

**AGENDA
DAYTON CITY COUNCIL
REGULAR SESSION**



DATE: MONDAY, FEBRUARY 06, 2023
TIME: 6:30 PM
PLACE: DAYTON CITY HALL ANNEX – 408 FERRY STREET, DAYTON, OREGON
VIRTUAL: ZOOM MEETING – ORS 192.670/HB 2560

You may join the Council Meeting online via Zoom Meeting at: <https://us06web.zoom.us/j/86804075269>

or you can call in and listen via Zoom: 1 346 248-7799 or 1 720 707-2699

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<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@ci.dayton.or.us. The Mayor will read the comments emailed to the City Recorder.• Appear in person – if you would like to speak during public comment, please sign-up on the sign-in sheet located on the table when you enter the Council Chambers.• Appear by Telephone only – please sign up prior to the meeting by emailing the City Recorder at myork@ci.dayton.or.us. (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.	CONSENT AGENDA	
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F. CITY COUNCIL COMMENTS/CONCERNS

G. INFORMATION REPORTS

1. City Manager's Report

121-141

H. ADJOURN

Posted: February 03, 2023

By: Melissa York, City Recorder

NEXT MEETING DATES

City Council Work Session Meeting, Tuesday, February 21, 2023

City Council Regular Session Meeting, Monday, March 06, 2023

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

MINUTES
DAYTON CITY COUNCIL
REGULAR SESSION
January 3, 2023

PRESENT: Mayor Trini Marquez
Council President Jim Maguire
Councilor Annette Frank
Councilor Kitty Mackin
Councilor Rosalba Sandoval-Perez
Councilor Luke Wildhaber
Councilor Andrew Hildebrandt

ABSENT:

STAFF: Rochelle Roaden, City Manager
Patty Ringnalda, City Recorder via Zoom
Melissa York, Office Specialist II
Steve Sagmiller, Public Works Director
Josh Bilodeau, Public Works Supervisor

A. CALL TO ORDER & PLEDGE OF ALLEGIANCE

Mayor-elect Marquez called the meeting to order at 6:32 p.m. and those present gave the Pledge of Allegiance.

B. ROLL CALL

Mayor-elect Marquez noted there was a quorum with Councilors Frank, Mackin, Maguire, and Sandoval-Perez attending the meeting in person.

C. APPEARANCE OF INTERESTED CITIZENS

No one in attendance wanted to comment at tonight's meeting.

D. CONSENT AGENDA

Approval of Meeting Minutes

1. Joint Work Session Minutes from November 9, 2022 and the Regular Meeting Minutes from December 5, 2022

JIM MAGUIRE MOVED TO APPROVE THE MINUTES OF THE JOINT WORK SESSION CITY COUNCIL AND PLANNING COMMISSION MEETING MINUTES OF NOVEMBER 9, 2022 AND THE REGULAR SESSION CITY COUNCIL MEETING MINUTES OF DECEMBER 5, 2022 AS WRITTEN. SECONDED BY ANNETTE FRANK. Motion carried with Frank, Mackin, Maguire, Sandoval-Perez, and Marquez voting aye.

E. ACTION ITEMS

1. Swearing In of Mayor-elect

Melissa York, Office Specialist II, preformed the swearing in oath of office of Mayor-elect Trini Marquez.

2. Swearing In of Elected City Councilors

Melissa York, Office Specialist II preformed the swearing in oath of office of Councilor Jim Maguire, Councilor Rosalba Sandoval-Perez, and Councilor Luke Wildhaber.

3. Councilor President Election

Rochelle Roaden, City Manager, explained the nomination and voting process according to the City of Dayton Charter. Nominations and voting took place, the votes were read into the record - Councilor Kitty Mackin voted for Councilor Kitty Mackin, Councilor Annette Frank voted for Councilor Kitty Mackin, Councilor Jim Maguire voted for Councilor Jim Maguire, Mayor Trini Marquez voted for Councilor Jim Maguire, Councilor Rosalba Sandoval-Perez voted for Councilor Jim Maguire, and Councilor Luke Wildhaber voted for Councilor Jim Maguire. Councilor Jim Maguire receiving the majority vote was announced as the elected Council President.

4. Appointment of New City Councilor

Mayor Marquez stated that there were two applicants for the open council seat, Andrew Hildebrandt, and Pam Horst. Andrew Hildebrandt was in attendance, provided his name and address of 824 Ferry St, Dayton, OR 97114 for the record and stated that he enjoyed living in Dayton, wanted to give back to the community and would be honored to be City Councilor for the City of Dayton.

Pam Horst was in attendance via Zoom, however, there were technical difficulties on her end and no connection was made.

Rochelle Roaden stated that we had tried in various methods of reaching out to Pam Horst but ultimately could not make the connection.

Mayor Marquez stated that we needed to move forward.

ANNETTE FRANK MOVED TO NOMINATE ANDREW HILDEBRANDT TO THE OPEN CITY COUNCIL SEAT. SECONDED BY ROSALBA SANDOVAL-PEREZ. Motion carried with Frank, Mackin, Maguire, Sandoval-Perez, and Wildhaber voting aye.

Rochelle Roaden explained the nomination and voting process according to the City of Dayton Charter, voting took place, the votes were read into the record – Councilor Kitty Mackin voted for Andrew Hildebrandt, Councilor Annette Frank voted for Andrew Hildebrandt, Councilor Kitty Mackin voted for Andrew Hildebrandt, Councilor Jim Maguire voted for Andrew Hildebrandt, Councilor Rosalba Sandoval-Perez voted for Andrew Hildebrandt, and Councilor Luke Wildhaber voted for Andrew Hildebrandt. Andrew Hildebrandt received the majority vote.

5. Swearing In of Appointed City Councilor

Melissa York, Office Specialist II preformed the swearing in oath of office of Councilor Andrew Hildebrandt.

6. Approval of Resolution 22/23-07 US Bank Signing Authority

Rochelle Roaden stated that with the terms ending for Mayor Wytoski and Councilor Holbrook, this Resolution removed both as authorized signers and added Councilor Frank as an authorized signer. The account would have 4 authorized signers which were Mayor Marquez, Councilor Sandoval-Perez, Councilor Frank, and Rochelle Roaden.

ANNETTE FRANK MOVED TO APPROVE RESOLUTION 22/23-07 A RESOLUTION CHANGING SIGNATURE AUTHORITY FOR US BANK PRIMARY CHECKING ACCOUNT. SECONDED BY JIM MAGUIRE.

Motion carried with Frank, Mackin, Maguire, Sandoval-Perez, Marquez, Wildhaber, and Hildebrandt voting aye.

7. Inflow and Infiltration Update

Rochelle Roaden stated that back in December 2022 she had notified the Council that the Department of Environmental Equality (DEQ) had fined the city in three areas – failing to meet Biochemical Oxygen Demand (BODs) and Total Suspended Solid (TSS) limits set in our National Pollutant Discharge Elimination Permit (NPDES) and for incomplete data reports. The reason for not meeting the BOD and TSS limits was due to the amount of groundwater that enters the city's concrete sewer pipes during periods of heavy rainfall. The older pipes allow an elevated level of inflow and infiltration into our sewer system.

Steve Sagmiller, Public Works Director stated that the incomplete data reports referenced in the violation occurred when the reporting process changed from paper documentation submitted to DEQ to an online reporting system that sent the information directly to the Environmental Protection Agency. DEQ notified staff that the data reports submitted were not complete. Staff had been working with DEQ to understand the new reporting requirements and resubmitted the reports. Staff continues to work on various methods to reduce elevated levels of Inflow and Infiltration.

Rochelle Roaden stated that DEQ is requiring the city to submit a report within 60 days from a qualified operations consultant evaluating the operations of the treatment facility. Denny Muchmore, City Engineer, is working to put that report together.

DEQ is requiring the city to submit an inflow and infiltration study of the collection system, within 9 months. Staff has reached out to Keller Associates, an engineering firm who does our smoke testing, and are awaiting a quote on the scope of work.

Mayor Marquez inquired why we did not have a permit and if we would be getting a permit.

Steve Sagmiller stated that we needed to continue operating under the conditions of our old permit until DEQ was able to update the permit. DEQ has been behind in that process due to staffing shortages.

Councilor Frank inquired if DEQ was providing any funding for these types of required mandates.

Councilor Maguire inquired if the water that was going into the Yamhill River was clean water.

Steve Sagmiller stated that it was clean water.

Discussion regarding sewer pipe replacements took place.

F. CITY COUNCIL COMMENTS/CONCERNS

None.

G. INFORMATION REPORTS

City Manager's Report

Rochelle Roaden advised that City Day at the Capitol was January 25, 2023 and invited Council to attend.

A list of Elected Essentials training dates were reviewed and Council was invited to attend.

Rochelle Roaden gave an update on the Highway 221 Lift Station stating that the design was close to completion. The design drawings from our City Engineer, Denny Muchmore, had been submitted to ODOT and DEQ for review, bids would go out within the next 3 to 6 months, and construction to begin in late spring or early summer of 2023.

The Utility Bridge with infrastructure upgrades went out for bid and Council awarded the construction contract in December 2022. Permitting issues are being finalized and construction should begin within the next 3 to 6 months, timeframe for completion is November or December 2023.

The 9th Street to Flower Street sidewalk is now the 6th Street to Flower Street sidewalk. This project is nearly completed, a curb has been installed on the corner of Flower Street and Ferry Street.

The Financial Audits and Reports for Fiscal Year 2021/2022 were completed. The auditor will attend the March City Council Regular Session Meeting to provide an update of the financials and the audit that was completed.

No Council Work Session in January, there will be a Council Work Session in February and will be dedicated to strategic goal planning.

Public Works hired Jake Taijala as the new Maintenance Utility Worker. John Lindow received his Level I certification and has been promoted to Maintenance Operator. Steve Sagmiller is retiring February 28, 2023, will stay on with the City for 4 hours per week in a consultant capacity and serve as Direct Responsible in Charge (DRC) until Josh Bilodeau becomes certified.

Melissa York will become City Recorder February 1, 2023. Patty Ringnalda will continue to work at City Hall in Code Enforcement and Building Permit Specialist roles until she retires on May 10, 2023.

The Tourism/Economic Development interviews were held the week before Christmas and should have an update at the next City Council meeting.

Rochelle Roaden thanked staff for all of their help with the multiple events in November and December 2022, stating that a great job was done with the holiday light installation and clean up in the parks after the storms.

H. ADJOURN

There being no further business, the meeting adjourned at 7:32 p.m.

Respectfully submitted:

APPROVED BY COUNCIL on February 06, 2023.

As Written **As Amended**

By: Melissa York
City Recorder

Trini Marquez, Mayor

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To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: Approval of Resolution 22/23-08 US Bank Signing Authority
Date: February 6, 2023

Background and Information

In January of 2023, the Council approved Resolution 22/23-07 adding Councilor Annette Frank and removing bank signing authority from Elizabeth Wytoski and Daniel Holbrook whose terms ended on January 3, 2023.

With the election of Jim Maguire as the Council President, this Resolution adds him to the list of authorized signers on the city's bank account.

The account will have 5 authorized signers:

Mayor Trini Marquez
Council President James Maguire
Councilor Rosalba Sandoval-Perez
Councilor Annette Frank
Rochelle Roaden

City Manager Recommendation: I recommend approval of Resolution 22/23-08.

Potential Motion to Approve: "I move to approve Resolution 22/23-08 a Resolution Changing Signature Authority for US Bank Primary Checking Account."

Council Options:

- 1 – Approve Resolution 22/23-08 as recommended.
- 2 – Approve Resolution 22/23-08 with amendments.
- 3 – Take no action and direct staff to do further research or provide additional options.

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RESOLUTION No. 22/23-08
City of Dayton, Oregon

TITLE: 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 James Maguire was elected the Council President at the January regular session council meeting on January 3, 2023;

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; and
- 2) **THAT** the City Council requires each check written for the primary checking account to have signatures from any two (2) of the following:

Trini Marquez, Mayor
James Maguire, Council President
Rosalba Sandoval-Perez, Councilor
Annette Frank, Councilor
Rochelle Roaden, City Manager

- 3) **THAT** this resolution rescinds Resolution No. 22/23-8, adopted January 3, 2023; and
- 4) **THAT** this resolution shall become effective immediately upon adoption.

ADOPTED this 6th day of February 2023.

In Favor:

Opposed:

Absent:

Abstained:

Trini Marquez, Mayor

Date Signed

ATTEST:

Melissa York, City Recorder

Date of Enactment

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To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: Approval of Resolution 22/23-09 Small City Allotment Grant Award
Date: February 6, 2023

Background and Information

The Oregon Department of Transportation (ODOT) distributes five million each year through the Small Cities Allotment (SCA) competitive grant program to cities with populations less than 5,000 for repairs to a city street or county road. SCA funds may only be used on streets that are "inadequate for the capacity they serve or are in a condition detrimental to safety" (ORS 366.805).

For the 2022 grant cycle, ODOT reviewed 84 applications requesting a total of \$18,920,300 and awarded 27 projects. (*Max award was increased from \$100,000 to \$250,000.*) The City of Dayton was awarded \$250,000 to complete the overlay of 7th Street from Ferry to Ash Street and part of 9th Street that had not been updated with the school district's project. We are anticipating completion in the summer of 2023 contingent on contractor and asphalt availability.

I had budgeted \$100,000 for this project in the 22/23 Budget before finding out that the award was being increased to \$250,000. This resolution is needed to accept the additional funds and to give the City Manager authority to execute the grant agreement.

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

City Manager Recommendation: I recommend approval.

Potential Motion to Approve: "I move to approve Resolution 22/23-09 a Resolution accepting a Small City Allotment Grant for \$250,000 from the Oregon Department of Transportation for the overlay of 7th Street between Ferry and Ash Street and a portion of 9th Street between Ferry and Ash Street."

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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2023 Small City Allotment Award Recipients

City	Award
Region 1	
North Plains	\$250,000
Region 1 Total	\$250,000
Region 2	
Amity	\$250,000
Bay City	\$250,000
Dayton	\$250,000
Detroit	\$250,000
Hubbard	\$250,000
Idanha	\$250,000
Nehalem	\$247,430
Oakridge	\$250,000
Rainier	\$120,802
Yachats	\$250,000
Region 2 Total	\$2,368,232
Region 3	
Canyonville	\$171,075
Gold Beach	\$250,000
Gold Hill	\$220,775
Myrtle Point	\$250,000
Oakland	\$250,000
Region 3 Total	\$1,141,850
Region 4	
Bonanza	\$129,065
Lakeview	\$250,000
Rufus	\$250,000
Region 4 Total	\$629,065
Region 5	
Elgin	\$250,000
Haines	\$250,000
Huntington	\$117,301
John Day	\$250,000
Lostine	\$250,000
Pilot Rock	\$250,000
Ukiah	\$125,000
Vale	\$250,000
Region 5 Total	\$1,742,301
2023 Program Total	\$6,131,448

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RESOLUTION No. 22/23-09
City of Dayton, Oregon

TITLE: A Resolution Accepting the Small City Allotment Grant for \$250,000 from the Oregon Department of Transportation for the Overlay of 7th Street Between Ferry and Ash Street and a Portion of 9th Street between Ferry and Ash Street.

WHEREAS, under the provisions of ORS 366.800 and 366.805, there has been withdrawn from State Highway funds appropriated for allocation to all cities of the State of Oregon the sum of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00); and

WHEREAS, in addition, there has been withdrawn from monies available to the Department of Transportation from the State Highway Fund the sum of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00); and

WHEREAS, as provided in ORS 366.805, said sums have been set up in a separate account to be administered by the Oregon Transportation Commission and to be allotted each year by said Commission to be spent, within cities of 5,000 or fewer persons upon streets not part of the state highway system that are inadequate for the capacity they serve or are in a condition detrimental to safety; and

WHEREAS, the City of Dayton is an incorporated city of the State of Oregon and has a population of less than 5,000 as given by the latest official federal census, and;

WHEREAS, 7th Street and a portion of 9th Street between Ferry and Ash Street meets the conditions required ORS 366.805.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAYTON THAT:

1. The aforementioned named streets of the City of Dayton are inadequate for the capacity it serves or is in a condition detrimental to safety.
2. That said street of the City of Dayton needs repair, reconstruction, or other major improvement.
3. That said street is not part of the state highway system and is under the jurisdiction and control of the City of Dayton.
4. That the City of Dayton does hereby offer to the Transportation Commission and does hereby pledge complete cooperation and assistance to the end, that said City may share and participate in the use and benefit of said special fund appropriation; and therefore, does designate Rochelle Roaden, City Manager, as the official representative of the City in all matters and who is authorized to execute all documents relating to this project.

ADOPTED this 6th day of February 2023.

In Favor:

Opposed:

Absent:

Abstained:

Trini Marquez, Mayor

Date Signed

ATTEST:

Melissa York, City Recorder

Date of Enactment

Exhibit A – SCA Grant Agreement

GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
SMALL CITY ALLOTMENT PROGRAM (SCA)

Project Name: 7th, 9th and Church Streets Overlay

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 two (2) years after the Effective Date (the “Availability Termination Date”).
2. **Agreement Documents.** This Agreement consists of this document and the following documents, which are attached hereto and incorporated by reference:
 - a. Exhibit A: **Project Description**
 - b. Exhibit B: **Recipient Requirements**
 - c. Exhibit C: **Subagreement Insurance Requirements**

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.

3. **Project Cost; Grant Funds.** The total estimated Project cost is \$250,624. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$250,000 (the “Grant Funds”). Recipient will be responsible for all Project costs not covered by the Grant 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;
 - E. right of way costs;
 - F. costs to adjust, reconstruct or relocate utilities; or
 - G. equipment, tools, or materials that could be used beyond the scope of the project.
- c. **Project Change Procedures.**
- i. If Recipient anticipates a change in scope or Availability Termination Date, Recipient shall submit a written request to the ODOT Program Manager at SmallCityAllotments@odot.oregon.gov. The request for change must be submitted before the change occurs.
 - ii. Recipient shall not proceed with any changes to scope 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.

- a. No later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs first, Recipient shall submit a reimbursement request to ODOT for the Eligible Costs of the Project. Recipient must pay its contractors, consultants and vendors before submitting the request for reimbursement to ODOT. Recipient's failure to timely submit the request for reimbursement may result in non-payment.
- b. Recipient's reimbursement request shall be submitted on Recipient letterhead to the ODOT Program Manager at SmallCityAllotments@odot.oregon.gov. The reimbursement request must

be dated and include the following information: the Agreement number, the start and end date of the billing period, an itemization of all expenses for which reimbursement is claimed, the amount of advance Grant Funds received to date (if applicable), and the requested reimbursement amount. Documentation supporting Eligible Costs must be provided with the request for reimbursement.

- c. Upon ODOT's receipt of the reimbursement request, ODOT will conduct a final on-site review of the Project. ODOT will withhold payment of the reimbursement request until the Small City Allotment Program Manager, or designee, has completed the final review and accepted the Project as complete.
 - d. Within forty-five (45) days of ODOT's approval of the reimbursement request, ODOT shall reimburse Recipient for Eligible Costs up to the Grant Funds amount.
 - e. Upon written request by Recipient, ODOT may advance up to 50% of the Grant Funds to Recipient before Project completion. If ODOT advances any Grant Funds to Recipient under this subsection, then, upon Project completion and final project acceptance by ODOT, ODOT will reimburse Recipient for Eligible Costs up to the remaining amount of available Grant Funds pursuant to subsection 5.b.
 - f. 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.
 - g. Recovery of Grant Funds.
 - i. Recovery of Misexpended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to ODOT. Recipient shall return all Misexpended Funds to ODOT no later than fifteen (15) days after ODOT's written demand for the same.
 - 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.
- 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.

The warranties set forth in this Section 6 are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

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, as well as generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations, if applicable. 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

Recipient may enter into agreements with subrecipients, contractors or subcontractors (collectively, “subagreements”) for performance of the Project. If Recipient enters into a subagreement, Recipient agrees to comply with the following:

a. Subagreements.

- 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 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. This paragraph shall survive expiration or termination of this Agreement.
- iii.** 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.

- 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.

c. Subagreement Insurance.

- i. 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.
 - ii. For all Project work that is not on or along a state highway, 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.
 - iii. 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.
 - iv. Recipient shall include provisions in each of its subagreements requiring its contractor(s) to comply with the indemnification and insurance requirements in Paragraphs 8.b and 8.c.
- d. 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

- ii. All procurement transactions are conducted in a manner providing full and open competition.
- e. **Self-Performing Work.** Recipient must receive prior approval from ODOT Program Manager for any self-performing work.
- f. **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. Except as otherwise provided in Paragraph 10.b. below, 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. Except as otherwise provided in Paragraph 10.b. below, 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.

This Section 10.a shall survive any expiration or termination of this Agreement.

- b. Contract-related Indemnification.** Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all

projects authorized under this Agreement: Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement. This Section 10.b. shall survive any expiration or termination of this Agreement.

- c. **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.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **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.
- f. **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.
- g. **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 Program Manager 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.g. 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 Program Manager. 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.
- h. **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.

- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. 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.
- n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, 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.

- o. Electronic Signatures.** Signatures showing on PDF documents, including but not limited to PDF copies of the Agreement, Work Orders, and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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.

Signature Page to Follow

City of Dayton, by and through its Governing Body

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

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

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Rochelle Roaden, City Manager
416 Ferry Street
Dayton, OR 97114
(503) 864-2221
rroaden@ci.dayton.or.us

ODOT Contact:

Shelly White-Robinson, Project Manager
455 Airport Road, SE, Bldg B
Salem, OR 97301
(971) 707-3924
Shelly.White-Robinson@odot.oregon.gov

STATE OF OREGON, by and through its Department of Transportation

By _____
Statewide Investments Management
Section Manager

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
Program Manager

Date _____

By _____
State Traffic-Roadway Engineer

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By Sam Zeigler via email saved to file
Assistant Attorney General

Date December 27, 2022

SCA Program Manager:

Deanna Edgar
355 Capitol St NE, MS 21
Salem, OR 97301-4178
(503) 986-3441
Deanna.Edgar@odot.oregon.gov

EXHIBIT A

Project Description

Agreement No. SCA2023-Dayton

Project Name: 7th, 9th and Church Streets Overlay

A. PROJECT DESCRIPTION

7th Street approximately from Hwy 155 to Ash Street

9th Street approximately from Hwy 155 to Ash Street

Church Street from 9th Street extending southwest approximately 650 feet.

The project includes leveling the streets followed by an asphalt overlay to the degree funding allows. Streets are listed in order of priority.

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 5.

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 Program Manager in writing when any contact information changes during the Agreement.
3. Recipient shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of the Project is defined as seven (7) years from its completion date (the "Project Useful Life"). After the Project Useful Life, maintenance of the Project shall conform to any maintenance agreement in place between the Parties. If no maintenance agreement exists, ODOT will maintain that portion of the Project that is within its jurisdiction unless otherwise provided in Exhibit A to this Agreement.
4. 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.

5. 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. During Project Construction, Recipient must have a contractor with an active ODOT ADA Contractor Certification directly supervise any construction or alteration of curb ramps. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form 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 5 shall survive termination of this Agreement.

6. 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. ODOT may charge for review of work to be performed on or along the state highway. The estimated cost to Recipient will be determined by ODOT in advance and shall be subject to the approval of Recipient prior to the services being rendered.
- c. 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.
- d. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- e. 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.

7. 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.

8. 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 8 is in addition to, and not in lieu of, ODOT's rights and remedies under Section 5.g ("Recovery of Grant Funds") of this Agreement.

9. 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 Program Manager in writing when the link changes during the term of this Grant Agreement.

10. Photographs

Recipient shall provide Project photographs with the final reimbursement request within ninety (90) days of project completion.

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) that its sub-recipients, contractors or subcontractors (“contractor”): i) obtain insurance specified in this Exhibit 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 the Recipient. 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. All references to “contractor” in this Exhibit refer to Recipient’s contractor as identified in this Paragraph 1.a.
- b. The insurance specified below is a minimum requirement that the Recipient shall require each of its contractors to meet, and shall include such requirement in each of Recipient’s subagreements with its contractors. Recipient may determine insurance types and amounts in excess of the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require each of its contractors to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Recipient’s contractors 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 Recipient’s contractors, 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. **Recipient’s contractors shall require compliance with these requirements in each of their 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 Recipient's contractors 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.

Automobile Liability Insurance covering Recipient's 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 endorse: 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: Approval of Historic Preservation Committee Reappointment
Date: February 6, 2023

Background and Information

The Historic Preservation Committee (HPC) is a five-member committee. Current committee members are Judy Gerrard, Kelly Haverkate, Wayne Herring, and Dave Hargett. Kim Courtin served on the committee until December 31, 2022, and is seeking reappointment for another four-year term.

With the HPC meetings scheduled for the third Wednesday of the month, Ms. Courtin would not be able to continue due to a conflict with a Volunteer Firefighter monthly meeting that she attends. Staff reviewed the meeting date with the remaining members of the committee asking to change to the 2nd Wednesday of the month. All current committee members have agreed to the date change.

City Manager Recommendation: I recommend reappointing Kim Courtin to the Historic Preservation Committee for a four-year term that expires on December 31, 2026.

Potential Motion: “I move to reappoint Kim Courtin to the Historic Preservation Committee for a four-year term that expires on December 31, 2026.”

City Council Options:

- 1 – Move to reappoint Kim Courtin to the Historic Preservation Committee as recommended.
- 2 – 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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To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: Awarding of Inflow and Infiltration Study
Date: February 6, 2023

Background and Information

The Department of Environmental Equality (DEQ) issued a violation and fine to the City in late November of 2022 for failing to meet the BOD and TSS limits set in our National Pollutant Discharge Elimination Permit (NPDES). DEQ outlined a two-step response which included a report evaluating the operations at our treatment facility from a qualified operations consultant, and an Inflow and Infiltration (I & I) study of the collection system which includes smoke testing of the entire collection system, a map of the entire collection system, flow mapping during storm events, and a comparison of the systems I & I to the environmental Protection Agency's criteria. The City submitted the operations evaluation report, which was completed by our engineer, Westech Engineering, in January.

Staff has reached out to Keller Associates (who has completed our smoke testing since 2014), Westech Engineering and Duke's Root Control, Inc., for quotes on performing the I & I study. We received one bid back from Keller and Associates for \$34,490.

I am working with Business Oregon and have been invited to apply for a \$20,000 grant to offset the cost of the I & I report which would bring the city's cost down to approximately \$14,500. There are funds in the Sewer Utility Fund to cover this cost in the current fiscal year. Once we receive the project schedule and if the project activity extends into the next fiscal year, I will budget accordingly.

I have added a 10% contingency onto the total amount of the project.

City Manager Recommendation: I recommend approval.

Potential Motion to Approve: "I move to approve awarding the Inflow and Infiltration Study Required by the Department of Environmental Quality to Keller and Associates with a not to exceed amount of \$38,000."

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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City of Dayton Inflow and Infiltration Evaluation SCOPE OF WORK

PROJECT DESCRIPTION

The City of Dayton (“Owner”) has contracted with Keller Associates, Inc. (“Consultant”) to provide an Inflow and Infiltration (I/I) evaluation. The system currently serves a population of approximately 2,666 people. The system consists of a gravity collection system with four pump stations and a facultative lagoon treatment plant operated in a summer-storage, winter discharge system. A previous facilities plan was completed in 2012. The plan recommended that the City implemented a large-scale I/I reduction program. This planning effort is intended to provide a study on assessing I/I with recommended solutions. The Consultant’s scope of work has been developed based on this project description. As the project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of work.

Consultant’s services are limited to those services outlined in the following scope of work.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT

Consultant Responsibilities

- 1.1. Project Management. Provide general project administration services including contract administration, project accounting, *monthly progress reports*, scheduling, and internal project administration
- 1.2. Project Meeting. Participate in project meetings. Prepare agenda and meeting minutes for both meetings.
 - a. Planning Criteria Meeting – The purpose of the planning criteria meeting is to establish Owner evaluation criteria, review project constraints and objectives, and discuss available data and published material that will be made available by the owner.
 - b. Draft technical Memorandum Review Meeting – The purpose of this meeting is to present the results of the analysis and recommendations for Owner review and approval.

Owner Responsibilities

- Provide meeting space for project meetings. Provide advertising where required.
- Review and provide input on recommendations.

Assumptions

- Project management budget assumes a planning schedule of up to 12 months.
- Unless otherwise noted, meetings/workshops may be held in person or via on-line meeting tools. This assumption applies to this task as well as subsequent tasks.

Deliverables

- Monthly invoices and progress reports.
- Project meeting agendas and minutes.

TASK 2:

TASK 2: I/I EVALUATION

- 2.1. Flow Monitoring. Develop a flow monitoring plan to collect data on sewer basins with a disproportionately high levels of I/I. Provide flow monitoring for up to three locations for a period of two to four weeks at each location. Budget includes providing flow metering equipment (\$900/meter). Prepare and calibrate flow monitoring equipment for installation and provide one Contractor staff to support during installation and removal of equipment. One Contractor staff will visit each flow monitoring site once or twice during flow monitoring operations to check on equipment and download data. Flow monitoring is anticipated to be completed during the wet weather period of the winter or spring 2023.
- 2.2. Nighttime monitoring. Collect and analyze night-time monitoring data.
- 2.3. Smoke Testing. Develop a smoke testing plan for one basin to collect data to be used in evaluating and making recommendations to address I/I in the collection system. Provide smoke testing for one day. The City desires to investigate the Palmer Creek Basin and North Basin using smoke testing to identify potential sources of I/I. This is anticipated to cover approximately 8,300 linear feet of collection system mainline, depending on field conditions and I/I challenges encountered.
- 2.4. Summary of previous smoke testing efforts. Provide a summary of most recent smoke testing efforts for all basins.

City Responsibilities

- Smoke testing includes 2 Consultant staff for 8 hours. Smoke testing will be scheduled and completed during the dry season (schedule assumes August to September 2023) when there is little to no rainfall anticipated and there has been little to no rainfall for an extended time period.
- Provide public notification as the City deems necessary, including a press release and door hangers in the areas identified for smoke testing by Consultant.
- Handle emergency services notification and communication prior to and during the testing.
- Handle interaction with residents and businesses during testing.
- **Perform confined space entry and install flow monitoring equipment with City staff per OSHA permitting requirements.** Accompany Consultant during equipment check and data download operations. Be responsible for traffic control (if required). Consultant staff will not enter manholes or designated confined spaces.

Assumptions

- Consultant will provide sample press release and door hanger material for City to review and distribute in anticipation of the smoke testing.
- Consultant will create and maintain all records during smoke testing.
- Consultant will provide required blower units and associated smoking equipment.
- Consultant will log observations and analyze collected data.
- It is anticipated that the nighttime monitoring services will be provided during the wet season (November – April)

Deliverables

- Requests for Information
- Summary tables and figures for flow monitoring, night-time monitoring, and smoke testing reports.

