

AGENDA  
CITY OF DAYTON  
WORK/SPECIAL/EXECUTIVE SESSION

DATE: TUESDAY, FEBRUARY 20, 2024  
 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/89438145264>

*Dayton - Rich in History . . . Envisioning Our Future*

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PAGE #</u>
A.	CALL TO ORDER & PLEDGE OF ALLEGIANCE	
B.	ROLL CALL	
C.	APPEARANCE OF INTERESTED CITIZENS	
	1. 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"> <li>• <b>Email - any time up to 5:00 p.m.</b> the day of the meeting to <a href="mailto:rvargas@daytonoregon.gov">rvargas@daytonoregon.gov</a>. The Mayor will read the comments emailed to the City Recorder.</li> <li>• <b>Appear in person</b> - 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.</li> <li>• <b>Appear by Telephone only</b> - please sign up prior to the meeting by emailing the City Recorder at <a href="mailto:rvargas@daytonoregon.gov">rvargas@daytonoregon.gov</a>. (The chat function is not available when calling by phone into Zoom.)</li> <li>• <b>Appear virtually via Zoom</b> - once you are in the meeting, send a chat directly to the City Recorder, Rocio Vargas, use the raise hand feature in Zoom to request to speak during public comment. <b>The City Recorder will need your first and last name, address, and contact information</b> (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.</li> </ul>	
D.	CONSENT AGENDA	
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E.	ACTION ITEMS	
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F.	WORK SESSION ITEMS	
	1. Courthouse Square Park Event Alcohol Permit Discussion	33-37
	2. FY23-24 Strategic Goals Review/Update	39-46
G.	EXECUTIVE SESSION	

**Meeting Accessibility Services and Americans with Disabilities Act (ADA) Notice:** City Hall Annex is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to the City Recorder (503) 864-2221 or [rvargas@daytonoregon.gov](mailto:rvargas@daytonoregon.gov).

*City Council will meet in Executive Session per ORS 192.660(2)(e) to conduct deliberations with designee on real property negotiations.*

H. CITY COUNCIL COMMENTS/ CONCERNS

I. INFORMATION REPORTS

1. Dave Rucklos, Tourism and Economic Development Director

J. CITY MANAGERS REPORT

K. ADJOURN

Posted: February 16, 2024

By: Rocio Vargas, City Recorder

NEXT MEETING

Regular Session Meeting Monday, March 4, 2024

Work Session Monday, March 18, 2024

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

**MINUTES  
DAYTON CITY COUNCIL  
REGULAR SESSION  
FEBRUARY 5, 2024**

**PRESENT:** Mayor Trini Marquez  
Councilor Annette Frank  
Councilor Kitty Mackin, via Zoom  
Council President Jim Maguire  
Councilor Rosalba Sandoval-Perez

**ABSENT:** Councilor Drew Hildebrandt  
Councilor Luke Wildhaber

**STAFF:** Rochelle Roaden, City Manager  
Rocio Vargas, City Recorder  
Dave Rucklos, Tourism & Economic Development Director  
Don Cutler, Public Works Lead

**A. CALL TO ORDER & PLEDGE OF ALLEGIANCE**

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

**B. ROLL CALL**

Mayor Marquez noted that Councilors Wildhaber and Hildebrandt were absent. Councilors Frank, Maguire, and Sandoval-Perez were present in person, and Councilor Mackin was present via Zoom.

**C. APPEARANCE OF INTERESTED CITIZENS**

None.

**D. CONSENT AGENDA**

**1. Regular Session Minutes of January 2, 2024.**

**ANNETTE FRANK MOVED TO APPROVE THE CONSENT AGENDA AS AMENDED. SECONDED BY JIM MAGUIRE.**

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

**E. ACTION ITEMS**

**1. Fireworks Committee Update.**

Mike Billings from 1980 Gibbs Court, McMinnville, presented an update on the locations the Fireworks Committee was researching for fireworks show. He informed the Council that the Western Display Fireworks consultant recommended the field behind the Dayton Grade School. Mike informed the council that a 15-minute show will cost approximately \$10,000.00. The Fireworks Committee has approximately \$4,100.00 to date. He asked for feedback from the council on the dates in July for the show.

There was a discussion about the dates for the first fireworks show, and what other permissions are required to use the area recommended. Parking and ADA accommodation were discussed.

Mr. Billings informed the council that there will be a spaghetti dinner and silent auction with bingo fundraiser Saturday February 10, 2024, and other fundraisers the committee will work on.

## **2. Appointment of Dayton Fireworks Committee Members**

The Fireworks Committee is asking to remove Isidro Amaral from the committee as he has not attended any meetings, contacted the committee, or responded to correspondence. The committee requests Wendy Stec as voting member in Mr. Amaral's place.

**ANNETTE FRANK MOVED TO REMOVE ISIDRO AMARAL FROM THE FIREWORKS COMMITTEE AS A VOTING MEMBER DUE TO INACTIVITY AND APPOINTING WENDY STEC AS A VOTING MEMBER WITH A TERM ENDING DECEMBER 31, 2026. SECONDED BY ROSALBA SANDOVAL-PEREZ.** Motion carried with Frank, Mackin, Maguire, Marquez, and Sandoval-Perez voting aye. Hildebrandt and Wildhaber were absent.

## **3. Appointment of Dayton Community Events Committee Members**

City Council approved Resolution 23/24-06 establishing the Dayton Community Events Committee. There were 3 applications turned in: two applicants live in Dayton; one lives in McMinnville but owns/runs a business in Dayton.

Mayor Maquez appointed Kimberly Lattig, Rachel Williams, and Beth Wytoski as 3 of the 5 voting positions for a three-year term ending December 31, 2026.

**ANNETTE FRANK MOVED TO APPROVE APPOINTING RACHEL WILLIAMS, KIMBERLY LATTIG, AND BETH WYTOSKI TO THE DAYTON COMMUNITY EVENTS COMMITTEE AS VOTING MEMBERS WITH TERMS ENDING DECEMBER 31, 2026. SECONDED BY JIM MAGUIRE.** Motion carried with Frank, Mackin, Maguire, Marquez, and Sandoval-Perez voting aye. Hildebrandt and Wildhaber were absent.

## **4. Approval of Resolution 23/24-09 Oregon Parks and Recreation Local Government Grant Application**

A City Council Strategic Goal is to complete a Parks Master Plan. The State of Oregon Parks and Recreation Department offers a Local Government Grant Program (LGGP) planning grant. City staff are required to attach an approved resolution approval to apply for the grant.

