

AGENDA
CITY OF DAYTON
REGULAR SESSION

DATE: MONDAY, JUNE 3, 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: <https://us06web.zoom.us/j/83337218742>

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	
D.	CONSENT AGENDA	
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	2. May 6, 2024, Regular Session Minutes	11-13
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E.	PUBLIC HEARINGS	
	<i>The City Council will hold a public hearing to obtain citizen input on the budget for the Fiscal Year (FY) beginning July 1, 2024, as approved by the City of Dayton Budget Committee.</i>	
	<i>The City Council will hold a public hearing to obtain citizen input on the proposed uses of State Revenue Sharing Funds in the City of Dayton FY 2024/2025 Budget.</i>	
F.	ACTION ITEMS	
	1. Donation Request - Homeward Bound Pets Humane Society Spay/Neuter Clinic, Jennifer Choate DVM, Clinic Manager	19-21
	2. Recology Western Oregon Proposed Rate Increase, Dan Blue, Recology	23-47
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	4. Approval of Resolution 23/24-14 Interim City Manager Contract	123-131

5. Approval of Resolution 23/24-15 City Manager Recruitment Services Contract	133-154
6. Approval of Resolution 23/24-16 Public Works Design Standards Update No. 15	155-197
7. Approval of Resolution 23/24-17 Chemeketa Cooperative Regional Library Services (CCRLS) IGA Amendment #1	199-216
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G. CITY COUNCIL COMMENTS/ CONCERNS

H. INFORMATION REPORTS

1. Tourism and Economic Development Report

I. CITY MANAGER'S REPORT 218-234

J. ADJOURN

Posted: May 31, 2024

By: Rocio Vargas, City Recorder

NEXT MEETINGS

Monday, June 17, 2024, Work/Special Session
Monday, July 15, 2024, Work/Special Session, URA

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

The public is encouraged to relay concerns and/or comments to the City Council in one of the following methods:

- **Email - any time up to 5:00 p.m.** the day of the meeting to rvargas@daytonoregon.gov. The Mayor will read the comments emailed to the City Recorder.
- **Appear in person** - if you would like to speak during public comment, please sign up on the sign-in sheet located on the table when you enter the Council Chambers.
- **Appear by Telephone only** - please sign up prior to the meeting by emailing the City Recorder at rvargas@daytonoregon.gov. (The chat function is not available when calling by phone into Zoom.)
- **Appear virtually via Zoom** - send an email directly to the City Recorder, Rocio Vargas, prior to the meeting to request to speak during public comment. **The City Recorder will need your first and last name, address, and contact information** (email, phone number), **and topic name** you will receive the Zoom Meeting link or information. When it is your turn, the Mayor will announce your name and your microphone will be unmuted.

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.

**MINUTES
DAYTON CITY COUNCIL
REGULAR SESSION
APRIL 1, 2024**

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

ABSENT: Councilor Luke Wildhaber

STAFF: Rochelle Roaden, City Manager
Rocio Vargas, City Recorder
Dave Rucklos, Tourism & Economic Development Director
Don Cutler, Public Works Supervisor
Curt Fisher, City Planner

A. CALL TO ORDER & PLEDGE OF ALLEGIANCE

Mayor Marquez called the meeting to order at 6:31pm. All those present gave the Pledge of Allegiance.

B. ROLL CALL

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

C. APPEARANCE OF INTERESTED CITIZENS

None.

D. CONSENT AGENDA

1. March 4, 2024, Regular Session Minutes.

**KITTY MACKIN MOVED TO APPROVE THE CONSENT
AGENDA OF MARCH 4, 2024, MINUTES. SECONDED BY
DREW HILDEBRANDT.** Motion carried with Frank,
Hildebrandt, Mackin, Maguire, Marquez and Sandoval-Perez
voting aye. Councilor Wildhaber was absent.

E. ACTION ITEMS

1. Approval of Temporary A-Board Sign for LOAM, Kim Lattig

Kim Lattig, 1015 SW Mettle, McMinnville, local business 309 Ferry St, stated that the construction next to her business has hindered her business. She stated that she requests permission to put her A-Board sign on 3rd and Ferry on the Courthouse Square Park side.

DREW HILDEBRANDT MOVED TO APPROVE THE TEMPORARY A-BOARD SCHEDULE TO BE PLACED ON 3RD AND FERRY ON THE CORNER OF COURTHOUSE SQUARE PARK. SECONDED BY JIM MAGUIRE. Motion carried with Frank, Hildebrandt, Mackin, Maguire, Marquez and Sandoval-Perez voting aye. Councilor Wildhaber was absent.

2. Donation Request - Dayton FFA Easter Egg Hunt

Kyra Navari, 627 ½ Church St, Vice-President of Dayton FFA stated that she is requesting a donation for the annual Ester Egg Hunt at Courthouse Square Park. She stated that this event is a way to give back to the community, especially for low-income residents and their kids to have a big easter event.

Mitch Coleman, 529 Ash St, Dayton FFA Advisor stated that this is a favorite yearly event that involves all the community. He stated that the easter egg hunt is a wonderful opportunity for the kids in FFA to demonstrate leadership, teamwork, and planning skills.

JIM MAGUIRE MOVED TO APPROVE THE DONATION REQUEST OF \$800 TO THE DAYTON FFA EASTER EGG HUNT. SECONDED BY DREW HILDEBRANDT. Motion carried with Frank, Hildebrandt, Mackin, Maguire, Marquez and Sandoval-Perez voting aye. Councilor Wildhaber was absent.

3. Donation Request - Dayton Volunteer Firefighters Chicken BBQ

Rochelle Roaden, City Manager, stated Steve Hopper could not attend the meeting for his donation request of \$2,000 for the Dayton Fire Volunteer Chicken BBQ.

KITTY MACKIN MOVED TO APPROVE DONATION REQUEST FOR DAYTON FIRE VOLUNTEER CHICKEN BBQ AND INCREASE IT TO \$2,500. SECONDED BY DREW HILDEBRANDT. Motion carried with Frank, Hildebrandt, Mackin, Maguire, Marquez and Sandoval-Perez voting aye. Councilor Wildhaber was absent.

4. Approval of Resolution 2023/24-12 Declaring April 30th Vietnamese National Remembrance Day

Thao Tu, President of the Vietnamese Community of Oregon, stated that they observe April 30th as Vietnamese National Remembrance Day in honor of US Soldiers that rescued Vietnam in the name of democracy.

JIM MAGUIRE MOVED TO APPROVE RESOLUTION 2023/24-12 A RESOLUTION OF THE DAYTON CITY COUNCIL PROCLAIMING THE RECOGNITION OF APRIL 30TH AS VIETNAMESE AMERICAN REMEMBRANCE DAY. SECONDED BY ANNETTE FRANK. Motion carried with Frank, Hildebrandt, Mackin, Maguire, Marquez and Sandoval-Perez voting aye. Councilor Wildhaber was absent.

5. Performing Arts of Dayton, Presentation, Robin Peterson

Robin Peterson, 202 7th Street, founder of Performing Arts of Dayton (PAD). She stated that this is a non-profit organization that will work to bring the performing arts to Dayton with events that they are planning to include Vibes and Vines every 4th Sunday of the month, as well as Fiddles, Fruit, and Fungi on September 21, 2024. She stated that they are also involving the Dayton School District. She stated that they want to work with the City of Dayton, and plan to reach out for donations, or reduced fees from the City Council.

6. Staff Report - Zone Change Request, Curt Fisher, City Planner

Public Hearing

Mayor Marquez opened the Public Hearing to consider and obtain public comment on a zoning map amendment to change the subject property of 3rd and Ferry from the Commercial Residential (CR) to the Commercial (C) Zoning designation at 7:04pm.

Curt Fisher, City Planner reviewed his staff report with the City Council.

Steve Scott, Twin Towers, spoke in favor of the zone map amendment. He stated that the change in zone will allow more flexibility to reach the full potential of the investment planned for this property.

Mayor Marquez closed the Public Hearing at 7:28pm.

JIM MAGUIRE MOVED TO ADOPT THE STAFF REPORT AND RECOMMEND THE CITY COUNCIL APPROVE THE ZONE CHANGE 2023-06. SECONDED BY DREW HILDEBRANDT. Motion carried with Frank, Hildebrandt, Mackin, Maguire, Marquez and Sandoval-Perez voting aye. Councilor Wildhaber was absent.

7. First Reading of Ordinance 660 Zoning Map Amendment

City Planner explained that although this is an applicant initiated request, it triggers a code change.

Annette Frank completed the first reading of Ordinance 660 by title only.

JIM MAGUIRE MOVED TO APPROVE THE FIRST READING OF ORDINANCE 660 AN ORDINANCE OF THE DAYTON CITY COUNCIL AMENDING THE DAYTON ZONING MAP. SECONDED BY KITTY MACKIN. Motion carried with Frank, Hildebrandt, Mackin, Maguire, Marquez and Sandoval-Perez voting aye. Councilor Wildhaber was absent.

8. Budget Committee Appointment

Rochelle Roaden, City Manager stated that per ORS 294.414 the local governing body must establish a budget committee. Staff advertised in the News Register, on social media, and in the Ferry Street News quarterly newsletter. She stated we received one application from Larry Pederson. She stated that the Mayor is in favor of appointing him to the Budget Committee.

KITTY MACKIN MOVED TO APPOINT LARRY PEDERSON TO THE BUDGET COMMITTEE WITH A THREE-YEAR TERM ENDING 12/31/2026. SECONDED BY ANNETTE FRANK. Motion carried with Frank, Hildebrandt, Mackin, Maguire, Marquez and Sandoval-Perez voting aye. Councilor Wildhaber was absent.

9. FY 24/25 Budget Calendar

Rochelle Roaden, City Manager presented the 2024-2025 Budget Calendar.

10. Parks Master Plan Request for Proposals - Intent to Proceed

City Manager referred to Dave Rucklos, Tourism and Economic Development Director (TED) to present the Request for Proposal for a Parks and Recreation Master Plan. The proposal received is from Conservation Technix a Portland based business and the intention to proceed is contingent on receiving funding from an Oregon Parks and Recreation Local Government Grant.

DREW HILDEBRANDT MOVED TO SELECT CONSERVATION TECHNIX AS THE FIRM TO CREATE A NEW PARKS AND RECREATION MASTER PLAN FOR THE CITY OF DAYTON SUBJECT TO SECURING FUNDING. SECONDED BY KITTY MACKIN. Motion carried with Frank, Hildebrandt, Mackin, Maguire, Marquez and Sandoval-Perez voting aye. Councilor Wildhaber was absent.

11. Approval of FY 2024-25 Strategic Goals

City Manager stated that the City Council needs to approve the Strategic Goals to move forward with the projects and the budget. She stated that changes could be made to the goals before approval.

Councilor Frank requested to include mindfulness in the Strategic Goals about native plants, clean water, and air education.

City Planner stated that the Housing Policy Update is missing from Goal B.

JIM MAGUIRE MOVED TO APPROVE THE CITY COUNCIL STRATEGIC GOALS FOR FY 2024-2025 AS AMENDED. SECONDED BY ANNETTE FRANK. Motion carried with Frank, Hildebrandt, Mackin, Maguire, Marquez and Sandoval-Perez voting aye. Councilor Wildhaber was absent.

12. Second Reading of Ordinance 658 - Establishes Urban Renewal Agency

Drew Hildebrandt completed the second reading of Ordinance 658 by title only.

JIM MAGUIRE MOVED TO APPROVE THE SECOND READING OF ORDINANCE 658, AN ORDINANCE OF THE DAYTON CITY COUNCIL DECLARING THAT BLIGHTED AREAS EXIST IN THE CITY OF DAYTON ESTABLISHING THE NEED FOR AN URBAN RENEWAL AGENCY IN THE CITY AND ELECTING A METHOD FOR EXERCISING THE POWER OF AN URBAN RENEWAL AGENCY WITHIN THE

CITY. CREATING SECTIONS 1.19.00-1.19.12 OF THE DAYTON MUNICIPAL CODE. SECONDED BY ANNETTE FRANK. Motion carried with Frank, Hildebrandt, Mackin, Maguire, Marquez and Sandoval-Perez voting aye. Councilor Wildhaber was absent.

DREW HILDEBRANDT MOVED TO ADOPT ORDINANCE 658, ORDINANCE 658, AN ORDINANCE OF THE DAYTON CITY COUNCIL DECLARING THAT BLIGHTED AREAS EXIST IN THE CITY OF DAYTON ESTABLISHING THE NEED FOR AN URBAN RENEWAL AGENCY IN THE CITY AND ELECTING A METHOD FOR EXERCISING THE POWER OF AN URBAN RENEWAL AGENCY WITHIN THE CITY. CREATING SECTIONS 1.19.00-1.19.12 OF THE DAYTON MUNICIPAL CODE. SECONDED BY KITTY MACKIN. Motion carried with Frank, Hildebrandt, Mackin, Maguire, Marquez and Sandoval-Perez voting aye. Councilor Wildhaber was absent.

13. Second Reading of Ordinance 659 - Community Events Alcohol Permit and Park Policy

Jim Maguire performed the second reading of Ordinance 659 by title only.

DREW HILDEBRANDT MOVED TO APPROVE THE SECOND READING OF ORDINANCE 659 AN ORDINANCE OF THE DAYTON CITY COUNCIL AMENDING CHAPTER 2 OF THE DAYTON MUNICIPAL CODE ALLOWING THE CONSUMPTION OF ALCOHOLIC BEVERAGES IN COURTHOUSE SQUARE PARK DURING COMMUNITY EVENTS AND ADDING A PARKS OPERATING POLICY. SECONDED BY ANNETTE FRANK. Motion carried with Frank, Hildebrandt, Mackin, Maguire, Marquez and Sandoval-Perez voting aye. Councilor Wildhaber was absent.

DREW HILDEBRANDT MOVED TO ADOPT ORDINANCE 659 AN ORDINANCE OF THE DAYTON CITY COUNCIL AMENDING CHAPTER 2 OF THE DAYTON MUNICIPAL CODE ALLOWING THE CONSUMPTION OF ALCOHOLIC BEVERAGES IN COURTHOUSE SQUARE PARK DURING COMMUNITY EVENTS AND ADDING A PARKS

OPERATING POLICY. SECONDED BY ANNETTE FRANK.

Motion carried with Frank, Hildebrandt, Maguire, Marquez, and Sandoval-Perez voting aye. Councilor Wildhaber was absent. Mackin voted nay.

14. Approval of Resolution 2023/24-13 Fee Schedule Update to Include Alcohol Permit Fee

City Manager stated that with the adoption of Ordinance 659 the Dayton Fee Schedule needs to be updated, adding a \$75.00 fee to cover staff time.

ANNETTE FRANK MOVED TO APPROVE RESOLUTION 2023/24-13 A RESOLUTION AMENDING THE CITY OF DAYTON FEE SCHEDULE TO ADD FEE FOR SPECIAL EVENT ALCOHOL PERMIT HELD AT COURTHOUSE SQUARE PARK. SECONDED BY JIM MAGUIRE. Motion carried with Frank, Hildebrandt, Mackin, Maguire, Marquez and Sandoval-Perez voting aye. Councilor Wildhaber was absent.

15. City Council Meetings Live on Zoom/YouTube Discussion

City Manager stated that by request of the Council President Maguire the discussion of having City Council Meetings live on YouTube was added to the agenda.

Council President Maguire stated the reasons why it would be good to have the meetings live on YouTube including security reasons, avoiding Zoom bombing, and transparency.

There was a discussion on having the City Council Meetings live stream on YouTube.

JIM MAGUIRE MOVED TO DIRECT CITY STAFF TO BEGIN LIVE STREAM CITY COUNCIL MEETINGS ON THE CITY YOUTUBE CHANNEL. SECONDED BY DREW HILDEBRANDT. Motion carried with Frank, Hildebrandt, Mackin, Maguire, Marquez and Sandoval-Perez voting aye. Councilor Wildhaber was absent.

F. COUNCILOR COMMENTS AND CONCERNS

Councilor Mackin state the Red Cross will be at the Dayton Fire District Hall on Thursday from 1-6 with a blood drive. She stated that the ramp into the playground is no longer level with the woodchips and requested to have them moved around.

City Manager stated that woodchip refill is due this year and done every three years due to cost.

Councilor Mackin inquired about Alderman Park closure and re-opening.

Councilor Frank thanked staff for filling the hole and painting the yellow curb on 8th and Ash.

City Manager stated that once the rain stops public works will be able to make a better fix to the pothole.

Councilor Hildebrandt inquired about the code enforcement report.

Mayor Marquez stated that there was a safety issue in her area with teenagers playing the game "Fugitive" and speeding.

Council President Maguire inquired if historically the city has allowed block parties or if there is anything in the Municipal Code that would prevent block parties. He stated that on Halloween Joel Palmer is full of kids trick-or-treating and it would be nice to be able to close the streets for the kids safety.

G. INFORMATION REPORTS

1. Dave Rucklos, Tourism and Economic Development Director

Dave Rucklos, Tourism and Economic Development Director (TED) stated that the grant from Oregon Parks and Recreation is completed, and a decision will be made in September.

The EV Charging station will be installed in the coming weeks at Courthouse Square Park and behind the Annex.

The carpet in the Community Center will be replaced in May in the entryway and downstairs.

The City will be hosting the Yamhill River Recreation Discussion Tuesday April 9th at the Community Center.

TED Director will be attending a Hospitality Forum at George Fox on April 4th.

TED Director will be making a presentation to the 3rd grade class at the Dayton Grade School about TMDL.

Park Reservation frames will be installed at the band stand.

TED Director had an advertisement posted in the Yamhill County Visitors Guide that will have all the year-round events for the City.

The Facebook and Instagram domain are secured for "Discover Dayton".

The City contracted with Scarlet Communications to establish video and photo content for the website and social media.

H. CITY MANAGER'S REPORT

The City Manager gave bridge infrastructure project updates- Stellar J stated that the foundation work would be completed and begin setting the truss tentatively by the end of the month.

The HWY 221 Pump station construction is advancing but will not be complete until the generator is received and installed.

The City has a new application that offers an enhanced Code Enforcement reporting system.

The Community Events Committee meets on the 3rd Wednesday of each month.

The Fireworks Committee meets the 3rd Thursday of each month, and they are having a Tamale Fundraiser on April 26.

The City-Wide Clean-up is coming up, starting with City Wide Garage Sale, Free Swap, and Clean-up Day.

I. ADJOURN

There being no further business meeting adjourned at 8:46pm.

Respectfully submitted: APPROVED BY COUNCIL on **June 3, 2024**

By: ☐ As Written ☐ As Amended

Rocio Vargas, City Recorder

Annette Frank, Mayor

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**MINUTES
DAYTON CITY COUNCIL
REGULAR SESSION
MAY 6, 2024**

PRESENT: Mayor Trini Marquez
Councilor Annette Frank
Councilor Drew Hildebrandt
Councilor Kitty Mackin
Council President Jim Maguire
Councilor Rosalba Sandoval-Perez (via Zoom)
Councilor Luke Wildhaber

ABSENT:

STAFF: Rochelle Roaden, City Manager
Ashleigh Dougill, City Attorney
Rocio Vargas, City Recorder
Dave Rucklos, Tourism & Economic Development Director
Don Cutler, Public Works Supervisor

A. CALL TO ORDER & PLEDGE OF ALLEGIANCE

Mayor Marquez called the meeting to order at 8:31pm.

B. ROLL CALL

Mayor Marquez noted that there was a quorum present at the meeting with Frank, Hildebrandt, Mackin, Maguire, and Wildhaber in person. Sandoval-Perez via Zoom.

C. APPEARANCE OF INTERESTED CITIZENS

None.

D. CONSENT AGENDA

None.

E. ACTION ITEMS

1. Interim/Pro Tem City Manager and Recruitment Process

JIM MAGUIRE MOVED TO DIRECT THE MAYOR, COUNCIL PRESIDENT, CITY MANAGER AND CITY ATTORNEY TO PUT TOGETHER A DRAFT EMPLOYMENT AGREEMENT WITH DAVE RUCKLOS TO SERVE AS INTERIM CITY MANAGER. SECONDED BY ANNETTE FRANK. *Motion carried with Frank, Hildebrandt, Mackin, Maguire, Marquez, Sandoval-Perez, and Wildhaber voting aye.*

JIM MAGUIRE MOVED TO DIRECT THE MAYOR, COUNCIL PRESIDENT, CITY MANAGER AND CITY ATTORNEY TO CONTRACT FOR RECRUITMENT SERVICES FOR APPROVAL AT A FUTURE MEETING WITH JENSEN STRATEGIES. SECONDED BY DREW HILDEBRANDT. *Motion carried with Frank, Hildebrandt, Mackin, Maguire, Marquez, Sandoval-Perez, and Wildhaber voting aye.*

F. COUNCILOR COMMENTS AND CONCERNS

Councilor Mackin thanked staff for filling the playground with bark chips to be level with the ramp, and requested to have the ramp extended so in the future it doesn't need to fill the playground with bark so often.

Councilor Frank thanked City Manager Rochelle for all her hard work with the City. She stated that Cinco de Mayo was a success and she received feedback that it was great despite the weather.

Council President Maguire reminded the Council of the City Charter and the powers the Council holds. He thanked City Manager Rochelle for all the dedication to Dayton and her leadership.

Councilor Hildebrandt thanked City Manager Rochelle for all her work and commended her work with the City.

Councilor Wildhaber thanked City Manager Rochelle for all the advancement she has brought to Dayton.

Mayor Marquez stated that this is a new growth opportunity for City Manager Rochelle and stated her appreciation.

G. CITY MANAGER'S REPORT

Rochelle Roaden, City Manager, stated that the bridge midspan pieces will be moved from Fisher Farms to the bridge staging area for cranes to place onto the concrete abutments. She stated that after that placement, sewer and water lines will be attached to the side of the bridge. The final steps will be to add concrete to the walkway and floodlights.

H. ADJOURN

There being no further business meeting adjourned at 9:09pm.

Respectfully submitted:

By:

Rocio Vargas, City Recorder

APPROVED BY COUNCIL on **June 3, 2024**

☐ As Written

☐ As Amended

Annette Frank, Mayor

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**MINUTES
DAYTON CITY COUNCIL
SPECIAL SESSION
May 16, 2024**

PRESENT: Councilor Annette Frank
Councilor Drew Hildebrandt
Councilor Kitty Mackin
Council President Jim Maguire
Councilor Luke Wildhaber

ABSENT: Councilor Rosalba Sandoval-Perez

STAFF: Rochelle Roaden, City Manager
Ashleigh Dougill, City Attorney
Rocio Vargas, City Recorder

A. CALL TO ORDER & PLEDGE OF ALLEGIANCE

Council President Maguire called the meeting to order at 6:00pm. All those present gave the Pledge of Allegiance.

B. ROLL CALL

Council President noted that there was a quorum present with Councilors Frank, Hildebrandt, Mackin, and Wildhaber in person.

C. APPEARANCE OF INTERESTED CITIZENS

Larry Smurthwaite, 773 Joel Palmer Way, Dayton, requested an investigation into a City employee. He asked council to consider hiring a City Manager that lives in Dayton. He asked council to reconsider the interim City Manager nomination.

Linda McGrew, 734 SE Palmer Ln., Dayton, stated that she was present when the UGB swap occurred. She stated that she is concerned that there is a change of management and that her property issues will not be resolved.

Harold Lyon, 13600 SE Ash Rd., Dayton, stated that he is also here concerning the property he owns that is part of the UGB.

Mike Billings, 1980 NE Gibbs Circle, McMinnville, stated that he has lost volunteers due to the unprofessional reactions of a City employee.

Lyndon Hansen, Tigard Oregon, asked if the City of Dayton was included in the State funds for housing.

D. ACTION ITEMS

1. Accept Mayor's Resignation with Effective Date and Declare Seat Vacant

Council President read the Mayor's Resignation letter.

ANNETTE FRANK MOVED TO ACCEPT THE MAYOR'S RESIGNATION EFFECTIVE MAY 16, 2024, AND DECLARE THE SEAT VACANT. SECONDED BY DREW HILDEBRANDT. Motion carried with Frank, Hildebrandt, Mackin, Maguire and Wildhaber voting aye.

2. Public Hearing

Council President Maguire opened the public hearing at 6:15pm to deliberate on the appropriate interim Mayor selection process.

There was no public comment.

Council President Maguire stated that there are two options stated in the charter to make the vacancy available to the public, wait two weeks for resumes and applications, or to appoint from within the Council.

There was a discussion of the options.

Council President Maguire closed the public hearing at 6:20pm.

KITTY MAKIN MOVED TO APPOINT THE INTERIM MAYOR FROM THE COUNCIL. SECONDED BY ANNETTE FRANK. Motion carried with Frank, Hildebrandt, Mackin, Maguire and Wildhaber voting aye.

3. Deliberate on appointment of individual to serve as interim Mayor.

There was discussion held on the appointment of a council member as interim Mayor.

KITTY MACKIN MOVED TO APPOINT COUNCIL PRESIDENT MAGUIRE AS INTERIM MAYOR. Motion failed.

DREW HILDEBRANDT MOVED TO NOMINATE COUNCILOR ANNETTE FRANK AS INTERIM MAYOR. Motion carried with Frank, Hildebrandt, Mackin, Maguire and Wildhaber voting aye.

4. Accept the resignation of Councilor Annette Frank and declare the seat vacant.

Councilor Frank presented her resignation effective May 16, 2024.

LUKE WILDHABER MOVED TO ACCEPT COUNCILOR FRANK'S RESIGNATION AS COUNCILOR AND DECLARE HER COUNCILOR SEAT VACANT. Motion carried with Frank, Hildebrandt, Mackin, Maguire and Wildhaber voting aye.

5. Public Hearing

Council President Maguire opened the public hearing at 6:30pm to deliberate on the appropriate interim City Councilor selection process.

Linda McGrew, 734 SE Palmer Ln., Dayton, commented that when she was in city council as a council president, she was under the impression she would be mayor until the next election. She stated that in her opinion the interim Mayor should be voted in.

Council President closed the public comment at 6:34pm.

There was a deliberation on the process set forth in the Dayton Municipal Code (DMC) Chapter 1.03.

DREW HILDEBRANDT MOVED TO DIRECT STAFF TO COMMENCE THE PROCESS SET IN DMC 1.03.03 TO FILL THE OPEN COUNCIL SEAT. SECONDED BY LUKE WILDHABER. Motion carried with Hildebrandt, Mackin, Maguire, and Wildhaber voting aye. Frank did not vote.

6. Swearing in of interim Mayor

Rochelle Roaden, City Manager, swore in Annette Frank as interim Mayor.

7. Agenda amended.

Jim Maguire requested to amend the agenda to include his resignation as Council President.

KITTY MACKIN MOVED TO AMEND THE AGENDA TO INCLUDE THE ELECTION OF A NEW COUNCIL PRESIDENT. SECONDED BY JIM MAGUIRE. Motion carried with Hildebrandt, Mackin, Maguire, and Wildhaber voting aye. Frank did not vote.

KITTY MACKIN MOVED TO NOMINATE LUKE WILDHABER AS COUNCIL PRESIDENT. SECONDED BY DREW HILDEBRANDT. Motion carried with Frank, Hildebrandt, Mackin, Wildhaber voting aye. Maguire voted nay.

LUKE WILDHABER MOVED TO NOMINATE KITTY MACKIN AS COUNCIL PRESIDENT. Motion failed Frank and Wildhaber voted aye. Mguire voted nay. Hildebrandt abstained.

Luke Wildhaber is voted as new Council President.

E. COUNCILOR COMMENTS AND CONCERNS

Councilor Hildebrandt commented that the meeting was well done. He asked for council to continue to work together.

Mayor Frank thanked the council for the votes.

F. ADJOURN

There being no further business Mayor Frank adjourned the meeting at 6:48pm.

Respectfully submitted:

APPROVED BY COUNCIL on **June 3, 2024**

By:

☐ As Written

☐ As Amended

Rocio Vargas, City Recorder

Annette Frank, Mayor



City of Dayton

REQUEST FOR DONATION

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

Date Received:

GROUP/ORGANIZATION CONTACT INFORMATION

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

Mailing Address: PO Box 8, McMinnville, OR 97128

Contact Person: Ronnie Vostinak, Executive Director

Phone #: 503-472-0341 ext 9

Email Address: executivedirector@hbpets.or

Date of City Council Meeting you will be attending:

Name of representative attending Council Meeting: Jennifer Choate DVM

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

REQUEST INFORMATION

Amount Requested: \$

Number of Citizens who will benefit: see below

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

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

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

In 2023, the Homeward Bound Pets Humane Society Spay Neuter Clinic spayed and neutered 116 Dayton pets. This number is up from 2022 when we saw 111 pets.. We fixed 35 feral cats from dayton in 2023, and 1 rabbit.. The rabbit received surgery at no charge due to the grants provided in 2020 and 2021 from the Dayton city council. We also fixed 28 dogs and 52 owned cats.

Will your project or event create excess funds?

☐ Yes

☒ No

What will they be used for?

FUNDRAISING

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

Fundraising Goal Amount? \$10,000

Fundraising amount earned to date: \$ 2575

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

In 2022 the Spay Neuter Clinic raised \$17,000 in donations. In 2023 we raised \$25,000. In the first quarter of 2023 we have raised \$2,575 toward our goal of \$10,000 in donations for this year. We are consistently working to achieve our fundraising goals

BENEFITS OF YOUR EVENT OR PROJECT?**How does your project or event benefit or bring honor to the Dayton Community?**

Citizens of Dayton regularly participated in the HBPets community spay/neuter transport program (Feb 2011 to Aug 2017) before the clinic opened. Dayton residents continue to be clients of the McMinnville Spay Neuter Clinic which provides spay/neuter surgery and vaccinations for cats and dogs. Yamhill County citizens continue to need affordable spay/neuter and vaccination services for pets and stray animals.

Why do you think the Council should honor your request?

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

Are there any unique or special things about your request or your project that you feel might assist the City Council in making a decision?**How & when do you plan to advise City Council on how their donation was used & the results of your event?**

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

Is your Group or Organization willing to do a volunteer project? ☐ Yes ☒ No**List the volunteer projects you are willing to complete & the date they can be completed by:**

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

OFFICE/CITY COUNCIL USE**Date Application Received:****Council Meeting Review Date:****Requested Funds Date:****Date Application Approved:****Amount Approved:****Date results are to be reported:****Date results were reported:****Volunteer Project Required:** ☐ Yes ☐ No**Date of Volunteer Project:****Type of Volunteer Project:****Date Volunteer Project Completed:****PO Box 339 - 416 Ferry Street - Dayton OR 97114****Ph# (503) 864-2221 - Fax # (503) 864-2956 - Email: cityofdayton@ci.dayton.or.us - Website: ci.dayton.or.us**

City of Dayton
Community Giving Donations

	<u>19/20</u>	<u>20/21</u>	<u>21/22</u>	<u>22/23</u>	<u>23/24</u>
Dayton FFA	\$ -	\$ -	\$ 600	\$ 1,000	\$ 800
Dayton Food Bank	\$ 7,500	\$ -	\$ -	\$ 3,500	\$ 5,000
Dayton Volunteer FireFighters	\$ -	\$ -	\$ 2,000	\$ 2,500	\$ 2,500
DHS Cheer	\$ 400	\$ -	\$ -	\$ -	\$ -
Homeward Bound Pets	\$ 1,300	\$ 4,500	\$ 2,000	\$ -	\$ -
VFW Post	\$ -	\$ 1,000	\$ -	\$ -	\$ -
Yamhill Community Action Partnership	\$ -	\$ -	\$ -	\$ -	\$ -
Your Community Mediators	\$ 3,000	\$ 4,000	\$ -	\$ -	\$ -
Dayton Community Dev Assoc	\$ -	\$ -	\$ -	\$ 4,000	\$ -
Dayton Preschool	\$ -	\$ -	\$ -	\$ -	\$ 2,000
Provoking Hope	\$ -	\$ -	\$ -	\$ -	\$ 1,500
Total	\$ 12,200	\$ 9,500	\$ 4,600	\$ 11,000	\$ 11,800

23/24 Approved Budget	Community Giving	\$ 15,000
	Spent YTD	\$ 11,800
	Proposed	
	Remaining Balance	<u>\$ 3,200</u>

24/25 Approved Budget	Community Giving	<u>\$ 10,000</u>
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To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: Recology Western Oregon Proposed Rate Increase
Date: June 3, 2024

Background and Information

Dan Blue with Recology Western Oregon will attend our June 3, 2024, City Council meeting to review the proposed rate increase with the Council. The new proposed rate increase for July 1 is 7.4%. The rate increases are summarized in the Rate Sheet and letter included in this packet.

Our Franchise agreement states Recology will submit a rate review report showing the actual allowable expenses incurred by the Franchisee in the preceding calendar year, the Operating Ratio for the preceding calendar year and the expected Operating Ratio for the upcoming year. ***“If the Report indicates that the Operating Ratio for the next succeeding 12-month period will be less than 85% or greater than 91% then rate review will automatically be implemented in accordance with this section.”*** Per the attached rate report, the projected Operating Ratio for FY24/25 is 96.1%.

For reference, a 32-gallon cart service will increase from \$22.28 per month to \$23.93 A 90-gallon cart will increase from \$37.12 per month to \$39.87.

Dan will present the attached reports and answer any questions the Council may have regarding the proposed rate increase.

City Manager Recommendation: I recommend the City Council approve the proposed rate increases as they are within the limits agreed to in the Franchise Agreement.

Potential Motion to Approve - Rate Increase: “I move to approve the Recology Western Oregon rate increases as proposed effective July 1, 2024.”

Council Options:

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



Rochelle Roaden
City Manager
City of Dayton
416 Ferry St.
Dayton, OR 97114

April 30, 2024

RE: Dayton Solid Waste Collection Franchise

Dear Rochelle:

In compliance with the terms of our franchise agreement, please find enclosed the following documents that make up the annual financial report:

1. Rate Review Report, which includes the following:
 - a. 2023 calendar year actual expenses, and all allowable expenses that we reasonably anticipate will be incurred in the upcoming rate year beginning July 1, 2024,
 - b. The allocation method used to allocate shared expenses,
 - c. The Operating Ratios for the preceding calendar year and the upcoming rate year, and
 - e. Projected Ratio with new proposed rates.
2. Proposed Rates for the City of Dayton.

One additional document, the third-party Financial Review, is not yet available but will be sent separately in the coming days.

Thank you for your patience and for the extra time to submit these documents to you as we have worked through lingering impacts of a cyber security incident that impacted all Recology sites during the last six months. We are happy to report that all systems are back online and Recology has taken considerable steps to prevent future incidents from occurring.

Despite the setbacks we incurred, on the ground services continued without noticeable impact to customers. We want to recognize our Valley operations teams who utilized both memory and experience to continue to provide safe and uninterrupted services over the past months.

Regarding the current rate review, inflationary and other pressures continued through 2023 and projections indicate that we will continue to see increasing costs in key areas that affect our collections operations. Here are some key drivers:

- Labor costs are up at the coast due to filling remaining vacancies and also for employee retention
- Disposal is up due to both increased labor costs and pass through disposal costs at the transfer station
- Fuel is up from the previous year (though there has been some softening lately in fuel prices)
- Supply chain issues continue to impact access to parts and equipment in addition to labor increases in our shop/maintenance service areas



Based on our projections for the upcoming rate year (July 1, 2024 – June 30, 2025), and to maintain the target operating Ratio of 90% going forward, Recology is proposing a 7.4% rate increase across all service rates.

We appreciate the opportunity to provide these essential services to our neighbors in Dayton. We take this obligation seriously, and we are committed to keeping our operations running as expected. We look forward to attending an upcoming council meeting, either in person or virtually. Dan Blue will be reaching out to you soon to coordinate scheduling.

Please let us know if you have any questions or need any additional information. You can reach out to me at (503) 803-4984 or by email at ccarey@recology.com or to Dan Blue at 503-405-0261 or dblue@recology.com.

Respectfully,

A handwritten signature in black ink, appearing to be 'Chris Carey', written over a light blue horizontal line.

Chris Carey
General Manager

RECOLOGY WESTERN OREGON**DAY CITY OF DAYTON****EFF. DATE: 7/1/2024**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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CART SERVICES - CURBSIDE

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

32 GALLON CART SERVICE**MONTHLY RATES**

32GWC	32G CART-CURB	\$ 22.28	7.40%	\$ 1.65	\$ 23.93
32GEC	32G CART EOW-CURBSIDE	\$ 14.50	7.40%	\$ 1.07	\$ 15.57
32GMC	32G CART MONTHLY-CURB	\$ 7.80	7.40%	\$ 0.58	\$ 8.38
OC3C	32 GAL CART ON CALL CURB	\$ 7.80	7.40%	\$ 0.58	\$ 8.38

90 GALLON CART SERVICE**MONTHLY RATES**

90GWC	90G CART-CURB	\$ 37.12	7.40%	\$ 2.75	\$ 39.87
90GEC	90G CART EOW-CURB	\$ 24.14	7.40%	\$ 1.79	\$ 25.93
90GMC	90G CART OAM-CURB	\$ 12.97	7.40%	\$ 0.96	\$ 13.93
OC9C	90 GAL CART ON CALL CURB	\$ 12.97	7.40%	\$ 0.96	\$ 13.93

MONTHLY CART RENT (FOR ON-CALL SERVICE)

90GOC	90G CART WILL CALL-CURB	\$ 2.84	7.40%	\$ 0.21	\$ 3.05
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SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECTION)**RATE PER EACH**

SP32C	SPEC P/U 32G CART CURBSIDE	\$ 7.80	7.40%	\$ 0.58	\$ 8.38
SP90C	SPEC P/U 90G CART CURBSIDE	\$ 12.97	7.40%	\$ 0.96	\$ 13.93
90OEC	SUBSCRIPTION YARD DEBRIS (90GAL)	\$ 7.88	7.40%	\$ 0.58	\$ 8.46

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

CART SERVICES - NON-CURBSIDE (SIDEYARD)

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

32 GALLON CART SERVICE**MONTHLY RATES**

32GWS	32G CART-SIDE	\$ 22.71	7.40%	\$ 1.68	\$ 24.39
32GES	32G CART EOW-SIDEYARD	\$ 14.76	7.40%	\$ 1.09	\$ 15.85
32GMS	32G CART MONTHLY-SIDE	\$ 7.94	7.40%	\$ 0.59	\$ 8.53
OC3S	32 GAL CART ON CALL SIDE	\$ 7.94	7.40%	\$ 0.59	\$ 8.53

90 GALLON CART SERVICE**MONTHLY RATES**

90GWS	90G CART-SIDE	\$ 56.89	7.40%	\$ 4.21	\$ 61.10
90GES	90G CART EOW-SIDE	\$ 37.01	7.40%	\$ 2.74	\$ 39.75
90GMS	90G CART OAM-SIDE	\$ 19.91	7.40%	\$ 1.47	\$ 21.38
OC9S	90 GAL CART ON CALL SIDE	\$ 19.91	7.40%	\$ 1.47	\$ 21.38

MONTHLY CART RENT (FOR ON-CALL SERVICE)

90GOS	90G CART WILL CALL-SIDE	\$ 2.84	7.40%	\$ 0.21	\$ 3.05
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SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECTION)**RATE PER EACH**

SP32S	SPEC P/U 32G CART NON CURBSIDE	\$ 7.94	7.40%	\$ 0.59	\$ 8.53
SP90S	SPEC P/U 90G CART NON CURBSIDE	\$ 19.91	7.40%	\$ 1.47	\$ 21.38

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

RECOLOGY WESTERN OREGON**DAY CITY OF DAYTON****EFF. DATE: 7/1/2024**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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OTHER SERVICES & FEES**EXTRAS - PER UNIT CHARGES (APPROX. 32 GALLONS PER UNIT)****RATE PER EACH**

XBAG	EXTRA BAG(S)	\$ 5.71	7.40%	\$ 0.42	\$ 6.13
XBOX	EXTRA BOX	\$ 5.71	7.40%	\$ 0.42	\$ 6.13
XCAN	EXTRA CAN(S)	\$ 5.71	7.40%	\$ 0.42	\$ 6.13
XMISC	EXTRA MISC	\$ 5.71	7.40%	\$ 0.42	\$ 6.13
X32	EXTRA 32G CART(S)	\$ 5.71	7.40%	\$ 0.42	\$ 6.13
X90	EXTRA 90G CART(S)	\$ 9.26	7.40%	\$ 0.69	\$ 9.95

BULKY ITEM COLLECTION (SVC CHARGE + CHARGE PER ITEM)

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

RATE PER EACH

APF	REFRIGERATOR/FREEZER	\$ 30.75	7.40%	\$ 2.28	\$ 33.03
APL	APPLIANCE	\$ 12.05	7.40%	\$ 0.89	\$ 12.94
FURN	FURNITURE CHARGE	\$ 18.45	7.40%	\$ 1.37	\$ 19.82
TREE	EXTRA CHRISTMAS TREE	\$ 11.39	7.40%	\$ 0.84	\$ 12.23
IRSC	IN ROUTE SERVICE CHARGE	\$ 26.69	7.40%	\$ 1.98	\$ 28.67
SC	SERVICE CHARGE	\$ 79.88	7.40%	\$ 5.91	\$ 85.79

RELATED FEES**RATE PER EACH**

CRIR	CART REDELIVERY IN ROUTE	\$ 10.50	7.40%	\$ 0.78	\$ 11.28
CROR	CART REDELIVER OUT OF ROUTE	\$ 21.00	7.40%	\$ 1.55	\$ 22.55
CORDF	CONTAINER RE-DELIVERY FEE	\$ 79.88	7.40%	\$ 5.91	\$ 85.79

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

RATE PER EACH

CCF	CART CLEANING FEE	\$ 10.50	7.40%	\$ 0.78	\$ 11.28
CRF	CART REPLACEMENT FEE	\$ 68.25	7.40%	\$ 5.05	\$ 73.30

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

RATE PER EACH

RF	REINSTATEMENT FEE	\$ 15.00	0.00%	\$ -	\$ 15.00
NSFCF	RETURNED CHECK FEE	\$ 25.00	0.00%	\$ -	\$ 25.00

FRONT-LOAD CONTAINER SERVICE**1 YARD CONTAINERS****MONTHLY RATES**

1GW	1YD TRASH	\$ 169.44	7.40%	\$ 12.54	\$ 181.98
1GE	1YD TRASH EOW	\$ 102.08	7.40%	\$ 7.55	\$ 109.63
1GM	1YD TRASH MONTHLY	\$ 65.81	7.40%	\$ 4.87	\$ 70.68
1OC	ON CALL-1YD TRASH	\$ 34.20	7.40%	\$ 2.53	\$ 36.73
1XP	EXTRA PICK UP-1YD TRASH	\$ 34.20	7.40%	\$ 2.53	\$ 36.73

1.5 YARD CONTAINERS**MONTHLY RATES**

1HGW	1.5YD TRASH	\$ 211.30	7.40%	\$ 15.64	\$ 226.94
1HGE	1.5YD TRASH EOW	\$ 123.01	7.40%	\$ 9.10	\$ 132.11
1HGM	1.5YD TRASH MONTHLY	\$ 75.50	7.40%	\$ 5.59	\$ 81.09
1HOC	ON CALL-1.5YD TRASH	\$ 44.87	7.40%	\$ 3.32	\$ 48.19
1HXP	EXTRA PICK UP-1.5YD TRASH	\$ 44.87	7.40%	\$ 3.32	\$ 48.19

RECOLOGY WESTERN OREGON
DAY CITY OF DAYTON
EFF. DATE: 7/1/2024

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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2 YARD CONTAINERS
MONTHLY RATES

2GW	2YD TRASH	\$ 253.11	7.40%	\$ 18.73	\$ 271.84
2GE	2YD TRASH EOW	\$ 143.91	7.40%	\$ 10.65	\$ 154.56
2GM	2YD TRASH MONTHLY	\$ 85.14	7.40%	\$ 6.30	\$ 91.44
2OC	ON CALL-2YD TRASH	\$ 55.48	7.40%	\$ 4.11	\$ 59.59
2XP	EXTRA PICK UP-2YD TRASH	\$ 55.48	7.40%	\$ 4.11	\$ 59.59

3 YARD CONTAINERS
MONTHLY RATES

3GW	3YD TRASH	\$ 336.81	7.40%	\$ 24.92	\$ 361.73
3GE	3YD TRASH EOW	\$ 185.78	7.40%	\$ 13.75	\$ 199.53
3GM	3YD TRASH MONTHLY	\$ 104.50	7.40%	\$ 7.73	\$ 112.23
3OC	ON CALL-3YD TRASH	\$ 76.72	7.40%	\$ 5.68	\$ 82.40
3XP	EXTRA PICK UP-3YD TRASH	\$ 76.72	7.40%	\$ 5.68	\$ 82.40

4 YARD CONTAINERS
MONTHLY RATES

4GW	4YD TRASH	\$ 420.49	7.40%	\$ 31.12	\$ 451.61
4GE	4YD TRASH EOW	\$ 227.60	7.40%	\$ 16.84	\$ 244.44
4GM	4YD TRASH MONTHLY	\$ 123.80	7.40%	\$ 9.16	\$ 132.96
4OC	ON CALL-4YD TRASH	\$ 98.01	7.40%	\$ 7.25	\$ 105.26
4XP	EXTRA PICK UP-4YD TRASH	\$ 98.01	7.40%	\$ 7.25	\$ 105.26

5 YARD CONTAINERS
MONTHLY RATES

5GW	5YD TRASH	\$ 504.18	7.40%	\$ 37.31	\$ 541.49
5GE	5YD TRASH EOW	\$ 269.45	7.40%	\$ 19.94	\$ 289.39
5GM	5YD TRASH MONTHLY	\$ 143.15	7.40%	\$ 10.59	\$ 153.74
5OC	ON CALL-5YD TRASH	\$ 119.27	7.40%	\$ 8.83	\$ 128.10
5XP	EXTRA PICK UP-5YD TRASH	\$ 119.27	7.40%	\$ 8.83	\$ 128.10

6 YARD CONTAINERS
MONTHLY RATES

6GW	6YD TRASH	\$ 587.85	7.40%	\$ 43.50	\$ 631.35
6GE	6YD TRASH EOW	\$ 311.27	7.40%	\$ 23.03	\$ 334.30
6GM	6YD TRASH MONTHLY	\$ 162.46	7.40%	\$ 12.02	\$ 174.48
6OC	ON CALL-6YD TRASH	\$ 140.52	7.40%	\$ 10.40	\$ 150.92
6XP	EXTRA PICK UP-6YD TRASH	\$ 140.52	7.40%	\$ 10.40	\$ 150.92

8 YARD CONTAINERS
No new customers at this size - safety issues

8GW	8YD TRASH	\$ 692.63	7.40%	\$ 51.25	\$ 743.88
8GE	8YD TRASH EOW	\$ 363.67	7.40%	\$ 26.91	\$ 390.58
8GM	8YD TRASH MONTHLY	\$ 186.65	7.40%	\$ 13.81	\$ 200.46
8OC	ON CALL-8YD TRASH	\$ 167.13	7.40%	\$ 12.37	\$ 179.50
8XP	EXTRA PICK UP-8YD TRASH	\$ 167.13	7.40%	\$ 12.37	\$ 179.50

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

RNT1	1YD RENT - TRASH	\$ 21.00	7.40%	\$ 1.55	\$ 22.55
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FRONT-LOAD COMPACTOR RATE FACTORS - For all compacted material, including pre-compacted waste.

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

RECOLOGY WESTERN OREGON**DAY CITY OF DAYTON****EFF. DATE: 7/1/2024**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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DEBRIS BOX SERVICES**SET HAUL FEES (BASED ON AVERAGE TRUCK TIMES)****RATE PER HAUL**

DEL	DELIVERY CHARGE	\$ 70.88	7.40%	\$ 5.25	\$ 76.13
10HG	TRASH BOX HAUL FEE (ALL SIZES)	\$ 155.93	7.40%	\$ 11.54	\$ 167.47
40CG	COMPACTOR HAUL FEE (ALL SIZES)	\$ 187.11	7.40%	\$ 13.85	\$ 200.96

DEBRIS BOX DISPOSAL FEES**RATE PER UNIT**

DFDM	DISPOSAL FEE - DEMOLITION (\$\$/TON)	\$ 79.36	7.40%	\$ 5.87	\$ 85.23
DFG	DISPOSAL FEE - GARBAGE (\$\$/TON)	\$ 79.36	7.40%	\$ 5.87	\$ 85.23
DFWD	DISPOSAL FEE - CLEAN WOOD (\$\$/TON)	\$ 45.87	7.40%	\$ 3.39	\$ 49.26
DFYD	DISPOSAL FEE - YARD DEBRIS (\$\$/YD ³)	\$ -	7.40%	\$ -	\$ -

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

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

10DG	10 YARD BOX W/DISPOSAL	\$ 334.53	7.40%	\$ 24.76	\$ 359.29
20DG	20 YARD BOX W/DISPOSAL	\$ 473.34	7.40%	\$ 35.03	\$ 508.37
30DG	30 YARD BOX W/DISPOSAL	\$ 612.26	7.40%	\$ 45.31	\$ 657.57

RELATED FEES**RATE PER DAY**

RENTD	DAILY RENTAL FEE	\$ 11.10	7.40%	\$ 0.82	\$ 11.92
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Note: Daily Rent applies after 48 hours, excluding evenings and weekends.

RATE PER MONTH

RENTM	MONTHLY RENTAL FEE	\$ 157.32	7.40%	\$ 11.64	\$ 168.96
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Note: Monthly rent applies for customers who keep a box for a year or longer.

RATE PER HOUR

TIME	TRUCK TIME FEE	\$ 137.37	7.40%	\$ 10.17	\$ 147.54
1T1E	1 TRUCK - 1 EMPLOYEE	\$ 159.78	7.40%	\$ 11.82	\$ 171.60
1T2E	1 TRUCK - 2 EMPLOYEES	\$ 239.67	7.40%	\$ 17.74	\$ 257.41

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

TEMPORARY RENTAL CONTAINERS**RATE PER EACH**

3YRGD	DELV 3 YD RENTAL FOR TRASH	\$ 100.53	7.40%	\$ 7.44	\$ 107.97
3YRGP	SERVICE 3 YD RENTAL FOR TRASH	\$ 90.87	7.40%	\$ 6.72	\$ 97.59
3YRXD	ADDL DAY - 3YD RENT CONTAINER	\$ 2.10	7.40%	\$ 0.16	\$ 2.26

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

BULKY ITEMS - DEBRIS BOX

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

ADDITIONAL FEES MAY APPLY FOR ITEMS FOUND IN LOADS.

RATE PER EACH

TOFFR	TIRE CHARGE NO RIM	\$ 4.92	7.40%	\$ 0.36	\$ 5.28
TONR	TIRE CHARGE ON RIM	\$ 9.84	7.40%	\$ 0.73	\$ 10.57
APPL	APPLIANCE	\$ 12.31	7.40%	\$ 0.91	\$ 13.22
APF	REFRIGERATOR/FREEZER	\$ 30.75	7.40%	\$ 2.28	\$ 33.03

MEDICAL WASTE COLLECTION SERVICES**RATE PER EACH**

M4HSC	4.7 QT SHARPS CONTAINER	\$ 33.12	7.40%	\$ 2.45	\$ 35.57
M10SC	10 QT SHARPS CONTAINER	\$ 36.56	7.40%	\$ 2.71	\$ 39.27
M23SC	23 QT SHARPS CONTAINER	\$ 60.11	7.40%	\$ 4.45	\$ 64.56
9CDBC	9GAL CONFIDENTIAL DOCUMENT BOX	\$ 50.77	7.40%	\$ 3.76	\$ 54.53
MLGPB	PATHOLOGY BOX	\$ 53.55	7.40%	\$ 3.96	\$ 57.51
MW17G	MEDICAL WASTE 17 GAL	\$ 23.63	7.40%	\$ 1.75	\$ 25.38
MW31G	MEDICAL WASTE 31 GAL	\$ 30.45	7.40%	\$ 2.25	\$ 32.70
MW43G	MEDICAL WASTE 43 GAL	\$ 36.75	7.40%	\$ 2.72	\$ 39.47
MWTCB	MEDICAL WASTE TRACE CHEMO BOX	\$ 53.55	7.40%	\$ 3.96	\$ 57.51

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

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

RWO - Valley Cost of Service Report 2023-24



REVENUE

Collection Services - Residential
Collection Services - Commercial
Collection Services - Debris Box
COLLECTION SERVICES:
Proposed Rate Adjustment
Revenue - DB Disposal
Revenue - Medical Waste
Revenue - Other (fees & related)
Non-Franchised Revenue

Total Revenue
Franchise Fees
Revenue w/o Franchise Fees

LABOR EXPENSES

Operational Personnel
Payroll Taxes
Medical Insurance
Other Benefits

Total Labor Expense

Disposal Charges
Medical Waste & Supplies

Total Disposal Expense

OPERATIONAL EXPENSES

Fuel
Fuel - Non-Franchised (N/F)
Repairs and Maintenance
Repairs and Maintenance - N/F
Business Taxes and PUC
Business Taxes and PUC - N/F
Supplies & Uniforms
Operational Supplies/Safety
Contract Labor
Depreciation and Amortization
Depreciation and Amortization N/F
Operational Lease and Rent
Operational Lease and Rent - N/F
Insurance Expense
Yard Debris/wood & Other Funding
Recycling Expense
Purchase Recyclables
Other Operational

Total Operations Expense

SUBTOTAL

ADMINISTRATIVE EXPENSES

Management Services
Administrative Services
Non-Admin. Labor
Office Supplies
Postage
Billing services
Dues and Subscriptions
Telephone
Bank Service Charges
Professional fees
Travel
Advertising and Promotions
Business Meals
Education & Training
Contributions
Bad Debt
Other Administrative

Total Admin Expense

EARNINGS FROM OPERATIONS

Interest Income
Loss on Asset Disposal

NET INCOME BEFORE TAX

Operating Margin
Calculated Operating Ratio

RWO - Valley Total				City of Dayton		
2023 Calendar Year Actual	2024-25 Projected Rate Year	Allocation Method		2023 Calendar Year Actual	Adjustments and Projected Changes	2024-25 Projected Rate Year
				Rate Adj. % >>>	7.40%	
\$ 8,842,892	\$ 9,171,741	Actual		\$ 281,539	\$ 14,702	\$ 296,241
\$ 5,065,806	\$ 5,380,026	Actual		\$ 81,541	\$ 3,831	\$ 85,372
\$ 2,680,916	\$ 2,760,159	Actual		\$ 26,387	\$ 5,066	\$ 31,453
\$ 16,589,614	\$ 17,311,926	Actual		\$ 389,466		\$ 413,066
		Actual				\$ 30,567
		Actual		\$ 7,627	\$ -	\$ 7,627
\$ 96,211	\$ 98,096	Actual		\$ 508	\$ (93)	\$ 415
\$ 88,385	\$ 17,766	Actual		\$ 854	\$ 30	\$ 884
\$ 1,001,587	\$ 1,096,840	Actual		\$ -	\$ -	\$ -
\$ 17,775,796	\$ 18,524,628			\$ 398,455	\$ 54,104	\$ 452,559
\$ (725,042)	\$ (753,292)	Actual		\$ (10,043)		\$ (11,406)
\$ 17,050,753	\$ 17,771,335			\$ 388,412		\$ 441,152
\$ 2,045,541	\$ 2,328,040	Labor Hours		\$ 48,245	\$ 6,663	\$ 54,908
\$ 185,744	\$ 211,396	Labor Hours		\$ 4,381	\$ 605	\$ 4,986
\$ 463,989	\$ 498,717	Labor Hours		\$ 10,943	\$ 819	\$ 11,762
\$ 247,330	\$ 310,751	Labor Hours		\$ 5,833	\$ 1,496	\$ 7,329
\$ 2,942,604	\$ 3,348,903			\$ 69,402	\$ 9,583	\$ 78,985
\$ 2,906,178	\$ 3,064,136	Vessel Weights		\$ 89,872	\$ 4,885	\$ 94,757
\$ 46,708	\$ 47,642	Med. Waste		\$ -	\$ -	\$ -
\$ 2,952,886	\$ 3,111,778			\$ 89,872	\$ 4,885	\$ 94,757
\$ 757,693	\$ 665,257	Franchised Labor		\$ 16,697	\$ (2,037)	\$ 14,660
\$ 132,964	\$ 116,743	Actual		\$ -	\$ -	\$ -
\$ 2,401,593	\$ 2,861,832	Franchised Labor		\$ 52,923	\$ 10,142	\$ 63,065
\$ 437,364	\$ 481,100	Actual		\$ -	\$ -	\$ -
\$ 199,045	\$ 202,383	Franchised Labor		\$ 4,386	\$ 74	\$ 4,460
\$ 108,393	\$ 113,812	Actual		\$ -	\$ -	\$ -
\$ 33,771	\$ 35,426	Labor Hours		\$ 797	\$ 39	\$ 836
\$ 44,894	\$ 47,093	Labor Hours		\$ 1,059	\$ 52	\$ 1,111
\$ 139	\$ -	Labor Hours		\$ 3	\$ (3)	\$ -
\$ 3,578	\$ 3,578	Franchised Labor		\$ 79	\$ -	\$ 79
\$ 4,752	\$ 4,762	Actual		\$ -	\$ -	\$ -
\$ 787,533	\$ 834,544	Franchised Labor		\$ 17,355	\$ 1,036	\$ 18,391
\$ 127,524	\$ 127,524	Actual		\$ -	\$ -	\$ -
\$ 140,731	\$ 147,627	Labor Hours		\$ 3,319	\$ 163	\$ 3,482
\$ 1,405,741	\$ 1,512,097	Program		\$ 23,456	\$ 1,775	\$ 25,231
\$ 998,866	\$ 774,360	Recycling		\$ 29,843	\$ (6,708)	\$ 23,135
		Recycling		\$ -	\$ -	\$ -
\$ 53,826	\$ 56,463	Labor Hours		\$ 1,269	\$ 62	\$ 1,332
\$ 7,638,406	\$ 7,984,601			\$ 151,186	\$ 4,594	\$ 155,781
\$ 3,516,857	\$ 3,326,052			\$ 77,952	\$ 33,678	\$ 111,630
\$ 500,614	\$ 555,739	Computed		\$ 11,954	\$ 1,623	\$ 13,577
\$ 1,759,490	\$ 1,667,216	Computed		\$ 35,861	\$ 4,869	\$ 40,730
\$ -	\$ -	Franchised Labor		\$ -	\$ -	\$ -
\$ 13,506	\$ 14,168	Customers		\$ 426	\$ 21	\$ 447
\$ 10,637	\$ 11,158	Customers		\$ 336	\$ 16	\$ 352
\$ 55,913	\$ 58,653	Customers		\$ 1,765	\$ 87	\$ 1,852
\$ 20,821	\$ 21,842	Customers		\$ 657	\$ 32	\$ 690
\$ 37,354	\$ 39,184	Customers		\$ 1,179	\$ 58	\$ 1,237
\$ 79,351	\$ 83,239	Customers		\$ 2,505	\$ 123	\$ 2,628
\$ 12,428	\$ 13,037	Customers		\$ 392	\$ 19	\$ 412
\$ 3,884	\$ 4,075	Customers		\$ 123	\$ 6	\$ 129
\$ 903	\$ 947	Customers		\$ 29	\$ 1	\$ 30
\$ 6,984	\$ 7,326	Customers		\$ 220	\$ 11	\$ 231
\$ 6,763	\$ 71,094	Customers		\$ 214	\$ 2,031	\$ 2,245
\$ 14,153	\$ 14,846	Customers		\$ 447	\$ 22	\$ 469
\$ 60,689	\$ 73,929	Customers		\$ 1,916	\$ 418	\$ 2,334
\$ 10,380	\$ 10,888	Customers		\$ 328	\$ 16	\$ 344
\$ 2,593,870	\$ 2,647,342			\$ 58,353	\$ 9,354	\$ 67,707
\$ 922,987	\$ 678,710			\$ 19,599	\$ 24,325	\$ 43,923
\$ (27,767)	\$ (26,967)	Not Allocated		\$ -	\$ -	\$ -
\$ -	\$ -	Not Allocated		\$ -	\$ -	\$ -
\$ 950,754	\$ 705,677			\$ 19,599	\$ 24,325	\$ 43,923
5.58%	3.97%			5.05%	7.40%	9.96%
94.50%	96.10%			94.84%		89.94%

RWO - Valley Cost of Service Report 2023-24



	RWO - Valley Total			City of Dayton		
	2023 Calendar Year Actual	2024-25 Projected Rate Year	Allocation Method	2023 Calendar Year Actual	Adjustments and Projected Changes	2024-25 Projected Rate Year
Allocation Data:						
Revenue (All RWO-VAL)	\$ 17,775,796	\$ 18,524,628		\$ 398,455		\$ 452,559
Revenue Percent	100.00%	100.00%		2.24%		2.44%
2023 Labor Hours				2.36%		2.36%
2023 Disposal				3.09%		3.09%
2023 Recycling				2.99%		2.99%
2023 Customer Count				3.16%		3.16%
2023 Yard Debris				1.67%		1.67%
2023 Medical Waste				0.00%		0.00%
2023 Franchised Labor				2.20%		2.20%
Operating Ratio Calculation						
Total Expenses:						
Total Labor	\$ 2,942,604	\$ 3,348,903		\$ 69,402		\$ 78,985
Total Disposal	\$ 2,952,886	\$ 3,111,778		\$ 89,872		\$ 94,757
Total Operational	\$ 7,638,406	\$ 7,984,601		\$ 151,186		\$ 155,781
Total Administrative	\$ 2,593,870	\$ 2,647,342		\$ 58,353		\$ 67,707
Total	\$ 16,127,766	\$ 17,092,625		\$ 368,814		\$ 397,229
Less Non Allowable Expenses:						
Interest on Purchase of routes	\$ -	\$ -		\$ -		\$ -
Contributions	\$ (14,153)	\$ (14,846)		\$ (447)		\$ (469)
Amortization	\$ -	\$ -				
Allowable Expenses	\$ 16,113,614	\$ 17,077,779		\$ 368,367		\$ 396,760
Revenue						
Revenue w/o Franchise Fees	\$ 17,050,753	\$ 17,771,335		\$ 388,412		\$ 441,152
Revenue (net of Pass Through)	\$ 17,050,753	\$ 17,771,335		\$ 388,412		\$ 441,152
Operating Ratio:						
Allowable Expenses divided by	\$ 16,113,614	\$ 17,077,779		\$ 368,367		\$ 396,760
Revenue (w/o Franchise Fees)	\$ 17,050,753	\$ 17,771,335		\$ 388,412		\$ 441,152
Calculated Operating Ratio	<u>94.50%</u>	<u>96.10%</u>		<u>94.84%</u>	proposed adjustment 7.40% \$ -	<u>89.94%</u>

Recology Western Oregon - Valley Inc.
(A Wholly Owned Subsidiary of Recology Inc.)

