

AGENDA
CITY OF DAYTON
CITY COUNCIL MEETING
SPECIAL/ EXECUTIVE SESSION

DATE: MONDAY, JUNE 16, 2025
TIME: 6:45PM
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 YouTube: <https://youtube.com/live/wjLTz9tK0io?feature=share>

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	
	1. May 5, 2025, Regular Session Minutes	1-5
	2. June 2, 2025, Regular Session Minutes	6-11
E.	PUBLIC HEARING	
	1. <i>The City Council will hold a public hearing to obtain citizen input on the budget for the Fiscal Year (FY) beginning July 1, 2025, as approved by the City of Dayton Budget Committee.</i>	
	2. <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 2025/2026 Budget.</i>	
	a) State alcohol taxes - \$50,000	
	b) State cigarette taxes - \$1,700	
	c) State marijuana taxes - \$5,000	
	d) State revenue sharing - \$27,106	
F.	ACTION ITEMS	
	1. Approval of Resolution 24/25-17 Correcting Resolution No. 23/24-21, "Adopting the Budget for the Fiscal Year 2024/2025," Due to a Clerical Error in Budget Tables.	13-22

2. Approval of Resolution 24/25-18 Authorizing Year End Transfer of Funds in the FY 2025/2026 Budget.	23-24
3. Approval of Resolution 24/25-19 Adopting the City of Dayton Budget for the Fiscal Year 2025/2026; Making Appropriations; and Categorizing and Levying Ad Valorem Taxes.	25-41
4. Approval of Resolution 24/25-20 Declaring the City of Dayton's Election to Receive State Revenues for Fiscal Year 2025/2026.	43
5. Approval of Resolution 24/25-21 Approving an Intergovernmental Agreement between Yamhill County and the City of Dayton for Police Services for Fiscal Year 2025/2026.	45-53
6. Approval of Resolution 24/25-22 Approving an Intergovernmental Agreement with the Mid-Willamette Valley Council of Governments, July 1, 2025, through June 30, 2026.	55-85
7. Approval of Resolution 24/25-23 Authorizing the City Manager to Enter into a Loan Agreement with Twin Towers to Complete the HWY 221 Stormwater Drain Line Replacement.	87-100
8. Approval of CIS quote for Property/Liability Insurance for FY25/26.	101-108
9. Business Oregon Grant Application	109-122
10. Approval of a New Finance Director Job Description	123-126
11. Facilities Tour Discussion – Councilor Kitty Mackin	

G. CITY COUNCIL COMMENTS AND CONCERNS

H. INFORMATION REPORTS

1. Tourism and Economic Development
2. Public Works

I. CITY MANAGER'S REPORT

J. ADJOURN OF THE SPECIAL MEETING (EXECUTIVE SESSION TO FOLLOW)

EXECUTIVE SESSION

Executive sessions are closed to the public. Representatives of the news media and designated staff may attend executive sessions. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. No decision will be made in this executive session. The City Council will adjourn directly from the executive session and will not be returning to open session.

The executive session is being held pursuant to ORS 192.660(2)(f) – to consider information or records that are exempt by law from public inspection.

Posted: June 13, 2025
By: Rocio Vargas, City Recorder

NEXT MEETING
June 23, 2025, Special Session Meeting
July 21, 2025, Regular Session Meeting

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:

- a **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.
- b **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.
- c **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.)
- d **Appear virtually via Zoom** - send an email directly to the City Recorder, Rocio Vargas, prior to 5:00pm 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.

**MINUTES
DAYTON CITY COUNCIL
REGULAR SESSION
MAY 5, 2025**

PRESENT: Council President Drew Hildebrandt
Councilor Kitty Mackin
Councilor Jim Maguire
Councilor Robin Pederson
Councilor Chris Teichroew
Council Luke Wildhaber

ABSENT: Mayor Annette Frank

STAFF: Jeremy Caudle, City Manager
Rocio Vargas, City Recorder
Dave Rucklos, Tourism & Economic Development Director
Don Cutler, Public Works Supervisor
Cyndi Park, Library Director
DeAnna Ball-Karb, Finance Director
Curt Fisher, City Planner

A. CALL TO ORDER & PLEDGE OF ALLEGIANCE

Council President Hildebrandt called the meeting to order at 6:31pm and all those present gave the Pledge of Allegiance.

B. ROLL CALL

Council President Hildebrandt noted that there was a quorum with Councilors Mackin, Maguire, Pederson, Teichroew, and Wildhaber present in person. Mayor Frank was excused for her absence.

C. APPEARANCE OF INTERESTED CITIZENS

Savanna Schmaltz, Dayton resident, presented information to Council on the Dayton Grade School Community Garden.

D. CONSENT AGENDA

1. April 7, 2025, Regular Session Minutes

Councilor Mackin inquired about the excused or unexcused absence of Councilor Wildhaber. It was determined that it was an unexcused absence.

**KITTY MACKIN MOVED TO APPROVE THE APRIL 7,
2025, REGULAR SESSION MINUTES AS AMENDED.**

SECONDED BY CHRIS TEICHROEW. Motion carried with Hildebrandt, Mackin, Maguire, Pederson, Teichroew and Wildhaber voting aye. Mayor Frank was absent.

E. PUBLIC HEARING

1. LA 2025-01 Development Code Amendment Section 7.2.113 - FEMA Model Code Update for NFIP - ESA Integration

Council President Hildebrandt opened the public hearing at 6:40pm.

Curt Fisher, City Planner presented the staff report.

No public comment.