TASK 3: INFLOW AND INFILTRATION ASSESSMENT AND TECHNICAL MEMORANDUM

- 3.1. EPA criteria comparison. Inflow and Infiltration assessment will be consistent with EPA criteria for estimating inflow and infiltration.
- 3.2. Draft Memo. Prepare draft memo including flow monitoring, night-time monitoring, smoke testing, and EPA criteria. Submit to Owner for review.
- 3.3. Final Memo. Incorporate Owner input and provide final memo to Owner.

City Responsibilities

- Review and provide one set of consolidated comments on Draft Memo.

Assumptions

- Site tour is limited to visual observations and is not intended to be a comprehensive inspect inspection.
- Consultant will get flow criteria from Westech’s Wastewater Facilities Planning Study to compare with the EPA criteria and the flow monitoring data.

Deliverables

- I/I Technical Memorandum

SCHEDULE

Consultant intends to provide a draft master plan document for Owner review within 9 months of receiving the requested information from the Owner. The schedule assumes that requested information is provided by the Owner within the timeframes indicated in the scope of work, that Owner reviews are generally completed within one week, and that nighttime monitoring can be accomplished during later winter/spring of 2023.

COMPENSATION

As compensation for services to be performed by Consultant, the Owner will pay Consultant as described in the following table. The total authorized budget amount shall not be exceeded without written authorization from the Owner.

Task	Type	Amount
Task 1 – Project Management	LS	\$2,810
Task 2 – I/I Evaluation	LS	\$20,830
Task 3 – Inflow and Infiltration Assessment and Technical Memorandum	LS	\$10,850
TOTAL COST		\$34,490

LS = Lump Sum T&M = Time and Materials

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To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: Domain Migration to DaytonOregon.gov
Date: February 6, 2023

Background and Information

Council Goal: *Goal F – Enhance Communications to actively engage the community.*

A priority 1 strategic goal this year is to “Migrate over to DaytonOregon.gov from ci.dayton.or.us”.

Staff has been working with our website vendor (eZtask) and our IT vendor (Alexonet) to complete this project. The weekend of February 10th-12th, the migration will begin and be completed by Monday, February 13th. It will take a few days for all the data to propagate.

Our Domain/ Website will change from ci.dayton.or.us to **DaytonOregon.gov**.

Council and staff email address will change to the new domain. Example: TriniMarquez@DaytonOregon.gov from TriniMarquez@ci.dayton.or.us.

As part of the migration, IT will add an alias to your old email account adding your new email and making the daytonoregon.gov your primary email address. We ask that you put a note on the bottom of your emails after the 13th noting your email address change to the new domain. You will be able to sign into your email account using either email address.

The city will be sending out a bilingual postcard through Every Door Direct program through the post office to all city addresses. Also, we will have a social media campaign to roll out the new information to our online community.

I am also in the process of changing up the design on the letterhead, the nametags and the business cards since we have to update the website information. If you would like business cards, please let Melissa or I know so we can get them ordered for you.

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To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: City of Dayton 2022 Survey Results Discussion
Date: February 6, 2023

Background

Goal F: Enhance Communications to Actively Engage the Community

The City of Dayton first annual survey went out in the fourth quarter of 2020. With most of the responses coming in during the first week of the survey, we realized that rolling it out for a few weeks in December would be the best approach. So, for 2021 and 2022, the survey rolled out in December.

In 2022, the survey was published in two separate surveys – one in English and one in Spanish compared to prior years where participants could choose from a drop-down menu to select Spanish. Council felt this would make it more accessible to our Spanish-speaking community.

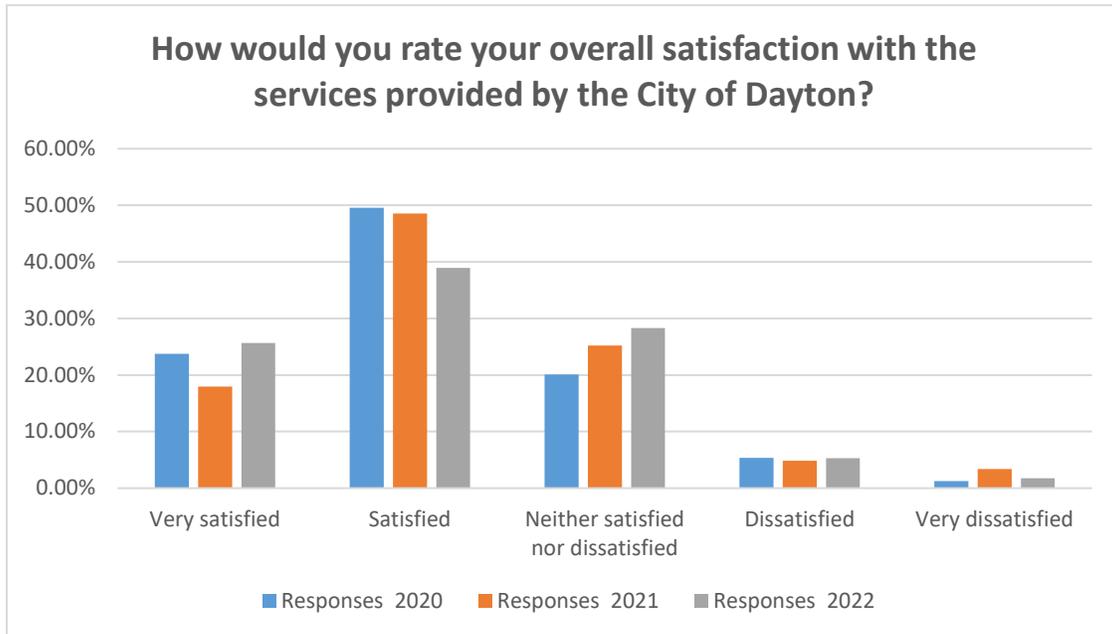
Our collector methods this year included the following:

- a full-page bilingual advertisement in the December issue of the Ferry Street News with a QR code to access each survey (see attached)
- an app notice linking the Poll button in our smart phone app to the surveys
- direct emails to all the utility account emails on file
- provided hard copies at City Hall
- social media posts on Facebook and Instagram
- Icon on the website news section that linked to the surveys which was also visible on via the News icon in the app

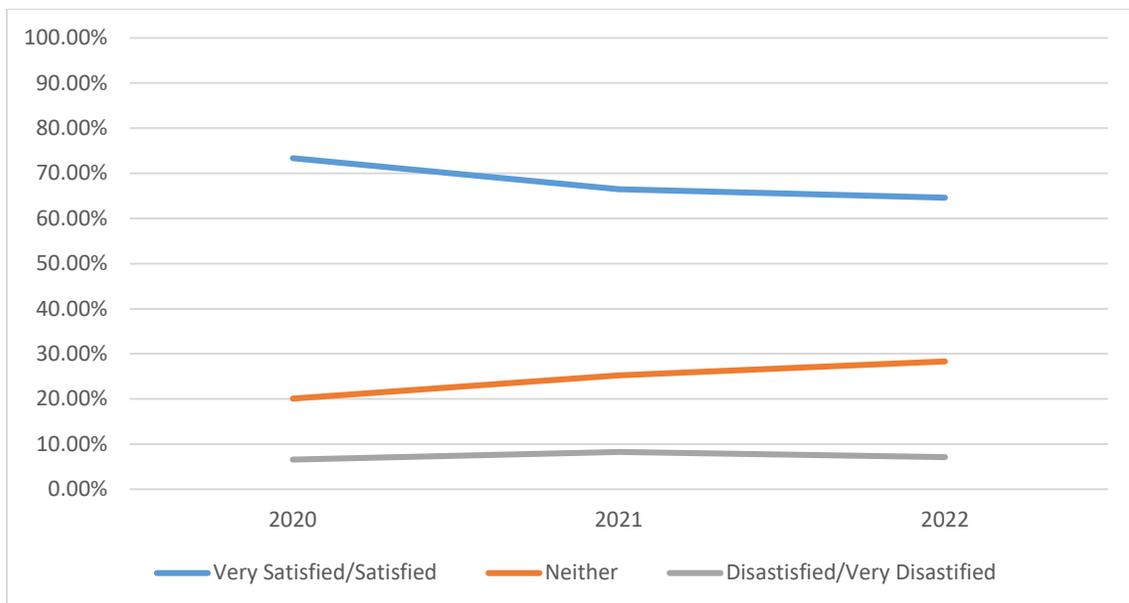
Participation levels were down considerable for the 2022 cycle. We received 112 responses for the English Survey and 2 responses for the Spanish compared to 2021 where we received 206 responses of which 196 were in English and 10 were Spanish. Of the respondents, 96 responded via email, 9 via the QR codes and 11 via the app compared to 140 via email last year, 49 via QR codes and 16 via the app. The City rolled out the Parks Survey in November of 2022, so I am not sure if Dayton residents were fatigued with two surveys around the same time. We also replaced The Every Door Direct mailer postcard with the Ferry Street News advertisement because we had sent a mailer out for the Parks Survey. Responses from the direct email collector had the biggest decrease this year which leads me to believe that it was either survey fatigue or maybe respondents thought the two surveys were the same.

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With three years of data, we can start looking at comparisons. Data includes the responses from both the English and Spanish surveys. For the overall services provided by Dayton:



Combing the favorable responses (very satisfied and satisfied) vs Neither satisfied or dissatisfied vs combining the dissatisfied responses (dissatisfied and very dissatisfied) gives this picture.

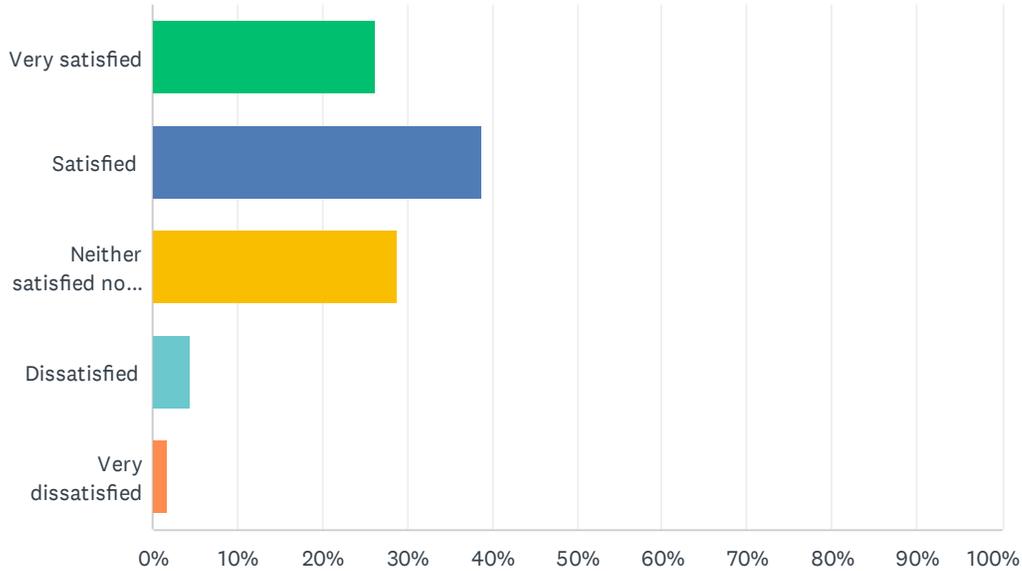


Following is a listing of each question, a chart, and the response data for your review. Question 13 is open ended and all individual responses are included for your review. Neither participant entered anything on the Spanish survey.

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

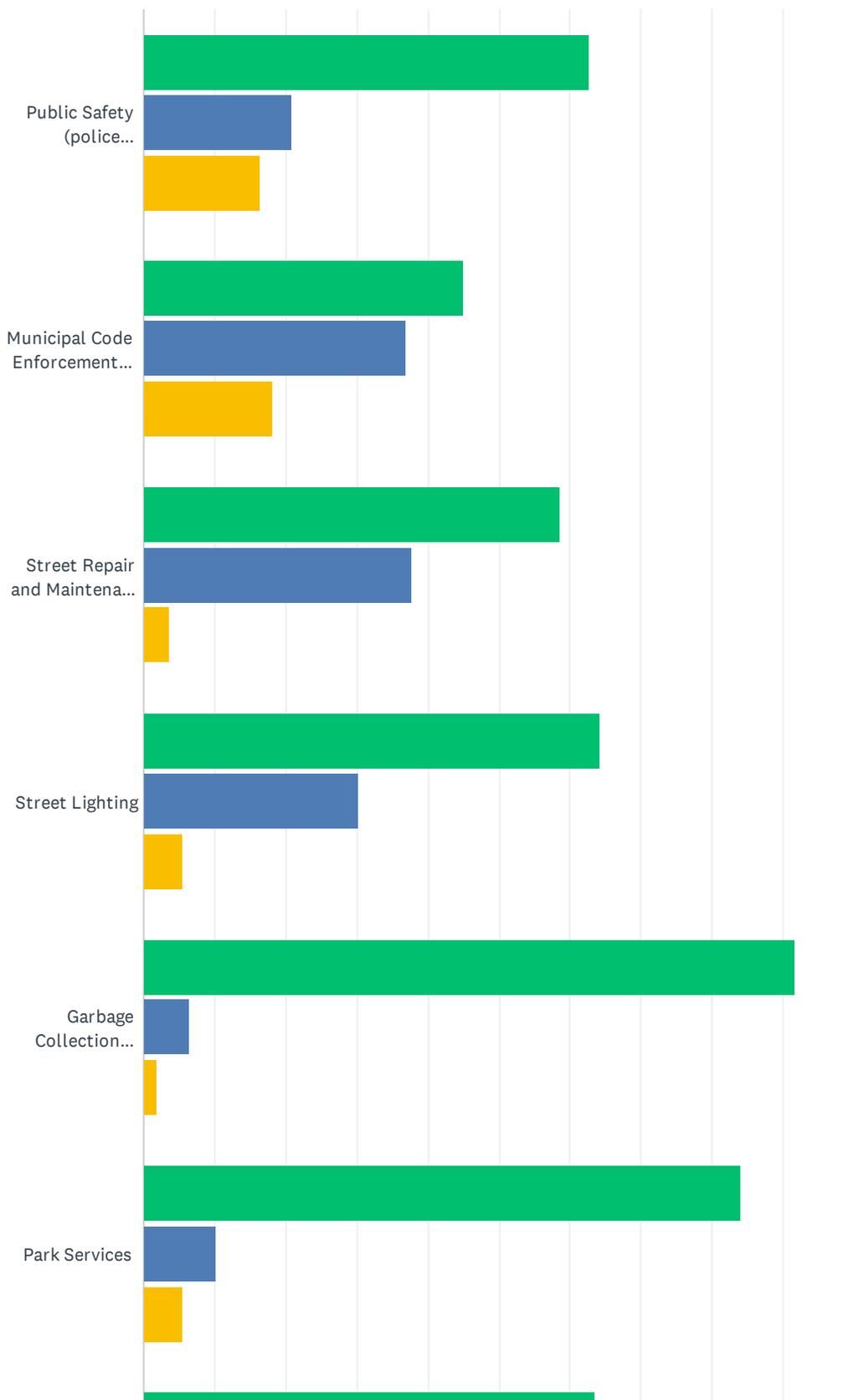
Answered: 111 Skipped: 1



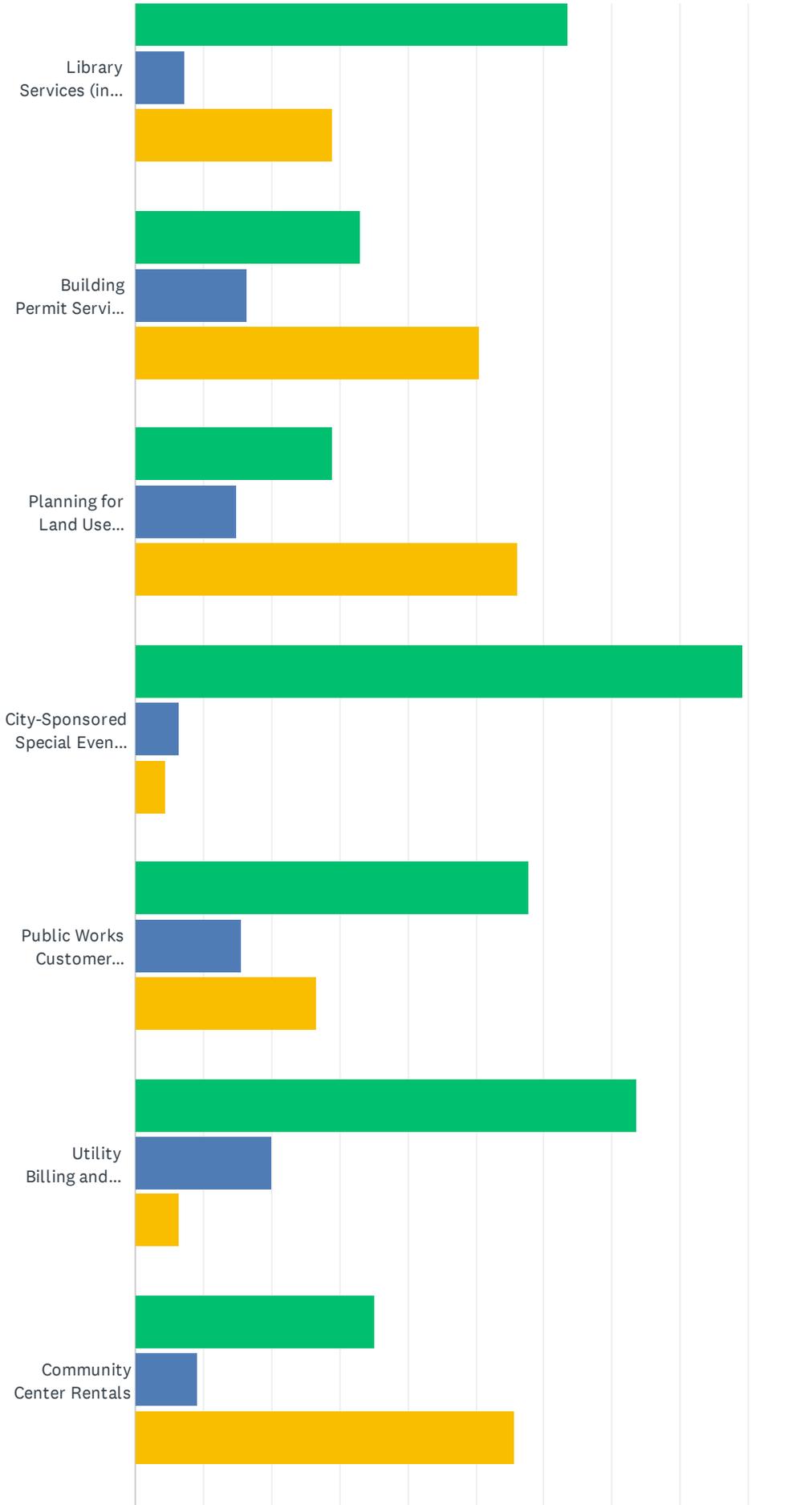
ANSWER CHOICES	RESPONSES	
Very satisfied	26.13%	29
Satisfied	38.74%	43
Neither satisfied nor dissatisfied	28.83%	32
Dissatisfied	4.50%	5
Very dissatisfied	1.80%	2
TOTAL		111

Q2 How satisfied are you with the following city services?

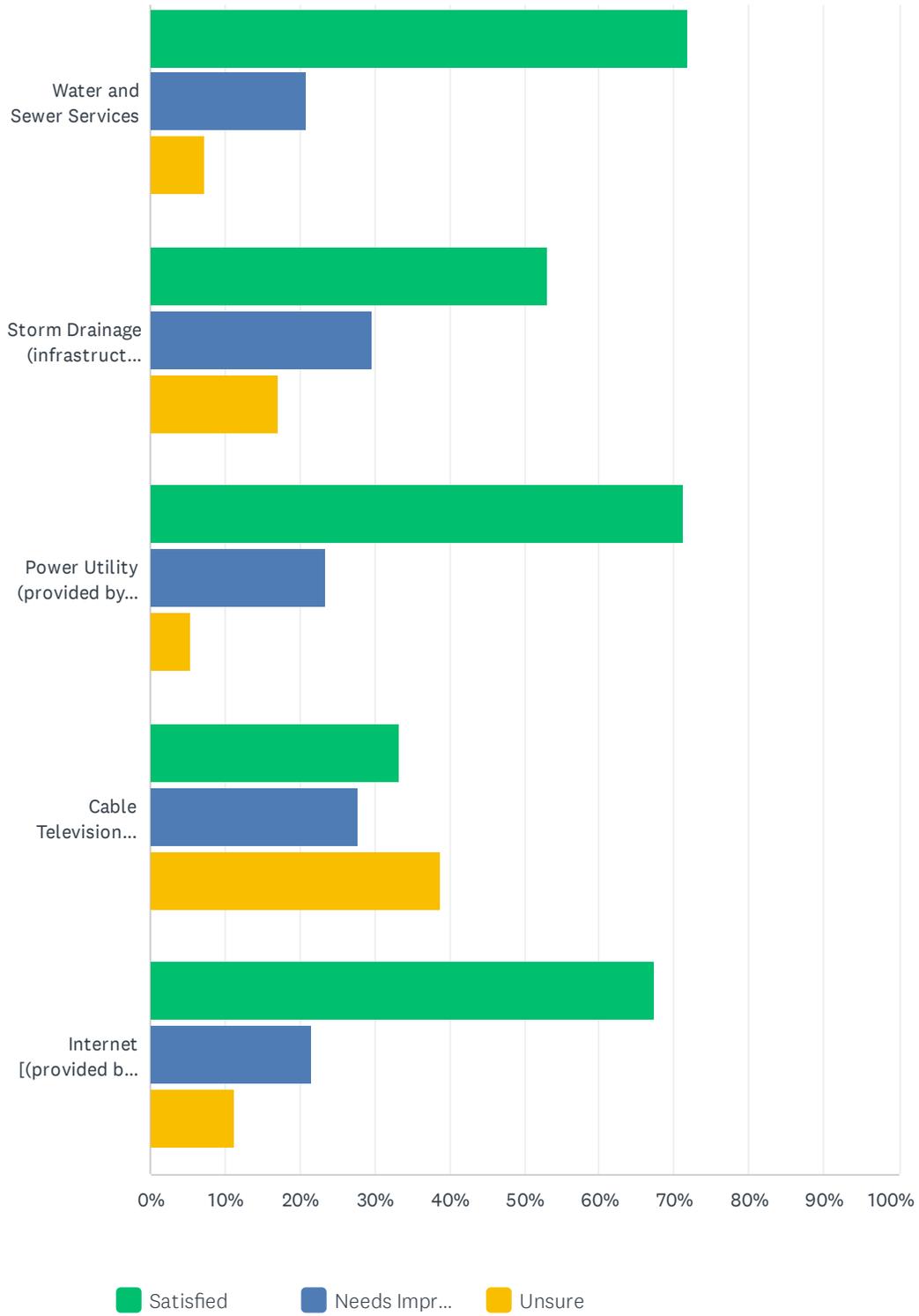
Answered: 111 Skipped: 1



City of Dayton Survey 2022



City of Dayton Survey 2022

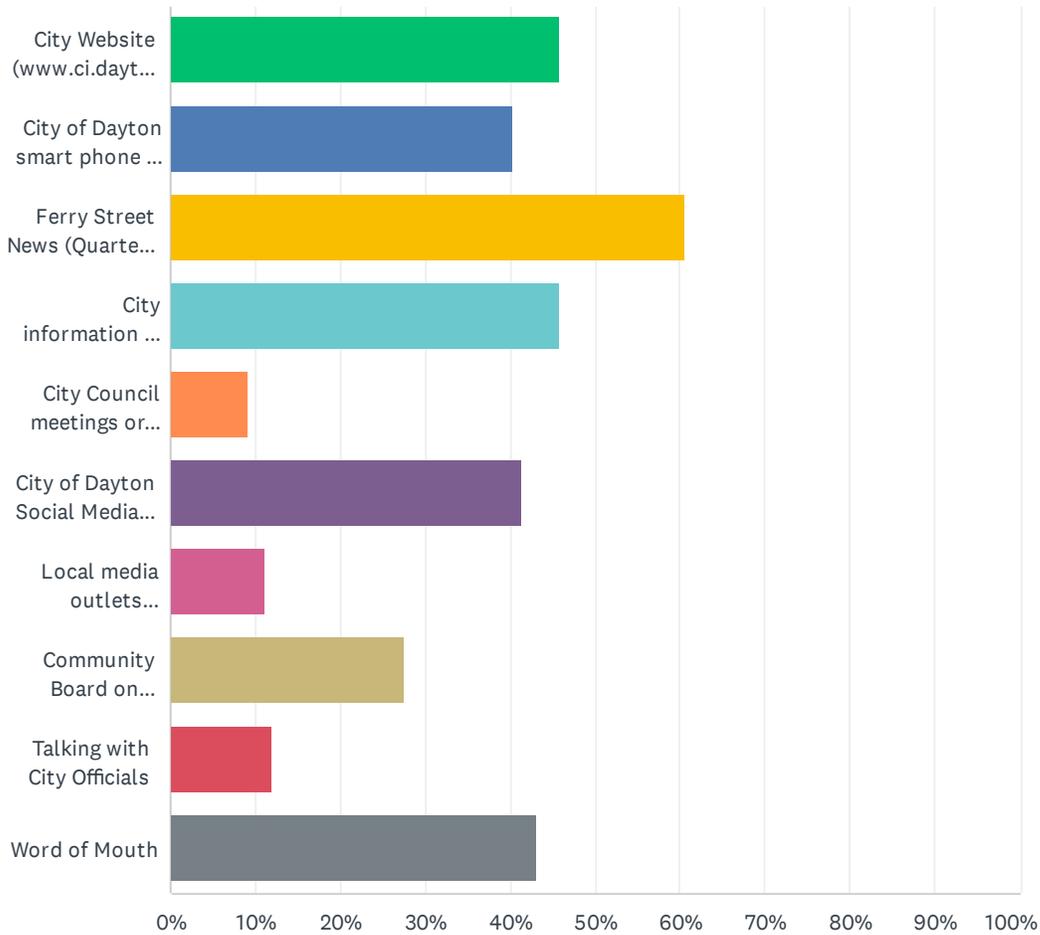


City of Dayton Survey 2022

	SATISFIED	NEEDS IMPROVEMENT	UNSURE	TOTAL	WEIGHTED AVERAGE
Public Safety (police services contracted through the Yamhill County Sheriff's Office)	62.73% 69	20.91% 23	16.36% 18	110	1.25
Municipal Code Enforcement (complaint driven regarding noise, animals, noxious vegetation, junk, parking, etc.)	45.05% 50	36.94% 41	18.02% 20	111	1.45
Street Repair and Maintenance	58.56% 65	37.84% 42	3.60% 4	111	1.39
Street Lighting	64.22% 70	30.28% 33	5.50% 6	109	1.32
Garbage Collection (contracted through Recology)	91.74% 100	6.42% 7	1.83% 2	109	1.07
Park Services	84.11% 90	10.28% 11	5.61% 6	107	1.11
Library Services (in partnership with Chemeketa Cooperative Regional Library Service - CCRLS)	63.64% 70	7.27% 8	29.09% 32	110	1.10
Building Permit Services (application processing to building inspector services contracted through the City of Newberg)	33.03% 36	16.51% 18	50.46% 55	109	1.33
Planning for Land Use Services (contracted through Mid-Willamette Valley Council of Governments)	28.97% 31	14.95% 16	56.07% 60	107	1.34
City-Sponsored Special Events (Dayton Friday Nights, Old Timer's Weekend, Breakfast with Santa, Tree Lighting, etc.)	89.09% 98	6.36% 7	4.55% 5	110	1.07
Public Works Customer Service	57.80% 63	15.60% 17	26.61% 29	109	1.21
Utility Billing and Customer Service (water and sewer services)	73.64% 81	20.00% 22	6.36% 7	110	1.21
Community Center Rentals	35.19% 38	9.26% 10	55.56% 60	108	1.21
Water and Sewer Services	71.82% 79	20.91% 23	7.27% 8	110	1.23
Storm Drainage (infrastructure designed to drain excess rain and ground water from impervious surfaces like paved streets, parking lots, sidewalks, and roofs.)	53.15% 59	29.73% 33	17.12% 19	111	1.36
Power Utility (provided by PGE)	71.17% 79	23.42% 26	5.41% 6	111	1.25
Cable Television (provided by Comcast)	33.33% 36	27.78% 30	38.89% 42	108	1.45
Internet [(provided by Online NW/Comcast/Ziplay (formerly Frontier)]	67.29% 72	21.50% 23	11.21% 12	107	1.24