Financial Statements
and Supplementary Information

December 31, 2023



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INDEPENDENT ACCOUNTANT'S REVIEW REPORT

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

We have reviewed the accompanying financial statements of Recology Western Oregon - Valley Inc. (the "Company"), which comprise the balance sheet as of December 31, 2023, and the related statements of income and stockholder's investment, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

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

Accountant's Responsibility

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

We are required to be independent of Recology Western Oregon - Valley Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information included on page 14 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. We have not audited or reviewed such information and do not express an opinion, a conclusion, nor provide any assurance on such supplementary information.

Armanino LLP

Armanino^{LLP}
San Ramon, California

May 10, 2024

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

Balance Sheet
December 31, 2023

ASSETS

Current assets:

Accounts receivable, net of allowance for credit losses of \$21,479	\$ 1,995,715
Other receivables	2,425
Prepaid expenses	21,531
Due from parent	<u>483,053</u>
Total current assets	<u>2,502,724</u>

Property and equipment

Machinery and equipment	2,111,303
Less accumulated depreciation	<u>(1,998,163)</u>
Property and equipment, net	<u>113,140</u>
Total assets	<u>\$ 2,615,864</u>

LIABILITIES AND STOCKHOLDER'S INVESTMENT

Current liabilities:

Accounts payable	\$ 74,840
Accrued liabilities	571,467
Deferred revenues	<u>1,551,920</u>
Total current liabilities	2,198,227

Stockholder's investment, net

Total liabilities and stockholder's investment	<u>\$ 2,615,864</u>
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See accompanying notes to financial statements and independent accountant's review report.

RECOLOGY WESTERN OREGON - VALLEY INC.
(A Wholly Owned Subsidiary of Recology Inc.)
Statement of Income and Stockholder's Investment
For the Year Ended December 31, 2023

Revenues, net	\$ 17,050,753
Cost of operations	
Intercompany refuse disposal	2,872,648
Third party refuse disposal	80,238
Labor costs	2,942,604
Operational expenses	7,602,719
Total cost of operations	<u>13,498,209</u>
Gross profit	3,552,544
General and administrative expenses	<u>2,593,870</u>
Income from operations	<u>958,674</u>
Other income	
Interest income	<u>27,772</u>
Total other income	27,772
Net income	986,446
Stockholder's investment, net, beginning of year	907,224
Net distributions to parent	<u>(1,476,033)</u>
Stockholder's investment, net, end of year	<u>\$ 417,637</u>

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

RECOLOGY WESTERN OREGON - VALLEY INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Statement of Cash Flows

For the Year Ended December 31, 2023

Cash flows from operating activities:	
Net income	\$ 986,446
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	8,330
Provision for bad debts	60,689
Property and equipment funded by parent	(117,114)
Changes in operating assets and liabilities:	
Accounts receivable	(58,364)
Prepaid expenses	18,252
Accounts payable	(6,452)
Accrued liabilities	313,444
Deferred revenues	119,701
Net cash provided by operating activities	<u>1,324,932</u>
Cash flows from financing activities:	
Due from parent	151,101
Net distributions to parent	<u>(1,476,033)</u>
Net cash used in financing activities	<u>(1,324,932)</u>
Net change in cash	-
Cash, beginning of year	-
Cash, end of year	<u><u>\$ -</u></u>

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

RECOLOGY WESTERN OREGON – VALLEY INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2023

(1) NATURE OF BUSINESS

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

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

During the year ended December 31, 2023, the Company disposed of refuse collected by its operations at a facility owned and operated by an affiliate as well as a facility owned and operated by a third party. Yard debris and other recyclable commodities were primarily disposed at a facility owned and operated by an affiliate.

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of accounting and financial statement presentation

The accompanying financial statements are presented in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Revenue recognition and accounts receivable

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

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

In accordance with Accounting Standards Codification Topic 606 – *Revenue from Contracts with Customers*, municipal franchise fees totaling \$725,042 were presented as a reduction to revenue for the year ended December 31, 2023.

RECOLOGY WESTERN OREGON – VALLEY INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2023

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and equipment

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

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

Depreciation expense on the above amounted to \$8,330 for the year ended December 31, 2023. The cost of maintenance and repairs is charged to operations as incurred; significant renewals and betterments are capitalized.

Environmental remediation liabilities

The Company accrues for environmental remediation costs when they become probable and based on its best estimate within a range. If no amount within the range appears to be a better estimate than any other, the low end of such ranges is used. Remediation costs are estimated by environmental remediation professionals based upon site remediation plans they develop and on their experience working with regulatory agencies and the Company's environmental staff and legal counsel. All estimates require assumptions about future events due to a number of uncertainties, including the nature and extent of any contamination, the appropriate remedy or remedies, the final apportionment of responsibility among the potentially responsible parties, if any are identified, the financial viability of other potentially responsible parties, and regulatory agency requirements. Thus, actual costs incurred may differ from the Company's initial estimate. These estimates do not take into account discounts for the present value of total estimated future costs, as the timing of cash payments is not reliably determinable. The Company regularly evaluates the recorded liabilities when additional information becomes available or regulatory changes occur to ascertain whether the accrued amounts are adequate. The Company does not recognize recoverable amounts from other responsible parties or insurance carriers until receipt is deemed probable. No environmental liabilities were accrued at December 31, 2023.

RECOLOGY WESTERN OREGON – VALLEY INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2023

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Impairment of long-lived assets

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

During the year ended December 31, 2023, there were no events or changes in circumstances that indicated the carrying value of an asset was not fully recoverable.

Leases

The Company leases certain land, buildings, vehicles, and equipment used in the Company's operations under lease agreements. The Company is responsible for all maintenance costs, taxes, and insurance on the buildings, vehicles, and equipment under lease agreements.

The Company accounts for leases in accordance with Accounting Standards Codification Topic 842, Leases. The Company determines if an arrangement is or contains a lease at contract inception. The Company recognizes a right-of use ("ROU") asset and a lease liability at the lease commencement date.

The ROU asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for lease payments made at or before the lease commencement date, plus any initial direct costs incurred less any lease incentives received.

The Company may enter into lease agreements with varying terms which may include renewal or escalation clauses which would be considered in determining minimum lease payments. Lease terms include the noncancelable period of the lease in addition to any additional periods covered by either an option by the Company to extend (or not to terminate) the lease that the Company is reasonably certain to exercise, or an option to extend (or not to terminate) the lease controlled by the lessor. The Company has cancelable one-year lease agreements with an affiliate that do not include any renewal or other extension provisions for the use of certain operating equipment and property. The Company has elected not to include these leases with an initial term of 12 months or less in the balance sheet and payments associated with these short term-leases are recognized as an operating expense on a straight-line basis over the lease term. Leases are classified as either operating leases or finance leases at inception.

RECOLOGY WESTERN OREGON – VALLEY INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2023

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income taxes

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

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

The Company records interest related to unrecognized tax benefits as interest expense and penalties as an administrative expense. For the year ended December 31, 2023, there was no interest or penalties recorded because the Company has no uncertain tax positions that meet the more likely than not threshold.

Cash concentration account

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

Allocations

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

Use of estimates

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

Stockholder's investment

The Company has 100,000 shares of common stock authorized and 1,000 shares issued and outstanding with no par value as of December 31, 2023. Stockholder's investment, net is comprised of the legal capital plus cumulative contributions net of distributions.

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

Notes to Financial Statements

December 31, 2023

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fair value of financial instruments

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

Concentration of credit risk

Cash and accounts receivable are financial instruments that potentially expose the Company to credit risk. The Company's bank account is linked to the Parent's concentration account. Cash balances (or deficits) at the end of each day are automatically transferred to (or from) the concentration account. Management believes that the Company is not exposed to any significant risk on cash. As of December 31, 2023, two jurisdictions accounted for approximately 79% of accounts receivable.

Adoption of new accounting standard

In June 2016, the FASB issued Accounting Standards Update 2016-13, Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments ("ASC 326"). ASC 326 changed how companies measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. Most prominent among the changes in the standard is a shift from the incurred loss model to the expected loss model. Under the standard, disclosures are required to meet the objective of enabling users of the financial statements to assess a company's exposure to credit risk and the measurement of credit losses. The financial assets held by the Company that are subject to this guidance were accounts receivable.

The Company adopted the standard effective January 1, 2023 using the modified retrospective approach. The impact of the adoption was not considered material to the financial statements.

Subsequent events

The Company has evaluated subsequent events through May 10, 2024, the date the financial statements were available to be issued. No subsequent events have occurred that would have a material impact on the presentation of the financial statements.

(3) COMMITMENTS AND CONTINGENCIES

Substantially all of the assets of the Company are pledged to secure the obligations of the Parent. The Company, along with the Parent and the Parent's wholly owned subsidiaries, has guaranteed the repayment, on a joint and several basis, of any and all obligations under the Parent's Revolving Credit Agreement. The Company could be required to honor the guarantee upon an uncured default event, as defined in the Parent's Revolving Credit Agreement. The Parent's Revolving Credit Agreement expires in December 2026. At December 31, 2023, there was an outstanding balance of \$344.0 million on the Parent's Revolving Credit Agreement and there were standby letters of credit issued for \$123.0 million. The Parent has represented to the Company that it is in compliance with all covenants of the Revolving Credit Agreement.

RECOLOGY WESTERN OREGON – VALLEY INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2023

(3) COMMITMENTS AND CONTINGENCIES (CONTINUED)

The Company, along with the Parent and the Parent's wholly owned subsidiaries, has guaranteed the payment of amounts owed to unrelated third parties, which provided the equipment financing to affiliates of the Company. The affiliates are obligated to the unrelated third parties with various expiration dates through June 2027. At December 31, 2023, the outstanding principal on the financing equipment owed by the affiliates was \$11.5 million.

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

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

(4) LEASES

The Company's main office facility and storage yard, located in Western Oregon Valley, is leased under 12 month fully cancelable leases ranging from \$2,516 to \$10,311 per month. The Company also leases all equipment under 12 month fully cancelable annually renegotiated leases, ranging from \$8 to \$2,395 per month. The annual rent expense for both facilities totaled \$169,916 and for all equipment totaled \$745,141 for the year ended December 31, 2023.

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

RECOLOGY WESTERN OREGON – VALLEY INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2023

(5) TRANSACTIONS WITH RELATED PARTIES

During the year ended December 31, 2023, operating and other expenses of the Company included allocated charges from the Parent and affiliates. Such charges are based upon the direct and indirect costs of the Parent and affiliates, or established fees, and allocated based on specific activities. The allocated charges are as follows:

Parent:

Health Insurance	\$	20,411
Worker's Compensation		45,219
401(k) Employer Portion		2,006
General and Vehicle Insurance		140,731
		<u>208,367</u>

Affiliates:

Collection Revenue	(973,820)
Freight	0
Rental of Equipment	744,970
Property Rental	9,720
Disposal Costs	4,278,389
Processing Fees	998,866
General and Administration Allocation	1,517,537
Truck and Garage	1,873,246
Regional Management and Accounting Fees	742,567
	<u>9,191,475</u>
	<u>\$ 9,399,842</u>

During the year ended December 31, 2023, amounts due from or payable to the Parent and affiliates were accumulated by the Company and, as of the Parent's fiscal year-end, September 30, 2023, the net amount was settled by way of capital contributions or distributions. Changes in amounts due from or payable to Parent or affiliates are presented as a financing activity in the statement of cash flows, except as related to expenditures attributable to property and equipment. For the three months from October 1, 2023 to December 31, 2023, the net amount was not settled by way of capital contributions or distributions. The financial position and results of operations of the Company could be significantly different absent the transactions with the Parent and affiliates.

(6) EMPLOYEE STOCK OWNERSHIP PLAN

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

RECOLOGY WESTERN OREGON – VALLEY INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2023

(6) EMPLOYEE STOCK OWNERSHIP PLAN (CONTINUED)

The Parent's common stock is not traded on an established market. Presently, all shares are held by the ESOP. All distributions will be made from the ESOP in cash, which is received from Recology, or shares, subject to immediate repurchase by Recology. A participant who is vested is entitled to begin receiving a distribution from his or her ESOP account at a future date following his or her termination of employment. Distributions may be made in a lump-sum, equal annual installments over a period generally not to exceed five years, or a combination of the foregoing, generally as determined by the ESOP Administrative Committee (the Committee). The Committee also generally determines the time and manner of distributions, subject to the following limitations: (i) in the event of a participant's retirement, disability, or death, distribution must begin prior to September 30 of the plan year following the plan year in which employment terminates; and (ii) if a participant's employment terminates for any other reason, distribution must begin prior to September 30 of the sixth plan year following the plan year in which employment terminates, although the Committee may further defer distributions that are not attributable to post-1986 shares until the participant reaches the age that he or she would be required to reach in order to qualify for retirement under the ESOP. Each participant who has attained age 55 and has participated in the ESOP for at least 10 years may elect to receive cash distributions for in-service withdrawals attributable to post-1986 shares allocated to his or her account. An eligible participant is entitled to elect payment attributable to as much as 25% of his or her eligible shares during the first five years of election and up to 50% of eligible shares in the sixth year. The cash distributions are based upon the appraised value of Recology stock and other assets, if any, as of the most recent valuation of the participant's account.

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

SUPPLEMENTARY INFORMATION

RECOLOGY WESTERN OREGON - VALLEY INC.
(A Wholly Owned Subsidiary of Recology Inc.)
Schedule of Operational and General and Administrative Expenses
For the Year Ended December 31, 2023

Operational expenses	
Contract labor	\$ 139
Depreciation	8,330
Fuel	890,657
Insurance	140,731
Supplies	42,977
Operational lease expense	915,057
Recycling processing costs	998,866
Repair and maintenance	2,838,957
Taxes and licenses	307,438
Yard debris funding	1,405,741
Other operational expenses	53,826
Total operational expenses	<u>\$ 7,602,719</u>
General and administrative expenses	
General administration allocation	\$ 1,517,537
Regional management and accounting fees	742,567
Advertising and promotion	903
Bad debt	60,689
Contributions	14,153
Billing services	55,913
Dues and subscriptions	20,821
Education and training	6,763
Bank service charges	79,351
Meals	6,984
Office supplies	13,506
Postage	10,637
Professional services	12,428
Telephone	37,354
Travel	3,884
Other administration	10,380
Total general and administrative expenses	<u>\$ 2,593,870</u>

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

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To: Honorable Mayor and City Councilors

From: Rochelle Roaden, City Manager

Issue: Second Reading and Adoption of Ordinance 660 Zoning Map Amendment

Date: June 3, 2024

Background and Information

Curt Fisher, City Planner, presented the Staff Report for Ordinance 660 at the April 1, 2024, Council meeting. The first reading of Ordinance 660 was approved at this meeting.

Curt Fisher will attend the June 3rd Council meeting to field any questions the Council may have.

City Manager Recommendation: I recommend approving the second reading and adoption of Ordinance 660.

1. 2nd Reading of Title:

ORDINANCE NO. 660
CITY OF DAYTON, OREGON

AN ORDINANCE OF THE DAYTON CITY COUNCIL AMENDING THE DAYTON ZONING MAP.

2. Potential Motion to Approve the Second Reading:

"I MOVE TO APPROVE THE SECOND READING OF ORDINANCE 660 AN ORDINANCE OF THE DAYTON CITY COUNCIL AMENDING THE DAYTON ZONING MAP."

3. Potential Motion to Adopt Ordinance 660:

"I MOVE TO ADOPT ORDINANCE 660 AN ORDINANCE OF THE DAYTON CITY COUNCIL AMENDING THE DAYTON ZONING MAP."

City Council Options:

- 1 - Approve the 2ND Reading and Adoption of Ordinance 660 as recommended.
- 2 - Approve the 2nd Reading and Adoption of Ordinance 660 with amendments.
- 3 -Take no action and ask staff to do more research and bring further options back to the City Council.

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**ORDINANCE NO. 660
CITY OF DAYTON, OREGON**

AN ORDINANCE OF THE DAYTON CITY COUNCIL AMENDING THE DAYTON ZONING MAP.

WHEREAS, on December 4, 2023, Twin Towers, LLC applied a quasi-judicial zone change to change the zoning designation of three properties shown on the zoning map in Exhibit A from Commercial Residential (CR) to Commercial (C); and

WHEREAS, on February 8, 2024, public notice for ZC 2023-06 was provided to the Department of Land Conservation and Development with a description of the proposed amendment; and

WHEREAS, on February 7, 2024, written notice of the March 14, 2024, public hearing at the Planning Commission and the April 1, 2024, hearing at City Council was mailed; and

WHEREAS, on March 14, 2024, the Dayton Planning Commission conducted the first of two required public hearings for ZC 2023-06 at which time interested parties were provided full opportunity to be present and heard; and

WHEREAS, on April 1, 2024, the Dayton City Council conducted the second required public hearing for ZC 2023-06 at which time interested parties were provided full opportunity to be present and heard on the proposed amendments to the Dayton Zoning Map.

NOW, THEREFORE, THE CITY OF DAYTON ORDAINS AS FOLLOWS:

Section 1: The City Council of the City of Dayton does hereby adopt the staff report dated April 1, 2024, including the findings of fact, and supporting documentation contained in the staff report.

Section 2: The City Council of the City of Dayton does hereby amend the Dayton Zoning Map as included under "Exhibit A" of this Ordinance.

Section 3: This Ordinance is effective 30 days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Dayton on this ____ day of _____, 2024.

Mode of Enactment:

Date of first reading: __April 1, 2024____ In full _____ or by title only __XX__

Date of second reading: _____ In full _____ or by title only _____

_____ No Council member present at the meeting requested that the ordinance be read in full.

_____ A copy of the ordinance was provided to each Council member; three copies were provided for public inspection in the office of the City Recorder no later than one week before the first reading of the Ordinance.

Final Vote:

In Favor:

Opposed:

Absent:

Abstained:

Annette Frank, Mayor

Date of Signing

ATTESTED BY:

Rocio A. Vargas, City Recorder

Date of Enactment

Attachment: Exhibit A

EXHIBIT A



STAFF REPORT

ZC 2023-06 PUBLIC HEARING BEFORE CITY COUNCIL

HEARING DATE: April 1, 2024

FILE NUMBER: ZC 2023-06

SUBJECT: Public Hearing to consider a zoning map amendment to change the subject property from the Commercial Residential (CR) to the Commercial (C) zoning designation.

**APPLICANT/
OWNERS:** Twin Towers, LLC

**SUBJECT
PROPERTIES:** North of Ferry Street:
201 Ferry Street, Assessor's Map 04S-03W-17DA Lot 3000
205 Ferry Street, Assessor's Map 04S-03W-17DA Lot 3101
No address, Assessor's Map 04S-03W-17DA Lot 3200
South of Ferry Street:
145 Ferry Street, Assessor's Map 04S-03W-17DA Lot 5800
204 Ferry Street. Assessor's Map 04S-03W-17DA Lot 5900

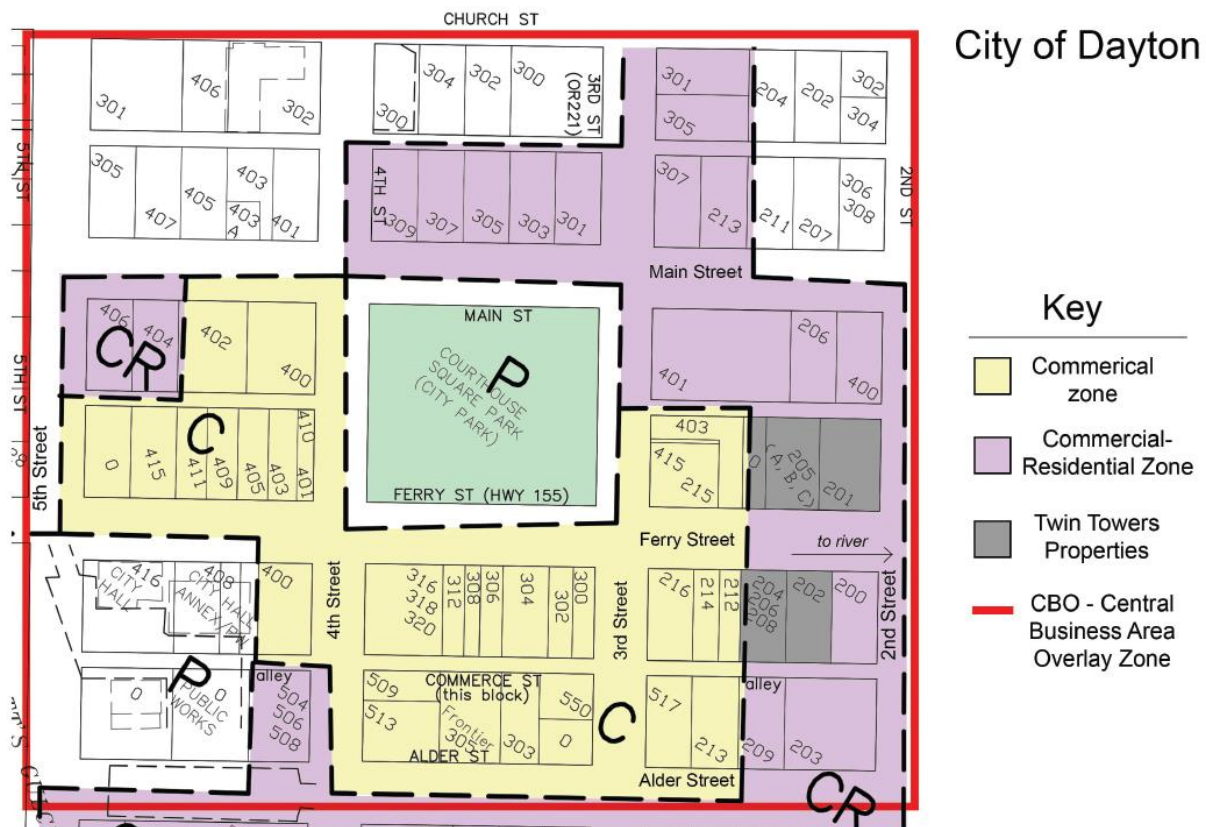
**APPROVAL
CRITERIA:** Dayton Land Use Development Code, Section 7.3.111.03, A – E.

EXHIBITS: A. Proposed Map Amendment
B. Applicant's Submittal
C. Engineering Comments
D. Case File 03-01 enacting CR Zoning District

I. REQUESTED ACTION

A request to change the zoning of the subject property described above from the current Commercial Residential (CR) zoning designation to Commercial (C). The Applicant provided the map in Figure 1 to describe the request. The properties subject to the request are shown in gray in the Applicant's exhibit:

Figure 1: Applicant's Zoning Exhibit



II. SITE DESCRIPTION

The request involves property on the north and south sides of Ferry Street between 2nd and 3rd Street. The entire area included in the request is within the Central Business Area Overlay (CBO) and borders the existing Commercial (C) district to the west.

The area to the north of Ferry Street contains residential uses and is adjacent to residential uses to the north and east. The adjacent property to the west is within the existing Commercial district and is vacant. The Applicant received preliminary approval for a property line adjustment application to consolidate the lots on the north side of Ferry Street into a single lot extending from 2nd to 3rd Street.

The area to the south of Ferry Street is vacant and contains two discrete lots. Adjacent areas to the south and east are developed with residential uses. Adjacent properties to the west are developed with commercial uses within the existing Commercial zoning district.

The Commercial Residential zone was enacted in 2003 by City Case File 03-01 (Exhibit D). Before 2003, the subject properties were included in the Commercial zoning district. The proposed zone change request would return the area to the previous historic zoning designation.

Figure 2: Aerial View of Subject Properties



III. PROCESS

Section 7.3.111.01 of the DLUDC explains how zone changes shall be reviewed under the procedures for Type III review specified in Section 7.3.202.02. A Type III action is a quasi-judicial process in which the City Council applies a mix of objective and subjective standards. Staff and the Planning Commission have advisory roles. Type III reviews of zone changes are limited to applications affecting 5 or fewer adjacent parcels or less than 10 acres of land. As previously discussed, with the Applicant's approved lot consolidation, the request involves a total of 3 lots. Approval criteria for Zone Changes are found in Section 7.3.111.03.

The application was received by the City on December 4, 2023. The Applicant was notified of the items needed to complete the application on January 2, 2024. The Applicant submitted additional information on January 10, 2024 to address the applicable review criteria. Written notice of the March 14, 2024, public hearing at the Planning Commission and the April 1, 2024, hearing at City Council was mailed on February 7. On February 8, 2024, staff submitted the required 35-day notice to the Department of Land Conservation

and Development. At the March 14 Planning Commission meeting the Commission held the first public hearing on the application and voted unanimously to recommend that City Council approve the application as presented in this staff report.

IV. FINDINGS ADDRESSING APPROVAL CRITERIA

7.3.111.01 Process

Zone changes shall be reviewed in accordance with the Type III review procedures specified in Section 7.3.201. Type III reviews shall be limited to zone changes affecting 5 or fewer adjacent parcels ownerships or less than 10 acres of land. Zone changes affecting more than 5 adjacent parcels ownerships or more than 10 acres shall be considered legislative actions and subject to a Type IV review process.

Findings: The Applicant's preliminary submittal included title information on properties outside the boundaries of the application within the existing Commercial District. The Applicant has also received preliminary approval (PLA 23-07) to consolidate the lots to the north of Ferry Street into a single lot occupying the entire block between 2nd and 3rd Streets. The property to the south of Ferry Street includes two discrete lots – Lots 144 and 145 of the Dayton Town Plat. Therefore, with the anticipated recording of the approved lot consolidation, the proposal involves three lots under the same ownership consisting of less than 10 acres. The Type III process applies and a Type IV legislative Zone Change is not required.

7.3.111.02 Application And Fee

An application for a zone change shall be filed with the City and accompanied by the appropriate fee. It shall be the applicant's responsibility to submit a complete application which addresses the review criteria of this Section. Notice shall be subject to the provisions in Section 7.3.204.

Findings: The application was received by the City on December 4, 2023. The Applicant was notified of the items needed to complete the application on January 2, 2024. The Applicant submitted additional information on January 10, 2024. Written notice of the March 14, 2024, public hearing at the Planning Commission and the anticipated April 1 hearing at City Council was mailed at least 20 days before the hearing date to the applicant and owners of property within 200 feet of the boundaries of the properties subject to the request. On February 8, 2024, staff issued the required 35-day notice to the Department of Land Conservation and Development.

7.3.111.03 Criteria For Approval

Zone change proposals shall be approved if the applicant provides evidence substantiating the following:

- A. The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification.*

Findings: The proposal involves changing the zoning of the subject area from one commercial zoning designation (Commercial Residential) to another commercial zoning designation (Commercial) on land designated for Commercial use in the Comprehensive Plan. The proposed Commercial zoning designation is appropriate for the Commercial land use designation. Chapter 8.5 of the Comprehensive Plan includes several economic policies related to commercial development. Staff extrapolated information relevant to Comprehensive Plan policies in Chapter 8.5 from the Applicant's submitted written statement. Staff find the following policies applicable to the application:

- 1. The City shall promote diversification of the City's economy by designating sufficient lands for commercial and industrial uses.*

Findings: The area subject to the application is proposed to remain in the Commercial land use designation. Therefore, the proposal does not change the land available for Commercial use. Staff find this policy is satisfied.

2. The City shall support and cooperate with appropriate regional, State and Federal agencies that acknowledge and aid the special needs of rural communities for the purposes of improving the economy of Dayton.

Findings: The proposal has no impact on the City's efforts to support and cooperate with appropriate regional, State, and Federal agencies. This policy does not appear to be relevant to this application.

3. The City shall actively pursue measures and incentives to encourage the retention and expansion of existing firms and attract new commercial and industrial businesses to locate in Dayton.

Findings: While not specifically directed in response to this policy, the Applicant included the following in their written statements addressed generally to the economic policies in Chapter 8.5 of the Comprehensive Plan:

Twin Towers desires to change from Commercial Residential to Commercial because of the flexibility allowed in commercial zone development. A high-quality development aligns with the policies found in Section 8.5 of the Dayton Comprehensive Plan. The focus will be on hospitality-based concepts including a flagship hotel. This will accomplish Dayton objectives, including but not limited to amplifying the central business district as the primary retail center of the of the community, provide a focal point for both residents and visitors and increase employment opportunities within the City's downtown. As a hotel of this scale does not yet exist in the City of Dayton, it will diversify and improve the City's economy.

Staff incorporates the Applicant's statement as evidence that the proposal can potentially encourage a new hospitality-oriented firm to locate in Dayton. This policy is satisfied.

4. The City shall encourage, and establish regulations supporting, the location of wineries and their attendant businesses in the community.

Findings: No specific development is proposed as part of the application. The Applicant's written statement suggests that under Commercial zoning, the subject properties would be more attractive to wine-attendant businesses, and cites some examples of how wine-attendant businesses could be restricted in the existing Commercial Residential zone:

For example, if the parcels remain designated as Commercial Residential, a wine tasting room that retails wine would be a conditional use, or a rooftop bar would be excluded per the code. It would also require the project to apply for a Conditional Use Permit, which is not desired.

Before 2003, the subject properties were zoned Commercial. The Commercial Residential was applied to the subject area in 2003. The stated purpose of the Commercial Residential zone is *to provide areas for the development of a mixture of single-family, multi-family, and manufactured homes, and limited retail and service commercial uses*. Commercial uses that do not comply with the permitted uses in DLUDC 7.2.105.02.B, such as taverns, bars, and similar establishments are allowed with a Conditional Use Permit, as are wineries with retail sales. While the regulations within the Commercial Residential zone do not specifically discourage or prohibit wineries and wine attendant businesses within the community, the primary stated purpose of the zone is to provide area for residential development and limit retail and commercial service uses. Staff observes that wineries and wine attendant businesses typically involve retail and commercial service uses, therefore the City Council can find that the Commercial zone is more encouraging of wineries and wine attendant businesses and better satisfies this policy than the existing Commercial Residential zone. This policy is satisfied.

5. The City shall ensure necessary public services are available, are of sufficient capacity and adequately maintained to provide for growth and development of identified commercial and industrial property.

Findings: As previously discussed, the application does not involve physical development at this time. The City Engineer submitted comments on the application indicating that public services are available to serve

the site but the adequacy of public services for serving future development will be evaluated through Site Development Review. That review will result in conditions of approval requiring public facilities to be provided or upgraded where they are found to be insufficient to support the development. Staff also observes that the similarity between the allowed uses in the existing Commercial Residential and the requested Commercial district, in the absence of any specific development proposed, supports the conclusion that necessary services are available to serve uses permitted in the Commercial zone. The proposal is consistent with this policy.

6. Development shall be controlled in such a way that the maximum utilization of public utilities can be achieved.

Findings: As previously discussed, the application does not involve physical development at this time and new development will be evaluated through Site Development Review. That review will result in conditions of approval requiring public facilities to be provided or upgraded where they are found to be insufficient to support the development. Therefore, through the Site Development Review Process, the proposal can be found to be consistent with this policy.

7. Commercial development shall take into consideration traffic safety and compatibility with respect to Ferry Street, Highway 18 and Highway 221. The City shall confer with the Oregon Department of Transportation regarding development along or near these streets.

Findings: Commercial development within the subject area shall take into consideration traffic safety and compatibility concerning Ferry Street, Highway 18, and Highway 221 through Site Development Review. The application does not involve changing the Commercial land use designation of the property, therefore the proposal does not affect this policy.

8. The City shall promote the continued function and preservation of the central business district as the primary retail center of the community. This general policy statement shall be supported by the following policies:

- *The City shall designate Commercial zoned land located south of Church Street, east of Fifth Street, north of Alder Street and west of Second Street as the Central Business District (CBD).*
- *Competing commercial activity outside the CBD, especially linear “strip” commercial development, shall be discouraged.*
- *Downtown development and redevelopment, renovation of existing structures, and preservation of historic structures in the CBD shall be encouraged.*
- *High quality development in the CBD shall be encouraged through separate design standards and the design review process.*

Findings: The City recently implemented new design standards in the CBO district consistent with this policy. Those standards will apply to the rezoned properties as they do now. As previously discussed, the purpose of the Commercial Residential district prioritizes residential development over retail and commercial uses. Therefore, the application of the Commercial zone to this property better satisfies the policy than the existing Commercial Residential zone.

B. The uses permitted in the proposed zone can be accommodated on the proposed site without exceeding its physical capacity.

Findings: Future commercial uses within the requested Commercial zone will be reviewed as part of future Site Development Review applications to, in part, ensure that permitted uses can be accommodated on the property without exceeding its physical capacity. This criterion can be met.

C. Allowed uses in the proposed zone can be established in compliance with the development requirements in this Code.

Findings: Future commercial uses within the requested Commercial zone will be reviewed for compliance with the development requirements of the code as part of future Site Development Review. This criterion can be met.

D. Adequate public facilities, services, and transportation networks are in place or are planned to be provided concurrently with the development of the property.

Findings: The applicant is not proposing development as part of this application. Therefore, staff is relying on historical information to determine the adequacy of public facilities to serve potential future development in the requested Commercial district. As previously discussed, the public facilities serving the site were originally planned and sited to serve the Commercial district before the Commercial Residential zone was enacted and applied to the properties. Further, the use standards in the Commercial Residential zone allow all commercial uses not otherwise permitted in the Commercial Residential with a Conditional Use permit. Therefore, because of the similarity in the uses and intensity of uses allowed in the requested Commercial zone when compared to the uses allowed in the existing Commercial Residential zone, staff finds that public facilities are adequate to serve future commercial use. The comments submitted by the City Engineer on the application stated that there do not appear to be any issues with streets or utilities that would preclude the zone change. Finally, development within the Commercial zone requires Site Development Review. Therefore, the adequacy of public facilities, services, and transportation networks will be evaluated in the course of that review to ensure that any needed facilities are provided concurrently with the development of the property when it is proposed. This criterion can be met.

E. For residential zone changes, the criteria listed in the purpose statement for the proposed zone shall be met.

Findings: The proposal does not involve a residential zone change. This criterion does not apply.

7.3.111.04 Zone Change Conditions

A. Imposition of Conditions. Approval of a zone change application may be conditioned to require provisions for buffering or provision of off-site public facilities. In order to impose conditions on a zone change, findings must be adopted showing that:

- 1. The zone change will allow uses more intensive than allowed in the current zone; and*
- 2. The conditions are reasonably related to impacts caused by development allowed in the proposed zone or to impacts caused by the specific development proposed on the subject property; and*
- 3. Conditions will serve a public purpose such as mitigating the negative impacts of allowed uses on adjacent properties; and*

Findings: As previously discussed, the existing Commercial Residential zone allows for similar range and intensity of uses as are allowed in the requested Commercial zone. The residential use currently allowed in the Commercial Residential zone will no longer be permitted outright in the Commercial zone. Staff observed that the area was originally zoned Commercial before the Commercial Residential zone was applied. The City Engineer has verified that public services are in place to serve future development. The adequacy of public facilities, services, and transportation networks will be evaluated as part of future Site Development Review. Comments from the City Engineer also describe the improvements the Applicant should anticipate providing as a condition of future development. Additional conditions of approval addressing Criteria 1-3 above are not warranted for this decision but should be anticipated with future development.

B. Conditions. Conditions that could meet the criteria in A., include, but are not limited to:

- 1. Dedication of right-of-way for public streets, utility easements, etc.; including additional right-of-way consistent with the requirements of an approved Transportation Plan.*

2. *Improvement of private roadways or public streets, including bike paths, curbs, and sidewalks.*
3. *Provision of storm drainage facilities.*
4. *Extension of public sewer, storm drain, and water service including oversizing to permit development on other lands.*
5. *Provision of fire suppression facilities and equipment.*
6. *Provision of transit and traffic control facilities.*
7. *Special building setbacks, orientation, landscaping, fencing, berming, and retention of natural vegetation.*
8. *Special locations for truck loading, parking, access routes, or any outdoor activity that could impact adjacent property.*
9. *Financial contributions to public agencies to offset increased costs for providing services or facilities related to the intensification of the use of the property.*

Findings: As previously discussed, the application does not include physical development. Therefore, there is no nexus to require these conditions as part of this application. Comments from the City Engineer describe the improvements the Applicant should anticipate providing as a condition of future development. Conditions for the purposes described in Sections B. 1 through 9 are not warranted at this time.

V. CONCLUSION

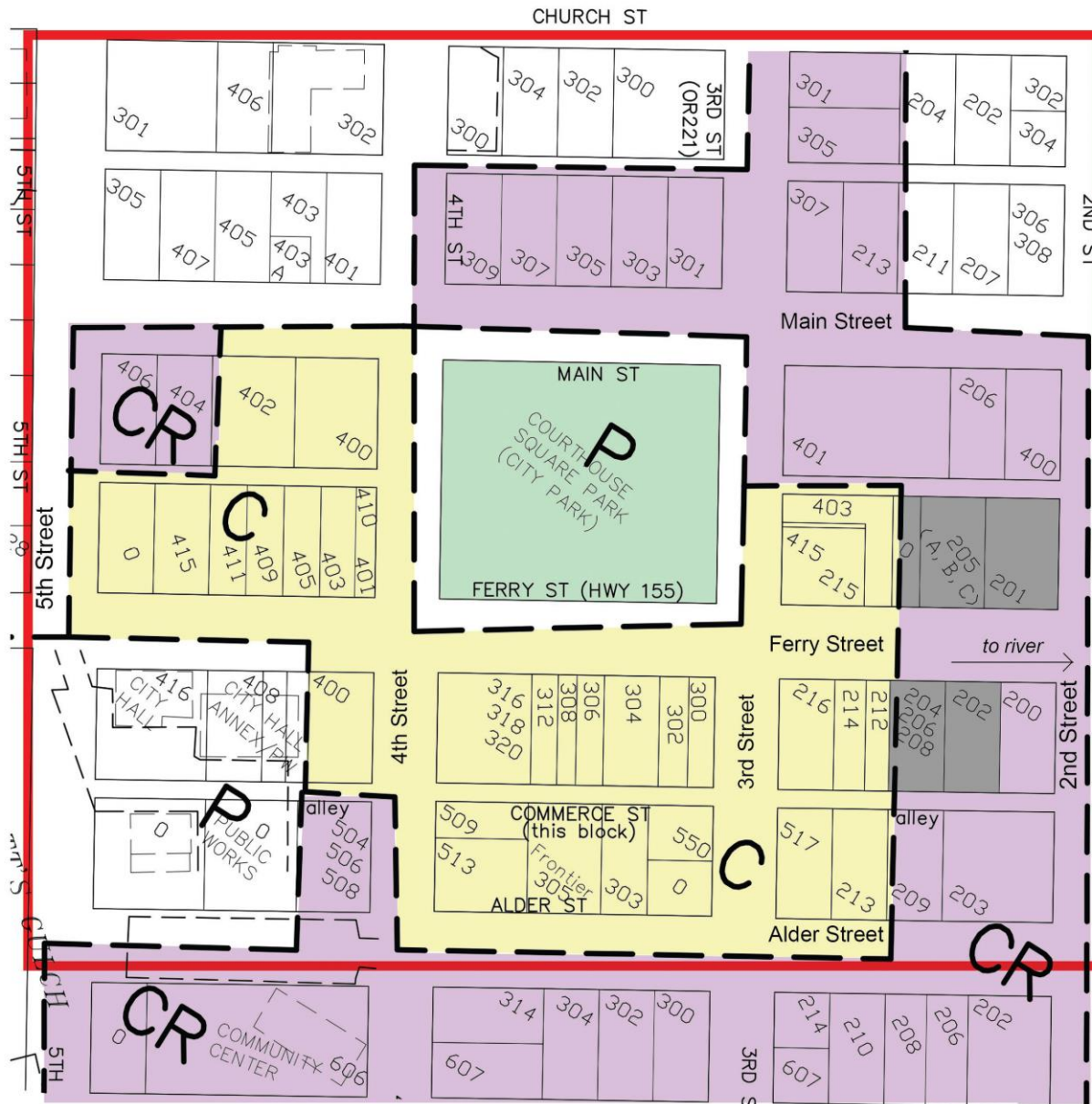
The application satisfies the approval criteria for a Zone Change under DLUDC 7.3.111.03.

VI. CITY COUNCIL ACTION – Sample Motions

A City Councilor may make a motion to either:

1. Adopt the staff report and recommend the City Council approve the Zone Change. A sample motion is:
I move the City Council to adopt the staff report and approve Zone Change 2023-06.
2. Adopt a revised staff report with changes by the City Council and recommend the City Council approve the revised amendments. A sample motion is:
I move the City Council to adopt a revised staff report with the following revisions...state the revisions...and recommend the City Council approve the revised amendments.
3. Recommend the City Council deny the proposed amendments. A sample motion is:
I move that the City Council deny the proposal for the following reasons...and state the reasons for the denial.
4. Continue the hearing to a date/time certain. A sample motion is:
I move the City Council to continue the hearing to a date (state the date) and time (state the time) to obtain additional information and state the information to be obtained.

EXHIBIT A



City of Dayton

Key

- Commerical zone
- Commercial-Residential Zone
- Twin Towers Properties **To be added to Commercial District**
- CBO - Central Business Area Overlay Zone



Paul M. Falsetto Architect

EXHIBIT B

Twin Towers, LLC
7401 SW Washo Ct. Suite 200
Tualatin, OR 97062

December 1, 2023

City of Dayton, Planning
PO Box 339
Dayton, OR 97114

Re: Application for Zone Change

Twin Towers LLC is proposing a zoning change for 3 properties currently zoned Commercial Residential (CR). We request that the zone be changed to a Commercial (C) zone, for purposes of developing a greater amount and type of commercial spaces in Dayton's downtown core. These three properties directly abut Courthouse Square Park and will allow for an increase in commercial space available in the area that is best set up for such development.

The proposed zone will allow for development of a future hotel. A development of this type complies with requirements in the Code and is consistent with the Dayton Comprehensive Plan land use classification.

We understand that Dayton currently has adequate public facilities and services to support additional commercial capacity in the downtown core. We do not anticipate an additional Commercial (C) zone exceeding demand.

The zone change proposed will allow for continuity in meeting land use and code requirements in the future development of the properties identified in this application. However, Twin Towers LLC is not proposing a formal development plan at this time. This will be proposed at a later date and subject to review for adequate public facilities, services and transportation networks in advance of development commencing.

Sincerely,



Wayne Marschall
Manager
Twin Towers, LLC



Zone Change Application

416 Ferry St - PO Box 339

Dayton OR 97114

Phone # (503) 864-2221

Fax # (503) 864-2956

www.daytonoregon.govcityofdayton@daytonoregon.gov

For City of Dayton use:

Date Application Received: <u>12/1/23</u>	Received By: <u>[Signature]</u>	File Number:
Public Hearing Date:		Fee Amount: <u>\$2,000</u>
Application Completed Date:	Application Approval Date:	

Name of Applicant: Twin Towers, LLCPhysical Address: 7401 SW Washo Ct. Suite 200 City: Tualatin ST: OR Zip: 97062Mailing Address: Same as above City: _____ ST: _____ Zip: _____Telephone Number: 971-241-2076 Cell Number: SameEmail Address: kellyjhaverkate@gmail.com

By signing below I certify that all the information and required documents are in all respects true and correct to best of my knowledge. I further understand that issuance of a permit based upon this application will not excuse me from complying with all City, County and State rules and regulations. I agree that it is my responsibility to comply with any conditions set forth in the approval, or any statutory requirements related to this request. Furthermore, I understand that I will be responsible to reimburse the City for any costs incurred on my behalf for planning, engineering, legal services, and city staff time over the base fee as related to my request.

Applicant Signature: W. Marshall Date: 11/22/2023

Parcel/Property # 1

Site Address or Location: 403 3rd St. Dayton, OR 97114 (All properties included in concurrent Property Line Adjustment application.)Nearest Cross Street: 3rd and Ferry StreetsMap & Tax Lot Number: R4317DA 03300, 03500, 03200, 03400 Square Footage or Acreage: 35,880 Sq FtCurrent Zoning: CR Proposed Zoning: CProperty Owner (If different) from Applicant: Same as applicantAddress: 7401 SW Washo Court, Suite 200 City: Tualatin ST: OR Zip: 97062Phone: 503-612-1563 Email Address: wayne.marshall@thetollergroup.comProperty Owner Signature: W. Marshall Date: 11/22/2023

I/We the above signed Property Owner(s), consent to the zone change of our property as shown on the attached plan map.

For Office Use

Fee: <u>\$2,000</u>	Deposit:	Amount Paid: <u>\$2,000</u>	Date Paid: <u>12/1/23</u>	Receipt # <u>15963</u>
Approved by: <input type="checkbox"/> City Manager <input type="checkbox"/> City Planner <input type="checkbox"/> Public Works Director <input type="checkbox"/> City Engineer <input type="checkbox"/> Fire Marshall/Chief				
Applicant Notification Date:		Comments:		
Additional Services Amount Billed:		Paid:	<input type="checkbox"/> Planner	
<input type="checkbox"/> Engineer		<input type="checkbox"/> Staff Time		<input type="checkbox"/> Other
Notes:				

SITE/LOCATION INFORMATION

Parcel/Property #2

Site Address or Location: 145 Ferry St. Dayton, OR 97114 (Vacant lot, no structures)
Nearest Cross Street: 2nd & Ferry Streets
Map & Tax Lot Number: R4317DA 05800 Square Footage or Acreage: 7,200 Sq Ft
Plan Designation: Current zoning CR Zoning: Requested zoning C
Property Owner: Same as applicant
Address: 7401 W Washo Court, Suite 200 City: Tualatin ST: OR Zip: 97062
Phone: 503-612-1563 Email Address: wayne.marschall@thetollergroup.com
Property Owner Signature: W. Marshall Date: 11/22/2023
I/We the above signed Property Owner(s), consent to the zone change of our property as shown on the attached plan map.

Parcel/Property #3

Site Address or Location: 204 Ferry St Dayton, OR 97114 (Vacant lot, no structures)
Nearest Cross Street: 2nd and Ferry Streets
Map & Tax Lot Number: R4317DA 05900 Square Footage or Acreage: 7,200 Sq ft.
Plan Designation: Current zoning CR Zoning: Requested zoning C
Property Owner: Same as applicant
Address: 7401 SW Washo Court, Suite 200 City: Tualatin ST: OR Zip: 97062
Phone: 503-612-1563 Email Address: wayne.marschall@thetollergroup.com
Property Owner Signature: W. Marshall Date: 11/22/2023
I/We the above signed Property Owner(s), consent to the zone change of our property as shown on the attached plan map.

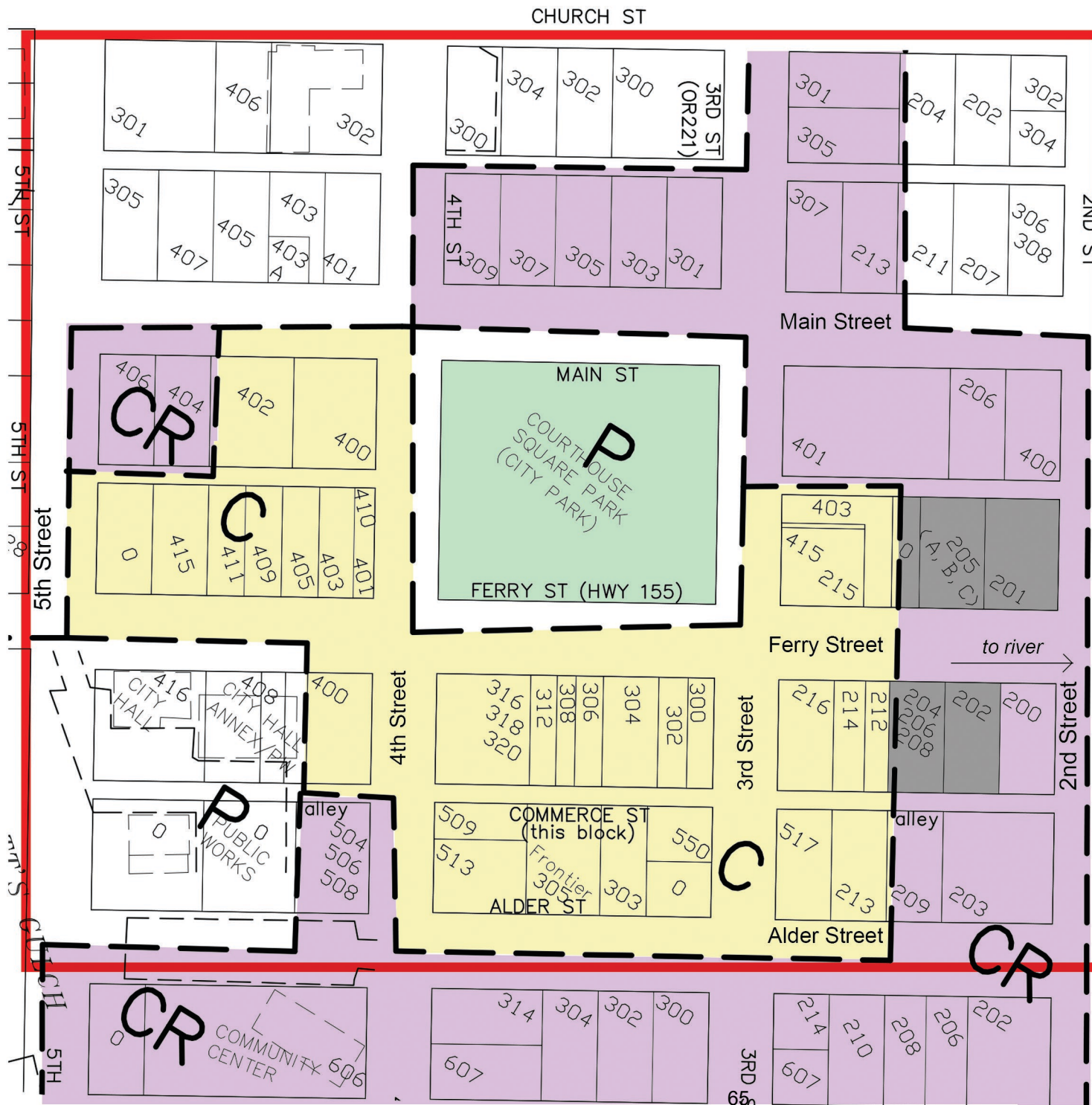
Parcel/Property #4

Site Address or Location: _____
Nearest Cross Street: _____
Map & Tax Lot Number: _____ Square Footage or Acreage: _____
Plan Designation: _____ Zoning: _____
Property Owner: _____
Address: _____ City: _____ ST: _____ Zip: _____
Phone: _____ Email Address: _____
Property Owner Signature: _____ Date: _____
I/We the above signed Property Owner(s), consent to the zone change of our property as shown on the attached plan map.

Parcel/Property #5

Site Address or Location: _____
Nearest Cross Street: _____
Map & Tax Lot Number: _____ Square Footage or Acreage: _____
Plan Designation: _____ Zoning: _____
Property Owner: _____
Address: _____ City: _____ ST: _____ Zip: _____
Phone: _____ Email Address: _____
Property Owner Signature: _____ Date: _____
I/We the above signed Property Owner(s), consent to the zone change of our property as shown on the attached plan map.