Council President Hildebrandt closed the public hearing at 6:46pm

JIM MAGUIRE MOVED TO ADOPT THE STAFF REPORT AND RECOMMEND THE CITY COUNCIL APPROVE THE AMENDMENTS. SECONDED BY ROBIN PEDERSON.

Motion carried with Hildebrandt, Mackin, Maguire, Pederson, Teichroew and Wildhaber voting aye. Mayor Frank was absent.

F. ACTION ITEMS

1. First Reading of Ordinance 666 Amending Section 7.2.113 - Floodplain Overlay District (FPO) of Title 7 DLUDC of the Dayton Municipal Code

Councilor Mackin performed the first reading of Ordinance 666 by title only.

JIM MAGUIRE MOVED TO APPROVE THE FIRST READING OF ORDINANCE 666 BY TITLE ONLY.

SECONDED BY CHRIS TEICHROEW. Motion carried with Hildebrandt, Mackin, Maguire, Pederson, Teichroew and Wildhaber voting aye. Mayor Frank was absent.

2. Donation Request YRun Dayton

Sheryl Walsh, Dayton resident, presented the YRun event and the donation request for a refund to the School District for the use of Courthouse Square Park for a community 5K event.

ROBIN PEDERSON MOVED TO APPROVE THE DONATION REQUEST OF \$110 TO THE YRUN DAYTON 5K EVENT. SECONDED BY KITTY MACKIN. Motion carried with Hildebrandt, Mackin, Pederson, Teichroew and Wildhaber voting aye. Mayor Frank was absent. Councilor Maguire abstained.

3. Appointing Urban Renewal Budget Committee

Jeremy Caudle, City Manager, presented the list of the citizen URA budget committee members to be appointed. Stated that there would be an amendment to the list as one of the members had passed away.

JIM MAGUIRE MOVED TO APPOINT THE URA BUDGET COMMITTEE MEMBERS AS AMENDED. SECONDED BY CHRIS TEICHROEW. Motion carried with Hildebrandt, Mackin, Maguire, Pederson, Teichroew and Wildhaber voting aye. Mayor Frank was absent.

4. Itemization of Debt and Payment on Utility Bills Discussion

Councilor Mackin presented her proposal to itemize the various charges on the utility bill. She stated that it would be a step towards transparency for the residents to understand what fees they are paying and what their actual usage and cost of water and sewer is.

Discussion continued.

Finance Director and staff will evaluate the possibility of itemizing bills with use rates and fees with the current accounting system.

G. COUNCILOR COMMENTS AND CONCERNS

Councilor Pederson complimented Chris Teichroew and the Community Events Committee for the Cinco de Mayo celebration in the park. She asked Don, Public Works Supervisor, about the City-Wide Clean-up.

Don Cutler, PW Supervisor, explained the City-Wide Clean-up Day.

Councilor Teichroew debriefed Council on the turnout of the Cinco de Mayo celebration and gave kudos to the National Honor Society volunteers.

Councilor Mackin debriefed Council on the LOC Conference. She stated that it is important to start working with on the local option levy to be able to sustain public safety services.

Councilor Maguire inquired about “hydrant use” on the billing and usage report and what the measuring unit is on the report.

Council President Hildebrandt inquired about the closed road signage by the softball field.

Don stated that the athletic director manages the signage, and the City provides the signs.

H. INFORMATION REPORTS

1. TED Director

Dave Rucklos, Tourism and Economic Director, updated council on the completion of various projects.

The ribbon cutting of the Utility Footbridge was successful.

The bandstand renovation at Courthouse Square Park is complete, next will be applying for a grant to add an ADA ramp.

The sign at HWY 18 was installed.

The Parks Master planning booth got good feedback at the Cinco de Mayo event. Dave congratulated Councilor Teichroew on the success of the Cinco de Mayo celebration.

2. Public Works Supervisor

Don Cutler, PW Supervisor, reported an incident on Neck Road where the fiber company drilled through a service line for a Dayton resident, the crew spent 6 hours on the repair.

There will be asphalt patching on all the areas where PW cut in to repair any leaks. The sidewalk panel in Marion Court will be completed as soon as the contractor has availability.

There was graffiti on the Utility Footbridge the day before the ribbon cutting that PW painted over.

There has been an increase in vandalism in the parks; a garbage can near the bandstand was exploded with a firecracker by minors at Courthouse Square Park.

Andrew Smith Park, on 11th Street, bathrooms have been vandalized, toilet painted, changing beds destroyed, windows painted and removed. The bathroom is now locked because the auto lock is not working.

Wastewater discharging deadlines have been met and the ponds are currently at base levels, ready for the holding period.

The City- Wide Clean-up day is Saturday, May 17 from 8am-12pm.

Water leak detection is scheduled for the first week of June, PW and the detection company will be around town checking water meters and lines.

Councilor Mackin requested notice of the leak detection for all residents, so they are aware and don't freak out.

Don stated that there will be a public works crew member with the leak detection company personnel.

Councilor Maguire inquired if the fiber company will pay for the repairs on the damage they caused.

Jeremy Caudle, City Manager, confirmed.

Council President Hildebrandt inquired if the Sheriff's Department was involved in the vandalism cases.

Jeremy stated that there is video of the firecracker and the Sheriff's Officer is aware.

I. CITY MANAGER REPORT

Jeremy stated all department heads were part of planning Cinco de Mayo and gave a shout-out to all the Community Events members, volunteers, and Chris Teichroew for the organization of the event.