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

Answered: 109 Skipped: 3

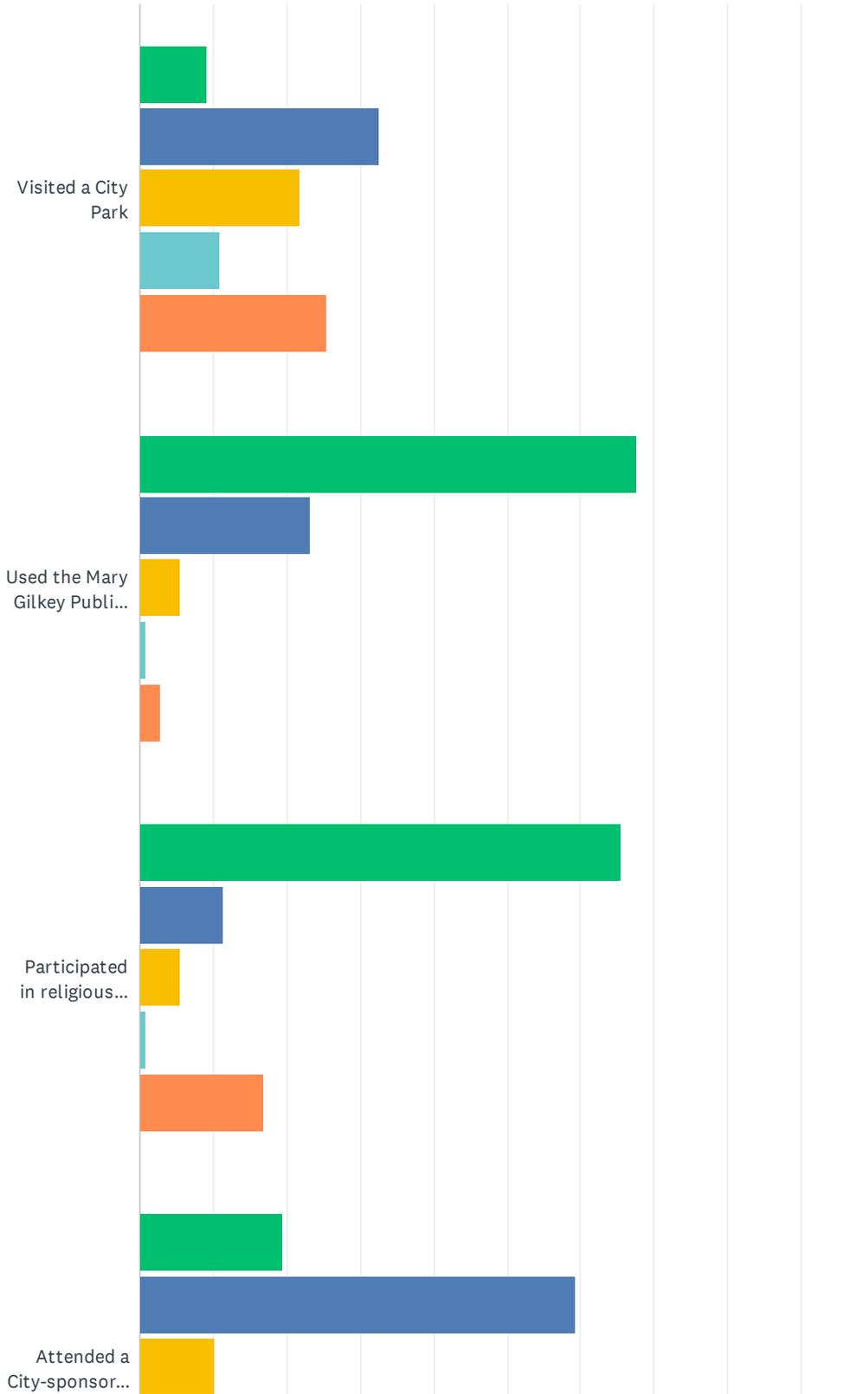


City of Dayton Survey 2022

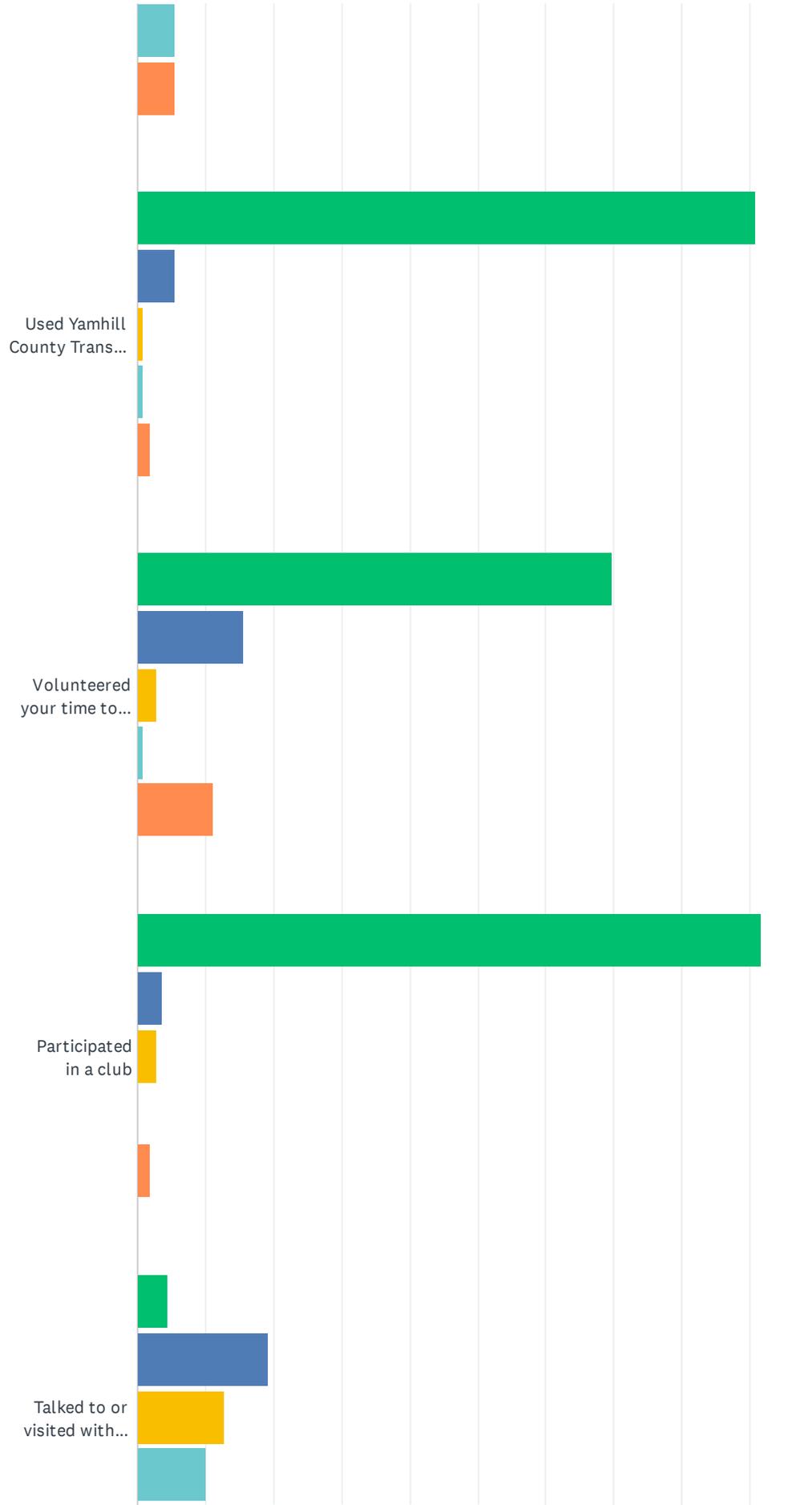
ANSWER CHOICES	RESPONSES	
City Website (www.ci.dayton.or.us)	45.87%	50
City of Dayton smart phone app (available on google play and app store)	40.37%	44
Ferry Street News (Quarterly Newsletter)	60.55%	66
City information on brochures or water bill	45.87%	50
City Council meetings or other public meetings	9.17%	10
City of Dayton Social Media (Facebook, Instagram, Twitter)	41.28%	45
Local media outlets (Newspaper, radio)	11.01%	12
Community Board on Facebook	27.52%	30
Talking with City Officials	11.93%	13
Word of Mouth	43.12%	47
Total Respondents: 109		

Q4 In the last 12 months, about how many times have you done any of the following in Dayton?

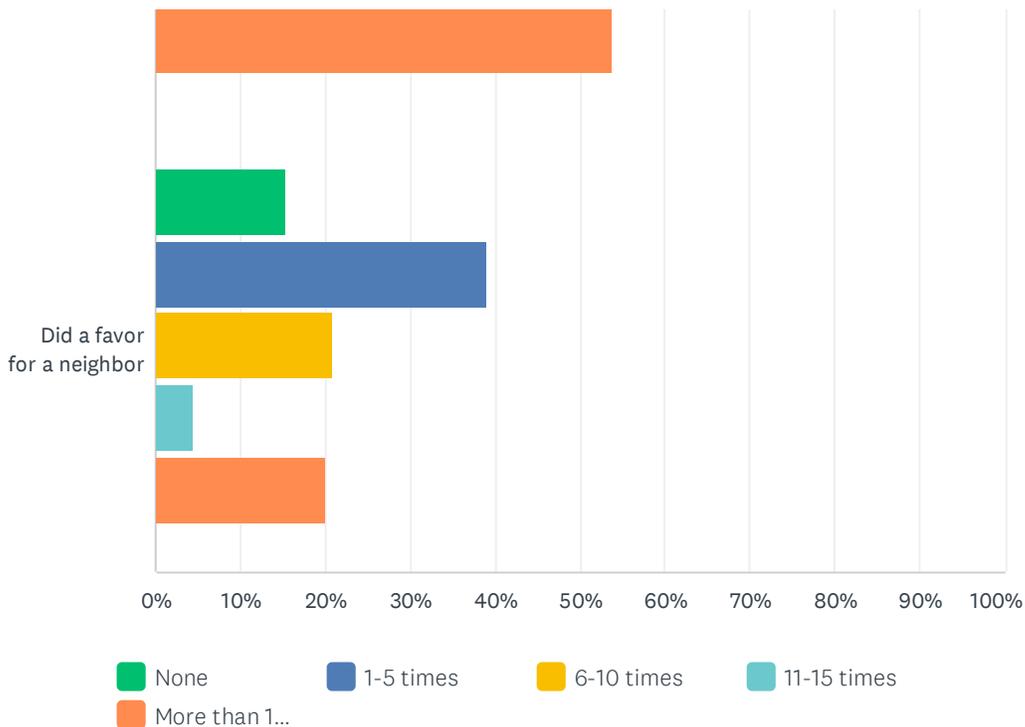
Answered: 110 Skipped: 2



City of Dayton Survey 2022



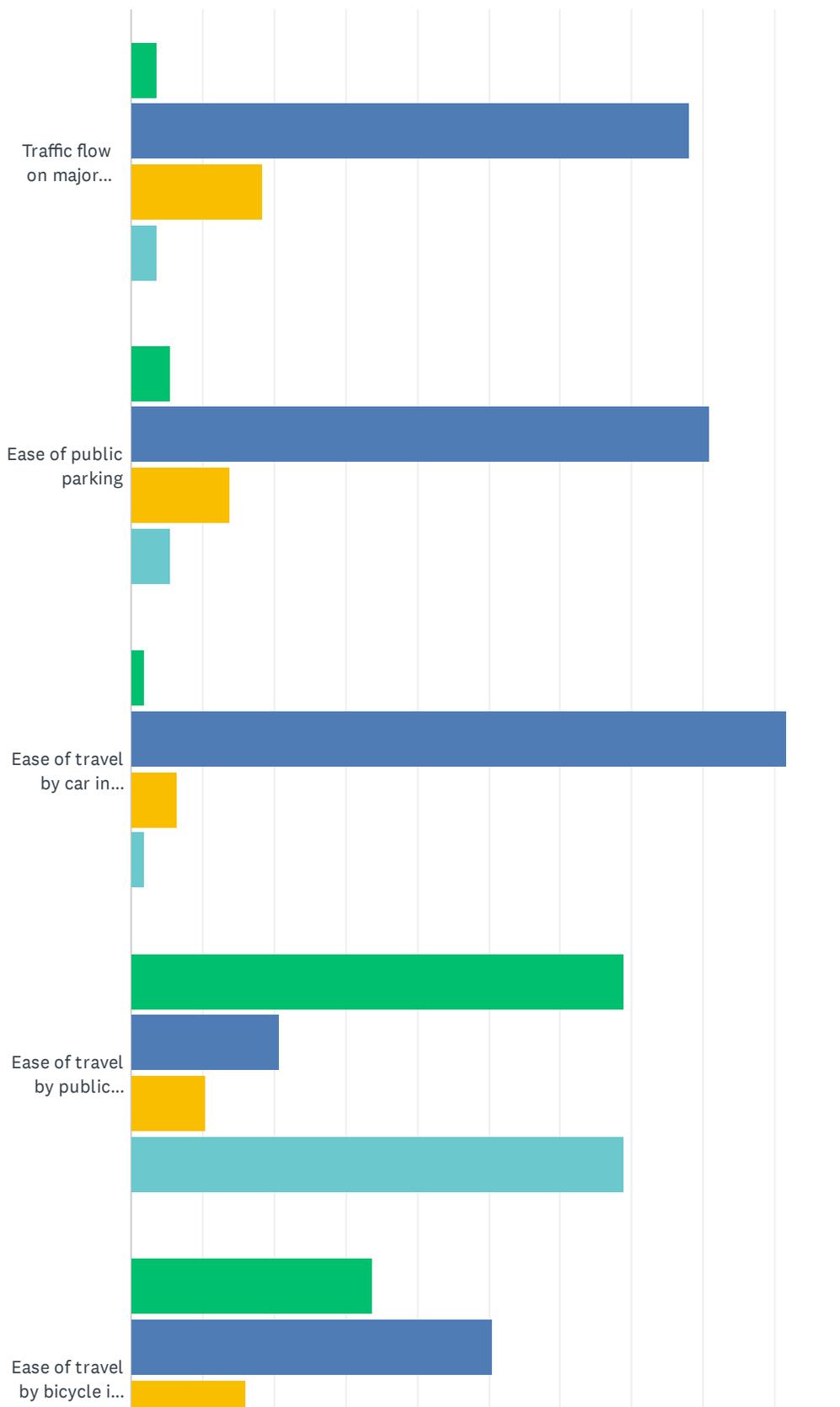
City of Dayton Survey 2022



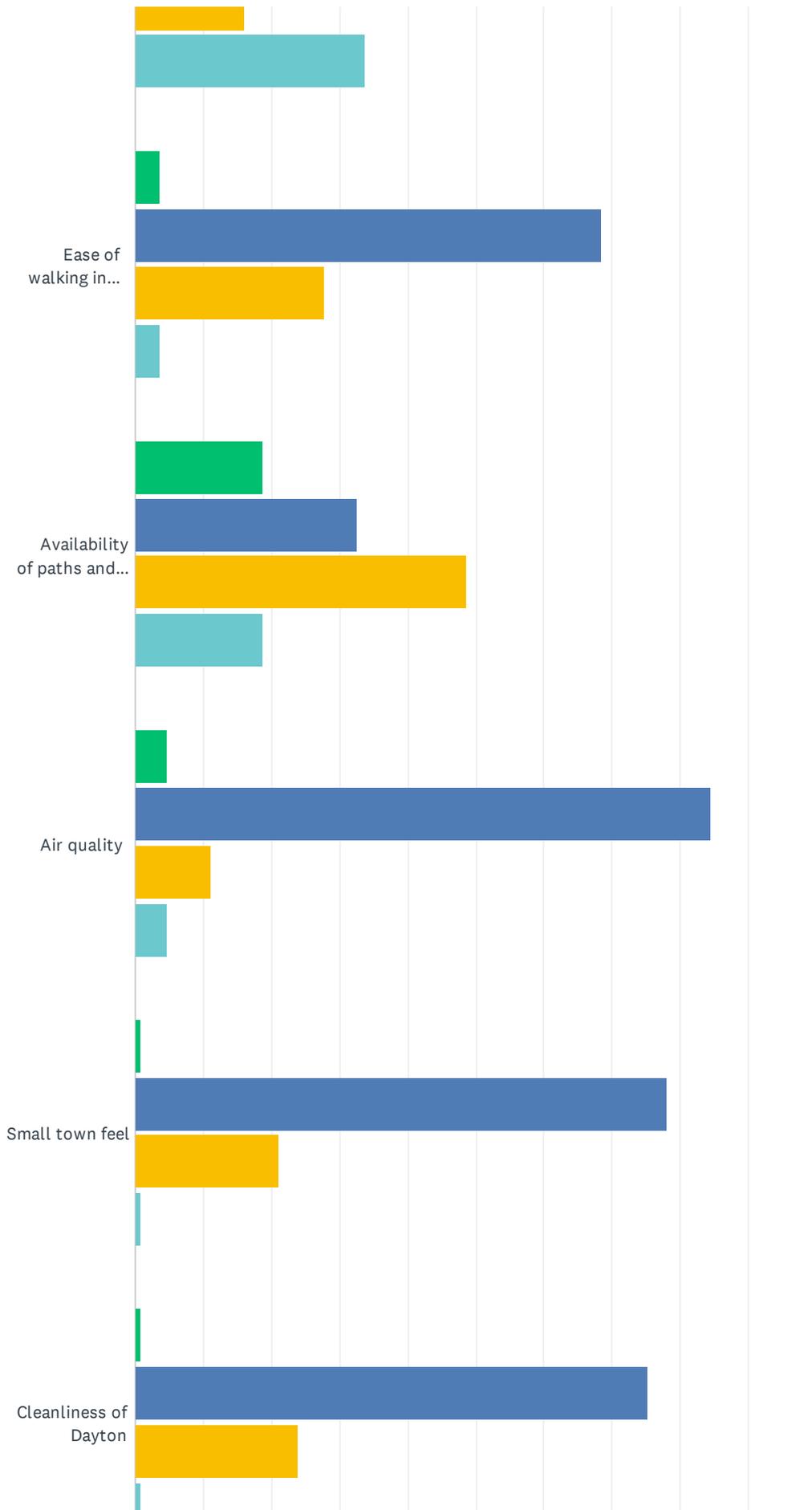
	NONE	1-5 TIMES	6-10 TIMES	11-15 TIMES	MORE THAN 15 TIMES	TOTAL
Visited a City Park	9.09% 10	32.73% 36	21.82% 24	10.91% 12	25.45% 28	110
Used the Mary Gilkey Public Library	67.59% 73	23.15% 25	5.56% 6	0.93% 1	2.78% 3	108
Participated in religious or spiritual activities in Dayton	65.42% 70	11.21% 12	5.61% 6	0.93% 1	16.82% 18	107
Attended a City-sponsored event	19.44% 21	59.26% 64	10.19% 11	5.56% 6	5.56% 6	108
Used Yamhill County Transit instead of driving	90.83% 99	5.50% 6	0.92% 1	0.92% 1	1.83% 2	109
Volunteered your time to some group/activity in Dayton	69.72% 76	15.60% 17	2.75% 3	0.92% 1	11.01% 12	109
Participated in a club	91.67% 99	3.70% 4	2.78% 3	0.00% 0	1.85% 2	108
Talked to or visited with your immediate neighbors	4.55% 5	19.09% 21	12.73% 14	10.00% 11	53.64% 59	110
Did a favor for a neighbor	15.45% 17	39.09% 43	20.91% 23	4.55% 5	20.00% 22	110

Q5 As a Dayton resident, how do you feel about the following?

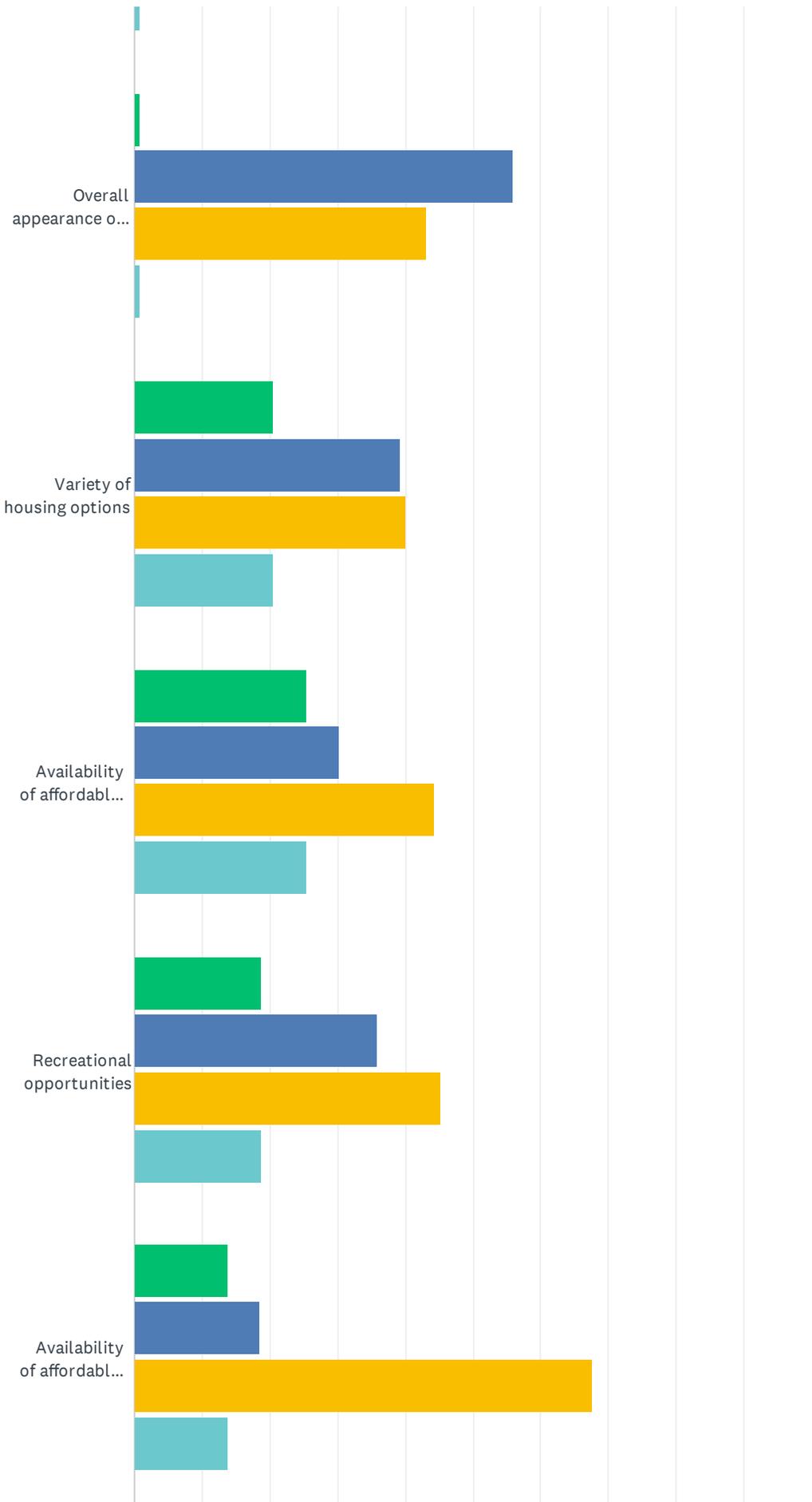
Answered: 109 Skipped: 3



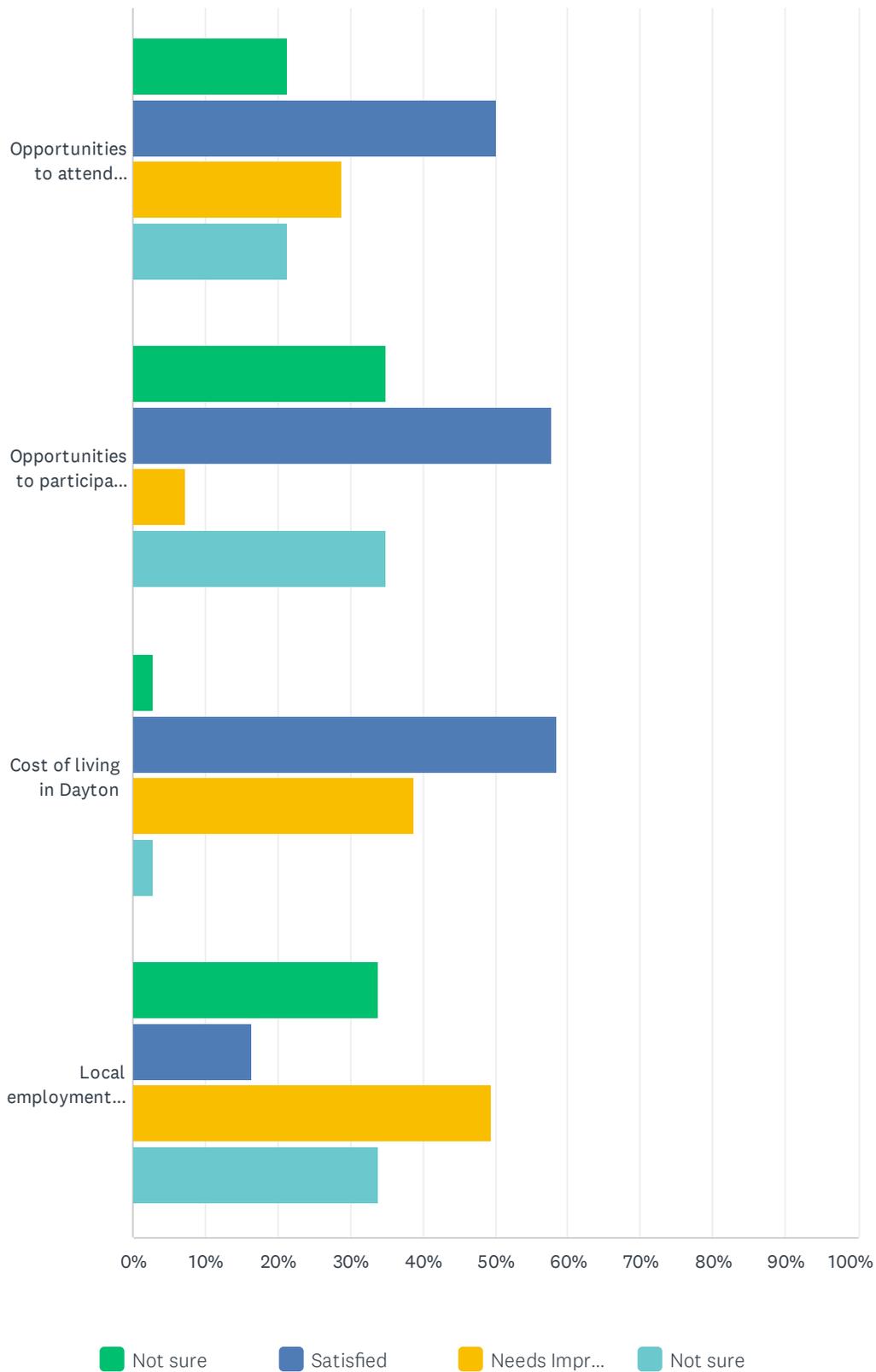
City of Dayton Survey 2022



City of Dayton Survey 2022



City of Dayton Survey 2022

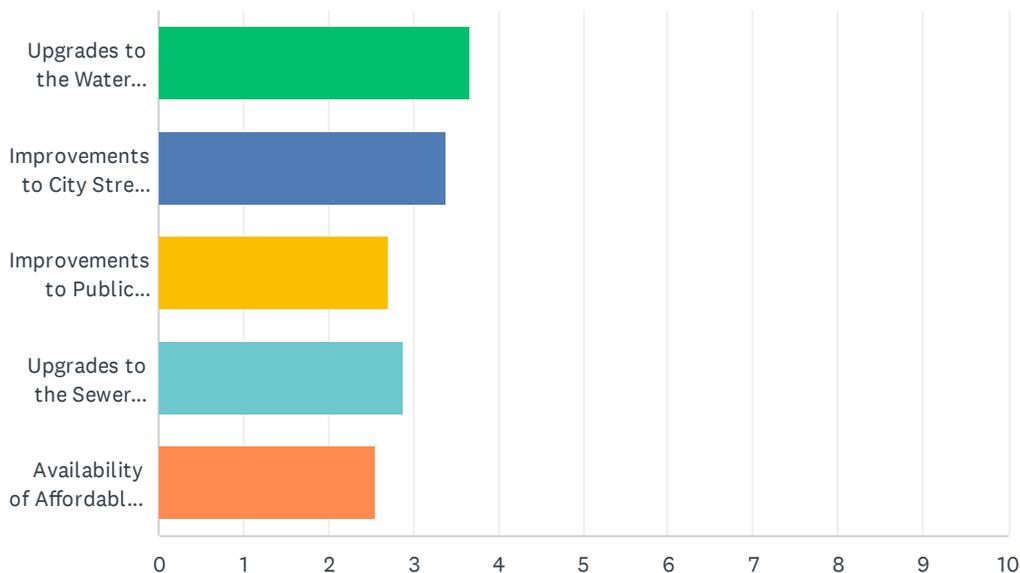


City of Dayton Survey 2022

	NOT SURE	SATISFIED	NEEDS IMPROVEMENT	NOT SURE	TOTAL	WEIGHTED AVERAGE
Traffic flow on major streets	3.67% 4	77.98% 85	18.35% 20	3.67% 4	109	1.19
Ease of public parking	5.50% 6	80.73% 88	13.76% 15	5.50% 6	109	1.15
Ease of travel by car in Dayton	1.85% 2	91.67% 99	6.48% 7	1.85% 2	108	1.07
Ease of travel by public transportation in Dayton	68.87% 73	20.75% 22	10.38% 11	68.87% 73	106	1.33
Ease of travel by bicycle in Dayton	33.64% 36	50.47% 54	15.89% 17	33.64% 36	107	1.24
Ease of walking in Dayton	3.70% 4	68.52% 74	27.78% 30	3.70% 4	108	1.29
Availability of paths and walking trails	18.69% 20	32.71% 35	48.60% 52	18.69% 20	107	1.60
Air quality	4.59% 5	84.40% 92	11.01% 12	4.59% 5	109	1.12
Small town feel	0.92% 1	77.98% 85	21.10% 23	0.92% 1	109	1.21
Cleanliness of Dayton	0.92% 1	75.23% 82	23.85% 26	0.92% 1	109	1.24
Overall appearance of Dayton	0.92% 1	55.96% 61	43.12% 47	0.92% 1	109	1.44
Variety of housing options	20.56% 22	39.25% 42	40.19% 43	20.56% 22	107	1.51
Availability of affordable quality housing	25.47% 27	30.19% 32	44.34% 47	25.47% 27	106	1.59
Recreational opportunities	18.87% 20	35.85% 38	45.28% 48	18.87% 20	106	1.56
Availability of affordable quality food	13.89% 15	18.52% 20	67.59% 73	13.89% 15	108	1.78
Opportunities to attend cultural/arts/music activities	21.30% 23	50.00% 54	28.70% 31	21.30% 23	108	1.36
Opportunities to participate in religious or spiritual events and activities	34.86% 38	57.80% 63	7.34% 8	34.86% 38	109	1.11
Cost of living in Dayton	2.78% 3	58.33% 63	38.89% 42	2.78% 3	108	1.40
Local employment opportunities	33.94% 37	16.51% 18	49.54% 54	33.94% 37	109	1.75