City of Dayton



Key

-  Commercial zone
-  Commercial-Residential Zone
-  Twin Towers Properties
-  CBO - Central Business Area Overlay Zone





320 Church St. NE, Salem, OR 97301
PHONE (503)581-1431 FAX (503)364-8716

STATUS OF RECORD TITLE

FSBO

November 20, 2023

Title Number: 615158AM

Title Officer: Carlee Novak

Fee: \$200.00

Your Reference No. 145 Ferry Street

We have searched the status of record title as to the following described property:

Lot 145, ORIGINAL TOWN OF DAYTON, Yamhill County, Oregon.

Vestee:

Twin Towers, LLC, an Oregon limited liability company

and dated as of **November 18, 2023** at 7:30 a.m.

Said property is subject to the following on record matters:

Tax Information:

Taxes assessed under Code No. 8.0 Account No. 115734 Map No. R4317DA 05800

NOTE: The 2023-2024 Taxes: \$2,489.11, are Paid

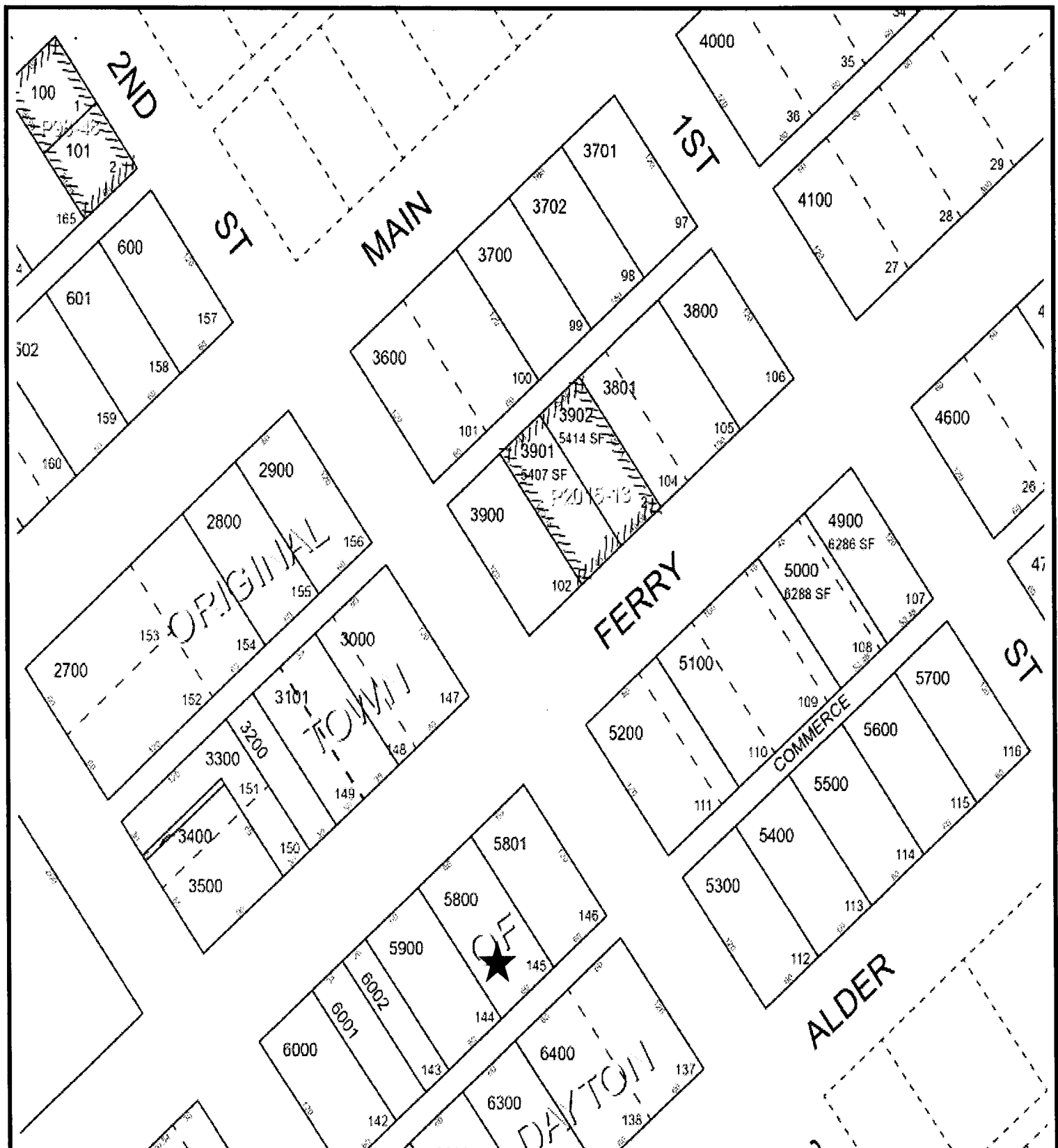
1. City liens, if any, of the City of Dayton.
(No inquiry has been made. If no search is requested, this exception will remain in the policy. A charge of \$25.00 per account will be added if a search is requested)
2. The property lies within and is subject to the levies and assessments of the Yamhill Soil and Water Conservation District.
3. Effect, if any, of a Easement,
From: Curtis A. and Mary F. Huber
To: Thomas C. Torrence
Recorded: December 1, 1977
Instrument No.: Film: 125 Page: 33

Amended by instrument,
Recorded: May 31, 2019
Instrument No.: 2019-06919
4. Unrecorded leaseholds, if any, and the rights of vendors and holders of security interest in personal property of tenants to remove said personal property at the expiration of the term.

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

THIS IS NOT A TITLE REPORT, A COMMITMENT TO ISSUE TITLE INSURANCE OR A GUARANTEE OF ANY KIND. No liability is assumed with this report. The fee charged for this service does not include supplemental reports or other services. Further dissemination of the information in this report in a form purporting to insure title to the herein described land is prohibited by law.

"Superior Service with Commitment and Respect for Customers and Employees"



**145 Ferry Street
Dayton, OR 97114**

THIS MAP IS FURNISHED AS AN ACCOMMODATION STRICTLY FOR THE PURPOSES OF GENERALLY LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREOF



320 Church St. NE, Salem, OR 97301
PHONE (503)581-1431 FAX (503)364-8716

STATUS OF RECORD TITLE

FSBO
November 21, 2023
Title Number: 615167AM
Title Officer: Michele Harris
Fee: \$200.00
Your Reference No. 201 Ferry Street

We have searched the status of record title as to the following described property:

See attached Exhibit 'A'

Vestee:

Twin Towers, LLC, an Oregon limited liability company

and dated as of **November 17, 2023** at 7:30 a.m.

Said property is subject to the following on record matters:

Tax Information:

Taxes assessed under Code No. 8.0 Account No. 115422 Map No. 04S-03W-17DA 3000

NOTE: The 2023-2024 Taxes: \$2,446.42, are Paid

1. City liens, if any, of the City of Dayton.
2. The property lies within and is subject to the levies and assessments of the Yamhill Soil and Water Conservation District.
3. Right, title and interest of the public in and to those portions of the Land lying within roads, streets or highways.

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

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"Superior Service with Commitment and Respect for Customers and Employees"

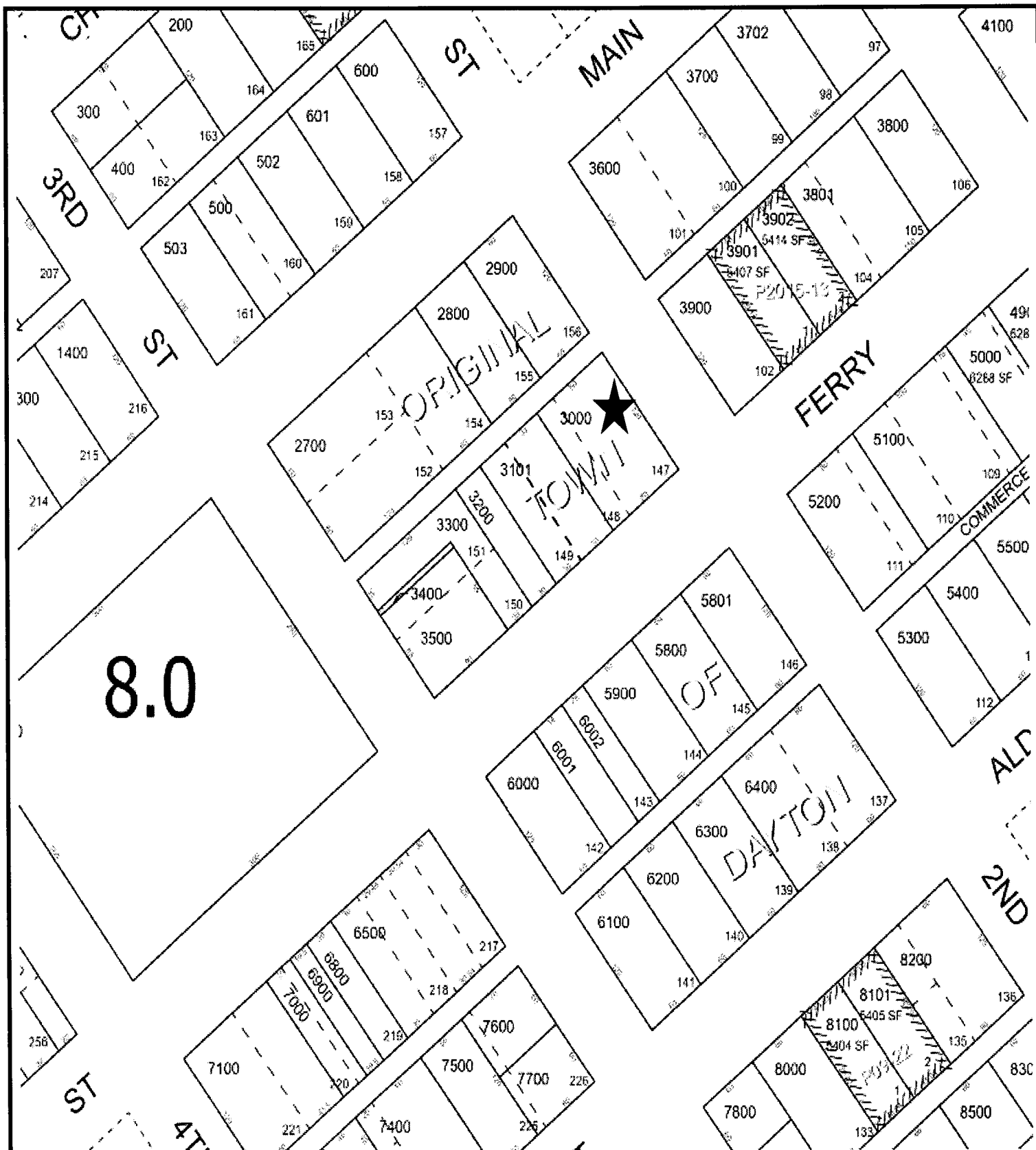
EXHIBIT 'A'

File No. 615167AM

PARCEL1: Lot 147 in the TOWN OF DAYTON in Yamhill County, Oregon.

PARCEL 2: A portion of Lot 148 in the TOWN OF DAYTON in Yamhill County, Oregon, more particularly described as follows:

COMMENCING on the North line of Ferry Street at the corner of Lots 147 and 148; thence Southwesterly along the North line of Ferry Street, 20 feet; thence Northwesterly and parallel to the line between Lots 147 and 148, 120 feet to the most Northerly line of said Lot 148; thence Northeasterly along said Northerly line of said Lot 148, 20 feet to the most Northeasterly corner of said Lot 148; thence Southeasterly along the line between Lots 147 and 148, 120 feet to the place of beginning.



**R4317DA 3000, 201 Ferry Street
Dayton, OR 97114**

THIS MAP IS FURNISHED AS AN ACCOMMODATION STRICTLY FOR THE PURPOSES OF GENERALLY LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREOF



320 Church St. NE, Salem, OR 97301
PHONE (503)581-1431 FAX (503)364-8716

To: FSBO

Attn: Kelly Haverkate – Property
Manager

Your File No.: 205 Ferry Street

Date: November 21, 2023

Order No. 615166AM

Reference: 205 Ferry Street
Dayton, OR 97114

We have enclosed our Status of Record Report pertaining to order number 615166AM.

Thank you for the opportunity to serve you. Your business is appreciated!

If you have any questions or need further assistance, please do not hesitate to contact your Title Officer listed below.

Sincerely,

Carlee Novak

carlee.novak@amerititle.com

Title Officer

NOTICE: Please be aware that, due to the conflict between federal and state laws concerning the legality of the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving land that is associated with these activities.



320 Church St. NE, Salem, OR 97301
PHONE (503)581-1431 FAX (503)364-8716

STATUS OF RECORD TITLE

FSBO

November 21, 2023
Title Number: 615160AM
Title Officer: Holly Noble
Fee: \$200.00

Your Reference No. 204 Ferry Street

We have searched the status of record title as to the following described property:

See attached Exhibit 'A'

Vestee:

Twin Towers, LLC, an Oregon limited liability

and dated as of **November 17, 2023** at 7:30 a.m.

Said property is subject to the following on record matters:

1. City liens, if any, of the City of Dayton.
(No inquiry has been made. If no search is requested, this exception will remain in the policy. A charge of \$25.00 per account will be added if a search is requested)
2. The property lies within and is subject to the levies and assessments of the Yamhill Soil and Water Conservation District.
3. An easement including the terms and provisions thereof, affecting the portion of said Land and for the purposes stated therein as set forth in instrument:
Recorded: December 10, 1977
Instrument No.: Volume: 125 Page: 33
4. Ordinance 629 City of Dayton, Oregon, including the terms and provisions thereof,
Recorded: January 11, 2016
Instrument No.: 2016-00345
5. An easement including the terms and provisions thereof, affecting the portion of said Land and for the purposes stated therein as set forth in instrument
Recorded: May 31, 2019
Instrument No.: 2019-06919
Book: , Page:
6. Unrecorded leaseholds, if any, and the rights of vendors and holders of security interest in personal property of tenants to remove said personal property at the expiration of the term.

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

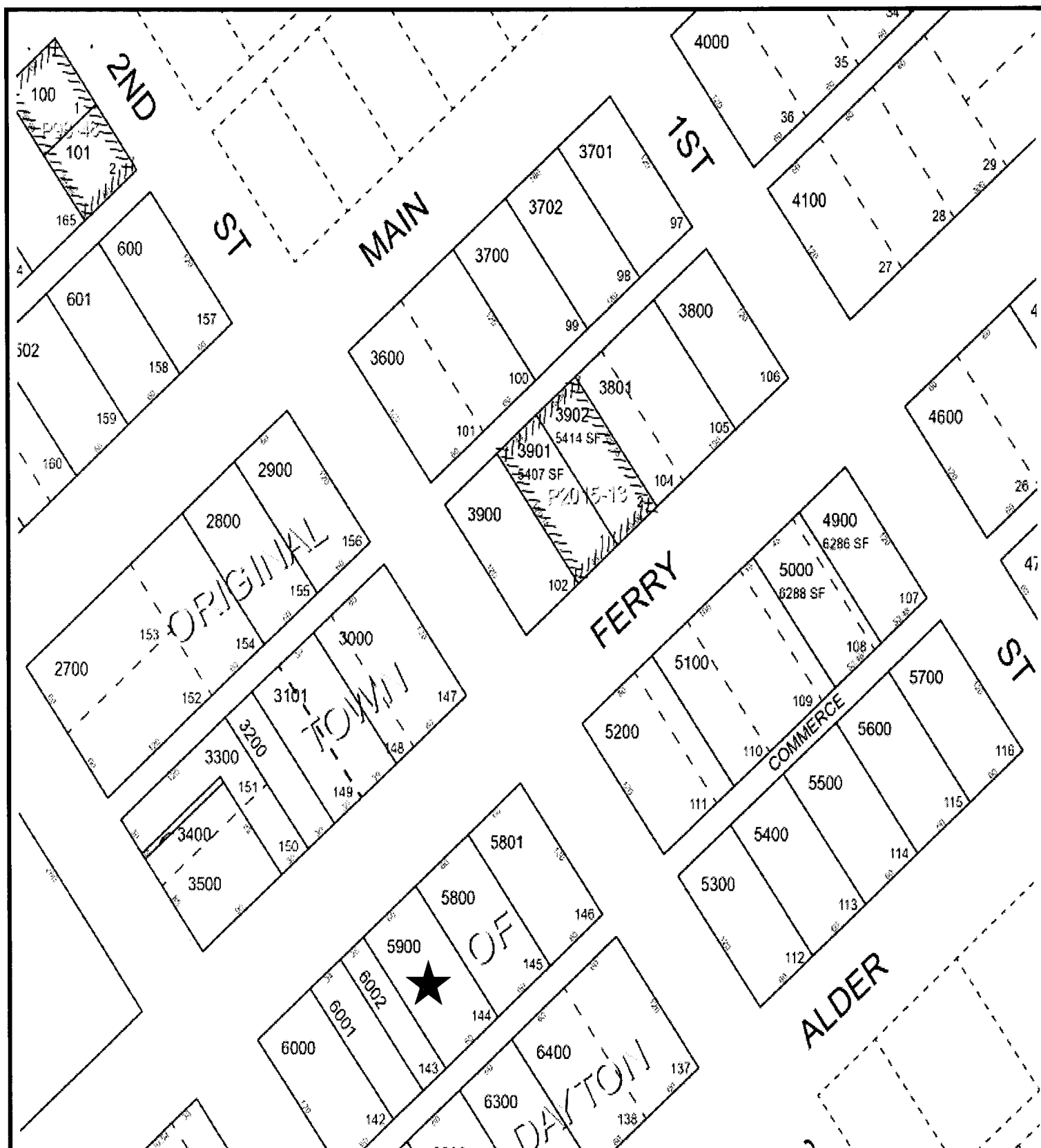
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"Superior Service with Commitment and Respect for Customers and Employees"

EXHIBIT 'A'

File No. 615160AM

Lot 144, TOWN OF DAYTON, County of Yamhill, State of Oregon.



**R4317DA 5900, 204 Ferry Street
Dayton, OR 97114**

THIS MAP IS FURNISHED AS AN ACCOMMODATION STRICTLY FOR THE PURPOSES OF GENERALLY LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREOF



320 Church St. NE, Salem, OR 97301
PHONE (503)581-1431 FAX (503)364-8716

STATUS OF RECORD TITLE

FSBO

November 22, 2023

Title Number: 615166AM

Title Officer: Carlee Novak

Fee: \$200.00

Your Reference No. 205 Ferry Street

We have searched the status of record title as to the following described property:

A portion of Lots 148 and 149 of the ORIGINAL TOWN OF DAYTON, in the City of Dayton at the most Southerly corner of that tract of land conveyed to Mike Griffith, by Deed recorded March 28, 1978 in Film Volume 127, Page 1645, Deed and Mortgage Records, said point also being the most Easterly corner of a tract of land sold by Yamhill County to C. C. Munford et ux., in Deed recorded August 3, 1970 in Film Volume 80, Page 996, Deed and Mortgage Records and the True Point of Beginning of the property to be described herein; thence Northwesterly along the line common to the said Griffith and Munford tracts, a distance of 120 feet to a point on the North line of Lot 149, ORIGINAL TOWN OF DAYTON and on the South line of a 20 foot wide alley; thence Northeasterly along the North line of Lots 149 and 148. ORIGINAL TOWN OF DAYTON, a distance of 31 feet to a point; thence Southerly parallel with the line common to the said Griffith and Munford tracts, a distance of 120 feet to a point on the North line of Ferry Street; thence Southwesterly along the North line of Ferry Street and the South line of Lots 148 and 149, ORIGINAL TOWN OF DAYTON, a distance of 31 feet to the True Point of Beginning.

ALSO, the following described tract of land:

A tract of land in the City of Dayton, in Yamhill County, Oregon, and being a portion of Lot 148 in the Town of Dayton, more particularly described as follows:

BEGINNING at the most Westerly corner of that tract of land conveyed to Austin D. Cottam et ux. , by Deed recorded June 17, 1976 in Film Volume 112, Page 1936, Deed and Mortgage Records, said point also being the most Northerly corner of that tract of land conveyed to Mike Griffith, by Deed recorded March 28, 1978 in Film Volume 127, Page 1645, Deed and Mortgage Records, and the True Point of Beginning of the property to be described herein; thence Southeasterly along the line common to the said Cottam and Griffith tracts, a distance of 120 feet to the North line of Ferry Street; thence Southwesterly along the North line of Ferry Street, a distance of 39 feet to a point; thence Northwesterly parallel with the line common to the said Cottam and Griffith tracts, a distance of 120 feet to a point on the North line of Lot 148 In the Town of Dayton and on the South line of a 20 foot wide alley; thence Northwesterly along the North line of Lot 148, a distance of 39 feet to the True Point of Beginning, the property described herein also being known as the Easterly 39 feet of even width of the said Griffith property, as described in Deed recorded March 28, 1978 in Film Volume 127, Page 1645, Deed and Mortgage Records.

Vestee:

Twin Towers, LLC, an Oregon limited liability company

and dated as of **November 17, 2023** at 7:30 a.m.

Said property is subject to the following on record matters:

Tax Information:

Taxes assessed under Code No. 8.0 Account No. 403780 Map No. R4317DA 03101

NOTE: The 2023-2024 Taxes: \$2,881.11, are Paid

1. City liens, if any, of the City of Dayton.
(No inquiry has been made. If no search is requested, this exception will remain in the policy. A charge of \$25.00 per account will be added if a search is requested)
2. The property lies within and is subject to the levies and assessments of the Yamhill Soil and Water Conservation District.
3. Agreement for Easement, including the terms and provisions thereof,
Recorded: June 1, 1997
Instrument No.: Film: 213 Page: 1464
4. An easement including the terms and provisions thereof, affecting the portion of said Land and for the purposes stated therein as set forth in instrument:
Granted To: Oregon Department of Environmental Quality
Recorded: January 25, 2011
Instrument No.: 2011-01160
5. Unrecorded leaseholds, if any, and the rights of vendors and holders of security interest in personal property of tenants to remove said personal property at the expiration of the term.

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

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"Superior Service with Commitment and Respect for Customers and Employees"



320 Church St. NE, Salem, OR 97301
PHONE (503)581-1431 FAX (503)364-8716

STATUS OF RECORD TITLE

FSBO

November 21, 2023
Title Number: 615161AM
Title Officer: Whitney Estes
Fee: \$200.00

Your Reference No. 403 3rd Street

We have searched the status of record title as to the following described property:

See attached Exhibit 'A'

Vestee:

Twin Towers, LLC, an Oregon Limited Liability Company

and dated as of **November 21, 2023** at 7:30 a.m.

Said property is subject to the following on record matters:

Tax Information:

Taxes assessed under Code No. 8.0 Account No. 115440 Map No. R4317DA 03200

NOTE: The 2023-2024 Taxes: \$138.37, are Paid

Taxes assessed under Code No. 8.0 Account No. 115459 Map No. R4317DA 03300

NOTE: The 2023-2024 Taxes: \$530.54, are Paid

Taxes assessed under Code No. 8.0 Account No. 115468 Map No. R4317DA 03400

NOTE: The 2023-2024 Taxes: \$17.30, are Paid

Taxes assessed under Code No. 8.0 Account No. 115477 Map No. R4317DA 03500

NOTE: The 2023-2024 Taxes: \$294.29, are Paid

1. City liens, if any, of the City of Dayton.
(No inquiry has been made. If no search is requested, this exception will remain in the policy. A charge of \$25.00 per account will be added if a search is requested)
2. The property lies within and is subject to the levies and assessments of the Yamhill Soil and Water Conservation District.
3. Right, title and interest of the public in and to those portions of the Land lying within roads, streets or highways.

4. Reservation of Oil, gas, minerals, or other hydrocarbons and geothermal resources, including the terms and provisions contained therein, in deed from Chevron U.S.A. Inc., a California corporation.
Recorded: March 15, 1978
Instrument No.: Film Volume: 138 Page: 97
The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
5. An easement including the terms and provisions thereof, affecting the portion of said Land and for the purposes stated therein as set forth in instrument:
Granted To: The Secretary of Housing and Urban Development, his/her successors and assigns
Recorded: June 1, 1997
Instrument No.: Film Volume: 213 Page: 1464
6. An easement including the terms and provisions thereof, affecting the portion of said Land and for the purposes stated therein as set forth in instrument:
Granted To: Oregon Department of Environmental Quality
Recorded: January 25, 2011
Instrument No.: 2011-01160
7. Rights of tenants under existing leases or tenancies.
8. Personal property taxes, if any.

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

NOTE: This report does not include a search for financing statements filed in the office of the Secretary of State in this or any other State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a financing statement is filed in the office of the County Clerk (Recorder) covering fixtures on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system by recorded lot and block.

THIS IS NOT A TITLE REPORT, A COMMITMENT TO ISSUE TITLE INSURANCE OR A GUARANTEE OF ANY KIND. No liability is assumed with this report. The fee charged for this service does not include supplemental reports or other services. Further dissemination of the information in this report in a form purporting to insure title to the herein described land is prohibited by law.

"Superior Service with Commitment and Respect for Customers and Employees"

EXHIBIT 'A'

File No. 615161AM

PARCEL 1: The South Half of Lot 149, ORIGINAL TOWN OF DAYTON in Yamhill County, State of Oregon.

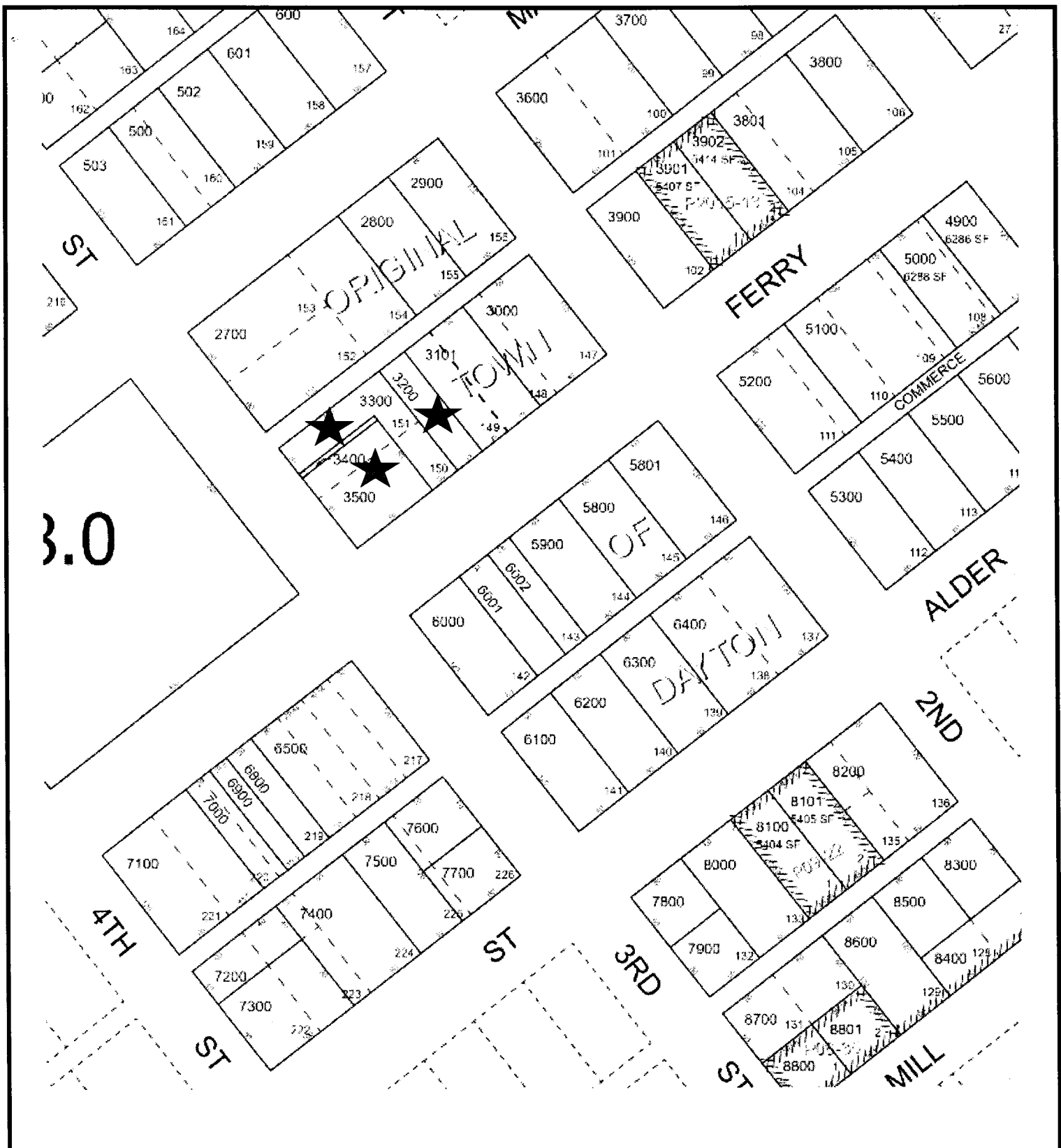
PARCEL 2: Beginning at a point on the Southeasterly line of Lot 150, 30 feet Southwesterly from the Southeasterly corner of said Lot 150; running thence Northwesterly parallel with the Northeasterly line of Lot 150, 90 feet; thence Southwesterly parallel with the Northwesterly line of Lot 151, 90 feet to the Southwesterly line of Lot 151; thence Northwesterly 30 feet to the Northwest corner of Lot 151; thence Northeasterly along the Northwesterly line of Lot 151, 120 feet to the Northeasterly corner of said Lot; thence Southeasterly along the Northeasterly line of Lot 151 and 150, 120 feet to the Northeasterly corner of Lot 150; thence Southwesterly along the Southeasterly line of Lot 150, 30 feet to the Point of Beginning, the same being a piece of land 30 feet in width across the Northeasterly end of Lots 150 and 151 and along the Northwesterly side of Lot 151, all in the Town of DAYTON in Yamhill County, Oregon.

PARCEL 3: A portion of Lots 150 and 151 in the ORIGINAL TOWN OF DAYTON in Yamhill County, Oregon, described as follows;

BEGINNING at the Southwesterly corner of Lot 150 in the CITY OF DAYTON, in Yamhill County, Oregon, and running thence Northwesterly 85 feet along the Easterly line of Third Street in said City of Dayton; thence Northeasterly parallel with the Northerly line of said Ferry Street, 90 feet; running thence Southeasterly, parallel with the said Easterly line of Third Street 85 feet to the said Northerly line of Ferry Street and thence Southwesterly along the said Northerly line of Ferry Street to the point of beginning, being a part of Lots 150 and 151 of the said CITY OF DAYTON, Yamhill County, Oregon.

PARCEL 4: A portion of Lot 151 in the ORIGINAL TOWN OF DAYTON in Yamhill County, Oregon, being more particularly described as follows;

BEGINNING at a point 30 feet Southeasterly from the most Westerly corner of Lot 151 in said ORIGINAL TOWN OF DAYTON; thence Southeasterly 5 feet along the Easterly line of 3rd Street; thence Northeasterly, parallel with the Northerly line of Ferry Street 90 feet; thence Northwesterly 5 feet; thence Southwesterly, parallel with the Northerly line of Ferry Street, 90 feet to the Point of Beginning.



**R4317DA 3300. 3500. 3200. 3400, 403 3rd
Street
Dayton, OR 97114**

THIS MAP IS FURNISHED AS AN ACCOMMODATION STRICTLY FOR THE PURPOSES OF GENERALLY LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREOF

After recording, return to
(File No. 4-00011)

Jamieson Law Firm
2121 Front Street NE
Salem, OR 97301

Until a change is requested, all tax statements
shall be sent to the following address:

No change

Yamhill County Official Records		201906919
DMR-DDMR		05/31/2019 03:20:00 PM
Stn=3 SUTTONS		
3Pgs \$15.00 \$11.00 \$5.00 \$60.00		\$91.00
I, Brian Van Bergen, County Clerk for Yamhill County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.		
Brian Van Bergen - County Clerk		

STATUTORY QUITCLAIM DEED (93.865)

Twin Towers, LLC, an Oregon limited liability company, as successor in interest to Thomas C. Torrence, Grantor, releases and quitclaims to Barton Scott Meaders and Tracie Leann Meaders, successors in interest to Curtis A. and Mary F. Huber, Grantee, all of Grantor's right, title and interest in and to the easement benefitting Grantor's property described on Exhibit A, burdening Grantees' property described on Exhibit A, and recorded on December 1, 1977 at Book 125, Page 033, Deed Records of Yamhill County, Oregon (the "Property").

The true and actual consideration for this transfer in terms of dollars is \$0; however, the true and actual consideration consists, in whole or part, of other property or value given.

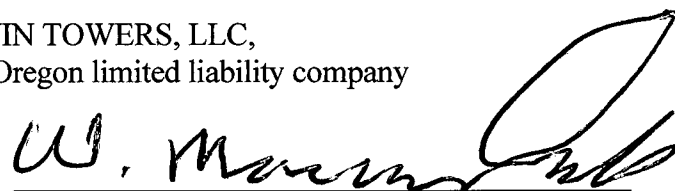
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this 24th day of May, 2019.

NOTE: FIRST AMERICAN TITLE
IS RECORDING THIS DOCUMENT AS AN
ACCOMMODATION TO CLIENT ONLY AND
WILL NOT ASSUME ANY RESPONSIBILITY
AS TO ITS VALIDITY.

TWIN TOWERS, LLC,
an Oregon limited liability company

By:



Wayne Marschall, Manager

After recording, return to
(File No. 4-00011)

Jamieson Law Firm
Attn: Eric Jamieson
3550 Liberty Street S., Suite 290
Salem, OR 97302

Until a change is requested, all tax statements
shall be sent to the following address:

Twin Towers, LLC
7401 SW Washo Court, Suite 200
Tualatin, OR 97062

OFFICIAL YAMHILL COUNTY RECORDS
BRIAN VAN BERGEN, COUNTY CLERK

202122094



00625973202100220940030033

\$91.00

11/08/2021 12:52:13 PM

DMR-DDMR Cnt=1 Stn=6 MILLSA
\$15.00 \$5.00 \$11.00 \$60.00

STATUTORY WARRANTY DEED

(ORS 93.850)

Dayton Properties, LLC, an Oregon limited liability company, Grantor, conveys and warrants to Twin Towers, LLC, an Oregon limited liability company, Grantee, the following described real property situated in Yamhill County, State of Oregon, free of encumbrances except as specifically set forth herein:

PARCEL 1: Lot 147 in the TOWN OF DAYTON in Yamhill County, Oregon.

PARCEL 2: A portion of Lot 148 in the TOWN OF DAYTON in Yamhill County, Oregon, more particularly described as follows:

COMMENCING on the North line of Ferry Street at the corner of Lots 147 and 148; thence Southwesterly along the North line of Ferry Street, 20 feet; thence Northwesterly and parallel to the line between Lots 147 and 148, 120 feet to the most Northerly line of said Lot 148; thence Northeasterly along said Northerly line of said Lot 148, 20 feet to the most Northeasterly corner of said Lot 148; thence Southeasterly along the line between Lots 147 and 148, 120 feet to the place of beginning.

The true and actual consideration for this transfer in terms of dollars is \$0; however, the true and actual consideration consists, in whole or part, of other property or value given. This transfer is intended as a tax-free transfer by Grantor to the owner of Grantor.

SUBJECT TO:

1. Proceedings by a public agency which may result in taxes or assessments or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Easements, liens, encumbrances, interests, or claims thereof which are not shown by the public records; any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of

STATUTORY WARRANTY DEED

persons in possession thereof.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose and which are not shown by the public records.
4. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets, highways, or right-of ways.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water, whether or not shown by the public records.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this 3rd day of November, 2021.

DAYTON PROPERTIES, LLC,
an Oregon limited liability company

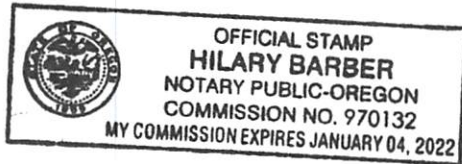
By: 

Eric W. Jamieson, Manager

Notary jurat on following page

STATE OF OREGON)
) ss.
County of Marion)

This instrument was acknowledged before me on November 3, 2021, by Eric W. Jamieson as Manager of Dayton Properties, LLC.



Hilary Barber
NOTARY PUBLIC FOR OREGON
My Commission Expires: 01/04/22

STATUTORY WARRANTY DEED

TICOR Title Insurance Company

Grantor: Gene H. Belt
Grantee: Twin Towers, LLC

Until a change is requested, all tax statements shall be sent to the following address:
Twin Towers, LLC
7401 SW Washo Ct., Ste 200
Tualatin OR 97062-8343

After Recording return to:
Twin Towers, LLC
7401 SW Washo Ct., Ste 200
Tualatin OR 97062-8343

Escrow No. 915282 LLF
Title No. 915282

THIS SPACE RESERVED FOR RECORDER'S USE

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK

200727223



\$26.00

00289692200700272230010012

12/28/2007 03:12:17 PM

DMR-DDMR Cnt=1 Stn=2 ANITA
\$5.00 \$10.00 \$11.00

GENE H. BELT, Grantor, conveys and warrants to TWIN TOWERS, LLC, AN OREGON LIMITED LIABILITY COMPANY, Grantee, the following described real property free of encumbrances except as specifically set forth herein situated in Yamhill County, Oregon, to wit:

Lot 144, TOWN OF DAYTON, County of Yamhill, State of Oregon.

The said property is free from encumbrances except:

- 1 Rights of the public in and to that portion lying within streets, roads and highways.
- 2 TOGETHER WITH an easement created by instrument recorded December 1, 1977 in Film Volume 125, Page 33, Deed and Mortgage Records of Yamhill County, Oregon.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

The true consideration for this conveyance is \$150,000.00. (Here comply with the requirements of ORS 93.030).

Dated this 28 day of December, 2007.

Gene H. Belt
Gene H. Belt

State: OR
County: Yamhill

The foregoing instrument was acknowledged before me this 28 day of December, 2007 by:

Gene H. Belt



Linda L. Finn

Notary Public

My Commission Expires: 2/6/2008

STATUTORY WARRANTY DEED

Grantor: Nelson L. Hoopman

Grantee: Twin Towers, LLC

Until a change is requested, all tax statements shall be sent to the following address:
Twin Towers, LLC
7401 SW Washo Ct., Suite 200
Tualatin OR 97062

After Recording return to:
Twin Towers, LLC
7401 SW Washo Ct., Suite 200
Tualatin OR 97062

Escrow No. 904939 LLF
Title No. 904939

THIS SPACE RESERVED FOR RECORDER'S USE

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK

200720568



\$36.00

00281758200700205680030039

09/18/2007 10:17:56 AM

DMR-DDMR Cnt=1 Stn=2 ANITA
\$15.00 \$10.00 \$11.00

NELSON L. HOOPMAN, ALSO KNOWN AS NELSON HOOPMAN AND GINATH HOOPMAN, AS TENANTS BY THE ENTIRETY, Grantor, conveys and warrants to TWIN TOWERS, LLC, AN OREGON LIMITED LIABILITY COMPANY, Grantee, the following described real property free of encumbrances except as specifically set forth herein situated in Yamhill County, Oregon, to wit:

See Attached Legal Description!

The said property is free from encumbrances except: Rghts of the public in and to that portion lying within streets, roads and highways; Reservations, including the terms and provisions thereof in Deed recorded March 15, 1978, FV 138, Pg 97, Deed and Mortgage Records; Utility Easement recorded June 1, 1987, FV 213, Pg 1464, Deed and Mortgage Records. 2007/2008 taxes a lien due but not yet payable.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

The true consideration for this conveyance is \$500,000.00. (Here comply with the requirements of ORS 93.030).

Dated this 17th day of September, 2007.

Nelson Hoopman
Nelson L. Hoopman
Ginath Hoopman
Ginath Hoopman

State: OR
County: Yamhill

The foregoing instrument was acknowledged before me this 17th day of September, 2007 by:

Nelson L. Hoopman and Ginath Hoopman

Linda L. Finn
Notary Public
My Commission Expires: 2/6/2008



YAMHILL TITLE PLANT

829 N. Hwy 99 West
P.O. Box 267 • McMinnville OR 971280267
(503) 472-6101 • FAX: (503) 434-5311

REFERENCE ORDER NUMBER: 904939

PARCEL 1: A portion of Lots 148 and 149 of the ORIGINAL TOWN OF DAYTON, in the City of Dayton at the most Southerly corner of that tract of land conveyed to Mike Griffith, by Deed recorded March 28, 1978 in Film Volume 127, Page 1645, Deed and Mortgage Records, said point also being the most Easterly corner of a tract of land sold by Yamhill County to C. C. Munford et ux., in Deed recorded August 3, 1970 in Film Volume 80, Page 996, Deed and Mortgage Records and the True Point of Beginning of the property to be described herein; thence Northwesterly along the line common to the said Griffith and Munford tracts, a distance of 120 feet to a point on the North line of Lot 149, ORIGINAL TOWN OF DAYTON and on the South line of a 20 foot wide alley; thence Northeasterly along the North line of Lots 149 and 148, ORIGINAL TOWN OF DAYTON, a distance of 31 feet to a point; thence Southerly parallel with the line common to the said Griffith and Munford tracts, a distance of 120 feet to a point on the North line of Ferry Street; thence Southwesterly along the North line of Ferry Street and the South line of Lots 148 and 149, ORIGINAL TOWN OF DAYTON, a distance of 31 feet to the True Point of Beginning.

ALSO, the following described tract of land:

A tract of land in the City of Dayton, in Yamhill County, Oregon, and being a portion of Lot 148 in the Town of Dayton, more particularly described as follows:

BEGINNING at the most Westerly corner of that tract of land conveyed to Austin D. Cottam et ux., by Deed recorded June 17, 1976 in Film Volume 112, Page 1936, Deed and Mortgage Records, said point also being the most Northerly corner of that tract of land conveyed to Mike Griffith, by Deed recorded March 28, 1978 in Film Volume 127, Page 1645, Deed and Mortgage Records, and the True Point of Beginning of the property to be described herein; thence Southeasterly along the line common to the said Cottam and Griffith tracts, a distance of 120 feet to the North line of Ferry Street; thence Southwesterly along the North line of Ferry Street, a distance of 39 feet to a point; thence Northwesterly parallel with the line common to the said Cottam and Griffith tracts, a distance of 120 feet to a point on the North line of Lot 148 In the Town of Dayton and on the South line of a 20 foot wide alley; thence Northwesterly along the North line of Lot 148, a distance of 39 feet to the True Point of Beginning, the property described herein also being known as the Easterly 39 feet of even width of the said Griffith property, as described in Deed recorded March 28, 1978 in Film Volume 127, Page 1645, Deed and Mortgage Records.

PARCEL 2: The South Half of Lot 149, ORIGINAL TOWN OF DAYTON in Yamhill County, State of Oregon.

PARCEL 3: Beginning at a point on the Southeasterly line of Lot 150, 30 feet Southwesterly from the Southeasterly corner of said Lot 150; running thence Northwesterly parallel with the Northeasterly line of Lot 150, 90 feet; thence Southwesterly parallel with the Northwesterly line of Lot 151, 90 feet to the Southwesterly line of Lot 151; thence Northwesterly 30 feet to the Northwest corner of Lot 151; thence Northeasterly along the Northwesterly line of Lot 151, 120 feet to the Northeasterly corner of said Lot; thence Southeasterly along the Northeasterly line of Lot 151 and 150, 120 feet to the Northeasterly

corner of Lot 150; thence Southwesterly along the Southeasterly line of Lot 150, 30 feet to the Point of Beginning, the same being a piece of land 30 feet in width across the Northeasterly end of Lots 150 and 151 and along the Northwesterly side of Lot 151, all in the Town of DAYTON in Yamhill County, Oregon.

PARCEL 4: A portion of Lots 150 and 151 in the ORIGINAL TOWN OF DAYTON in Yamhill County, Oregon, described as follows:

BEGINNING at the Southwesterly corner of Lot 150 in the CITY OF DAYTON, in Yamhill County, Oregon, and running thence Northwesterly 85 feet along the Easterly line of Third Street in said City of Dayton; thence Northeasterly parallel with the Northerly line of said Ferry Street, 90 feet; running thence Southeasterly, parallel with the said Easterly line of Third Street 85 feet to the said Northerly line of Ferry Street and thence Southwesterly along the said Northerly line of Ferry Street to the point of beginning, being a part of Lots 150 and 151 of the said CITY OF DAYTON, Yamhill County, Oregon.

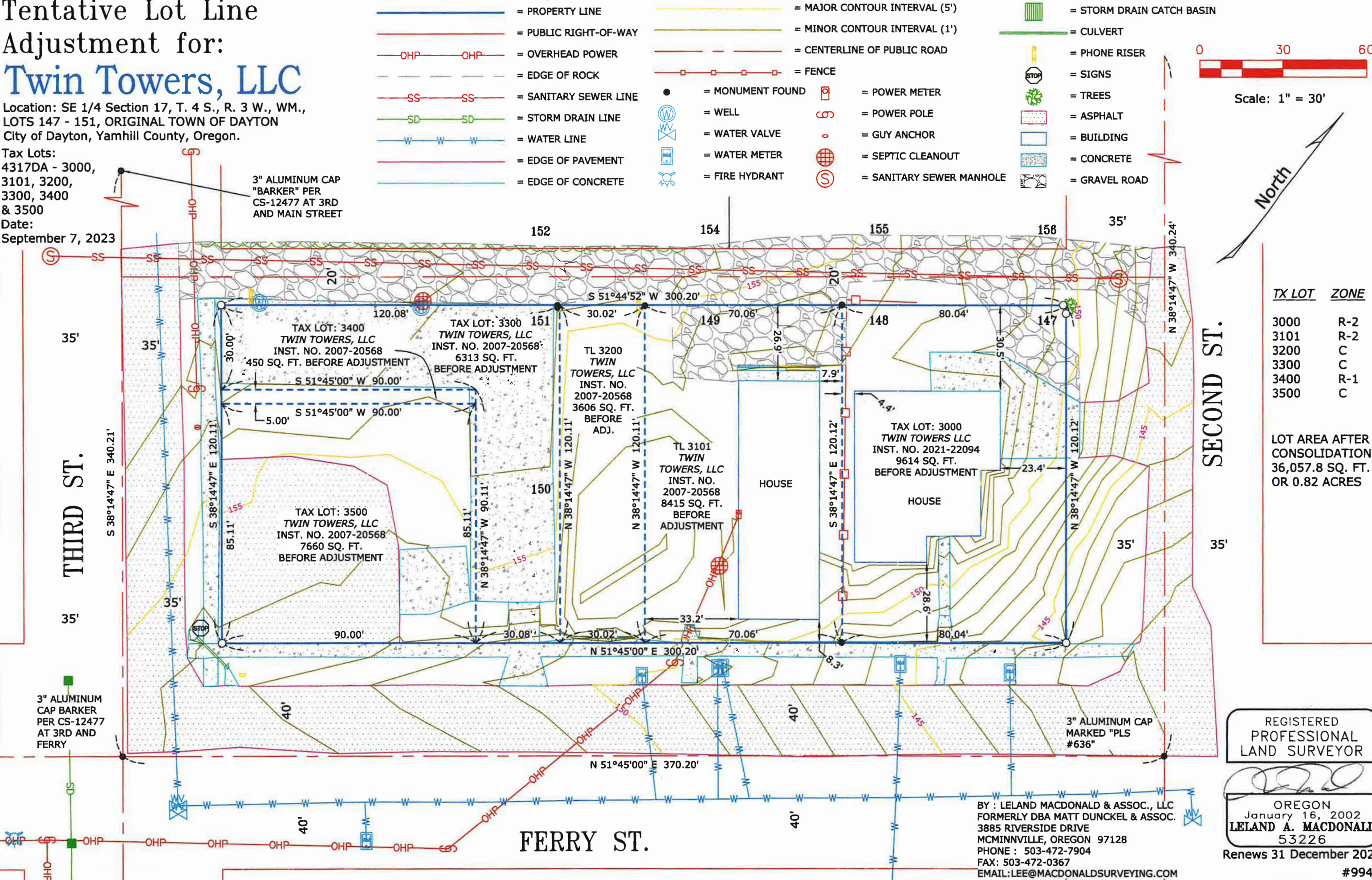
PARCEL 5: A portion of Lot 151 in the ORIGINAL TOWN OF DAYTON in Yamhill County, Oregon, being more particularly described as follows:

BEGINNING at a point 30 feet Southeasterly from the most Westerly corner of Lot 151 in said ORIGINAL TOWN OF DAYTON; thence Southeasterly 5 feet along the Easterly line of 3rd Street; thence Northeasterly, parallel with the Northerly line of Ferry Street 90 feet; thence Northwesterly 5 feet; thence Southwesterly, parallel with the Northerly line of Ferry Street, 90 feet to the Point of Beginning.

Tentative Lot Line
Adjustment for:
Twin Towers, LLC

Location: SE 1/4 Section 17, T. 4 S., R. 3 W., WM.,
LOTS 147 - 151, ORIGINAL TOWN OF DAYTON
City of Dayton, Yamhill County, Oregon.

Tax Lots:
4317DA - 3000,
3101, 3200,
3300, 3400
& 3500
Date:
September 7, 2023



RENEWS 31 DECEMBER 2024

Leland MacDonald & Assoc.
3885 Riverside Drive
McMinnville, OR 97128
Phone: (503) 472-7904
Fax: (503) 472-0367

25 October 2023



Description of Real property for: Consolidation of Tax Lots 3000, 3101, 3200, 3300, 3400 and 3500

Lots 147, 148, 149, 150 and 151, ORIGINAL TOWN OF DAYTON, located in Section 17 Township 4 South, Range 3 West of the Willamette Meridian in Yamhill County, Oregon, being more particularly described as follows:

BEGINNING at a 1" copper survey disk marking the southerly corner of said Lot 150; thence North $51^{\circ}45'00''$ East 300.20 feet to a 1" copper survey disk marking the east corner of said Lot 147; thence North $38^{\circ}14'47''$ West 120.12 feet (passing an iron rod at 117.12 feet) to the north corner of said Lot 147; thence South $51^{\circ}44'52''$ West 300.20 feet (passing an iron rod at 1.00 feet) to a 1" copper survey disk marking the west corner of said Lot 151; thence South $38^{\circ}14'47''$ East 120.11 feet to the POINT OF BEGINNING.

Basis of Bearings for this description is County Survey - 12477.

END DESCRIPTION

This summarizes missing information requested January 2, 2024, from a Zone Change application filed December 1, 2023.

1. Clarify the number of adjacent parcels included in the Zone Change application:

We are requesting a Zoning Change from Commercial Residential to Commercial for the following tax lots:

- TL 4317DA 03101
- TL 4217DA 03000

In addition to these two tax lots, Twin Towers requests a change for TL 4317DA 03200 as it currently falls within the Commercial Residential Zone. However, the Zone Consolidation application, dated December 1, 2023, will consolidate it with tax lots TL 4317DA 03300, 03400, and 03500 which fall within the Commercial Zone. As a result of the consolidation, our request is for three (3) tax lots.

2.a. Complete responses to the Zone Change approval criteria.

7.3.111.03.A. The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification.

Twin Towers desires to change from Commercial Residential to Commercial because of the flexibility allowed in commercial zone development. A high-quality development aligns with the policies found in Section 8.5 of the Dayton Comprehensive Plan. The focus will be on hospitality-based concepts including a flagship hotel. This will accomplish Dayton objectives, including but not limited to amplifying the central business district as the primary retail center of the community, provide a focal point for both residents and visitors and increase employment opportunities within the City's downtown. As a hotel of this scale does not yet exist in the City of Dayton, it will diversify and improve the City's economy.

7.3.111.03.B. The uses permitted in the proposed zone can be accommodated on the proposed site without exceeding its physical capacity.

Development plans are currently in conceptual phase. Since the permitted uses in both Commercial Residential and Commercial zones are similar, changing the parcels to a Commercial zone will result in no greater impact to the physical capacity of the site than the uses currently allowed in the Commercial Residential zone.

7.3.111.03.C. Allowed uses in the proposed zone can be established in compliance with the development requirements in this Code.

There are conditional uses and exclusions within the Commercial Residential zone that would limit Twin Towers' ability to build a hotel with appropriate functions to attract high-quality retail operators and enhance the downtown core. For example, if the parcels remain designated as Commercial Residential, a wine tasting room that retails wine would be a conditional use, or a rooftop bar would be excluded per the code. It would also require the project to apply for a Conditional Use Permit, which is not desired.

7.3.111.03.D. Adequate public facilities, services, and transportation networks are in place or are planned to be provided concurrently with the development of the property.

Twin Towers will work with the City Engineer to address potential capacity issues. Some of those potential issues that have been identified include:

- Water and sewer system improvements which conform with city standards as applicable.
- Sewer system improvements that conform with city standards as applicable.
- Storm drainage which conforms to city standards as well as limiting storm runoff.
- Off-street and pedestrian improvements.

2.b. Further, a Zone Change is not needed to increase the commercial space available in the Dayton's downtown core, nor is it required to develop a hotel. Section 7.2.105.04 lists the Conditional Uses that are allowed in the Commercial Residential zone which includes commercial activities which do not comply with the provisions of 7.2.105.02.B.

Understood. We respectfully request a Zone Change to prevent the future need for a conditional use permit for the use of a hotel on these tax lots.

When the City adopted the Commercial Residential zone in 2003, it acknowledged in the *Exhibit "A" Findings* report that the change would allow for single family residences to remain conforming as part of the development code. As implied from the report, the creation of the Commercial Residential zone was to allow for residential sites adjacent to the commercial core the opportunity to develop commercially. The findings, while not limited to, place emphasis on the allowance of a home to be converted to commercial use and not on new construction within the zone.

The report says that the change to Commercial Residential will "provide greater flexibility for current property owners" (VI.B). This same benefit does not apply to the tax lots that we are requesting the change for as we do not plan to keep the existing residential buildings in place as part of our plan. Nor is the intended use of a hotel a permitted use within Commercial Residential as it is only conditional.

The report also acknowledges that the "CR zone is somewhat more restrictive than the Commercial zone" (V.D.) We hope to remove these additional restrictions to our project with the rezoning of the tax lots.

EXHIBIT C

Curt Fisher

From: Denny Muchmore <dmuchmore@westech-eng.com>
Sent: Monday, December 18, 2023 7:40 PM
To: Curt Fisher; John Lindow, Dayton PW (jlindow@DaytonOregon.gov); Don Cutler, Dayton PW (dcutler@daytonoregon.gov)
Cc: Rochelle Roaden, Dayton (rroaden@daytonoregon.gov)
Subject: Zone Change Application, Ferry 2nd-3rd, Land Use Application Review Comments & Proposed/Suggested
Attachments: Utility map excerpts, 3rd & Ferry ZC-PLA.pdf; Zone change limits, 3rd & Ferry.pdf

External: Please report suspicious email to security@wesd.org

John, Don & Curt,

We assume you will forward the information below to other City staff as applicable, once you have reviewed it and added any additional comments you may have.

At the zone change stage, our review is typically limited to verification as to whether the zone change will allow for the orderly extension of urban services (*ie. verification as to whether adequate facilities either exist or can be provided in conjunction with development*). Overall, there does not appear to be any issues from a street or utility viewpoint that would preclude the zone change of this property.

If the Planning staff, Planning Commission or City Council wishes to impose conditions of approval, or address variances based on information that we may not be aware of, we assume that this will be coordinated with Public Works as part of the land use process.

Background Information.

The property proposed for zone change is generally located along Ferry Street between 2nd & 3rd Street (*both sides of the street*).

Excerpts from the City utility maps are attached for reference. These maps show the approximate location and layout of the surrounding properties and utilities.

The proposed zone change consists the following eight (8) tax lots.

- TL 4317DA-03000 (201 Ferry Street).
- TL 4317DA-03101 (205 Ferry Street).
- TL 4317DA-03200 (no address).
- TL 4317DA-03300 (no address).
- TL 4317DA-03400 (no address).
- TL 4317DA-03500 (no address).
- TL 4317DA-05800 (202 Ferry Street).
- TL 4317DA-05900 (204-210 Ferry Street).

A tentative development layout was not submitted for reference on how the applicant anticipates the property might be developed following zone change.

Existing Plats, Easements, etc.

Our maps show that this property is included within the plat for the original town of Dayton.

- Title Report.

- While title reports were provided with the zone change application, copies of the recorded easements referenced in those title reports were not provided. As such, we were not able to determine how the existing easements on or to the benefit of these properties which might affect future development.
- We suggest that the City require a current title report and copies of all referenced documents be submitted in conjunction with any development application.

Previous Land Use Approvals.

We are not aware of any previous land use approvals relating to this property (*at least during our tenure*).

Streets & Utilities.