**JIM MAGUIRE MOVED TO APPROVE RESOLUTION 23/24-09 A RESOLUTION OF THE DAYTON CITY COUNCIL AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPLY FOR A LOCAL GOVERNMENT GRANT FROM THE OREGON PARKS AND RECREATION DEPARTMENT TO UPDATE THE DAYTON PARKS AND RECREATION MASTER PLAN. SECONDED BY ANNETTE FRANK.** Motion carried with Frank, Mackin, Maguire, Marquez, and Sandoval-Perez voting aye. Hildebrandt and Wildhaber were absent.

#### **5. Second Reading of Ordinance 657 - Chapter 7 Update - Design Overlay in the Business Overlay Zone**

On January 2, 2024, the council was presented with the staff report, held a public hearing, and approved the first reading of Ordinance 657. There were amendments to the Staff Report.

The second reading of Ordinance 657 by title only was completed by Council President Jim Maguire.

**JIM MAGUIRE MOVED TO APPROVE THE SECOND READING OF ORDINANCE 657 AN ORDINANCE OF THE DAYTON CITY COUNCIL AMENDING TITLE 7 (DAYTON LAND USE AND DEVELOPMENT CODE) OF THE DAYTON MUNICIPAL CODE AS AMENDED. SECONDED BY ANNETTE FRANK.** Motion carried with Frank, Mackin, Maguire, Marquez, and Sandoval-Perez voting aye. Hildebrandt and Wildhaber were absent.

**ANNETTE FRANK MOVED TO ADOPT ORDINANCE 657 AN ORDINANCE OF THE DAYTON CITY COUNCIL AMENDING TITLE 7 (DAYTON LAND USE AND DEVELOPMENT CODE) OF THE DAYTON MUNICIPAL CODE AS AMENDED. SECONDED BY ROSALBA SANDOVAL-PEREZ.** Motion carried with Frank, Mackin, Maguire, Marquez, and Sandoval-Perez voting aye. Hildebrandt and Wildhaber were absent.

#### **6. Dayton Village Affordable Housing Project Presentation**

Teresa Smith from Community Home Builders presented the proposal with the outline of the financial terms and conditions of sale of the Dayton Village property for affordable housing. There was a discussion about terms and conditions of the proposal. There was a question about a \$60,000 reduction request being used for HOA Roof Improvements. Neal Andrews explained that

the purpose of making roof improvements to incentivize homeowners already living in Dayton Village to sign a new HOA agreement and get current with dues. Council wanted to clarify that the money was not being used without any accountability from the homeowners that will benefit from the new roof.

No decision was made at this time.

### **7. Notice of Intent to Award Lobbying Services Contract**

City of Dayton advertised Request for Proposals for Lobbying Services on December 15, 2023. CFM Advocates was the only firm to submit a proposal. CFM assisted the City in 2023 with Congressional Direct Spending (CDS) requests to obtain funding for replacing the water main transmission line from the watershed to the Footbridge, North Main Trunk Sewer Replacement, and to develop a 5 year plan for the construction of a new civic center.

**JIM MAGUIRE MOVED TO APPROVE THE ISSUANCE OF AN "INTENT TO AWARD" FOR LOBBYIST SERVICES TO CFM ADVOCATES (CFM) AND AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE CONTRACT. SECONDED BY ANNETTE FRANK.** Motion carried with Frank, Mackin, Maguire, Marquez, and Sandoval-Perez voting aye. Hildebrandt and Wildhaber were absent.

### **8. Courthouse Square Park Event Alcohol Permit Discussion**

Dave Rucklos, Tourism and Economic Development Director (TED) stated that currently the City of Dayton does not allow alcohol use at any of its municipal parks. There is anticipation for commercial growth around Courthouse Square Park and citizen interest for special events that include alcohol served at public spaces. Staff inquired to the City Council about their position on allowing alcohol in public spaces during Community Events.

There was a discussion on what events alcohol could be allowed and what conditions could be required for a permit. The Council reviewed the information provided of other cities that allow special events to have alcohol.

City Manager will return with proposal for code change and ordinance for the City Council to review.

### **9. Council Rules Review/Update Discussion**

Every even year the City Council reviews City Council Rules. The City Attorney reviewed the rules and recommended changes. All changes were reviewed, and council changes were discussed. Councilor Frank requested research on censure language of other cities and council reviewed the information provided.

Staff will bring back a resolution with the proposed rule changes to be adopted.

## **F. EXECUTIVE SESSION**

Mayor Marquez closed the Regular Session at 8:05 pm and stated that *City Council will meet in Executive Session per ORS 192.660(2)(e) to conduct deliberations with designee on real property transaction negotiations.*

Mayor Marquez closed the Executive Session at 8:18 pm and moved back into the Regular Session Meeting.

**JIM MAGUIRE MOVED TO AUTHORIZE THE CITY MANAGER OR DESIGNEE TO ENTER NEGOTIATIONS WITH YAMHILL COMMUNITY DEVELOPMENT CORPORATION DBA COMMUNITY HOME BUILDERS TO SELL THE PROPERTY OF DAYTON VILLAGE OWNED BY THE CITY OF DAYTON. SECONDED BY ANNETTE FRANK.**

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

## **G. COUNCILOR COMMENTS AND CONCERNS**

Councilor Frank inquired if there would be concrete walkways up to the new bathroom at 11th street Park.

No further comment or concerns from council.

## **H. INFORMATION REPORTS**

### **1. Tourism and Economic Development**

Dave Rucklos, Tourism and Economic Development Director (TED) stated that after research on the EV Charging bids Flo was selected to install the charging stations in Dayton. Installation should begin in the next 30-60 days.

Market Research and website development conversations have begun with Scarlett Communications.

TED updated on Dayton sign on HWY18; ODOT is requesting a design proposal to move forward with the consideration of allowing the sign and removing the asphalt pilings on the property.

TED stated that he is researching with contractors on upgrading the bandstand in Courthouse Square Park, as well as upgrading the electrical infrastructure of the park.

There is a \$30,000 budget for Palmer Creek Lodge Community Events Center improvements. The plan is to remove the carpet and replace it with alternate flooring.

**I. CITY MANAGER’S REPORT**

Rochelle Roaden, City Manager gave an update on the footbridge. She stated that the foundation is being tested, and if results come back positive then 50% of the foundation will be complete. Stellar J requested to keep Alderman Park closed.

New splits have been installed at Palmer Creek Lodge Community Events Center in the Auditorium and the anteroom.

The 11<sup>th</sup> Street (Andrew Smith) bathroom is waiting on PGE to connect the electrical vault and inspection from McMinnville.

The City was awarded a Transportation Plan Grant. City Manager, City Engineer, and City Planner are working with ODOT on the plan.

City Manager stated that the City applied for Comprehensive Housing Grant that will help create a housing requirement master plan.

The Annex got a new roof installed.

Sunday May 5<sup>th</sup> will be the Cinco de Mayo Festival from 1pm-7pm.

The next council meeting will be on Tuesday February 20<sup>th</sup>, it will be a work/special/executive session.