J. ADJOURN

There being no further business to discuss the regular session meeting adjourned at 7:21pm.

Respectfully submitted:

By:

Rocio Vargas, City Recorder

APPROVED BY COUNCIL on **June 16, 2025**

☐ As Written

☐ As Amended

Annette Frank, Mayor

**MINUTES
DAYTON CITY COUNCIL
REGULAR SESSION MEETING
June 2, 2025**

PRESENT: Mayor Annette Frank
Council President Drew Hildebrandt
Councilor Kitty Mackin
Councilor Robin Pederson
Councilor Chris Teichroew, via Zoom

ABSENT: Councilor Jim Maguire
Councilor Luke Wildhaber

STAFF: Jeremy Caudle, City Manager
Rocio Vargas, City Recorder
Dave Rucklos, Tourism & Economic Development Director
Don Cutler, Public Works Supervisor

A. CALL TO ORDER & PLEDGE OF ALLEGIANCE

Mayor Frank called the meeting to order at 6:31pm and all those present gave the Pledge of Allegiance.

B. ROLL CALL

Mayor Frank noted there was a quorum with Councilors Hildebrandt, Mackin, and Pederson present in person, Councilor Teichroew present via zoom. Councilor Maguire absence is excused. Councilor Wildhaber is absent.

C. APPEARANCE OF INTERESTED CITIZENS

Judy Gerrard, Dayton resident, member of DCDA thanked City Council for the collaboration between DCDA and the City. Stated that she wanted to correct the public record for the use of the \$2,500 – it was for the DCDA administration costs, not for the newsletter. Gave historical context to the collaboration of the City of Dayton with the DCDA and offered to be a resource for historical information.

City Council agreed to change the order of the agenda.

D. ACTION ITEMS

1. Recology Annual Report

Dan Blue and Nick Olheiser from Recology gave the annual report presentation.

There was a discussion of the rate change based on the CPI and when it goes into effect. According to the franchise agreement - because of the rate change being below 3% there is no Council action required; it automatically goes into effect July 1 of the present year.

2. Homeward Bound Pets Spay/Neuter Clinic Presentation

Jennifer Choate, DVM, of Homeward Bound Pets updated the City Council on the new facility that is going to be built, stated that it is a larger facility. The new facility will be able to accommodate more animals and two veterinarians. The clinic continues to serve Dayton residents.

3. Dayton Grade School Community Garden Presentation

Savannah Schmaltz gave City Council an update on the Dayton Grade School Community Garden donations to date and the plans moving forward for the summertime.

4. Second Reading of Ordinance 666 Amending Section 7.2.113 Floodplain Overlay

Council President Hildebrandt preformed the second reading of Ordinance 666 by title only.

KITTY MACKIN MOVED TO APPROVE THE SECOND READING OF ORDINANCE 666 BY TITLE ONLY. SECONDED BY ROBIN PEDERSON. Motion carried with Frank, Hildebrandt, Mackin, Pederson, and Teichroew voting aye. Councilors Maguire and Wildhaber were absent.

KITTY MACKIN MOVED TO ADOPT ORDINANCE 666 BASED ON THE FINDINGS AND RECOMMENDATIONS SET FORTH IN THE MAY 5, 2025, STAFF REPORT FOR LA 2025-01. SECONDED BY DREW HILDEBRANDT. Motion carried with Frank, Hildebrandt, Mackin, Pederson, and Teichroew voting aye. Councilors Maguire and Wildhaber were absent.

5. Appoint Budget Committee Member

ROBIN PEDERSON MOVED TO APPOINT STEVEN HESSELING TO THE CITY OF DAYTON BUDGET COMMITTEE FOR THE TERM ENDING DECEMBER 31, 2028. SECONDED BY KITTY MACKIN. Motion carried with Frank, Hildebrandt, Mackin, Pederson, and Teichroew voting aye. Councilors Maguire and Wildhaber were absent.

6. Approval of Resolution 24/25-13 CCRLS IGA Amendment #2

KITTY MACKIN MOVED TO APPROVE RESOLUTION 24/25-13, A RESOLUTION APPROVING AMENDMENT #2 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN CHEMEKETA COMMUNITY COLLEGE AND THE CITY OF DAYTON FOR THE CHEMEKETA COOPERATIVE REGIONAL LIBRARY SERVICE (CCRLS). SECONDED BY ROBIN PEDERSON. Motion carried with Frank, Hildebrandt, Mackin, Pederson, and Teichroew voting aye. Councilors Maguire and Wildhaber were absent.

7. Approval of Resolution 24/25-14 Declaring Certain Property as Surplus & Authorizing its Disposition

There was a discussion of the disposition of the property, and it was suggested that the cell phones be donated to a shelter.

DREW HILDEBRANDT MOVED TO APPROVE RESOLUTION 24/25-14 A RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING ITS DISPOSITION. Motion carried with Frank, Hildebrandt, Mackin, Pederson, and Teichroew voting aye. Councilors Maguire and Wildhaber were absent.

8. Approval of Resolution 24/25-15 Adopting Council Rules Update

DREW HILDEBRANDT MOVED TO APPROVE RESOLUTION 24/25-15 ADOPTING CITY COUNCIL RULES AMENDMENT #9 TO RESOLUTION 04/05-31, A RESOLUTION ADOPTING CITY COUNCIL RULES. SECONDED BY CHRIS TEICHROEW. Motion carried with Frank, Hildebrandt, Mackin, Pederson, and Teichroew voting aye. Councilors Maguire and Wildhaber were absent.