Since street & utility improvements are typically not included as conditions to a zone change approval, the following are general informational comments only (*ie. to illustrate how it is currently anticipated that the existing infrastructure will need to be upgraded and/or extended to provide service to this property*).

All streets required to fronting on, or which provide access to and through this property will need to be improved to City standards at the time of development.

- **Streets** –
 - Currently, the streets fronting this property include 3rd Street, Ferry Street and 2nd Street.
 - The developer should anticipate that a certain level of improvements to the existing 3rd Street (*ie. widening with new curbs & sidewalks*) and to the existing 2nd Street (*full street & sidewalk improvements*) will be required in conjunction with future development.
 - While the exact extent of these improvements will not be known until a development application is submitted, it is anticipated that full street improvements will likely be required to 2nd Street between Ferry & Main Street in order to provide safe access to and from this property from the surrounding street grid. Pedestrian access will be required from the site to 3rd Street, Ferry Street and 2nd Street, and a pedestrian crossing at 2nd & Ferry will also likely be required in conjunction with the future development.

In summary, it appears that adequate vehicular and pedestrian access can be constructed to provide service to this zone change property, although it appears that it will require some offsite street and/or pedestrian improvements.

- **Water** - It appears that waterline improvements will need to be provided along 2nd Street in order to provide a looped system around this block to provide reliable fire flows to the site.
 - At the time of development of the zone change property, the developer will be responsible to provide water system improvements which conform with City standards as applicable.
- **Sewer** – It appears that the existing sewer along the alley can be upgraded to provide gravity sewer service capacity for the site, although offsite improvements downstream toward 1st Street may be required depending on the condition of the downstream sewers (*which condition will need to be verified in conjunction with the design for the future development*).
 - At the time of development of the zone change property, the developer will be responsible to provide sewer system improvements which conform with City standards as applicable.
- **Storm** – Storm drainage improvements will be required in conjunction with future development in order to provide for drainage along Ferry Street down to the new storm improvements currently being constructed at 1st & Ferry. The property slopes generally toward the south toward Ferry Street.
 - With any development, the developer will be responsible to develop a storm drainage system which conforms with City standards as applicable.
 - Detention may be required with the future development of this property, to limit storm runoff to existing conditions, unless adequate capacity is provided by the new storm drainage improvements.

If you have any questions or need additional information regarding this review, please contact us to discuss.

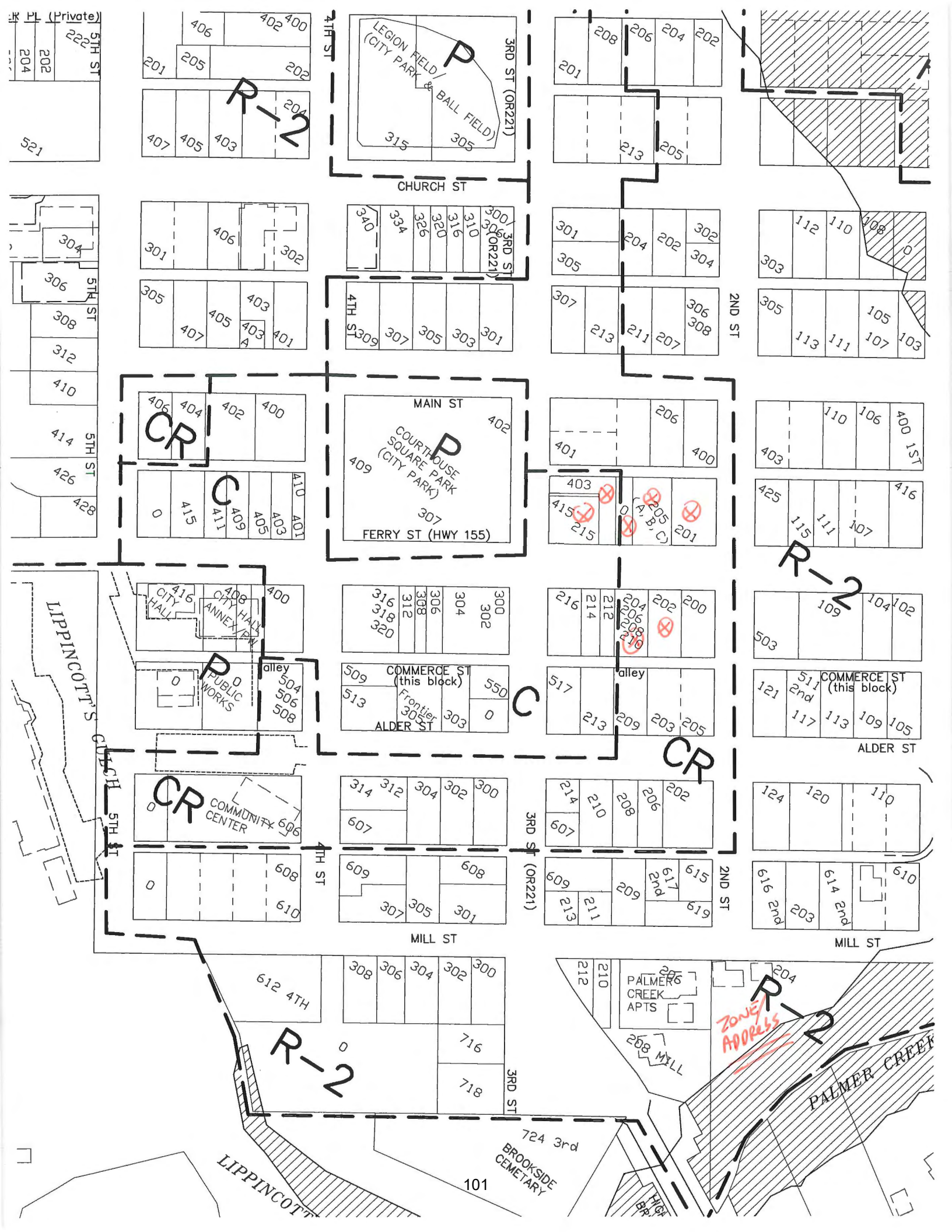
Denny Muchmore, PE (OR, WA)

Westech Engineering, Inc., 3841 Fairview Industrial Drive SE, Suite 100, Salem, OR 97302

503-585-2474 ph 503-585-3986 fax 503-931-8708 cell

dmuchmore@westech-eng.com *Celebrating 55 Years of Service 1968 - 2023*

SPENZE

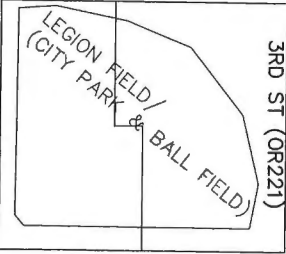


DER PL (Private)

OAK ST

5TH ST

4TH ST



3RD ST (OR221)

CHURCH ST

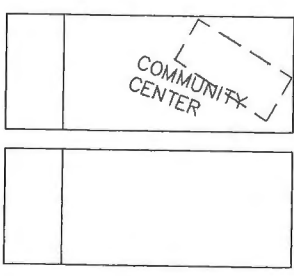
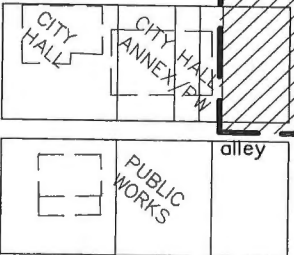
3RD ST (OR221)

4TH ST

2ND ST

5TH ST

5TH ST



4TH ST

3RD ST (OR221)

2ND ST

MILL ST

MILL ST

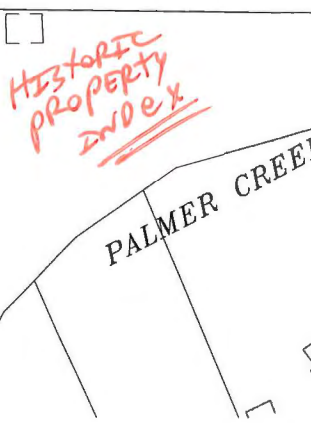
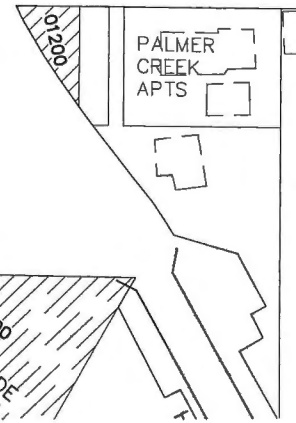
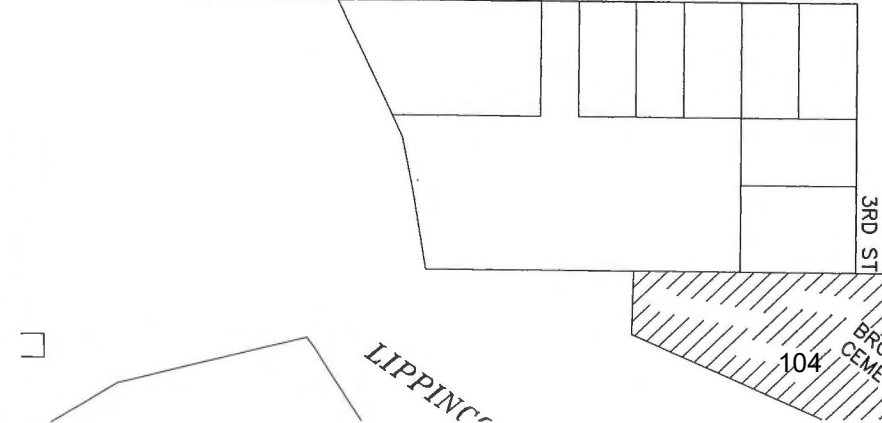
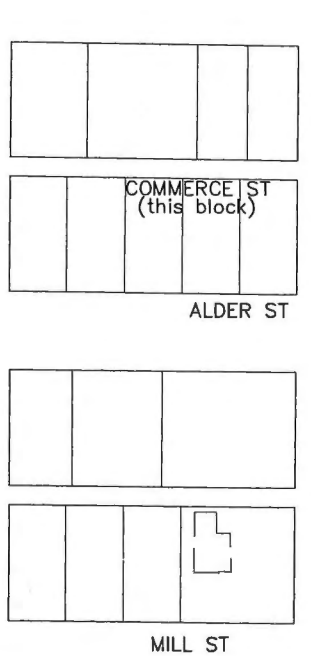
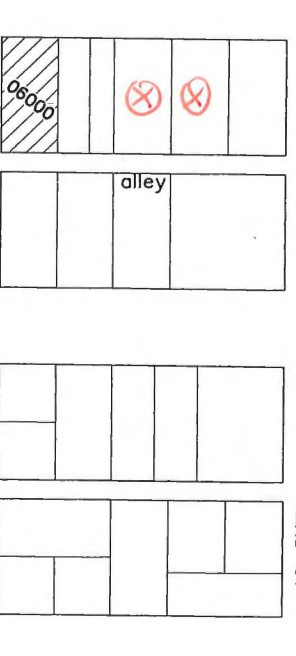
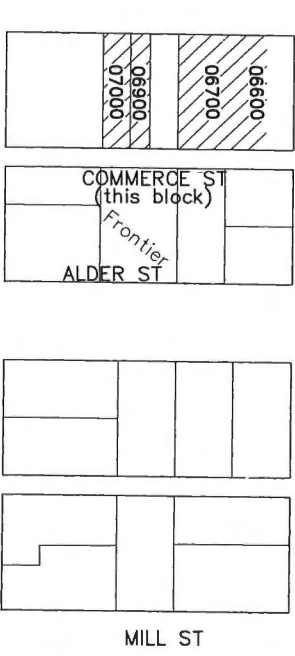
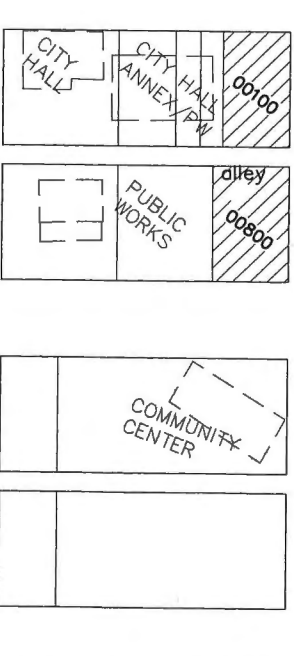
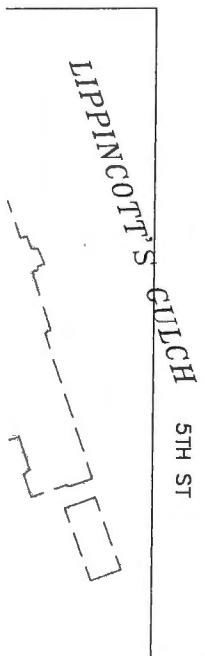
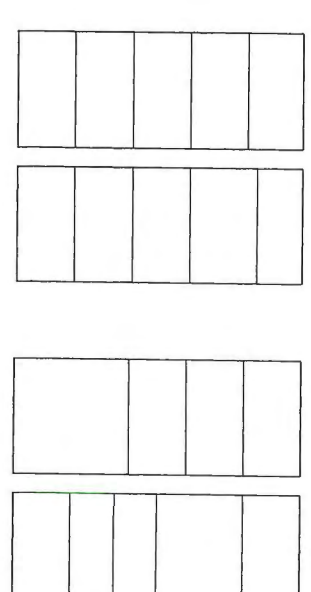
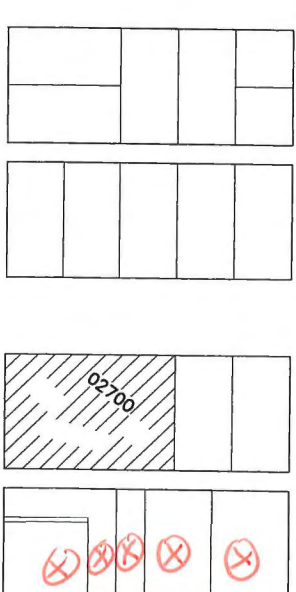
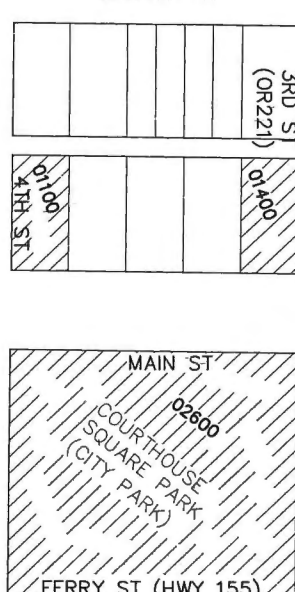
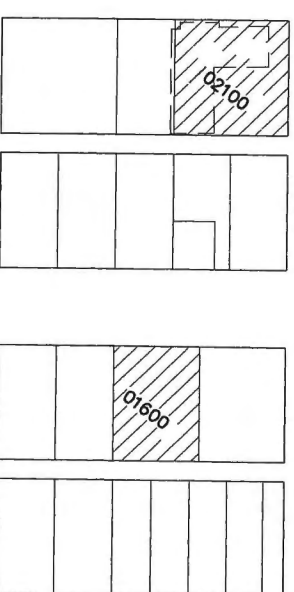
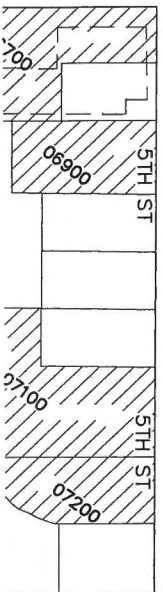
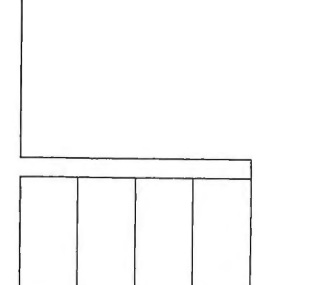
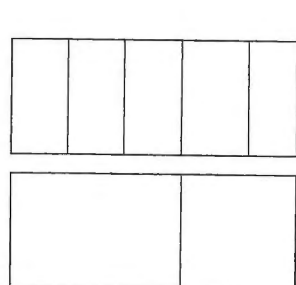
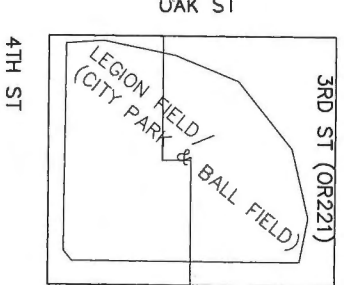
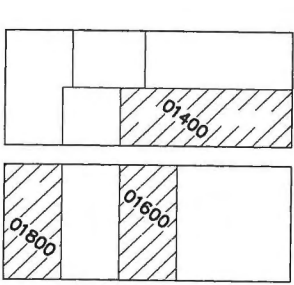
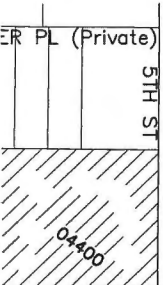
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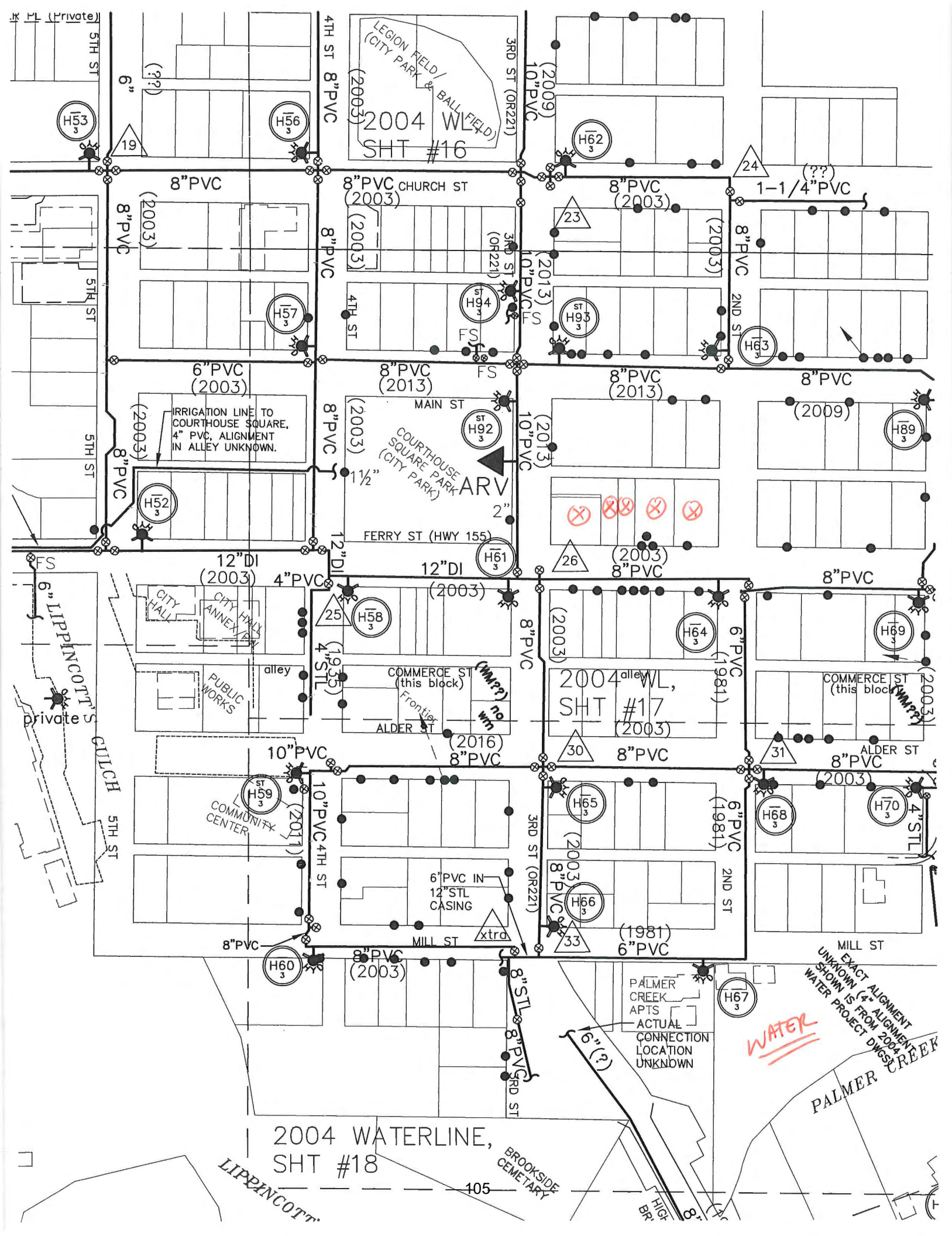
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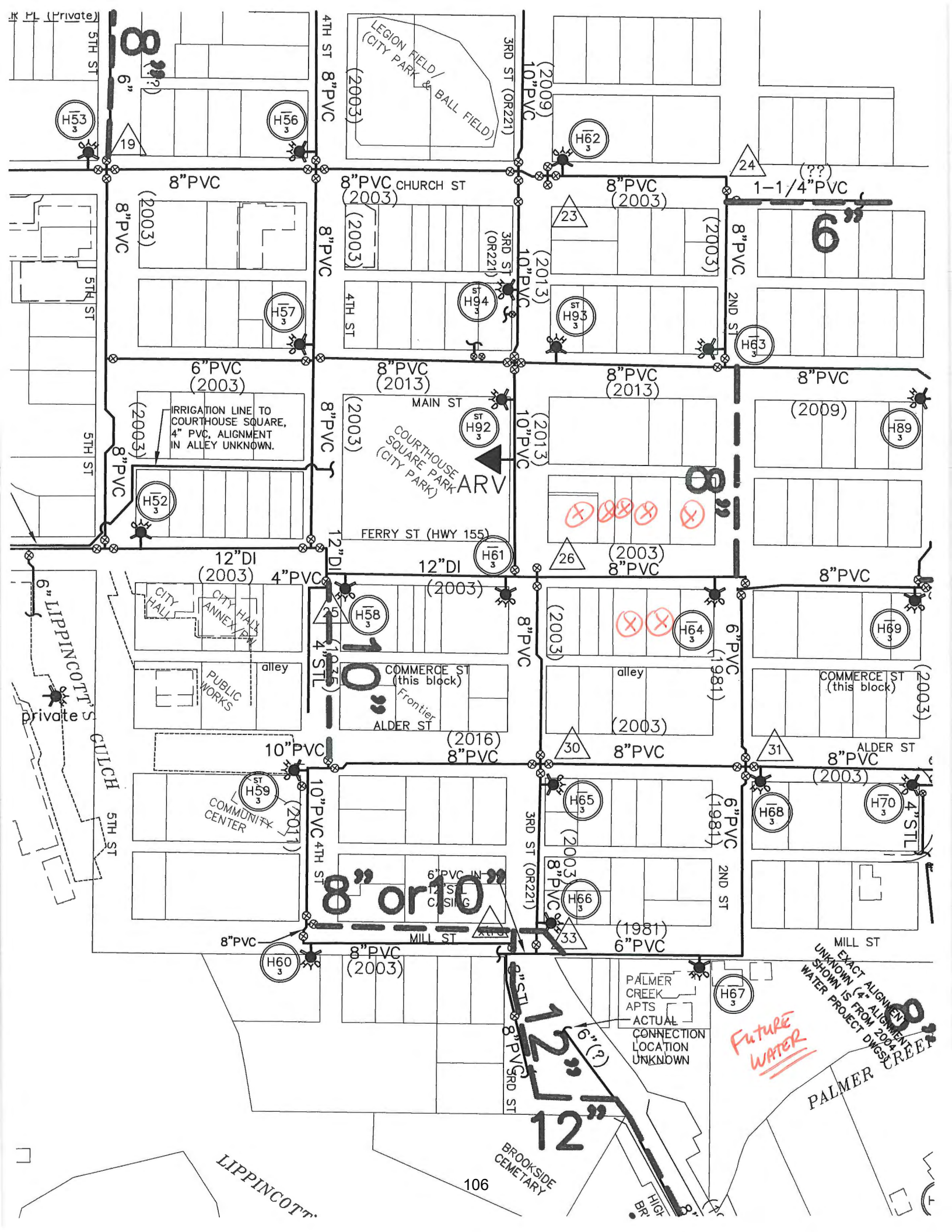
PALMER CREEK APTS

CBO OVERLAY

PALMER CREEK







PL (Private)

8" (19)

LEGION FIELD /
(CITY PARK & BALL FIELD)

8" PVC

8" PVC CHURCH ST
(2003)

8" PVC
(2003)

1-1/4" PVC

6"

8" PVC
(2003)

8" PVC
(2003)

10" PVC
(2013)

8" PVC
(2003)

6" PVC
(2003)

8" PVC
(2013)

8" PVC
(2013)

8" PVC
(2009)

IRRIGATION LINE TO
COURTHOUSE SQUARE,
4" PVC, ALIGNMENT
IN ALLEY UNKNOWN.

8" PVC
(2003)

COURTHOUSE
SQUARE PARK
(CITY PARK)

ST
H92
3

10" PVC
(2013)

ST
H63
3

8"

FERRY ST (HWY 155)

12" DI
(2003)

8" PVC
(2003)

8" PVC

6" LIPPINCOTT'S
private

CITY HALL
CITY ANNEX/PW

12" DI
(2003)

4" PVC
(2003)

COMMERCE ST
(this block)
Frontier
ALDER ST

8" PVC
(2003)

6" PVC
(1981)

6" PVC
(1981)

COMMERCE ST
(this block)

8" PVC
(2003)

10" PVC
(2016)

8" PVC
(2016)

8" PVC
(2003)

8" PVC
(2003)

4" STL

LIPPINCOTT'S
GULCH

COMMUNITY
CENTER

10" PVC
(2011)

8" or 10"

6" PVC IN
12" STL
CASING

8" PVC
(2003)

ST
H65
3

6" PVC
(1981)

6" PVC
(1981)

ST
H68
3

8" PVC
(2003)

ST
H70
3

8" PVC
(2003)

8" PVC
(2003)

8" STL

ST
H66
3

6" PVC
(1981)

6" PVC
(1981)

ST
H67
3

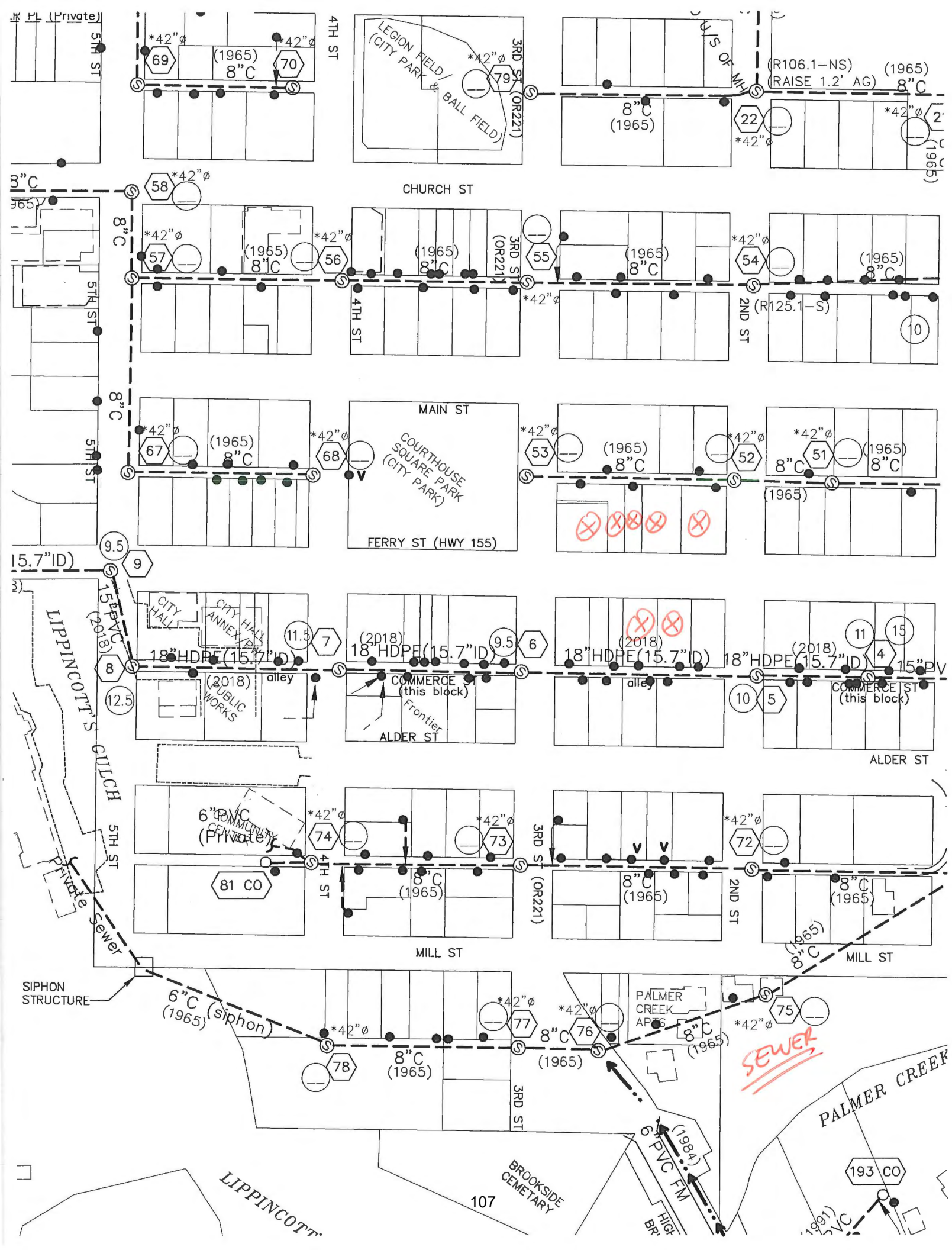
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UNKNOWN - ALIGNMENT
SHOWN IS FROM 2004
WATER PROJECT DWG

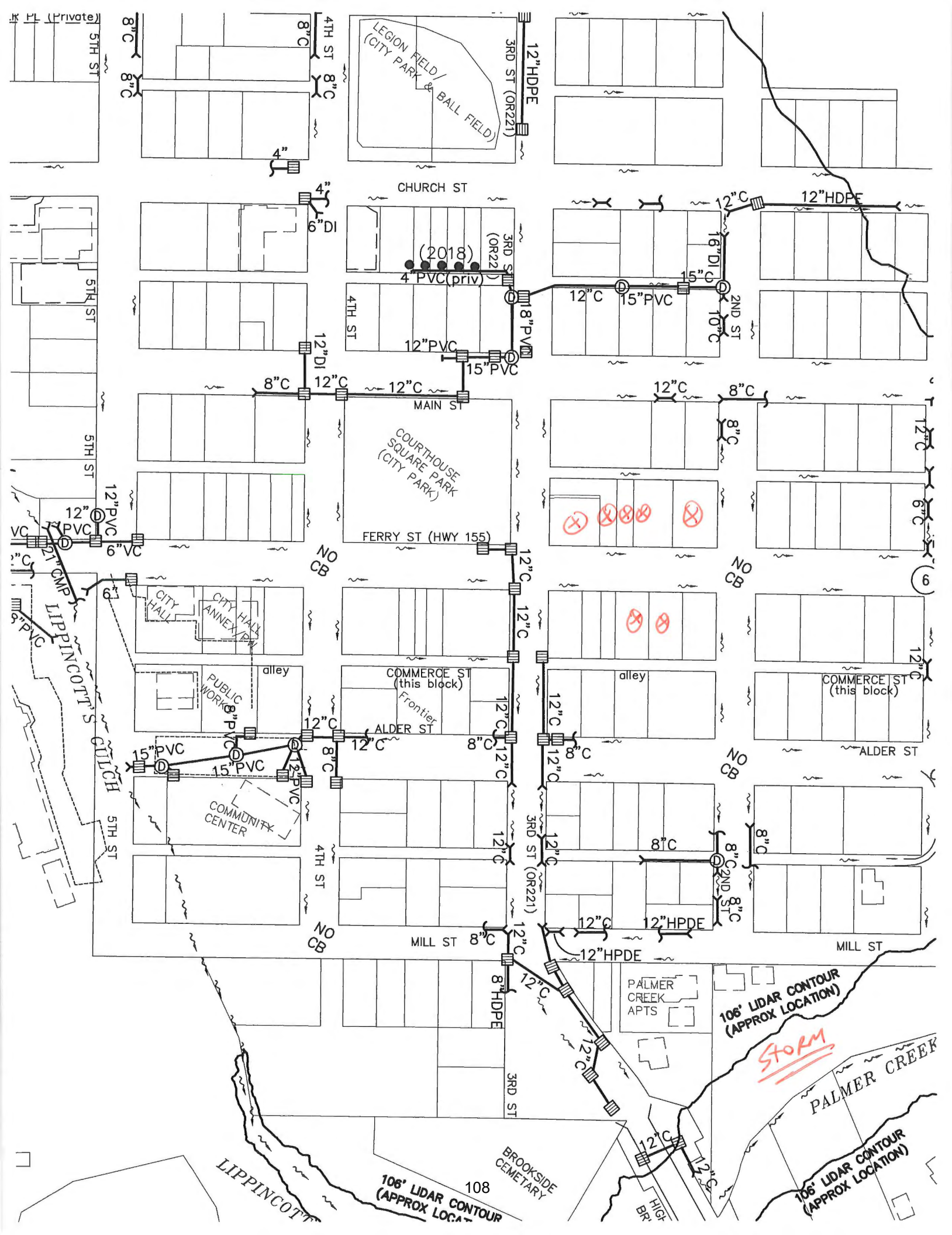
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Water

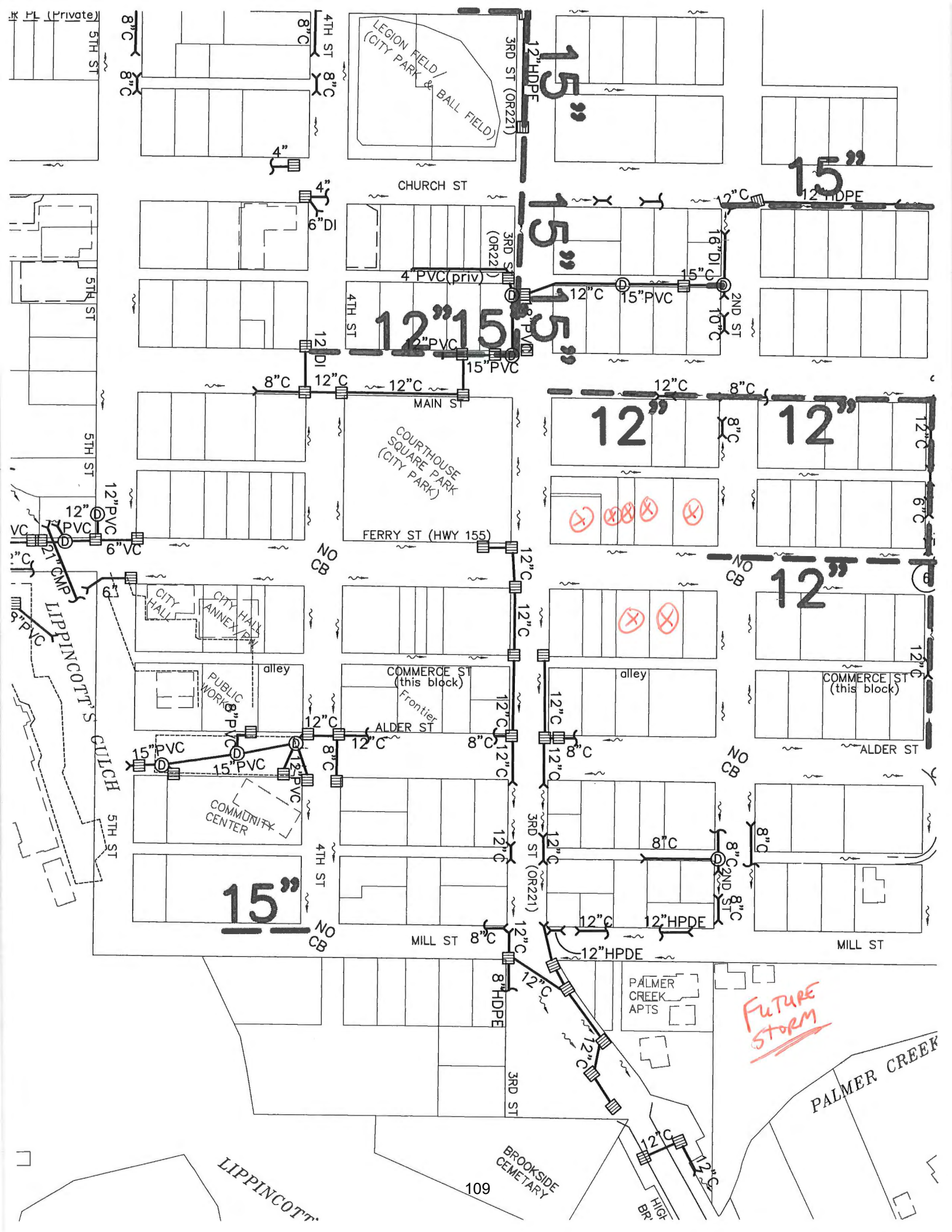
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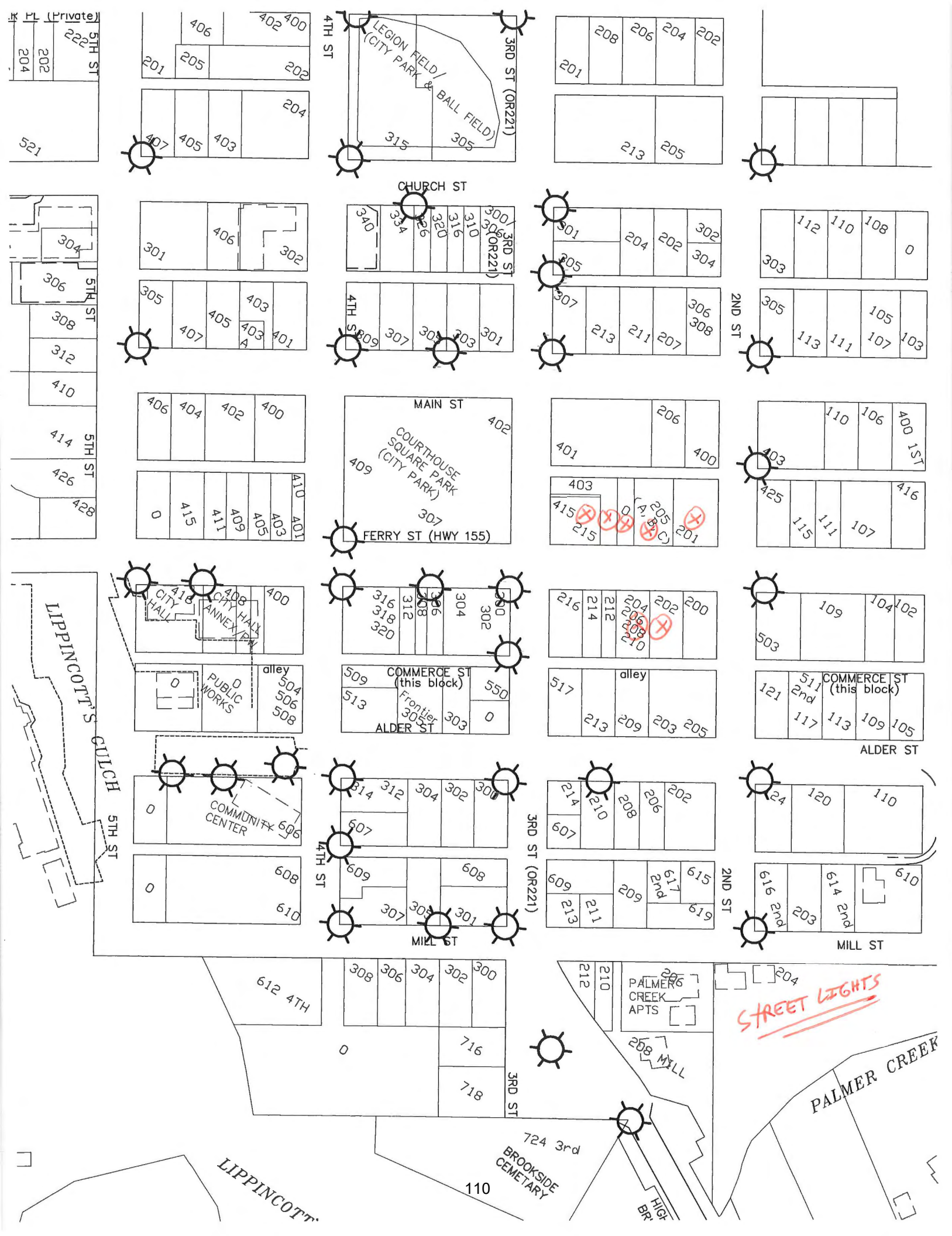
BROOKSIDE
CEMETARY

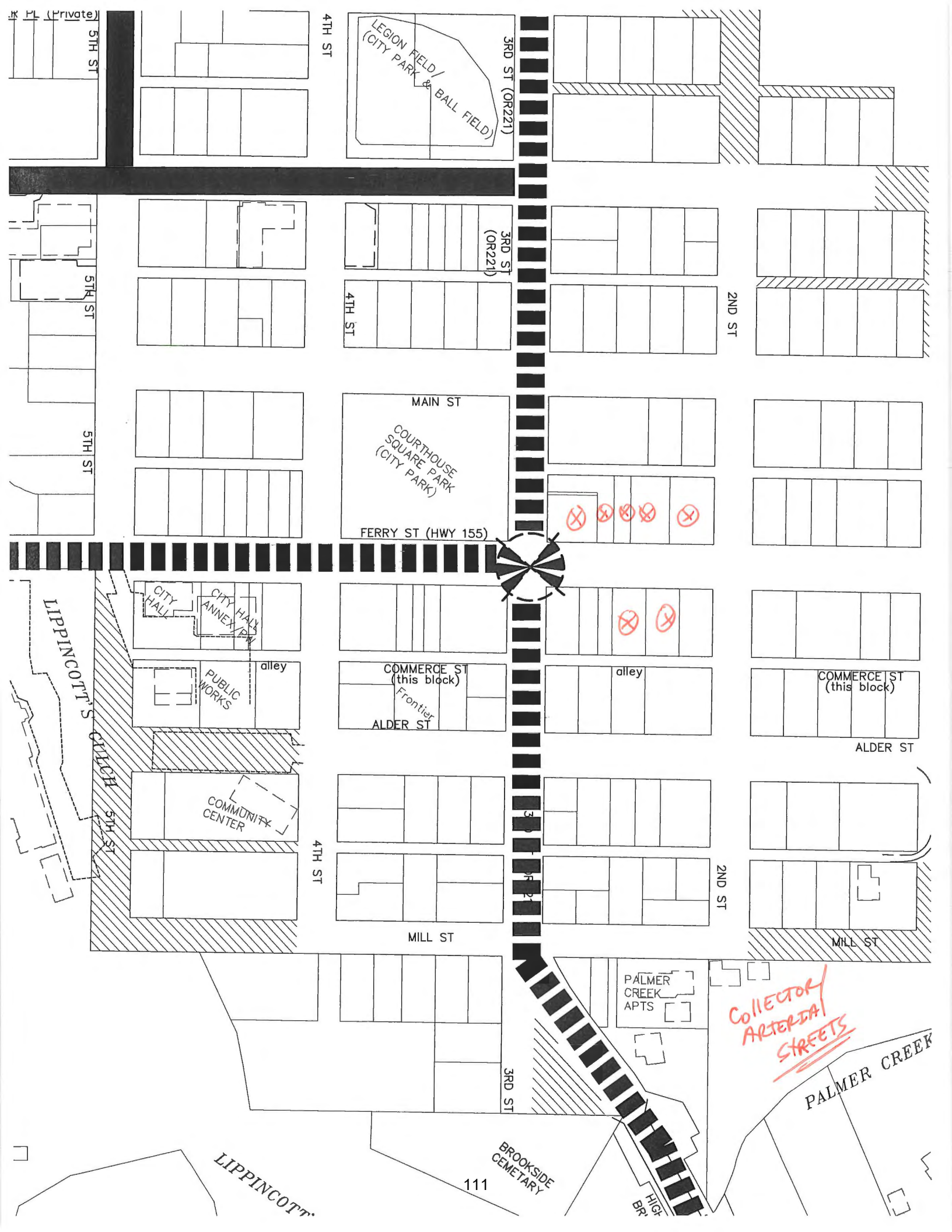
LIPPINCOTT'S











5TH ST

4TH ST

LEGION FIELD /
(CITY PARK & BALL FIELD)

3RD ST (OR 221)

2ND ST

5TH ST

5TH ST

3RD ST (OR 221)
4TH ST

MAIN ST
COURTHOUSE
SQUARE PARK
(CITY PARK)
FERRY ST (HWY 155)

LIPPINCOTT'S CHURCH

CITY HALL
CITY HALL ANNEX/PK

PUBLIC WORKS
alley

COMMUNITY CENTER

COMMERCE ST (this block)
Frontier
ALDER ST

Red 'X' marks on blocks

Red 'X' marks on blocks

alley

COMMERCE ST (this block)
ALDER ST

4TH ST
MILL ST

2ND ST

MILL ST

PALMER CREEK APTS

COLLECTOR ARTERIAL STREETS

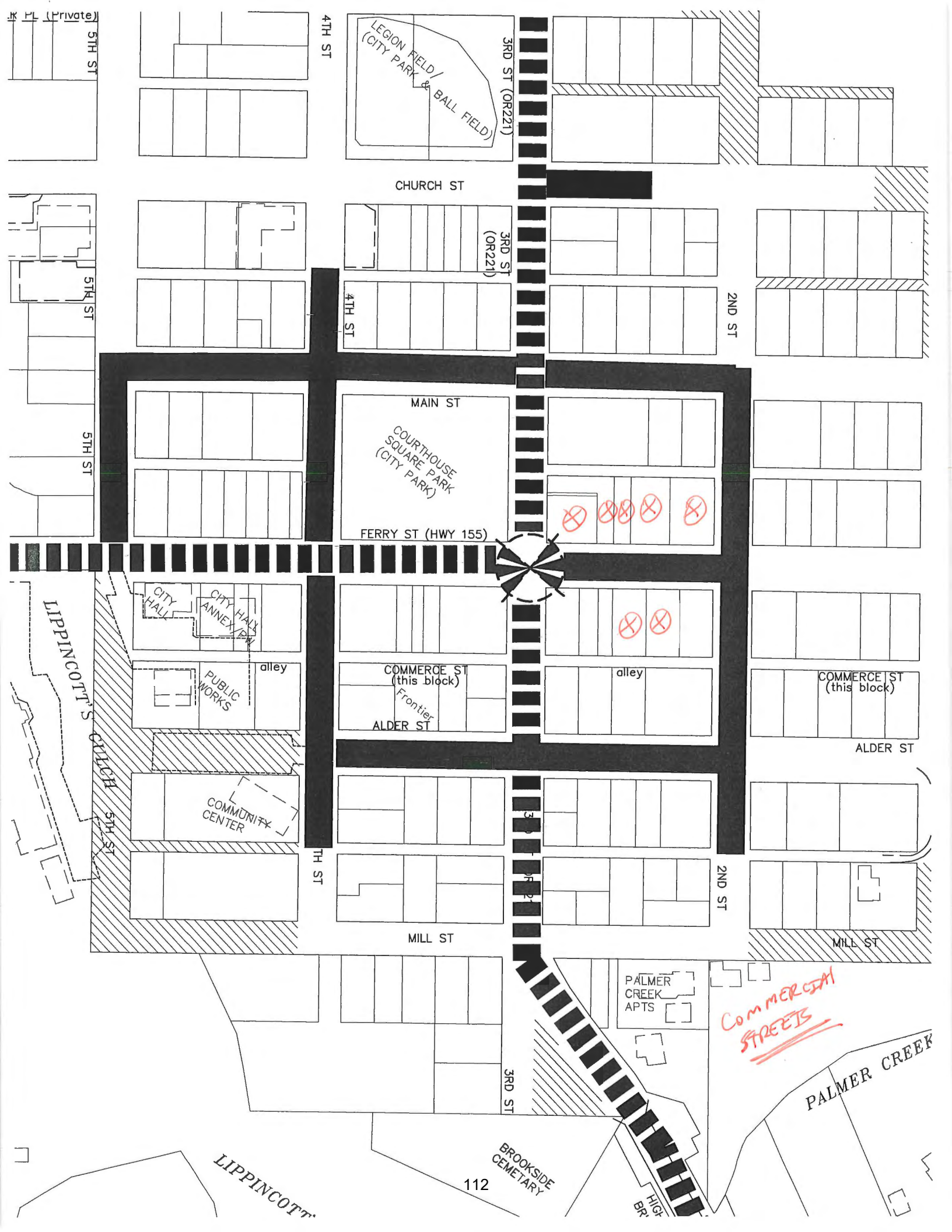
PALMER CREEK

BROOKSIDE CEMETARY

111

LIPPINCOTT

HIGH BR



5TH ST
Private

4TH ST

LEGION FIELD /
(CITY PARK & BALL FIELD)

3RD ST (OR221)

CHURCH ST

5TH ST

5TH ST

3RD ST (OR221)
4TH ST

2ND ST

2ND ST

5TH ST

5TH ST

MAIN ST
COURTHOUSE
SQUARE PARK
(CITY PARK)

2ND ST

2ND ST

5TH ST

CITY HALL
CITY HALL ANNEX

MAIN ST

2ND ST

2ND ST

LIPPINCOTT'S CHURCH

alley
PUBLIC WORKS

COMMERCE ST
(this block)
Frontier
ALDER ST

alley

COMMERCE ST
(this block)

COMMUNITY CENTER

3RD ST

2ND ST

2ND ST

5TH ST

3RD ST

2ND ST

2ND ST

MILL ST

MILL ST

LIPPINCOTT

112

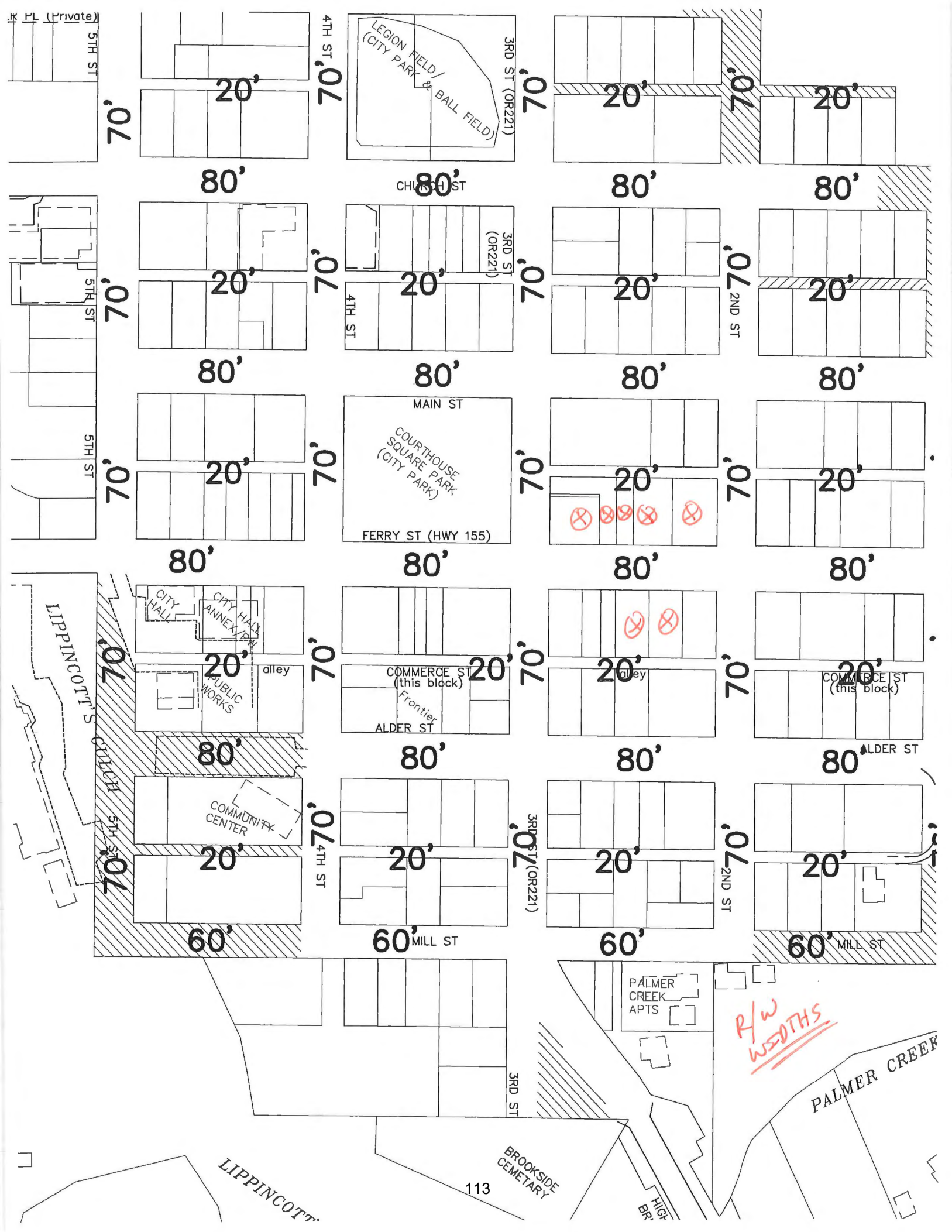
BROOKSIDE
CEMETARY

PALMER
CREEK
APTS

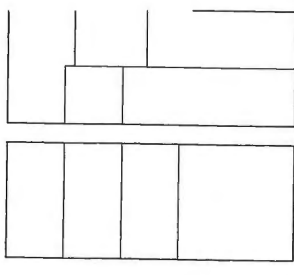
COMMERCIAL
STREETS

PALMER CREEK

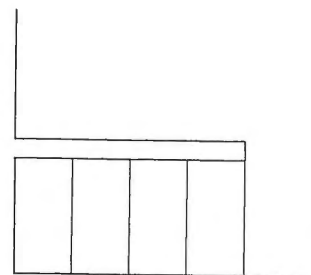
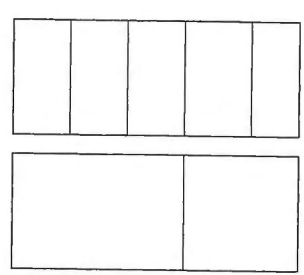
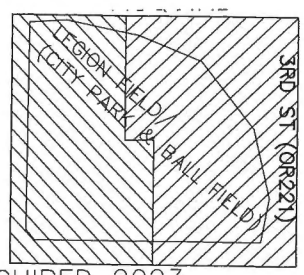
HIGH
BR



5TH ST
PL (Private)

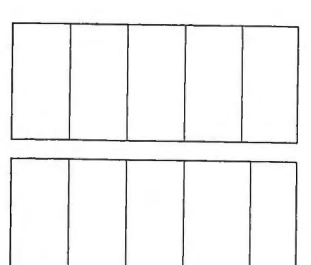
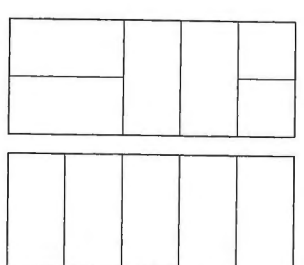
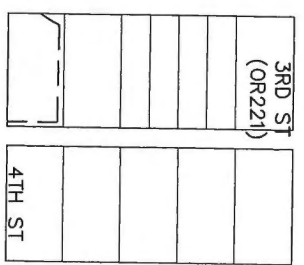
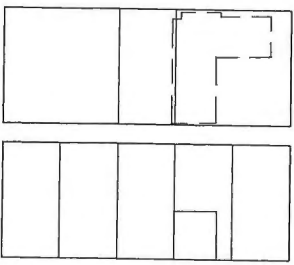


4TH ST

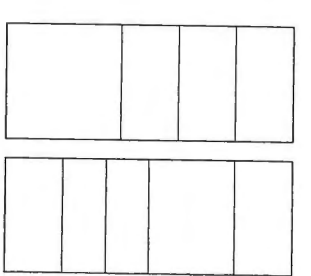
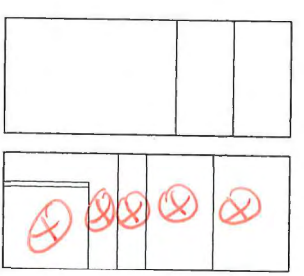
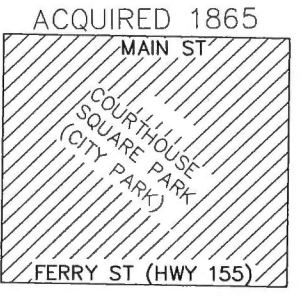
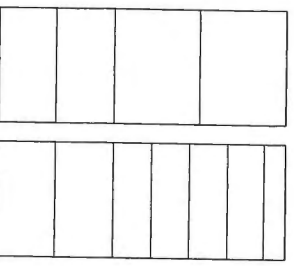


ACQUIRED 2023
CHURCH ST

5TH ST
5TH ST

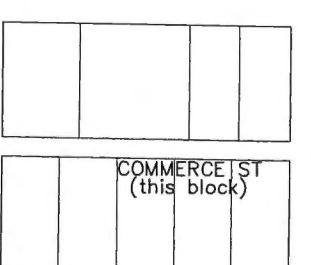
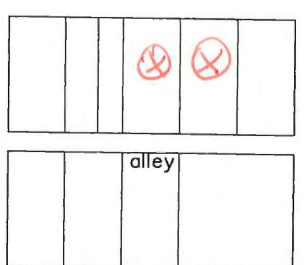
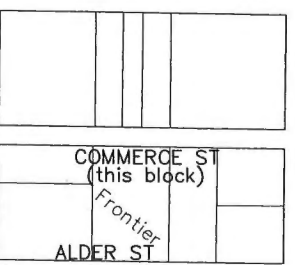
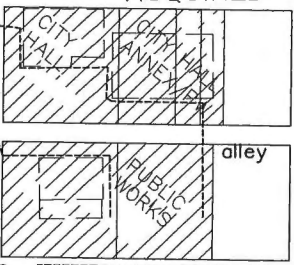


2ND ST



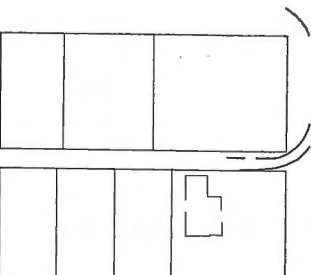
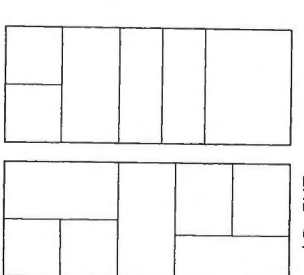
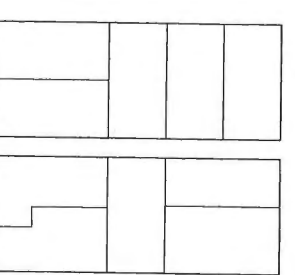
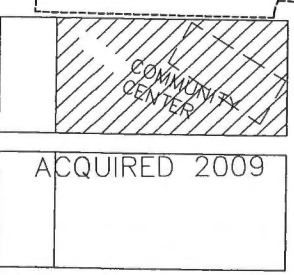
ACQUIRED --- ACQUIRED 1976

LIPPINCOTT'S CULCH
5TH ST



ALDER ST

ACQUIRED --- ACQUIRED



MILL ST

MILL ST

LIPPINCOTT'S
114
BROOKSIDE CEMETARY

PALMER CREEK APTS
CITY OWNED PROPERTY
PALMER CREEK
HIGH BR

EXHIBIT D

ORDINANCE #555 CITY OF DAYTON, OREGON

Title: *An Ordinance Amending the Dayton Zoning Map*

WHEREAS, on October 6, 2003, the City Council of the City of Dayton, Oregon, sat in Regular Session to conduct City business; and

WHEREAS, on August 12, 2003, the Planning Commission conducted a public hearing to consider the proposed amendments to the Dayton Zoning Map, identified as part of an application within Planning File Case No. 03-01; and

WHEREAS, notice of the said public hearing was duly given pursuant to the Land Use & Development Code of the City of Dayton and the public was given a full opportunity to be present and heard on the matter; and

WHEREAS, on August 12, 2003, the Planning Commission met to consider the proposed action, received the recommendation of City staff and voted to recommend City Council approval of the proposed amendment to the Dayton Zoning Map; and

WHEREAS, on September 15, 2003, the City Council of the City of Dayton conducted a public hearing on the matter; and

WHEREAS, notice of the said public hearings were duly given pursuant to the Land Use & Development Code of the City of Dayton; and

WHEREAS, on September 15, 2003, the City Council met to consider the proposed action, received the recommendations of the Planning Commission, testimony by the public and considered the information provided by City staff.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON DOES ORDAIN AS FOLLOWS:

Section 1. The City Council of the City of Dayton does hereby APPROVE the change in the zoning on tax lots shown in Exhibit A, and by this reference made a part hereof, from Commercial (C) to Commercial/Residential (C/R); and

Section 2. The City Council of the City of Dayton does hereby adopt those certain findings of fact in support of the decision attached hereto as EXHIBIT "B" and by this reference made a part hereof.