City Manager stated that she will be at an LOC Board Meeting in Condon, Oregon February 22-23. She will be going to Washington DC the first week of March.

February 28<sup>th</sup> is the Mid-Willamette Council of Government Awards Dinner, RSVP with Rocio.

February 15<sup>th</sup> is the City County Dinner in Amity.

There will be a Silent Auction, Spaghetti and Bingo Night Fundraiser hosted by the Fireworks Committee at Palmer Creek Lodge.

**J. ADJOURN**

There being no further business to discuss the meeting adjourned at 8:51pm.

Respectfully submitted:

APPROVED BY COUNCIL on FEBRUARY 20, 2024

By:

As Written

As Amended

Rocio Vargas, City Recorder

\_\_\_\_\_

Trini Marquez, Mayor



**To:** Honorable Mayor and City Councilors  
**From:** Rochelle Roaden, City Manager  
**Issue:** Approval of Resolution 2023/24-10 Business Oregon Loan for Highway 221 Lift Station  
**Date:** February 20, 2024

### **Background and Information**

**Strategic Goal A:** Develop and maintain resilient infrastructure to support operations and meet growth **Objective:** Complete HWY 221 Lift Station in 18 months

Business Oregon has requested the Dayton City Council to pass the attached resolution for the financing (\$1,028,000 with a \$75,000 grant) the city has secured for the Hwy 221 Lift Station project.

The City Attorney has reviewed the contract and has no issues or changes.

**City Manager Recommendation:** I recommend approval.

**Potential Motion to Approve:** "I MOVE TO APPROVE RESOLUTION 2023/24-10 A RESOLUTION OF THE DAYTON CITY COUNCIL AUTHORIZING A LOAN FROM THE WATER FUND BY ENTERING INTO A FINANCING CONTRACT WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY."

### **Council Options:**

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

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**RESOLUTION NO. 23/24-10  
CITY OF DAYTON, OREGON**

**A RESOLUTION OF THE DAYTON CITY COUNCIL AUTHORIZING A LOAN FROM THE WATER FUND BY ENTERING INTO A FINANCING CONTRACT WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY.**

**WHEREAS,** the City of Dayton “Recipient” is a “municipality” within the meaning of Oregon Revised Statutes 285B.410(9); and

**WHEREAS,** the Oregon Revised Statutes 285B.560 through 285B.599 (the “Act”) authorize any municipality to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department (“OBDD”) to obtain financial assistance from the Water Fund.; and

**WHEREAS,** the City of Dayton has filed an application with the OBDD to obtain financial assistance for a “water project” within the meaning of the Act.; and

**WHEREAS,** The OBDD has approved the Recipient’s application for financial assistance from the Water Fund pursuant to the Act; and

**WHEREAS,** the City of Dayton is required, as a prerequisite to the receipt of financial assistance from the OBDD, to enter into a Financing Contract with the OBDD, number Y24002, substantially in the form attached hereto as Exhibit 1. The project is described in Exhibit C to that Financing Contract (the “Project”).; and

**WHEREAS,** notice relating to the City of Dayton’s consideration of the adoption of this Resolution was published in full accordance with the Recipient’s charter and laws for public notification.

**NOW, THEREFORE, the City of Dayton resolves as follows:**

- 1) **THAT** the Dayton City Council authorizes the City Manager (the “Authorized Officer”) to execute on behalf of the City of Dayton the Financing Contract and such other documents as may be required to obtain financial assistance (the “Financing Documents”), including a grant from the OBDD in the amount of \$75,000, and a loan from the OBDD, on such terms as may be agreed upon between the Authorized Officer and OBDD, on the condition that the principal amount of the loan from the OBDD to the Recipient is not in excess of \$953,000 and an interest rate of 3.5% per annum. The proceeds of the loan from the OBDD will be applied solely to the “Costs of the Project” as such term is defined in the Financing Contract.

- 2) **THAT** Amounts payable by the City of Dayton are payable from the sources described in section 4 of the Financing Contract and the Oregon Revised Statutes Section 285B.581(2) which include:
  - (a) The revenues of the project, including special assessment revenues;
  - (b) Amounts withheld under ORS 285B.599;
  - (c) The general fund of the Recipient; or
  - (d) Any other source.
  
- 3) **THAT** the Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The Recipient may enter into covenants to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as may be required by the OBDD or its bond counsel to protect the tax-exempt status of such interest.
  
- 4) **THAT** the Recipient may make certain expenditures on the Project prior to the date the Financing Contract is executed with OBDD or the date the State of Oregon issues any bonds to fund the loan. The Recipient hereby declares its intent to seek reimbursement of such expenditures with amounts received from the OBDD pursuant to the Financing Contract, but only as permitted by OBDD policy, the Financing Contract, and federal tax regulations. Additionally, the Recipient understands that the OBDD may fund or reimburse itself for the funding of amounts paid to the Recipient pursuant to the Financing Documents with the proceeds of bonds issued by the State of Oregon pursuant to the Act. This [Ordinance/Resolution/Order] constitutes "official intent" within the meaning of 26 C.F.R. §1.150-2 of the income tax regulations promulgated by the United States Department of the Treasury.
  
- 5) **THAT** this resolution shall be effective following its adoption by the Dayton City Council.

**ADOPTED** this 20<sup>th</sup> day of February 2024.

**In favor:**

**Opposed:**

**Absent:**

**Abstained:**

\_\_\_\_\_  
Trini Marquez, Mayor

\_\_\_\_\_  
Date Signed

ATTEST: \_\_\_\_\_  
Rocio Vargas, City Recorder

\_\_\_\_\_  
Date of Enactment

Attached: Exhibit 1

# EXHIBIT 1

## WATER FUND WATER PROJECT FINANCING CONTRACT

Project Name: Highway 221 Sewer Lift Station Replacement

Project Number: Y24002

This financing contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and the City of Dayton (“Recipient”) for financing of the project referred to above and described in Exhibit C (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Security
Exhibit C	Project Description
Exhibit D	Project Budget

### SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

“Estimated Project Cost” means \$2,050,000.

“Grant Amount” means \$75,000.

“Interest Rate” means 3.5% per annum.

“Loan Amount” means \$953,000.

“Maturity Date” means the 29<sup>th</sup> anniversary of the Repayment Commencement Date.

“Payment Date” means December 1.

“Project Closeout Deadline” means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

“Project Completion Deadline” means 24 months after the date of this Contract.

“Repayment Commencement Date” means the first Payment Date to occur after the Project Closeout Deadline.

### SECTION 2 - FINANCIAL ASSISTANCE

OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project specified below:

- A. A non-revolving loan (the “Loan”) in an aggregate principal amount not to exceed the Loan Amount.
- B. A grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract cannot exceed the Costs of the Project.

### SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Payment to Contractors. OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.
- D. Loan and Grant Allocation. OBDD will allocate any disbursement equally between the Loan and the Grant.

### SECTION 4 - LOAN PAYMENT; PREPAYMENT

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. All unpaid interest accrued to the Repayment Commencement Date is (in addition to the first regular installment payment due) payable on the Repayment Commencement Date. Interest is computed by counting the actual days occurring in a 360-day year.  

The Recipient authorizes OBDD to calculate accrued interest as necessary under this Contract, including for purposes of determining a loan amortization schedule or determining the amount of a loan prepayment or loan payoff. Absent manifest error, such calculations will be conclusive.
- C. Loan Payments. Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.
- D. Loan Prepayments.
  - (1) Mandatory Prepayment. The Recipient shall prepay all or part of the outstanding balance of the Loan as required by this Contract.

- (2) Optional Prepayment. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.
- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.

## SECTION 5 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
  - (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.
  - (3) An opinion of Recipient's Counsel.
  - (4) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Event of Default.
  - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
  - (3) OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Water Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
  - (4) OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
  - (5) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.

- (6) The Recipient has delivered to OBDD (in form and substance satisfactory to OBDD) an estimated schedule of Disbursement Requests, including anticipated number, submission dates and amounts.
- (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

#### **SECTION 6 - USE OF FINANCIAL ASSISTANCE**

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project, whether from OBDD or from another State of Oregon agency or any third party.

#### **SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. The Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
  - (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
  - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
  - (3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
  - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.



- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.
- E. No Events of Default.
- (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
  - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

<b>SECTION 8 - COVENANTS OF RECIPIENT</b>
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The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, that relate to the Project, or that relate to the operation of the System of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
  - (2) State labor standards and wage rates found in ORS chapter 279C.
  - (3) OAR 123-043-0095(3) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. The Recipient shall:

- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
- (2) Provide OBDD with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process, at least ten (10) days before advertising for bids.
- (3) Provide a copy of the bid tabulation, notice of award, and contract to OBDD within ten (10) days after selecting a construction contractor.
- (4) Permit OBDD to conduct inspection of the Project at any time.
- (5) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (6) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
- (7) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.

D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a “qualified management contract” as described in IRS Revenue Procedure 97-13, as amended or supplemented.

E. Operation and Maintenance of the Project. The Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long-term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.

F. Insurance, Damage. The Recipient shall maintain, or cause to be maintained, 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. Nothing in this provision precludes Recipient from asserting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied first, to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), and second, to repay the Grant, unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.

G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit C, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days’ prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient’s obligations under the Financing Documents and payment of OBDD’s costs related to

such assumption, and receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term “Bond Counsel” means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, first, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1), and second, repay the Grant, unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan and repay the Grant immediately upon demand by OBDD.

- H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied first, to prepay the outstanding balance of the Loan in accordance with section 4.D.(1), and second, to repay the Grant.
- I. Financial Records. The Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- J. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- L. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses...” OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at [https://www.oregonlegislature.gov/bills\\_laws/ors/ors200.html](https://www.oregonlegislature.gov/bills_laws/ors/ors200.html). Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for

Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz>.

- N. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. The Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- O. Notice of Event of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- P. Contributory Liability and Contractor Indemnification.
- (1) 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 a party (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either 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. The foregoing provisions are conditions precedent for either party’s liability to the other in regard to the Third Party Claim.
- If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties 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 in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties 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. Each party’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.
- (2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) 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 Recipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.
- Q. Further Assurances. The Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying,

granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.

R. Exclusion of Interest from Federal Gross Income and Compliance with Code.

- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
- (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be “disproportionate related business use” or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.
- (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.
- (4) The Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD’s request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines

is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.

- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Loan and the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Loan and Grant.

## SECTION 9 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. The Recipient fails to make any Loan payment when due.
- B. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- D.
  - (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
  - (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
  - (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
  - (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
  - (5) The Recipient takes any action for the purpose of effecting any of the above.
- E. The Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may

agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

## SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating OBDD's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
  - (2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
  - (3) Barring Recipient from applying for future awards.
  - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.599.
  - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
  - (6) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, to repay any Grant proceeds owed; then, to pay interest due on the Loan; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

## SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.

- (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
- (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
- (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
- (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:

- (1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) The liability of the OBDD under this Contract is contingent upon the availability of moneys in the Water Fund for use in the project, and in no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

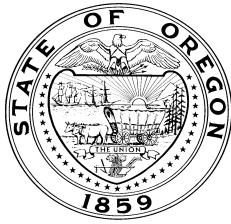
If to OBDD: Deputy Director  
Oregon Business Development Department  
775 Summer Street NE Suite 200  
Salem, OR 97301-1280



If to Recipient:                   City Manager  
  City of Dayton  
  416 Ferry Street  
  Dayton, OR 97114

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys. The Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.  
  
Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). 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.  
  
Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON**  
acting by and through its  
Oregon Business Development Department



**CITY OF DAYTON**

By: \_\_\_\_\_  
Chris Cummings, Deputy Director

By: \_\_\_\_\_  
The Honorable Trini Marquez, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

\_\_\_\_\_  
/s/ David Berryman via email dated 19 December 2023  
David Berryman, Assistant Attorney General

## EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.560 through 285B.599, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 28 November 2023.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD’s financing of the Project.

“Financing Proceeds” means the proceeds of the Loan and Grant collectively or Loan or Grant individually without distinction.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan or Grant.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Permitted Liens” means the permitted liens listed in Exhibit B.

“Project Completion Date” means the date on which Recipient actually completes the Project.

“System” means Recipient’s wastewater system, which includes the Project or components of the Project, as it may be modified or expanded from time to time.

## EXHIBIT B - SECURITY

- A. Full Faith and Credit Pledge. The Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. All amounts due under this Contract are payable from and secured by all lawfully available funds of Recipient.
- B. Pledge of Net Revenues of the System.
1. All payment obligations under this Contract and the other Financing Documents are payable from the revenues of Recipient's System after payment of operation and maintenance costs of the System ("Net Revenues"), held in Recipient's Sewer Utility Fund. The Recipient irrevocably pledges and grants to OBDD a security interest in the Net Revenues to pay all of its obligations under this Contract and the other Financing Documents. The Net Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery, filing or any other act, and the lien of this pledge is superior to and has priority over all other claims and liens, except as provided in subsections 2 and 3 of this section B, to the fullest extent permitted by ORS 287A.310. The Recipient represents and warrants that this pledge of Net Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310. The lien of the pledge made under this subsection 1 is hereinafter referred to as the "OBDD Lien".
  2. OBDD acknowledges pre-existing debt with a senior lien position. Except for such debt, the Recipient shall not incur, without the prior written consent of OBDD, any obligation payable from or secured by a lien on and pledge of the Net Revenues that is on parity or superior to the OBDD Lien.
  3. Notwithstanding the requirements of subsection 2 of this section B, loans previously made and loans made in the future by OBDD to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with the OBDD Lien; provided that nothing in this paragraph will adversely affect the priority of any of OBDD's liens on such Net Revenues in relation to the lien(s) of any third party(ies).
  4. The Recipient shall charge rates and fees in connection with the operation of the System which, when combined with other gross revenues, are adequate to generate Net Revenues each fiscal year at least equal to one hundred twenty percent (120%) of the annual debt service due in the fiscal year on the Loan and any outstanding obligations payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien.
  5. The Recipient may establish a debt service reserve fund to secure repayment of obligations that are payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien, provided that no deposit of the Net Revenues of the System into the debt service reserve fund is permitted until provision is made for the payment of all debt service on the Loan and any other obligations payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien (including any obligations described in subsection 3 above) for the 12-month period after such deposit.