9. Approval of Resolution 24/25-16 Adopting City Council Strategic Goals

DREW HILDEBRANDT MOVED TO APPROVE RESOLUTION 24/25-16 ADOPTING CITY OF DAYTON 2025/2026 CITY COUNCIL STRATEGIC GOALS.

SECONDED BY KITTY MACKIN. Motion carried with Frank, Hildebrandt, Mackin, Pederson, and Teichroew voting aye. Councilors Maguire and Wildhaber were absent.

10. City Manager Performance Evaluation Discussion

Jeremy stated that according to his contract there is an option for a 6-month evaluation, if not it will be required at 12 months. Councilors Hildebrandt and Pederson volunteered to work with Jeremy on an evaluation instrument.

DREW HILDEBRANDT MOVED TO APPROVE THE CITY MANAGER'S RECOMMENDED 6-MONTH EVALUATION PROCESS AND TIMELINE AND TO APPOINT COUNCILORS HILDEBRANDT AND PEDERSON TO DEVELOP AN EVALUATION INSTRUMENT IN COLLABORATION WITH THE CITY MANAGER FOR CITY COUNCIL APPROVAL. Motion carried with Frank, Hildebrandt, Mackin, Pederson, and Teichroew voting aye. Councilors Maguire and Wildhaber were absent.

E. CITY COUNCIL COMMENTS AND CONCERNS

Councilor Mackin stated that the webpage still has the Fireworks Committee page and needs to be updated. She requested a water report with the units instead of the dollar amount.

Council President Hildebrandt stated that he is looking forward to Councilor Teichroew's report on the YRun 5K. He inquired about the Code Enforcement report and asked for more detailed report including reported incidents, open vs closed, and why there are cases not closed. He inquired about the water plan for the summer and stated that it would be good to inform the community as soon as possible.

Councilor Pederson inquired about City Council providing snacks for the staff on meeting days after the latest OGEC Opinion.

Jeremy stated that as community members that could be ok, and the City could provide a budget for this purpose, but a policy would have to be established.

Discussion continued.

Councilor Teichroew stated that the YRun 5K was run by Savannah and Sheryl and it was a great event.

There was a discussion about the Community Events Committee moving forward with the budget change and is planning to fundraise for the events.

Mayor Frank reminded the City Council about the 4th of July event and the National Night Out event and asked them to participate. She stated that mid-September she will be out of the state for a work conference.

F. INFORMATION REPORTS

1. Tourism and Economic Development Director

Dave Rucklos, TED Director showed City Council another sign that was made at the same time as the sign that is now on HWY18. He stated that the plan is to put the smaller additional signs up in the other entrances to Dayton.

There will be a "Discover Dayton" presentation to the DCDA on Tuesday, June 3, 2025.

A "Discover Dayton" presentation to local wineries in the Dayton area will be held at The Inn at Dayton Courtyard on June 12, 2025.

City Council will receive the annual update and the "Discover Dayton" presentation as well at the August 4, 2025, Council meeting.

The Travel Oregon Competitive grant decision will be announced on June 17, 2025, the City applied for the ADA ramp on the bandstand.

Dave stated that there were some requests that fell through from the budget this year, but he will try to find grants to cover for things like shade for the Courthouse Square Park playground, picnic area at the Andrew Smith Park, and paint at the community center.

2. Public Works Supervisor

Don Cutler, Public Works Supervisor, updated Council on the leak detection that had started Monday and should be completed by the end of the week.

Annual backflow testing is completed, and there will be a report soon.

City Wide Clean-up was not as busy as other years but still successful.

TMDL team went to the Dayton Grade School and gave the Tommy the Trout presentation to the 3rd grade class.

Friday Nights staffing will be rotating on call public works team members.

Don attended the Regional Water meeting and updated Council on the current efforts to obtain an engineering firm through the RFP process to start the regionalization of a water system.

Don and Dave met with the Fireworks show organizers, the Fire Chief and other interested parties to prepare for the 4th of July fireworks show.

G. CITY MANAGER'S REPORT

Jeremy Caudle, City Manager, thanked staff that worked the clean-up day as well as the volunteers from the community.

Jeremy stated that he will be meeting with Business Oregon and Regional Solutions to find funding sources to bring Fisher Farms wells online.

The Financial Statement Audit is complete, and it was uploaded to the Secretary of State Audit division after extending the deadline for several months.

The CPA firm that was contracted to help complete the audit is done, but there is funding to bring them back in an as needed basis.

Working with the City Attorney on the Ordinances for public safety fee and stormwater fee. There may be differences between what was proposed in the budget message and will be presented to Council for feedback.

Jeremy submitted written testimony to the Capital Funding Bill.

Business Oregon has disbursed the entire loan for the HWY 221 Pump Station.

Jeremy has met with Lafayette, McMinnville Water and Light and engineers on the water tiein.

Planning and permit billings are being sent out to recover pending expenses that application fees did not cover the cost for the services of the City Planner or City Engineer.

H. ADJOURN

There being no further business to discuss the meeting adjourned 7:50pm.

Respectfully submitted:

By:

Rocio Vargas, City Recorder

APPROVED BY COUNCIL on **June 16, 2025**

☐ As Written

☐ As Amended

Annette Frank, Mayor

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To: Honorable Mayor and City Councilors

From: Jeremy Caudle, City Manager

Issue: Correction of FY 24/25 budget resolution due to a clerical error

Date: June 16, 2025

Background and Information: See the recitals section of the attached resolution for background.

City Manager Recommendation: Approve the resolution as presented.