PASSED AND APPROVED THIS 3rd day of November, 2003.

Mode of Enactment:

Date of first reading October 6, 2003 In full ____ or by title only xx

Date of second reading November 3, 2003 In full ____ or by title only xx

x No council member present at the meeting requested that the ordinance be read in full.

____ A copy of the ordinance was provided for each council member; three copies were provided for public inspection in the office of the city recorder not later than one week before the first reading of the ordinance; and notice of the availability of copies is given by written posting at the city hall and two other public places in the city or by advertisement in a newspaper of general circulation in the city.

Final Vote:

In favor COLEMAN, HAVERKATE, JONES, MCBRIDE

Opposed NONE

Absent BRONS, RING

Abstained WINDISH


Georgia M Windish, Mayor

November 3, 2003
Date of Signing

Attested by:


Sue C. Hollis
City Administrator/Recorder

November 3, 2003
Date of Enactment

Attachment

WKS4\ORDINANCES\ORD.554

TAX LOTS CURRENTLY ZONED COMMERCIAL(C)
IN THE CITY OF DAYTON, OREGON AND PROPOSED TO BE
CHANGED TO COMMERCIAL/RESIDENTIAL (C/R)

R4317AD

400
500
600
800
900
1000

R4317DD

800
900
1000
1300
1390
1500
1600

R4317DA

300
400
500
503
1100
1101
1200
1300
1400
1700
1800
2700
2800
2900

3000
3101
3200
5800
5801
5900
6300
6400
7800
7900
8000
8100
8200

EXHIBIT "A"
DAYTON CITY COUNCIL FINDINGS
Planning File No. Zone Change 03-01

I. NATURE OF THE APPLICATION

This matter comes before the Dayton City Council on the application of the City of Dayton to amend the Dayton Zoning Map by re-zoning certain properties from Commercial (C) to Commercial Residential (CR).

II. GENERAL INFORMATION

A. Location and Site Description

The proposal affects a number of existing Commercial zoned properties surrounding the designated Dayton downtown. Specific parcels are identified in Attachment "A."

B. Background Information

The proposal would amend the Zoning Map by re-zoning the property identified in Attachment "A" from Commercial (C) to Commercial Residential (CR).

III. PUBLIC HEARING

A. Planning Commission Action

A public hearing was duly held on this application before the Dayton Planning Commission on August 12, 2003. At the hearing, City Planning File Zone Change 03-01 was made a part of the record. No objection was raised as to jurisdiction, conflicts of interest, or to evidence or testimony presented at the hearing.

At the conclusion of the hearing, the Dayton Planning Commission voted to recommend the City Council adopt the proposed revisions to the Dayton Zoning Map. The Dayton Planning Commission found the proposed Zone Change request complies with the applicable decision criteria. The Commission directed staff to prepare an Order of Recommendation.

B. City Council Action

A public hearing was held before the City Council on September 15, 2003. At that hearing,

EXHIBIT A

City Planning File No. Zone Change 03-01 was made a part of the record. No objection was raised as to jurisdiction, conflicts of interest, or to evidence or testimony presented at the hearing. At the conclusion of the hearing, the City Council deliberated on the issue and voted to adopt the proposed revisions to the Dayton Zoning Map for the properties shown in Attachment "A." The City Council found the proposed revisions comply with the applicable decision criteria. Staff was directed to prepare the adopting ordinance.

V. FINDINGS OF FACT-GENERAL

The Dayton City Council, after careful consideration of the testimony and evidence in the record, adopts the following general Findings of Fact:

- A. The applicant is the City of Dayton.
- B. The proposal affects a number of existing Commercial zoned properties surrounding the designated Dayton downtown. Specific parcels are identified in Attachment "A."
- C. The proposal would amend the Zoning Map by re-zoning the property identified in Attachment "A" from Commercial (C) to Commercial Residential (CR).
- D. The decision criteria for the proposed amendment are found in the Dayton Land Use and Development Code, Section 7.3.111 (Zone Change).

V. APPLICATION SUMMARY

- A. The subject parcels are currently zoned designated "General Commercial" in the Dayton Comprehensive Plan and zoned Commercial. A significant number of these parcels contain single family residences, many of them designated historic resources.
- B. Within the Commercial zone however, these homes are considered nonconforming. This presents a particular problem to the owners. Under current regulations, the homes may be maintained and repaired but may not be expanded without authorization of a Nonconforming Use application. In this situation, the owners are offered no guarantee of approval. Further, in the event the home is converted to a commercial use, the building cannot be reconverted back to a residence if the commercial activity fails. With this combination of factors, there is little incentive to maintain or improve upon existing homes. This is detrimental to both the property owner and City.
- C. In response, the City created a Commercial Residential (CR) zone as part of the

EXHIBIT A

new Development Code. This is a mixed-use zone allowing both a variety of residential uses and limited commercial development that could be compatible with residential uses. The specific intent of the zone is to allow the owners of land adjacent to the community's commercial core and opportunity to develop land commercially if such a demand exists, or, maintain the home as a residence with full authority to expand or modify the structure. In addition, the regulations would allow conversion between commercial and residential uses without penalty. The only stipulation is the use must comply with applicable provisions on setbacks, parking, building height and so forth.

- D. Affected property owners will lose some of their development rights as the CR zone is somewhat more restrictive than the Commercial zone. For example, a service station may be conditionally permitted in the Commercial zone but is prohibited in the CR zone. However, there is a benefit to being able to maintain the existing home and the zone provides a transition between adjacent residential uses and the core commercial area. During the Commission work session held in June, it was apparent the property owners saw the zone change as beneficial.
- E. Since the change was initiated by the City, the zone change is a Type IV legislative action and requires a hearing before the Commission and City Council. The Commission provides a recommendation and the Council makes the final decision.

VI. CRITERIA AND FINDINGS - ZONE CHANGE

- A. The action would change the zoning from Commercial to Commercial Residential for certain properties identified in Attachment "A." A zone change is subject to the provisions in Dayton Land Use and Development Code, Section 7.3.111. Subsection 7.311.03 establishes the specific decision criteria. These criteria and findings are noted as follows:

- 1. Section 7.311.03.A - The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification.

FINDINGS: The Plan offers policies regarding transportation, public facilities, economics and urbanization which are related to the proposal. Each policy is reviewed separately, below:

- a. Transportation: *Transportation policies seek to minimize adverse impacts on land uses while meeting accepted standards of safety and*

EXHIBIT A

design. This action neither adds nor detracts from potential traffic generation. In all likelihood a number of homes will not be converted to commercial uses thereby reducing traffic impacts on the whole. The existing street system is more than adequate to accommodate the zone change and potential uses.

- b. Public facilities: *In general, the Comprehensive Plan seeks to ensure that adequate facilities either are available, or can be made available at the time of development.* Sewer, water and private utility facilities are available and currently serve the subject properties. Additional system improvements are not required, although improvements may be required as each parcel redevelops.
- c. Economics: *In general, Plan policies call for the diversification of the City economy, specifically through designating sufficient land for commercial and industrial use. The City should promote the central business district. Adequate facilities are also required.* A completed Buildable Lands Inventory indicated a total of 18.45 acres are required to meet the commercial land needs to the year 2015. There are approximately 32.04 acres of commercial land within the City. This action does not alter the ability of the City to provide commercial land. In effect, the CR zone is a separate type of commercial zoning that provides a transition between the commercial core and surrounding residential zoning. The core commercial area is not affected and will likely be enhanced as subject property owners have new incentive to maintain their property.
- d. Land Use and Urbanization: *This component seeks to provide an orderly and efficient transition from rural to urban land use.* The subject properties are located within the City limits, have access to the public street system and public facilities and services are available to the site. Urbanization issues are not affected by the proposal

As a final note, pursuant to Section 7.1.103.02, the CR zone is consistent with the General Commercial designation of the subject properties.

- 2. Section 7.311.03.B. - The uses permitted in the proposed zone can be accommodated on the proposed site without exceeding its physical capacity.

FINDINGS: Many of the parcels are currently developed with either commercial or residential uses. These parcels can be developed for uses

EXHIBIT A

permitted in the zone and have a greater potential development as the CR zone would also allow residences.

3. Section 7.311.03.C. - Allowed uses in the proposed zone can be established in compliance with the development requirements in this Code.

FINDINGS: As previously noted, a number of parcels are currently developed. Since the CR zone also allows residential uses, the development potential increases.

4. Section 7.311.03.D. - Adequate public facilities, services, and transportation networks are in place or are planned to be provided concurrently with the development of the property.

FINDINGS: As previously noted, facilities are currently in place to serve the properties.

5. Section 7.311.03.E. - For residential zone changes, the criteria listed in the purpose statement for the proposed zone shall be met.

FINDINGS: This criterion does not apply as the proposed CR zone is not a residential designated zone pursuant to Section 7.1.03.02.

- B. In summary, the zone change would establish the CR zone on the subject properties, provide greater flexibility for current property owners and produce incentives to maintain existing properties, especially those with historic significance.

VII. CONCLUSION

The Dayton City Council concludes the proposed Zone change, amending the Dayton Zoning Map, is consistent with the decision criteria contained in the Land Use and Development Code.

VIII. ORDER

It is hereby found that the proposed Zone Change, affecting property listed in ATTACHMENT "A," complies with the decision criteria in the Land Use and Development Code for the reasons stated above.

THEREFORE, it is the decision of the Dayton City Council to approve the proposed amendment to the Dayton Zoning Map.

DAYTON CITY COUNCIL

Exhibit "A" Findings

Planning File Zone Change 03-01

Page 5 of 5

To: Honorable Mayor and City Councilors

From: Office of the City Attorney Heather R. Martin and Ashleigh K. Dougill

Issue: Approval of Resolution 23/24-14 Interim/Pro Tem City Manager

Date: June 3, 2024

History/Background

As the City Council is aware, City Manager Rochelle Roaden will be leaving the City as of June 12.

As such, the City Council will need to appoint an Interim/Pro Tem City Manager as required under the City's Charter and to ensure the continued efficient operation of the City.

At its May 6, 2024, meeting, the Council discussed offering the Interim City Manager position to Tourism and Economic Development Director Dave Rucklos. However, Rucklos has removed his name from consideration for the position.

The City's Library Director Cyndi Park is willing to fill in as Interim City Manager at this time and has agreed to the terms set out in the attached Resolution 23/24-14- Exhibit A, which is a temporary employment contract.

The main terms of the agreement are:

- Salary - \$90,000
- Severance - 2 months' pay if terminated without cause by the Council
- Termination for cause provisions
- Same benefits as other City department heads
- The contract will expire upon the City Council hiring a new permanent City Manager and Park will return to her role as Library Director
- Park will continue to serve as the Library Director during the term of the contract
- Per Section 34(g) of the City Charter, the Interim City Manager will have all the powers of a City Manager except that they will be able to appoint or remove employees only with the City Council's approval.

Recommended Action: Approve Resolution 23/24-14 authorizing the Mayor to sign an interim City Manager contract with Cyndi Park.

Potential Motion to Approve:

"Move to approve Resolution 23/24-14 authorizing the Mayor to sign an interim City Manager contract with Cyndi Park."

Council Options:

- 1) Approve Resolution 23/24-14.
- 2) Do not approve Resolution 23/24/14 and direct the Mayor and City Attorney to identify other candidates to serve as Interim City Manager and set a special meeting for June ____ to consider such candidate(s).

RESOLUTION No. 23/24-14
City of Dayton, Oregon

A Resolution Authorizing a Contract for Interim City Manager

WHEREAS, the current City Manager Rochelle Roaden is leaving her position on June 12, 2024 and the City is in need of an interim City Manager; and

WHEREAS, Library Director Cyndi Park is willing to temporarily serve as the Interim City Manager and to enter into a temporary employment agreement for such services.

Therefore, the City of Dayton resolves as follows:

- 1) **THAT** the City Council does hereby authorize the Mayor to sign a contract with Cyndi Park to serve as the City's interim City Manager which contract is in substantially the same form as the attached Exhibit A.
- 2) **THAT** this resolution shall become effective immediately upon adoption.

ADOPTED this 3rd day of June 2024.

In Favor:

Opposed:

Absent:

Abstained:

Annette Frank, Mayor

Date Signed

ATTEST:

Rocio Vargas, City Recorder

Date of Enactment

Attachment: Exhibit A

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Exhibit A

EMPLOYMENT CONTRACT
between
THE CITY OF DAYTON, OREGON
and
CYNDI PARK

THIS EMPLOYMENT CONTRACT entered this ____ day of June, 2024 is between the CITY OF DAYTON, OREGON (CITY) and Cyndi Park (EMPLOYEE).

RECITALS

- a. CITY, acting by and through its City Council, in order to establish a professional relationship between the CITY and EMPLOYEE, enter into this Agreement which sets out the terms and conditions of the EMPLOYEE's employment by the CITY.
- b. CITY and EMPLOYEE mutually agree as follows:

SECTION 1. EMPLOYMENT, DUTIES AND AUTHORITY.

- A. CITY employs EMPLOYEE as Interim City Manager and EMPLOYEE accepts this position. EMPLOYEE understands and agrees that they are for all purposes an at-will employee.
- B. The authority of EMPLOYEE, consistent with state law, the Dayton City Charter and ordinances, includes the following as set forth in Section 34 of the City Charter:
 - 1. Attend all council meetings unless excused by the mayor or council;
 - 2. Make reports and recommendations to the mayor and council about the needs of the city;
 - 3. Administer and enforce all city ordinances, resolutions, franchises, leases, contracts, permits and other city decisions;
 - 4. Supervise city employees;
 - 5. Organize city departments and administrative structure;
 - 6. Prepare and administer the annual city budget;
 - 7. Administer city utilities and property;
 - 8. Encourage and support regional and intergovernmental cooperation;
 - 9. Promote cooperation among the council, staff and citizens in developing city policies and building a sense of community;
 - 10. Perform other duties as directed by the council; and
 - 11. Delegate duties but remain responsible for acts of all subordinates.
- C. The Mayor and other members of the City Council will direct concerns and communications to the administration through the Interim City Manager. EMPLOYEE will respond promptly to all inquiries from the City Council whether made individually or collectively.
- D. As set forth under Section 34(g) of the Dayton City Charter, the Interim City Manager may only appoint and remove employees with City Council approval.

SECTION II. TERM.

- A. EMPLOYEE shall be hired as a limited term, temporary employee of the City from June 13, 2024 until the date a new City Manager begins work at the City, unless otherwise terminated as set forth in Section III below. The CITY shall give EMPLOYEE 30 days written notice of the termination of this Agreement. If the EMPLOYEE is not selected as the new City Manager or does not apply for the permanent City Manager position, the EMPLOYEE will return to her position as the Library Director.
- B. Nothing in this Contract prevents, limits, or otherwise interferes with the right of the City Council to terminate the services of EMPLOYEE at any time, subject only to the provisions below.
- C. Nothing in this Contract is meant to prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with CITY, subject only to the limitations below.
- D. EMPLOYEE agrees to remain in the exclusive employ of CITY during the term of this Contract.

SECTION III. TERMINATION AND SEVERANCE.

- A. Termination Without Cause. This Contract may be terminated by either CITY or EMPLOYEE for any reason whatsoever upon giving thirty (30) calendar days written notice to the other.
- B. Termination For Cause. EMPLOYEE's employment with CITY may be terminated for cause immediately in the sole discretion of the City Council upon the occurrence of any of the following events:
 - 1. EMPLOYEE fails or refuses to comply with the written policies, standards, and regulations of CITY now in existence or that may be established hereafter by the City Council;
 - 2. CITY has reasonable cause to believe EMPLOYEE has committed fraud, misappropriated CITY funds, goods or services to either their own or some other private benefit;
 - 3. The City Council believes EMPLOYEE has committed (either by omission or commission) any misconduct which the Council reasonably believes is detrimental to the CITY or its interests; or
 - 4. EMPLOYEE fails to faithfully or diligently perform their duties as City Manager.

Termination for cause under this Section III(B) will also result in termination from EMPLOYEE's position as the Library Director.

- C. Termination Not For Cause. In the event EMPLOYEE is involuntarily terminated by the CITY before the expiration of this Contract (albeit EMPLOYEE is willing and able to perform those duties) for reasons other than those set out in Section III(B), then in that event EMPLOYEE shall be entitled to and CITY agrees to pay a severance consistent with the following schedule less any applicable withholdings as required by law:
 - If terminated anytime during the Term of this Contract, a sum equal to the value of two months' severance.
 - Payment of the above severance shall be made in one lump sum subject to all necessary withholding.
 - It is also understood that if the City terminates this Agreement under this Section III (C) with payment of a severance, that EMPLOYEE will also no longer be employed as the City's Library Director.
- D. If CITY reduces the salary or other financial benefits of EMPLOYEE in greater percentage than applicable to all unclassified employees of CITY, or if EMPLOYEE resigns at the request of the City

Council (for reasons other than those set out in subsection III(B)), EMPLOYEE may deem this Contract involuntarily terminated without cause and become entitled to the severance payment consistent with subsection (C) of this section.

- E. If EMPLOYEE voluntarily resigns their position with CITY before expiration of this Contract, then EMPLOYEE must give CITY at least thirty (30) calendar days written notice in advance, and EMPLOYEE must be available to perform services for that period. The City Council, however, has the discretion to decide whether EMPLOYEE will continue in the position during the notice period.

SECTION IV. SALARY, BONUS PAYMENT, VACATION, ADMINISTRATIVE AND SICK LEAVE

- A. Base Salary. Commencing June 13, 2024, CITY agrees to pay EMPLOYEE an annual base salary of \$90,000 payable in installments at the same time that the other Department Heads of CITY are paid. If CITY Department Heads receive Cost of Living Adjustments (COLA) to their salaries, EMPLOYEE is entitled to COLA adjustments at the same rate.
- B. Paid Vacation Leave. EMPLOYEE will accrue paid vacation at the rate established for other similarly situated City employees consistent with the provisions of CITY's most current Personnel Policies/Handbook.
- C. Paid Management Leave. EMPLOYEE will receive eight (8) hours paid management leave every month on the same schedule the EMPLOYEE currently receives management leave and consistent with other Department Heads. Management leave will not carryover at the end of each fiscal year. No payment will be made by CITY to EMPLOYEE for any management leave upon termination of employment.
- D. Holidays. EMPLOYEE will receive the same holiday benefits established for other Department Heads City employees consistent with the provisions of CITY's most current Personnel Policies/Handbook.
- E. Sick Leave. EMPLOYEE will accrue paid sick leave at the rate of eight (8) hours per month. No payment will be made by CITY to EMPLOYEE for any sick leave upon termination of employment.

SECTION V. RETIREMENT, HEALTH, DISABILITY AND LIFE INSURANCE BENEFITS.

- A. Retirement. CITY will pay both the employer and employee contributions into the Oregon Public Employees Retirement System (PERS) at the same percentage of salary contributed for CITY's other Department Heads.
- B. Health Insurance. CITY will provide coverage and make required premium payments for EMPLOYEE and dependents for comprehensive medical, dental and vision plans consistent with that paid for CITY Department Heads.

SECTION VI. PROFESSIONAL DEVELOPMENT AND EXPENSE.

- A. CITY encourages the professional growth and development of EMPLOYEE and encourages participation, as they deem appropriate, in professional associations, short courses, seminars and conferences, including membership in the Oregon City County Management Association (OCCMA) and the League of Oregon Cities (LOC). CITY expects EMPLOYEE to attend the LOC Annual Conference. EMPLOYEE may attend the ICMA Northwest Regional Conference and OCCMA Summer Conference as long as the Council approves the funds in the CITY's budget. The CITY will

permit a reasonable amount of time for EMPLOYEE to attend, and CITY will pay for the direct costs necessary for travel, subsistence and registration subject to reasonable availability of funds and as approved in the annual budget.

- B. CITY acknowledges the value of having EMPLOYEE participate and be directly involved in local civic clubs or organizations as approved by Council. Accordingly, CITY shall pay for the reasonable membership fees and/or dues to enable EMPLOYEE to become an active member in local civic clubs or organizations.

SECTION VII. AUTOMOBILE AND CELL PHONE.

- A. If EMPLOYEE uses their personal vehicle on CITY business, CITY will pay monthly vehicle expense reimbursement at the current IRS auto allowance rate.
- B. CITY will provide a cell phone with a City-paid plan consistent with that paid for CITY Department Heads or EMPLOYEE may choose to receive a monthly cell phone stipend of \$50 toward a personal phone and plan.

SECTION VIII. GOAL-SETTING AND PERFORMANCE EVALUATION.

The Mayor and City Council (collectively Council) will periodically identify concerns to EMPLOYEE either by informal discussions with EMPLOYEE or more formally. In the event the CITY does a formal review of EMPLOYEE, this process, at a minimum, shall include the opportunity for CITY and EMPLOYEE to:

- (1) prepare a written evaluation;
- (2) meet and discuss the evaluation; and
- (3) present a written summary of the evaluation results.

The final written evaluation should be completed and delivered to EMPLOYEE within thirty (30) days of the evaluation meeting. These annual evaluations will be in Executive Session consistent with the Oregon Public Meetings Law.

SECTION VIX. GENERAL PROVISIONS.

- A. Professional Liability. CITY will defend, hold harmless and indemnify EMPLOYEE from any and all demands, claims, suits, actions and legal proceedings brought against EMPLOYEE in their individual capacity, or in their official capacity as agent and employee of CITY, consistent with the terms of the Oregon Tort Claims Act (ORS 30.260 to 30.300).
- B. Nothing restricts the ability of CITY and EMPLOYEE to amend or adjust the terms of this Contract. However, no amendment or adjustment will be valid unless in writing and signed by both CITY and EMPLOYEE. EMPLOYEE reserves the right to discuss the terms of this Contract with the City Council in either closed Executive Session or open Regular Session as state law allows.
- C. Bonding. CITY shall bear the full cost of any fidelity or other bonds required of EMPLOYEE under any law or ordinance.
- D. Mediation. Should any dispute arise between CITY and EMPLOYEE regarding the terms of this Contract, the parties shall first discuss the matter informally and if not resolved during those discussions, the dispute shall be submitted to a mediator prior to any arbitration thereon. Mediation

must be commenced within thirty (30) days of the act or event giving rise to the dispute. The parties will exercise good faith to select a mediator who will be compensated equally by both parties. Mediation will be conducted in Yamhill County unless both parties agree otherwise. Both parties will exercise good-faith efforts to resolve disputes covered by this section through this mediation process. If either party requests mediation and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator will be appointed by the presiding judge of the Yamhill County Circuit Court upon request of either party.

- E. Arbitration. If either EMPLOYEE or CITY have a dispute(s) concerning the terms of this Agreement, the terms and conditions of the employment relationship or any federal, state or local law relating to the employment relationship (and not resolved through the mandatory mediation in subsection (E) above), then the dispute(s) shall be resolved by binding arbitration and not otherwise using arbitration in accordance with the then-effective arbitration rules of the Arbitration Service of Portland, Inc. (ASP). A Statement of Claim must be filed by either CITY or EMPLOYEE (consistent with the then-effective ASP rules) not later than ninety (90) days after conclusion of the mediation. Judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. EMPLOYEE and CITY will bear equally the expense of the arbitrator and all other expenses of conducting the arbitration, and each party will pay and be responsible for its own expenses for witnesses, depositions and attorneys.
- F. Integration. This Agreement contains the entire Contract between the parties and supersedes all prior written or oral discussions or Contracts.
- G. Severability. If any provision of this Contract is held unconstitutional, invalid or unenforceable, the remainder of this Contract is severable, not affected, and remains in effect.

IN WITNESS WHEREOF, the Mayor signs this Contract on behalf of the CITY OF DAYTON, OREGON, and Cyndi Park signs this Contract on their own behalf. Two (2) original copies will be executed with one (1) original being retained by each party.

Annette Frank
Mayor
Dayton, Oregon

Cyndi Park
Employee

Date

Date

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To: Honorable Mayor and City Councilors

From: Office of the City Attorney Heather R. Martin and Ashleigh K. Dougill

Issue: Approval of Resolution 23/24-15 City Manager Recruitment Services

Date: June 3, 2024

History/Background

As the City Council is aware, City Manager Rochelle Roaden will be leaving the City as of June 12 and the City will need to begin the process of hiring a permanent City Manager.

At its meeting on May 6, 2024, the City Council considered proposal from 4 different vendors and directed the City Attorney to negotiate an agreement with Erik Jensen of Jensen Strategies, to provide recruitment services for the City.

Jensen Strategies has agreed to provide these services for \$26,000 plus direct expenses estimated to be around \$5,500. These services will include:

Phase 1: Start-up / Candidate Profile Development
Phase 2: Position Advertisement
Phase 3: Candidate Screening
Phase 4: Contract Negotiations

Attached is the City's professional services agreement along with the scope of work for Jensen Strategies as exhibits to Resolution 23/24-15.

Recommendation for Recruitment: Approve Resolution 23/24-15 for City Manager recruitment services.

Potential Motion to Approve:

"I move to approve Resolution 23/24-15 for City Manager recruitment services."

Council Options:

- 1) Approve Resolution 23/24-15.
- 2) Do not approve Resolution 23/24-15 and direct the City Attorney/Interim City Manager to negotiate a contract with another vendor (identify preferred vendor).
- 3) Do not approve Resolution 23/24-15 and direct the City Attorney/Interim City Manager to revise Jensen Strategy contract terms.

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RESOLUTION No. 23/24-15
City of Dayton, Oregon

A Resolution Authorizing an Agreement for City Manager Recruitment Services

WHEREAS, the current City Manager Rochelle Roaden is leaving her position on June 12, 2024 and the City is in need of City Manager recruitment services; and

WHEREAS, the City Council reviewed proposals for recruitment services from four different vendors at its regular meeting on May 6, 2024 and expressed interest in contracting with Jensen Strategies for a cost of \$26,000 plus additional direct expenses; and

WHEREAS, the City Manager and City Council believe the informal selection process to choose a recruitment service did not interfere with competition among prospective contractors, reduce the quality of services, or increase costs; and

WHEREAS, the City Manager and the City Council believe it is in the City's best interest to contract with Jensen Strategies.

Therefore, the City of Dayton resolves as follows:

- 1) **THAT** the City Council does hereby authorize the Mayor to sign a recruitment services agreement with Jensen Strategies in substantially the same form as the attached Exhibit A.
- 2) **THAT** this resolution shall become effective immediately upon adoption.

ADOPTED this 3rd day of June 2024.

In Favor:

Opposed:

Absent:

Abstained:

Annette Frank, Mayor

Date Signed

ATTEST:

Rocio Vargas, City Recorder

Date of Enactment

Attachment: Exhibit A

PROFESSIONAL SERVICES AGREEMENT

This Agreement made on the ____ day of June 2024 (“Effective Date”), between:

City of Dayton
416 Ferry Street
PO Box 339
Dayton, OR 97128
cityofdayton@daytonoregon.gov
503-864-2221

(“City”)

and
Jensen Strategies
1750 SW Harbor Way
Ste 350
Portland, Oregon 97201
erik@jensenstrategies.com
503-477-8312

(“Consultant”)

Consultant agrees to provide professional services (a.k.a. “personal” services) to City pursuant to this Agreement. Such services are authorized by and subject to the terms and conditions of this Agreement.

The “Project”:

The City is in need of recruitment services to select the best candidate to serve as the City of Dayton’s next City Manager. The City desires to attract a wide range of qualified applicants who will meet the City’s needs and will be the best candidate for the position. Consultant understands the City’s description of the Project and has conducted initial inquiries with City regarding the Project. Consultant represents that Consultant is competent and willing to undertake professional services in connection with the Project and can perform such professional services within the time allotted herein.

1. Consultant’s Responsibilities

1.1. Consultant will provide professional services for City during all phases of the Project to which this Agreement applies, serve as the City's professional representative for the Project as set forth below, and will give professional consultation to City during the performance of services hereunder.

1.2. Consultant will provide all professional services customarily furnished and reasonably necessary within the Scope of Services set out in Exhibit A, attached. Time is of the essence of this Agreement. City and Consultant will develop a Project Schedule consistent with requirements of the Scope of Services and Consultant will complete each phase of the services in accord with the Schedule. Subconsultants, if any, may only be used with City's prior written consent; however, City agrees herein to the use of former city administrators as set forth under Section 3.1 of Exhibit A. Consultant will contract directly with and will pay such subconsultants. City has no obligation to pay any subconsultants.

1.3. Consultant will pay all royalties and license fees which may be due by reason of materials or methods employed by Consultant or its subconsultants or by reason of the necessary inclusion of protected materials or methods in the Project as designed except to the extent such materials or methods are included with the informed consent or at the direction of City. Consultant will defend all suits or claims for infringement of patent, trademark, or copyright for which Consultant is responsible pursuant to this paragraph, which may be brought against City, and Consultant will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees.

1.4. Consultant will not be relieved of responsibility for errors or omissions or other defects in plans and specifications or any other documents prepared by Consultant for City's review and approval.

1.5. All services provided by Consultant will be performed in a prompt manner and will be in accordance with the professional standards of care and diligence applicable to such services performed by recognized firms in the locale and on the type of project contemplated at the time such services are performed. Consultant will be responsible for all services provided whether such services are provided directly by Consultant or by subconsultants engaged by Consultant. Consultant will make all decisions called for promptly and without unreasonable delay.

1.6. Consultant will perform only the services authorized. Additional services will be compensated only as authorized in writing by City. To the extent services are made necessary by any fault or error of Consultant in the performance of Consultant's duties, responsibilities, or obligations, the services will not be compensated.

1.7. Consultant will maintain all documents, books, papers, recordings and all other records, including any in digital format, arising out of or related to this Agreement for a period of five (5) years after completion or abandonment of the Project. Such records will be made available, in full, to City upon reasonable notice.

1.8. If applicable, Consultant will designate a representative fully knowledgeable about the Project with the authority to carry out Consultant's duties under this Agreement.

1.9. Consultant will furnish City its IRS-designated employer identification number or its social security number if it does not have an employer identification number.

1.10. Consultant will not provide any comments, information, press releases or opinions to representatives of newspapers, magazines, television and radio stations, weblogs or any other news medium on the Project without City's prior written consent.

1.11. Consultant will give prompt written notice to City if Consultant becomes aware of, or forms a belief regarding, actual or potential problems, faults or defects in the Project, any nonconformity with the Agreement, or with any federal, state or local law, regulation or ordinance, or has any objection to any decision or order made City with respect to Consultant's duties under this Agreement. Any delay or failure on the City's part to provide a written response to Consultant will not be deemed an endorsement of Consultant's notice and will not constitute a waiver of any of City's rights.

1.12. Any employee of Consultant will be paid at least time and a half for all time worked in excess of 40 hours in any one week, other than a person excluded from overtime pursuant to ORS Chapter 653 or United States Code Title 29.

1.13. Consultant will promptly pay, as due, all persons supplying labor or material for the performance of its work under this Agreement.

1.14. Consultant will pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of its work under this Agreement.

1.15. Consultant will pay to the Department of Revenue all sums withheld from employees under ORS 316.167. Consultant represents and warrants that it has complied with all applicable Oregon tax laws, including all taxes imposed by Oregon local governments, and will continue to do so during the term of this Agreement.

1.16. Consultant will promptly pay, as due, all persons or entities furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to Consultant's employees, those sums that Consultant agrees to pay for those services and all moneys and sums that Consultant collected or deducted from its employees' wages under any law, contract or agreement for the purpose of providing or paying for the services.

1.17. Consultant is an employer subject to Oregon's workers compensation laws and will comply with ORS 656.017, or Consultant will promptly demonstrate to City's satisfaction that it is exempt from such law in accordance with ORS 656.126.

1.18. Consultant represents and warrants that it has the power and authority to enter into and perform under this Agreement.

1.19. If the amount of the Agreement exceeds \$10,000 and the Consultant is not domiciled in or registered to do business in Oregon, the Consultant shall provide the Oregon Department of Revenue all information required by that Department.

1.20. Consultant shall ensure that its employees have identifying uniforms or other designation of identity (ID badge, clothes with Consultant logo) while on City property.

1.21. Consultant is responsible for transportation of any individuals working for it on the Project to and from the Project site.

2. City's Responsibilities

2.1. City will designate a representative fully knowledgeable about the project and with the authority to review and approve all project work.

2.2. City will furnish Consultant with information regarding requirements for the project, including programs setting forth City's objectives, schedules, constraints and criteria.

2.3. City will render its own decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's services.

2.4. City will furnish Consultant with all information in its possession regarding the project.

3. Payments to the Consultant

3.1. For the period of this Agreement, Consultant agrees to provide services at a cost of \$26,000 which is a do not exceed amount in addition to direct expenses as set out in Exhibit A and subject to the terms of this Agreement. The parties understand and agree that this cost represents a full and fair payment for all services performed by Consultant for City, pursuant to this Agreement.

3.2. Consultant will invoice City on a monthly basis. Consultant's invoices will include a summary of services provided [and a summary of authorized additional services, with supporting documentation]. Consultant expressly waives any right to payment for services rendered if such services are not billed within sixty (60) days following their rendition.

3.3. City shall pay undisputed Consultant invoices within thirty (30) days of receipt.

3.4. Consultant's billing records, which include timesheets, rate schedules, and invoices necessary to support invoices for time and materials, additional services, and expenses will be maintained current by Consultant according to generally recognized accounting principles and will be maintained for a period of three (3) years following completion or abandonment of the project. Such records will be available to City for inspection, copying and/or audit during normal business hours.

4. Inspection and Acceptance

The Project shall be subject to inspection by City. Should the quality of the work done on the Project not be satisfactory to City, City will provide notice of the defects and a cure date by which Consultant shall have corrected any defective work. If the Consultant does not comply, City shall have the ability terminate this Agreement.

5. Term/Termination

5.1. City may terminate this Agreement for convenience and without cause by giving written notice of such termination to Consultant. Upon receipt of such notice, Consultant will immediately cease further performance except that Consultant may perform such services and incur such reimbursable expenses as are reasonably necessary to preserve work that has been completed or is in progress and to achieve an orderly termination. Upon such termination, City will pay Consultant, pursuant to the payment provisions of this Agreement for all authorized services or reimbursable expenses up to the date established in the notice of termination. Authorized reimbursements will include those costs necessarily and reasonably incurred by Consultant for organizing and carrying out the termination. City will not be obligated to reimburse Consultant for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments.

5.2. Within a reasonable time after termination of this Agreement or of any Exhibit A work, Consultant will deliver to City all materials and equipment and documentation, including raw or tabulated data and work in progress upon payment pursuant to paragraph 5.1 above.

5.3. Termination of this agreement by City will not constitute a waiver or termination of any rights, claims, or causes of action City may have against Consultant under this Agreement.

5.4. Upon a determination by a court or an arbitrator that any termination by City of Consultant or its successor in interest was wrongful, such termination will be deemed converted to a termination for convenience as set forth above and Consultant's remedy will be so limited.

6. Insurance

6.1. Consultant will maintain throughout the period of this Agreement, as extended from time to time, and for a period of two (2) years after completion of the Project, the following minimum levels of insurance:

- (a) Workers' compensation coverage as required by law.
- (b) Employer's liability with limits of not less than \$1 million per occurrence.
- (c) Comprehensive general liability for damages as a result of death or bodily injury to any persons or destruction or damage to any property with limits of not less than \$1 million per occurrence.

- (d) Comprehensive automobile liability insurance for at least \$1 million per occurrence.
- (e) Errors and omissions insurance with limits of not less than \$1 million. Consultant will require that any subconsultants engaged or employed by Consultant carry and maintain similar insurance with reasonably prudent limits and coverages in light of the services to be rendered by such subconsultant.

6.2. Consultant's insurance will be primary and any insurance carried by City will be excess and noncontributing. The general liability coverage will name City as additional insureds and will contain a severability of interest clause. Workers' compensation coverage will contain a waiver of subrogation in favor of City. All required coverage will be with companies rated A-/V or better by A.M. Bests Rating Service and will provide City with thirty (30) days' notice of material change, expiration, or cancellation.

6.3. Prior to commencement of any services under this Agreement, Consultant will furnish City with Certificates of Insurance and endorsements evidencing coverage and provisions as required. In the event Consultant fails to maintain insurance as required, City will have the option, but will not have the obligation, to obtain such coverage with costs to be reimbursed by Consultant.

7. Compliance with Applicable Law

Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Services under the Agreement.

7.1 Without limiting the generality of the foregoing, Consultant expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement and incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated:

7.1.1 Titles VI and VII of the Civil Rights Act of 1964, as amended;

7.1.2 Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;

7.1.3 the Americans with Disabilities Act of 1990, as amended;

7.1.4 Executive Order 11246, as amended;

7.1.5 the Health Insurance Portability and Accountability Act of 1996;

7.1.6 the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;

7.1.7 the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;

7.1.8 ORS Chapter 659, as amended;

7.1.9 all regulations and administrative rules established pursuant to the foregoing laws; and

7.1.10 all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and regulations.

7.2 City's performance under the Agreement is conditioned upon Consultant's compliance with the provisions of ORS 279B.020, ORS 279B.220, 279B.225, 279B.230, and 279B.235 which are incorporated by reference herein.

8. Security Check

Consultant agrees that each of its employees, subconsultants' employees, and other individual involved in the Project may at the option of City be subject to a background/security check at any time through the Yamhill County Sheriff's Department or other designated agency. City retains the right to require immediate removal of any individual. Notwithstanding the foregoing, Consultant, not City is solely responsible for performing background checks on and screening for public safety for all individuals working for Consultant on the Project and to the extent allowed by law shall provide such screening information to City upon request.

9. Delay

Neither party will be responsible to the other for its failure to perform on time when such failure is due to causes beyond the party's reasonable control such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Consultant's services are delayed by such contingencies, Consultant will immediately notify City in writing and City may either (1) extend time of performance, or (2) terminate the uncompleted portion of Consultant's services at no cost to City.

10. Independent Contractor

Consultant is an independent contractor and is entitled to no compensation other than the compensation expressly provided by this Agreement. Nothing in this Agreement will be construed as forming a partnership, agency or joint venture between the parties. As an independent contractor, Consultant is not entitled to indemnification by City or the provision of a defense by City under the terms of ORS 30.285. This acknowledgement does not affect Consultant's independent ability (or the ability of its insurer) to assert the monetary limitations, immunities or other limitations affecting a claim made under the Oregon Tort Claims Act.

11. Notices

Any notice required under this Agreement will be deemed properly given if directed by prepaid mail, certified return receipt requested, or delivered in hand to the parties at the address as specified on the face page of this Agreement.

12. Indemnity

Consultant is responsible for any and all liability arising out of or related to the performance of work pursuant to this Agreement. Consultant will indemnify, defend (with counsel acceptable to City) and hold City, its elected officials, directors, employees, and agents harmless from and against any and all liability, losses, costs, settlements and expenses in connection with any action, suit or claim resulting or allegedly resulting from Consultant's acts, omissions, activities or services in the course of performing under this Agreement.

13. Mediation/Litigation

If any dispute arises between the parties to this Agreement, the dispute will be submitted to mediation prior to any litigation. No claim or dispute arising under this Agreement may proceed to litigation if the parties have not first mediated that claim or dispute. Mediation will be conducted in Yamhill County, Oregon. The parties will attempt to select a mediator within 30 days of a party's request for mediation. If the parties fail to agree on a mediator, a mediator will be appointed by the presiding judge of the Yamhill County Circuit Court upon a party's request. The mediator's fees and expenses will be shared equally by the parties. Each party will bear its own attorney fees.

Any litigation arising out of or related to this Agreement will be tried to the court without a jury. Each party will bear its own fees, costs and expenses related to any litigation, including attorney fees.

14. Governing Law

This Agreement and all services performed hereunder will be interpreted under the laws of the State of Oregon without respect to conflict of laws principles. The exclusive venue for any lawsuit or action will be in Yamhill County, Oregon. Consultant consents to the personal jurisdiction of the Circuit Court for the State of Oregon, Yamhill County.

15. Assignment

Consultant cannot assign any rights nor delegate any responsibilities it has under this Agreement without City's prior written approval which approval is in City's sole discretion.

16. Severability

If any term, condition or provision of this Agreement or the application thereof to any circumstance is determined to be invalid or unenforceable to any extent, the remaining provisions of this Agreement will not be affected but will instead remain valid and fully enforceable.

17. Article Headings

All article headings are inserted for convenience only and will not affect any construction or interpretation of this Agreement.

18. Waiver

No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver.

19. No Third-Party Beneficiaries

This Agreement confers no rights or benefits on any third party.

20. Entire Agreement

This Agreement signed by both parties and so initialed by both parties in the margin opposite this paragraph constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms. Any and all representations, promises, warranties, or statements by City or City's agents that differ in any way from the terms of this written Agreement will be given no force and effect. This Contract will be changed, amended, or modified only by written instrument signed by both City and Consultant. This Agreement will not be modified or altered by any course of performance by either party.

CITY OF DAYTON

Annette Frank

CONSULTANT

Jensen Strategies

By: _____

Title: Mayor

By: _____

Title: _____

EXHIBIT A

Project Scope

Overview: Our objective is to help you select the best candidate to serve as the City of Dayton's next City Manager. Our recruitments are structured to attract a wide range of qualified applicants, who we vet using our administrative experience and our knowledge of your city's needs to present you with the best possible candidates for the position. We commit to working in close partnership with the City of Dayton (City), following a process designed to make the best use of your time and resources.

The following scope of work is designed to follow these parameters. The final scope will be revised, if needed, to meet the specific needs of the City.

Phase 1: Start-up / Candidate Profile Development

- 1.1 Start-up meeting:** We will begin the recruitment by meeting via Zoom with the current acting City Manager and/or other designated City representatives to refine the project scope. The proposed process and timeline will be amended as necessary, respecting any scheduling considerations or special requests. This initial phase will also include collaboration to define the geographic and professional breadth of the recruitment and identify the key stakeholders who will help inform the candidate profile development.

Deliverables: Zoom meeting with designated City staff, final project scope and timeline, geographic and professional refinement, and determination of key stakeholders.

- 1.2 Background Research:** We will familiarize ourselves with any key documents (plans, financial information, etc.) as well as the culture and values of both the organization and the community.

Deliverables: Jensen Strategies' understanding of Dayton.

- 1.3 Stakeholder Interviews:** Our team will conduct Zoom interviews with the Mayor, City Council, and upper-level City staff to gather background information on major issues facing the City and initial perspectives on what the City is looking for in its next City Manager. In our experience, the individual interviews provide highly valuable qualitative information that can help us find the best candidates for your City's needs.

Deliverables: Up to 14 stakeholder interviews.

- 1.4 Stakeholder Meetings and Surveys:** To gather information on the desired attributes for Dayton's next City Manager, we will facilitate one external stakeholder Zoom or in person meeting open to the public. We will also conduct two online surveys, one for the community and one for City staff input. Our team will seek an open and dynamic exchange of ideas to capture the full range of attributes Dayton would like to see in its next City Manager. We will provide a sharable invitation and the City will be responsible for the distribution and promotion of the community input meeting and staff survey. We have the ability to contract with either our contractors or existing City vendors to provide Spanish written and verbal translation services for these surveys and meetings if desired. City staff will be responsible for promoting the community input meeting and staff survey.

Deliverables: Meeting promotion materials, one Zoom [or in person which is negotiable for an additional direct expense] public meeting, and two online surveys for community and City staff input.

- 1.5 Initial Candidate Profile Draft:** Drawing upon the input gathered from our interviews, background review, and stakeholder meeting(s) and surveys, we will develop a draft candidate profile containing the knowledge, skills, abilities, education, and work experience desired for the position, as well as traits such as management approach and personality. As an additional task, upon request, we will provide comparable City salary research to the Council to assess the competitiveness of the compensation package. Also, based on our research and information gathered, we will prepare policy priorities and hiring procedures as required by Oregon public meeting law (ORS 192.660).

Deliverables: Candidate profile initial draft and optional comparable salary research.

- 1.6 Draft Finalization:** We will discuss the draft candidate profile with the acting City Manager and other staff, to validate and finalize the draft in advance of meeting with the City Council. These discussions may take place over email, conference calls and/or Zoom meetings.

Deliverables: Emails, conference calls, and/or Zoom meetings as necessary to finalize the candidate profile draft. Final draft of candidate profile.

- 1.7 Review and Adoption of Candidate Profile and Hiring Process:** We will attend a City Council work session by Zoom to present the draft profile including a discussion of any changes/alterations. Following the work session, we will make any changes desired by the Council, and will submit the final profile and hiring process for formal Council approval as required by Oregon law.

Deliverables: Participation in one City Council work session. Preparation of official candidate profile and hiring process for Council adoption.

Phase 2: Position Advertisement

- 2.1 Recruitment Brochure Development:** Upon City Council formal adoption of the hiring process and candidate profile, consistent with Oregon public meeting law (ORS 192.660), our team will develop a professional, comprehensive recruitment brochure designed to attract high quality applicants. Organization-specific information will be incorporated into the brochure, including an overview of department functions/services, staff size, budgetary information, and current challenges and policy priorities. Community information will be added, including a description of the environment with quality of life details, economic highlights such as important industries and major employers, and a listing of public agencies with overlapping jurisdiction. The brochure will conclude with position compensation information, including salary and benefits package, as well as information on how to apply for the position and the recruitment timeline.

Deliverables: Development of one recruitment brochure in PDF format.

- 2.2 Position Advertisement:** We will execute a comprehensive and strategic position advertisement process designed to attract a variety of qualified and well-suited candidates. Our approach will be multi-faceted and will include advertising the position on high-profile managerial and specialization-specific websites, within professional publications and periodicals, with venues that reach out to diverse candidate populations, and in other forums as appropriate. We will also directly contact qualified managers within our extensive professional network to inform them of the opening.

Deliverables: Multi-faceted advertisement approach. Proactive contact of qualified professionals.

Phase 3: Candidate Screening

We will carefully vet all submitted applications, conduct in-depth interview processes, and provide the City with all the information necessary to make the best choice for finalists and the successful candidate. We will also maintain written contact with candidates to keep them updated on the recruitment process.

- 3.1 Initial Application Screening:** Candidates will provide a resume, a cover letter, and a Jensen Strategies supplementary application form. Our team of former public administrators will review applications using criteria consistent with the adopted City Manager profile, remove all non-responsive applications, and determine which candidates most closely align with the City's needs.

Deliverables: Initial application screening.

- 3.2 Semi-Finalist Zoom Interviews:** We will conduct preliminary Zoom interviews with the candidates who most closely align with the candidate profile, including all veterans who meet the position's minimum qualifications (as required by Oregon law). In preparation for the interviews, we will conduct an internet search regarding each candidate, to identify any high profile work-related media.

Deliverables: Preliminary Zoom interviews and internet research for up to 10 candidates.

- 3.3 Recommendation of Finalists:** We will attend an executive session of the City Council in person to present the results of our initial review process and recommendations of up to four finalists. For transparency, we will provide briefing notebooks with information on all the candidates interviewed. During the session, we will answer Council questions and assist in facilitating a discussion to help them reach a consensus on up to four finalists. Subsequently, we will provide a press release for the City to distribute announcing the finalists after we receive permission from those candidates for public disclosure of their candidacy.

Deliverables: Recommendation of up to four finalist candidates with supporting information on all candidates interviewed by Zoom. Attendance, presentation, and facilitation at a City Council executive session. Press release for distribution.

- 3.4 Background Checks on Finalists:** We will work with our partner, Legal Locator Service (www.legallocatorservice.com), to perform comprehensive background checks on all finalists. Background checks will include at a minimum:

- County criminal searches
- State criminal searches
- Federal criminal searches
- National criminal database searches
- Sex offender searches
- Motor vehicle searches
- Education/degree verification
- Employment verification
- Credit checks
- Civil litigation

Deliverables: Identification of any concerning issues found during background checks of up to four candidates.

- 3.5 Reference Checks on Finalists:** We will take the necessary time to vet the candidates with the references they provide, as well as other knowledgeable contacts we may be aware of, asking incisive questions to gain a comprehensive understanding of their abilities as managers and potential fit for the City. We require four references from each candidate and we conduct individual phone interviews with each reference.

Deliverables: Reference check summaries for up to four finalists.

- 3.6 Finalist Receptions:** Prior to the final interviews, two receptions will be held to provide opportunities to interact with the finalists, ask them questions, and form general impressions of the candidates. The first reception will be open to the City staff, and the second reception will be open to members of the public. At both receptions, attendees will be provided an opportunity to provide feedback concerning their impressions of the finalists, to inform the Council's final selection process. As noted before, we have the resources to provide Spanish translation for the meetings and feedback surveys. The City will be responsible for promoting both receptions.

Deliverables: Coordination, development, and implementation of two in-person finalist receptions. Feedback survey for participants.

- 3.7 City Tour:** We will coordinate with the City to offer and staff a tour of the City for the finalists.

Deliverables: Coordination with City to provide tour.

- 3.8 Finalist Interviews:** Finalists will be interviewed in-person by four panels consisting of (1) City Council (conducted in executive session), (2) local government administrators from other jurisdictions, (3) department heads, and (4) community leaders. Panelists will receive an informational packet containing interview guidelines, questions, and comprehensive information on each finalist. After panel interviews have been completed, we will summarize the findings and recommendations to be shared during Council deliberations and selection.

Deliverables: Coordinating, orienting, and providing briefing materials for the finalist panels. Moderate panel interviews. Written summaries of the feedback and observations from panel interviews and receptions if relevant.

- 3.8 Council Deliberations and Selection:** The Council will convene in executive session. At the session, we will provide summary material on all input received during the finalist receptions, interviews, references, and background checks. We will facilitate the Council's discussion in identifying their selected candidate.

Deliverables: Attendance, presentation, and facilitation at City Council executive session to reach a consensus on a selected candidate.

Phase 4: Contract Negotiations

- 4.1 As requested by the City, we will advise in the contract negotiations with the selected candidate. We recommend the City Attorney lead the negotiations.

Deliverables: Assistance provided to the City in contract negotiations, not to exceed four hours.

Adjustments to the Recruitment Process

Jensen Strategies is dedicated to providing a recruitment process that meets the City's expectations and produces an outcome that generates wide support. We commit to working closely with the City and are more than willing to adjust our process as needed to meet your specific needs. After a scope of work has been agreed upon, Jensen Strategies will not be responsible or liable for any deviation in the process or discountenance of professional advice. Consequences may include removing our one-year guarantee (with advance notice).

Professional Liability Insurance

Jensen Strategies carries a professional liability insurance policy through The Hanover Insurance Group in the amount of \$2 million.

Guarantee

Jensen Strategies stands by our work. We will guarantee, with a full recruitment from inception to selection, if the selected candidate resigns or is terminated for cause within **one year** of the hire date, we will conduct one replacement recruitment for no additional professional fees. In this event, the organization would only be responsible for paying the direct expenses associated with the additional recruitment. This guarantee applies if the following terms are met:

1. the selected candidate signs an employment agreement with the organization prior to starting work;
2. Jensen Strategies has fully vetted the selected candidate as described in the scope of work;
3. Jensen Strategies has been requested to implement this guarantee within three months of the employee's departure; and
4. organization representatives do not deviate from the agreed upon scope of work and/or Jensen Strategies' professional advice provided for the best interest of a successful recruitment.

Timeline

The following schedule is only a sample time frame. The consultant will work with the City to develop a schedule that meets its needs.

Date	Actions
Week 1	Start-up meeting with City to finalize scope and timeline
Weeks 2 and 3	Stakeholder interviews Virtual public input meeting Staff and community online survey
Week 4	Initial candidate profile draft and finalization
Week 5	City Council work session re: draft candidate profile and hiring process
Week 6	Council official adoption of candidate profile/hiring process
Week 7	Recruitment brochure development and finalization
Weeks 8 - 11	Position advertisement
Week 12	Initial application screening
Week 13	Preliminary Zoom interviews
Week 14	Recommendation and selection of finalists
Week 15	Background/reference checks on finalists
Week 16	Finalist receptions, tour, interviews, and selection

Project Budget

Professional Fee: Jensen Strategies' fees includes all staff time, meetings and communication with the City, preparation of documents and advertisements, candidate profile development, application screening, communications with candidates, interviews, reference checks, candidate travel coordination, preparation/facilitation/moderation of stakeholder meetings and interview panels, and other tasks related to the recruitment. Travel time will be billed at half of the team member's fee. Our professional fees for the approach offered is:

Professional Fees: \$26,000

Direct Expenses: Expenses are the responsibility of the City. Whenever possible, we will wait for your approval before incurring expenses. Though we tailor each recruitment to our clients' individual needs, expense items typically include:

- Fees for advertising the position online and in publications (typically less than \$2,500)
- Background checks for finalists (typically less than \$1,000 for up to four finalists)
- Document printing and binders (typically less than \$300)
- Graphic art design (typically less than \$1,000)
- Consultant travel expenses (mileage charged at current IRS mileage rate, lodging at no more than \$200/night/person, \$60 daily per diem per person)
- Any relevant out of state candidate travel and lodging expenses will be processed through the City directly.