**EXHIBIT C - PROJECT DESCRIPTION**

The Recipient shall, with assistance of an engineer licensed in Oregon, complete the following activities as contained in “City of Dayton Project Manual for Hwy 221 Sewer System Improvements” dated June 2023:

- Construction of a new submersible sewage pump station, including wetwell, valve vault, site influent piping, discharge piping and connection to existing force main, flow meter & control systems, auxiliary power generator and site improvements;
- Decommissioning and demolition of existing sewer pump station; and
- Replacement & upsizing of existing gravity sewers upstream of the new pump station.

**EXHIBIT D - PROJECT BUDGET**

Line Item Activity	OBDD Funds	Other / Matching Funds
Construction	\$678,000	\$1,022,000
Construction Contingency	\$100,000	\$0
Construction management (Engineer Oversight)	\$250,000	\$0
<b>Total</b>	<b>\$1,028,000</b>	<b>\$1,022,000</b>

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**To:** Honorable Mayor and City Councilors  
**From:** Rochelle Roaden, City Manager  
**Issue:** Appointment of Dayton Community Events Committee Members  
**Date:** February 20, 2024

### **History/Background**

At the November 1, 2023, City Council meeting, the council approved Resolution 23/24-06 establishing the Dayton Community Events Committee.

Per resolution, this committee will have 5 voting members (Chair, Co-Chair, Secretary, and two other voting members). In addition, two alternates. These voting members are to be appointed by the mayor with council approval and serve 3-year terms. Two of the 7 voting members can live outside of Dayton city limits.

On February 5, 2024, the City Council appointed three members to the committee for a three-year terms ending December 31, 2026:

1. Kimberly Lattig (outside of city limits)
2. Rachel Williams
3. Beth Wytoski

Two more applications have been received from Dayton residents (attached for your review).

- Gary "Woody" Woods
- Joseph Rodgers

**City Manager Recommendation:** n/a

### **Potential Motions to Approve:**

"I move to approve appointing Gary "Woody" Woods and Joseph Rodgers to the Dayton Community Events Committee as voting members with terms ending December 31, 2026."

### **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.

**From:** [cityofdayton@daytonoregon.gov](mailto:cityofdayton@daytonoregon.gov)  
**To:** [Rochelle Roaden](#); [Rocio Vargas](#)  
**Subject:** Community Events Committee Application  
**Date:** Thursday, February 8, 2024 8:10:28 AM

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Applicant Name / Nombre del solicitante  
Gary "Woody" Woods

Mailing Address - If different from Physical Address / Dirección postal: si es diferente de la dirección física  
Same

Email / Correo electrónico:  
gwoods@lilbyte.com

Experience / Experiencia  
I am the former Entertainment Director for the Great Falls Balloon Festival in Lewiston, Maine. The event drew 100,000 visitors over the weekend and featured the best of local and national music acts.

Physical Address / Dirección física  
206 Oak Street, Dayton OR

Do you live inside of Dayton city limits? / ¿Vive dentro de los límites de la ciudad de Dayton?  
Yes/Sí

Phone Number / Número de teléfono:  
503 853-2106

Current Occupation / Ocupación actual:  
Retired IT Mgr/current Professional Musician

Serving on the Committee / Sirviendo en el Comité  
I enjoyed the work I did with the Balloon Festival and now that I am retired, I have the time to do something in my own community.

\*\*\*\*\* Email Details \*\*\*\*\*

From IP address: [REDACTED]  
Submitted date: 2/8/2024 10:10:23 AM ID: 1893

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.



**From:** [cityofdayton@daytonoregon.gov](mailto:cityofdayton@daytonoregon.gov)  
**To:** [Rochelle Roaden](#); [Rocio Vargas](#)  
**Subject:** Community Events Committee Application  
**Date:** Tuesday, February 13, 2024 2:43:57 PM

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Applicant Name / Nombre del solicitante  
Joseph Rodgers

Mailing Address - If different from Physical Address / Dirección postal: si es diferente de la dirección física  
308 mill st dayton oregon 97114

Email / Correo electrónico:  
joseph.rodgers085@gmail.com

Experience / Experiencia  
I am currently a crane Operator with 18 years of CDL experience. I feel that starting a shuttle business would provide a safe way to travel with friends to and from events.

Physical Address / Dirección física  
308 mill st dayton oregon 97114

Do you live inside of Dayton city limits? / ¿Vive dentro de los límites de la ciudad de Dayton?  
Yes/Sí

Phone Number / Número de teléfono:  
5415390578

Current Occupation / Ocupación actual:  
Crane Operator

Serving on the Committee / Sirviendo en el Comité  
I feel that listening in at any community meeting can help with insight and ideas to better our city and people together.

\*\*\*\*\* Email Details \*\*\*\*\*

From IP [REDACTED]  
Submitted date: 2/13/2024 4:43:48 PM ID: 1906

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**To:** Honorable Mayor and City Councilors

**From:** Dave Rucklos – TED Director  
Rochelle Roaden – City Manager

**Issue:** Courthouse Square Event Alcohol Permit Discussion

**Date:** February 5, 2024

### **Background and Information**

**Objective:** To provide staff direction regarding the allowance of alcohol in Courthouse Square Park during Community Events.

#### **Explanation:**

The City of Dayton currently does not allow alcohol use at any of its municipal parks. In anticipation of commercial growth around Courthouse Square Park, and its central use for community and special events, use of alcohol by permit policies has been researched. An analysis of comparative municipal alcohol use policies at public parks and facilities is attached.

A sampling of thirteen Oregon communities found all of them allow for alcohol use at their city parks. (See attached) Rules and regulations differ from one community to another, with all requiring OLCC and city permits. A fee is associated with each permit where applicable.