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

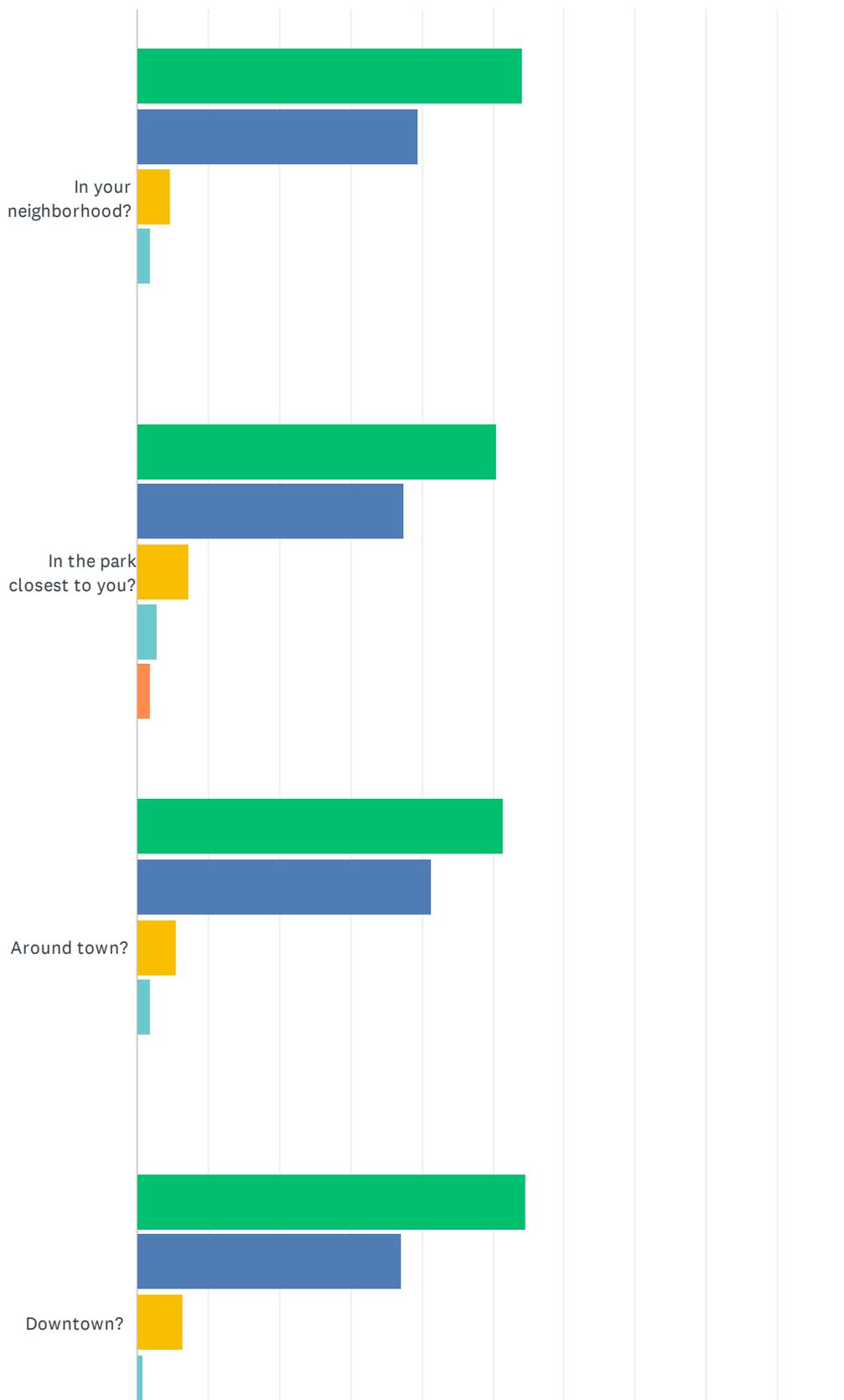
Answered: 107 Skipped: 5



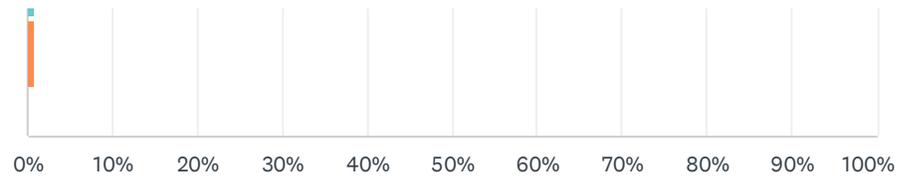
	1	2	3	4	5	TOTAL	SCORE
Upgrades to the Water System	38.30% 36	19.15% 18	21.28% 20	13.83% 13	7.45% 7	94	3.67
Improvements to City Streets and Sidewalks	24.24% 24	26.26% 26	25.25% 25	13.13% 13	11.11% 11	99	3.39
Improvements to Public Safety (Police Services)	15.46% 15	15.46% 15	20.62% 20	21.65% 21	26.80% 26	97	2.71
Upgrades to the Sewer System	7.14% 7	26.53% 26	23.47% 23	31.63% 31	11.22% 11	98	2.87
Availability of Affordable Housing	20.59% 21	11.76% 12	9.80% 10	18.63% 19	39.22% 40	102	2.56

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

Answered: 109 Skipped: 3



City of Dayton Survey 2022

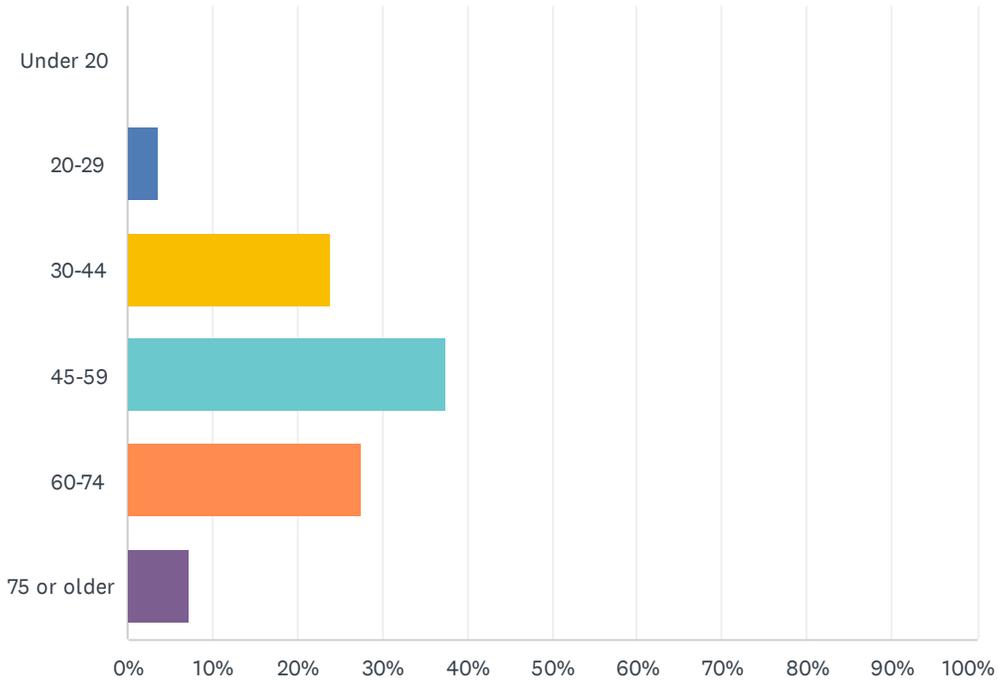


■ Very Safe
 ■ Somewhat ...
 ■ Neither Saf...
 ■ Not Very Sa...
■ Not Safe at...

	VERY SAFE	SOMEWHAT SAFE	NEITHER SAFE OR UNSAFE	NOT VERY SAFE	NOT SAFE AT ALL	TOTAL	WEIGHTED AVERAGE
In your neighborhood?	54.13% 59	39.45% 43	4.59% 5	1.83% 2	0.00% 0	109	1.54
In the park closest to you?	50.46% 55	37.61% 41	7.34% 8	2.75% 3	1.83% 2	109	1.68
Around town?	51.38% 56	41.28% 45	5.50% 6	1.83% 2	0.00% 0	109	1.58
Downtown?	54.63% 59	37.04% 40	6.48% 7	0.93% 1	0.93% 1	108	1.56

Q8 What is your age?

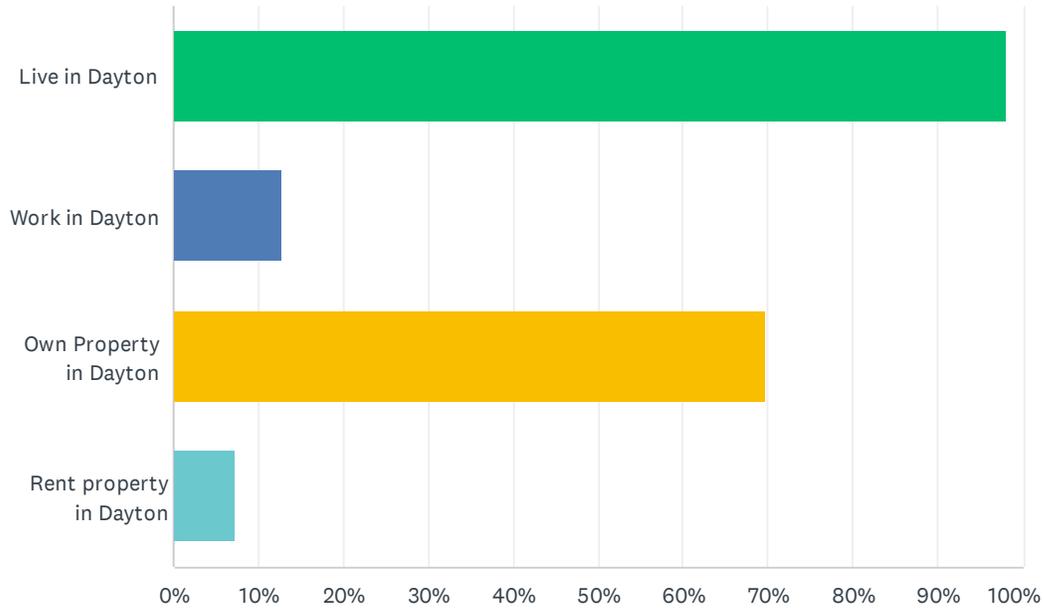
Answered: 109 Skipped: 3



ANSWER CHOICES	RESPONSES	
Under 20	0.00%	0
20-29	3.67%	4
30-44	23.85%	26
45-59	37.61%	41
60-74	27.52%	30
75 or older	7.34%	8
TOTAL		109

Q9 Do you: (check all that apply)

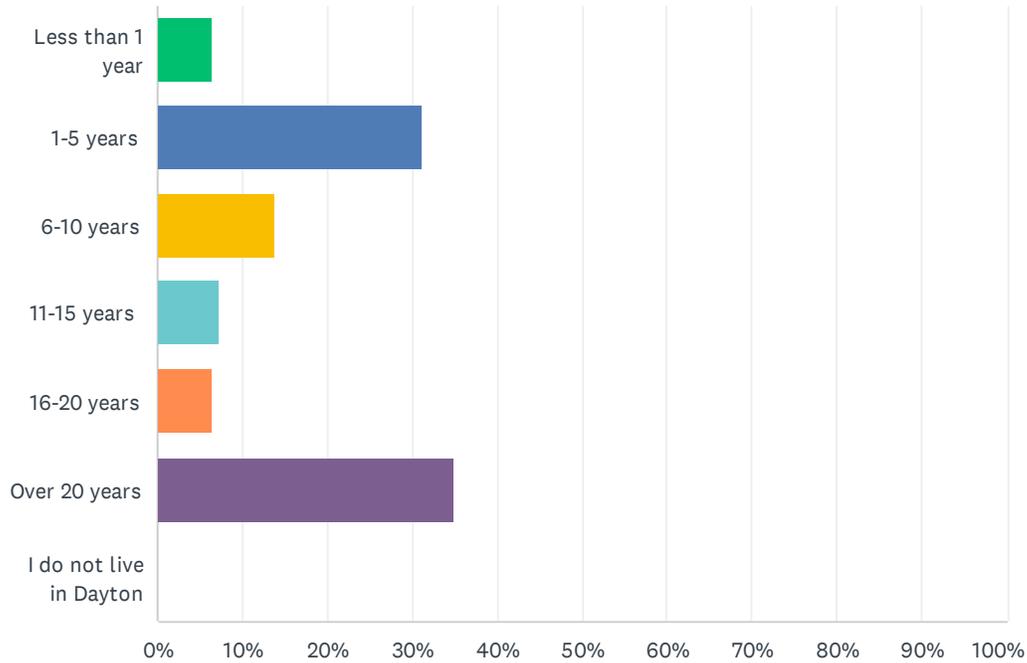
Answered: 109 Skipped: 3



ANSWER CHOICES	RESPONSES	
Live in Dayton	98.17%	107
Work in Dayton	12.84%	14
Own Property in Dayton	69.72%	76
Rent property in Dayton	7.34%	8
Total Respondents: 109		

Q10 How long have you lived in Dayton?

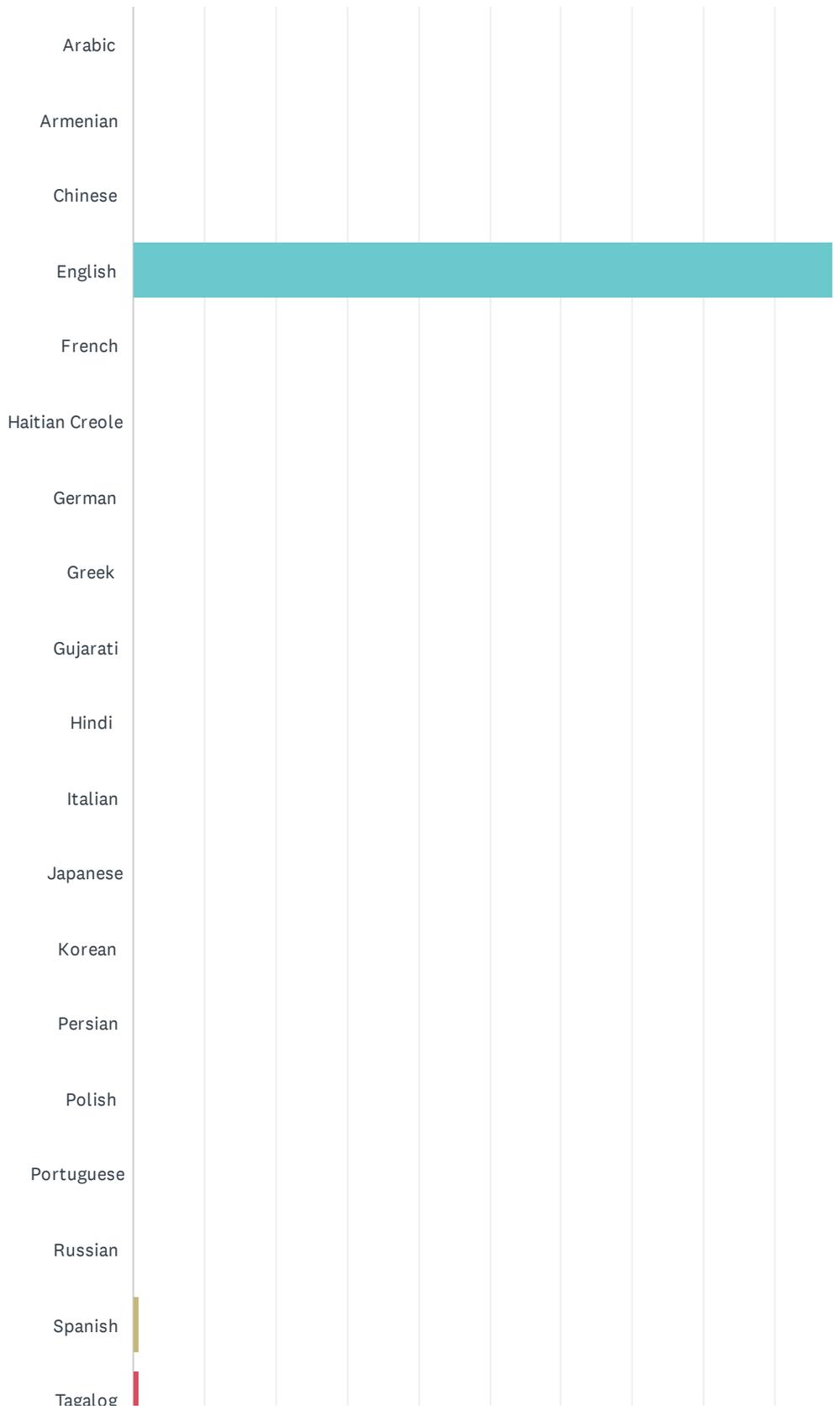
Answered: 109 Skipped: 3



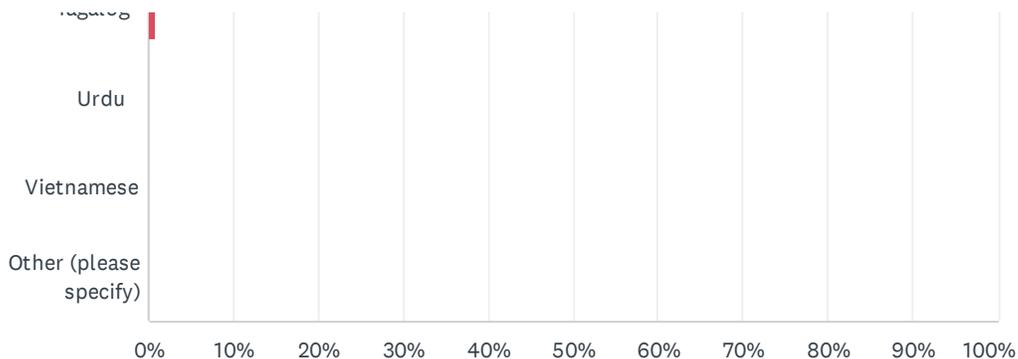
ANSWER CHOICES	RESPONSES	
Less than 1 year	6.42%	7
1-5 years	31.19%	34
6-10 years	13.76%	15
11-15 years	7.34%	8
16-20 years	6.42%	7
Over 20 years	34.86%	38
I do not live in Dayton	0.00%	0
TOTAL		109

Q11 In what language do you speak most often?

Answered: 110 Skipped: 2



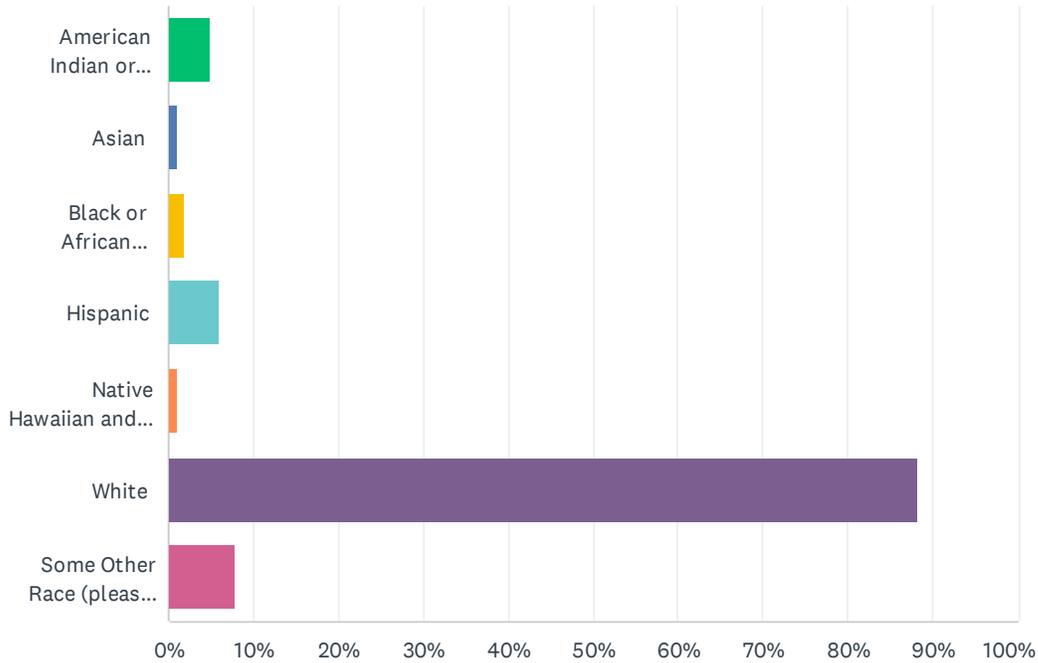
City of Dayton Survey 2022



ANSWER CHOICES	RESPONSES	
Arabic	0.00%	0
Armenian	0.00%	0
Chinese	0.00%	0
English	98.18%	108
French	0.00%	0
Haitian Creole	0.00%	0
German	0.00%	0
Greek	0.00%	0
Gujarati	0.00%	0
Hindi	0.00%	0
Italian	0.00%	0
Japanese	0.00%	0
Korean	0.00%	0
Persian	0.00%	0
Polish	0.00%	0
Portuguese	0.00%	0
Russian	0.00%	0
Spanish	0.91%	1
Tagalog	0.91%	1
Urdu	0.00%	0
Vietnamese	0.00%	0
Other (please specify)	0.00%	0
TOTAL		110

Q12 What is your ethnicity? (Please select all that apply.)

Answered: 102 Skipped: 10



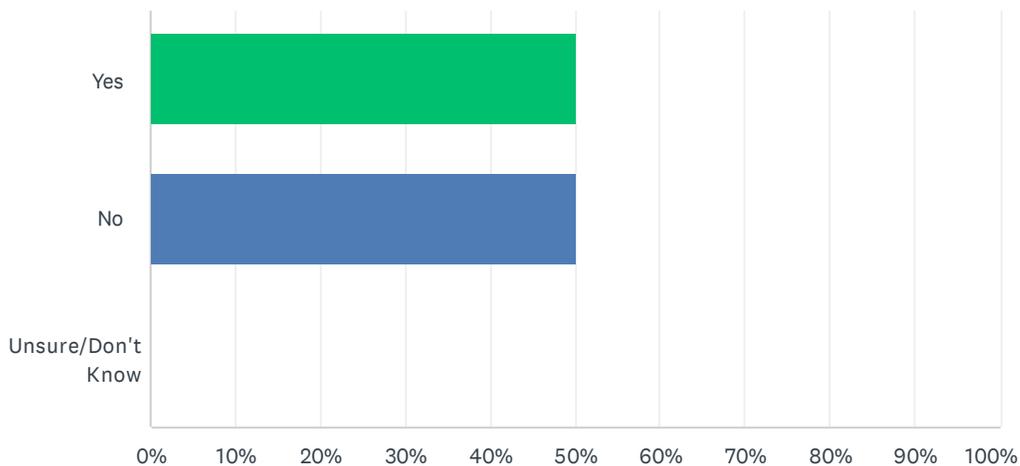
ANSWER CHOICES	RESPONSES
American Indian or Alaska Native	4.90% 5
Asian	0.98% 1
Black or African American	1.96% 2
Hispanic	5.88% 6
Native Hawaiian and Pacific Islander	0.98% 1
White	88.24% 90
Some Other Race (please specify)	7.84% 8
Total Respondents: 102	

Q13 Thank you for completing the City of Dayton annual community survey. Please use the comment box below to provide any additional feedback not covered in the questions above.

Answered: 35 Skipped: 77

Q14 Do you feel the City does a good job of communicating with residents that speak languages other than English?

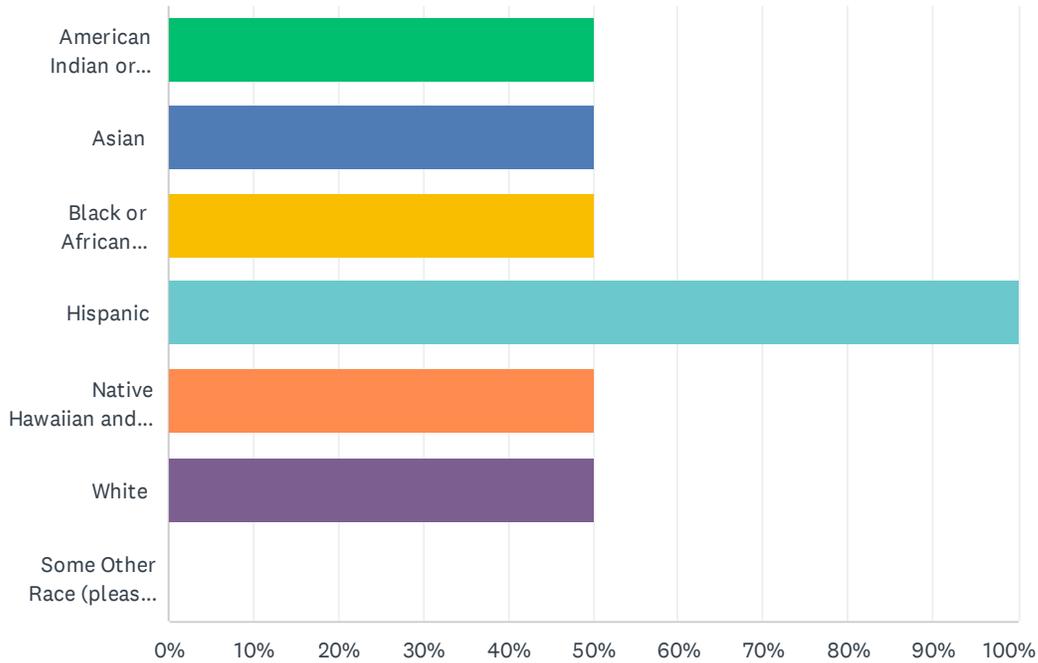
Answered: 2 Skipped: 110



ANSWER CHOICES	RESPONSES	
Yes	50.00%	1
No	50.00%	1
Unsure/Don't Know	0.00%	0
TOTAL		2

Q15 What is your ethnicity? (Please select all that apply.)

Answered: 2 Skipped: 110



ANSWER CHOICES	RESPONSES	
American Indian or Alaska Native	50.00%	1
Asian	50.00%	1
Black or African American	50.00%	1
Hispanic	100.00%	2
Native Hawaiian and Pacific Islander	50.00%	1
White	50.00%	1
Some Other Race (please specify)	0.00%	0
Total Respondents: 2		

Q16 Thank you for completing the City of Dayton annual community survey. Please use the comment box below to provide any additional feedback not covered in the questions above.

Answered: 1 Skipped: 111

Q13 Thank you for completing the City of Dayton annual community survey. Please use the comment box below to provide any additional feedback not covered in the questions above.

Answered: 35 Skipped: 77

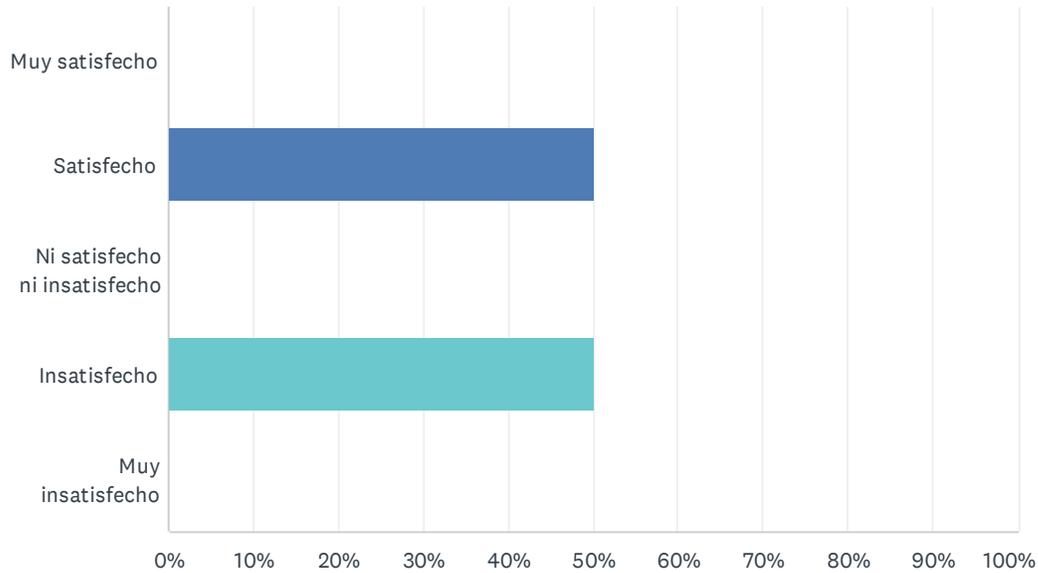
#	RESPONSES	DATE
1	all good	1/15/2023 9:55 PM
2	I Love the small town feel that Dayton provides. I do wish that we provided more job opportunities, social events (town dances on Saturday or Sunday nights for families to attend??), and more convenient public transit offered on weekends. I also would like to see the cities resources expand in a great way. A Huge Thank You for Bingo, the clothing closet and the money and efforts put into community events like the summer clean up event and the Friday nights in the park. Keep up the good work. Could we consider doing more town events throughout the winter to encourage families to get out?	1/15/2023 8:06 PM
3	I would like to see Dayton provide a booklet on what clubs and services are provided for the senior population.	1/4/2023 2:42 PM
4	Renovation of buildings downtown to allow for businesses that can provide useful goods and services should be an active priority that the community is kept informed about.	12/27/2022 8:15 PM
5	This survey is a kitchen sink approach, i.e. Ask about everything. It does not drill down enough into anything. I don't perceive the value is high. Public safety should be fine if I don't feel safe where/ why do I feel unsafe? If I want improvement in sewer- in what areas or for what? Be careful using these results, please.	12/27/2022 6:00 PM
6	When doing land swap you need more information to the landowners to be fully informed. Also upgrading water and sewer before spending time on a land swap make sure you have funds or grant to cover the cost.	12/27/2022 5:17 PM
7	What good is a sheriff who is never around.	12/27/2022 4:20 PM
8	We need more restaurants and shops in the empty buildings downtown. After losing Archie's, Loneatar and the Blockhouse there is no variety.	12/27/2022 3:05 PM
9	The city of Dayton in regards to retail/restaurant industries is dead. There is no true grocery, shopping, or retail in Dayton. The sewer bill went up \$50 a month approximately with no explanation. City management and leadership and school district is as clicky as a high school. If you have the correct last name you're fine. If you do not do not expect anything special out of this community.	12/27/2022 2:15 PM
10	We have personally lived in Dayton less than a year, but my parents were here from 1990 to 2022.	12/27/2022 2:09 PM
11	Good job on the start to improv	12/26/2022 6:59 PM
12	Need to stop people from parking on sidewalks. (221 & Church)	12/24/2022 9:07 AM
13	None	12/23/2022 11:18 AM
14	The unsure is N/A for my answers	12/22/2022 8:50 PM
15	everyone is working hard to make Dayton a great community!	12/22/2022 5:49 PM
16	Focusing on development for commercial and housing needs to be a priority. If we have no structures for businesses to provide services/retail/food and haven't the availability of affordable housing necessary to bring in or support, there is no growth.	12/22/2022 2:37 PM
17	Money should be spent on the library and park	12/22/2022 2:31 PM
18	Water rates way to high	12/22/2022 2:09 PM

City of Dayton Survey 2022

19	I am fortunate to live in the best neighborhood community. Our neighbors are the best and I consider them all friends and know that's we are always there and looking out for each other and eachother's property. I love it here. I love Dayton and how it really does have such loyalty. Everyone always looking out for each other. But.. The water quality is a bit rough. And if that is my wonky complaint-I will take it. ❤️ I am grateful.	12/22/2022 1:02 PM
20	Please fix up downtown!!!	12/22/2022 12:07 PM
21	Police need to monitor high school student drivers. When I have put in a concern about drivers driving too fast on my street, I have not always received a response.	12/22/2022 11:53 AM
22	Downtown buildings/business need to be a priority!!!	12/22/2022 11:39 AM
23	We can all improve the visual image of our lots. We do need to use commercial bldgs, know that is underway.	12/22/2022 11:37 AM
24	Please do something about the water, it is so gross. People need to clean up after their animals, there is dog poop everywhere. And there are so many stray cats. They are destroying the paint on our cars.	12/22/2022 11:27 AM
25	The events in the park and in town are very fun and welcoming. This is a great community. I'm very glad I moved here 3.5 years ago.	12/22/2022 11:24 AM
26	YOU PEOPLE ARE COWARDS YOU DIDNT PUT A OPTION FOR UNHAPPY YOU PUT UNSURE, YOUR SURVEY IS BOGGUS. HAPPY HOLIDAYS.	12/22/2022 10:46 AM
27	Fix foot bridge	12/22/2022 10:45 AM
28	I would like to eat and shop local but we lack stores/restaurants and the ones we do have make you feel unwelcome if you aren't a lifelong resident here or if you don't have family ties to the community. Business owners also shove their political views down your throat and that's not enjoyable.	12/22/2022 10:44 AM
29	There are a lot of oversized lots in Dayton. Building a house on one is almost impossible because of city requirements which change throughout the process. Very frustrating.	12/22/2022 10:11 AM
30	Need overall improvements at the boat ramp, ramp repair or replaced, parking, picnic tables, lighting	12/22/2022 10:03 AM
31	Friday nights at the park are fantastic	12/22/2022 9:58 AM
32	Please consider a center line on Ash St/Rd. People drive to fast and do not respect their own side of the street.	12/22/2022 9:39 AM
33	We really need more businesses in Dayton. Seifert and Juanita's are not enough! Lots of vacant space that needs to be filled!!	12/22/2022 9:37 AM
34	Attention to speeding, thefts and drunks. More funding for fire department. How can we get with mac water and light? My power bill shot up to 500 this month.	12/22/2022 9:35 AM
35	The Christmas lights in the park look very nice. I'm very disappointed that all the businesses in the block that housed the bank, Putt's market, etc, remain closed for so long. Downtown seems to be dying again.	12/19/2022 12:47 PM

Q1 ¿Cómo calificaría su satisfacción general con los servicios proporcionados por la Ciudad de Dayton?