Estimated direct expenses: \$5,500

Jensen Strategies will submit invoices to the City monthly for services rendered, with payment due in 30 days.

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To: Honorable Mayor and City Councilors

From: Rochelle Roaden, City Manager

Issue: Approval of Resolution 23/24-16 Public Works Design Standards Update No. 15

Date: June 3, 2024

Background and Information

This is a periodic PWDS update with various clarification language added to the PWDS body and details, based on issues or confusion that came up during this past summer construction season.

This update includes numerous wording clarifications regarding questions that have come up during development projects, as well as clarification items that came up on projects with our other City & District clients.

In addition to general clarifications, the following are also addressed.

- Moved the detail table of contents to the front of Appendix A, to make it simpler by having the detail index in the same pdf section as the details.
- Various wording additions to address ORS updates from the last legislative session.
- Updates to address provisions in the final federal PROWAG standards (Public Right-Of-Way Accessibility Guidelines) which we adopted nationwide last fall.
- Added headings in various places to make finding information in the PWDS easier.
- Updates to reflect current technology allowing digital copies of plans to be submitted for review.
- Reduction in the required maintenance bond amounts from 40% of construction costs to 20%.
- Clarification regarding infrastructure testing that contractor has to coordinate to have PW staff witness.
- Update vision clearance language to match recent LUDC updates.
- Clarification regarding landscape block retaining walls around inlets or other City utility improvements, as applicable.
- Added overlay paving details (same as developed and used in City projects over the past several years).
- Clarification language regarding drainage and storm system verification in conjunction with development proposals and drawing sets.
- Clarification language regarding private storm pumps to pump stormwater to a City storm system.
- Clarification of the need to plug existing sewer laterals at the mainline when building demolition occurs.
- Clarification of standards when private sewer grinder pumps are approved for a discrete lot.
- Clarification language addressing City approved meters on detector loops of DCDA installations.

- Clarification regarding orientation of new hydrants.

Due to the size of the redlined version, it is not included in the agenda packets. All revisions are included in the redline format provided for review at <https://spaces.hightail.com/receive/uJpiqYN0Yv>

Denny Muchmore will be at our meeting to answer any questions the Council may have.

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

City Manager Recommendation: I recommend approval Resolution 23/24-16.

Potential Motion to Approve: "I move to approve Resolution 23/24-16 a Resolution adopting Public Works Design Standards Update No. 15."

Council Options:

- 1 - Approve Resolution 23/24-16 as recommended.
- 2 - Approve Resolution 23/24-16 with amendments.
- 3 - Take no action and direct staff to do further research or provide further options.

Exhibit A

with the easement.

(C) include provisions that the easement cannot be extinguished without explicit written authorization from the City, and

(D) include language that the easement will not be extinguished by the doctrine of merger (*unless the properties are consolidated into a single legal lot of record*) similar to the wording included in City easements, PWDS Appendix D.

(E) include a legal description and exhibit map defining and showing the easement boundaries and the associated properties, as summarized above.

- f. **Recorded copies of all required easements, dedications and/or agreements (*both public & private*) shall be submitted to the City Engineer and the Public Works Director prior to start of construction, with the exception noted under PWDS 1.9.i.3 for subdivisions or partitions where all public utilities will be constructed prior to the recording of a final plat. All recording costs shall be borne by the Developer.
- g. When requested by Public Works or the City Engineer, a digital drawing shall be submitted containing the final alignment & boundaries of all new easements associated with the development. The easement limit/boundary drawing shall be in Autocad format, and shall include lot lines, right-of-way lines and easement lines each on separate layers.

1.13 PUBLIC WORKS VARIANCES TO DESIGN STANDARDS

- a. Request for Public Works Variance from PWDS Requirementste Specifications/Standards
 - 1) Public Works variances to specifications or PWDS requirementsstandards may be requested as outlined below.
 - 2) In considering Public Works variance requests, the City, at its sole discretion, will seek input from individuals and/or agencies which may have information that would be relevant to the decision making process.
 - 3) It is to be noted that if the requested variance involves public safety, the City will rule in favor of safety.
 - 4) It is the responsibility of the design engineer to submit a written request for any proposed deviations or variances from City standards or PWDS requirements.
 - 4)a) Failure by the City to detect a deviation from (or the need for a required variance of) the PWDS requirements during drawing review or approval does not constitute an default approval of said variance, unless the variance was requested in writing as outlined below and approved by the City.

b. Public Works Variance Process

1) Submittal

- a) Requests for Public Works variance shall be submitted in writing to the City Engineer. This written request shall state the desired Public Works variance, the reason for the request and a comparison between the specification/standard and the variance as far as performance, etc.
- b) Any variance of these Standards should be documented and referenced to a nationally accepted specification/standard. The use thereof shall not compromise public safety or the intent of the City's Standards (*as determined by the Public Works Director and City Engineer*).

2) City's Review

- a) The Public Works variance request shall be reviewed by the City Engineer who shall make one of the following decisions:
 - (1) Approve as is,
 - (2) Approve with changes, or
 - (3) Deny with an explanation.
- b) Approval of a request shall not constitute a precedent.
- c) For Public Works variances which will result in increased maintenance or increased future costs by the developer (*or the future property owners*), the variance request must be concurred with in writing by the developer/property owner prior to final approval by the City.

3) Appeal

- a) Applicant may appeal the City Engineer's decision to the City Manager. Applicant may appeal the City Manager's decision to the City Council.

c. Criteria for Variance from PWDS Requirements of Specification Standards

- 1) The City Engineer may grant a Public Works variance to the adopted specifications or PWDS requirements ~~Standards~~ when ALL of the following conditions are met:
 - a) Topography, right-of-way or other geographic conditions impose an unreasonable economic hardship on the applicant (*as determined by the Public Works Director*) and an equivalent alternative is proposed which can accomplish the same intent. Variances to self-imposed hardships shall not be allowed. The variance requested shall be the minimum variance which alleviates the hardship.

- b) Flow channel height shall typically be to the crowns of the storm pipes, but in no case shall channel depth be less than 2/3 the pipe diameter. Benches beside flow channels shall be sloped from the manhole wall toward the channel to prevent accumulation of solids.
- c) Beaver slide channels shall be shaped to allow the insertion of a 6-inch diameter by 3-foot long TV camera into the downstream sewer.
- d) Concrete for storm manhole channeling shall conform to the same requirements as for sanitary sewer manholes.

4)5) Rim Elevation

- a) The rims of all manholes located within paved or other hard surfaced areas (*or where paved pads are required around manholes per City standard details*) shall be set to finished grade. Manholes outside of these areas shall be set above finish grade as shown on the City standard details.
- b) Concrete riser rings shall be used to bring casting to grade. The height from the top of the cone or flattop section to the rim shall not exceed 18 inches.

d. Mainline Storm Cleanouts

- 1) Mainline storm cleanouts will not be approved as substitutes for manholes or terminal catch basins. Cleanouts shall only be allowed at the upper end of main storm lines less than 150 feet long which will be extended on the same grade and alignment during the next construction phase of a multiphase development (*ie. future phase of a multiphase project approved for development under the same land use approval as the phase with the proposed cleanout*), and which do not have any storm drain service laterals.
- 2) All mainline cleanouts meeting the criteria above will be considered on a case-by-case basis and approved by the City Engineer and the Public Works Director (*at their sole discretion*).
- 2)3) In all cases, plan and profile showing the alignment and depth of the anticipated future extension from the proposed cleanout to the next manhole shall be submitted prior to approval of cleanouts.

3.18 WORK ON or CONNECTION TO EXISTING STORM DRAIN MAINLINES

a. General

- 1) Connections of new storm drain service laterals to existing storm mainlines shall be made watertight. Connection shall be made where possible to existing tees or wyes previously installed and capped. In all cases, the

In general, as much cover as possible shall be provided. If less than 3 foot of cover is provided, the sewer shall be protected by a reinforced concrete slab centered over the sewer main (*set 6" minimum above the pipe, 6" minimum thickness w/#4 bars at 12" O.C E.W, and extending a minimum of 3 feet beyond the width of the trench*).

- 2) Perpendicular Crossings. Sewers crossing streams or drainage channels shall be designed to cross the stream as nearly perpendicular to the stream channel as possible and shall be free from change of grade at the crossing.
- 3) Sewers located along streams shall be located outside of the stream bed and sufficiently separated from the stream to allow for future possible stream channel widening (*separation required is at the discretion of the Public Works Director*).
- 4) All manhole covers below the 100 year flood elevation OR ~~or~~ less than 2 feet above the 100 year flood elevation shall be provided with leakproof manhole inflow protector lid inserts as specified (*Manpan or equal*).
- 5) Pipe material at crossings shall be Class 50 ductile iron with an 18 foot length of pipe centered on the stream or drainage channel centerline. The ductile iron pipe shall extend to a point where a 1H:1V slope from the top of the bank and sloping away from the channel centerline intersects the top of the pipe.
- 6) Installation of sewers in a steel casing pipe will be required when the above cover requirements cannot be met, with PVC sewer pipe installed through the casing per City details. Each deviation from the above requirements will be reviewed on a case-by-case basis.

4.16 MANHOLES AND MAINLINE CLEANOUTS

a. General

- 1) Sewer service laterals shall not be connected into manholes unless approved in writing by the City Engineer and the Public Works Director on a case-by-case basis. Where sewer service lateral connections to manholes are allowed, the crown of the sewer service lateral pipe shall be installed at or above the crown of the manhole outlet pipe, or as required to provide a minimum of 0.35' fall across a 48-inch manhole, whichever is greater.

b. Mainline Sewer Cleanouts

- 1) Mainline cleanouts will not be approved as substitutes for manholes. Cleanouts shall only be allowed at the upper end of ~~lateral or mainline~~ sewers less than 150 feet long which will be extended on the same grade and alignment during the next construction phase of a multiphase development (*ie.*

future phase of a multiphase project approved for development under the same land use approval as the phase with the proposed cleanout), and which does not have any sewer service laterals.

2) All mainline cleanouts meeting the criteria above will be considered on a case-by-case basis and approved by the City Engineer and the Public Works Director (at their sole discretion).

2)3) In all cases, plan and profile showing the alignment and depth of the anticipated future extension from the proposed cleanout to the next manhole shall be submitted prior to approval of cleanouts.

c. **Manhole Size**

- 1) For pipe 21-inches in diameter and smaller, the minimum diameter of manholes shall be 48 inches.
- 2) For pipe larger than 21-inches to 27-inches in diameter, the minimum diameter of manholes shall be 60 inches.
- 3) For pipe larger than 27-inches in diameter, the minimum diameter of manholes shall be 72 inches unless otherwise approved by the City Engineer.
- 4) Larger manholes may be required for multiple pipe connections, multiple pipe connections or acute angle pipe connections *(as directed by the Public Works Director or the City Engineer)*.
- 5) Manholes sizes for drop structures or metering manholes will be reviewed on a case-by-case basis.

d. **Manhole Location:**

- 1) Manholes shall be placed at the following locations:
 - a) Upper end of all mainline lateral-sewers, except as provided above.
 - b) Every change in grade or alignment of a sewer.
 - c) Every change in size of a sewer.
 - d) Each intersection or junction of sewers, excluding sewer service laterals 6-inches or less in diameter.
 - e) Adjacent to the center radius point of a cul-de-sac.
 - f) In front of the last property or lot being served by terminal sewers (which cannot be extended in the future), with the manhole to be located a minimum of 10 feet past the common lot line of the last adjoining parcel served (ie. provided that future sewer mainline extension is not possible, since extension of sewer mains across the entire property frontage is otherwise required).

- b) Duplexes, Condos, etc. Separate sewer service laterals shall be installed to serve each side of duplex lots.

Separate sewer service laterals shall be installed to serve each unit of condominiums ~~or~~

*separated
for clarity*

Separate sewer service laterals shall be installed to serve each unit of developments with separate detached dwelling units (*except where otherwise approved by the Public Works Director for RV & MH parks, separate detached accessory dwelling units on single family lots which can connect to the primary structure sewer service, etc.*).

- c) Additional sanitary sewer laterals must be stubbed into the property lines sufficient to serve all residential parcels (*including those which can be further partitioned in the future*) where such service or future partition would require that new streets be cut to install such services, or where the service line must cross intervening property to provide such future service.
- 6) Curb/Gutter Marking. Where sanitary sewer laterals connect to sewer mainlines in the street, the top of curb and the gutter pan shall be stamped at the point of the service crossing as required by the City standard details and standard notes.
- 7) Perpendicular Sewer Service Laterals. Unless otherwise approved in writing by the City Engineer and the Public Works Director on a case-by-case basis, sewer service laterals shall be installed from the mainline to the property line perpendicular to the street centerline.
- a) Permanent installation of sewer service laterals parallel with the right-of-way is generally prohibited, except where extenuating circumstances exist which meet the variance criteria.
- 8) Backwater Valve. For reference only, OPSC 710.1 requires that a private backwater check valve be installed on the private building sewer when a drainage fixture is installed on a floor level that is lower than the top of the nearest upstream manhole or cleanout structure. In all cases, this backwater valve shall be installed on the private side of the property line cleanout (*backwater valve is typically installed between the cleanout just outside the building and the building wall*).

While this backwater valve is a private item covered under the OPSC (*ie. not under Public Works jurisdiction for inspection or maintenance*), property owners and homebuilders may wish to consider using a backwater valve designed to allow inspection, cleaning and maintenance to be performed from the surface (*such as the Clean Check by Rectorseal*). Failure to install a backwater valve per OPSC requirements will not result in any liability by the

all accessories meeting City standards, including the following.

- a) Details showing and callouts listing all applicable manufacturer information for the selected system, including make, model, size of pump and tank, cut sheets as applicable.

Per OPSC 710.9, any sewage pump system serving any "public use" shall have duplex alternating pumps *(also for uses including but not limited to commercial, industrial, multifamily, or public access buildings)*.

- b) Anchor block or ballast sizing & buoyancy calculations *(typically assuming groundwater to the surface)*.
- c) Callouts and/or drawings specifying control panels & features proposed for installation, including an accessible visible and audible alarm activated in the event of pump failure *(overload, mechanical failure or high water condition)* as required under OPSC 710.9, etc.

- 5) Septic & Holding Tanks Prohibited. Pumping from septic tanks or other similar holding tanks is expressly prohibited.
- 6) Recorded Agreement Required. An operation & maintenance agreement acceptable to the City shall be recorded against the property.

4.19 PRIVATE SANITARY SEWER COLLECTION SYSTEMS

- a. Each legal lot of record shall be provided with a separate sewer service lateral connected to the public sewer main, unless otherwise approved by the City on a case-by case basis.
 - 1) Any proposed combined private sewer serving more than one legal lot shall be approved by the Public Works Director and the City Engineer on a case-by-case basis, based on findings that separate sewer service laterals are not feasible or possible give the specific and unique conditions at the site, and that extension of a public sewer main through the property to serve additional upstream properties in the future is not necessary or possible. Approval of any such common sewer main or common sewer service shall not serve as a precedent for any future approvals.
 - 2) If a private common sewer is approved *(including a private sewer serving a MHP or other development with separate detached dwelling units on a common property)*, a Private ~~Common-Shared~~ Sewer Maintenance Agreement acceptable to the Public Works shall be recorded against each legal lot served by the private common sewer, and a copy of the recorded agreement returned to the City prior to finalization of the approval and commencement of construction.
- b. Private collection system sewers shall be designed in conformance with main line standards specified herein when plumbing code grade requirements of Oregon

requirements at crossing. See below for separation requirement from waterlines.

- 2)3) Water/Sewer Horizontal Separation. Water mainlines or water service lines shall generally be separated from sanitary sewer mainlines or sanitary sewer service lines by a minimum of 10 feet unless otherwise approved in writing by the Public Works Director and the City Engineer. In no case shall the separation be less than 5 feet or as required by OAR 333-061 based on the actual vertical separation provided.

3)4) Sanitary Sewer Main Crossings

- a) Where a water mainline crosses below or within 18-inches vertical separation above a sanitary sewer main or sewer service lateral, one full length of waterline pipe shall be centered at point of the sewer crossing.

c. Waterline Location in Right-of-Ways

- 1) Unless otherwise approved by the City Engineer and Public Works Director, water mainlines shall generally be located in the street right-of-way along general alignments shown in the City standard details.

Public water mainlines shall be offset a minimum of 6 feet from any adjacent property line or right-of-way line.

- 2) The distance between the mainline and the curb shall vary as little as possible. On curved streets, mains may be laid on a curve concentric with the street centerline with deflections no greater than the manufacturer's specifications, or mains may be laid in straight lines along the tangent between selected angle points to avoid conflicts with other utilities. The angle point and tangent section shall not be closer than 5 feet from the right-of-way line, nor more than 3 feet in front of the curb face.

d. Waterline Location in Easements, Easement Widths, Maintenance Access Requirements

- 1) Unless otherwise specified or authorized by the City, minimum easements widths for water mainlines (*as well as water service lines to meters or water meters located on private property*) shall be fifteen (15) feet for normal depth lines (*centered on the waterline*).
- a) Water mainlines with inside diameters **larger than 12-inches or larger** will require wider easements (*20' minimum*).
- b) Wider easements may be required for waterlines with cover depths greater than 5 feet, on steep hillsides or where maintenance access concerns exist (*see d.6 below*), as determined by the City Engineer and/or Public Works Director.

In general, as much cover as possible shall be provided. If less than 3 foot of cover is provided, the sewer shall be protected by a reinforced concrete slab centered over the sewer main (*set 6" minimum above the pipe, 6" minimum thickness w/#4 bars at 12" O.C E.W, and extending a minimum of 3 feet beyond the width of the trench*).

- 2) Perpendicular Crossings. Sewers crossing streams or drainage channels shall be designed to cross the stream as nearly perpendicular to the stream channel as possible and shall be free from change of grade at the crossing.
- 3) Sewers located along streams shall be located outside of the stream bed and sufficiently separated from the stream to allow for future possible stream channel widening (*separation required is at the discretion of the Public Works Director*).
- 4) All manhole covers below the 100 year flood elevation OR ~~or~~ less than 2 feet above the 100 year flood elevation shall be provided with leakproof manhole inflow protector lid inserts as specified (*Manpan or equal*).
- 5) Pipe material at crossings shall be Class 50 ductile iron with an 18 foot length of pipe centered on the stream or drainage channel centerline. The ductile iron pipe shall extend to a point where a 1H:1V slope from the top of the bank and sloping away from the channel centerline intersects the top of the pipe.
- 6) Installation of sewers in a steel casing pipe will be required when the above cover requirements cannot be met, with PVC sewer pipe installed through the casing per City details. Each deviation from the above requirements will be reviewed on a case-by-case basis.

4.16 MANHOLES AND MAINLINE CLEANOUTS

a. General

- 1) Sewer service laterals shall not be connected into manholes unless approved in writing by the City Engineer and the Public Works Director on a case-by-case basis. Where sewer service lateral connections to manholes are allowed, the crown of the sewer service lateral pipe shall be installed at or above the crown of the manhole outlet pipe, or as required to provide a minimum of 0.35' fall across a 48-inch manhole, whichever is greater.

b. Mainline Sewer Cleanouts

- 1) Mainline cleanouts will not be approved as substitutes for manholes. Cleanouts shall only be allowed at the upper end of ~~lateral or mainline~~ sewers less than 150 feet long which will be extended on the same grade and alignment during the next construction phase of a multiphase development (*ie.*

plumbing code) requirements shall be installed on existing sanitary sewer service laterals which are approved for continuing use (*ie. those which do not already have cleanouts*).

- 3) Plug Abandoned Sewer Laterals Watertight at Mainline Connection. If existing sewer service laterals are abandoned or not used (*or if the developer determines that it is not cost effective to perform the required testing*), the sewer service lateral shall be sealed plugged-watertight at the mainline in a manner acceptable to Public Works Director (*if there is evidence of leakage at the existing tee connection at the mainline, the existing connection shall be sealed with a repair band or other approved method to seal the mainline tap watertight*).
- a) All such abandoned & sealed plugged-sewer service lateral connections shall be inspected by Public Works prior to backfillingbeing covered, and may be TV inspected during the winter following the end of the first year of service to verify that the plug, cap or repair remains watertight. Any excavation, repairs or surface restoration required to correct leaking abandoned and sealedplugged sewer service laterals will be the responsibility of the party which had performing the original work performed.
- 3)b) Building Demolition. When existing building(s) are demolished or removed from a property, the applicant shall either (A) disconnect and plug the existing sewer lateral watertight at the mainline connection (as summarized below), or (B) (*if the applicant proposes to leave the existing sewer lateral in place for future reuse*) demonstrate that the existing sewer lateral is leak free and complies with all requirements herein (subject also to installation of a property line cleanout per City standards, if an approved cleanout does not already exist), and has a watertight gasketed cap behind the property line cleanout per City standards & Detail 416.

e. Grease Removal.

- 1) Provisions acceptable to Public Works shall be made for grease removal for any installations with commercial or similar kitchens, or other applications as required by Public Works.
- 2) Unless otherwise approved by Public Works, a minimum two compartment exterior gravity grease interceptor vault (*1000 gallon minimum*) shall be provided, particularly in any application where hot water or steam cleaning of commercial type kitchens is utilized. Larger sizes shall be provided as required by 2017 Oregon Plumbing Specialty Code (OPSC) table 1014.3.6 (*gravity grease interceptor sizing*).

Public Works Director, subject to the installation of a premise isolation backflow device meeting City and state standards, located between the water meter and the booster pump.

2)3) Easement Requirement. An easement shall be recorded for any water service line which encroaches on or crosses any legal lot other than one being served.

3)4) Separate City Water Meters for Specific Uses.

- a) Meter for Each Legal Lot. Each legal lot of record shall be provided with at least one separate water service line connected to the public or approved private water main. Combined water service lines will be permitted only when the property cannot legally be further divided. An example of this is a residential lot with a house and detached garage or shop with plumbing fixtures.
- b) Duplex & Triplex. Separate water services and separate meters shall be installed to serve each side of duplex lots, and each unit of triplex residential buildings unless otherwise approved by Public Works Director.
- c) Condominiums, Detached Single Family Dwellings & Detached ADUs. Separate water services and separate meters shall be installed to serve each unit of condominiums (*or existing buildings proposed to be condominiumized*) or to serve each unit of developments with separate detached dwelling units ~~or single family lots with separate detached accessory dwelling units~~ (*except where otherwise approved by City for RV parks – DMC 8.2.16.5*) or single family lots with separate detached accessory dwelling units- ADUs.
- d) Apartments. Four (4) or more attached units on a single legal lot of record will be considered as a multi-family apartment and served from a City common water meter, unless otherwise approved by the Public Works Director.
- e) Separate Commercial Buildings. Unless otherwise approved by the Public Works Director on a case-by-case basis, each building in a multi-building commercial development on a common property shall be provided with a separate water meter. Separate commercial or industrial uses located in a single common building (*under a common ownership*) may have a single or multiple water meters.
- f) Mixed Use Commercial/Residential. Mixed use commercial / residential buildings may be served from a common water meter, is specifically approved by the Public Works Director.
- g) Sub-Meters to be Private. Any submeters installed on the private side of a City water meter for water bill allocation shall be private and

GENERAL NOTES:

1. Contractor shall procure and conform to all construction permits required by the City of Dayton and Yamhill County, and conform to all conditions and requirements of said permits. Issuance of a City Public Works street/site/utility construction permit does not relieve the contractor from obtaining any and all reviews and permits required under building, plumbing or electrical codes that any portions of the work may be subject to (*including a site plumbing permit if required*), or from any requirements under permits which may be required for the project by other agencies with jurisdiction.
2. Contractor shall procure a right-of-entry permit from ODOT State Highway Division for all work within the State right-of-way and conform to all conditions of the permit.
3. Contractor shall procure a right-of-entry permit from affected railroads for all work within the railroad right-of-way and conform to all conditions of the permit.
4. A copy of final approved construction drawings and any required permits shall be kept on-site at all times, for review by inspectors upon request.
5. Contractor shall provide all bonds and insurance required by public and/or private agencies having jurisdiction.
- 5.6. Any permit or authorization to proceed with construction issued by the City is considered to be a "written contract" for purposes of triggering "additional insured" coverage of the City and City Engineer under the Contractor's required insurance policy(s) (including insurance certificates provided by subcontractors), and for bonding purposes.
- 6.7. All grading, rock, paving, utility (*water, sewer, storm, etc.*) and related work shall conform to drawing requirements, Oregon Standard Specifications for Construction - OSSC (ODOT/APWA), 2024~~4~~ edition and applicable ODOT/APWA details, or local jurisdiction specifications, standards & details, whichever is more stringent.
- 7.8. All materials and workmanship for facilities in street right-of-way or easements shall conform to approving agencies' construction specifications wherein each has jurisdiction, including but not limited to the City, County, Oregon Health Authority – Drinking Water Services (OHA-DWS) and the Oregon Department of Environmental Quality (DEQ).
- 8.9. Unless otherwise approved by the Public Works Director, construction of all public facilities shall be done between 7:00 a.m. and 6:00 p.m., Monday through Friday, and between 9:00 a.m. and 6:00 p.m. Saturday.
- 9.10. The Contractor shall perform all work necessary to complete the project in accordance with the approved construction drawings including such incidentals as may be necessary to meet applicable agency requirements and provide a completed project.
- 10.11. Contractor to notify City, County, ODOT and all utility companies a minimum of 48 **business**

hours (2 business days) prior to start of construction, and comply with all other notice and marking requirements of agencies with jurisdiction over the work, including requirements of OAR 952 (Oregon Utility Notification Center) as applicable (excavation work shall not commence until at least the third business day after providing such notice) ORS 757.541 to 757.571.

11.12. Weekly Construction Schedule. By close of business each week, the Contractor shall submit a weekly work schedule for the following week to the City, summarizing the class of work and areas where work will occur during the following week, and any anticipated inspection requirements.

12.13. Any inspection by the City, County or other agencies shall not, in any way, relieve the Contractor from any obligation to perform the work in strict compliance with the applicable codes and agency requirements.

13.14. All traffic control plans & measures shall be approved by the agency with jurisdiction and in place prior to any construction activity. Contractor shall erect and maintain barricades, warning signs, traffic cones *(and all other traffic control devices required)* per City, County and ODOT requirements in accordance with the current MUTCD *(including Oregon amendments)*. Access to driveways and buildings shall be maintained at all times for residential, business, fire and emergency vehicles.

15. Unless specifically approved in writing by Public Works prior to start of construction, full street closures or detours are prohibited, and excavation work is to be staged to maintain one-way traffic during construction, and to restore two way traffic during non-construction hours. Any proposed detours must be approved in writing by the City, Fire Department, police, and transit authority if applicable prior to any full street closure or detour (Contractor shall also obtain ODOT or County approval where applicable).

14.16. Unless authorized in writing by the City prior to the start of the work, no work within any existing public roadway shall disrupt traffic flow for more than 14 consecutive days *(timeframe applies independently and separately to each block or intersection where traffic control work is required)*.

15.17. Record Drawings. The Contractor shall maintain one complete set of approved drawings on the construction site at all times whereon will be recorded any approved deviations in construction from the approved drawings, as well as the station locations and depths of all existing utilities encountered *(whether or not existing utilities are shown on the construction drawings)*. These field record drawings shall be kept up to date at all times and shall be available for inspection by the City upon request. Information on the field record drawings shall include reference measurements and materials type.

16.18. Upon completion of construction of public facilities, Contractor shall submit a clean set of field record drawings containing all as-built information to the Design Engineer for use in the preparation of As-Built drawings which must be submitted to the City prior to the first final walkthrough inspection.

EXISTING UTILITIES & FACILITIES:

- 30.32. Utility Locate Requirements. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0001 through OAR 952-001-0100. You may obtain copies of the rules by calling the center. (Note: the telephone number for the Oregon Utility Notification Center is 503-232-1987 or 811). These requirements include, but are not limited to, responsibility for pre-marking by excavator, responsibility for notice to Oregon Utility Notification Center by excavator, responsibility of contractor to wait the specified time before starting excavation, responsibility of excavator to maintain marks during the excavation period to ensure that the original marks remain effective for the life of the project or the locate ticket life (ticket life as defined under OAR 952-001-0010), whichever is the shorter period.
33. Potholing Requirements. Contractor shall field verify location and depth of all existing utilities where new utilities or facilities cross or are closely parallel to the existing utilities (or which are otherwise in close proximity to new utilities). All existing utilities which are either (A) marked in the field or (B) which are shown on the drawings, shall be potholed using hand tools or other non-invasive methods prior to excavating or boring to determine the exact location and depth of the existing utility (see OAR 952-001-0090 for State required potholing limits & depths). Persistent failure (as determined by the City) to follow these City & State rules regarding exposing & determining the exact location and depth of existing utilities shall be grounds for suspension or cancellation of the permit, or termination of the contract (at the sole discretion of the City).
- 31.34. The location and descriptions of existing utilities shown on the drawings are compiled from available records and/or field surveys. The engineer or utility companies do not guarantee the accuracy or the completeness of such records. Contractor shall field verify sizes and locations of all existing utilities prior to construction.
- 32.35. Existing Survey Monument Location & Marking. The Contractor or developer shall retain a surveyor to research, locate and mark all existing property and street monuments within or adjacent to the work areas prior to construction. Any survey monuments that will be disturbed during construction of the project shall be referenced (prior to construction) and replaced (following construction) by a Registered Land Surveyor at the Contractor's expense. The monuments shall be replaced within a maximum of 90 days, and the County Surveyor shall be notified in writing and/or a survey document recorded as required by ORS 209.140, ORS 209.150 and/or ORS 209.155 as applicable.
- ~~33. Contractor shall field verify location and depth of all existing utilities where new facilities cross or are closely parallel to the existing facilities. All utility crossings marked or shown on the drawings shall be potholed using hand tools or other non-invasive methods prior to excavating or boring.~~
- 34.36. Contractor shall be responsible for exposing potential utility and other conflicts far enough ahead of construction to determine necessary grade, alignment or depth modifications without delaying the work or requiring otherwise unnecessary materials, fittings or structures. If grade,

~~87.91.~~ Contraction joints shall be installed directly over any pipes that cross under the sidewalk, to control cracking. In general, cracks in new curbs or sidewalks (*at locations other than contraction joints*) are not acceptable, and cracked panels shall be removed & replaced unless otherwise approved by Public Works Director.

~~88.92.~~ Contractor shall conduct a flood test of all new or replacement pedestrian ramps after concrete is cured to demonstrate that the ramp does not hold water. After water is poured into the ramp area, the inspector shall check the ramp 15 minutes later to determine if water is ponding in the ramp or gutter area. If water is ponding in the ramp or gutter area and the pond is more than 1-foot in length or ¼-inch in depth, the Contractor shall be required to make repairs in an approved manner at his/her sole expense.

~~89.93.~~ Where trench excavation or other work requires removal of (*or causes damage to*) PCC curbs and/or sidewalks, the curbs and/or sidewalks shall be sawcut and removed at a tooled joint unless otherwise authorized in writing by the City. Any sawcut lines shown on the drawings are schematic and not intended to show the exact alignment of such cuts.

~~90.94.~~ Unless otherwise approved in writing by Public Works Director, areas along curbs and public sidewalks shall be backfilled with approved topsoil, as well as being seeded and mulched (*or hydroseeded*).

PIPED UTILITIES:

~~91.95.~~ Contractor shall coordinate and pay all costs associated with connecting to existing water, sanitary sewer and storm sewer facilities.

~~96.~~ To the maximum extent practical, Contractor shall have all fittings, valves, pipe spools, etc. pre-assembled and ready for installation prior to shutdown of existing pipelines.

~~97.~~ Witnessing & Inspection of Connections at Existing Mainlines Required. Contractor shall arrange to have any and all connections (including both tapping work and cutting in work) to existing City utilities (water, sewer or storm) witnessed by City Public Works staff during installation, and inspected by Public Works staff prior to backfilling. Failure to coordinate for such inspection will result in a requirement that the connection be exposed for inspection, at no additional cost to the City.

~~92.98.~~ Unless otherwise noted, materials and workmanship for water, sanitary sewer and storm sewer shall conform to OSSC (ODOT/APWA) Specifications, most recent 2021 edition.

~~93.99.~~ The Contractor shall have appropriate equipment on site to produce a firm, smooth, undisturbed subgrade at the trench bottom, true to grade. The bottom of the trench excavation shall be smooth, free of loose materials or tooth grooves for the entire width of the trench prior to placing the granular bedding material.

~~94.100.~~ **Pipe Bedding and Trench Backfill.** All pipes shall be bedded with minimum 6-inches of

the drawings. Plastic shall be placed around all fittings & pipe prior to placement of concrete. All concrete shall conform to the requirements of OSSC (ODOT/APWA) 00440, Commercial Grade Concrete, 3300 psi min @ 28 days, max 5" slump, 4.5% air ($\pm 1.5\%$). Concrete mix design shall be submitted to the City for review and approval prior to use. If hand mixed sack-concrete type concrete is proposed by the Contractor and approved by the Public Works Director on a case-by-case basis (for each location proposed), it shall be a 4000 psi minimum crack-resistant mix (Quikrete 1006 or equal OPL listed mix must be approved by the City prior to use), mixed with the minimum amount of water necessary for workability (5" slump or stiffer). In no case will dry sack-concrete mix (either in bags or as loose mix) be considered as an acceptable substitute for an approved mixed concrete.

~~119.125.~~ It shall be the Contractor's responsibility to coordinate with the City for visual inspection and verification of all thrust restraint and thrust blocking (including but not limited to size, configuration, plastic placement, etc.) prior to placing concrete, covering or backfilling. Failure to coordinate for such inspection will result in a requirement that the thrust restraint or thrust block be exposed for inspection, at no additional cost to the City.

~~120.126.~~ Where approved by the City prior to construction, temporary thrust restraint may be used at mainline connections where it is not possible (*prior to pressurization of the connection and placing the waterline in service*) to install permanent concrete thrust blocks, straddle blocks or other permanent thrust restraint as required or shown/noted on the drawings. Trenches at the temporary thrust restraint location shall be left open and not backfilled (*but plated as necessary or required*) until the permanent thrust restraint is installed and approved by the City. Unless otherwise approved in writing by the City, permanent thrust restraint shall be installed by the end of the next working day after installation of the temporary thrust restraint, but in no case later than the third calendar day following installation of the temporary thrust restraint.

~~121.127.~~ Unless otherwise approved by the City (or otherwise shown on standard details for larger meters), water service pipe on the public side of the meter shall be CenCore blue HDPE tubing (CTS, SDR 9, 200 psi) conforming to AWWA C901 (ASTM D2239 & D2737) with 2-3/8" long style compression inserts (*AY McDonald 6133T CTS insert stiffener or equal*) and Q style compression fittings.

~~122.128.~~ Unless otherwise noted, water service pipe on the private side of the meter shall be Schedule 40 PVC or as approved by the OPSC.

~~123.129.~~ **Primer Required.** For all PVC pipe with all solvent cement joints, use of purple primer (*IPS Weld-On P70 Industrial Grade or equal*) is mandatory (*see also OPSC 605.12.2*). For 1½" or larger PVC, use with-gray medium body PVC cement (IPS Weld-On 711 Industrial Grade or equal). For 1" & smaller PVC, use Christy's Red Hot Blue Glue, IPS 721 or approved equal.

~~124.130.~~ Domestic, irrigation and fire backflow prevention devices and vaults shall conform to requirements of public and/or private agencies having jurisdiction. It is the responsibility of the premise owner and/or water user to provide a thermal expansion tank or other means approved

shall be sealed with a repair band or other approved method to seal the mainline tap watertight). All such abandoned and sealed sewer service laterals shall be inspected by Public Works prior to backfilling-being-covered, and shall be TV inspected during the following winter to verify that the plug, cap or repair remains watertight. Any repairs necessary will be required to be completed at the expense of the Contractor.

~~164.~~175. Sewer service from upstream and affected properties shall be maintained during construction unless prior written City approval is granted. Bypass pumping or other methods used to maintain sewer flows shall be the Contractor's design, subject to approval by the City. The bypass system shall be capable of conveying flows when the sewers are flowing full. Normal unrestricted flows shall be restored at the end of each work day. Bypass systems left in place or operated outside normal working hours shall be monitored continuously by the Contractor personnel unless alternate arrangements proposed by the Contractor are acceptable to the City (*ie. high level & pump fail alarm callouts, etc.*). The Contractor shall provide for City review all submittal information required to demonstrate (*to the satisfaction of the City*) compliance with these requirements. Contractor shall be responsible for all costs related to cleanup, damages and fines resulting from any sewerage spill or overflow associated with any methods used to convey sewage flows during construction.

~~165.~~176. Thrust restraint shall be provided on all pressure pipelines meeting the same standards and requirements as for water mainlines.

- **Storm Drain**

~~166.~~177. Storm drain pipe materials shall conform to the construction drawings and City requirements, based on cover depth. Contractor shall use uniform pipe material on each pipe run between structures unless otherwise directed or approved. Jointed HDPE pipe shall not be used for slopes exceeding ten percent (10%).

~~167.~~178. Storm drainage laterals for single family residential properties shall be a minimum of 4-inches in diameter (*6-inch minimum for all multi-family, industrial, commercial or public type laterals*), and shall include toning wire and warning tape per City standard details.

~~168.~~179. Catch basins and junction boxes shall be set square with buildings or with the edge of the parking lot or street wherein they lie. Storm drain inlet structures and paving shall be adjusted so water flows into the structure without ponding water.

~~169.~~180. Unless otherwise approved by the City Engineer, all storm drain connections shall be by manufactured tee or wye fittings.

~~170.~~181. Unless otherwise shown on the drawings, all storm pipe inlets & outfalls shall be beveled flush to match the slope wherein they lie.

~~171.~~182. Sweep (*deflect*) storm drain pipe into catch basins and manholes as required. Maximum joint deflection shall not exceed 5 degrees or manufacturers recommendations, whichever is less.

e) Failure by the Contractor to:

(1) notify the Public Works prior to work which must be inspected by Public Works staff (including keeping the work open until such inspections are completed), or

(2) have any and all connections to existing City utilities witnessed by Public Works staff while the connections (taps or cut-in connections) are made, and also inspected by the Public Works staff after all pipework is complete and prior to backfilling, or

(3) Contractor notify the City prior to performing testing which is required to be witnessed by City staff, or

(4) failure by the Contractor to provide copies of all test reports to the City in a timely manner, or

(5) follow all local and State rules regarding locating, potholing and exposing existing utilities marked in the field or shown on the drawings which cross or closely parallel new facilities (or which are otherwise in close proximity to new facilities) or

e)(6) comply with any other directives from Public Works staff or the City Engineer which are issued to ensure compliance with City standards.

2) Upon verbally notifying the Contractor of suspension of a Public Works construction permit as provided above, the Public Works Director shall cause to be issued a written "stop work order," which will be sent to all parties via email, following which one copy of which shall be sent by regular mail to the permittee at the address shown on the Public Works permit application, one copy of which shall be sent by regular mail to the permittee's engineer overseeing the work, if known, and one copy of which shall be personally delivered to the person in charge of any work in progress.

3) It shall be unlawful for any person to cause, suffer, or permit any work to be done for which a Public Works permit is required by these standards after when a "stop work order" has been verbally issued as provided by this section.

3)a) The City will not accept any work performed after verbal notification of the "stop work order" to the person in charge of work in progress at the project site, or after subsequent delivery of the written stop work order by email or by regular mail, whichever occurs first.

4) An applicant whose Public Works permit has been suspended may appeal such action to the City Manager through the City's established appeal process. Notwithstanding the provisions for appeal to the City Manager, the filing of an appeal shall not stay the effect of a "stop work order" issued under this

5.16 VALVES

a. Valve Sizes

- 1) In general, valves shall be the same size as the mains in which they are installed. Reducers for reconnection into existing water mains less than 8-inches in diameter (*or existing mains smaller than the new mainline*) shall be placed between the new valve and the existing line (*ie. the new valves shall be the same size as the larger mainline*).
- 2) Unless otherwise approved or required by the City Engineer, valves shall conform to the following table.

Required Valves by Size and Operating Conditions		
Valve Size	Static Pressure	Valve Style
10-inch and smaller	< 120 psi	Gate Valve
8-inch & 10-inch	≥ 120 psi	Butterfly Valve
12-inch & larger	All pressures	Butterfly Valve

- 3) Valve types and materials shall conform to the requirements of these **Design Standards** PWDS and the Standard Construction Specifications.

b. Valve Location

- 1) Distribution system valves shall be located at the tee or cross fitting as nearly as possible, and set in locations where operation of all valves associated with said tee or cross will affect traffic on only one side of any street.
- 2) There shall be a sufficient number of valves so located that not more than four (4) and preferable three (3) valves must be operated to effect any one particular shutdown. The spacing of valves shall be such that the length of any one shutdown in high value areas shall not exceed 500 feet nor 800 feet in other areas.
- 3) **Number of Valves Required at Tees or Crosses.** A water mainline tee-intersection shall be valved on all three branches and a water mainline cross-intersection shall be valved on all four branches, **configured as required by the City Engineer and Public Works Director** (*this requirement does not apply to fire hydrant tees or service connection tees*).
- 4) **Valves at Crossings.** Hazardous crossings (*ie. creek, railroad, freeway crossings, etc.*) shall be valved on each side of the crossing, and the waterline

pipe shall be installed in a casing unless otherwise approved by the Public Works Director and the City Engineer on a case-by-case basis.

- 5) Distribution Branches on Transmission Mains. Unless otherwise required by the Public Works Director and the City Engineer, dDistribution branches on transmission mains shall be spaced not more than 800 feet apart where practical and all branches not being connected shall be valved and plugged.
- 6) Transmission water mains shall have valves at spacings as required by the City Engineer.

c. Mainline Tapping Tee & Valve

- 1) A tapping tee & valve to make connection to an existing, in-service line is only allowed in cases where the City determines that water service cannot be interrupted to cut in a tee or cross, and where the additional in-line valve is not needed for system isolation as outlined above.

d. Water Valve Operation

- 1) City forces shall operate all valves, including fire hydrants, on existing public water mains, on the public side of water meters, or at the connection of fire service lines to public water mains.

5.17 FIRE HYDRANTS

a. Hydrant Coverage

- 1) Preferred coverage shall result in maximum hydrant spacing of 500 feet in residential areas, 300 feet in high-value districts including industrial subdivisions and no further than 250 feet from the furthest point of any dwelling, business, garage or building (in addition to specific hydrant location requirements below).

Hydrant stubs with mainline valves will be required as a minimum in undeveloped areas, at locations as required by Public Works or the City Engineer.

b. Hydrant Location & Availability

- 1) No fire hydrant shall be installed on a main of less than 8-inch diameter unless it is in a looped system of 6-inch mains. The hydrant lead shall be a minimum of 6-inches in diameter.
- 2) Hydrants shall be placed in locations approved by the City Engineer and the Fire Code Official, based on required distance from buildings *(and/or required distance from any existing or proposed FDCs)*.
- 3) ~~In general, h~~Hydrants shall be located at corner of each public & private

street intersection where possible, and adjacent to entrance driveways for public, commercial or industrial type developments (*unless otherwise approved in writing by the City Engineer and the Fire Code Official*).

Hydrants located at points other than intersections shall be located at the extension of property lines where feasible (*offset as required only to avoid conflict with survey monuments per ORS 92.044.7*).

- 4) Unless otherwise approved by the City, hydrants shall be placed between the sidewalk and the property line.
- 5) No hydrant shall be installed within five (5) feet of an existing utility pole or guy wire nor shall a utility or guy wire be placed within five (5) feet of an existing hydrant.
- 6) Existing or new hydrant availability for a particular property will be determined by the City and Fire Code Official based on both distance and accessibility (*see also OFC C103.1 & C104*).
 - a) Existing hydrants on City streets are generally considered as available to properties on both sides of the street.
 - b) Hydrants along or adjacent to State Highways. For purposes of new development, hydrants on the opposite side of an ODOT highway right-of-way are generally NOT considered to be available, unless specific prior written approval is granted by ODOT (*ie. since the Fire Department may need to lay hose across the highway and restrict traffic during emergencies*).
 - c) Hydrants adjacent to Railroads. Hydrants on the opposite side of railroad tracks are NOT considered to be available.
 - d) Hydrants on or across adjacent properties are not considered available unless fire apparatus access roads (*fire lanes*) extend between properties, and easements are recorded to prevent obstruction of such roads (OFC C104.1).

c. Hydrant Valves

- 1) Each fire hydrant shall have a hydrant valve and valve box at the mainline hydrant tee which will permit removal and repair of the hydrant without shutting down the water main supplying the hydrant.
- 2) Hydrant valves shall be resilient wedge gate valves.
- 3) The hydrant valve shall be connected directly to the mainline tee using a flange joint.

- 4) **Far Side Hydrants.** If the length of the hydrant lead is greater than 30 feet, an additional gate valve shall be provided within 3 feet of the hydrant, but under no circumstances shall the valve be attached to the hydrant.

d. Hydrant Leads.

- 1) All hydrant leads shall be Class 52 ductile iron, 6" minimum diameter, with retainer glands at both ends.
- 2) Unless specifically approved in writing by Public Works Director for long hydrant leads, all hydrant leads shall consist of a single piece of pipe without joints. Any joints allowed on hydrant leads shall be provided with fully restrained gaskets (Field-Lok or equivalent).
- 3) **Water service taps or fire line service taps on hydrant leads are prohibited.**

Where approved by the City Engineer and Public Works Director on a case-by-case basis, installation of a public waterline across a street in order to accommodate the required separate connections of a far side fire hydrant and a far side service connection (water service or fire service) to a common public waterline may be allowed. The cross street waterline pipe shall be 8-inch minimum diameter, or one pipe size larger than the combined service line & hydrant lead sizes, whichever is greater.

Where this configuration is allowed, the public waterline across the street shall remain full size up to the isolation valve marking the boundary between the waterline and the fire hydrant lead and the service line connections.

e. Hydrant Bury & Exposure

- 1) Hydrant bury shall be sufficient to provide a minimum of 36-inches of cover over the hydrant lead. In no case shall the bury be less than the depth of the waterline from which the hydrant is served.
- 2) The hydrant shall be set such that the base of bottom flange bolts are a minimum of 2-inches and a maximum of 6-inches above finish grade following all landscaping and surface restoration.

f. Hydrant Orientation.

- 1) The Contractor shall coordinate and orient the hydrant steamer/pumper port as directed and approved in writing by the local Fire District/Fire Dept.
- 2) Hydrants installed in advance of such coordination and written direction shall be adjusted and reoriented without additional cost to the City.

d. Cover Sheet

- 1) The first sheet (*Cover Sheet*) of all drawing sets shall include the following as a minimum:

a) **All drawing sets (*review, revision or final*) shall have the submittal or revision date clearly listed on the cover sheet. The date shall be changed to match when resubmittals are provided.

a)b) **Project name.

b)c) **Design Engineers name, address, telephone and fax number, and email address & website.

e)d) **Developer's name, address and telephone number, and email address.

d)e) **Vicinity Maps showing the location of the project in respect to the nearest major street intersection and a minimum of 500 feet around the site.

e)f) **Legend including all symbols and line types used on the construction drawings. Where there is insufficient room on the cover sheet, the legend can be included on a subsequent sheet.

f)g) **Sheet index located near lower right corner.

h) Infrastructure Summary Table. Include a summary table listing the number of lineal feet of new public streets and public mainline utilities to be constructed. Identify the length of new streets and/or utilities under County or ODOT jurisdiction separately from those under City jurisdiction. Do not include existing streets or utilities that are being replaced as part of the project with the same length, or private streets or utilities. Do not include length of sewer or storm service laterals.

g)i) Water Meter Sizing Summary Table. List the number, size and type (*domestic, irrigation, etc.*) of all water meters proposed.

On this or another sheet, provide a summary of the water meter sizing documentation (*for other than single family residential or dedicated irrigation meters*) as required under PWDS 5.20.a.5.a (*ie. summary of water fixture unit totals served by each water meter*).

h)j) Land Use Docket Number. **The City Planning Department file or docket number shall be listed for projects which required land use approval.

i)k) **City Notes. Reference to the drawing sheets containing the General City construction notes and testing table matching format and content of

and fire lanes.

- 4) It shall be the Developer's responsibility to provide an engineer to perform periodic inspection and/or construction observation services for improvements which are designed and permitted under these PWDS, at the developer's expense.
- 5) These inspection and construction observation requirements are not applicable to individual sidewalk, driveway or service lateral permits for single residences. If the project scale is such that the retention of an independent engineer-of-record is not warranted, the Developer may request that the City provide these services.

If the City agrees to provide these services (*at the City's sole discretion*), the Developer shall be responsible to reimburse the City for any costs incurred for these inspection and/or construction observation services.

b. City Activities

- 1) Services provided by the City shall include:
 - a) Liaison between the engineer-of-record and the City;
 - b) Monitoring of work progress and performance testing as deemed desirable;
 - c) The performance of administrative and coordination activities as required to support the processing and completion of the project;
 - d) The issuance of stop work orders upon notifying the engineer-of-record and/or the Contractor of the City's intention to do so.
 - e) Operate all valves, including fire hydrants, on existing waterlines.
- 2) In addition, ~~the City~~ Public Works shall be notified a minimum of 48 business hours (*2 business days*) prior to the following tests and inspections so that a City Public Works representative may be present to witness ~~connections~~ the inspections or tests and perform required inspections. Witnessed work, inspections and testing shall be started and completed during normal City business hours.
 - a) Streets (*public streets, private streets/fire lanes, common driveways*)
 - (1) Curb inspection;
 - (2) Subgrade testing and/or proof-rolls;
 - (3) Base rock testing and proof-rolls;
 - (4) AC pavement placement and testing;
 - (4)(5) Sidewalk, pedestrian ramp or driveway approach form inspections.

b) Sanitary Sewers

(1) Witnessing of sewer connections to existing mainlines (including taps), and inspection of connection & service lateral pipe prior to backfilling (coupons from mainline taps shall be labeled and given to Public Works staff).

~~(1)~~(2) Mandrel testing of sewer mainlines;

~~(2)~~(3) Air testing of sewer mainlines and sewer service laterals;

~~(3)~~(4) Vacuum testing of sewer manholes (after paving or final surface restoration);

~~(4)~~(5) Video inspection of sewer mainlines (after completion of manhole channeling);

c) Storm Drains

(1) Witnessing of storm connections to existing mainlines (including taps), and inspection of connection & service lateral pipe prior to backfilling (coupons from mainline taps shall be labeled and given to Public Works staff).

~~(1)~~(2) Mandrel testing of storm drain mainlines;

~~(2)~~(3) Video inspection of storm drain mainlines (after completion of manhole channeling);

d) Water Distribution System

(1) Witnessing of water connections to existing mainlines (including taps), and inspection of connection & service pipe prior to backfilling (coupons from mainline taps shall be labeled and given to Public Works staff).

~~(1)~~(2) Pressure tests of water mainlines, including service lines to meters or backflow devices, hydrants leads, fire service lines, etc.;

~~(2)~~(3) Disinfection of water mainlines, all service lines, hydrants, etc. (see App. B notes for procedures).

~~(3)~~(4) Bacteriological Testing (see App. B notes for procedures).

c. Developer's Engineer-of-Record's Activities

1) The engineer-of-record must be registered to practice engineering in the State of Oregon. Material testing which is not performed by the engineer-of-record must be accomplished by a recognized testing firm or another registered engineer.

2) ***The engineer-of-record must personally perform all activities marked by an (*) and must supervise all individuals performing other delegated activities.**

3) The following minimum activities are required of the developer's engineer-of-record:

a) ***Execute a form accepting responsibility and verifying that he/she has**

g. Manholes

1) General

a) Precast concrete pipe manhole sections, transition sections, eccentric cones, flat slab tops, and adjusting rings shall conform to the requirements of ASTM C-478 except as modified herein. Reinforcing in transition sections shall be equal to the requirements of that specified for wall sections of the larger diameter.

b) Unless otherwise approved in writing on a case-by-case basis, the wall thickness of barrel riser sections shall conform with minimums under ASTM C-478 as follows.

- (1) 5" wall for 48" diameter MH
- (2) 6" wall for 60" diameter MH
- (3) 7" wall for 72" diameter MH
- (4) 8" wall for 84" diameter MH
- (5) 9" wall for 96" diameter MH
- (6) 11" wall for 120" diameter MH
- a)(7) 12" wall for 144" diameter MH

b)c) Unless otherwise approved, all joints between manhole sections shall be keylock or O-ring type conforming to ASTM C-443.

e)d) Precast base sections shall be of monolithic construction and shall be manufactured such that the base riser section is integral with the base slab for 72" diameter and smaller.

e) The bottom of the precast base section shall be a minimum of six (6) inches thick, and contain a minimum of 0.32 sq. inches of reinforcing steel each way in the top of the slab. Unless otherwise approved in writing on a case-by-case basis, the base slab thickness shall conform with minimums under ASTM C-478 as follows.

- (1) 6" base for 48" diameter MH
- (2) 8" base for 60" & 72" diameter MH
- (3) 12" base for 84" through 144" diameter MH

d)f) Sanitary sewer manhole bases shall be provided with core-drilled openings and flexible manhole-to-pipe connectors for the connection of pipes & stubouts.

2) Manhole Steps

a) Sanitary sewer manholes shall be equipped with permanent factory installed steps to provide a continuous ladder of 12-inch center-to-center rung spacing. Steps shall not be required for manholes 4 feet or less in depth (*rim to invert*).

pipe shall be installed in a casing unless otherwise approved by the Public Works Director and the City Engineer on a case-by-case basis.

- 5) Distribution Branches on Transmission Mains. Unless otherwise required by the Public Works Director and the City Engineer, dDistribution branches on transmission mains shall be spaced not more than 800 feet apart where practical and all branches not being connected shall be valved and plugged.
- 6) Transmission water mains shall have valves at spacings as required by the City Engineer.

c. Mainline Tapping Tee & Valve

- 1) A tapping tee & valve to make connection to an existing, in-service line is only allowed in cases where the City determines that water service cannot be interrupted to cut in a tee or cross, and where the additional in-line valve is not needed for system isolation as outlined above.

d. Water Valve Operation

- 1) City forces shall operate all valves, including fire hydrants, on existing public water mains, on the public side of water meters, or at the connection of fire service lines to public water mains.

5.17 FIRE HYDRANTS

a. Hydrant Coverage

- 1) Preferred coverage shall result in maximum hydrant spacing of 500 feet in residential areas, 300 feet in high-value districts including industrial subdivisions and no further than 250 feet from the furthest point of any dwelling, business, garage or building (in addition to specific hydrant location requirements below).

Hydrant stubs with mainline valves will be required as a minimum in undeveloped areas, at locations as required by Public Works or the City Engineer.

b. Hydrant Location & Availability

- 1) No fire hydrant shall be installed on a main of less than 8-inch diameter unless it is in a looped system of 6-inch mains. The hydrant lead shall be a minimum of 6-inches in diameter.
- 2) Hydrants shall be placed in locations approved by the City Engineer and the Fire Code Official, based on required distance from buildings *(and/or required distance from any existing or proposed FDCs)*.
- 3) In general, hHydrants shall be located at corner of each public & private

street intersection where possible, and adjacent to entrance driveways for public, commercial or industrial type developments (*unless otherwise approved in writing by the City Engineer and the Fire Code Official*).

Hydrants located at points other than intersections shall be located at the extension of property lines where feasible (*offset as required ~~only~~ to avoid conflict with survey monuments per ORS 92.044.7*).

- 4) Unless otherwise approved by the City, hydrants shall be placed between the sidewalk and the property line.
- 5) No hydrant shall be installed within five (5) feet of an existing utility pole or guy wire nor shall a utility or guy wire be placed within five (5) feet of an existing hydrant.
- 6) Existing or new hydrant availability for a particular property will be determined by the City and Fire Code Official based on both distance and accessibility (*see also OFC C103.1 & C104*).
 - a) Existing hydrants on City streets are generally considered as available to properties on both sides of the street.
 - b) Hydrants along or adjacent to State Highways. For purposes of new development, hydrants on the opposite side of an ODOT highway right-of-way are generally NOT considered to be available, unless specific prior written approval is granted by ODOT (*ie. since the Fire Department may need to lay hose across the highway and restrict traffic during emergencies*).
 - c) Hydrants adjacent to Railroads. Hydrants on the opposite side of railroad tracks are NOT considered to be available.
 - d) Hydrants on or across adjacent properties are not considered available unless fire apparatus access roads (*fire lanes*) extend between properties, and easements are recorded to prevent obstruction of such roads (OFC C104.1).

c. Hydrant Valves

- 1) Each fire hydrant shall have a hydrant valve and valve box at the mainline hydrant tee which will permit removal and repair of the hydrant without shutting down the water main supplying the hydrant.
- 2) Hydrant valves shall be resilient wedge gate valves.
- 3) The hydrant valve shall be connected directly to the mainline tee using a flange joint.

storm lines which will be extended in the future, plan and profile showing the alignment and depth of the anticipated future extension from the proposed cleanout to the next manhole or catch basin shall be included (*without mainline grade breaks between structures*).