Usage regulations defined in comparison cities require applicants to demonstrate a control mechanism for alcohol distribution to participants. Designating a specific area within a park for alcohol use and/or implementing wristbands to verify participants' date of birth are several ways cities monitor distribution. Additionally, cities require applicants to establish a security monitoring system to prevent any violations of OLCC policies. Mandatory food service is often a requirement, and events expecting attendance by minors that may exceed fifty percent are disqualified from consideration.

The Dayton Economic Redevelopment Questionnaire asked residents about their desire for “beer and wine festivals” downtown. A majority of citizens responded favorably (see attached response data.) Cinco de Mayo is our next community event which could be impacted.

Some questions to consider:

- 1) Should alcohol be allowed during community events in Courthouse Square Park?
- 2) If yes, what type of alcohol? Beer, wine, both?
- 3) If yes, what does the approval process look like? Can the City Manager grant approval? Or does it require City Council approval?
- 4) Security Concerns which can be mitigated through the permit’s conditions of approval.

If the Council is in support of allowing alcohol in Courthouse Square Park during community events, this will require a code amendment to the Dayton Municipal Code. Staff would bring back an Ordinance to the City Council at a later date.



## **Alcohol Permit Rules**

### **Dayton Courthouse Square Park**

Event applications seeking an alcohol permit must demonstrate a commitment to being community-oriented and accessible to the public. To consume alcohol in Courthouse Square Park, you must obtain special approval from the City of Dayton and pay a \$100.00 additional fee. Application must be submitted to the city no less than 45 days prior to the event.

The city requires you to obtain additional insurance for alcohol use or purchase. Prior to the event and at applicant's cost, applicant must provide proof of \$1 million general liability insurance coverage per occurrence naming the City of Dayton as additional insured.

If alcohol is provided, but not sold (in cases where alcohol is being provided by the event at no charge to consumers), the city will require that one person with an OLCC Servers Permit oversee distributing the alcohol and follow all OLCC guidelines.

If alcoholic beverages will be available for purchase at your event, you are required to obtain the necessary licenses and permits:

- A license must be obtained from the Oregon Liquor Control Commission (OLCC).
- For special events you may be required to obtain a Temporary Sales License (TSL).

Contact the OLCC for more information.

Any required licenses must be secured and submitted in conjunction with the City of Dayton application.

#### **The following are conditions applicant agrees to if granted Alcohol Use Permit:**

1. The City Council must approve the use or sale of any alcohol in conjunction with a Dayton Courthouse Square Park event.
2. The City reserves the right to place restrictions on the use of alcoholic beverages.
3. Applicants for an Alcohol Use Permit must be at least 21 years of age.
4. No person under the age of 21 may consume alcoholic beverages in Courthouse Square Park.
5. Applicant must identify the proposed alcohol serving and consumption area and method of boundary control.
6. The applicant is encouraged to use some type of wristband or other method for distinguishing that persons are of legal drinking age.
7. Alcohol may not be served if more than half of attendees are minors.
8. Food must be served in conjunction with alcohol.
9. Discontinue all alcohol service no later than 10:00 pm.



**Courthouse Square Park  
Alcohol Permit Application  
City of Dayton**

To apply for an alcohol permit, you must meet 1 of 2 requirements:

1. OLCC Temporary Sales License (TSL) when alcohol sold, or.
2. A person with an OLCC Servers Permit in charge of distributing alcohol when alcohol will be offered by the event (provided, but not for sale).

If you have any questions, please contact the City of Dayton at 503-864-2221

Applicant Information

Name of Applicant \_\_\_\_\_ Organization \_\_\_\_\_

Address \_\_\_\_\_

DOB: \_\_\_\_\_ (Copy of government issued ID required)

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Please list the dates and times that alcohol will be served.

Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_

Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_

Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_

Describe the event to be held for which you would like to provide alcohol.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Identify the proposed confined alcohol serving and consumption area and methods of boundary control.

\_\_\_\_\_  
\_\_\_\_\_

Will you be using wristbands to identify those ages 21 and over? Yes \_\_\_ No \_\_\_

Number of people anticipated to attend. \_\_\_\_\_ Number of Minors anticipated: \_\_\_\_\_

Print Name: \_\_\_\_\_ Community Event Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

---

**Alcohol Permit: For Office Use Only**

Additional Conditions of Approval: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Approved \_\_\_ Denied \_\_\_ Date: \_\_\_\_\_ Proof of insurance \_\_\_ Fees Paid \_\_\_\_\_

OLCC Permit(s) (Applicants Responsibility) \_\_\_\_\_

**Public Alcohol Rules for Cities in Oregon**

City/County/District	Public Location	Policy	Approval Process	Fee
Albany	City parks or facilities	OLCC and city permit required	Police Dept./Parks Dept.	25.00
Carlton	City parks	OLCC and city permit required	Impacted city staff approval	35.00
Corvallis	City parks or facilities	OLCC and city permit required	Staff execution	12.00
Dallas	Specific park locations (Gazebo, Shelters) Reservations required	OLCC and city permit required	City Council/City Manager along with city staff review and approval.	125.00
Forest Grove	City parks or facilities	OLCC and city permit required	City Recorder. Five days application processing. Two to four weeks submission prior to event.	20.00
Grants Pass	City parks	OLCC and city permit required	City Manager	125.00
Hood River	All public property	No permit required. Can not purchase open container and take outside of a facility where purchased	N/A	N/A
McMinnville	City streets, parks or facilities	OLCC and city permit required	Impacted city staff approval	125.00
Millersburg	City parks	OLCC and city permit required. Food must be served with any alcohol consumption.	City Manager/Parks Dept.	15.00
Sheridan	City parks or facilities	OLCC and city permit required	City Council/City Manager along with city staff review and approval.	
Sherwood	City parks or facilities	OLCC and city permit required	Submission 45 days prior to event. Impacted city staff approval.	75.00
Talent	City parks	OLCC and city permit required	City Council. Thirty days prior to event. Impacted city staff approval	N/A
Yamhill County	Most county parks	Facilty use permit. Personal use not prohibited. Sale and service not allowed	Parks department	50.00

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**To:** Honorable Mayor and City Councilors  
**From:** Rochelle Roaden, City Manager  
**Issue:** FY23-24 Strategic Goals Review/Update  
**Date:** February 20, 2024

### **Background**

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

### **PRIORITY 1's to accomplish in FY23-24**

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

- *Evaluate Funding Models for Establishing Pavement Management Program*
  - Status: Research Phase. Budgeting for an update to the Pavement Management Program Assessment in FY24-25
- *Complete HWY 221 Lift Station in 18 Months*
  - Status: Project started.
- *Add Aeration to Sewer Ponds 1 and 3*
  - Status: Aerators have been procured. Working with DEQ on the installation plans and permits.
- *Update Wastewater Master Plan*
  - Status: Started but due to activity with Bridge and Hwy 221 project, work has been pushed out to FY24.
- *Complete Inflow and Infiltration Report for DEQ*
  - Status: Completed
- *Supervisory Control and Data Acquisition (SCADA) Upgrade at Water Treatment Plant*
  - Status: Upgrade is scheduled for February 26, 2024
- *Complete Overlay of 7th and 9th Street (Between Ferry and Ash)*
  - Status: Completed.
- *Pedestrian Ramp Patching at Andrew Smith Park*

- Status: Completed.

