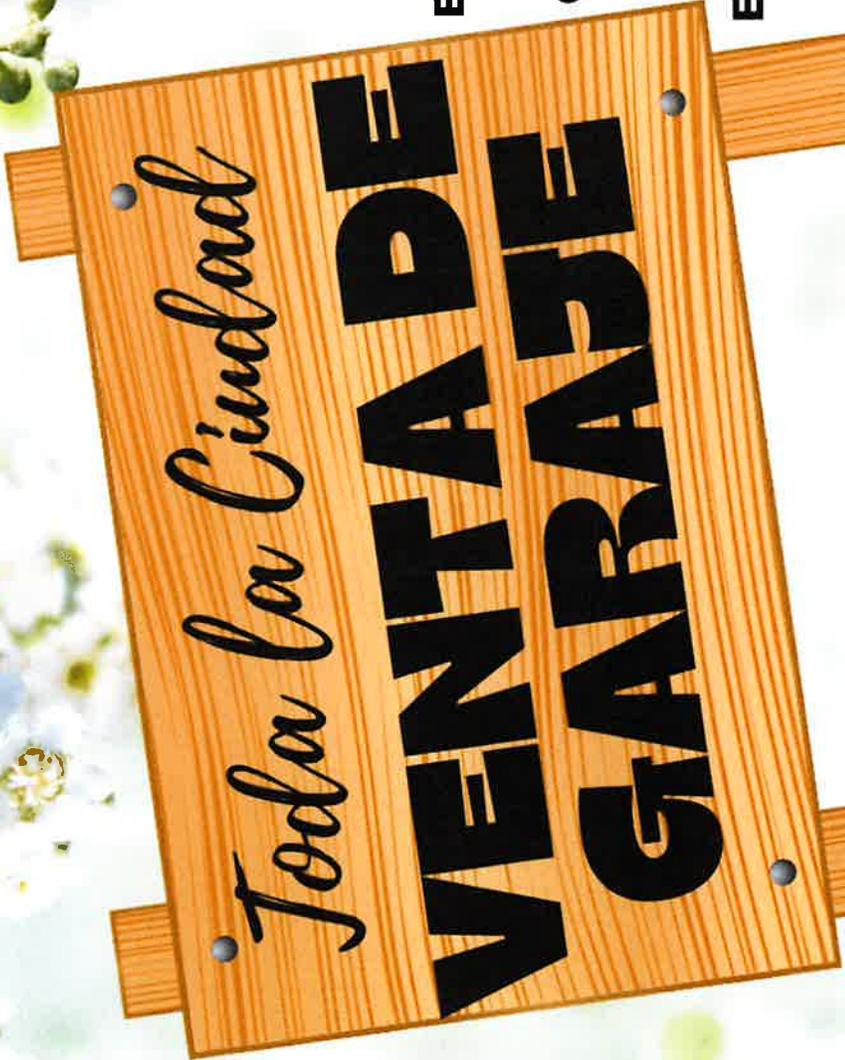
GARAGE SALE TIMES SET BY EACH PARTICIPANT.

GARAGE SALE LOCATIONS AND MAPS WILL BE MADE AVAILABLE ON THE CITY'S WEBSITE BY 6 PM ON MAY 11TH. MAPS CAN BE PICKED UP ON MAY 12TH IN FRONT OF DAYTON CITY HALL IN THE RED BOX.



**FOR MORE INFORMATION PLEASE CALL 503-864-2221
DEADLINE TO SIGN UP IS MAY 5TH.**





Toda la Ciudad
VENTA DE GARAJE

12 - 13 DE MAYO DE 2023

HORARIOS DE VENTA DE GARAJE ESTABLECIDOS POR CADA PARTICIPANTE. UBICACIONES Y MAPAS DE VENTA DE GARAJE ESTARÁ DISPONIBLE EN EL SITIO WEB DE LA CIUDAD A LAS 6 PM EL 11 DE MAYO. LOS MAPAS SE PUEDEN RECOGER EL 12 DE MAYO FRENTE AL AYUNTAMIENTO DE DAYTON EN EL CAJA ROJA



PARA OBTENER MÁS INFORMACIÓN LLAME AL 503-864-2221 LA FECHA LÍMITE PARA INSCRIBIRSE ES EL 5 DE MAYO.



Dayton Community Free Swap

May 14th – 19th, 2023

Dayton Community Events Center Parking Lot

Here's how it works:

Donate/Drop off items that you no longer want but still have life!
(Household items, furniture, appliances, etc.)

Please no: clothes, mattresses, batteries, pesticides, liquid waste, insecticides, paint, propane tanks, construction or demolition materials.

Find/Take items you can use! No questions asked! If you can use it, take it!

Free Swap will run Sunday - Friday. City-Wide Clean Up Day will be Saturday, May 20th, 8 am-Noon, at Dayton City Hall. Bring items you want to dispose of (including clothing and mattresses) to this event. (No charge for City of Dayton Residents.)



Questions? Call Dayton City Hall at 503-864-2221



Intercambio gratuito de la comunidad de Dayton

14 de mayo al 19 de 2023

Estacionamiento de Dayton Community Events Center

Así es como funciona:

¡Done/Deje los artículos que ya no desea pero que aún tiene vida! (Artículos para el hogar, muebles, electrodomésticos, etc.)

Por favor no: ropa, colchones, baterías, pesticidas, desechos líquidos, insecticidas, pintura, tanques de propano, materiales de construcción o demolición.

¡Encuentra/Toma artículos que puedas usar! ¡No se hicieron preguntas! Si puedes usarlo, ¡tómalo!

El intercambio gratuito funcionará de domingo a viernes. El día de limpieza de toda la ciudad será el sábado 20 de mayo, de 8 am a mediodía, en el Ayuntamiento de Dayton. Traiga los artículos que desea desechar (incluyendo ropa y colchones) a este evento. (Sin cargo para los residentes de la ciudad de Dayton).



**¿Preguntas? Llame al Ayuntamiento
de Dayton al 503-864-2221**



DAYTON CITYWIDE CLEAN-UP

Saturday, May 20th, 2023
8:00 AM – 12:00 PM



**Bring your unwanted items to the yard behind
Dayton City Hall at 416 Ferry St in Dayton.
No charge for Dayton residents (proof required).**

**We are unable to accept: Appliances, Batteries, Tires, Paint,
Insecticides, Pesticides, Motor Oil, Propane Tanks, Liquid Waste**

Community Free Swap May 14th-19th

Dayton Community Events Center
606 4th Street. Drop off/Pick Up Used Household Items
(Please No Clothing or Mattresses dropped at Free Swap)

Questions? Call City Hall at 503-864-2221



DAYTON TODA LA CIUDAD LIMPIAR

sábado, 20 de mayo de 2023
8:00 AM – 12:00 PM



Traiga sus artículos **no** deseados al patio detrás del Ayuntamiento de Dayton en
416 Ferry Street en Dayton.
Sin cargo para los residentes de Dayton (se requiere prueba).

**No podemos aceptar: electrodomésticos, baterías, llantas, pintura,
insecticidas, pesticidas, aceite de motor, tanques de propano, desechos
líquidos**

Intercambio gratuito de la comunidad del 14 al 19 de mayo

Centro de eventos comunitarios de Dayton
606 4th Street.

Dejar/recoger artículos domésticos usados.
(Por favor, no se deje ropa ni colchones en el intercambio gratuito.)

CITY-WIDE
Spring
CLEANUP
WEEK

¿Preguntas? Llame al Ayuntamiento al 503-864-2221