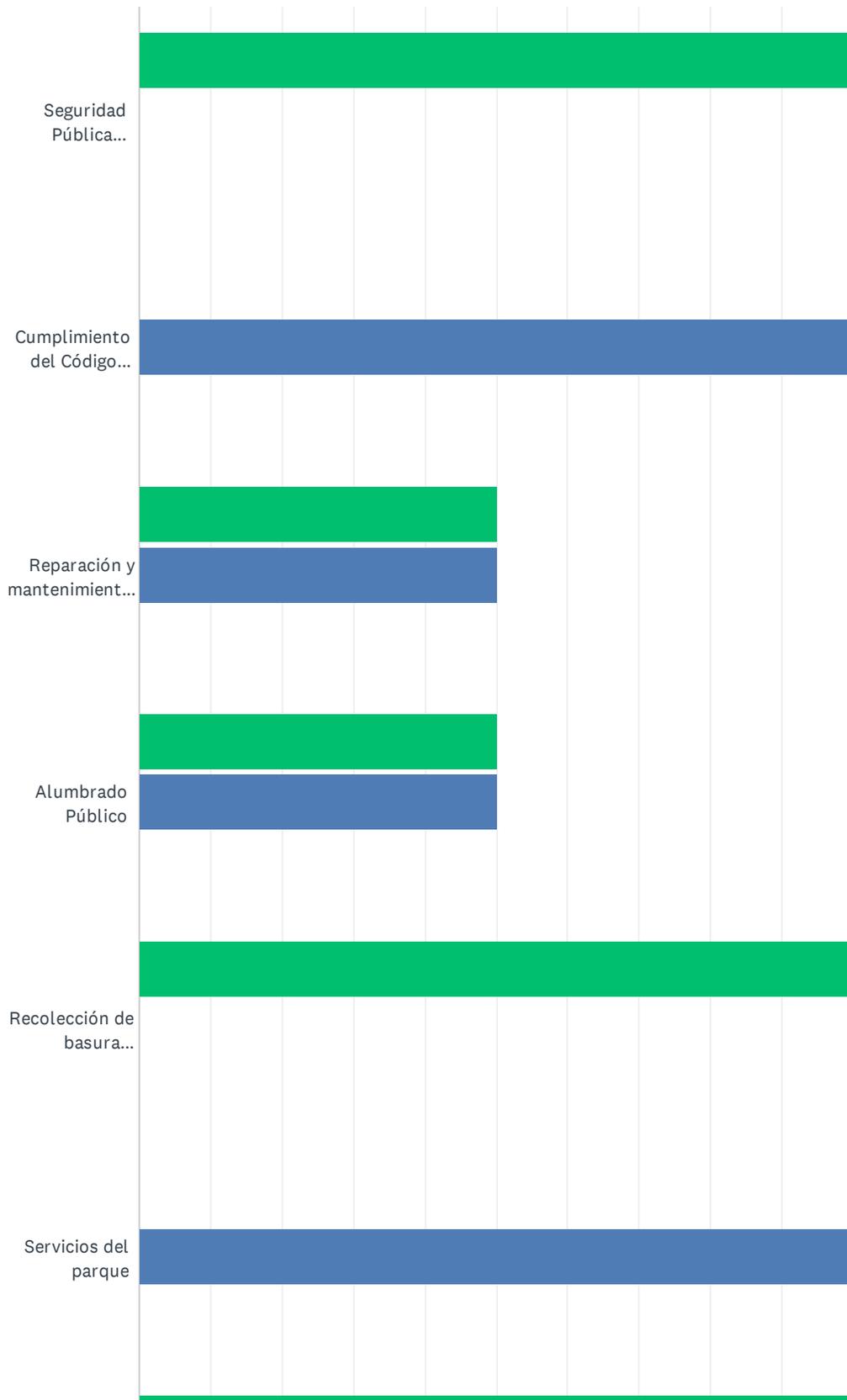
Answered: 2 Skipped: 0



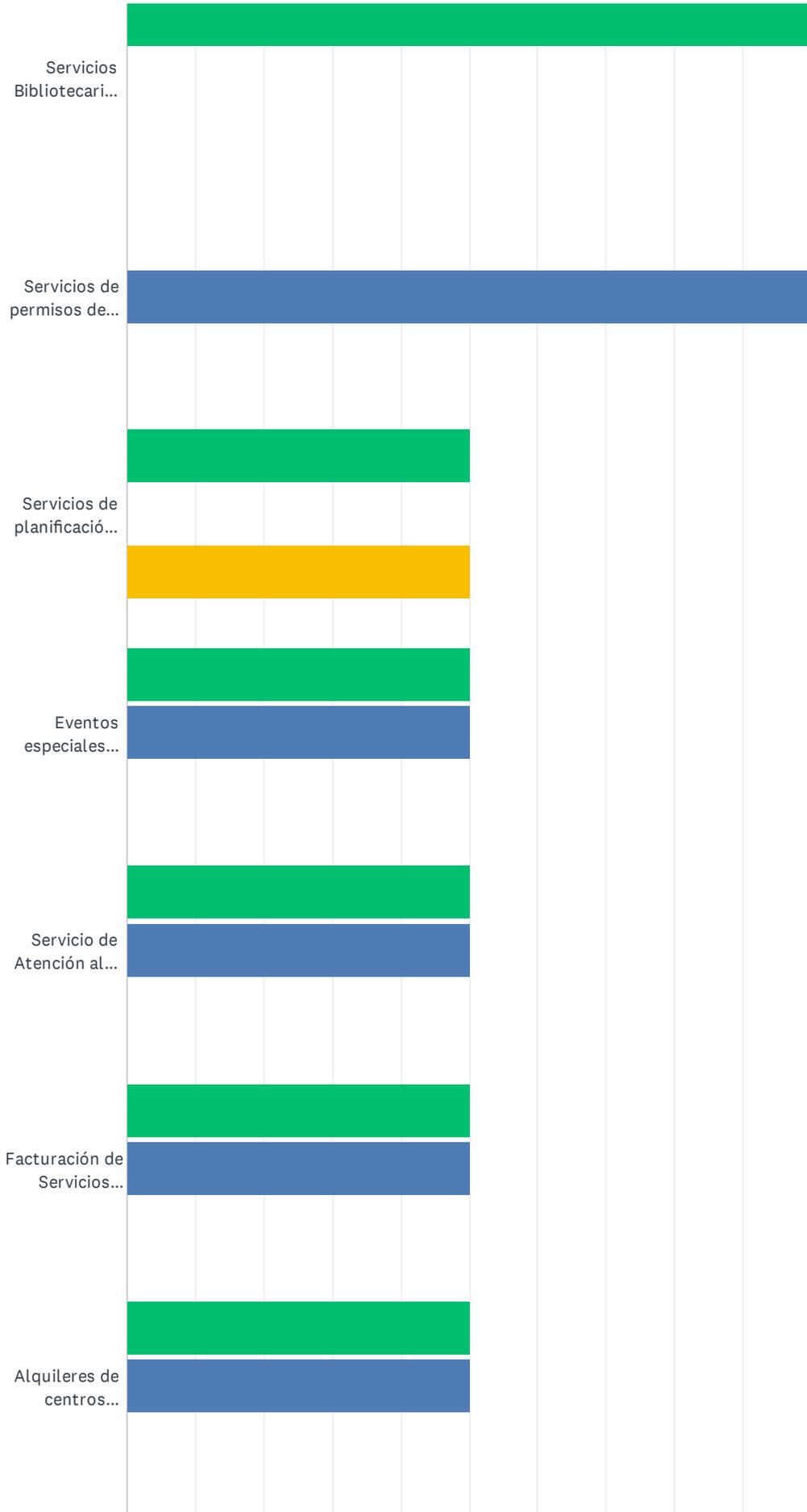
ANSWER CHOICES	RESPONSES	
Muy satisfecho	0.00%	0
Satisfecho	50.00%	1
Ni satisfecho ni insatisfecho	0.00%	0
Insatisfecho	50.00%	1
Muy insatisfecho	0.00%	0
TOTAL		2

Q2 ¿Qué tan satisfecho está con los siguientes servicios de la ciudad?

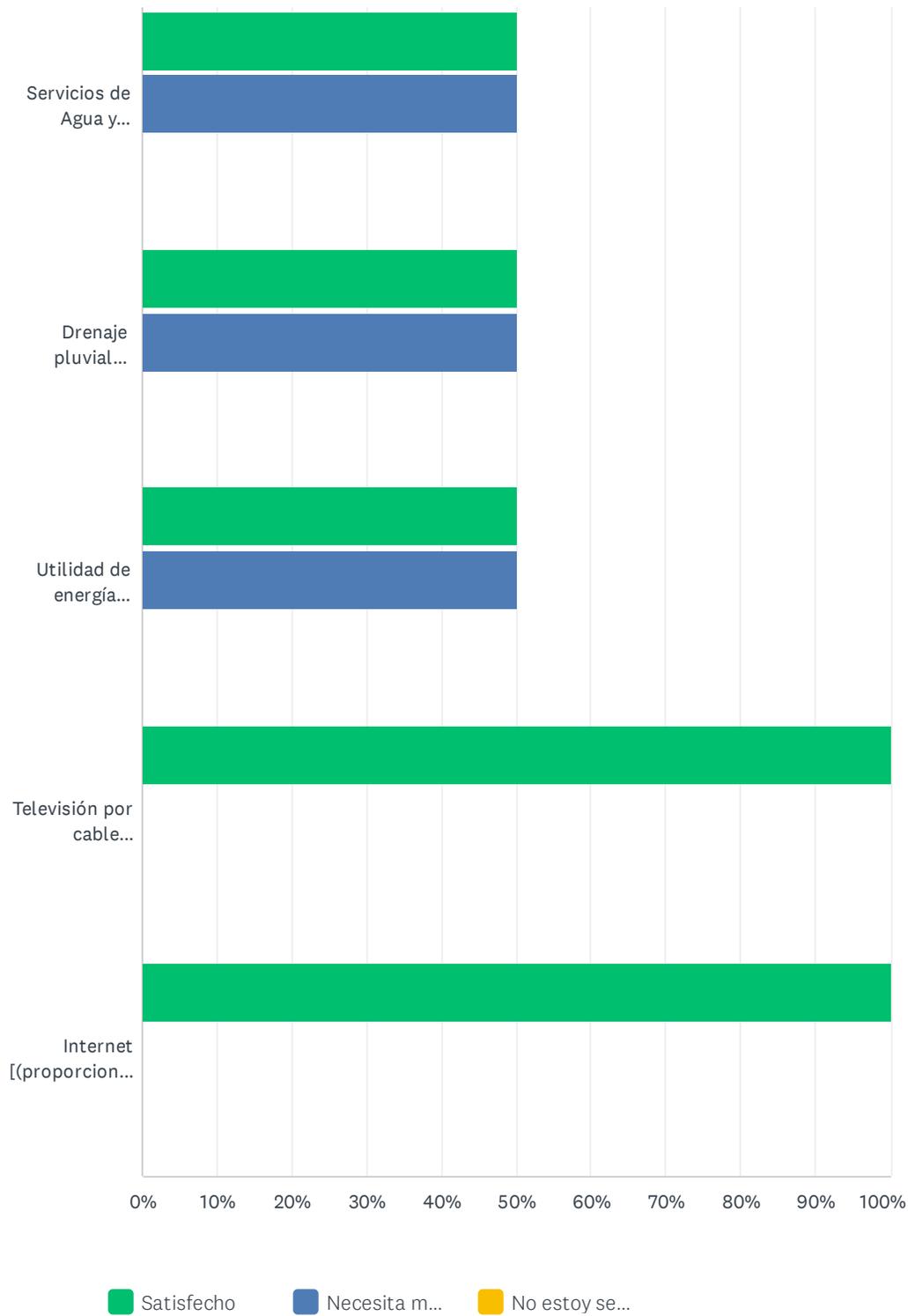
Answered: 2 Skipped: 0



Encuesta de la ciudad de Dayton 2022



Encuesta de la ciudad de Dayton 2022

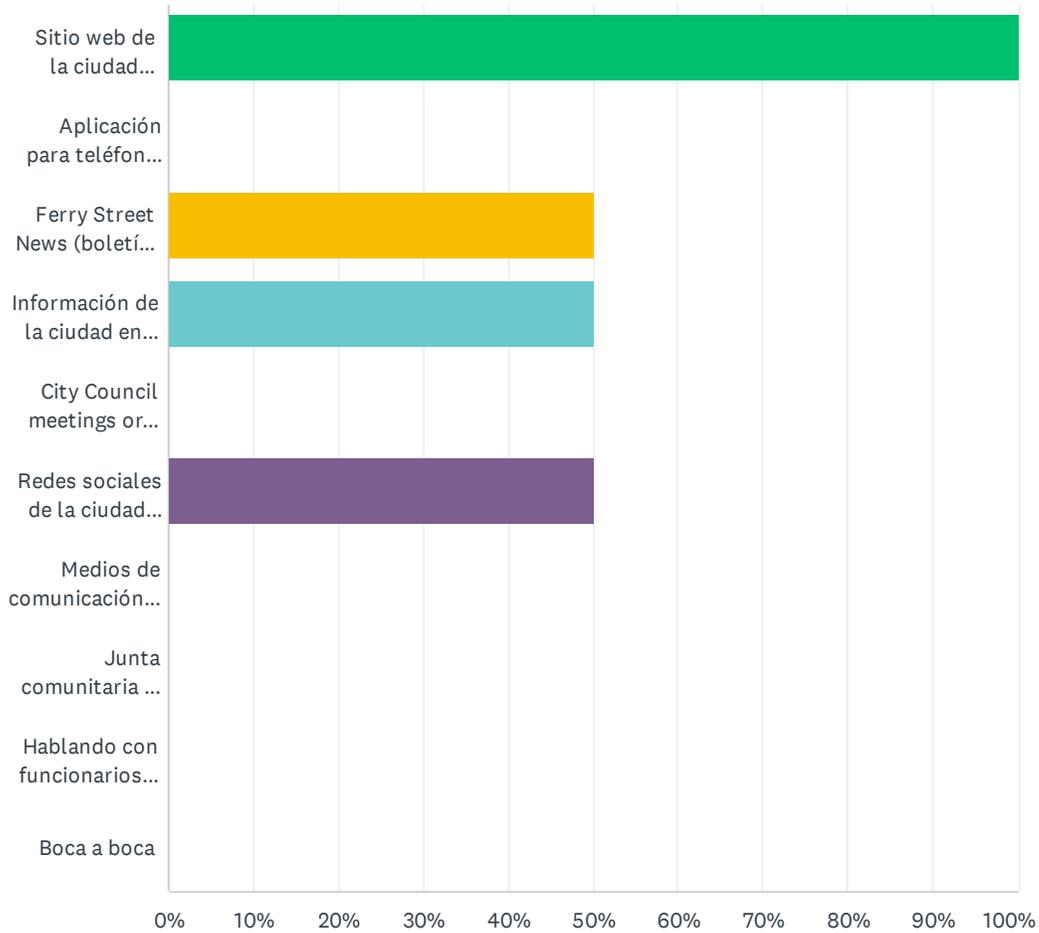


Encuesta de la ciudad de Dayton 2022

	SATISFECHO	NECESITA MEJORAR	NO ESTOY SEGURO	TOTAL	WEIGHTED AVERAGE
Seguridad Pública (servicios de policía contratados a través de la Oficina del Sheriff del Condado de Yamhill)	100.00% 2	0.00% 0	0.00% 0	2	1.00
Cumplimiento del Código Municipal (denuncia por ruido, animales, vegetación nociva, basura, estacionamiento, etc.)	0.00% 0	100.00% 2	0.00% 0	2	2.00
Reparación y mantenimiento de calles	50.00% 1	50.00% 1	0.00% 0	2	1.50
Alumbrado Público	50.00% 1	50.00% 1	0.00% 0	2	1.50
Recolección de basura (contratada a través de Recology)	100.00% 2	0.00% 0	0.00% 0	2	1.00
Servicios del parque	0.00% 0	100.00% 2	0.00% 0	2	2.00
Servicios Bibliotecarios (en asociación con el Servicio Bibliotecario Regional Cooperativo Chemeketa - CCRLS)	100.00% 2	0.00% 0	0.00% 0	2	1.00
Servicios de permisos de construcción (procesamiento de solicitudes para los servicios de inspección de edificios contratados a través de la ciudad de Newberg)	0.00% 0	100.00% 2	0.00% 0	2	2.00
Servicios de planificación para el uso de la tierra (contratados a través del Consejo de Gobiernos de Mid-Willamette Valley)	50.00% 1	0.00% 0	50.00% 1	2	1.00
Eventos especiales patrocinados por la ciudad (Dayton Friday Nights, Old Timer's Weekend, Breakfast with Santa, Tree Lighting, etc.)	50.00% 1	50.00% 1	0.00% 0	2	1.50
Servicio de Atención al Cliente de Obras Públicas	50.00% 1	50.00% 1	0.00% 0	2	1.50
Facturación de Servicios Públicos y Atención al Cliente (servicios de agua y alcantarillado)	50.00% 1	50.00% 1	0.00% 0	2	1.50
Alquileres de centros comunitarios	50.00% 1	50.00% 1	0.00% 0	2	1.50
Servicios de Agua y Alcantarillado	50.00% 1	50.00% 1	0.00% 0	2	1.50
Drenaje pluvial (infraestructura diseñada para drenar el exceso de lluvia y agua subterránea de superficies impermeables como calles pavimentadas, estacionamientos, aceras y techos).	50.00% 1	50.00% 1	0.00% 0	2	1.50
Utilidad de energía (proporcionada por PGE)	50.00% 1	50.00% 1	0.00% 0	2	1.50
Televisión por cable (proporcionada por Comcast)	100.00% 2	0.00% 0	0.00% 0	2	1.00
Internet [(proporcionado por Online NW/Comcast/Ziplay (anteriormente Frontier)]	100.00% 2	0.00% 0	0.00% 0	2	1.00

Q3 ¿Cómo recibe o accede a la información de la ciudad de Dayton? Por favor seleccione todas las respuestas válidas.

Answered: 2 Skipped: 0

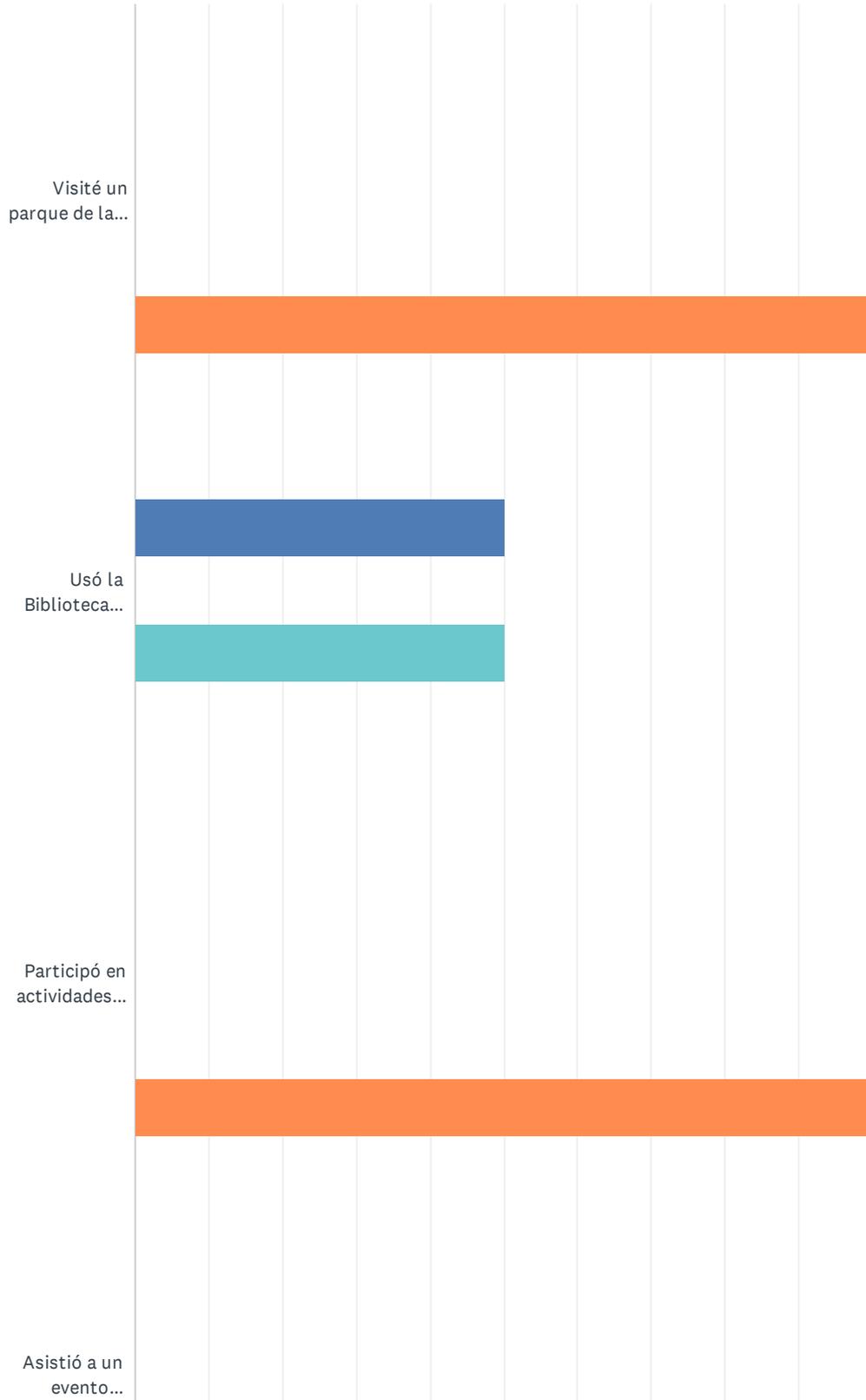


Encuesta de la ciudad de Dayton 2022

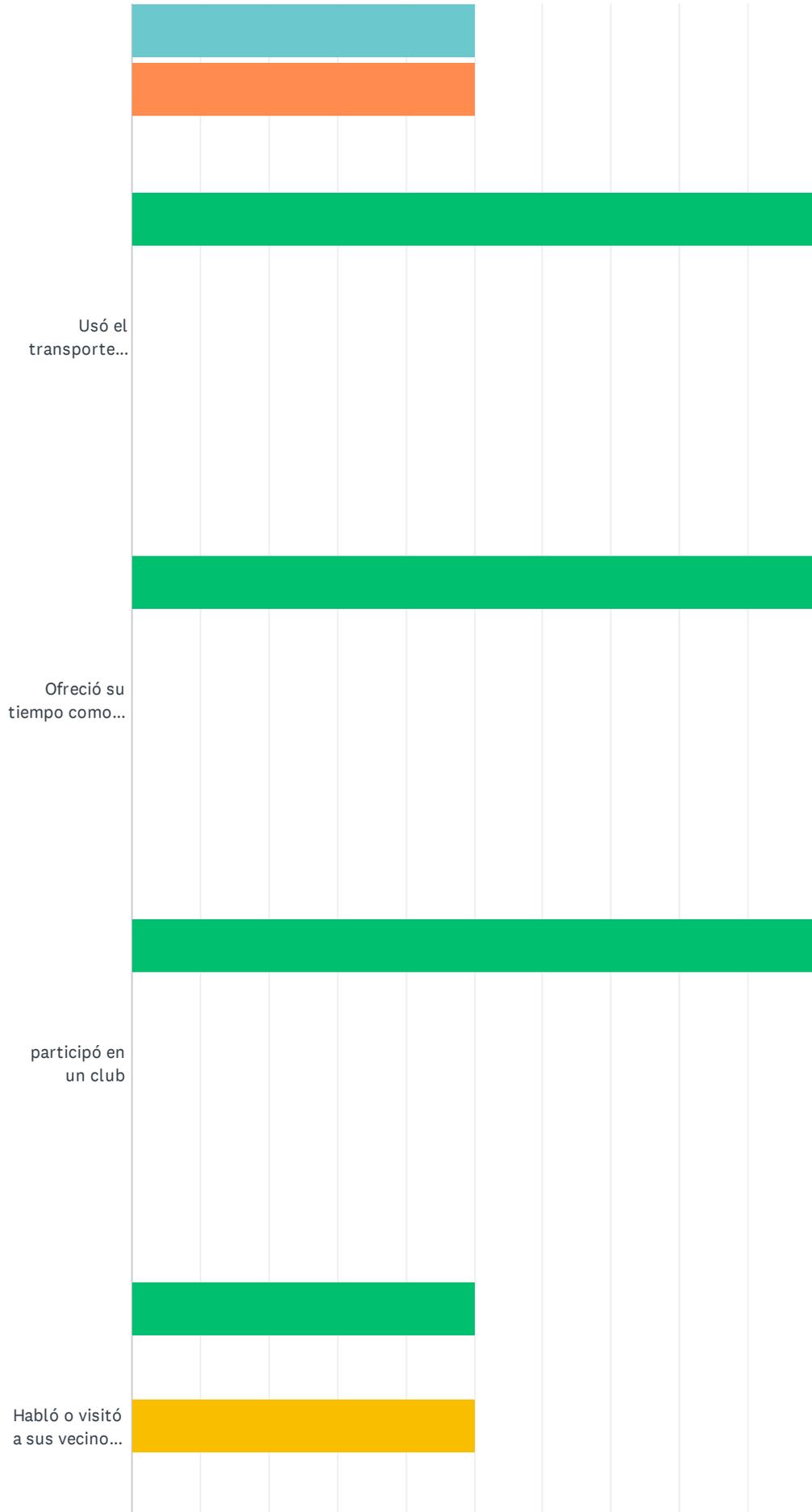
ANSWER CHOICES	RESPONSES	
Sitio web de la ciudad (www.ci.dayton.or.us)	100.00%	2
Aplicación para teléfonos inteligentes de la ciudad de Dayton (disponible en Google Play y App Store)	0.00%	0
Ferry Street News (boletín trimestral)	50.00%	1
Información de la ciudad en folletos o factura de agua	50.00%	1
City Council meetings or other public meetings	0.00%	0
Redes sociales de la ciudad de Dayton (Facebook, Instagram, Twitter)	50.00%	1
Medios de comunicación locales (periódicos, radio)	0.00%	0
Junta comunitaria en Facebook	0.00%	0
Hablando con funcionarios de la ciudad	0.00%	0
Boca a boca	0.00%	0
Total Respondents: 2		

Q4 En los últimos 12 meses, ¿cuántas veces ha hecho algo de lo siguiente en Dayton?