Potential Motion: "I move to approve Resolution No. 24/25-17, "A Resolution Correcting Resolution No. 23/24-21, 'Adopting the Budget for the Fiscal Year 2024/2025,' Due to a Clerical Error in Budget Tables."

Council Options:

N/A

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RESOLUTION No. 24/25-17
City of Dayton, Oregon

A Resolution Correcting Resolution No. 23/24-21, "Adopting the Budget for the Fiscal Year 2024/2025," Due to a Clerical Error in Budget Tables

RECITALS:

In June 2023, the City Council adopted Resolution No. 23/24-21, titled "A Resolution adopting the City of Dayton Budget for the Fiscal Year 2024/2025; Making Appropriations; and Categorizing and Levying Ad Valorem Taxes." During a period of leadership transition—including changes in the positions of Mayor, City Manager, and City Accountant—the resolution was approved with a clerical error: the budget tables included were copied from the prior year's (FY 2023/2024) resolution.

The correct budget for FY 2024/2025 was properly prepared, publicly noticed as required under ORS 294, approved by the Budget Committee on May 20, 2024, and filed as part of the official budget document. Upon discovering the error in May 2025, City staff consulted with the Oregon Department of Revenue, who advised that the error be corrected by adopting a resolution documenting the mistake and inserting the correct budget tables.

To ensure the official record accurately reflects the budget adopted for FY 2024/2025, the City Council is now taking formal action to correct the resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dayton as follows:

Section 1. Resolution No. 23/24-21 is hereby corrected to replace the first resolved clause with the following:

BE IT RESOLVED that the City Council of the City of Dayton, Oregon, hereby adopts the Fiscal Year 2024/2025 Budget, as approved by the Budget Committee on May 20, 2024, in the total amount of \$9,877,207, of which \$508,295 is unappropriated or reserved. Copies of said budget are available for public inspection at City Hall, 416 Ferry Street, Dayton, Oregon, and on the City's official website at www.daytonoregon.gov.

Section 2. Resolution No. 23/24-21 is further corrected to replace the second resolved clause with the following:

BE IT FURTHER RESOLVED that the amounts for the purpose of operating the City of Dayton for the Fiscal Year 2024/2025 are appropriated as set forth in the budget tables attached as Schedule A to correcting Resolution No. 24/25-17. These tables shall replace and supersede the tables originally included in or referenced by Resolution No. 23/24-21. For purposes of interpreting Resolution No. 23/24-21 as corrected, Schedule A to correcting Resolution No. 24/25-17 shall be read as if it had been properly attached to Resolution No. 23/24-21 at the time of its adoption.

Section 3. All other provisions of Resolution No. 23/24-21 not expressly amended or replaced herein shall remain in full force and effect.

Section 4. This resolution shall take effect immediately upon adoption.

ADOPTED by the City Council of Dayton, Oregon, on this 16th day of June 2025.

In Favor:

Opposed:

Absent:

Abstained:

Annette Frank, Mayor

Date Signed

ATTEST:

Rocio Vargas, City Recorder

Date of Enactment

Attachment: Schedule A

Schedule A

General Fund

Administration	291,199
Budgetary	0
Building Program	117,878
Contingency	0
Equity	0
Library	104,440
Parks	161,064
Planning and Development	75,224
Fund Total	749,805
Unappropriated	0

Local Option Tax Fund

Personnel	84,936
Materials and Services	266,535
Capital	500
Contingency	5,921
Fund Total	357,892
Unappropriated	0

Transient Lodging Tax Fund

Personnel	68,135
Materials and Services	150,140
Capital	5,000
Contingency	37,222
Transfer to General Fund	19,000
Transfer to State Revenue Sharing	5,000
Fund Total	284,497
Unappropriated	50,000

American Rescue Plan Fund

Transfer to Sewer Capital Fund	3,200
Fund Total	3,200
Unappropriated	0

Street Fund

Personnel	84,301
Materials and Services	139,450
Capital	16,000
Contingency	14,524
Transfer to Equipment Replacement Fund	10,000
Transfer to Building Reserve Fund	10,000
Transfer to Street Capital Fund	50,000
Fund Total	324,275
Unappropriated	0

Water Utility Fund

Personnel	512,943
Materials and Services	533,524
Capital	37,000
Contingency	24,634
Transfer to Equipment Replacement	30,000
Transfer to Water System Capital	100,000
Transfer to Debt Service Fund	210,000
Transfer to Building Reserve	10,000
Fund Total	1,458,101
Unappropriated	50,000

Sewer Fund

Personnel	352,088
Materials and Services	257,147
Capital	4,500
Contingency	47,758
Transfer to Sewer Reserve Fund	50,000
Transfer to Debt Service	125,380
Fund Total	836,873
Unappropriated	0

State Revenue Sharing Fund

Materials and Services	65,217
Capital	800
Fund Total	66,017

Water Utility Capital Fund

Materials and Services	0
Capital	525,000
Contingency	49,845
Fund Total	574,845

Sewer Utility Capital Fund

Materials and Services	0
Capital	3,159,775
Contingency	18,915
Fund Total	3,178,690
Unappropriated	30,000

Equipment Replacement Fund

Capital	60,000
Contingency	16,409
Fund Total	76,409

Building Reserve Fund

Capital	160,000
Contingency	247,726
Fund Total	407,726
Unappropriated	70,000

Street Reserve Fund

Materials and Services	0
Capital	425,000
Contingency	16,665
Fund Total	441,665
Unappropriated	50,000