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

- *Develop Request for Proposals (RFP) for Dayton Village Property as Affordable Housing*
  - *Status: Completed. Currently negotiating a contract with Community Home Builders to develop property.*
- *Strategic Planning for Future Tourism*
  - *Branding*
    - *Status: In Process – Negotiating professional services agreement with company to do web development, branding, etc.*
  - *Development of Dayton Tourism Website*
    - *Status: In Process – Negotiating professional services agreement with company to do www.discoverdayton.com*
- *Create and Administer Community Survey to Gauge Citizen Opinion on Future Development and Tourism*
  - *Status: Completed*
- *Explore Special Event Permit for Private Property*
  - *Status: Researching.*
- *Update the Dayton Municipal Code*
  - *Update Sign Code to Include Temporary Signs*
    - *Status: Researching*
  - *Update Clear Vision Code*
    - *Status: Completed*
  - *Update Design Code in the Central Business Overlay Zone*
    - *Status: Completed*
  - *Update Sunset Clause in Land Use Planning Chapter 7*
    - *Status: Completed*

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

- *Complete Parks Master Plan*
  - *Status: In Process Goal should be changed to “Acquire Funding to complete a Parks Master Plan”*
- *Install Bathroom at Andrew Smith Park*
  - *Status: Substantially Complete We have experienced delays due to PGE installing new power and getting final inspection. Hoping facility is up and running by March 1, 2024.*

- *Complete Property Line Adjustments for Legion Field and City Hall Properties*
  - *Status: In process*
- *Community Center Rental Analysis*
  - *Status: Completed*

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

- *GIS Historical Story Map for Dayton and Brookside Cemetery – “Tales of Dayton’s Pioneers” Through Certified Local Government Grant*
  - *Status: In Process – will be completed over next 12-16 months.*
- *Bring Back Cinco de Mayo Annual Event with Parade*
  - *Status: In process*

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

- *Establish an Emergency Operations Response Team Partnering with the Dayton School District*
  - *Status: Researching/In Process*

**Goal F – Enhance communications to actively engage the community.**

- *Research Offering Bilingual Classes at Community Center*
  - *Status: Researching*
- *E-Permitting Software Installation with Online Payment Option*
  - *Status: In Process*
- *Host Town Hall for Spanish Speaking Community Regarding City Services & Community Partners*
  - *Status: In Process to be held in the Fall of 2024 in conjunction with School District to hopefully garner additional involvement with Spanish-speaking Community members*

## Strategic Plan Goals 2023-2024

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

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

OBJECTIVE	PRIORITY
Evaluate Funding Models for Establishing Pavement Management Program	1
Complete HWY 221 Lift Station in 18 Months	1
Add Aeration to Sewer Ponds 1 and 3	1
Update Wastewater Master Plan	1
Complete Inflow and Infiltration Report for DEQ	1
Supervisory Control and Data Acquisition (SCADA) Upgrade at Water Treatment Plant	1
Complete Overlay of 7 <sup>th</sup> and 9 <sup>th</sup> Street (Between Ferry and Ash)	1
Pedestrian Ramp Patching at Andrew Smith Park	1
Complete Construction of a Steel Truss Bridge Main Span Replacement with Infrastructure Upgrades	2
Adopt Prioritized List of Sewer Line Replacements to be Completed on an Annual Basis ( <i>3-4 Blocks at a Time</i> )	2
Create Framework for Resiliency Plan	2
Obtain Funding for Replacing the Water System Main Transmission Line from Watershed to the Footbridge	2
Acquire Funding for Fisher Farms Well Tie-In	2
North Main Trunk Sewer Replacement to Address Inflow and Infiltration	2
Complete 8 <sup>th</sup> Street Rebuild and Overlay (Funding Through Small City Allotment Grant)	2
Palmer Creek Waterline Replacement	3
Develop Five-Year Plan Consisting of Finance Strategy, Design, and Construction for the Building of New City Hall and Library	3
Update Water Master Plan	3

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

OBJECTIVE	PRIORITY
Develop Request for Proposals (RFP) for Dayton Village Property as Affordable Housing	1
<u>Strategic Planning for Future Tourism</u>	
1. Branding	1
2. Development of Dayton Tourism Website	1
Create and Administer Community Survey to Gauge Citizen Opinion on Future Development and Tourism	1
Explore Special Event Permit for Private Property	1
<u>Update the Dayton Municipal Code</u>	
1. Update Sign Code to Include Temporary Signs	1
2. Update Clear Vision Code	1
3. Update Design Code in the Central Business Overlay Zone	1
4. Update Sunset Clause in Land Use Planning Chapter 7	1
Establish a 50/50 Sidewalk Program for Dayton Residents	2
Research Brownfield's Integrated Planning Grant for Economic Development	2
Establish a Mural Policy to Acquire Murals as Public Art ( <i>Similar to the City of Salem's Program</i> )	2
Establish a Transient Lodging Tax Revenue Plan	3

Coordinate Wayfinding/Tourism Signage	3
Continue Yard of the Month/Mayor's Beautification Program	4
Continue Holiday Lights Competition	4

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

OBJECTIVE	PRIORITY
Complete Parks Master Plan	1
Install Bathroom at Andrew Smith Park	1
Complete Property Line Adjustments for Legion Field and City Hall Properties	1
Community Center Rental Analysis	1
Install Lighting Near Court Areas in City Parks	2
Develop Strategy for Ownership of the County’s Dayton Landing Park and Boat Ramp	2
Explore Accessible Playground Equipment	2

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

OBJECTIVE	PRIORITY
GIS Historical Story Map for Dayton and Brookside Cemetery – “Tales of Dayton’s Pioneers” Through Certified Local Government Grant	1
Bring Back Cinco de Mayo Annual Event with Parade	1
Promote Friday Nights and Old Timers Weekend	4

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

OBJECTIVE	PRIORITY
Establish an Emergency Operations Response Team Partnering with the Dayton School District	1
Educate the Dayton Community Regarding the Public Safety Levy	2
Ongoing Diversity, Equity, and Inclusion Training for Management Level Staff	4