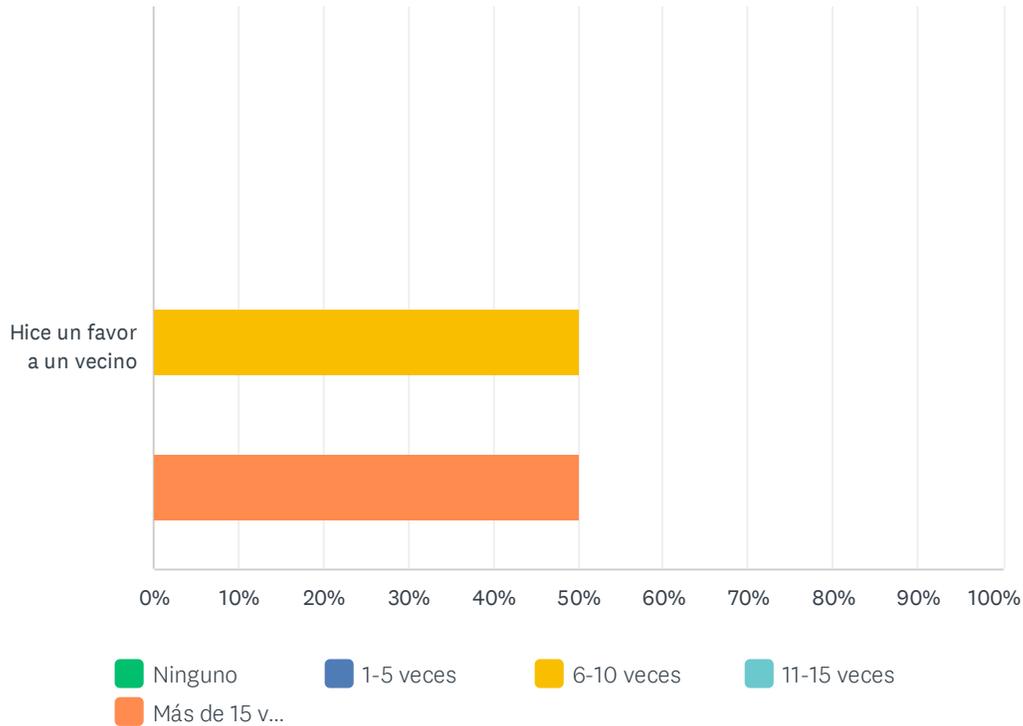
Answered: 2 Skipped: 0



Encuesta de la ciudad de Dayton 2022



Encuesta de la ciudad de Dayton 2022



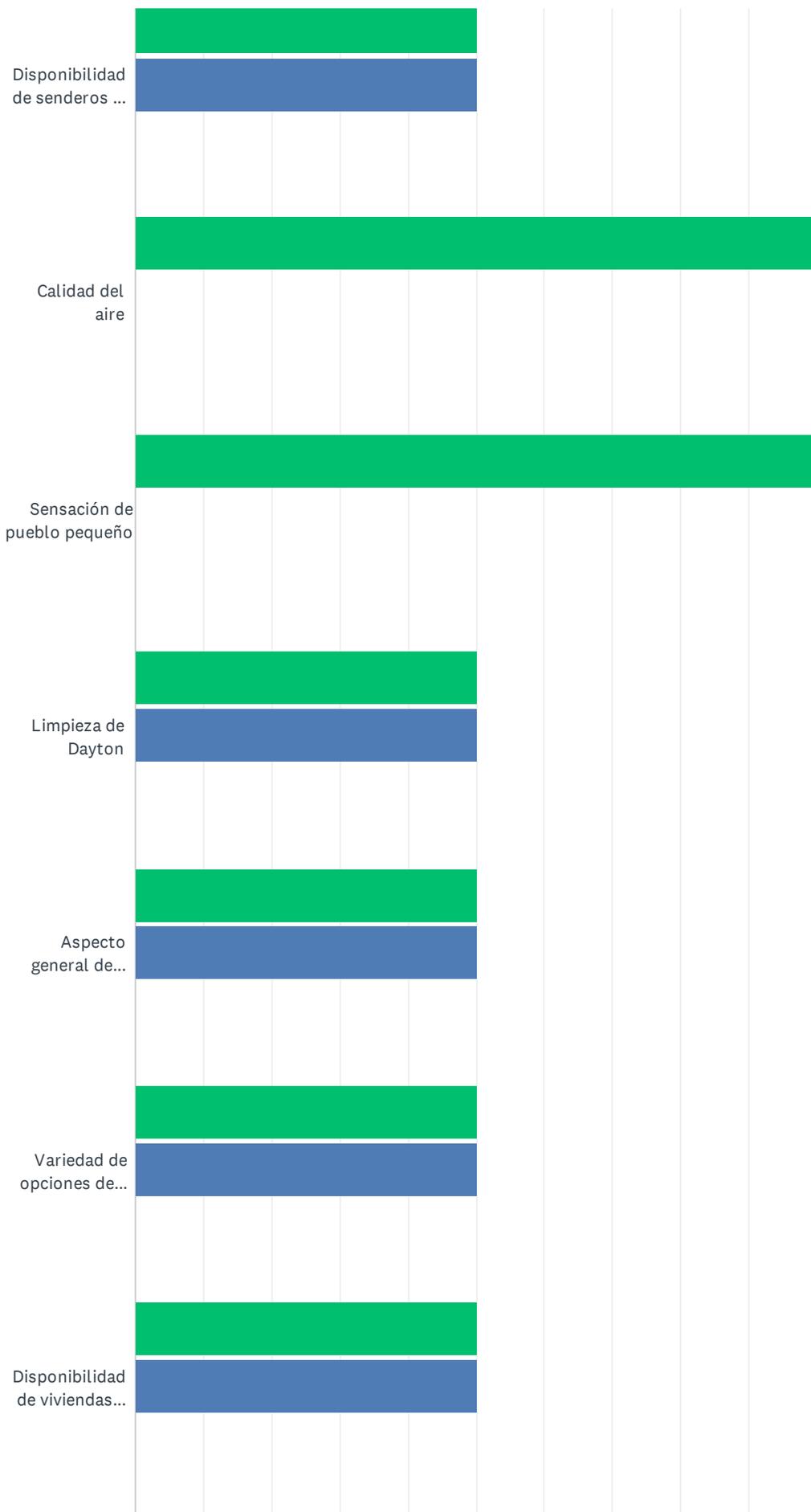
	NINGUNO	1-5 VECES	6-10 VECES	11-15 VECES	MÁS DE 15 VECES	TOTAL
Visité un parque de la ciudad	0.00% 0	0.00% 0	0.00% 0	0.00% 0	100.00% 2	2
Usó la Biblioteca Pública Mary Gilkey	0.00% 0	50.00% 1	0.00% 0	50.00% 1	0.00% 0	2
Participó en actividades religiosas o espirituales en Dayton	0.00% 0	0.00% 0	0.00% 0	0.00% 0	100.00% 2	2
Asistió a un evento patrocinado por la ciudad	0.00% 0	0.00% 0	0.00% 0	50.00% 1	50.00% 1	2
Usó el transporte público del condado de Yamhill en lugar de conducir	100.00% 2	0.00% 0	0.00% 0	0.00% 0	0.00% 0	2
Ofreció su tiempo como voluntario para algún grupo/actividad en Dayton	100.00% 2	0.00% 0	0.00% 0	0.00% 0	0.00% 0	2
participó en un club	100.00% 2	0.00% 0	0.00% 0	0.00% 0	0.00% 0	2
Habló o visitó a sus vecinos inmediatos	50.00% 1	0.00% 0	50.00% 1	0.00% 0	0.00% 0	2
Hice un favor a un vecino	0.00% 0	0.00% 0	50.00% 1	0.00% 0	50.00% 1	2

Q5 Como residente de Dayton, ¿cómo se siente acerca de lo siguiente?

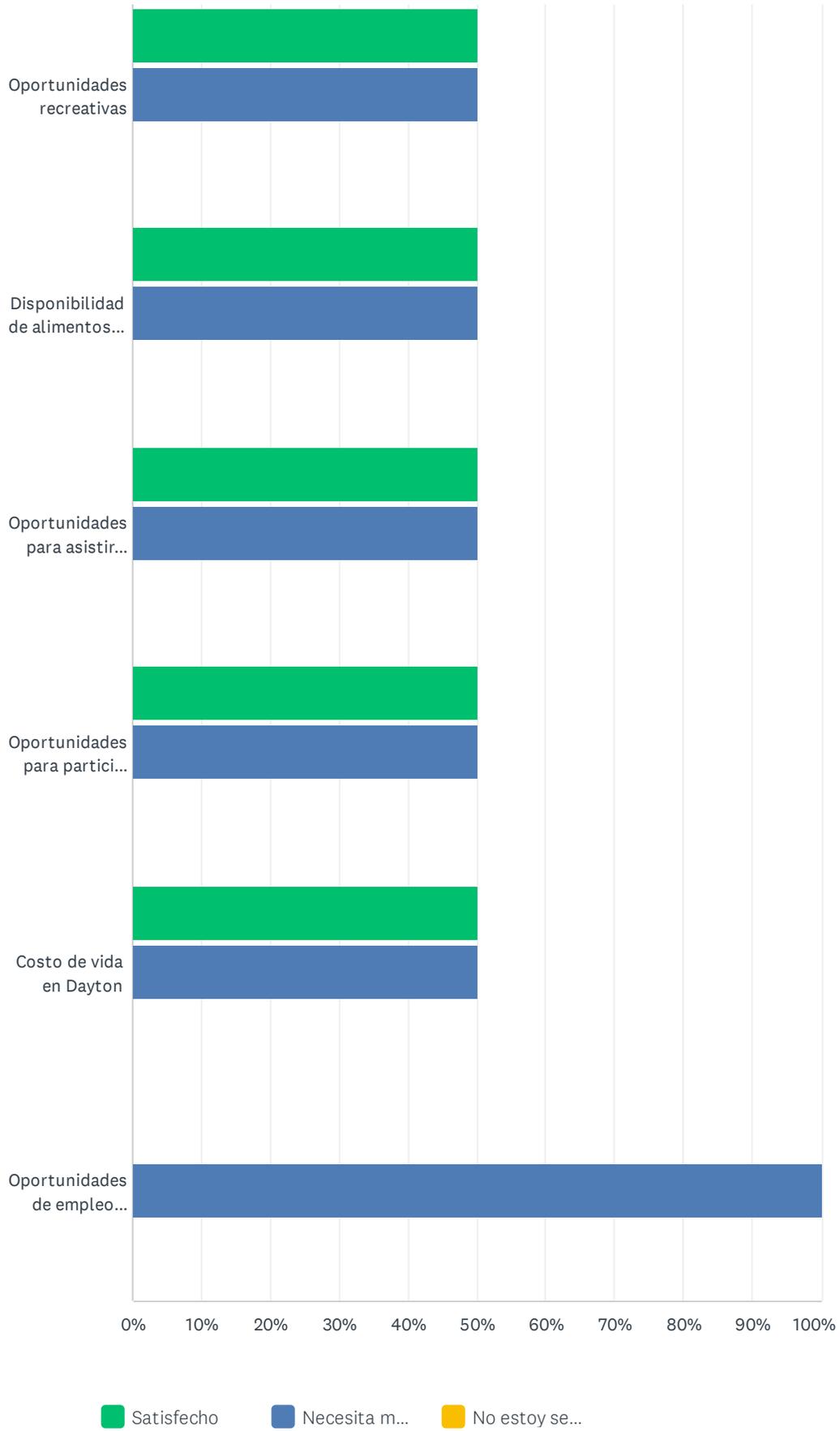
Answered: 2 Skipped: 0



Encuesta de la ciudad de Dayton 2022



Encuesta de la ciudad de Dayton 2022

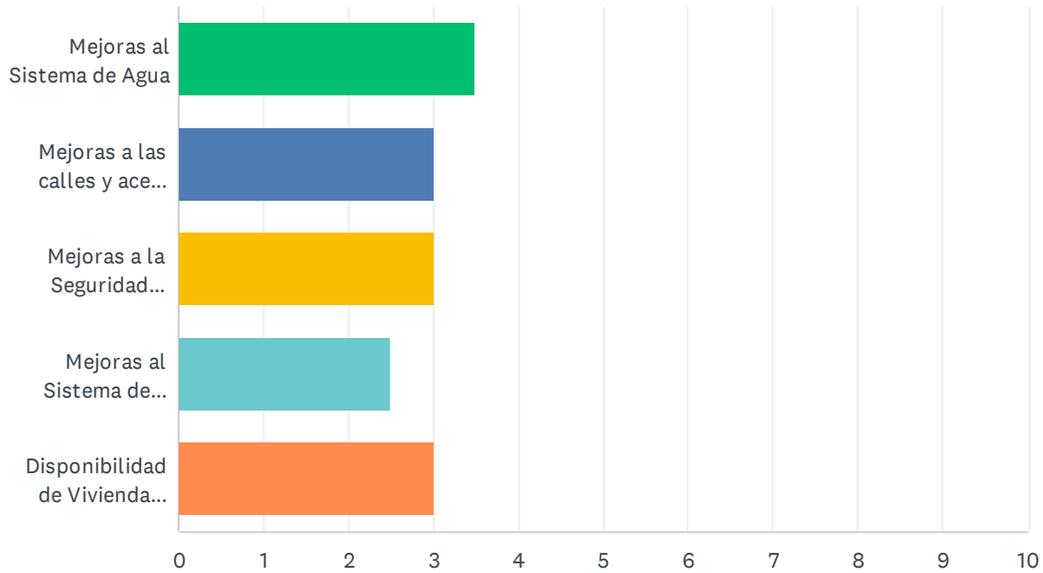


Encuesta de la ciudad de Dayton 2022

	SATISFECHO	NECESITA MEJORAR	NO ESTOY SEGURO	TOTAL	WEIGHTED AVERAGE
Flujo de tráfico en las calles principales	100.00% 2	0.00% 0	0.00% 0	2	1.00
Facilidad de aparcamiento público	100.00% 2	0.00% 0	0.00% 0	2	1.00
Facilidad de viajar en coche en Dayton	100.00% 2	0.00% 0	0.00% 0	2	1.00
Facilidad de viajar en transporte público en Dayton	50.00% 1	0.00% 0	50.00% 1	2	1.00
Facilidad de viajar en bicicleta en Dayton	100.00% 2	0.00% 0	0.00% 0	2	1.00
Facilidad para caminar en Dayton	50.00% 1	50.00% 1	0.00% 0	2	1.50
Disponibilidad de senderos y senderos para caminar	50.00% 1	50.00% 1	0.00% 0	2	1.50
Calidad del aire	100.00% 2	0.00% 0	0.00% 0	2	1.00
Sensación de pueblo pequeño	100.00% 2	0.00% 0	0.00% 0	2	1.00
Limpieza de Dayton	50.00% 1	50.00% 1	0.00% 0	2	1.50
Aspecto general de Dayton	50.00% 1	50.00% 1	0.00% 0	2	1.50
Variedad de opciones de vivienda	50.00% 1	50.00% 1	0.00% 0	2	1.50
Disponibilidad de viviendas asequibles de calidad	50.00% 1	50.00% 1	0.00% 0	2	1.50
Oportunidades recreativas	50.00% 1	50.00% 1	0.00% 0	2	1.50
Disponibilidad de alimentos asequibles y de calidad	50.00% 1	50.00% 1	0.00% 0	2	1.50
Oportunidades para asistir a actividades culturales/artísticas/musicales	50.00% 1	50.00% 1	0.00% 0	2	1.50
Oportunidades para participar en eventos y actividades religiosas o espirituales	50.00% 1	50.00% 1	0.00% 0	2	1.50
Costo de vida en Dayton	50.00% 1	50.00% 1	0.00% 0	2	1.50
Oportunidades de empleo locales	0.00% 0	100.00% 2	0.00% 0	2	2.00

Q6 Por favor, clasifique qué tan prioritario debería ser para la Ciudad abordar cada uno de los siguientes en los próximos 5 años.

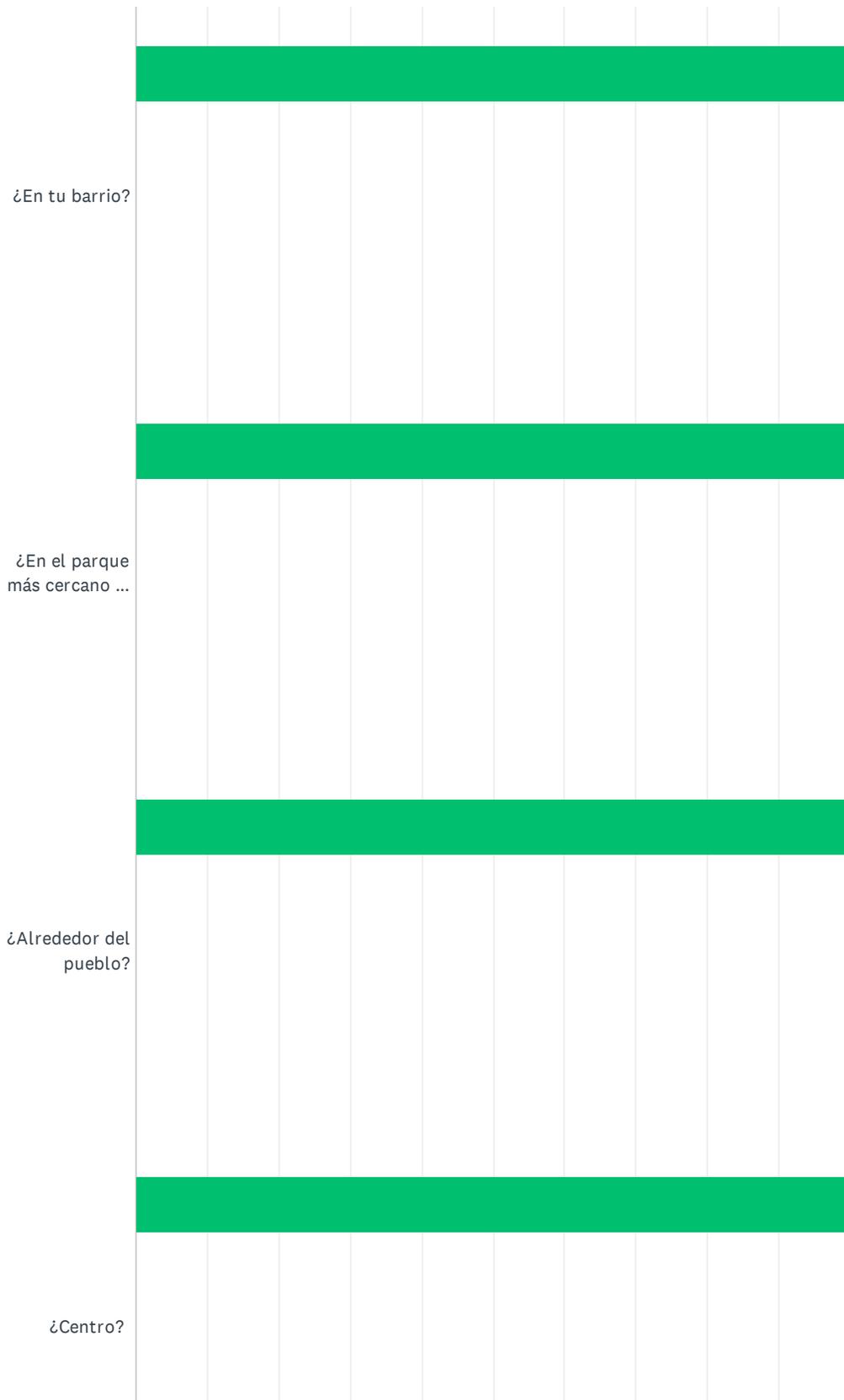
Answered: 2 Skipped: 0



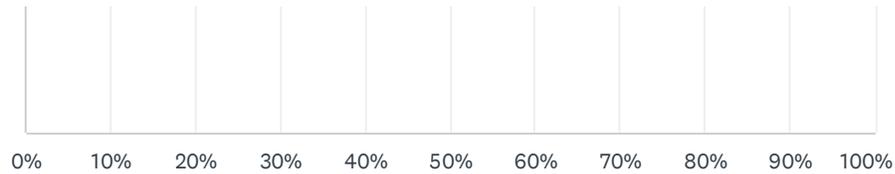
	1	2	3	4	5	TOTAL	SCORE
Mejoras al Sistema de Agua	50.00% 1	0.00% 0	0.00% 0	50.00% 1	0.00% 0	2	3.50
Mejoras a las calles y aceras de la ciudad	0.00% 0	50.00% 1	0.00% 0	50.00% 1	0.00% 0	2	3.00
Mejoras a la Seguridad Pública (Servicios de Policía)	0.00% 0	0.00% 0	100.00% 2	0.00% 0	0.00% 0	2	3.00
Mejoras al Sistema de Alcantarillado	0.00% 0	50.00% 1	0.00% 0	0.00% 0	50.00% 1	2	2.50
Disponibilidad de Vivienda Asequible	50.00% 1	0.00% 0	0.00% 0	0.00% 0	50.00% 1	2	3.00

Q7 ¿Cómo calificaría su sensación general de seguridad en Dayton?

Answered: 2 Skipped: 0



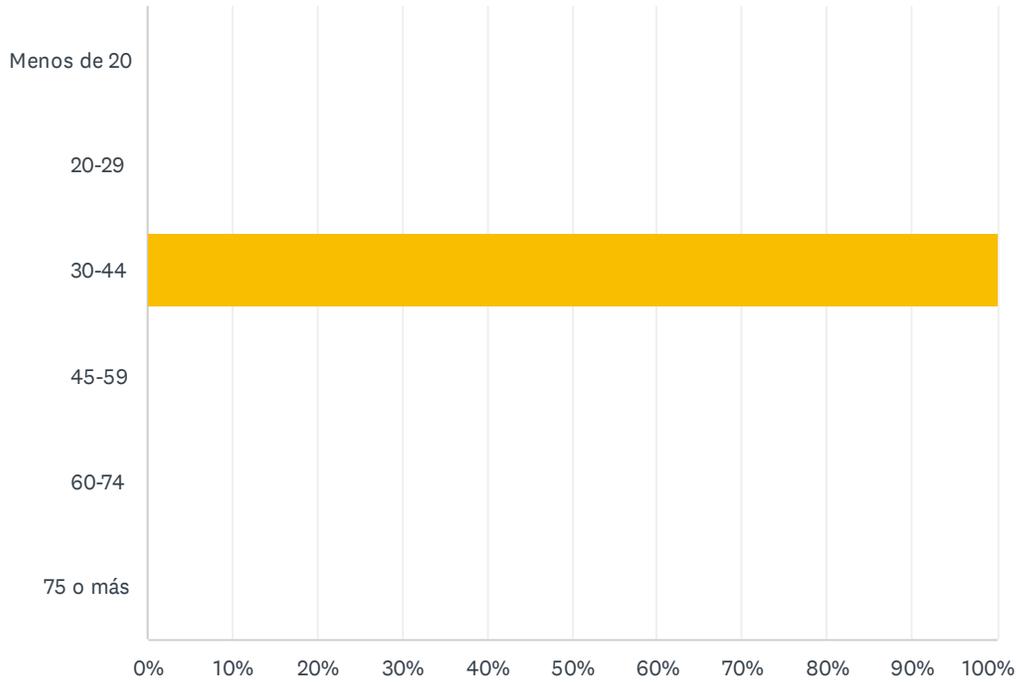
Encuesta de la ciudad de Dayton 2022



	MUY SEGURO	ALGO SEGURO	NI SEGURO NI INSEGURO	NO MUY SEGURO	NO ES SEGURO EN ABSOLUTO	TOTAL	WEIGHTED AVERAGE
¿En tu barrio?	100.00% 2	0.00% 0	0.00% 0	0.00% 0	0.00% 0	2	1.00
¿En el parque más cercano a tí?	100.00% 2	0.00% 0	0.00% 0	0.00% 0	0.00% 0	2	1.00
¿Alrededor del pueblo?	100.00% 2	0.00% 0	0.00% 0	0.00% 0	0.00% 0	2	1.00
¿Centro?	100.00% 2	0.00% 0	0.00% 0	0.00% 0	0.00% 0	2	1.00

Q8 ¿Cual es tu edad?

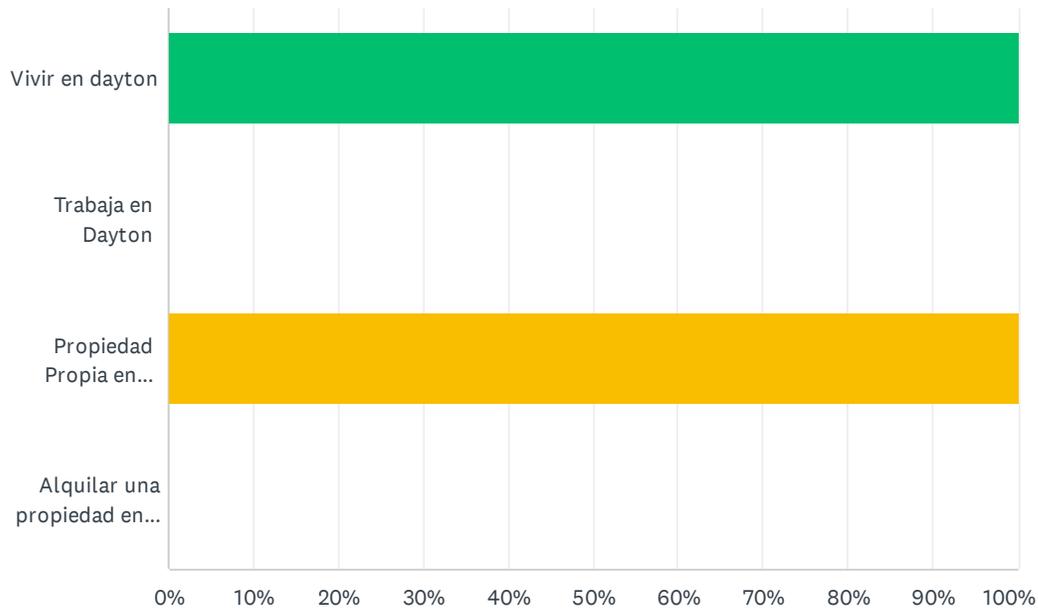
Answered: 2 Skipped: 0



ANSWER CHOICES	RESPONSES
Menos de 20	0.00% 0
20-29	0.00% 0
30-44	100.00% 2
45-59	0.00% 0
60-74	0.00% 0
75 o más	0.00% 0
TOTAL	2

Q9 Usted: (marque todo lo que corresponda)

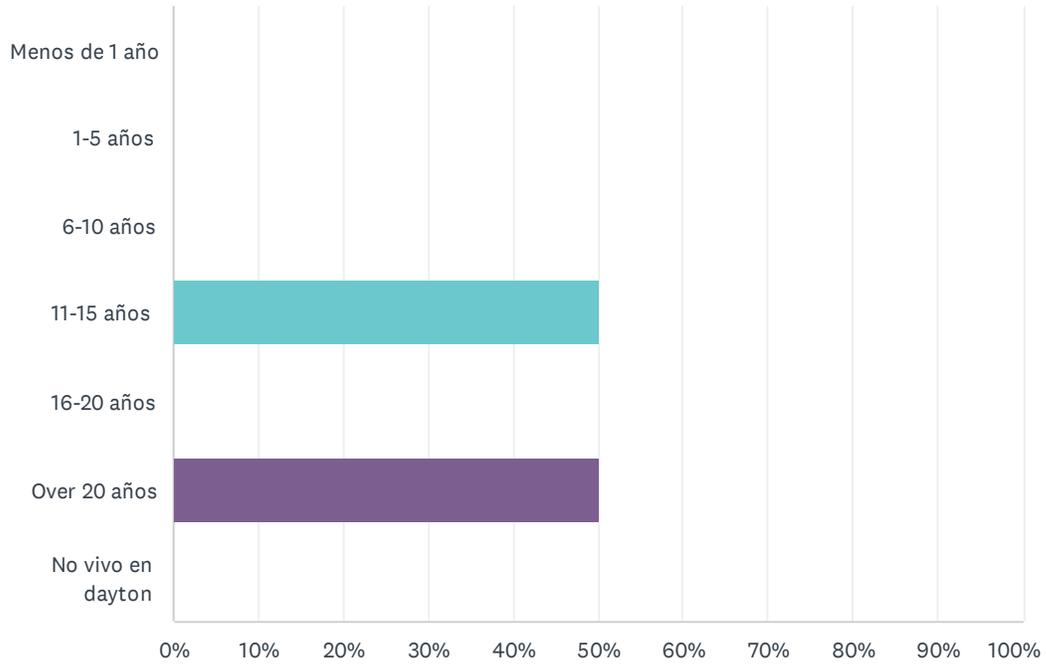
Answered: 2 Skipped: 0



ANSWER CHOICES	RESPONSES	
Vivir en dayton	100.00%	2
Trabaja en Dayton	0.00%	0
Propiedad Propia en Dayton	100.00%	2
Alquilar una propiedad en Dayton	0.00%	0
Total Respondents: 2		

Q10 ¿Cuánto tiempo has vivido en Dayton?

Answered: 2 Skipped: 0



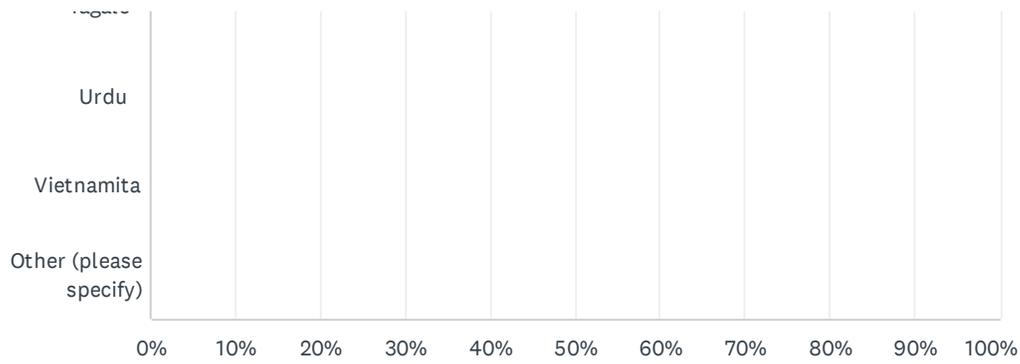
ANSWER CHOICES	RESPONSES	
Menos de 1 año	0.00%	0
1-5 años	0.00%	0
6-10 años	0.00%	0
11-15 años	50.00%	1
16-20 años	0.00%	0
Over 20 años	50.00%	1
No vivo en dayton	0.00%	0
TOTAL		2

Q11 ¿En qué idioma habla con mayor frecuencia?

Answered: 2 Skipped: 0



Encuesta de la ciudad de Dayton 2022



ANSWER CHOICES	RESPONSES
Arabic	0.00% 0
Armenian	0.00% 0
Chino	0.00% 0
Inglés	0.00% 0
Francés	0.00% 0
Criollo Haitiano	0.00% 0
German	0.00% 0
Greek	0.00% 0
Gujarati	0.00% 0
Hindi	0.00% 0
Italian	0.00% 0
Japonés	0.00% 0
Coreano	0.00% 0
Persian	0.00% 0
Polaco	0.00% 0
Portugueso	0.00% 0
Ruso	0.00% 0
Español	100.00% 2
Tagalo	0.00% 0
Urdu	0.00% 0
Vietnamita	0.00% 0
Other (please specify)	0.00% 0
TOTAL	2

Q12Cuál es tu etnia? (Por favor seleccione todas las respuestas válidas.)

Answered: 0 Skipped: 2

⚠ No matching responses.

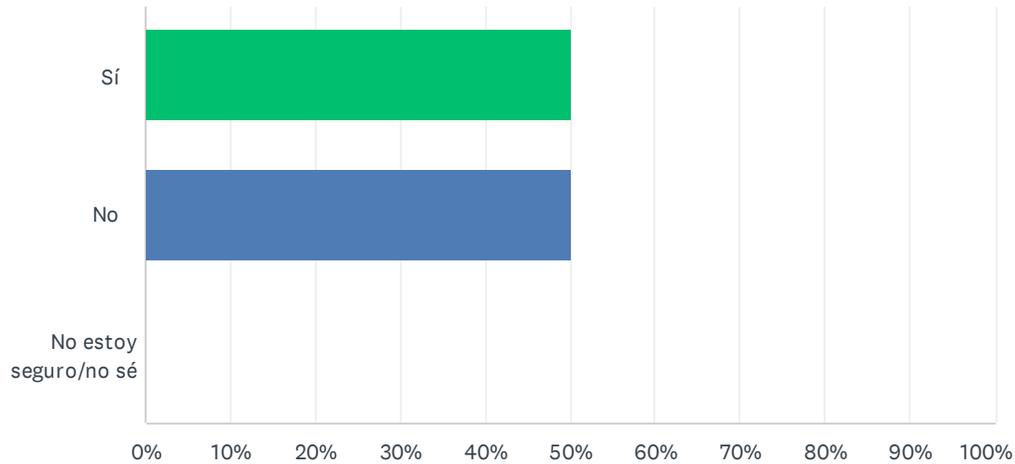
ANSWER CHOICES	RESPONSES
Indio americano o nativo de Alaska	0.00% 0
Asiático	0.00% 0
Negro o Afroamericano	0.00% 0
Hispano	0.00% 0
Nativo Hawaiano e Isleño del Pacífico	0.00% 0
Blanco	0.00% 0
Some Other Race (please specify)	0.00% 0
Total Respondents: 0	

Q13 Gracias por completar la encuesta comunitaria anual de la ciudad de Dayton. Utilice el cuadro de comentarios a continuación para proporcionar cualquier comentario adicional que no esté cubierto en las preguntas anteriores.