Parks Reserve Fund

Materials and Services	60,000
Capital	41,000
Contingency	9,793
Fund Total	110,793

Debt Service Fund

Principal and Interest	498,124
Fund Total	498,124
Reserve for MPS FSTS USDA Loan	82,248
Reserve for Bridge DEQ Loan pmt	106,275
Unappropriated	69,772
Unappropriated and Reserved	258,295

Total Appropriations – All Funds	9,368,912
Unappropriated and Reserved – All Fund	508,295
Total FY 24/25 Budget	9,877,207

A public meeting of the Dayton City Council will be held on June 3, 2024 at 6:30 pm at Dayton City Hall Annex, 408 Ferry Street Dayton, Oregon in person and virtually via Zoom. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2024 as approved by the City of Dayton Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at Dayton City Hall between the hours of 8 a.m. and 5 p.m. or online at www.daytonoregon.gov. This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same as the preceding year. For questions regarding the budget, email the city at cityofdayton@daytonoregon.gov

Contact: Rocio Vargas

Telephone: 503-864-2221

Email: rvargas@daytonoregon.gov

FINANCIAL SUMMARY - RESOURCES			
TOTAL OF ALL FUNDS	Actual Amount 2022-2023	Adopted Budget This Year 2023-2024	Approved Budget Next Year 2024-2025
Beginning Fund Balance/Net Working Capital	5,150,934	4,962,009	2,467,477
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	2,034,065	2,029,833	2,114,021
Federal, State & all Other Grants, Gifts, Allocations & Donations	303,660	274,500	301,811
Revenue from Bonds and Other Debt	675,611	5,848,249	3,276,249
Interfund Transfers / Internal Service Reimbursements	1,361,796	1,514,255	623,200
All Other Resources Except Current Year Property Taxes	533,274	140,150	571,450
Current Year Property Taxes Estimated to be Received	523,723	510,000	528,000
Total Resources	10,583,063	15,278,996	9,882,208

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION			
Personnel Services	1,169,814	1,342,965	1,502,268
Materials and Services	1,377,637	1,672,673	1,733,279
Capital Outlay	1,769,539	9,404,351	4,509,075
Debt Service	243,211	342,666	474,499
Interfund Transfers	1,361,796	1,514,255	623,200
Contingencies	0	287,124	532,967
Special Payments	0	224,797	212,148
Unappropriated Ending Balance and Reserved for Future Expenditure	0	490,165	294,772
Total Requirements	5,921,997	15,278,996	9,882,208

FINANCIAL SUMMARY - REQUIREMENTS AND FULL-TIME EQUIVALENT EMPLOYEES (FTE) BY ORGANIZATIONAL UNIT OR PROGRAM *			
Name of Organizational Unit or Program FTE for that unit or program			
Administration	204,051	310,139	247,024
FTE	1.00	1.00	1.00
Parks	146,630	180,120	161,064
FTE	1.50	1.50	1.50
Library	112,874	158,285	104,440
FTE	1.00	1.50	1.50
Planning	125,206	94,449	75,224
FTE	0.30	0.30	0.30
Building	150,232	119,670	117,878
FTE	0.25	0.25	0.25
Local Option Tax Fund	383,678	341,818	357,892
FTE	0.75	0.75	0.75
Transient Lodging Tax Fund	463,292	373,973	334,497
FTE	0.01	0.01	0.01
Street Fund	425,404	363,742	324,275
FTE	0.50	0.50	0.50
Water Fund	998,029	1,385,614	1,226,087
FTE	2.50	2.50	2.50
Water Treatment Fund	186,846	246,740	282,014
FTE	1.00	2.00	2.00
Sewer Fund	796,401	905,127	836,873
FTE	2.00	2.00	2.00
Not Allocated to Organizational Unit or Program	1,929,354	10,799,319	5,814,940
FTE	0.00	0.00	
Total Requirements	5,921,997	15,278,996	9,882,208
Total FTE	11	12	12

STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING *

PROPERTY TAX LEVIES			
	Rate or Amount Imposed 2022-2023	Rate or Amount Imposed This Year 2023-2024	Rate or Amount Approved Next Year 2024-2025
Permanent Rate Levy (rate limit 1.7057 per \$1,000)	1.7057 per \$1,000	1.7057 per \$1,000	1.7057 per \$1,000
Local Option Levy	1.85 per \$1,000	1.85 per \$1,000	1.85 per \$1,000
Levy For General Obligation Bonds			

STATEMENT OF INDEBTEDNESS		
LONG TERM DEBT	Estimated Debt Outstanding on July 1.	Estimated Debt Authorized, But Not Incurred on July 1
General Obligation Bonds		
Other Bonds	\$1,945,904	
Other Borrowings	\$2,139,176	\$5,500,000
Total		

* If more space is needed to complete any section of this form, insert lines (rows) on this sheet. You may delete blank lines.

RESOLUTION No. 24/25-18
City of Dayton, Oregon

A Resolution Authorizing Year End Transfer of Funds in the FY 2025/2026 Budget.

WHEREAS, on June 16, 2024, the City Council adopted the FY 2024/25 budget, made appropriations, and levied taxes with adoption of Resolution No. 23/24-19; and

WHEREAS, said FY2024/25 budget included various transfers from one fund to another: and

WHEREAS, sufficient revenues were raised during FY2024/25 to fund all the transfers budgeted.

The City of Dayton resolves as follows:

- 1) THAT** it authorizes the transfer of funds as set forth in Schedule A (attached hereto and made a part hereof); and
- 2) THAT** this resolution will be effective immediately upon adoption by the City Council.