4) Sanitary Sewer (profile view)

- a) Profile of existing and proposed ground surface along centerline of pipe, with rim and pipe inverts at each manhole.
- b) Manholes and other appurtenances shall be numbered (*or lettered*) with a designation unique to the project and stationed to match the corresponding plan view.
- c) Size, slope, pipe material and class, length of sewer and class of backfill between consecutive manholes.
- d) Crossings. All existing or proposed public and franchise or private utilities crossing the profile and any existing utilities which potentially are in conflict with construction of the improvements.
- e) Profile Extension. Where mainline sewer cleanouts are approved (see PWDS 4.16.b.1), plan and profile showing the alignment and depth of the anticipated future extension from the proposed cleanout to the next manhole shall be included (*without mainline grade breaks between manholes*).

5) Water Distribution (profile view)

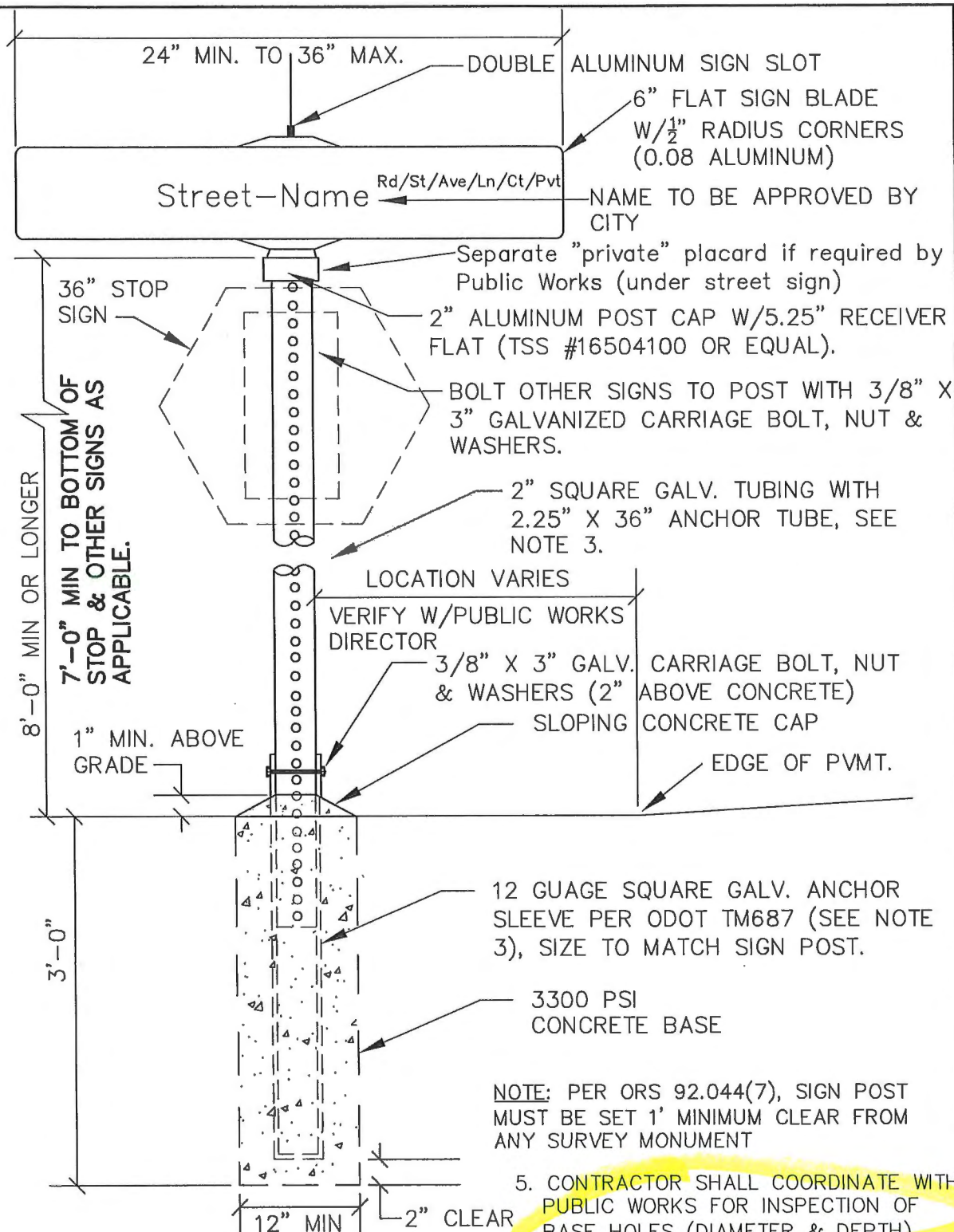
- a) Profiles. Waterline profiles shall be provided for all waterlines within existing right-of-ways, or waterlines along alignments paralleled (*within 15 feet*) or crossed by existing public utilities.

Waterline profiles will not be required for new waterlines (*less than 12-inches diameter*) within new right-of-ways unless required (*in the judgement of the Public Works Director or City Engineer*) to illustrate existing utility crossings, or to illustrate and/or prevent conflicts with proposed utilities (*all waterlines 12-inch or larger in diameter shall be profiled*).

- b) Profile of existing and proposed ground surface along centerline of pipe, as well as existing and proposed pavement surface of adjacent streets (*where applicable*).
- c) Show the location of valves, fittings, fire hydrants and other appurtenances, with all valves and fire hydrants numbered and stationed to match the corresponding plan view.

SIGN TEXT STANDARDS: PROVIDE SIGN TEXT AS FOLLOWS:

- 4" HIGH CHARACTERS FOR UPPER CASE,
- 3" HIGH CHARACTERS FOR LOWER CASE,
- 3" HIGH 1ST LETTER FOR TITLE (Rd/St/Ave/Ln/Ct/Blvd/Pvt etc).



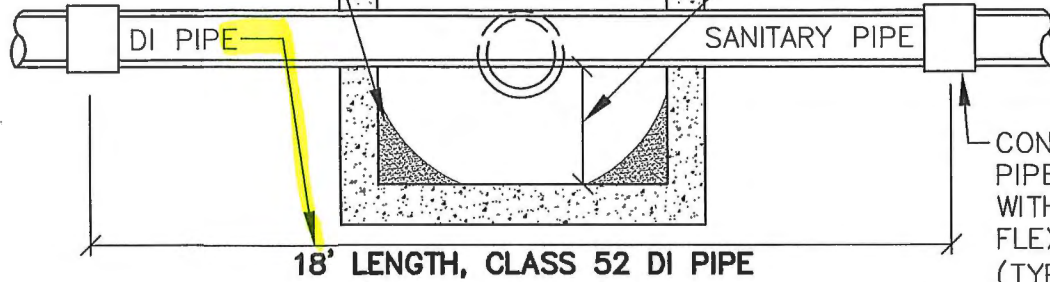
NOTES:

1. ALL RECONSTRUCTED & NEWLY PLATTED STREETS TO BE SIGNED IN ACCORDANCE WITH ODOT STANDARDS.
2. SIGN PANEL TO BE ALUMINUM PER OSSC 02910, AND ALL SIGNS SHALL CONFORM TO OREGON MUTCD.
3. SIGN POSTS & SLEEVES TO BE PERFORATED WITH 7/16" DIAMETER HOLES, HOLES TAPED AS REQUIRED DURING CONCRETE PLACEMENT.
4. PROVIDE STOP BARS AT ALL STOP SIGNS (12' TYP LENGTH EACH VEHICLE LANE), BEHIND PEDESTRIAN CROSSING (COORDINATE WITH AGENCY HAVING JURISDICTION FOR LOCATION & TYPE OF MARKING).

LAST REVISION DATE:	
MAR 2024	
SIGN POST WITH TELESPAR BASE & ANCHOR (REQUIRED IN ODOT R.O.W) (NTS)	
DAYTON, OR	DETAIL NO. 232

GROUT OVERSIZE
FLOW CHANNEL AS
SHOWN & TROWEL
SMOOTH.

CLEARANCE UNDER SANITARY
SEWER PIPE TO BE A MINIMUM OF
1.5 TIMES THE DIAMETER OF THE
STORM PIPE



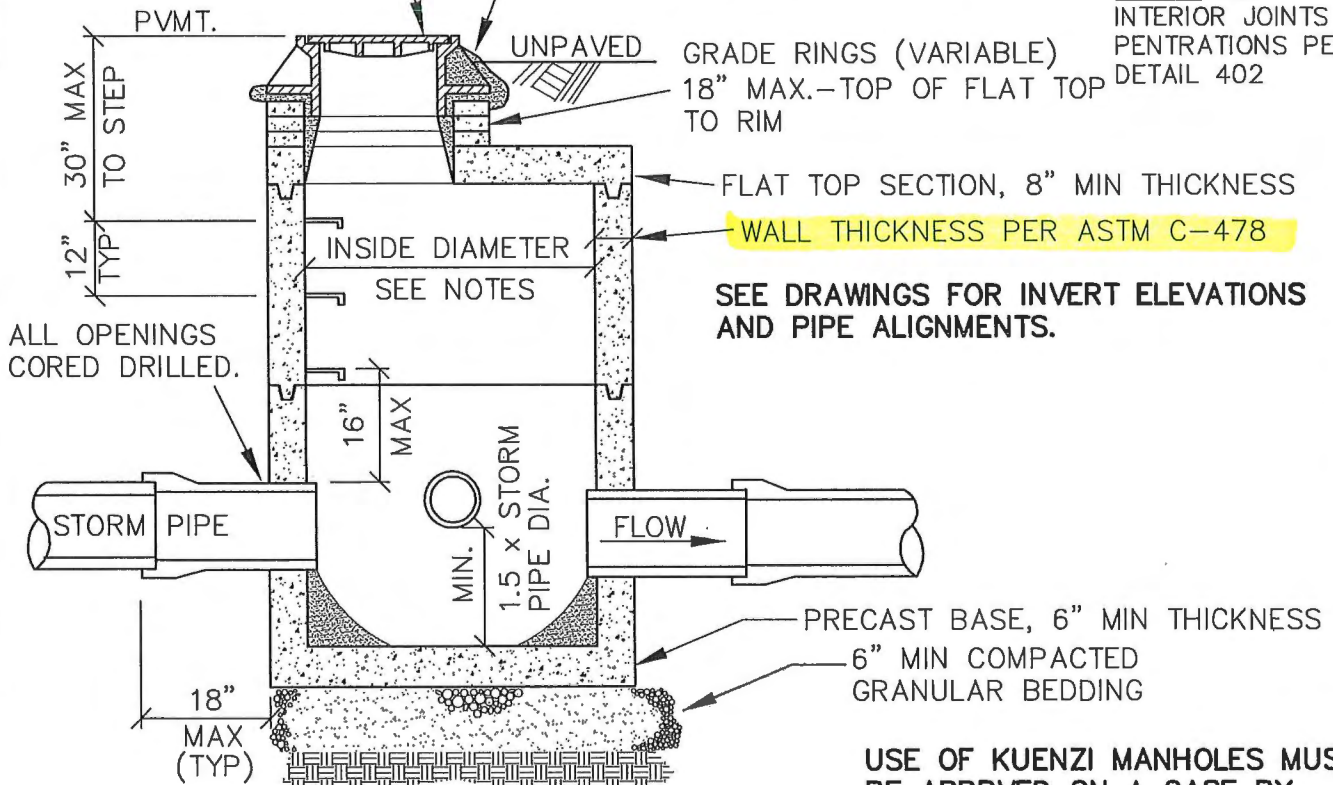
CONNECT DUCTILE IRON
PIPE TO SEWER PIPE
WITH APPROVED
FLEXIBLE COUPLING.
(TYP BOTH ENDS)
MAXADAPTOR COUPLING
(BY GRIPPER GASKET
LLC) OR EQUAL.

SECTION THRU SANITARY SEWER

MANHOLE FRAME & COVER,
SET PER DTL 407

SET FRAME IN NON-SHRINK GROUT

GROUT ALL
INTERIOR JOINTS &
PENETRATIONS PER
DETAIL 402



SEE DRAWINGS FOR INVERT ELEVATIONS
AND PIPE ALIGNMENTS.

SECTION THRU STORM

NOTES:

1. UNLESS OTHERWISE SHOWN ON DRAWINGS, USE 48" MANHOLE FOR SANITARY SEWER UP TO 12" DIA. & STORM DRAIN UP TO 18" DIAMETER (LARGER DIAMETER MANHOLE OTHERWISE, PER DWGS).
2. PRECAST SECTIONS SHALL MEET OR EXCEED ASTM C-478. WATERTIGHT O-RING OR MASTIC KEYLOCK JOINTS REQUIRED. SEE STANDARD MH DTLS ALSO.
3. STEPS TO BE POLYPROPYLENE PLASTIC WITH GRADE 60 REINFORCING ROD.

USE OF KUENZI MANHOLES MUST
BE APPROVED ON A CASE BY
CASE BASIS BY THE PUBLIC
WORKS DIRECTOR.

LAST REVISION DATE:

APR 2024

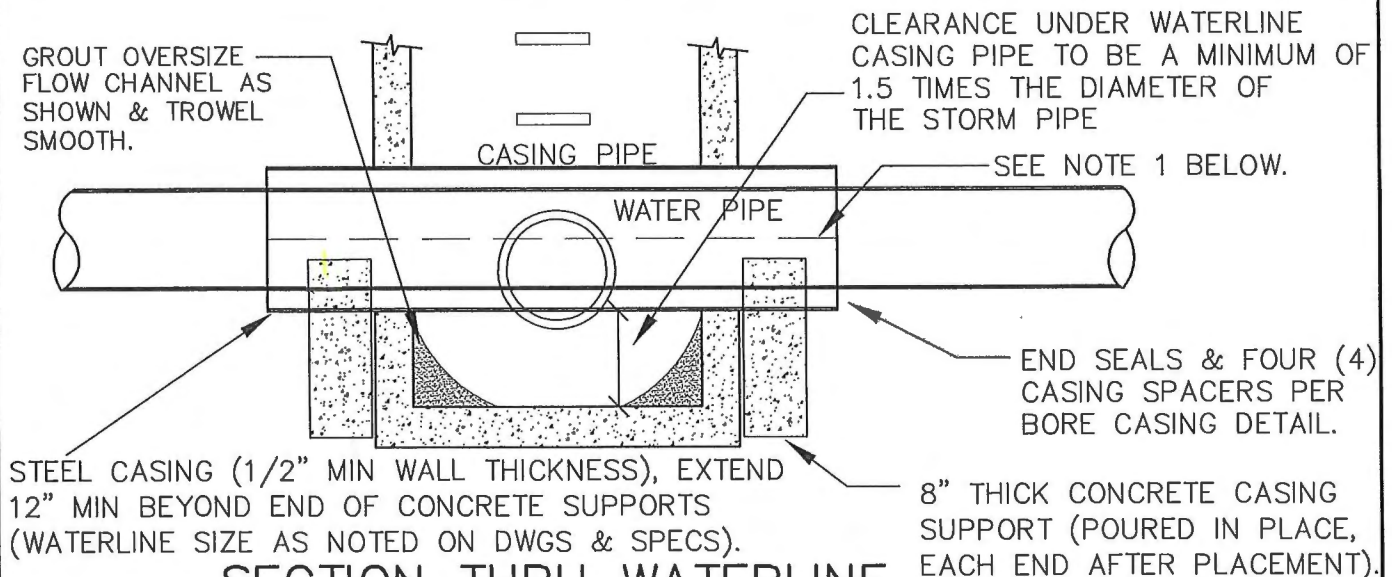
KUENZI MANHOLE
(SEWER PIPE CROSSING)

(NTS)

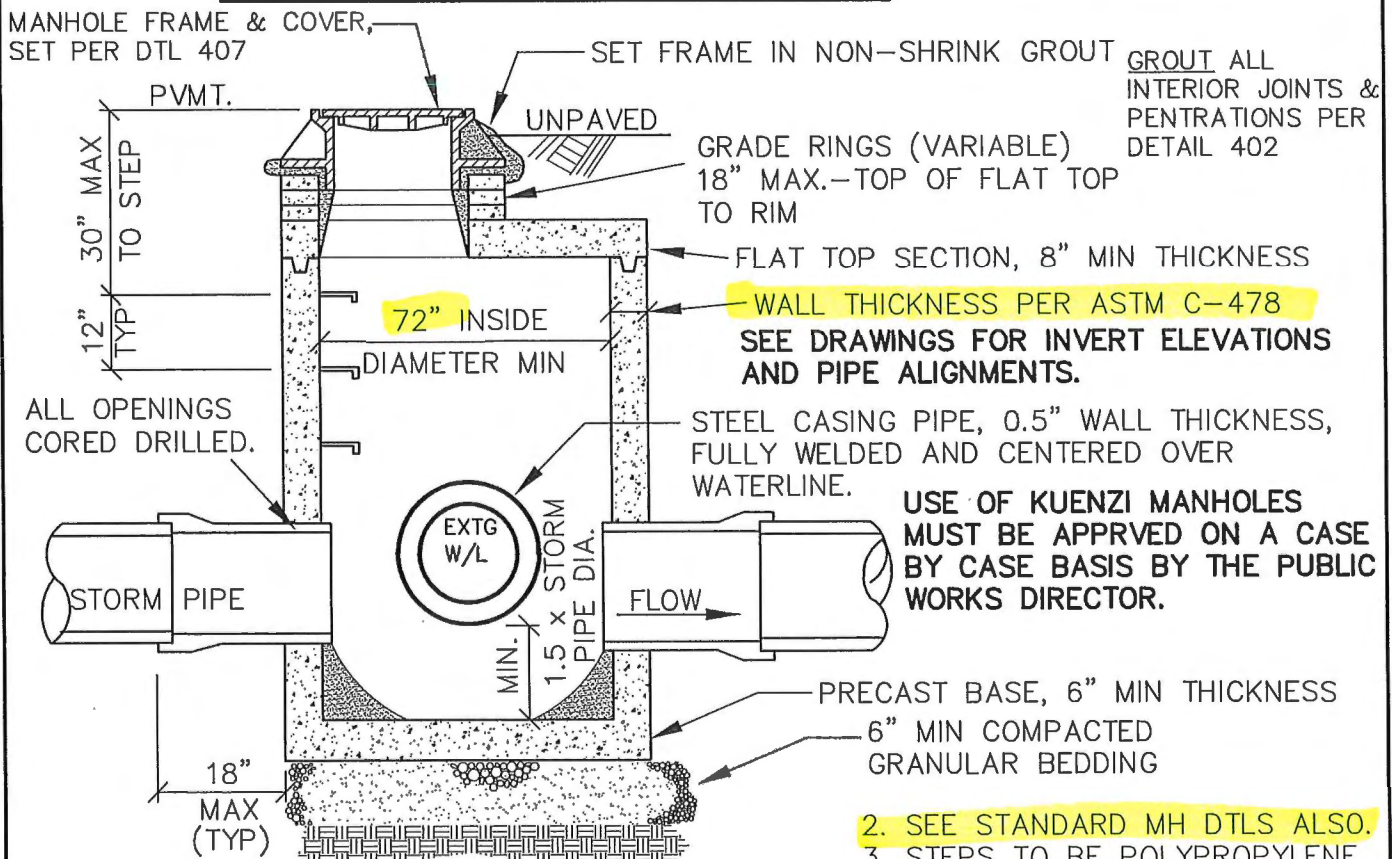
DAYTON, OR

DETAIL NO.

330



SECTION THRU WATERLINE

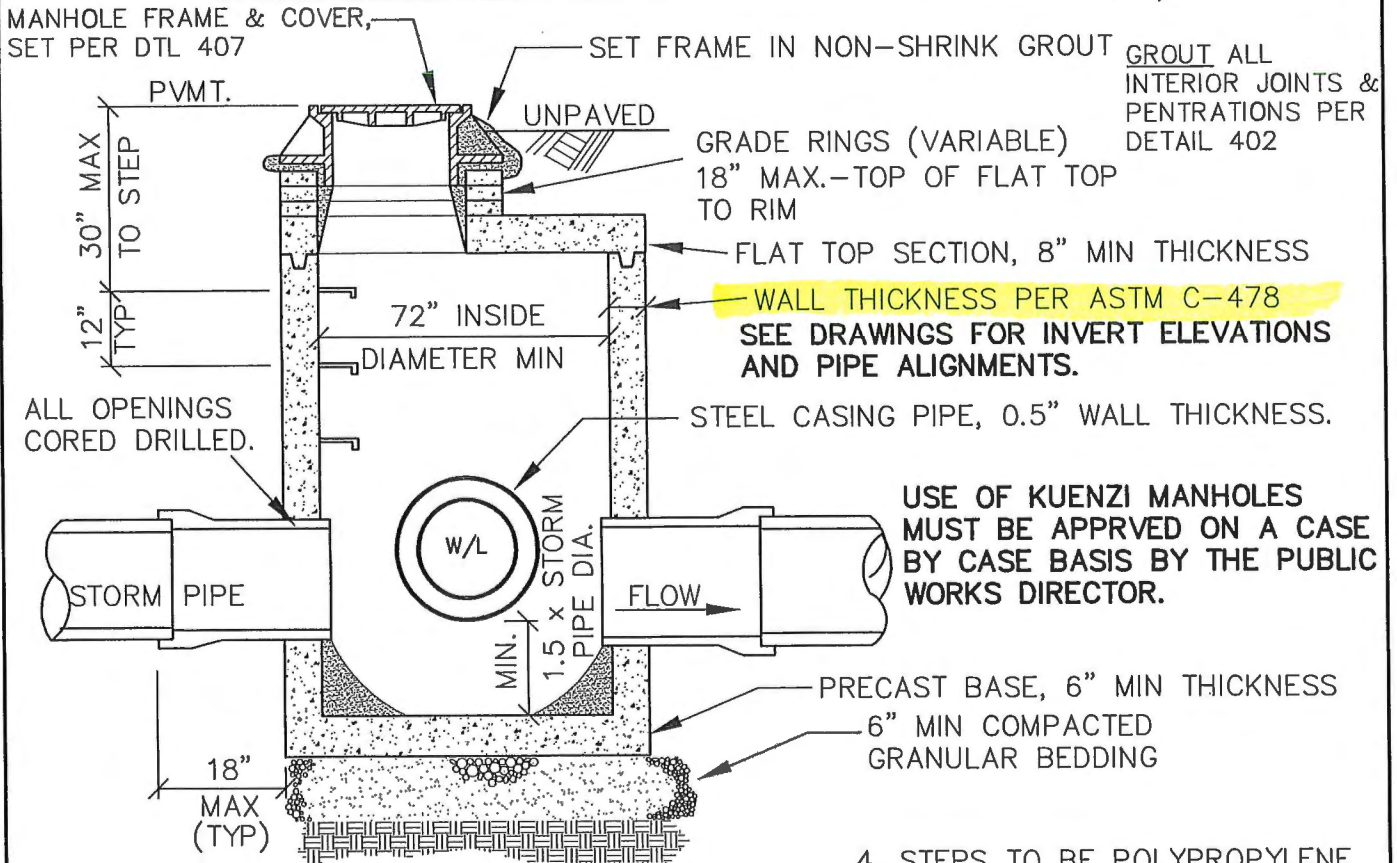
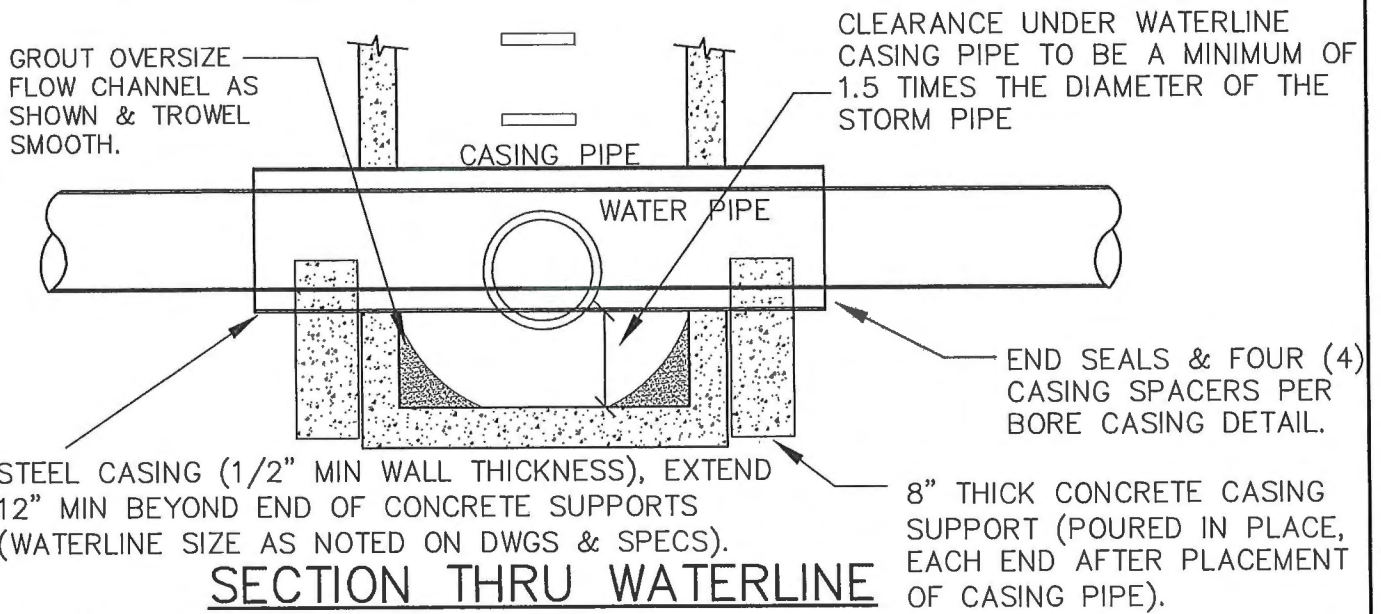


SECTION THRU STORM

1. SHOP CUT 30" CASING PIPE IN HALF (LENGTHWISE, ACROSS RADIUS) AND SHOP GRIND BEVELED EDGES FOR FULL PENETRATION WELDS. BLOCK BOTTOM HALF OF CASING PIPE IN PLACE UNDER EXISTING WATERLINE & POUR CONCRETE SUPPORTS. INSTALL CASING SPACERS (DETAIL 308) TO SUPPORT WATERLINE & WELD HALVES OF CASING TOGETHER. USE WATER IN BOTTOM OF CASING DURING WELDING AS REQUIRED TO AVOID OVER-HEATING CASING SPACER SUPPORT LEGS.

2. SEE STANDARD MH DTLS ALSO.
3. STEPS TO BE POLYPROPYLENE PLASTIC WITH GRADE 60 REINFORCING ROD.

LAST REVISION DATE:	JO #
APR 2024	STANDARD
KUENZI MANHOLE W / WATERLINE CASING (EXISTING WATERLINE) (NTS)	
DAYTON, OR	DETAIL NO. 331



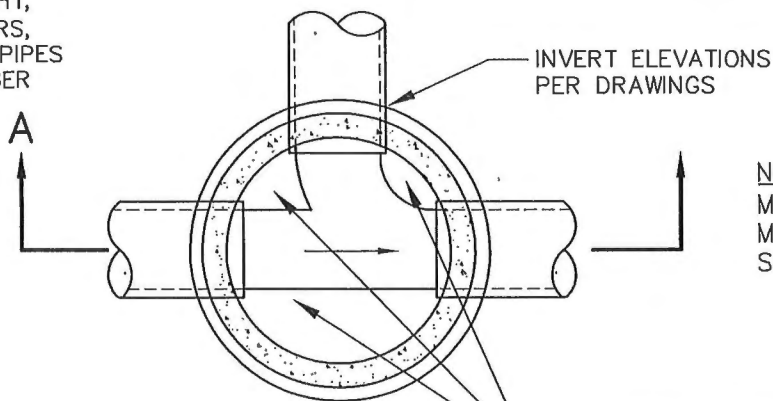
1. BLOCK CASING PIPE IN PLACE & POUR CONCRETE SUPPORTS. INSTALL CASING SPACERS TO SUPPORT WATERLINE THROUGH CASING (DETAIL 5080). INSTALL END SEALS.
2. SEE PLAN VIEWS FOR WATERLINE & STORM SIZE & CONFIGURATION. USE 72" MANHOLE UNLESS OTHERWISE SHOWN ON DRAWINGS.
3. SEE STANDARD MH DETAILS ALSO.

4. STEPS TO BE POLYPROPYLENE PLASTIC WITH GRADE 60 REINFORCING ROD.

LAST REVISION DATE: APR 2024	JO # STANDARD
KUENZI MANHOLE W / WATERLINE CASING (NEW WATERLINE) (NTS)	
DAYTON, OR	DETAIL NO. 332

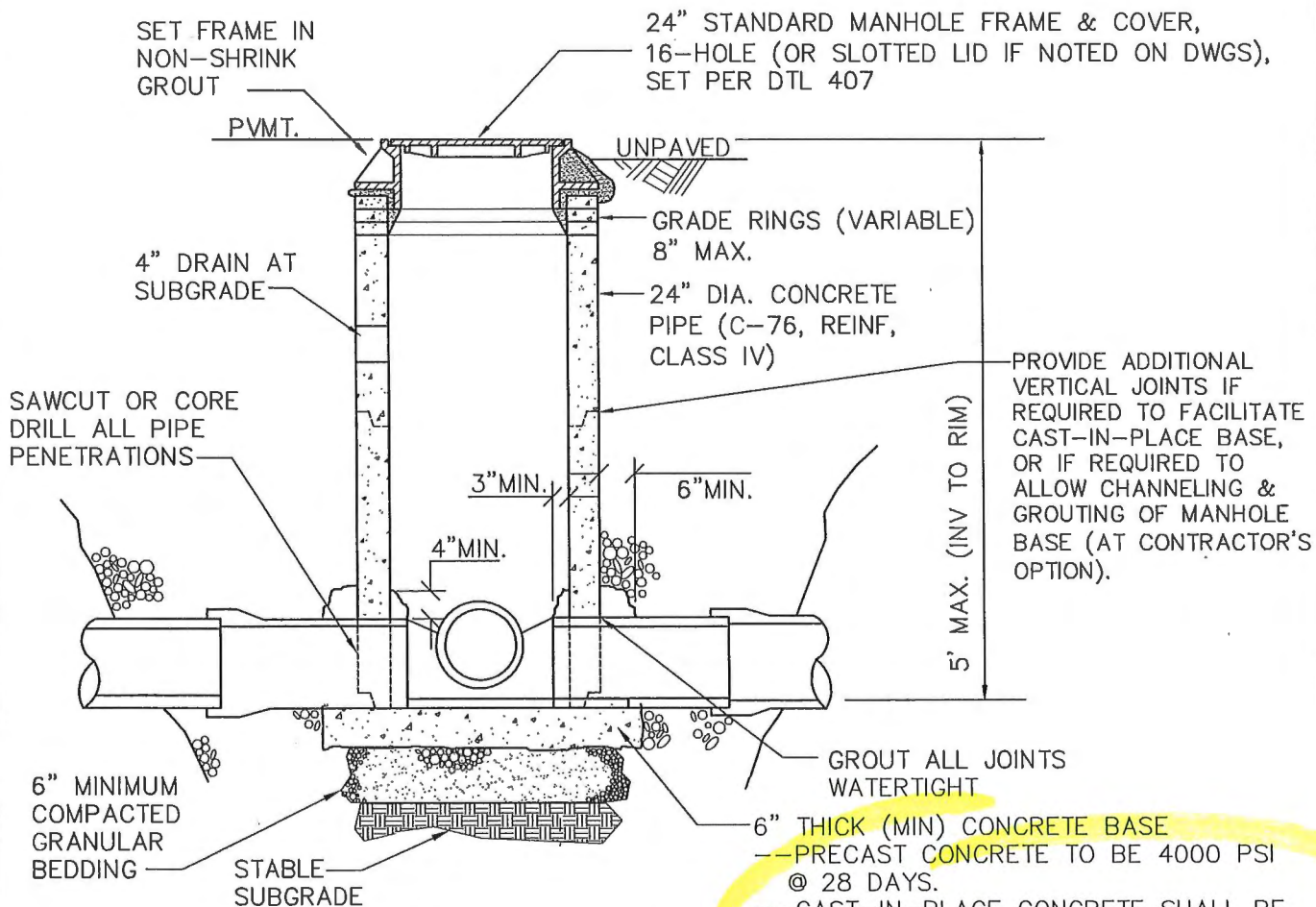
TYP DROP THRU MH:

0.1' MIN STRAIGHT,
0.2' MIN CORNERS,
SMALLER INLET PIPES
TO MATCH LARGER
OUTLET CROWN



PLAN

NOTE: PER ORS 92.044(7),
MANHOLE MUST BE SET 1'
MINIMUM CLEAR FROM ANY
SURVEY MONUMENT



SECTION A-A

NOTE:

1. MAXIMUM PIPE NUMBER & DIAMETERS AS FOLLOWS:
12" DIAMETER OR LESS - 4 MAXIMUM.
15" DIAMETER - 2 MAXIMUM.
OTHER PRECAST CONFIGURATIONS TYPICALLY REQUIRE
STANDARD 48" MIN MANHOLE DIAMETER.
2. CONSTRUCT CAST-IN-PLACE CONCRETE BASE IF REQUIRED
IN ORDER TO ACCOMMODATE SPECIFIED # & SIZE OR
ORIENTATION OF PIPES CONNECTED TO MH.

LAST REVISION DATE:

APR 2024

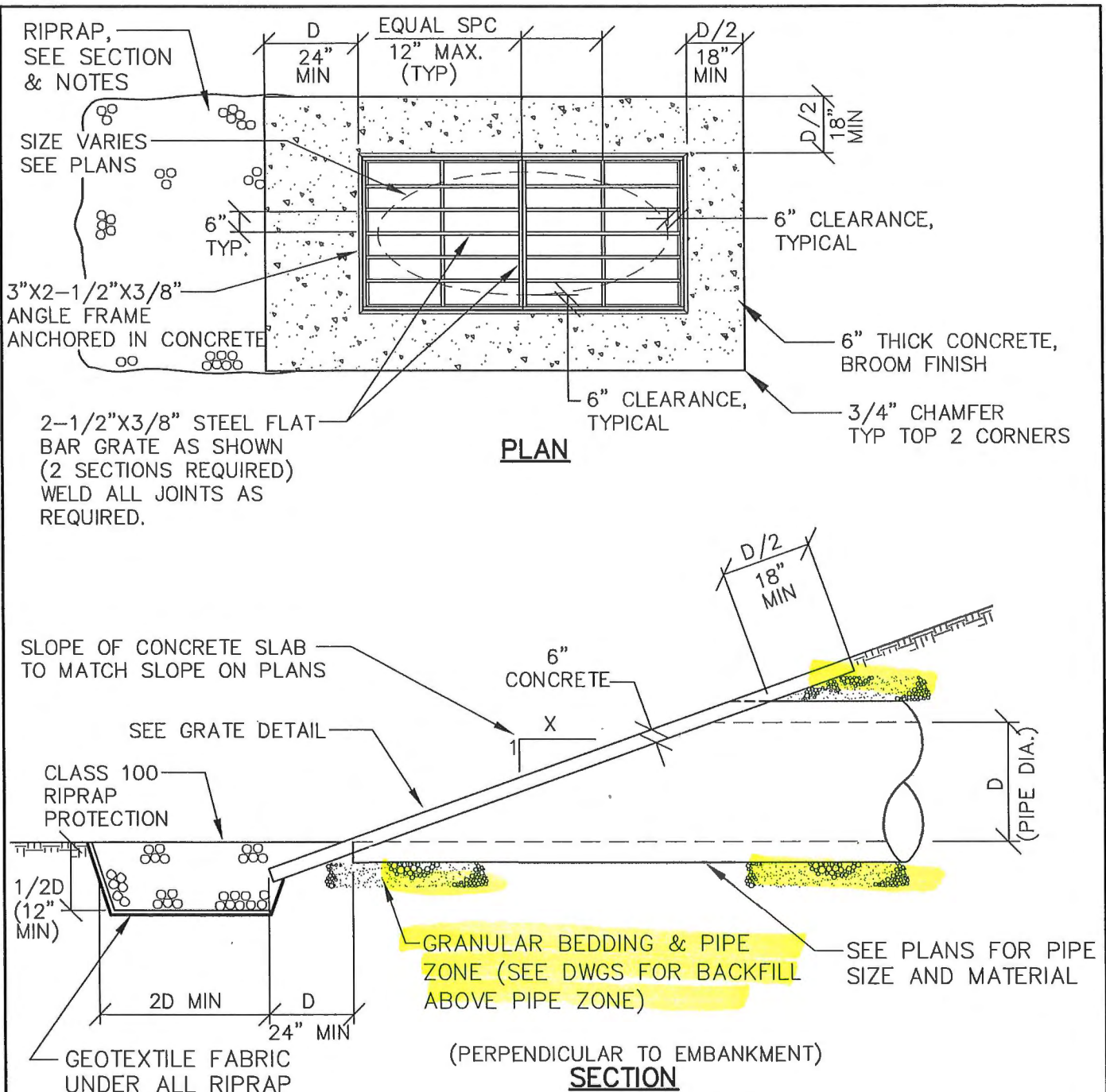
24" DIA. STORM MANHOLE,
PRECAST BASE OR
CAST-IN-PLACE BASE

(NTS)

DAYTON, OR

DETAIL NO.

350



NOTES:

1. SEE CONSTRUCTION DRAWINGS FOR PIPE SIZE, LOCATION AND INVERT ELEVATION.
2. FRAME & GRATE SHALL BE ASTM A36 STEEL, HOT DIP GALVANIZED AFTER FABRICATION.
3. ALL CONCRETE TO BE 3300 PSI AT 28 DAYS, MAX 5" SLUMP, 4.5% AIR ($\pm 1.5\%$).
4. GRATED CONFIGURATION SHOWN IS TYPICALLY USED WHERE OUTFALL PIPE DISCHARGES THROUGH EMBANKMENT PERPENDICULAR TO THE DRAINAGE CHANNEL, AND WHERE REQUIRED TO ACCOMMODATE BANK MOWING EQUIP.
5. USE NON-GRATED CONFIGURATION WHERE APPROVED BY PUBLIC WORKS DIRECTOR.
6. ARMORING OF FAR CHANNEL BANK (TO BANK TOP) IS REQUIRED UNLESS NO EROSION POTENTIAL EXISTS (AS DETERMINED BY CITY). ARMOR BOTTOM & BANK 10 FEET MINIMUM IN EACH DIRECTION FROM OUTFALL CENTERLINE, UNLESS FURTHER SHOWN ON DWGS.
7. FILL ALL VOIDS IN RIP-RAP WITH 3/4"-0 GRANULAR BASEROCK.

LAST REVISION DATE:

APR 2024

**CONCRETE
PIPE END CAP
WITH GRATE**

(NTS)

DETAIL NO.

DAYTON, OR

362

NOTE: PER ORS 92.044(7), MANHOLE MUST BE SET 1' MINIMUM CLEAR FROM ANY SURVEY MONUMENT

TYP DROP THRU MH:

0.1' MIN STRAIGHT,
0.2' MIN CORNERS,
SMALLER INLET PIPES
TO MATCH LARGER
OUTLET CROWN

STEPS.
VERIFY LOCATION TO
AVOID CONFLICTS
WITH INSIDE OR
OUTSIDE DROPS

MANHOLE FRAME &
COVER, SET PER DTL 407

MANPAN MH LID INSERT
AS REQ'D (SEE DTL 407)

PAVED
SURFACE

PLAN

SET FRAME IN
NON-SHRINK
GROUT

UNPAVED

GRADE RINGS (VARIABLE)
18" MAX.-TOP OF CONE
TO RIM

SLOPE OF PRECAST ECCENTRIC CONE
SHALL FACE DOWN GRADE. LOCATE
STEPS ON UPSTREAM SIDE OF MANHOLE.

MASTIC WRAP
AS NOTED

WALL THICKNESS
PER ASTM C-478

ALL OPENINGS
CORED DRILLED.

48" INSIDE
DIA. MIN

CHANNEL
DEPTH=
2/3 PIPE
DIA. MIN.

16" MAX

**FLAT TOP MH'S SHALL BE USED FOR ALL MH'S
LESS THAN 6' RIM TO INVERT, OR WITH TOP OF
PIPE CONNECTIONS WITHIN 5 FEET OF RIM ELEV**

ALL PIPE PENETRATIONS ON SANITARY
SEWER MANHOLES TO HAVE RUBBER
BOOTS.

ROUTE TONING WIRE UP
OUTSIDE OF MH AS SHOWN
(TYP ALL PIPES).

18" MAX

PRECAST BASE THICKNESS PER ASTM C-478

6" MIN COMPACTED
GRANULAR BEDDING

STABLE
SUBGRADE

SECTION A-A

NOTES:

1. PRECAST SECTIONS SHALL MEET OR EXCEED ASTM C-478. ALL CHANNELS & GROUTING TO BE SMOOTH.
2. WATERTIGHT O-RING OR MASTIC JOINTS REQUIRED, W/EXTERNAL SEAL AT BARREL JOINTS & PICKHOLES.
3. STEPS TO BE POLYPROPYLENE PLASTIC WITH GRADE 60 REINFORCING ROD. ADD STEPS TO EXTG CONNECTION MH IF EXTG STEPS ARE ABSENT.

PROVIDE GASKETED PVC CAP ON ALL STUBS FOR
FUTURE CONNECTION SHOWN ON DWGS (EXTEND PIPE
2' MIN BEYOND MH WALL), SLOPE PER DWGS.

INVERT
ELEVATIONS
PER
DRAWINGS

A

O-RING
or
BUTYL RESIN
MASTIC
AS SPEC'D

OFFSET
JOINT

BUTYL
RESIN
MASTIC

KEYLOCK
JOINT

ALL SS MHs. CLEAN & INSTALL 9" WIDE EXTERNAL MASTIC WRAP
AT ALL JOINTS & PICKHOLES (TRELLEBORG OR BESTWRAP),
SECURE IN PLACE W/ 3 LAYERS OF PLASTIC PALLET WRAP.
CONTACT PUBLIC WORKS FOR INSPECTION BEFORE BACKFILLING.

**MANHOLE BARREL JOINT
OPTIONS & SEALING**

LAST REVISION DATE:

APR 2024

COPYRIGHT 1996
WESTECH ENGINEERING, INC.

**STANDARD MANHOLE
FOR 21" PIPE AND SMALLER
(SEWER & STORM)**

(NTS)

DETAIL NO.

DAYTON, OR

401

NOTE: PER ORS 92.044(7), MANHOLE MUST BE SET 1' MINIMUM CLEAR FROM ANY SURVEY MONUMENT

PROVIDE GASKETED PVC CAP ON ALL STUBS FOR FUTURE CONNECTION SHOWN ON DWGS (EXTEND PIPE 2' MIN BEYOND MH WALL), SLOPE PER DWGS.

TYP DROP THRU MH:

A 0.1' MIN STRAIGHT, 0.2' MIN CORNERS, SMALLER INLET PIPES TO MATCH LARGER OUTLET CROWN

INVERT ELEVATIONS PER DRAWINGS

O-RING or BUTYL RESIN MASTIC AS SPEC'D

STEPS. VERIFY LOCATION TO AVOID CONFLICTS WITH INSIDE OR OUTSIDE DROPS

VACUUM TESTING OF EXTG MANHOLES REQUIRED AFTER NEW CONNECTIONS. SEAL MH AS REQUIRED TO PASS.

SLOPE SHELVES 1:12 TO DRAIN

OFFSET JOINT

BUTYL RESIN MASTIC

ALL INSIDE JOINTS & WALL PENETRATIONS TO BE GROUTED FOLLOWING MH ASSEMBLY (TYP).

KEYLOCK JOINT

PLAN

MANHOLE FRAME & COVER, SET PER DTL 407

MANPAN MH LID INSERT AS REQ'D (SEE DTL 407)

PAVED SURFACE

SET FRAME IN NON-SHRINK GROUT

UNPAVED

GRADE RINGS (VARIABLE) 18" MAX.—TOP OF FLAT TOP TO RIM

FLAT TOP SECTION, 8" MIN THICKNESS

WALL THICKNESS PER ASTM C-478

ALL PIPE PENETRATIONS ON SANITARY SEWER MANHOLES TO HAVE RUBBER BOOTS.

ROUTE TONING WIRE UP OUTSIDE OF MH AS SHOWN (TYP ALL PIPES).

PRECAST BASE THICKNESS PER ASTM C-478

6" MIN COMPACTED GRANULAR BEDDING

STABLE SUBGRADE

SECTION A-A

NOTES:

1. PRECAST SECTIONS SHALL MEET OR EXCEED ASTM C-478. ALL CHANNELS & GROUTING TO BE SMOOTH.
2. WATERTIGHT O-RING OR MASTIC JOINTS REQUIRED, W/EXTERNAL SEAL AT BARREL JOINTS & PICKHOLES.
3. STEPS TO BE POLYPROPYLENE PLASTIC WITH GRADE 60 REINFORCING ROD. ADD STEPS TO EXTG CONNECTION MH IF EXTG STEPS ARE ABSENT.

LAST REVISION DATE: APR 2024	COPYRIGHT 1996 WESTECH ENGINEERING, INC.
FLAT TOP MANHOLE FOR 21" PIPE AND SMALLER (SEWER & STORM) (NTS)	
DAYTON, OR	DETAIL NO. 402

ALL SS MHS. CLEAN & INSTALL 9" WIDE EXTERNAL MASTIC WRAP AT ALL JOINTS & PICKHOLES (TRELLEBORG OR BESTWRAP), SECURE IN PLACE W/ 3 LAYERS OF PLASTIC PALLET WRAP. CONTACT PUBLIC WORKS FOR INSPECTION BEFORE BACKFILLING.

NOTE: PER ORS 92.044(7),
MANHOLE MUST BE SET 1'
MINIMUM CLEAR FROM ANY
SURVEY MONUMENT

TYP DROP THRU MH:
0.1' MIN STRAIGHT,
0.2' MIN CORNERS,
SMALLER INLET PIPES
TO MATCH LARGER
OUTLET CROWN

STEPS.
VERIFY LOCATION TO
AVOID CONFLICTS
WITH INSIDE OR
OUTSIDE DROPS

PROVIDE GASKETED PVC CAP ON ALL STUBS
FOR FUTURE CONNECTION SHOWN ON DWGS
(EXTEND PIPE 2' MIN BEYOND MH WALL),
SLOPE PER DWGS.

(THIS STUB NOT
SHOWN BELOW)

VACUUM TESTING OF EXTG
MANHOLES REQUIRED
AFTER NEW CONNECTIONS.
SEAL MH AS REQUIRED
TO PASS.

SLOPE SHELVES
1:12 TO DRAIN

O-RING
or
BUTYL RESIN
MASTIC
AS SPEC'D

OFFSET
JOINT

BUTYL
RESIN
MASTIC

ALL INSIDE
JOINTS & WALL
PENETRATIONS TO
BE GROUTED
FOLLOWING MH
ASSEMBLY (TYP).

KEYLOCK
JOINT

MANHOLE BARREL JOINT OPTIONS & SEALING

ALL SS MHS. CLEAN & INSTALL 9" WIDE EXTERNAL MASTIC WRAP
AT ALL JOINTS & PICKHOLES (TRELLEBORG OR BESTWRAP),
SECURE IN PLACE W/ 3 LAYERS OF PLASTIC PALLET WRAP.
CONTACT PUBLIC WORKS FOR INSPECTION BEFORE BACKFILLING.

PLAN

MANHOLE FRAME &
COVER, SET PER DTL 407

MANPAN MH LID INSERT
AS REQ'D (SEE DTL 407)

PAVED
SURFACE

SET FRAME IN
NON-SHRINK
GROUT

UNPAVED

MASTIC
WRAP
AS
NOTED

30" MAX
12" TYP

GRADE RINGS (VARIABLE)
18" MAX.—TOP OF FLAT
TOP TO RIM

FLAT TOP SECTION, 8" MIN THICKNESS

60" INSIDE
DIA. MIN

12" MIN.

**FOR MANHOLES DEEPER THAN 11 FT.
RIM TO INVERT, SEE DETAIL 403A**

WALL THICKNESS PER ASTM C-478

ALL PIPE PENETRATIONS ON SANITARY
SEWER MANHOLES TO HAVE RUBBER
BOOTS.

CHANNEL DEPTH = 2/3 PIPE DIA. MIN.

PRECAST BASE THICKNESS PER ASTM C-478

6" MIN COMPACTED
GRANULAR BEDDING

ALL OPENINGS
CORED DRILLED

18" MAX

ROUTE TONING
WIRE UP OUTSIDE
OF MH AS SHOWN
(TYP ALL PIPES).

STABLE
SUBGRADE

SECTION A-A

NOTES:

1. PRECAST SECTIONS SHALL MEET OR EXCEED ASTM C-478. ALL CHANNELS & GROUTING TO BE SMOOTH.
2. WATERTIGHT O-RING OR MASTIC JOINTS REQUIRED, W/EXTERNAL SEAL AT BARREL JOINTS & PICKHOLES.
3. STEPS TO BE POLYPROPYLENE PLASTIC WITH GRADE 60 REINFORCING ROD. ADD STEPS TO EXTG CONNECTION MH IF EXTG STEPS ARE ABSENT.

LAST REVISION DATE:

APR 2024

COPYRIGHT 1996
WESTECH ENGINEERING, INC.

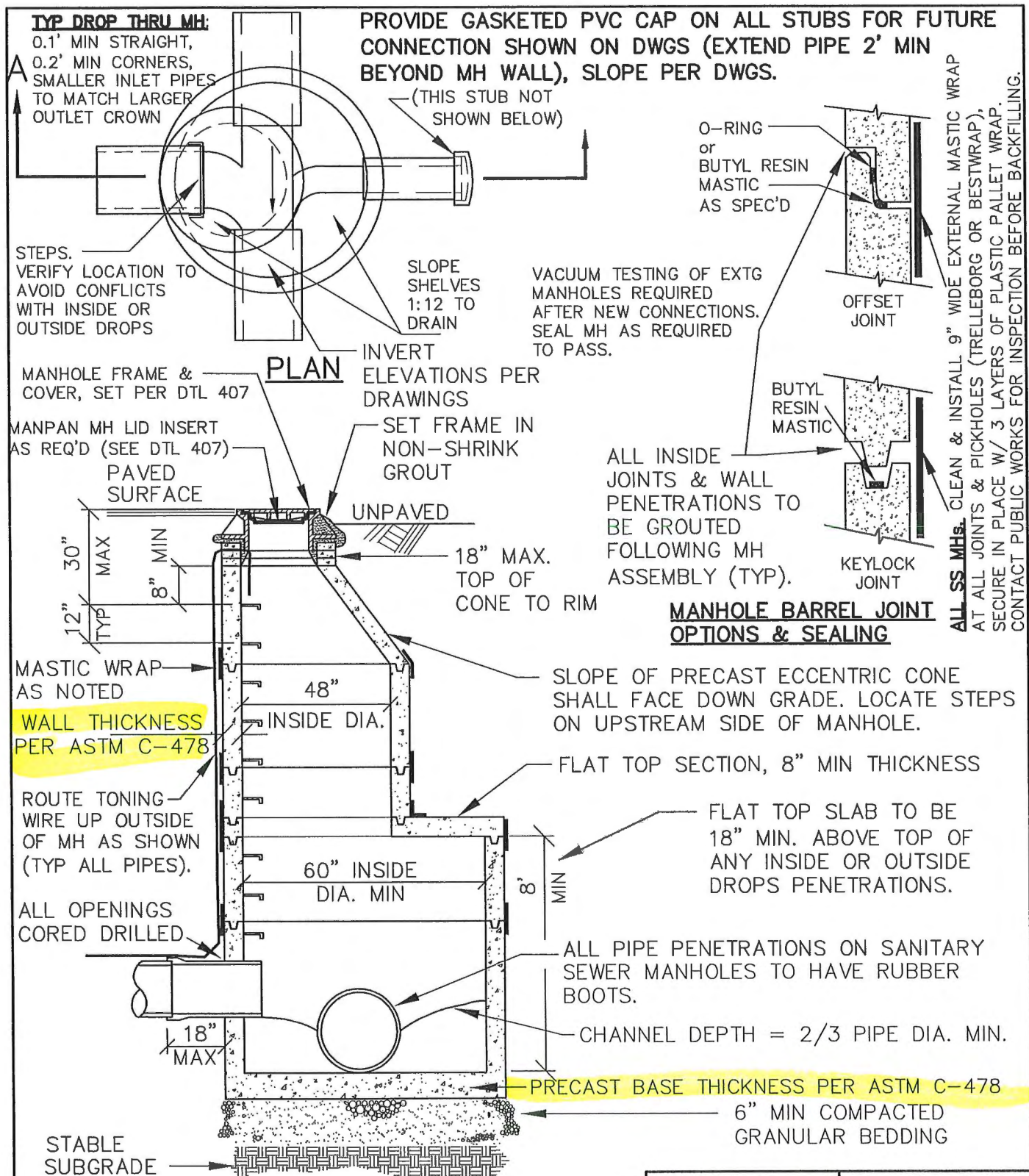
**MANHOLE
FOR 24" AND 27" PIPE
(SEWER & STORM)**

(NTS)

DAYTON, OR

DETAIL NO.

403

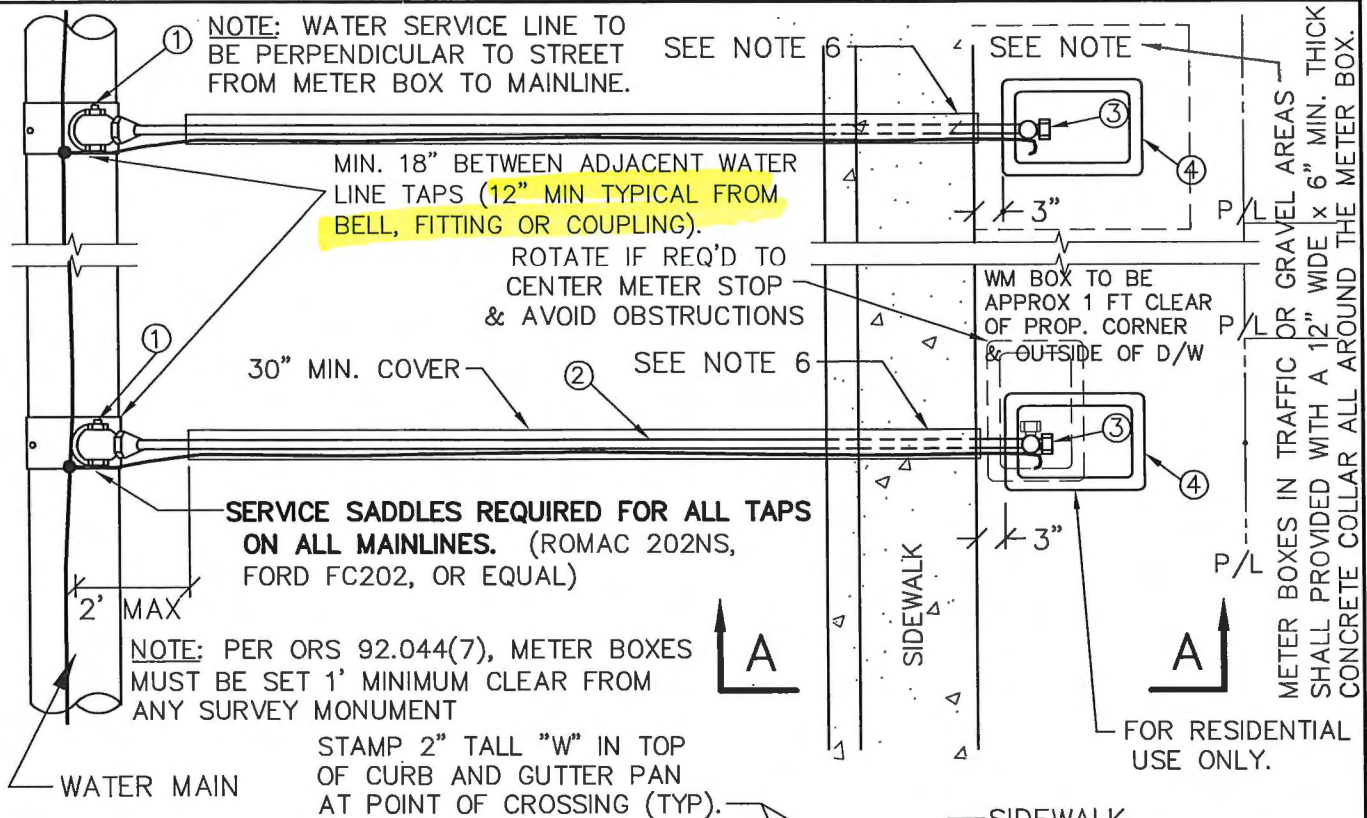


NOTES:

1. PRECAST SECTIONS SHALL MEET OR EXCEED ASTM C-478. ALL CHANNELS & GROUTING TO BE SMOOTH.
2. WATERTIGHT O-RING OR MASTIC JOINTS REQUIRED, W/EXTERNAL SEAL AT BARREL JOINTS & PICKHOLES.
3. STEPS TO BE POLYPROPYLENE PLASTIC WITH GRADE 60 REINFORCING ROD. ADD STEPS TO EXTG CONNECTION MH IF EXTG STEPS ARE ABSENT.