Answered: 0 Skipped: 2

Q14 ¿Cree que la ciudad hace un buen trabajo al comunicarse con los residentes que hablan otros idiomas además del inglés?

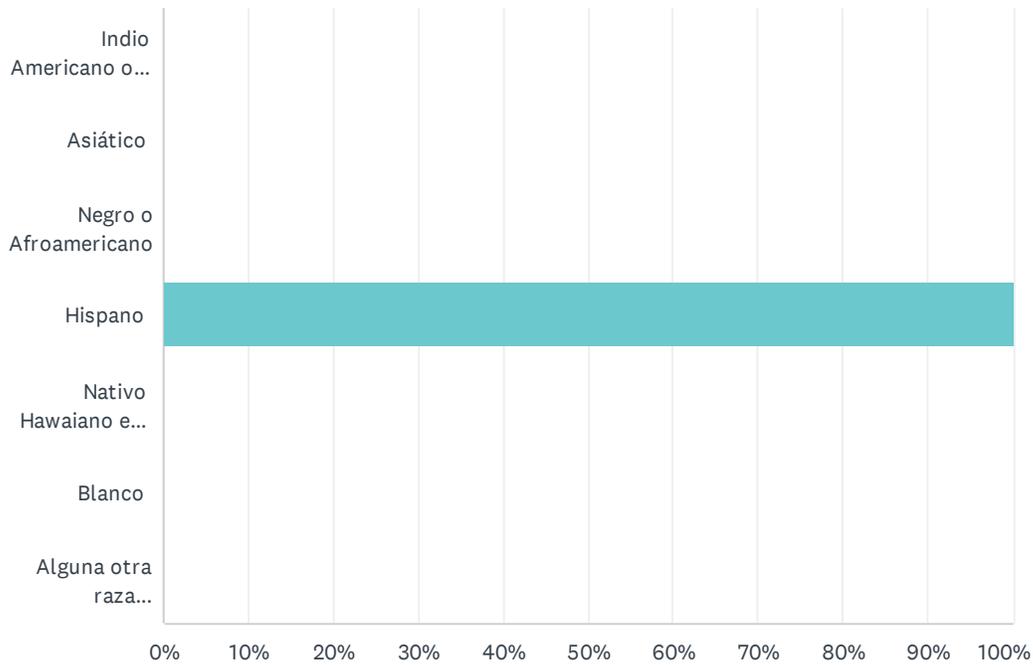
Answered: 2 Skipped: 0



ANSWER CHOICES	RESPONSES	
Sí	50.00%	1
No	50.00%	1
No estoy seguro/no sé	0.00%	0
TOTAL		2

Q15Cuál es tu etnia? (Por favor seleccione todas las respuestas válidas.)

Answered: 2 Skipped: 0



ANSWER CHOICES	RESPONSES	
Indio Americano o Nativo de Alaska	0.00%	0
Asiático	0.00%	0
Negro o Afroamericano	0.00%	0
Hispano	100.00%	2
Nativo Hawaiano e Isleño del Pacífico	0.00%	0
Blanco	0.00%	0
Alguna otra raza (especifique)	0.00%	0
Total Respondents: 2		

Q16 Gracias por completar la encuesta comunitaria anual de la ciudad de Dayton. Utilice el cuadro de comentarios a continuación para proporcionar cualquier comentario adicional que no esté cubierto en las preguntas anteriores.

Answered: 1 Skipped: 1

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To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: Park Improvement Projects Survey Results
Date: February 6, 2023

History/Background

At the October 3rd City Council Meeting, the Council reviewed a comparable parks projects list created by city staff. The City Council, wanting to hear input from the Dayton residents, requested staff put together a survey. At the October 17th Council Work Session, the Council approved the survey which asked two questions. The first was to prioritize 8 projects that were designated as either short term (ST) or completed in the next 1-5 years or long term (LT) completed in 5-10 years. The second question was an open-ended comment to suggest different park improvement projects or any comments for the Dayton City Council.

The Council reviewed the initial results at the December 5th Council meeting. I wanted to bring this back before the Council for further review, discussion, and direction prior to the Strategic Planning Work Session on February 21st.

The Top 3 picks for the English survey are: (224 responses)

1. Permanent Bathroom Facilities at Alderman Park, Legion Field, and Andrew Smith Park (Short term)
2. Installation of ADA rubber mats under playground equipment at Courthouse Square Park (Short Term)
3. Upgrading the basketball courts and lighting at Andrew Smith Park and Courthouse Square Park (Short Term)

The Top 3 for the Spanish Survey are: (10 responses)

1. Picnic Shelters at Alderman and Andrew Smith Parks (Short Term)
2. Installation of ADA rubber mats under playground equipment at Andrew Smith Park (Short Term)
3. Permanent Bathroom Facilities at Alderman Park, Legion Field, and Andrew Smith Park (Short Term)

Questions for the Council:

1. Do you want the City to move forward with a specific project as we have \$100k budgeted in the Parks Capital Fund this year?
2. Would the Council like to do a Parks Master Plan update before proceeding?
3. Would the Council like staff to research anything further?

Attached are the survey data reports from Survey Monkey for your review and discussion.

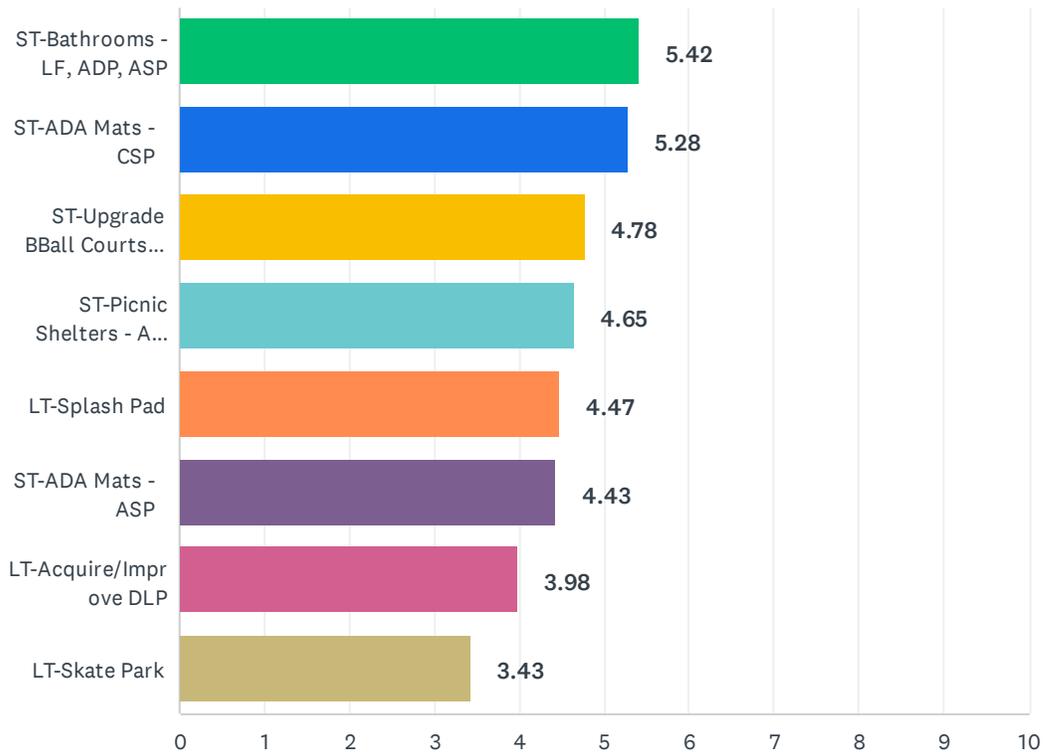
For your reference:

Comparable Park Improvement Projects Budget Estimates presented at the October 3 City Council Meeting:

- 1) Splash Pad (see attached designs)
 - a. Flow Through = \$250,000
 - b. Recirculating = \$400,000
 - c. Maintenance (Annual after first few years) = \$30,000
- 2) Installation of ADA Rubber Filled Playgrounds
 - a. Courthouse Square Park (5,382 sq feet) = \$90,000
 - b. 11th Street Park (4,206 sq feet) = \$75,000
 - c. Maintenance – replacement every 7-10 years due to deterioration from sun and outside elements.
- 3) Picnic Shelters with Concrete pads
 - a. Alderman Park
 - i. (16' x 28') = \$15,000
 - ii. (16' x 24") = \$13,000
 - b. 11th Street Park
 - i. (16' x 28') = \$15,000
 - ii. (16' x 24") = \$13,000
- 4) Bathrooms
 - a. Alderman, 11th Street, and Legion Field - \$60,000 each (the city currently pays monthly rental fees for 11th Street and Legion Field)
- 5) Skate Park
 - a. \$50 to \$75 per square foot (approximate cost today)
 - i. 6000 square foot skate park = \$300,000
 - ii. 3000 square foot skate park = \$150,000
- 6) Basketball Court Upgrades
 - a. Courthouse Square Park – 29" x 64" = \$26,000 for new concrete court
 - b. 11th Street Park – 25" x 50" = \$20,000
- 7) Dayton Landing Park – save the funds to be used to help acquire the Dayton Landing Park from the County

Q1 The Dayton City Council is looking for your input. The Parks Capital Fund currently has Transient Lodging Tax (TLT) Revenue to be used on park improvement projects. Following is a list of park improvement projects that the City Council is considering. Some projects can be completed in the short term (1-5 years) while others will required additional revenue and would be completed in the long term (5-10 years). Please prioritize the projects listed below.

Answered: 224 Skipped: 0



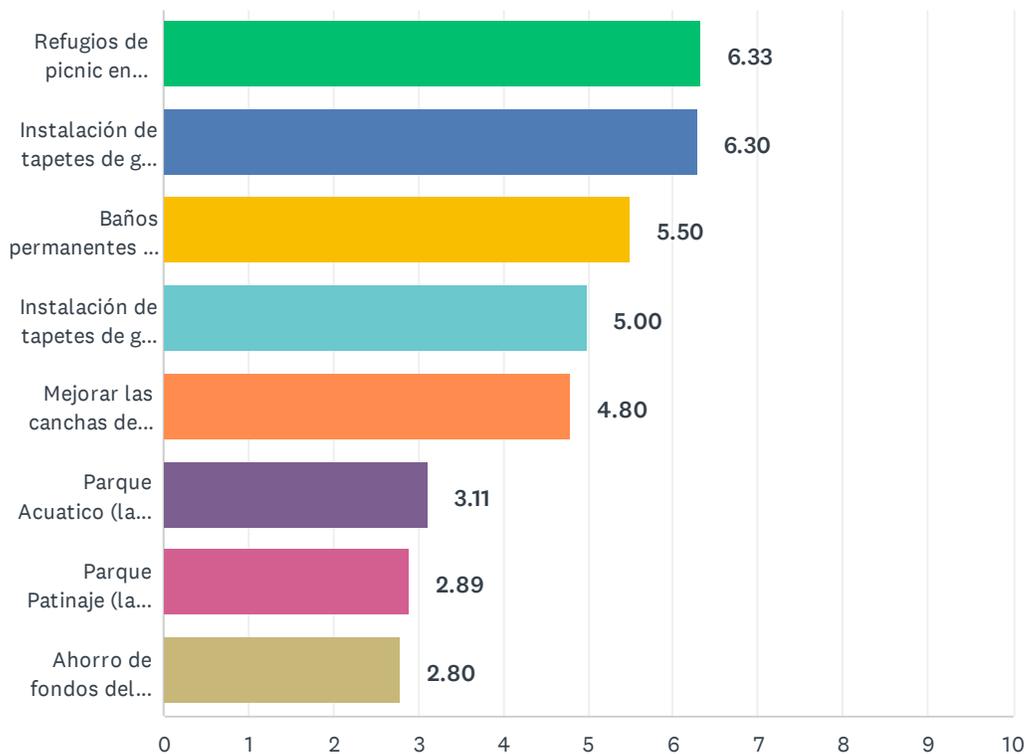
Dayton Citywide Park Survey

	1	2	3	4	5	6	7	8	TOTAL	SCORE
ST-Bathrooms - LF, ADP, ASP	15.35% 33	19.07% 41	15.35% 33	20.00% 43	12.09% 26	11.63% 25	3.72% 8	2.79% 6	215	5.42
ST-ADA Mats - CSP	25.00% 52	13.94% 29	11.06% 23	12.02% 25	12.98% 27	8.65% 18	10.10% 21	6.25% 13	208	5.28
ST-Upgrade BBall Courts - CSP, ASP	7.51% 16	14.55% 31	15.96% 34	13.62% 29	23.47% 50	13.15% 28	7.51% 16	4.23% 9	213	4.78
ST-Picnic Shelters - ASP ADP	5.31% 11	10.63% 22	20.77% 43	18.84% 39	14.01% 29	15.46% 32	12.08% 25	2.90% 6	207	4.65
LT-Splash Pad	15.71% 33	13.33% 28	10.00% 21	8.57% 18	6.67% 14	18.10% 38	16.19% 34	11.43% 24	210	4.47
ST-ADA Mats - ASP	4.81% 10	16.35% 34	13.46% 28	14.90% 31	15.38% 32	12.50% 26	12.98% 27	9.62% 20	208	4.43
LT-Acquire/Improve DLP	22.17% 47	4.25% 9	8.02% 17	7.55% 16	7.08% 15	9.91% 21	5.66% 12	35.38% 75	212	3.98
LT-Skate Park	9.57% 20	10.05% 21	6.70% 14	4.31% 9	6.70% 14	7.66% 16	29.67% 62	25.36% 53	209	3.43

Q1 El Ayuntamiento de Dayton está buscando su opinión. El Fondo de Capital de Parques actualmente tiene Ingresos por Impuestos de Alojamiento Transitorio (TLT, por sus siglas en inglés) para ser utilizados en proyectos de mejora de parques. La siguiente es una lista de proyectos de mejoramiento de parques que el Concejo Municipal está considerando.

Algunos proyectos pueden completarse a corto plazo (1 a 5 años), mientras que otros requerirán ingresos adicionales y se completarán a largo plazo (5 a 10 años). Por favor priorice los proyectos enumerados a continuación

Answered: 10 Skipped: 0



- 6.33 Picnic Shelters at Alderman and Andrew Smith Parks (Short Term)
- 6.30 Installation of ADA rubber mats under playground equipment at Andrew Smith Park (Short Term)
- 5.50 Permanent Bathroom Facilities at Alderman Park, Legion Field, and Andrew Smith Park (Short Term)
- 5.00 Installation of ADA rubber mats under playground equipment at Courthouse Square Park (Short Term)
- 4.80 Upgrading the basketball courts and lighting at Andrew Smith Park and Courthouse Square Park (Short Term)
- 3.11 Splash Pad (Long Term)
- 2.89 Skate Park (Long Term)
- 2.80 Saving Park Improvement Project funds to help acquire/improve Dayton Landing Park (Long Term)

Encuesta sobre proyectos de parques

	1	2	3	4	5	6	7	8	TOTAL	SCORE
Refugios de picnic en Alderman y Andrew Smith Parks (corto plazo)	11.11% 1	33.33% 3	44.44% 4	0.00% 0	11.11% 1	0.00% 0	0.00% 0	0.00% 0	9	6.33
Instalación de tapetes de goma ADA debajo del equipo de juegos en Andrew Smith Park (corto plazo)	30.00% 3	20.00% 2	30.00% 3	10.00% 1	0.00% 0	0.00% 0	10.00% 1	0.00% 0	10	6.30
Baños permanentes en Alderman Park, Legion Field y Andrew Smith Park (corto plazo)	12.50% 1	0.00% 0	25.00% 2	50.00% 4	12.50% 1	0.00% 0	0.00% 0	0.00% 0	8	5.50
Instalación de tapetes de goma ADA debajo del equipo de juegos en Courthouse Square Park (corto plazo)	10.00% 1	40.00% 4	0.00% 0	10.00% 1	10.00% 1	10.00% 1	0.00% 0	20.00% 2	10	5.00
Mejorar las canchas de baloncesto y la iluminación en Andrew Smith Park y Courthouse Square Park (corto plazo)	20.00% 2	0.00% 0	0.00% 0	30.00% 3	30.00% 3	10.00% 1	10.00% 1	0.00% 0	10	4.80
Parque Acuatico (largo plazo)	11.11% 1	0.00% 0	0.00% 0	0.00% 0	11.11% 1	44.44% 4	11.11% 1	22.22% 2	9	3.11
Parque Patinaje (largo plazo)	0.00% 0	11.11% 1	0.00% 0	11.11% 1	0.00% 0	22.22% 2	33.33% 3	22.22% 2	9	2.89
Ahorro de fondos del Proyecto de Mejoramiento del Parque para ayudar a adquirir/mejorar el Parque Dayton Landing (largo plazo)	10.00% 1	0.00% 0	0.00% 0	0.00% 0	20.00% 2	10.00% 1	30.00% 3	30.00% 3	10	2.80

Q2 If you would like to suggest a different park improvement project or have other comments for the City Council, please comment below.

Answered: 56 Skipped: 168

#	RESPONSES	DATE
1	For spring/ summer, movies at the park. Dayton city wide "park walks" to physically introduce existing park space to residents.	11/15/2022 5:09 AM
2	Get the boat launch in better shape. Thanks	11/14/2022 4:57 PM
3	Restrooms, seating - ie benches and maybe added table/s for picnic/s, electrical outlets, running water, lighting.	11/11/2022 1:50 PM
4	Walking trail between grade school and boat landing.	11/9/2022 7:48 PM
5	Paving the road to Alderman Park would make it a usable park, along with permanent bathroom facilities. Restoring the bridge from The Vintages Trailer Resort/Willamette Wine Country RV Park, would make getting to Dayton much safer than trying to get out on the highway without getting in a car accident, so we can enjoy our town. There are approximately 380 people living here that would love to go to Dayton for the amenities if the bridge was restored to working condition.	11/9/2022 4:39 PM
6	Fix the boat ramp #1	11/9/2022 4:02 PM
7	I would prefer to see the basketball court (and it's additional lighting) moved out of the historic downtown park. Perhaps Legion field could be better utilized with a basketball court , splash pad and skate venue. This would create a space with a variety of uses and more people around keeping "eyes" on activity there.	11/9/2022 2:47 PM
8	a few of the premier skate park construction and design companies in the whole country are based right here in the PNW - leveraging community connections with those companies along with the TLT and perhaps park/playground grants could get Dayton a small but quality skatepark in the short-term as opposed to the long-term.	11/9/2022 2:29 PM
9	Dayton landing is a game-changing park for Dayton. This will fundamentally change the city for the better. Please prioritize this park.	11/8/2022 6:21 AM
10	Work on code enforcement. There are too many properties that are cluttered with debris non functioning cars etc. to the point of danger(le fire hazard,poor access for ems) and certainly detract from the charm of the community.	11/8/2022 6:09 AM
11	It would be nice to have bike/running/walking path with crushed limestone.	11/6/2022 4:55 PM
12	Continued improvement of Dog Park.	11/6/2022 11:01 AM
13	Please fix the parking lot and boat launch at Dayton Landing! This has been put off long enough and NEEDS to be addressed!	11/5/2022 6:53 PM
14	Fix the boat ramp asap	11/5/2022 4:32 PM
15	Community pool	11/5/2022 9:45 AM

Dayton Citywide Park Survey

16	Permanent corn hole boards, made of concrete.	11/5/2022 8:48 AM
17	A few more park benches and a picnic table or two in areas other than just the shelter at courthouse square.	11/4/2022 4:09 PM
18	I would have thought when restoring the fountain at courthouse park it would have been in the same style as previous, hence the word restore. I digress. Sustainable energy for better lighting over covered picnic area, bathroom, around, in or on pavillion. Also basket ball courts, but they should shut off when it is dark. If you keep them lit all the time that means people can be there all the time. I don't think we want that. I'm sure Dayton City Council will do something Creative. Look at all they came up with during COVID-19. I would talk to that idea maker, very creative.	11/4/2022 11:37 AM
19	Adult exercise equipment please	11/4/2022 9:51 AM
20	The foot bridge over the yarnhill being fixed and opened would be good	11/4/2022 6:10 AM
21	Having a covered basketball court with new hoops and lighting at Andrew Smith Park would be awesome. No skate park in Dayton needed. There is one in Mac that they can go to. Skate parks only breed negativity to the community and we already have seen issues involving skaters within our community.	11/3/2022 10:47 PM
22	Use money to enforce city ordinances to clean up run down properties in town.	11/3/2022 6:09 PM
23	Better sidewalks all around, and a running trail across Dayton	11/3/2022 6:06 PM
24	Tennis court	11/3/2022 5:54 PM
25	I would love to see a Bocceball court, or two, installed at Courthouse Park or other public space where it would work.	11/3/2022 5:29 PM
26	I think that's it for me. A skate park would be really cool for kids and teens and could be a new hang out spot. The basketball hoops in the main square have needed tic for a long time. Even just a station with a little cheap broom would help keep the court clean from all the tree debris.	11/3/2022 5:23 PM
27	Lighting and security camera improvement at the parks to resolve ongoing issues with damage and vandalism.	11/3/2022 4:26 PM
28	City pool Pickle ball courts that could also be tennis or hb courts convertible use	11/3/2022 1:58 PM
29	No loitering in parks Homeless and drug dealers	11/3/2022 1:24 PM
30	Fishing pier. Visit Shampoe State Park fishing pier. Poles above flood line.	11/3/2022 11:48 AM
31	Dayton Landing any improvement would be appreciated!	11/3/2022 10:34 AM
32	new benches for Friday Nights during the summer.	11/3/2022 10:30 AM
33	Permanent bathrooms are not necessary everywhere	11/2/2022 9:14 PM
34	Making sure there are staff to clean the bathrooms.	11/2/2022 1:59 PM
35	Upgrade wheelchair access to Andrew Smith Park. Curb ramps are dangerous.	11/2/2022 9:26 AM
36	1. Splash pad would be great for kids but not in Courthouse Square park unless it's to replace basketball court. Need to leave some green space and room for people gathering space in that park, it's very full already with structures. Put it in a different park. 2. I'd actually put rehabbing the Palmer Creek Trail over a lot of the above priorities you listed. A linear trail would be great for walkers and runners. 3. Similarly, look at putting walking trail around perimeter the Fisher Farm well	11/1/2022 11:16 PM

Dayton Citywide Park Survey

property. 4. I think a restroom facility over at Alderman Park will draw problems. No public eyes on it, isolated - will draw drug use, people camping out in it, vandalism. In Courthouse park people jam toilet paper in the locking mechanism so the doors don't lock at night, so you see it's easy to circumvent security controls. Maybe add a portapotty at most. 5. Add another couple of trees inside perimeter of Alderman park inside fence area, for those hot sunny summer days. My dogs would take breaks from the sun under the trees at the edge but the new fence blocks them from doing that I noticed. 6. This is extremely minor but adding mulch to entry of the Alderman offleash area would be nice, is muddy now at that entrance. 7. Hire arborists to rehab the cherry trees that surround Legion field. They need help. A couple spots might need replanting of cherry trees, I think there are one or two gaps where trees died.

37	For future playground plans make sure that play equipment is designed to be as inclusive as possible for children of all abilities.	11/1/2022 10:00 PM
38	Gazebo need some good maintenance to sustain its integrity. It's a beautiful part of our community.	11/1/2022 9:42 PM
39	It would be great to get the bridge access to the dog park.	11/1/2022 9:22 PM
40	The splash pad would be wonderful for all, give the kids , families something too enjoy on a hot day....	11/1/2022 7:01 PM
41	The State should pay for the improvements at the boat dock in town (you call it Dayton Landing). Use the funds for the other projects. My order-of-priority list is shown. Good luck!	11/1/2022 6:59 PM
42	Fix foot bridge to the dog park, so we can walk our dogs to it. Also fully fence in dog park, with safe entry and exit gates. Or move dog park to new location on Dayton side of river.	11/1/2022 6:30 PM
43	Fix the basketball court in the at the courthouse park	11/1/2022 4:26 PM
44	1- Under city ownership/control, I would like to see legion field become a multi-use park focused on kids/youth. Although there is little league played there in summer the park is vastly (100% empty of people) unused about 90% of the year and is a largely-wasted resource. It would get way more use if configured differently. Example: A small splash pad for little ones and a modest skate park for youth could both fit there and would result in much more use! Yes, it costs money, but it is a long term thing. But to do this, the current little league ball field would have to be removed/moved first. This will ruffle feathers if there is not a good plan, but it won't be a problem at all if the city government could work with Dayton SD to financially/logistically help the school district "move" the little league-scale field (60 foot baseline, 200' fence) to ensure continued presence of a decent little league field in Dayton. This is done by converting the existing ragged, old, unused high school baseball field behind the grade school to a well-kept little-league scale field with 200 foot fence, etc. It just makes sense for all ball fields to be located closer to each other and it also makes sense for the school district to have a decent little league scale field right next to high school boys baseball field. It already has the nice high school girls softball field and an older/secondary softball field next to it (which I assume used by younger softball players). Once this little league baseball field move is done, then the city could properly pursue developing the Legion Field as a multi-use park of some type. 2-Also: I would love to see the 99% unused basketball court removed out of Courthouse Square Park since it is so rarely used. Another idea would be to just remove the concrete on the west half of the court (this is the part that is being heaved up by the coastal redwood) and just plant grass and keep half the concrete court as a simple, "half court". Thank you for reading. John Collins 309 main St.	11/1/2022 3:55 PM
45	The boat ramp needs to be fixed. I know, I know it's county property and you guys want it released to the city so you can install permanent bathrooms. However, for those who do use the boat ramp, having a permanent bathroom is really not necessary. Where the bathroom is proposed is still within the 50 year flood plain. We are just fine having a porter potty that needs to be removed during the winter/spring time, but here's an idea, move the porter potty to where you all want a permanent bathroom. And please listen to the people actually using the boat ramp and not just the opinion of those who use it for kayaking that are on the council, as it is entirely different launching a boat using a truck and trailer vs. sliding a kayak	11/1/2022 3:23 PM

Dayton Citywide Park Survey

into the water... the community members that use the boat ramp for launching are the ones actually fixing the dangerous holes that are at the ramp. And that's not an insult to those on the city council, it just seems like the council has been very defensive of any type of input from the community lately. And no, not everyone has the time to attend meetings, but it is still our tax dollars paying for those improvements that y'all put on your resumes. Cheers

46	Prioritize getting the bridge to Alderman Park fixed/replaced.	11/1/2022 3:07 PM
47	We have a disabled son in a wheel chair. It would be nice to up grade the swing to accommodate him and others like him.	11/1/2022 2:54 PM
48	Could donated labor and sponsors help create a skate park? Great job!	11/1/2022 2:44 PM
49	Accessible ramp and area for fishing at Dayton Landing. On another note the sidewalk on Ferry St needs repairs. Uneven sidewalks creating trip hazards and leaves city open to liability. Homeowners need to trim back vegetation obstructing walkway.	11/1/2022 2:33 PM
50	What is the feasibility of having a temporary ice rink in courthouse square park during winter months? Just thought that would be fun! No idea how it would work...maybe on top of the ball court...	11/1/2022 2:02 PM
51	Don't lump legion field bathroom in with alderman and the other neighborhood park.	11/1/2022 1:34 PM
52	Trees by or shade for play structures. It gets so hot in the summer and children can only play late in the evening, very early in the day, or not at all.	11/1/2022 1:34 PM
53	Fix pedestrian bridge to Alderman Park!	11/1/2022 1:29 PM
54	Dog park area	11/1/2022 1:07 PM
55	Get rid of the basketball court in Courthouse square...or leave it alone, and spend the money more wisely. As for the splash pad and skate park, I would support funding those IF they were located in residential part of town - where the kids live. DO NOT try to squeeze them into Courthouse Square park. The kids already use the band stand as a skate park, so moving that interest out of downtown would work best. The picnic shelter and bathrooms at Alderman/dog park - great idea, but what is the plan for security and clean up - those needs should be funded as well. Perhaps take some of the money and assure a 'tourist-park-related' TLT bucket for security and clean up of all the parks and any added park features. Oh, what would I replace the Courthouse Sq park basketball court with? Green space, picnic table, relieve the stress on tree roots by getting rid of the cement. Thanks for asking!	11/1/2022 12:59 PM
56	On the west end of Joel Palmer Way, there is vacant, and I believe, unbuildable, land. Would it be possible to create a park space there for the neighborhood?	11/1/2022 12:52 PM

Q2 Si desea sugerir un proyecto de mejora de parque diferente o tiene otros comentarios para el Ayuntamiento, por favor comente a continuación.

Answered: 4 Skipped: 6

#	RESPONSES	DATE
1	Agregar areas de entrenamiento canino al parque de perros, hacer rutas de caminar predestinadas con acceso a fuentes de agua, datos divertidos un letereros con dustancias, bolsas para perros, bancas de descanso, are, etc.	11/7/2022 8:20 AM
2	Mas iluminacion en la calle ASH entre las calles 9 y 11	11/3/2022 10:03 AM
3	Mas iluminacion y en el pueblo completo nesecita.	11/2/2022 11:13 AM
4	Splash area water	11/2/2022 7:37 AM

Translated:

10

#1 Add dog training areas to the dog park, make predestined walking routes with access to water sources, fun facts, signs with distances, doggy bags, rest benches, area, etc.

#2 More lighting on ASH street between 9th and 11th streets.

#3 The complete entire town needs more lighting.