ADOPTED this 16th day of June 2025.

In Favor:

Opposed:

Absent:

Abstained:

Annette Frank, Mayor

Date Signed

ATTEST:

Rocio Vargas, City Recorder

Date of Enactment

Attachment: Schedule A

Schedule A

	FY 24/25 Adopted Budget	Amount to transfer	Explanation
Sewer	175,380	147,247	
400-400-850-000-Transfer to Sewer Reserve Fund	50,000	50,000	Budgeted transfer for utility bridge and other projects.
400-400-861-100-Transfer to Debt Service	125,380	82,247	Based on projected debt service requirements.
Street Fund	70,000	60,000	
200-200-840-000-Transfer to Equipment Replace	10,000	10,000	Cover vac truck repairs.
200-200-870-000-Transfer to Building Reserve	10,000	0	Not necessary.
200-200-875-000-Transfer to Street Capital	50,000	50,000	Scheduled transfer for pay-go financing.
Transient Lodging Tax	24,000	24,000	
105-105-840-100-Transfer to General Fund	19,000	19,000	70%/30% split. 30% transfer to governmental funds.
105-105-840-350-Transfer to State Shared Rev	5,000	5,000	70%/30% split. 30% transfer to governmental funds.
Water	350,000	280,965	
300-300-840-000-Transfer to Equipment Replacem	30,000	10,000	Cover vac truck repairs.
300-300-860-000-Transfer to Water System Capit	100,000	100,000	Budgeted transfer for utility bridge and other projects.
300-300-860-100-Transfer to Debt Service Fund	210,000	160,965	Based on projected debt service requirements.
Grand Total	619,380	512,212	



To: Mayor Frank and City Council
From: Jeremy Caudle
Re: Updates on adopted FY 25/26 budget
Date: 6/11/2025

MEMO

The purpose of this memo is to outline changes made to the budget between Budget Committee approval and the final adopted version. As noted in my budget message and discussed during the final Budget Committee meeting, I indicated that I would prepare updated year-end projections prior to final adoption of the budget. I have finalized these projections, incorporating the most current revenue and expenditure data available, as well as the implications of the supplemental budget under consideration.

Following these updates, the adopted FY 2025–26 budget has decreased by \$212,606—from \$8,372,500 to \$8,159,894. This reduction is primarily due to lower projected ending fund balances resulting from higher-than-anticipated FY 2024–25 expenditures.

One of the most significant changes relates to the General Fund. The budget initially approved by the Budget Committee projected a General Fund deficit of \$47,175, with an ending fund balance of \$110,912. My revised projections now estimate a deficit of \$142,155 and a lower ending fund balance of \$15,932. This change reflects a \$94,980 increase in the projected deficit, driven by year-end expenditures that are \$112,746 higher than previously estimated. While revenues were also higher—by \$17,766—the increase was not sufficient to offset the expenditure overruns.

Upon reviewing the data, the most notable drivers of this change in the General Fund are the costs associated with planning, engineering, and plan check services, which have come in substantially higher than originally budgeted. Planning services alone are now projected to reach approximately \$80,000 by the close of the fiscal year. This is a sharp increase for a city of our size and underscores the need for attention. For context, in FY 2023–24, planning services cost the City \$45,981 while only \$15,000 had been budgeted. Total expenditures for the Planning Department that year were \$129,117—exceeding the budgeted amount by \$34,668.

Looking ahead, the City must take steps to better align our service delivery model with our fiscal realities. Updating our fee structure will be essential to ensuring adequate cost recovery. At present, many of our fees do not reflect the actual cost of service, and this has placed increasing pressure on the General Fund. We must also review and, where necessary, rebid or renegotiate professional service contracts to ensure we are receiving appropriate value for the services being provided.

Earlier this spring, I directed staff to begin issuing billings for land use processing and development monitoring costs—an activity that had previously been overlooked or inconsistently applied. So far, those billings have totaled approximately \$13,000, with around half of that amount collected. While a helpful step, this only reinforces the need for a more comprehensive and transparent approach to fee assessment and collection. Without that, the City will continue to see strains on its limited General Fund resources.

Another revision to the General Fund is the inclusion of a \$15,000 interfund loan from the Sewer Fund. This loan is being used to support operational cost centers that are projected to exceed appropriations without a supplemental adjustment. The loan is reflected in the supplemental budget, which will be presented to Council on June 23 for adoption. This action is necessary to balance the budget prior to year-end.

The financial position of the City—particularly in the General Fund—requires monitoring in FY 2025–26. Should revenue trends or expenditure patterns continue to shift, mid-year reductions will be necessary to maintain reserves and meet original budgetary targets. Ensuring accurate financial records and dependable reporting will be critical to this process. The first step in that effort is stabilizing leadership in the Finance Department, which is already underway.

I recognize that these changes represent a shift from earlier estimates. However, they present my best estimate of the City’s current financial position and provide a foundation for decision-making and course correction in the year ahead.