SECTION A-A

LAST REVISION DATE: APR 2024	COPYRIGHT 1996 WESTECH ENGINEERING, INC.
DEEP MANHOLE FOR 24" AND 27" PIPE (SEWER & STORM) (NTS)	
DAYTON, OR	DETAIL NO. 403A



MATERIALS:

- ① 1" BALL STYLE CORPORATION STOP FORD FB-1100. SET AT 30° ANGLE UP FROM HORIZONTAL.
- ② 1" CENCORE BLUE HDPE (CTS OD, SDR 9, 200 PSI) CONFORMING TO AWWA C901, USE 2-3/8" LONG INSERTS ON COMPRESSION FITTINGS (McDONALD 6133T). SINGLE RESIDENTIAL SERVICE: 1" TYP
- ③ 1" BALL STYLE LOCKING ANGLE METER STOP, FORD BA43-444WQ OR EQUAL. PROVIDE ALL METER STOPS WITH 1" x 3/4" METER ADAPTER (FORD A24 OR EQUAL).
- ④ WATER METER BOX PER PWDS 5.8.h.1 (13"x24" ID, H20, GREY): -DFW1324C4-12-BODY W/ DFW1324C-4-LID. PROVIDE METER BOXES WITHOUT KNOCKOUTS FOR SENSOR HEADS.

NOTES:

1. SUBSTITUTES FOR ANY MATERIALS SHOWN SHALL BE APPROVED BY THE PUBLIC WORKS DIRECTOR.
2. ALL PIPE AND BACKFILL ZONES SHALL BE BACKFILLED USING 3/4" MINUS GRANULAR MATERIAL AND COMPACTED TO 92% MAX. DENSITY DETERMINED BY AASHTO T-180.
3. SET FRONT OF METER BOX BEHIND BACK OF SIDEWALK LOCATION AS SHOWN.
4. METER BOX SHALL BE CENTERED OVER THE COMPLETED METER ASSEMBLY.
5. 1½-INCH MIN. PIPE SIZE FOR COMMERCIAL SERVICES.
6. FAR SIDE COMMERCIAL SERVICES SHALL BE INSTALLED IN A 4" MIN DIA SCHED 40 PVC SLEEVE WHICH BEGINS 2' FROM MAIN AND EXTENDS TO BACK OF FAR SIDE SIDEWALK.
7. TRACER WIRE SPLICES SHALL USE USE WATERTIGHT CONNECTION, TYPE DBR DIRECT BURY SPLICE KIT BY 3M COMPANY (OR EQUAL).

SECTION A-A

METER COUPLING (TAIL), BALL-VALVE W/HANDLE (NO PADLOCK TABS), COMPRESSION OUTLET & 90° ELBOW. PROVIDE PRIOR TO WATER METER INSTALLATION.

LAST REVISION DATE:	COPYRIGHT 1986 WESTECH ENGINEERING, INC.
APR 2024	
TYPICAL 1" WATER SERVICE (HDPE SERVICE LINE)	
(NTS)	
DAYTON, OR	DETAIL NO. 515

**RESOLUTION No. 23/24-16
CITY OF DAYTON, OREGON**

A Resolution Adopting Public Works Design Standards Update No. 15

WHEREAS, on October 6, 2006, the Dayton City Council adopted Resolution No. 06/07-11, A Resolution Adopting City of Dayton Public Works Design Standards (hereafter called “Standards”), and amended on February 5, 2007, by Resolution No. 06/07-27, A Resolution Adopting Public Works Design Standards Update No. 1; and on January 7, 2008, by Resolution No. 07/08-17, A Resolution Adopting Public Works Design Standards Update #2; and Resolution No. 07/08-31, A Resolution Adopting Public Works Design Standards Update #3; and Resolution No. 09/10-31, A Resolution Adopting Public Works Design Standards Update #4; and Resolution No. 12/13-35, A Resolution Adopting Public Works Design Standards Update #5; and Resolution No. 13/14-5, A Resolution Adopting Public Works Design Standards Update #6; and Resolution No. 15/16-10 A Resolution Adopting Public Works Design Standards Update #7; and Resolution No. 17/18-9 A Resolution Adopting Public Work Design Standards Update #8; and Resolution No. 19/20-2 A Resolution Adopting Public Work Design Standards Update #9; and Resolution No. 19/20-19 A Resolution Adopting Public Work Design Standards Update #10; and Resolution No. 20/21-12 A Resolution Adopting Public Work Design Standards Update #11; and Resolution No. 21/22-29 A Resolution Adopting Public Work Design Standards Update #12; and Resolution No. 22/23-04 A Resolution Adopting Public Work Design Standards Update #13; and on June 5, 2023, by Resolution No. 22/23-13; and

WHEREAS, the Standards are subject to change as both the City’s needs change and the industry standards change, or if errors are discovered in the document; and

WHEREAS, certain information in the Standards needs to be updated or changed.

The City of Dayton resolves as follows:

- 1) **THAT** Update No. 15 to the City of Dayton Public Works Design Standards, (attached hereto as Exhibit A and by this reference incorporated herein) is hereby adopted; and
- 2) **THAT** this resolution shall become effective immediately upon adoption.

ADOPTED this 3rd day of June 2024.

In Favor:

Opposed:

Absent:

Abstained:

Annette Frank, Mayor

Date of Signing

ATTESTED BY:

Rocio Vargas, City Recorder

Date of Enactment

Attachment - Exhibit A

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To: Honorable Mayor and City Councilors

From: Rochelle Roaden, City Manager

Issue: Approval of Resolution 23/24-17 Chemeketa Cooperative Regional Library Service (CCRLS) IGA Amendment #1

Date: June 3, 2024

Background Information:

The City of Dayton has been apart of the CCRLS network since 2008.

This current IGA with CCRLS is for a five-year term starting July 1 of 2023 through June 30th of 2028 to provide library services for the Mary Gilkey Library. This is Amendment #1 to the current IGA for the upcoming year.

City Manager Recommendation: I recommend approval of Resolution 23/24-17.

Potential Motion Language: "I move to approve Resolution 23/24-17 a Resolution Approving Amendment #1 to the Intergovernmental Agreement between Chemeketa Community College and the City of Dayton for the Chemeketa Cooperative Regional Library Service (CCRLS)."

City Council Options:

- 1 - Move to approve Resolution 23/24-17.
- 2 - Move to approve Resolution 23/24-17 with amendments.
- 3 - Take no action and direct Staff to do more research and bring more options back to the City Council at a later date.

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**RESOLUTION NO. 23/24-17
CITY OF DAYTON, OREGON**

A Resolution Approving Amendment #1 to the Current Intergovernmental Agreement between Chemeketa Community College and the City of Dayton for the Chemeketa Cooperative Regional Library Service (CCRLS).

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

WHEREAS, Chemeketa Community College renewed the Agreement in 2012-2013 for another 5-year Agreement with an annual payment amounts update; and

WHEREAS, Chemeketa Community College renewed the Agreement in 2018-2019 for another 5-year Agreement with annual payment amounts update that expires on June 30, 2023; and

WHEREAS, Chemeketa Community College renewed the Agreement in 2022-2023 for another 5-year Agreement with annual payment amounts update that expires on June 30, 2028.

The City of Dayton resolves as follows:

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

ADOPTED this 3rd day of June 2024.

In Favor:

Opposed:

Absent:

Abstained:

Annette Frank, Mayor

Date of Signing

ATTESTED BY:

Rocio Vargas, City Recorder

Date of Enactment



Chemeketa Cooperative
Regional Library Service

Exhibit A

Procurement Services – 4000 Lancaster Drive NE, Salem, OR 97305

**Library Participation in Chemeketa Cooperative Regional Library Services (CCRLS)
Intergovernmental Agreement #10698200, Amendment #01**

Purpose: Update Notices, Contact Persons, and Add 10698201 Exhibit 1.

This Agreement is by and between Chemeketa Community College through its Chemeketa Cooperative Regional Library Services (CCRLS), hereafter known as “College,” and City of Dayton, Oregon, by and through its Mary Gilkey City Library, hereafter known as “CCRLS Member Library,” both herein referred to individually and collectively as “Party” or “Parties.”

1) Clause **18) Notices**, subsection College is deleted in its entirety and replaced with the following:

18) Notices

Any notice required to be given to the College or CCRLS Member Library under this Agreement shall be sufficient if given, in writing, by email, first class mail or in person as follows:

College

Doug Yancey, Executive Director, Chemeketa
Cooperative Regional Library Service (CCRLS)
Chemeketa Community College
PO Box 14007
4000 Lancaster Drive NE
Salem, OR 97309-7070
Office: 503.315.4584
Email: doug.yancey@ccrls.org
c/o: procurement@chemeketa.edu

2) Clause **19) Contact Persons**, subsection College is deleted in its entirety and replaced with the following:

19) Contact Persons

College

Doug Yancey, Executive Director, Chemeketa
Cooperative Regional Library Service (CCRLS)
Chemeketa Community College
PO Box 14007
4000 Lancaster Drive NE
Salem, OR 97309-7070
Office: 503.315.4584
Email: doug.yancey@ccrls.org

3) Add **10698201 Exhibit 1 FY2024-2025 Compensation Schedule** is attached hereto and incorporated herein by this reference.

4) This amendment is effective July 1, 2024.

Signatures

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

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

COLLEGE

CCRLS MEMBER LIBRARY

(Signature) (Date)
Doug Yancey
Executive Director, Chemeketa Cooperative
Regional Library Services (CCRLS)

Signature of Library Director (Date)
Cyndi Park, Library Director, Mary Gilkey City
Library
Name/Title (Typed or Printed)

Signature of Authorized Entity Signer (Date)
Rochelle Roaden, City Manager, Dayton, Oregon
Name/Title (Typed or Printed)

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



10698201 Exhibit 1
FY 2024–2025 Compensation Schedule
(July 1, 2024 – June 30, 2025)

Formula Based Reimbursement to CCRLS Participating Entity Library by College

Library	Annual Amount	Quarterly Payment
Amity Public Library	\$9,648	\$2,412.00
Chemeketa Community College Library	\$2,574	\$643.50
Confederated Tribes of Grand Ronde Tribal Library	\$395	\$98.75
Dallas Public Library	\$127,333	\$31,833.25
Dayton Library (Mary Gilkey City Library)	\$9,957	\$2,489.25
Independence Public Library	\$54,077	\$13,519.25
Jefferson Public Library	\$24,927	\$6,231.75
Lyons Public Library	\$12,191	\$3,047.75
McMinnville Public Library	\$216,843	\$54,210.75
Monmouth Public Library	\$56,809	\$14,202.25
Mt. Angel Public Library	\$28,322	\$7,080.50
Newberg Public Library	\$160,571	\$40,142.75
Salem Public Library	\$798,625	\$199,656.25
Sheridan Public Library	\$14,529	\$3,632.25
Silver Falls Library District	\$97,693	\$24,423.25
Stayton Public Library	\$114,727	\$28,681.75
Willamina Public Library	\$12,770	\$3,192.50
Woodburn Public Library	\$97,937	\$24,484.25

Net Lending Payment to CCRLS PARTICIPATING ENTITY by College: The net lending payment rate for fiscal year 2024-2025 shall be \$1.50 per item.

Participation Payment to College (City of Newberg Only): The participation payment to College by the City of Newberg for fiscal year 2024-2025 shall be \$194,524.11.



Procurement Services – 4000 Lancaster Drive NE, Salem, OR 97309

Library Participation in Chemeketa Cooperative Regional Library Service (CCRLS) Intergovernmental Agreement No: 10698200

1) Parties to the Agreement

This Agreement is by and between Chemeketa Community College through its Chemeketa Cooperative Regional Library Service (CCRLS), hereafter known as “College,” and the City of Dayton, Oregon, an Oregon municipal corporation, by and through its Mary Gilkey City Library, hereafter known as “CCRLS Member Library,” both herein referred to individually and collectively as “Party” or “Parties.”

2) Agreement Documents and Order of Precedence

The Agreement Documents consist of the following documents which are listed in descending order of precedence:

This Agreement; Amendments to this Agreement, if any; Attachments and Exhibits to this Agreement, which are incorporated by reference and attached, including: 10698200 Attachment A – Statement of Work/Consideration, and Exhibits to Attachment A if listed; 10698200 Exhibit 1 – Compensation Schedule.

A conflict in the Agreement Documents shall be resolved in priority listed above and with this Agreement taking precedence over all other documents. The Agreement Documents are the entire Agreement between the Parties and shall supersede any prior representation, written or oral.

3) Independent Contractor

This Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership joint venture or association. CCRLS Member Library, its officers, employees, and/or agents are not authorized to act as an agent of College with respects to the fiscal and administrative management responsibilities of College under this agreement.

4) Purpose of Agreement/Consideration

The purpose of this Agreement is to provide for the participation of the library of CCRLS Member Library in CCRLS, a cooperative of member libraries in the College district, under the terms and conditions set forth herein and as described in detail in Attachment A. Payments under this agreement will be made as described in Attachment A.

5) Term and Termination

Parties agree that the term of this Agreement shall commence July 1, 2023 and shall continue through June 30, 2028 unless earlier terminated or later extended as provided herein.

- a) This Agreement shall be amended yearly to incorporate a revised compensation schedule for the next fiscal year effective July 1.
- b) This Agreement may be terminated by mutual consent of the parties at any time.
- c) College may terminate this Agreement effective upon delivery of written notice to CCRLS

Member Library or at such later date as may be established by College under any of the following conditions:

- i) If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of Work. This Agreement may be modified to accommodate a reduction in funds;
 - ii) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Work is no longer allowable or appropriate for purchase under this Agreement or is no longer eligible for the funding proposed for payments authorized by this Agreement; and
 - iii) If any license, certificate, or insurance required by law or regulation to be held by CCRLS Member Library to provide the Work required by this Agreement is for any reason denied, revoked or not renewed.
- d) CCRLS Member Library may terminate this Agreement effective upon delivery of written notice to College or such later date as may be established by CCRLS Member Library under any of the following conditions:
- i) If funding, appropriations, limitations, allotments, or other expenditure authority from federal, state, local, or other sources is not obtained or continued at levels sufficient in CCRLS Member Library's reasonable determination to perform its duties under this agreement;
 - ii) If federal, state, or local laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that CCRLS Member Library's performance under this agreement is prohibited, CCRLS Member Library is no longer eligible for the funding proposed for payments authorized by this agreement, or is prohibited from paying those payments authorized by this agreement from the planned funding source; and
 - iii) If any license, certificate, or insurance required by law or regulation to be held by CCRLS Member Library in order to perform its duties under this agreement is for any reason denied, revoked, or not renewed.
- e) Either Party may terminate this Agreement upon the other's material breach of any of its terms, by giving written notice to the Party in breach at least 60 days in advance of the effective date of termination. Cure of the breach by the Party in breach within the 60-day period shall void the notice of termination.
- f) This Agreement may be terminated by either Party without breach by the other upon giving written notice to the other Party no later than May 1. Termination shall be effective at midnight on the following June 30. It is the intent of this paragraph that the Parties recognize an obligation of good faith to create and continue a long-term relationship by virtue of this Agreement.
- g) Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either Party already accrued prior to such termination.
- h) In the event either Party terminates this Agreement, College shall provide CCRLS Member Library its current bibliographic, borrower, and circulation records and databases in machine-

readable media and format.

- i) In the event that the College CCRLS activities should cease and the assets and operations of CCRLS are not assumed by a successor providing equivalent service, then all assets of the CCRLS Automated System shall be transferred to participating cities without charge.

6) Subcontractors

CCRLS Member Library shall identify, and is required to receive prior written approval from College, prior of the Work beginning, of all proposed subcontractors which will provide Work under this Agreement. Although approval shall not be unreasonably withheld, College has the right to approve or disapprove all proposed subcontractors.

7) Amendments

The terms of this Agreement shall not be waived, changed or supplemented except by written amendment signed by the Parties to this Agreement.

8) Compliance with Applicable Laws

The Parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to providing the Work including but not limited to (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973, the ADA of 1990 (United States Code, Title 42, Chapter 126, Sub-Chapters I - IV and Title 47, Chapter 5, Sub-Chapters II and VI), ORS 659A.142 and ORS 659A.400 through ORS 659A.409 and maintain the confidence of student educational records in accordance with FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, OAR 581-021-0220 through 581-021-0440 and OAR 589-004-0100 through 589-004-0750.

This Agreement shall be administered and construed under the laws of the State of Oregon. The venue for any action related to this Agreement shall be in the Circuit Court for the County of Marion, Oregon.

9) Compliance with College Policies

The College retains the right to stop any activity and/or to require dismissal from the job site of any worker whose behavior does not comply, or gives the College reasonable suspicion to believe the worker's behavior does not comply, with pertinent Chemeketa Community College policy(ies), including but not limited to providing a respectful workplace, a harassment free workplace, and a drug and alcohol free workplace, or the activity is deemed hazardous to members of a user group, the public, or College facilities.

10) Hold Harmless and Indemnification

Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), each Party shall indemnify, within the limits of and subject to the restrictions in the Tort Claims Act, the other against any liability for personal injury or damage to life or property arising from its negligent activity under this Agreement provided, however, that each Party shall not be required to indemnify the other for any such liability arising out of the wrongful acts, including but not limited to, to a person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

11) Insurance Requirements

The Parties shall insure, or self-insure, and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 through 30.300).

12) Access to Records

The Parties, the Secretary of State's Office of the State of Oregon and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts and transcripts.

13) Ownership of Work Products

All Work Product created by CCRLS Member Library pursuant to this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a “work made for hire” or an employment to invent, shall be the exclusive property of the College. The College and CCRLS Member Library agree that such original works of authorship are “work made for hire” of which the College is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to this Agreement is not “work made for hire,” CCRLS Member Library hereby irrevocably assigns to the College any and all of its rights, title, and interest in all original Work Product created pursuant to this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon the College’s reasonable request, CCRLS Member Library shall execute such further documents and instruments necessary to fully vest such rights in the College. CCRLS Member Library forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14) Data Security and Privacy

The Parties agree that all circulation data, which would in any way identify a particular library user or the materials borrowed by any user, are confidential and exempt from disclosure under the Oregon Public Records Law. Each Party shall refuse disclosure of any and all such data unless ordered by the by a valid subpoena or court order. The Parties shall maintain the confidentiality of patron records as required by the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 through 646A.628).

- a) In order to satisfy the Communications Assistance for Law Enforcement Act (CALEA) requirements, CCRLS Member Library will take reasonable agreed upon measures to identify internet users accessing the internet over the CCRLS network.

15) Merger Clause

Parties concur and agree that this Agreement constitutes the entire Agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its terms and conditions.

16) Force Majeure

Neither CCRLS Member Library nor College shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which was beyond either party’s reasonable control.

17) Assignment

CCRLS Member Library shall not assign or transfer its interest in this Agreement without the express written consent of College.

18) Notices

Any notice required to be given to the College or CCRLS Member Library under this Agreement shall be sufficient if given, in writing, by email, first class mail or in person as follows:

College

Doug Yancey, Interim Director, Chemeketa
Cooperative Regional Library Service
Chemeketa Community College
PO Box 14007
4000 Lancaster Drive NE
Salem, OR 97309-7070
Office: 503.315.4584
Email: doug.yancey@ccrls.org
c/o: procurement@chemeketa.edu

CCRLS Member Library

Rochelle Roaden, City Manager

City of Dayton
PO Box 339
416 Ferry Street
Dayton, Oregon, 97114
Office: 503.864.2221, Fax: 503.864.2956
Email: rroaden@daytonoregon.gov

19) Contact Persons

College

Doug Yancey, Interim Director, Chemeketa
Cooperative Regional Library Service
Chemeketa Community College
PO Box 14007
4000 Lancaster Drive NE
Salem, OR 97309-7070
Office: 503.315.4584
Email: doug.yancey@ccrls.org

CCRLS Member Library

Cyndi Park, Library Director


Mary Gilkey City Library
PO Box 339
416 Ferry Street
Dayton, Oregon, 97114
Office: 503.864.2221, Fax: 503.864.2956
Email: cpark@ci.dayton.or.us

Signatures on Next Page

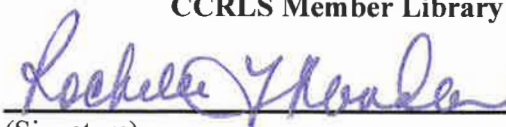
Signatures

This Agreement and any changes, alterations or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this Agreement to be executed on the date set forth below.

 College

(Signature) 6/8/2023
(Date)
Aaron Hunter
Associate Vice President/ Chief Financial Officer

CCRLS Member Library
 6/7/23

(Signature) (Date)

**Rochelle Roaden/City Manager, City of Dayton,
Oregon**

Name/Title (Typed or Printed)

Approved
 6/7/23

(Signature) (Date)

Name: **Cyndi Park**

Library Director for Mary Gilkey City Library

Chemeketa Community College prohibits unlawful discrimination based on race, color, religion, national origin, sex, marital status, disability, protected veteran status, age, gender, gender identity, sexual orientation, pregnancy, whistleblowing, genetic information, domestic abuse victim, or any other status protected by federal, state, or local law in any area, activity or operation of the College. The College also prohibits retaliation against an individual for engaging in activity protected under this policy, and interfering with rights or privileges granted under federal, state or local laws.

Under College policies, equal opportunity for employment, admission, and participation in the College's programs, services, and activities will be extended to all persons, and the College will promote equal opportunity and treatment through application of its policies and other College efforts designed for that purpose.

Persons having questions or concerns about Title IX, which includes gender based discrimination, sexual harassment, sexual violence, interpersonal violence, and stalking, contact the Title IX coordinator at 503.365.4723, 4000 Lancaster DR. NE, Salem, OR 97305, or <http://go.chemeketa.edu/titleix>. Individuals may also contact the U.S. Department of Education, Office for Civil Rights (OCR), 810 3rd Avenue #750, Seattle, WA 98104, 206.607.1600.

Equal Employment Opportunity or Affirmative Action should contact the Affirmative Action Officer at 503.399.2537, 4000 Lancaster DR NE, Salem OR 97305.

To request this publication in an alternative format, please call 503.399.5192



Chemeketa Cooperative Regional Library Service

10698200 Attachment A – Statement of Work/Consideration

1) Statement of Work

a) Under this agreement CCRLS Member Library shall:

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

tangible components of the system; and, provided further, that the CCRLS Member Library shall not be liable under this agreement for any consequential damages incident to any loss under this section;

- xiii) Prepare, provide, and maintain the furniture and physical location for installation of allocated hardware and equipment in its library. This responsibility includes network, cable installation, electrical power, and environment, all meeting industry, manufacturer, and vendor specifications;
 - xiv) CCRLS Member Library may purchase equipment and software to expand and enhance its own operations; provided that, if any such equipment and software will be linked to the integrated library system or the College telecommunications network, the College shall be notified ahead of time and such equipment and software is to be acceptable to the College as compatible with the integrated library system and the College telecommunications network. The College shall not be responsible for maintenance of CCRLS Member Library equipment but will configure and ensure the College network connectivity. CCRLS Member Library shall not connect or install any such equipment or software without the review and written approval of the College after at least 90 days prior to notice by CCRLS Member Library. The College may remove non-approved equipment from the network at the College's discretion. To facilitate this approval, it is recommended that CCRLS Member Library includes the College in the examination and selection process. The College cannot be responsible for making equipment and software work if this process is not followed. Any computer device connected to the College network must have approved anti-virus security software and a current, secure Operating System. CCRLS Member Library will not alter College network or workstation equipment within their building without communication or direction from the College;
 - xv) Provide library staff possessing minimum level of technical ability and skill, with available phone access, to provide an onsite interface with College technical staff; and
 - xvi) Notify College of any desired reductions to the number of CCRLS Member Library software licenses held through group software purchases, at least three months prior to renewal.
- b) Under this agreement College shall:
- i) Provide for the fiscal and administrative management of the CCRLS
 - (1) Maintain the following:
 - (a) The Chemeketa Cooperative Regional Library Advisory Council hereinafter referred to as the CCRLS Advisory Council, through which recommendations on policies of the Service can be expressed. The present membership of the CCRLS Advisory Council shall be updated as needed and sent electronically for inclusion to all Library Directors and posted on the College website; and
 - (b) An ongoing liaison with Polk, Yamhill, and Marion Library Association (PYM) (or their executive committee) through which recommendations on procedures and their implementation can be expressed.
 - (2) Provide operation and maintenance of the College integrated library system and related platforms, including:
 - (a) Maintain bibliographic, circulation, and borrower data in an integrated library system. Design, applications, enhancements of, and major changes of operation to the integrated library system shall be subject to review by the PYM Technology Committee;
 - (b) Manage the College integrated library system under the terms of this agreement and other applicable agreements with vendors and participating library so that CCRLS Member Library has access to its bibliographic, circulation, and borrower records during library business hours and at other times as agreed upon between the CCRLS Member Library Director and the CCRLS Executive Director or their designee. The management responsibility for the integrated library system includes the obligation of College to monitor, evaluate, and create as needed entries for new materials and retrospective conversion of cataloging of old materials to maintain the highest quality bibliographic MARC database;
 - (c) Acquire and provide for effective maintenance and support of all essential present and future, central and remote integrated library system equipment at its own expense; and provide for secure installation and housing for integrated library system except such integrated library system equipment as is acquired by CCRLS Member Library for installation at its library, or as otherwise provided in Attachment A 1)a)xiv) of this agreement;
 - (d) Coordinate and assume cost for installation of telecommunications equipment and lines needed at CCRLS Member Library's central and branch libraries for use with integrated library system. Parties agree that College

does not control, and therefore cannot warrant, the telecommunication networks used to communicate data from a remote site, nor does this agreement cover maintenance of telecommunication lines;

- (e) Acquire and furnish to CCRLS Member Library, at College's direct cost, certain necessary supplies, and services, such as utilities, library cards, barcodes, patron notices, storage media, and other supplies except printer paper, cartridges and toner which may be required to provide the services of integrated library system to CCRLS Member Library;
- (f) Provide at CCRLS Member Library's request, specialized reports not regularly generated by integrated library system;
- (g) Coordinate all service, support, equipment purchases and maintenance necessary to the proper operation of integrated library system and enforce rules and standards for use of integrated library system by CCRLS Member Library. CCRLS Member Library shall enter, retrieve, modify, and delete data in and from integrated library system in accordance with those rules and standards;
- (h) Maintain agreements for hardware maintenance and software support with current provider of library automation service(s). The College shall provide reasonable approved maintenance and support for integrated library system hardware and software not provided by automation vendor. The College shall provide reasonable prior notice to CCRLS Member Library when system operation must be suspended for operational or maintenance requirements. The College shall exercise its best efforts to schedule such periods of suspension during hours when CCRLS Member Library's libraries are closed. Except for suspension of operation for necessary system maintenance or because security of the College integrated library system is compromised or damaged, College shall not "lock out" CCRLS Member Library terminals from integrated library system;
- (i) Provide, through the College, one or more dedicated telephone lines to serve the system, and related telecommunication equipment as provided in the agreement with the vendor for the integrated library system, and pay all related installation, acquisition, maintenance, and use cost;
- (j) Except for equipment and software purchased by CCRLS Member Library under Attachment A 1) a) xiv), all integrated library system hardware, software, and other capital equipment shall remain the property of College, and CCRLS Member Library shall have no claim thereto other than the right to use thereof under this agreement;
- (k) The College will provide ILL service through OCLC. CCRLS will serve as the 'Referral Center,' coordinating external loans and mediating borrowing requests from CCRLS Member Library staff. CCRLS Member Library will be responsible for shipping costs incurred through non-Orbis channels; the College will reimburse CCRLS Member Library for material lost and/or damaged in the ILL lending process; CCRLS Member Library will be responsible for material lost and/or damaged in the ILL borrowing process;
- (l) Contract for hosting maintenance and backup of the College integrated library system data. In the event of system malfunction or loss of data, the College shall promptly arrange for restoration of the most recently backed up data to the system once it is again functioning. No liability is assumed by the College if the integrated library system experiences down time or loss of data, which cannot be recovered;
- (m) Facilitate integrated library system training for CCRLS Member Library staff as deemed necessary. The College shall provide access to integrated library system user documentation for CCRLS Member Library's staff. All other training of CCRLS Member Library staff shall be the responsibility of CCRLS Member Library;
- (n) Provide for general maintenance and utilities to support the College integrated library system. This obligation includes janitorial service, maintenance painting as necessary, structural repairs, lighting and electrical system maintenance, and HVAC maintenance;
- (o) While providing computer network access to the College integrated library system, repair or replace as necessary any such items which are lost, physically damaged, or destroyed as a result of fire, theft, vandalism, or other sudden and unforeseen occurrence which would be a peril insurable under a standard form electronic data processing property insurance policy; provided that CCRLS Member Library shall have no obligation under this paragraph with the acts of vandals gaining access to the computer system, programs, or data tangible components of the system; and, provided further, that CCRLS Member Library shall not be liable under this agreement for any consequential damages incident to any loss covered under this section;

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

- (f) College shall be credited payments for unidentified charges, or for items, which College has previously reimbursed CCRLS Member Library;
- (g) College shall acknowledge responsibility only for the amount of any correction without penalty;
- (h) College shall, at all times during the term of this agreement, comply with Oregon Revised Statutes Chapter 295 and shall deposit any fines, fees, charges, or other payments collected pursuant to this agreement in an institution included in the Oregon State Treasurer's list of Qualified Depositories for Public Funds; and
- (i) College shall, at all times during the term of this agreement, be able to demonstrate that the integrated library system and that of any acquirer, third party provider or processor that is used in providing services pursuant to this agreement, comply with Payment Card Industry Data Security Standards.

2) Consideration

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



10698200 Exhibit 1
FY 2023–2024 Compensation Schedule (July 1, 2023 – June 30, 2024)

Non-Resident Library Service Fee to CCRLS Participating Entity Library by College

Library	Annual Amount	Quarterly Payment
Amity Public Library	\$7,935	\$1,983.75
Chemeketa Community College Library	\$2,294	\$573.50
Dallas Public Library	\$160,966	\$40,241.50
Dayton Library (Mary Gilkey City Library)	\$9,019	\$2,254.75
*Grand Ronde Tribal Library	\$0.00	\$0.00
Independence Public Library	\$60,554	\$15,138.50
Jefferson Public Library	\$34,769	\$8,692.25
Lyons Public Library	\$14,401	\$3,600.25
McMinnville Public Library	\$219,195	\$54,798.75
Monmouth Public Library	\$64,329	\$16,082.25
Mt. Angel Public Library	\$28,414	\$7,103.50
Newberg Public Library	\$107,738	\$26,934.50
Salem Public Library	\$689,303	\$172,325.75
Sheridan Public Library	\$14,293	\$3,573.25
Silver Falls Library District	\$115,603	\$28,900.75
Stayton Public Library	\$133,815	\$33,453.75
Willamina Public Library	\$12,274	\$3,068.50
Woodburn Public Library	\$95,469	\$23,867.25

***Grand Ronde live circ date was 6/8/2022**

Net Loan Payment to CCRLS PARTICIPATING ENTITY by College: The net loan payment rate for fiscal year 2023-2024 shall be \$1.50 per item.

Participation Payment to College (City of Newberg Only): The participation payment to College by the City of Newberg for fiscal year 2023-2024 shall be \$181,837.98.

Create a focused and actionable strategic plan for your small or rural local government.

The League of Oregon Cities, in partnership with Coraggio Group, is pleased to offer affordable access to a streamlined strategic planning process designed specifically for local governments with less than 20,000 residents.



How does the program work?

This is a virtual, cohort-based opportunity. Up to eight local government organizations or as few as three can sign up to create a cohort to go through the strategic planning process. Each local government team will be led by a strategic planning consultant from Coraggio Group who will work closely with your team to create your strategic plan. Mixed in will be opportunities to network virtually with other communities in the cohort and participate in large group discussions focused on best practices in strategic planning and implementation.

How long does the planning process take?

The strategic planning experience kicks off with a virtual (Zoom) 90-minute session to clarify how the planning process will unfold and how your team and best prepare. The development of your community's strategic plan will unfold over two half day (four hour) highly interactive virtual work sessions facilitated by two of Coraggio's strategic planning consultants. The final session will create space to discuss lessons learned, identify common priorities, and present implementation best practices.

What will the strategic plan for my community include?



The final plan will be a branded one-page document that provides a clear two-year strategic path forward for your community.

How much will this cost my organization?

The cost to each community would be \$10,000.

When will this program begin?

We will kick off the work in the Fall of 2024. Once we have at least three communities signed up, we'll be ready to schedule the planning sessions.

How do I sign up?

To apply for this cohort, please complete this [short survey](#). If you have any questions about the process you can email the League of Oregon Cities' Member Engagement Director, Lisa Trevino, at LTrevino@orcities.org



CITY MANAGER'S REPORT



Oregon

Tina Kotek, Governor

Department of Environmental Quality

Western Region Eugene Office

165 East 7th Avenue, Suite 100

Eugene, OR 97401

(541) 686-7838

FAX (541) 686-7551

TTY 711

April 3, 2024

Rochelle Roaden, City Manager
City of Dayton
416 Ferry Street
Dayton, Oregon 97114

RE: Inflow and Infiltration Report Approval
WQ – Dayton Wastewater Treatment Facility – Yamhill County
NPDES Permit No. 101742, DEQ WQ File No. 23458

Dear Rochelle Roaden:

DEQ has completed its review of the City of Dayton 2024 Inflow and Infiltration Study as required by formal enforcement action (FEA) WQ-M-WR-2022-082. Final documentation was received on March 20, 2024, and was signed by Luke Tabor, PE of Keller Associates. The study met the intent of the FEA and included smoke testing of the entire collection system, flow mapping during storm events, and a comparison of the system's I&I to EPA criteria. The study also included recommendations for eliminating inflow and reducing infiltration.

Conditional Approval

The study is approved provided the following conditions are satisfied:

1. Include a table translating the base sewage rate, inflow and infiltration into a per capita basis based upon the census data. This should be compared to EPA's criteria to determine the cost effectiveness of reducing inflow and infiltration.
2. As required by section IV.5.a of the FEA WQ-M-WR-2022-082, the City is required to implement the recommended changes including repairs associated with the smoke testing, and close circuit television review of the collection as outlined in section 1.7 of the study.

Recommendations

It is recommended that the city use a nationally recognized rating system for the televising of the treatment system and timely implement any necessary repairs to prevent increases in inflow and infiltration to the system.

Please address all submittals to my attention and contact me at BradleyEagleson@deq.oregon.gov or by phone at 971-258-6458 if you have any questions.

Sincerely,

Digitally signed
by Brad Eagleson
Date: 2024.04.03
14:34:20-07'00'

Bradley Eagleson, PE
Senior Environmental Engineer

cc: Engineering file, Salem Office, Western Region, DEQ
ec: Rochelle Roaden, Don Cutler, Jon Lindow
Luke Tabor, PE, Peter Olsen, PE, Denny Muchmore, PE
Brenda Kuiken, Ranei Nomura, Erin Saylor

Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
04/24	04/05/2024	1014	105	City of Dayton	REIMBURSE	1	700.700.910.41	.00	43,930.40
04/24	04/05/2024	1015	2014	Stellar J Corporation	PAY APP 9 -	1	700.700.910.41	.00	607,608.00
04/24	04/17/2024	29555	615	Schneider Water Services	14455	1	600.600.930.20	.00	15,291.00- V
04/24	04/01/2024	29557	2053	Lawson Corp	JO 2609.307	1	700.700.920.00	.00	381,920.90
04/24	04/05/2024	29558	246	American Leak Detection	00253838	1	300.300.720.00	.00	7,475.00
04/24	04/05/2024	29559	127	Baker & Taylor	2038156684	1	100.104.715.00	.00	20.97
04/24	04/05/2024	29560	151	Beery, Elsner & Hammond	Multiple	11	500.500.700.00	.00	264.00
04/24	04/05/2024	29561	2069	Brenda Vineyard	DEPOSIT RE	1	100.100.750.20	.00	200.00
04/24	04/05/2024	29562	1878	Brightside Electric & Lighting	Multiple	10	400.400.707.00	.00	7,425.00
04/24	04/05/2024	29563	125	Canon Solutions America	32257210	10	400.400.601.00	.00	471.04
04/24	04/05/2024	29564	255	Cascade Columbia	Multiple	2	300.300.616.00	.00	3,385.08
04/24	04/05/2024	29565	1922	Cintas Corp	Multiple	6	400.400.616.10	.00	238.64
04/24	04/05/2024	29566	105	City of Dayton	Multiple	1	100.103.619.00	.00	3,373.08
04/24	04/05/2024	29567	1865	Comcast Business	8778105130	1	400.400.705.30	.00	104.85
04/24	04/05/2024	29568	519	Comcast Cable - internet	8778105130	11	400.400.705.30	.00	179.84
04/24	04/05/2024	29569	323	Dayton FFA	EASTER 202	1	500.500.752.20	.00	800.00
04/24	04/05/2024	29570	339	Dayton School District	USE OF SC	1	500.500.752.60	.00	50.00
04/24	04/05/2024	29571	1683	Dayton Village HOA	STATEMENT	1	760.760.920.00	.00	7,020.00
04/24	04/05/2024	29572	1899	Dayton Volunteer Firefighters Ass	DONATION 2	1	500.500.752.20	.00	2,500.00
04/24	04/05/2024	29573	789	Edge Analytical	Multiple	1	300.300.751.00	.00	371.00
04/24	04/05/2024	29574	2066	Elaine Howard Consulting LLC	FEBRUARY	1	105.105.799.00	.00	5,856.26
04/24	04/05/2024	29575	543	Ferrellgas	1126494919	1	300.300.600.10	.00	836.85
04/24	04/05/2024	29576	353	Gormley Plumbing	25181-R	1	100.103.619.00	.00	153.05
04/24	04/05/2024	29577	134	Iron Mountain Records Mgmt	JHYX442	10	400.400.601.00	.00	135.82
04/24	04/05/2024	29578	2070	Kenneth & Theresa Flanery	DEPOSIT RE	2	400.400.750.00	.00	23.81
04/24	04/05/2024	29579	2068	Linda Newman	DEPOSIT RE	1	100.100.750.20	.00	350.00
04/24	04/05/2024	29580	139	Lowe's	Multiple	1	100.100.904.40	.00	4,494.04
04/24	04/05/2024	29581	121	McMinnville Water & Light	67508 424	1	300.300.600.00	.00	400.92
04/24	04/05/2024	29582	124	Mid-Willamette Valley COG	3119	1	100.105.705.20	.00	2,206.94
04/24	04/05/2024	29583	1933	Mobile Modular	245649	4	100.103.601.00	.00	904.90
04/24	04/05/2024	29584	621	Portland Engineering, Inc	12327	3	400.400.705.10	.00	90.00
04/24	04/05/2024	29585	988	Powell Banz Valuation LLC	P241133	1	300.300.705.00	.00	3,100.00
04/24	04/05/2024	29586	106	Recology Western Oregon	23664279	2	200.200.603.00	.00	336.81
04/24	04/05/2024	29587	1773	Ricci Haworth	03202024 EX	1	101.101.611.00	.00	32.16
04/24	04/05/2024	29588	2059	Scarlet Communications	0124	1	105.105.710.00	.00	2,754.80
04/24	04/05/2024	29589	615	Schneider Water Services	14492	1	300.301.614.00	.00	3,195.00
04/24	04/05/2024	29590	680	State of Oregon	SHIRLEY - N	1	100.100.706.00	.00	40.00
04/24	04/05/2024	29591	2014	Stellar J Corporation	PARTIAL PA	1	600.600.920.35	.00	10,500.00
04/24	04/05/2024	29592	1974	Stephen Sagmiller	00013	7	400.400.750.00	.00	2,515.00
04/24	04/05/2024	29593	2067	Trask Mtn Lock & Key	4121	1	100.100.799.00	.00	75.00
04/24	04/05/2024	29594	805	Twin Towers, LLC	DEPOSIT RE	2	400.400.750.00	.00	150.00
04/24	04/05/2024	29595	937	United Site Services	INV-4388725	1	100.103.619.00	.00	728.66
04/24	04/05/2024	29596	112	Wilco	Multiple	1	780.780.920.40	.00	1,231.16
04/24	04/05/2024	29597	114	Yamhill County Sheriff	APR 2024	1	101.101.705.10	.00	15,878.95
04/24	04/05/2024	29598	115	Yamhill County Sheriff	MARCH 202	1	101.101.700.35	.00	85.00
04/24	04/05/2024	29599	117	YCOM	5023006	1	101.101.770.00	.00	2,388.50
04/24	04/17/2024	29600	615	Schneider Water Services	14455	1	600.600.930.20	.00	15,291.00
04/24	04/22/2024	29601	614	Ziplyfiber	5038643542	1	100.100.707.30	.00	228.72
04/24	04/22/2024	29602	329	Alexonet Inc	2790	11	105.105.705.30	.00	3,574.99
04/24	04/22/2024	29603	2072	Alina Perez	DEPOSIT RE	1	100.100.750.20	.00	300.00
04/24	04/22/2024	29604	127	Baker & Taylor	Multiple	1	100.104.715.00	.00	38.24
04/24	04/22/2024	29605	1064	Botten's Equipment Rental	112877-2	1	100.103.619.00	.00	288.00
04/24	04/22/2024	29606	125	Canon Solutions America	32425375	10	400.400.601.00	.00	361.30

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
04/24	04/22/2024	29607	255	Cascade Columbia	Multiple	2	300.300.616.00	.00	4,419.16
04/24	04/22/2024	29608	1978	CFM Advocates	28057	2	400.400.705.00	.00	4,300.00
04/24	04/22/2024	29609	1922	Cintas Corp	Multiple	6	400.400.616.10	.00	238.64
04/24	04/22/2024	29610	2001	Dave Rucklos	EXP REPOR	11	400.400.707.00	.00	156.28
04/24	04/22/2024	29611	2071	Dewey Kiefer & Shelly Peterson	DEPOSIT RE	2	400.400.750.00	.00	76.38
04/24	04/22/2024	29612	231	DOWL	2647.80185.	2	600.600.920.35	.00	47,479.65
04/24	04/22/2024	29613	789	Edge Analytical	Multiple	1	300.300.751.00	.00	413.00
04/24	04/22/2024	29614	2066	Elaine Howard Consulting LLC	MARCH 202	1	105.105.799.00	.00	3,065.50
04/24	04/22/2024	29615	1247	ezTask.com, Inc.	07911662	10	400.400.705.30	.00	1,707.75
04/24	04/22/2024	29616	543	Ferrellgas	1126550494	1	100.104.600.10	.00	70.67
04/24	04/22/2024	29617	2073	Ghost Village Films, LLC	1026	1	105.105.710.00	.00	2,250.00
04/24	04/22/2024	29618	167	GSI Water Solutions, Inc	0106.019-1-	1	300.300.705.00	.00	750.62
04/24	04/22/2024	29619	321	Industrial Welding Supply, Inc	376410	6	400.400.617.00	.00	60.00
04/24	04/22/2024	29620	107	League of Oregon Cities	Multiple	1	500.500.611.00	.00	395.00
04/24	04/22/2024	29621	1572	McMinnville Commercial Cleaners	Multiple	1	100.100.707.30	.00	1,000.00
04/24	04/22/2024	29622	109	News Register	146983	11	400.400.700.10	.00	206.82
04/24	04/22/2024	29623	312	OCCMA	Multiple	12	400.400.706.00	.00	200.00
04/24	04/22/2024	29624	103	PGE	24183	1	700.700.920.00	.00	30,645.08
04/24	04/22/2024	29625	621	Portland Engineering, Inc	12359	1	600.600.920.20	.00	52,204.45
04/24	04/22/2024	29626	988	Powell Banz Valuation LLC	P241134	1	300.300.705.00	.00	1,800.00
04/24	04/22/2024	29627	240	Print NW	23306	1	500.500.752.60	.00	987.00
04/24	04/22/2024	29628	2057	T-MOBILE	996517907M	1	100.104.903.00	.00	157.50
04/24	04/22/2024	29629	1001	Utility Service Co., Inc	601599	1	600.600.930.60	.00	7,050.44
04/24	04/22/2024	29630	154	Westech Engineering, Inc	Multiple	14	400.400.705.20	.00	24,177.83
04/24	04/22/2024	29631	1948	Wilson's Carpet One Floor & Hom	4155	1	760.760.930.30	.00	7,326.09
04/24	04/22/2024	29632	614	Ziplyfiber	5038648422	1	300.300.602.00	.00	134.34
04/24	04/22/2024	29633	1773	Ricci Haworth	EXPENSES	1	101.101.611.00	.00	271.63
04/24	04/22/2024	29634	621	Portland Engineering, Inc	12227 A	3	400.400.705.10	.00	90.00
04/24	04/22/2024	29635	2048	Hilton Plumbing & Mechanical LL	1956	1	100.100.904.40	.00	1,108.75
04/24	04/22/2024	29636	151	Beery, Elsner & Hammond	Multiple	1	101.101.700.00	.00	1,386.00
04/24	04/22/2024	29637	1194	Rochelle Roaden	LOC BOARD	11	400.400.611.00	.00	349.74
04/24	04/23/2024	29638	167	GSI Water Solutions, Inc	00107.027-1	1	300.300.705.00	.00	1,434.18
04/24	04/30/2024	29639	1936	John Lindow	BACKFLOW	1	300.300.799.00	.00	250.00
04/24	04/30/2024	202404100	190	AFLAC	806684	1	100.000.220.00	.00	180.43
04/24	04/30/2024	202404101	189	CIS Trust	MAY 2024	24	400.400.594.00	.00	15,367.56
04/24	04/30/2024	202404102	193	DMV	L005435293	1	101.101.705.00	.00	1.05
04/24	04/30/2024	202404103	256	Oregon Dept of Revenue	PR 0430202	1	100.000.212.00	.00	5,204.28
04/24	04/30/2024	202404104	103	PGE	Multiple	1	100.103.600.00	.00	10,343.04
04/24	04/30/2024	202404105	1006	US Bank	Multiple	25	400.400.601.00	.00	11,786.05
Grand Totals:								.00	1,369,637.59

Code Enforcement Violation Counts
For Date Period From 04/01/2024 Through 05/31/2024

Violation	Count
Animal Offenses	4
Barking Dogs	3
Prohibited Parking in Public Right-of-Ways	2
Noise	1
Junk	1
Tall Grass and Weeds	1
Storing RV's, Trailers, Boats and Trucks in Residential Zones	1
Total	13

Monthly Code Enforcement Report with Historical Comparisons

May 1 Through May 31, 2024
Report generated on May 23, 2024

All Officers

Code Violation Topic	May 2024		May 2023		CY 2024		CY 2023	
	O	C	O	C	O	C	O	C
Animals	3	2	0	0	4	2	0	0
Barking Dogs	0	1	0	0	3	3	0	0
Inoperable Vehicles	1	0	0	0	1	0	0	0
Junk	0	0	0	0	1	0	0	0
Noise	0	0	0	0	1	1	0	0
Parking in Public Right-of-Ways	0	0	0	0	2	2	0	0
Property Management	1	1	0	0	2	1	0	0
Tall Grass and Weeds	1	1	0	0	1	1	0	0
Totals	6	5	0	0	15	10	0	0

TO: Mayor Frank and City Council Members

THROUGH: Rochelle Roaden, City Manager

FROM: Don Cutler, Public Works Supervisor

SUBJECT: Public Works Activity Report for May 2024

DATE: May 28, 2024

<p>Water:</p> <p>Regulatory Samples - Bi-Weekly Treatment Plant Maintenance Daily Rounds Work Orders Locates Meter Reading Turn-Ons/Turn-Offs Water Production Reports - Dayton and Lafayette Water Reports to State - Annual and Monthly Emergency Shut-Offs - Various Chlorine Feeds - Daily Check Chlorine Generator Maintenance Springs Grounds Maintenance Numerous I Ready's for leak checks Oversaw new water taps and hook ups Performed Well rehab and cleaning of Dayton Wells</p>	<p>Wastewater:</p> <p>Regulatory Samples - Bi-Weekly Daily Rounds Operation of Lift Stations - Daily Check Locates DMR to DEQ Receive Chemicals at Treatment Plant Lift Station Maintenance Maintenance at (Sewer) Lagoons Discharge from Lagoons Oversaw new Sewer Hookups Hwy 221 lift station project and inspections Scheduling lagoon 2-3 transfer pipe replacement</p>
<p>Parks:</p> <p>Garbage Removal - All Parks Park Restrooms - Daily Cleaning and Maintenance Regular Mowing of Parks Leaf Removal from the Parks and Cemetery Scheduling internet service for cameras at 11th street park</p>	<p>Storm Water:</p> <p>Locates Catch Basin - Cleaning Storm Drain Grates - Clear Debris and Leaves Street Sweeping - Grate Maintenance Located storm water line on Ash Rd Cleared Ash Rd Storm line Installed 220' of storm water line on Ash Rd</p>
<p>Facilities:</p> <p>Fire Extinguisher Checks Community Center Trash Removal Clean Community Center Parking Lot Grounds Maintenance at Community Center Performed quarterly safety inspections</p>	<p>Streets:</p> <p>Street Sweeping Ferry Street Trash Removal Move/Charge Mobile Speed Sign Scheduled to have ADA ramp fixed at 8th&Ferry</p>

City of Dayton

Thank you for
being a part of
our first ever Easter
Scavenger hunt!

Love Ted & I,

~~Josh & Josh~~

3 Dayton Christian
Church

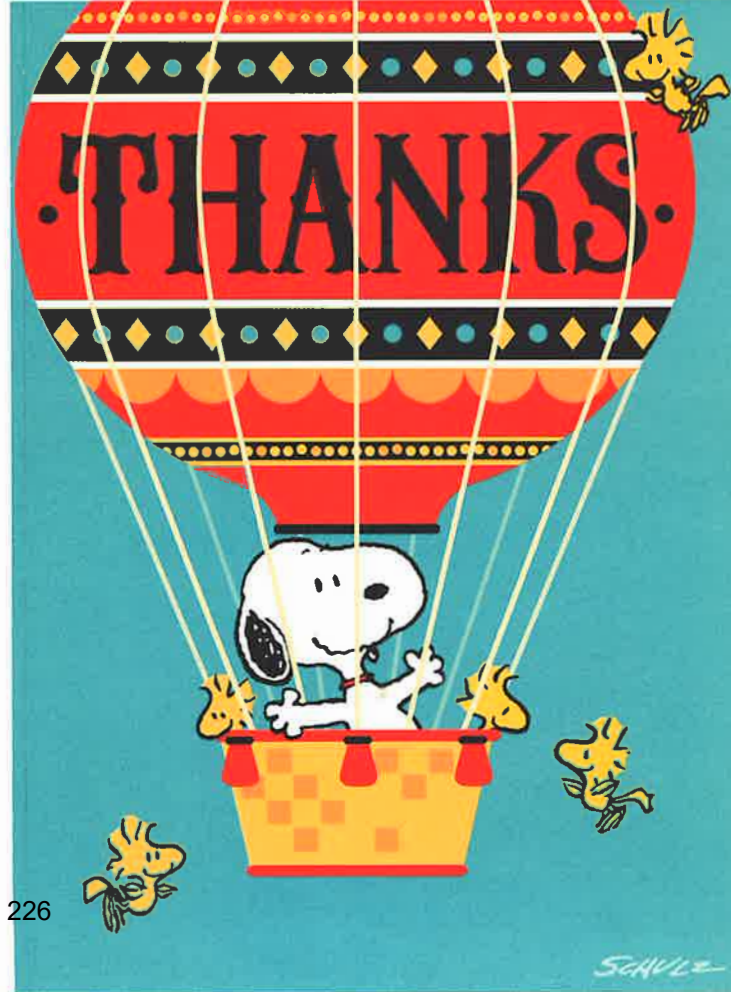
Hallmark

PEANUTS

© 2022 Peanuts Worldwide LLC

MADE WITH PAPER FROM
WELL-MANAGED FORESTS

MADE IN VIETNAM



226

SCHULZ

Dear City of Dayton,

Thank you for coming to
our 3rd grade classroom.
my favorite part was
Tom The fish and lephing
about Pollution and Trash and
Gifts Thank you for coming
to our classroom
Your friend
Jaxin



Dear city of Dayton,
Thank you for coming to
3rd grade call rooms. My
favorite part was the
costume! I also learned that
pollution can make fish sick.
Thank you for coming to
our classroom

228



your friend, Max B.

dear city of Dayton,
 thank you for coming to
 our 3rd Grade class room
 My favorite part was the
 fish costume and the
 show. I also learned about
 pollution in water. THANK YOU
 for coming to our class - your
 friend
 Hunk



Dear City of Dayton,
thank coming to our
school. My favorite par
was ~~Wissam~~ ^{trout} and his

Fish costume and the class
show. I also learned about
Pollution. Pollution is plas
thank you for coming to our

School

Your Friend

Kaiden



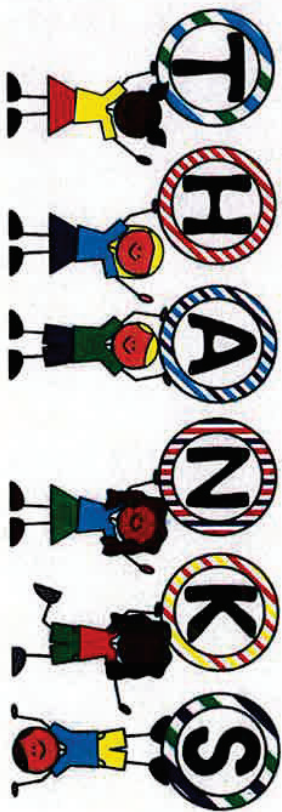
Dear City of Dayton,

Thank you for coming to
our class room. My favorite
part was when you gave us the
snack and the fish stuff. I
learned that if your car leaks
gas it can get into the oshon

Thank you for coming to our
class.

Your friend,

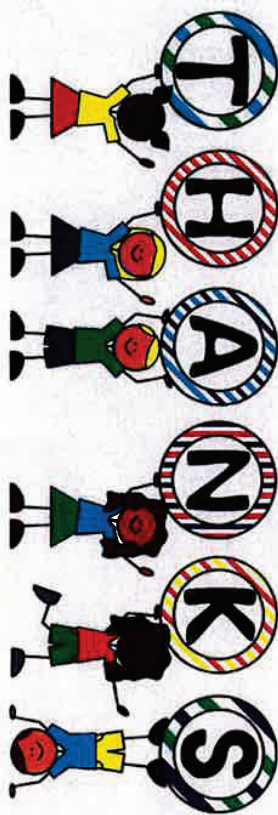
Hannah



Dear City of Dayton,

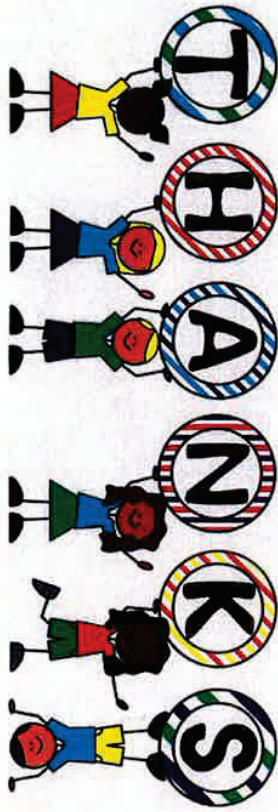
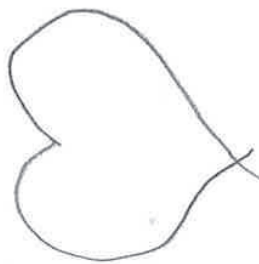
Thank you for coming to both 3rd grade classrooms. My favorite part was about how to prevent pollution in our watershed and the costume guy named Tony. I also learned that pollution can make fish sick. Thank you for coming to our classroom.

You're Friend,
Duke



Dear city of Dayton,

Thank You for coming to
3rd grade class room, Mi favorite
part was learning about how to
prevent pollution in our water
I also love your costume! Thank you
for coming to class room.
Your friend Julissa



Dear City of Dexton,
 Thank you for coming to
 our 3rd grade class. My favorite
 part was when you came
 and the staff fish. My
 favorite part was when
 learning about how to pre-
 vent pollution in our watershed. I
 also learned that pollution can
 make fish sick. Thank you for coming
 to our classroom.

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You, friend
 Sofia ☺