**Goal F – Enhance communications to actively engage the community.**

OBJECTIVE	PRIORITY
Research Offering Bilingual Classes at Community Center	1
E-Permitting Software Installation with Online Payment Option	1
Host Town Hall for Spanish Speaking Community Regarding City Services & Community Partners	1
Form Youth Advisory Council Pilot Program	2
Complete Annual City Survey	4
Coordinate Communication with Community Groups	4
Ferry Street News Quarterly Newsletter	4
Youth Activities at the Community Center with MECHA	4

## Strategic Plan Goals

~~2023-2024~~

2024-2025

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

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

OBJECTIVE	PRIORITY
Evaluate Funding Models for Establishing Pavement Management Program	<del>4</del> <u>2</u>
Complete HWY 221 Lift Station <del>in 18 Months</del>	<u>1</u>
<u>Research Transfer of Ownership of Ferry from ODOT to the City</u>	<u>1</u>
Add Aeration to Sewer Ponds 1 and 3	<u>1</u>
<u>Ponds 2 and 3 Transfer Pipe Repair/Replacement</u>	<u>1</u>
Update Wastewater Master Plan	<u>1</u>
<u>Complete Road Overlays East of 3<sup>rd</sup> Street through Small City Allotment Grant</u>	<u>1</u>
<u>Complete System Development Charge (SDC) Review</u>	<u>1</u>
<u>Complete Building and Permitting Fee Review</u>	<u>1</u>
<u>Complete Inflow and Infiltration Report for DEQ</u>	<u>+</u>
<u>Supervisory Control and Data Acquisition (SCADA) Upgrade at Water Treatment Plant</u>	<u>+</u>
<u>Complete Overlay of 7<sup>th</sup> and 9<sup>th</sup> Street (Between Ferry and Ash)</u>	<u>+</u>
<u>Pedestrian Ramp Patching at Andrew Smith Park</u>	<u>+</u>
Complete Construction of a Steel Truss Bridge Main Span Replacement with Infrastructure Upgrades	<del>2</del> <u>1</u>
Adopt Prioritized List of Sewer Line Replacements to be Completed on an Annual Basis (3-4 Blocks at a Time)	<u>2</u>
Create Framework for Resiliency Plan	<u>2</u>
Obtain Funding for Replacing the Water System Main Transmission Line from Watershed to the Footbridge	<u>2</u>
Acquire Funding for Fisher Farms Well Tie-In	<u>2</u>
<u>Acquire Funding for the North Main Trunk Sewer Replacement to Address Inflow and Infiltration</u>	<u>2</u>
<u>Dayton Civic Center (City Hall and Library) Design</u>	<u>2</u>
Complete 8 <sup>th</sup> Street Rebuild and Overlay ( <del>Funding Through Small City Allotment Grant</del> )	<del>2</del> <u>3</u>
Palmer Creek Waterline Replacement	<u>3</u>
<u>Develop Five Year Plan Consisting of Finance Strategy, Design, and Construction for the Building of New City Hall and Library (changed to Dayton Civic Center)</u>	<u>3</u>
Update Water Master Plan	<del>3</del> <u>2</u>

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

OBJECTIVE	PRIORITY
<del>Develop Request for Proposals (RFP) for Dayton Village Property as Affordable Housing</del>	<u>1</u>
<del>Complete the Sale of Dayton Village Property for Affordable Housing Development</del>	<u>1</u>
<del>Complete Urban Renewal District</del>	<u>1</u>
<del>Work with ODOT to Install a Hwy 18 Welcome Sign</del>	<u>1</u>
Strategic Planning for Future Tourism	
1. <del>Branding Management</del>	<del>4</del> <u>1</u>
2. <del>Development of Dayton Tourism Website Management</del>	<del>4</del> <u>1</u>
<del>Create and Administer Community Survey to Gauge Citizen Opinion on Future Development and Tourism</del>	<u>1</u>

Explore Special Event Permit for Private Property	1
Update the Dayton Municipal Code	
1. <del>Update Sign Code to Include Temporary Signs</del>	<del>1</del>
2. <del>1. Update Clear Vision Code</del>	<del>1</del>
3. <del>Update Design Code in the Central Business Overlay Zone</del>	<del>1</del>
4. <del>2. Update Sunset Clause in Land Use Planning Chapter 7</del>	<del>1</del>
Establish a 50/50 Sidewalk Program for Dayton Residents	2
Research Brownfield's Integrated Planning Grant for Economic Development	2
Establish a Mural Policy to Acquire Murals as Public Art ( <i>Similar to the City of Salem's Program</i> )	2
<del>Establish a Transient Lodging Tax Revenue Plan</del>	<del>3</del>
Coordinate Wayfinding/Tourism Signage	<del>3</del> <u>2</u>
Continue Yard of the Month/Mayor's Beautification Program	4
Continue Holiday Lights Competition	4

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

OBJECTIVE	PRIORITY
<del>Research Shading Options of Playground Equipment at Courthouse Square Park</del>	<del>1</del>
<del>Purchase and Installation of Post Clock in Courthouse Square Park</del>	<del>1</del>
<del>Acquire Funding to Complete a Parks and Recreation Master Plan</del>	1
<del>Remodel Historic Bandstand and Upgrade Utilities</del>	<del>1</del>
<del>Install Bathroom at Andrew Smith Park</del>	1
<del>Complete Property Line Adjustments for Legion Field and City Hall Properties</del>	1
<del>Community Center Rental Analysis</del>	1
Install Lighting Near Court Areas in City Parks	2
Develop Strategy for Ownership of the County’s Dayton Landing Park and Boat Ramp	<del>2</del> <u>1</u>
Explore Accessible Playground Equipment	2

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

OBJECTIVE	PRIORITY
GIS Historical Story Map for Dayton and Brookside Cemetery – “Tales of Dayton’s Pioneers” Through Certified Local Government Grant	1
<del>Bring Back</del> Cinco de Mayo Annual Event with Parade	<del>1</del> <u>4</u>
Promote Friday Nights and Old Timers Weekend	4

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

OBJECTIVE	PRIORITY
Establish an Emergency Operations Response Team Partnering with the Dayton School District	<del>1</del> <u>2</u>
Educate the Dayton Community Regarding the Public Safety Levy	2
Ongoing Diversity, Equity, and Inclusion Training for Management Level Staff	4

**Goal F – Enhance communications to actively engage the community.**

OBJECTIVE	PRIORITY

Research Offering Bilingual Classes at Community Center <u>(Will be completed by June 30, 2024)</u>	1
E-Permitting Software Installation with Online Payment Option <u>(will be completed by June 30, 2024)</u>	1
<u>Update Online Bilingual Communications to Include Audio</u>	<u>1</u>
Host Town Hall for Spanish Speaking Community Regarding City Services & Community Partners	1
Form Youth Advisory Council Pilot Program	2
Complete Annual City Survey	4
Coordinate Communication with Community Groups	4
Ferry Street News Quarterly Newsletter	4
Youth Activities at the Community Center with MECHA	4