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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
12/22	12/06/2022	28294	1942	Alex Cisneros	DEPOSIT RE	2	400.400.750.00	.00	6.81
12/22	12/06/2022	28295	127	Baker & Taylor	2037149360	1	100.104.715.00	.00	3.77
12/22	12/06/2022	28296	151	Beery, Elsner & Hammond	Multiple	11	500.500.700.00	.00	3,092.50
12/22	12/06/2022	28297	1878	Brightside Electric & Lighting	5079-23	1	100.100.707.30	.00	380.00
12/22	12/06/2022	28298	1944	Candice Bernard	DEPOSIT RE	1	100.100.750.20	.00	350.00
12/22	12/06/2022	28299	255	Cascade Columbia	853225	1	400.400.616.00	.00	2,438.16
12/22	12/06/2022	28300	1922	Cintas Corp	Multiple	6	400.400.616.10	.00	399.43
12/22	12/06/2022	28301	105	City of Dayton	Multiple	1	300.301.707.00	.00	2,243.00
12/22	12/06/2022	28302	1865	Comcast Business	8778105130	1	400.400.705.30	.00	104.85
12/22	12/06/2022	28303	519	Comcast Cable - internet	8778105130	11	400.400.705.30	.00	199.79
12/22	12/06/2022	28304	1841	CyntrX	INV147914	5	400.400.614.00	.00	45.00
12/22	12/06/2022	28305	1213	Delano M Linke	DEPOSIT RE	2	400.400.750.00	.00	84.63
12/22	12/06/2022	28306	789	Edge Analytical	Multiple	1	300.300.751.00	.00	267.08
12/22	12/06/2022	28307	1810	Elizabeth Sagmiller	222	1	400.400.705.80	.00	2,280.00
12/22	12/06/2022	28308	543	Ferrellgas	Multiple	10	400.400.600.10	.00	1,094.71
12/22	12/06/2022	28309	1630	Gerry Butler	13 BOOKS	1	100.104.715.00	.00	100.00
12/22	12/06/2022	28310	178	Hach Company	13334902	1	400.400.616.00	.00	244.11
12/22	12/06/2022	28311	957	Haworth, Inc	PAY APP 4	1	770.770.910.70	.00	91,588.68
12/22	12/06/2022	28312	134	Iron Mountain Records Mgmt	HBBM862	10	400.400.601.00	.00	116.45
12/22	12/06/2022	28313	107	League of Oregon Cities	11221	2	300.300.705.00	.00	20.00
12/22	12/06/2022	28314	1363	Maria Medina	DEPOSIT RE	1	100.100.750.20	.00	200.00
12/22	12/06/2022	28315	1418	Matthew Evers	CREDIT BAL	1	001.000.175.00	.00	98.83
12/22	12/06/2022	28316	1572	McMinnville Commercial Cleaners	Multiple	1	100.100.707.30	.00	1,250.00
12/22	12/06/2022	28317	121	McMinnville Water & Light	67508 1222	1	300.300.600.00	.00	152.30
12/22	12/06/2022	28318	109	News Register	Multiple	1	101.101.700.10	.00	656.60
12/22	12/06/2022	28319	871	ODP Business Solutions, LLC	2735916670	10	400.400.601.00	.00	96.33
12/22	12/06/2022	28320	758	OHA - Cashier	4100252 202	1	300.300.706.00	.00	75.00
12/22	12/06/2022	28321	173	One Call Concepts, Inc.	2110349	2	400.400.799.00	.00	25.92
12/22	12/06/2022	28322	224	Orchard & Vineyard Supply	Multiple	6	400.400.617.00	.00	89.51
12/22	12/06/2022	28323	1287	Oregon Water Resources Depart	WMCP REVI	1	300.300.705.00	.00	2,450.00
12/22	12/06/2022	28324	1245	PBS Engineering and Environmen	0075319.003	1	700.700.910.41	.00	341.25
12/22	12/06/2022	28325	103	PGE	8721021000	1	300.300.600.00	.00	99.43
12/22	12/06/2022	28326	621	Portland Engineering, Inc	Multiple	1	700.700.920.00	.00	1,869.00
12/22	12/06/2022	28327	240	Print NW	22541	1	500.500.752.60	.00	150.00
12/22	12/06/2022	28328	106	Recology Western Oregon	20197786	2	200.200.603.00	.00	320.77
12/22	12/06/2022	28329	1943	Rhoda Sheridan	DEPOSIT RE	1	100.100.750.20	.00	350.00
12/22	12/06/2022	28330	1773	Ricci Haworth	Multiple	10	400.400.611.00	.00	94.80
12/22	12/06/2022	28331	1946	Sara and David Duran	DEPOSIT RE	2	400.400.750.00	.00	9.01
12/22	12/06/2022	28332	119	Sprint	414585229-2	10	400.400.602.00	.00	569.90
12/22	12/06/2022	28333	875	Step Forward Activities	127215	1	100.103.619.00	.00	560.96
12/22	12/06/2022	28334	1945	Superior Fence & Construction	39531	10	400.400.707.00	.00	990.00
12/22	12/06/2022	28335	818	TK Elevator	3006967072	1	100.100.707.30	.00	822.39
12/22	12/06/2022	28336	112	Wilco	Multiple	7	400.400.614.10	.00	2,705.97
12/22	12/06/2022	28337	117	YCOM	5007015	1	101.101.770.00	.00	2,296.67
12/22	12/07/2022	28338	1947	DEQ Office of Compliance &	CASE WQ/M	1	400.400.790.00	.00	3,475.00
12/22	12/21/2022	28339	1678	Alderbrook Gardens	27171	1	500.500.752.60	.00	160.00
12/22	12/21/2022	28340	329	Alexonet Inc	2400	11	105.105.705.30	.00	1,064.75
12/22	12/21/2022	28341	261	AUCA Western First Aid & Safety	PDX4-00210	10	400.400.601.00	.00	274.77
12/22	12/21/2022	28342	1786	Bend Mailing Services	80528	10	400.400.705.00	.00	2,489.24
12/22	12/21/2022	28343	403	C and D Landscape Co.	DEPOSIT FO	1	200.200.705.00	.00	1,571.00
12/22	12/21/2022	28344	125	Canon Solutions America	29655655	10	400.400.601.00	.00	716.44
12/22	12/21/2022	28345	255	Cascade Columbia	853802	2	300.300.616.00	.00	4,346.00
12/22	12/21/2022	28346	1922	Cintas Corp	Multiple	6	400.400.616.10	.00	179.14

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
12/22	12/21/2022	28347	362	City of Newberg	NOVEMBER	4	100.106.716.00	.00	1,904.93
12/22	12/21/2022	28348	148	Davison Auto Parts	389333	6	400.400.617.00	.00	284.16
12/22	12/21/2022	28349	111	DCBS Fiscal Services	NOVEMBER	1	100.106.700.35	.00	175.33
12/22	12/21/2022	28350	231	DOWL	Multiple	1	700.700.910.41	.00	15,983.87
12/22	12/21/2022	28351	789	Edge Analytical	Multiple	1	300.300.751.00	.00	342.27
12/22	12/21/2022	28352	513	Elizabeth Wytoski	DECEMBER	1	500.500.752.00	.00	50.00
12/22	12/21/2022	28353	1790	Environmental Equipment Engine	4770	1	400.400.910.00	.00	44,448.46
12/22	12/21/2022	28354	543	Ferrellgas	Multiple	10	400.400.600.10	.00	1,561.44
12/22	12/21/2022	28355	694	GPEC Electrical Contractors	8720	1	300.300.705.00	.00	220.00
12/22	12/21/2022	28356	167	GSI Water Solutions, Inc	001407.025-	1	300.300.705.00	.00	905.00
12/22	12/21/2022	28357	1514	MidAmerica Books	Multiple	1	100.104.715.00	.00	406.15
12/22	12/21/2022	28358	124	Mid-Willamette Valley COG	Multiple	1	100.105.705.20	.00	3,401.75
12/22	12/21/2022	28359	1933	Mobile Modular	2358789	4	100.103.601.00	.00	904.90
12/22	12/21/2022	28360	871	ODP Business Solutions, LLC	Multiple	10	400.400.601.00	.00	160.33
12/22	12/21/2022	28361	163	Oregon Dept of Revenue	NOVEMBER	1	101.101.700.35	.00	50.00
12/22	12/21/2022	28362	103	PGE	Multiple	1	300.301.600.00	.00	10,799.77
12/22	12/21/2022	28363	621	Portland Engineering, Inc	11470	3	400.400.705.10	.00	90.00
12/22	12/21/2022	28364	236	PumpTech Systems, Inc	22684	1	300.301.614.00	.00	2,214.00
12/22	12/21/2022	28365	1463	Quadient Leasing USA, Inc	N9698898	10	400.400.601.10	.00	459.15
12/22	12/21/2022	28366	1773	Ricci Haworth	DECEMBER	10	400.400.611.00	.00	31.23
12/22	12/21/2022	28367	1949	Sierra NorDahl	REFUND FO	1	101.000.418.00	.00	115.00
12/22	12/21/2022	28368	875	Step Forward Activities	127288	10	400.400.601.00	.00	212.56
12/22	12/21/2022	28369	1485	Strategic Economic Development	340	12	500.500.706.00	.00	669.80
12/22	12/21/2022	28370	171	Terminix Processing Center	427531915	10	100.104.707.00	.00	100.00
12/22	12/21/2022	28371	1763	Terrence D. Mahr	22-011	1	101.101.705.40	.00	250.00
12/22	12/21/2022	28372	898	Trini Marquez	DEPOSIT RE	1	100.100.750.20	.00	350.00
12/22	12/21/2022	28373	937	United Site Services	Multiple	1	100.103.619.00	.00	952.20
12/22	12/21/2022	28374	154	Westech Engineering, Inc	Multiple	1	700.700.930.30	.00	30,341.86
12/22	12/21/2022	28375	1948	Wilson's Carpet One Floor & Hom	3732	10	400.400.705.00	.00	2,971.00
12/22	12/21/2022	28376	114	Yamhill County Sheriff	DECEMBER	1	101.101.705.10	.00	15,324.12
12/22	12/21/2022	28377	614	Zplyfiber	Multiple	1	300.300.602.00	.00	320.32
12/22	12/20/2022	1122106	116	Pitney Bowes	3316625315	10	400.400.601.10	.00	235.74
12/22	12/20/2022	1122107	213	Pitney Bowes Purchase Power	STATEMENT	10	400.400.601.10	.00	1,210.50
12/22	12/21/2022	1222100	189	CIS Trust	JANUARY 1	22	400.400.594.00	.00	15,418.47
12/22	12/31/2022	1222101	190	AFLAC	269022	1	100.000.220.00	.00	257.00
12/22	12/31/2022	1222102	256	Oregon Dept of Revenue	PR 1231202	1	100.000.212.00	.00	4,095.71
Grand Totals:								.00	292,826.97

SAVE THE DATE!



Small Cities Network Meeting Region 3 - North Willamette Valley

Hello North Willamette Valley Cities - Amity, Aumsville, Aurora, Carlton, Dayton, Detroit, Donald, Dundee, Falls City, Gates, Gervais, Hubbard, Idanha, Jefferson, Lafayette, Lyons, Mill City, Mt. Angel, Scotts Mills, Sheridan, St. Paul, Sublimity, Turner, Willamina, and Yamhill

The LOC is inviting cities in the North Willamette Valley region (Region 3), to attend the **in-person or virtual** Small Cities quarterly meeting on **Thursday, February 9, 2023** in **Dayton**. The meeting will include time for roundtable discussions of local issues. Lunch is provided.

Meeting Location: Palmer Creek Lodge Community Event Center – 606 4th Street, Dayton, OR 97114 *(or Zoom – See options on the registration page)*

Meeting Time: 11:00AM-1:00PM

Plan now to join us! Registration is required through our online system. For assistance in registering, read the [How to Register for LOC Events](#), or email loc@orcities.org.

[Register now](#)

Meeting Agenda:

1. Meeting called to order by the host city
2. Introductions
3. TBA
4. Small Cities Discussion: 2-3 minute update from each city attending
5. Other items: President's Regional Meeting – May 11, 2023 – Dallas
 1. Q3 Meeting – Thursday, August 10, 2023 - Sheridan
6. Adjourn

About the Small Cities Program

Held quarterly in 12 regions across the state, the LOC's [Small Cities program](#) provides leaders from cities with a population less than 7,500 with an opportunity to meet, network and discuss issues or solutions that are most relevant to small cities in their area. [View a map of regions](#)

For questions, please email me or loc@orcities.org



Traci Nichols, *Administrative Assistant-Events*

503-540-6578 direct: 503-798-7732

1201 Court St. NE, Suite 200, Salem, OR 97301-4194

www.orcities.org



CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

MWVCOG 2023 Annual Meeting & Dinner

February 15 @ 6:00 pm - 9:00 pm

[« MWACT Meeting](#)

[MWVCOG Executive Committee »](#)

The MWVCOG Annual Meeting and Dinner will take place on Wednesday, February 15, 2023, from 6:00 PM to 9:00 PM.

The program for the evening begins at 6 p.m. with registration and a reception with a no-host bar. The Colors and the Welcome presentation will be at 6:30 p.m., followed by a buffet dinner at 7 p.m. The presentations will start at 7:30 p.m.

Our members and regional partners, friends, spouses, sponsor representatives, elected and appointed officials, and other interested persons are invited to attend the MWVCOG's Annual Meeting and Dinner to be held at the Chehalem Cultural Center, located at 415 E. Sheridan St. in Newberg, Oregon.

The Annual Meeting is for everyone – spouses and friends are encouraged to attend. Pre-registration is required for each person to attend. The registration form will allow you to pay via either invoice or a debit/credit payment method. Guests are encouraged to submit registrations along with payment ASAP.

The cost to attend is \$40 per person. **Registration is now open.**

Cancellation Policy: No refunds for cancellations received after February 14, 2023.

[+ GOOGLE CALENDAR](#)

[+ ICAL EXPORT](#)

Details

Date:
February 15, 2023

Time:
6:00 pm - 9:00 pm

Event Categories:
COG Board, Public Notices

Event Tags:
Annual meeting, awards

Venue

Chehalem Cultural Center
415 E. Sheridan St.
Newberg, OR 97132 United States

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JOIN US

For the February 2023 Yamhill City/County Dinner
Hosted by the City of Newberg.

Thursday, February 23, 2023

6:30pm - Doors Open/Check-in & Mixologist

7:00pm - Dinner & Speakers:

Martha Bennet, Lake Oswego City Manager

Mayor Bill Rosacker

Other Representatives as time allows

Chehalem Cultural Center

415 E. Sheridan Street

Newberg, OR 97132

\$48 per person (No Host Bar)

Address payment to: City of Newberg

P.O. Box 970 Newberg, OR 97132

Please RSVP (noting dietary restrictions) no later than
February 13th, 2023 by **12pm** using the link or
QR Code included below.

<https://www.surveymonkey.com/r/X8Z5RN2>



MENU

Appetizer

Garden green salad with apple cider vinaigrette (Gluten-free)

Main Course (Choose one)

Braised beef tips with Yamhill mushroom gravy
Boursin mashed potatoes
Seared green beans with lemon
Dinner rolls & butter

- OR -

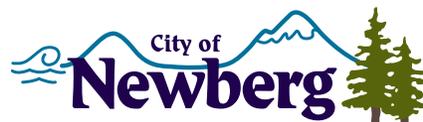
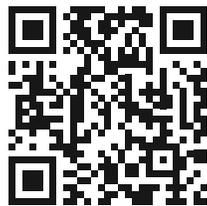
Herb roasted chicken with pan sauce
Ratatouille pasta
Seared green beans with lemon
Dinner rolls & butter

Dessert

Gluten-free chocolate torte

RSVP:

<https://www.surveymonkey.com/r/X8Z5RN2>

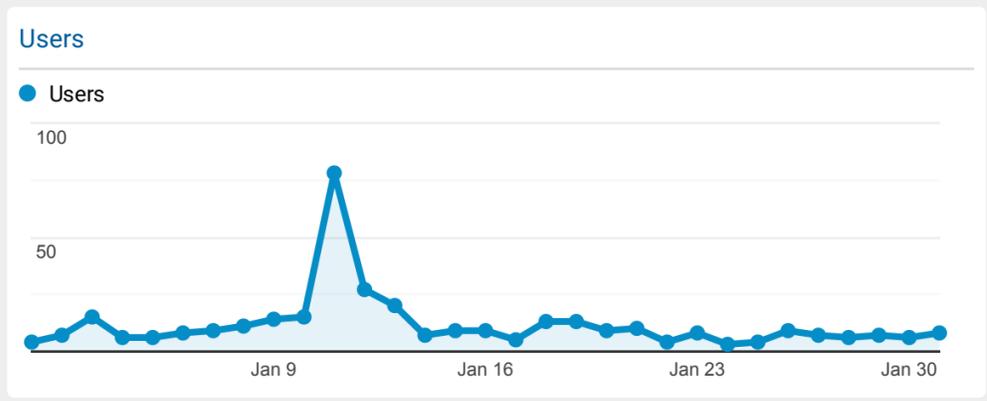


Web Traffic Dashboard

Jan 1, 2023 - Jan 31, 2023

All Users
100.00% Sessions

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



Top Pageviews

Page	Pageviews
There is no data for this view.	

by Browser

Browser	Users
Safari (in-app)	141
Android Runtime	66

by Device Category

Device Category	Users
mobile	191
tablet	16

by Operating System

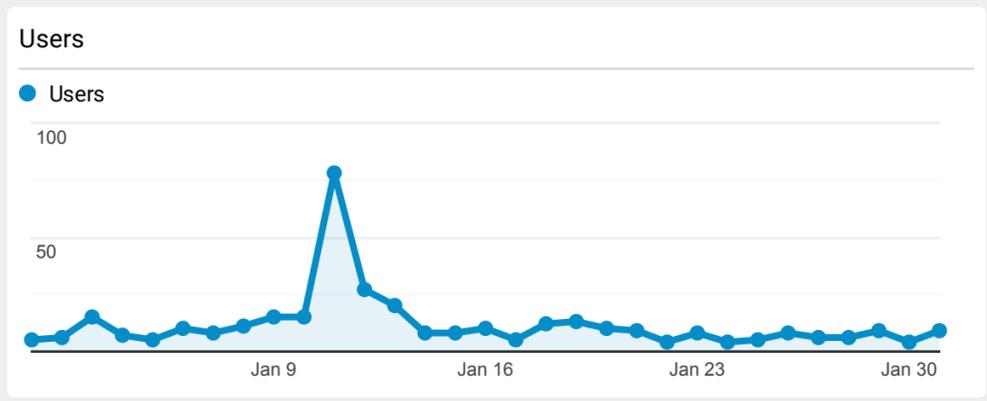
Operating System	Users
iOS	141
Android	66

Mobile Dashboard

Jan 1, 2023 - Jan 31, 2023

All Users
100.00% Sessions

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

by Device

Operating System	Users
iOS	141
Android	66

Total Screen Views

Screen Name	Screen Views
Home	389
Notifications	137
News	79
Agendas & Minutes	28
City Council	26
FAQ's	15
Parks	14
Report a Code Violation	11
Our Staff	8
Who do I Contact?	8

TO: Honorable Mayor and City Councilors
 Through: Rochelle Roaden, City Manager
 From: Patty Ringnalda, City Recorder
 Subject: Code Enforcement Activities Report
 Date: January 3, 2023
 Activity: December 2022

2022 Code Compliance Report												
Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Animals	2	2	10				2	2	6	2	1	3
Building			4					1	2	1	4	
Junk – Private Property										1		1
Noise							1			1	1	1
Noxious veg		1					2	1	1	1		
Parking – Right of Way	30	5	8				5	17	12	1	6	5
Storing Junk - ROW	27	22	16					5	18	10		
Attractive Nuisance									1			
Posting - Signs		3	3					2	2	4	1	1
Camping	8	3	5									
Sidewalks									1			
Vehicle Code/YCSO							2	1				
Other/Blowing Leaves		1							4	4		4
TOTAL	67	37	46				12	29	47	25	12	15

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.

There are no statics for April, May and June due to a vacancy in the Code Compliance Officer position.

To: Mayor Marquez and City Councilors
 Through: Rochelle Roaden, City Manager
 From: Patty Ringnalda, Code Compliance
 Subject: Code Compliance Activities Report
 Date: January 2023

2022/2023												
Category	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Animals	2	2	6	2	1	3	7					
Building		1	2	1	4		3					
Junk Private Property				1		1						
Noise	1			1	1	1	1					
Noxious Vegetation	2	1	1	1								
Parking Right-of-way	5	17	12	1	6	5	4					
Storing Junk - ROW		5	18	10			4					
Attractive Nuisance			1									
Posting Signs		2	2	4	1	1	1					
Camping							1					
Sidewalks			1									
Vehicle Code/YCSO	2	1										
Other			4	4		4						
TOTAL	12	29	47	25	12	15	21					



**Yamhill County Sheriff's Office
Crime Summary for DAYTON
From 12/1/2022 to 12/31/2022**

City	UCR Description	12/1/2021 to 12/31/2021	12/1/2022 to 12/31/2022	Percentage Change	YTD	Prior Year
DAYTON						
Part 1						
	Aggravated Assault	0	0		2	6
	Arson	0	0			2
	Burglary-Business	0	0		1	2
	Burglary-Non-Residence	0	0		7	10
	Burglary-Residence	0	0		2	3
	Larceny	3	1	-66.67 %	47	51
	Motor Vehicle Theft-Auto	2	0		12	8
	Rape	0	0			2
	Robbery	0	0			1
	Part 1 Total	5	1	-80.00 %	71	85
Part 2						
	All Other	2	1	-50.00 %	11	16
	Animal Problems	0	0			1
	Disorderly Conduct	1	0		3	6
	Drug Laws	1	1		16	9
	DUII	0	0		23	13
	Forgery	0	0			2
	Fraud	1	0		5	6
	Kidnapping	0	0		1	
	Liquor Laws	0	0		1	
	Runaway	0	1		2	
	Sex Offenses	2	0		5	8
	Simple Assault	1	0		24	28
	Stolen Property	0	0		9	11
	Trespass/Prowler	1	0		10	29
	Vandalism	5	0		29	26
	Weapons	0	0		8	4
	Part 2 Total	14	3	-78.57 %	147	159
	Total For DAYTON	32	22	-31.25 %	439	427

Report run date: 1/3/2023



**Yamhill County Sheriff's Office
 Crime Summary for DAYTON
 From 12/1/2022 to 12/31/2022**

City	UCR Description	12/1/2021 to 12/31/2021	12/1/2022 to 12/31/2022	Percentage Change	YTD	Prior Year
DAYTON						
Part 3						
	All Other	3	6	100.00 %	91	64
	Non-Reportable Offenses	10	12	20.00 %	130	119
	Part 3 Total	13	18	38.46 %	221	183
	Total For DAYTON	32	22	-31.25 %	439	427



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

City	UCR Description	1/1/2022 to 1/31/2022	1/1/2023 to 1/31/2023	Percentage Change	YTD	Prior Year
DAYTON						
Part 1						
	Aggravated Assault	0	0			2
	Burglary-Business	0	0			1
	Burglary-Non-Residence	0	0			7
	Burglary-Residence	0	0			2
	Larceny	1	1		1	48
	Motor Vehicle Theft-Auto	0	0			13
	Part 1 Total	1	1		1	73
Part 2						
	All Other	1	0			12
	Disorderly Conduct	0	1		1	3
	Drug Laws	1	0			17
	DUII	2	1	-50.00 %	1	23
	Fraud	0	0			5
	Kidnapping	0	0			1
	Liquor Laws	0	0			1
	Runaway	0	0			2
	Sex Offenses	0	0			5
	Simple Assault	0	2		2	24
	Stolen Property	0	0			10
	Trespass/Prowler	1	1		1	12
	Vandalism	3	0			31
	Weapons	0	0			8
	Part 2 Total	8	5	-37.50 %	5	154
Part 3						
	All Other	4	10	150.00 %	10	92
	Non-Reportable Offenses	7	10	42.86 %	10	131
	Part 3 Total	11	20	81.82 %	20	223
	Total For DAYTON	20	26	30.00 %	26	450

Report run date: 2/1/2023

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Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Usage	89,325	400	0	0	59,805	524,838	674,368
Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Amount	7,045.22	-	-	-	6,734.37	57,861.32	71,640.91
Sewer Amount	3,495.29	-	-	-	1,821.91	38,683.75	44,000.95
Misc Amount	-	-	-	-	-	3.85	3.85
Backflow Amount	-	-	-	-	-	-	-
NSFCheck Amount	-	-	-	-	-	54.16	54.16
Late Chrg Amount	-	-	-	-	-	1,341.06	1,341.06
Total Charges:	10,540.51	-	-	-	8,556.28	97,944.14	117,040.93

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Previous Balance	12,211.89	-	-	-	7,514.46	121,757.16	141,483.51
Payments	10,983.94-	-	-	-	7,514.46-	89,608.33-	108,106.73-
Contract Adjustments	-	-	-	-	-	679.01-	679.01-
Assistance Applied	-	-	-	-	-	-	-
Deposits Applied	-	-	-	-	-	204.25-	204.25-
Interest Applied	-	-	-	-	-	-	-
Balance Transfers	-	-	-	-	-	-	-
Balance Write-offs	-	-	-	-	-	-	-
Reallocations	-	-	-	-	-	-	-
Total Charges	10,540.51	-	-	-	8,556.28	97,944.14	117,040.93
Current Balance:	11,768.46	-	-	-	8,556.28	129,209.71	149,534.45

Year To Date: 07/01/2022 - 12/31/2022

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Usage	797,316	1,800	0	1	298,032	4,649,525	5,746,674

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Amount	57,503.57	350.00	-	-	35,006.31	431,625.98	524,485.86
Sewer Amount	20,738.12	-	-	-	10,932.95	232,670.92	264,341.99
Misc Amount	85.00	-	-	-	-	1,464.78	1,549.78
Backflow Amount	-	-	-	-	-	-	-
NSFCheck Amount	-	-	-	-	-	273.02	273.02
Late Chrg Amount	120.00	-	-	-	-	7,209.84	7,329.84
Total Charges:	78,446.69	350.00	-	-	45,939.26	673,244.54	797,980.49

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Previous Balance	13,902.81	-	-	-	6,356.26	123,890.90	144,149.97
Payments	80,581.04-	350.00-	-	-	43,739.24-	664,962.98-	789,633.26-
Contract Adjustments	-	-	-	-	-	595.64-	595.64-
Assistance Applied	-	-	-	-	-	-	-
Deposits Applied	-	-	-	-	-	2,367.11-	2,367.11-

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Interest Applied	-	-	-	-	-	-	-
Balance Transfers	-	-	-	-	-	-	-
Balance Write-offs	-	-	-	-	-	-	-
Reallocations	-	-	-	-	-	-	-
Total Charges	78,446.69	350.00	-	-	45,939.26	673,244.54	797,980.49
Current Balance:	11,768.46	-	-	-	8,556.28	129,209.71	149,534.45

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Usage	131,068	500	0	0	177,084	532,337	840,989

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Amount	10,002.12	-	-	-	15,120.49	57,742.77	82,865.38
Sewer Amount	3,495.29	-	-	-	1,821.91	38,375.59	43,692.79
Misc Amount	-	-	-	-	-	567.13	567.13
Backflow Amount	-	-	-	-	-	-	-
NSFCheck Amount	-	-	-	-	-	29.16	29.16
Late Charg Amount	10.00	-	-	-	-	1,209.25	1,219.25
Total Charges:	13,507.41	-	-	-	16,942.40	97,923.90	128,373.71

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Previous Balance	11,678.08	-	-	-	8,556.28	123,864.53	144,098.89
Payments	4,425.10-	-	-	-	8,556.28-	91,592.69-	104,574.07-
Contract Adjustments	-	-	-	-	-	-	-
Assistance Applied	-	-	-	-	-	-	-
Deposits Applied	-	-	-	-	-	206.22-	206.22-
Interest Applied	-	-	-	-	-	-	-
Balance Transfers	-	-	-	-	-	-	-
Balance Write-offs	-	-	-	-	-	-	-
Reallocations	-	-	-	-	-	-	-
Total Charges	13,507.41	-	-	-	16,942.40	97,923.90	128,373.71
Current Balance:	20,760.39	-	-	-	16,942.40	129,989.52	167,692.31

Year To Date: 07/01/2022 - 01/31/2023

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Usage	928,384	2,300	0	1	475,116	5,181,862	6,587,663

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Amount	67,505.69	350.00	-	-	50,126.80	489,368.75	607,351.24
Sewer Amount	24,233.41	-	-	-	12,754.86	271,046.51	308,034.78
Misc Amount	85.00	-	-	-	-	2,031.91	2,116.91
Backflow Amount	-	-	-	-	-	-	-
NSFCheck Amount	-	-	-	-	-	302.18	302.18
Late Charg Amount	130.00	-	-	-	-	8,419.09	8,549.09
Total Charges:	91,954.10	350.00	-	-	62,881.66	771,168.44	926,354.20

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Previous Balance	13,902.81	-	-	-	6,356.26	123,890.90	144,149.97
Payments	85,096.52-	350.00-	-	-	52,295.52-	761,900.85-	899,642.89-
Contract Adjustments	-	-	-	-	-	595.64-	595.64-
Assistance Applied	-	-	-	-	-	-	-
Deposits Applied	-	-	-	-	-	2,573.33-	2,573.33-

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Interest Applied	-	-	-	-	-	-	-
Balance Transfers	-	-	-	-	-	-	-
Balance Write-offs	-	-	-	-	-	-	-
Reallocations	-	-	-	-	-	-	-
Total Charges	91,954.10	350.00	-	-	62,881.66	771,168.44	926,354.20
Current Balance:	20,760.39	-	-	-	16,942.40	129,989.52	167,692.31

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														
Mar														
Apr														
May														
Jun														
Jul														
Aug														
Sep														
Oct														
Nov														
Dec														
Total	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

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

Influent meter broke: used well meters for total

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	254,000	3,986,000	2,879,000	58%	42%	6,865,000	404,000
Jun	1,860,000	0	2,587,000	2,586,000	2,538,000	9,571,000	10,422,000	353,000	4,330,000	4,714,000	48%	52%	9,044,000	527,000
Jul	1,974,000	15,000	2,952,000	2,893,000	2,862,000	10,696,000	11,522,000	374,000	3,806,000	6,560,000	37%	63%	10,366,000	330,000
Aug	1,499,000	350,000	2,522,000	2,189,000	2,227,000	8,787,000	10,322,000	331,000	3,785,000	5,089,000	43%	57%	8,874,000	-87,000
Sep	995,000	309,000	1,911,000	1,249,000	1,357,000	5,821,000	7,058,000	238,000	2,192,000	3,853,000	36%	64%	6,045,000	-224,000
Oct	855,000	85,000	552,000	984,000	971,000	3,447,000	5,509,000	255,000	2,223,000	2,472,000	47%	53%	4,695,000	-1,248,000
Nov	1,020,000	1,000	1,586,000	1,309,000	1,046,000	4,962,000	5,879,000	205,000	2,717,000	2,417,000	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%	80,505,000	434,000

Corrected Distribution Numbers