List of changes in end of year FY 24/25 projections – original compared to updated

Expenditures and other financing uses

	EOY 24/25 Original Estimate	EOY 24/25 Updated Estimate	\$ Change
Building Reserve	40,000	39,788	-212
760-760-930-115-Bandstand Rehabilitation	40,000	39,788	-212
General	297,062	409,808	112,746
100-106-716-100-Plan Check Services	23,665	60,000	36,335
100-105-705-200-Planning Services	52,000	80,000	28,000
100-105-705-100-Engineering Services	16,670	30,000	13,330
100-106-780-000-Oregon Heritage Grant	0	5,368	5,368
100-100-526-200-Accountant	15,244	20,508	5,264
100-100-886-000-Tfr to State Revenue Sharing	6,000	11,089	5,089
100-100-536-000-Library Director	6,320	8,429	2,109
100-105-700-000-Legal Services	1,582	3,575	1,993
100-100-707-300-Community Center Maintenance	22,000	23,929	1,929
100-104-536-000-Library Director	10,962	12,306	1,344
100-106-716-000-Building Inspection Services	681	1,932	1,251
100-106-700-350-Local Government Surcharge Fee	4,594	5,639	1,045
100-100-611-000-Travel & Meetings	4,857	5,857	1,000
100-103-619-000-Park Maintenance	25,000	25,902	902
100-100-601-000-Office Expense	4,100	4,974	874
100-103-614-000-Equipment Repair & Maintenance	496	1,121	625
100-104-715-000-Books/Audio Visual	3,533	4,054	521
100-104-730-100-Ready to Read Program	0	478	478
100-103-534-000-PWKS Laborer/Janitor	33,185	33,654	469
100-106-590-000-Social Security	1,940	2,357	417
100-103-617-000-Small Tools/Shop Supplies	1,972	2,388	416
100-104-707-000-Library Maintenance	1,000	1,401	401
100-100-705-300-Data Processing	4,144	4,526	382
100-105-799-000-Miscellaneous Expense	0	308	308
100-106-608-000-Audit	1,632	1,934	302
100-106-716-300-Type B Permit Inspections	9,435	9,703	268
100-105-705-300-Data Processing	3,013	3,276	263
100-104-903-000-Equipment	1,000	1,260	260
100-103-707-000-City Hall Maintenance	800	1,050	250
100-104-608-000-Audit	1,294	1,534	240
100-100-600-100-Propane	2,000	2,190	190
100-104-906-000-Library Improvements	370	544	174
100-103-608-000-Audit	864	1,024	160
100-103-530-000-Maintenance Operator 2	7,349	7,470	121
100-103-600-100-Propane	550	656	106
100-100-614-000-Equipment Repair & Maintenance	504	598	94
100-105-600-100-Utilities - Propane	247	306	59
100-100-590-000-Social Security	6,225	6,275	50
100-105-601-000-Office Expense	2,000	2,042	42
100-100-599-000-Unemployment	63	92	29
100-103-590-000-Social Security	3,511	3,539	28
100-105-601-100-Postage	147	171	24

	EOY 24/25 Original Estimate	EOY 24/25 Updated Estimate	\$ Change
100-104-590-000-Social Security	2,478	2,499	21
100-100-617-000-Small Tools/Shop Supplies	134	155	21
100-106-526-000-City Manager	4,016	4,036	20
100-105-526-000-City Manager	4,016	4,036	20
100-106-600-100-Utilities - Propane	200	218	18
100-104-705-300-Data Processing	1,708	1,726	18
100-103-599-000-Unemployment	36	53	17
100-103-705-300-Data Processing	1,708	1,724	16
100-100-706-000-Dues & Certifications	330	345	15
100-104-599-000-Unemployment	25	38	13
100-106-599-000-Unemployment	25	36	11
100-105-706-000-Dues & Certifications	148	156	8
100-105-600-000-Utilities - Electricity	474	481	7
100-103-706-000-Dues & Certifications	104	110	6
100-105-599-000-Unemployment	13	19	6
100-104-706-000-Dues & Certifications	555	561	6
100-106-904-000-City Hall Improvements	0	4	4
100-105-904-000-City Hall Improvements	0	4	4
100-106-706-000-Dues & Certifications	143	146	3
100-103-904-000-City Hall Improvements	0	2	2
Local Option Levy	32,828	34,304	1,476
101-101-526-200-Accountant	4,483	6,032	1,549
101-101-705-300-Data Processing	10,795	12,068	1,273
101-101-611-000-Travel & Meetings	750	1,542	792
101-101-601-000-Office Expense	3,500	4,252	752
101-101-706-000-Dues & Certifications	282	572	290
101-101-608-000-Audit	1,440	1,706	266
101-101-700-500-Code Enforcement & Abatement	0	58	58
101-101-707-000-City Hall Maintenance	399	422	23
101-101-526-000-City Manager	3,015	3,027	12
101-101-599-000-Unemployment	35	46	11
101-101-904-000-City Hall Improvements	0	7	7
101-101-600-100-Propane	400	263	-137
101-101-700-100-Misc (Legal) Non-Atty	250	110	-140
101-101-601-100-Postage	387	176	-211
101-101-614-100-Fuel	1,692	1,260	-432
101-101-700-000-Legal Services	1,000	459	-541
101-101-700-350-Court Assessments	1,400	475	-925
101-101-700-510-Community-Wide Clean-up	3,000	1,829	-1,171
Parks Reserve	29,250	63,890	34,640
780-780-920-200-Courthouse Sq Park Improve	4,250	25,000	20,750
780-780-705-000-Parks Master Plan	25,000	38,890	13,890
Sewer	167,330	217,411	50,081
400-400-614-600-Sewer Lines Repair & Maintenan	0	16,549	16,549
400-400-840-100-Transfer to General Fund	0	15,000	15,000
400-400-526-200-Accountant	32,279	43,430	11,151
400-400-799-000-Misc Expense	5,000	6,296	1,296
400-400-601-000-Office Expense	15,000	16,273	1,273

	EOY 24/25 Original Estimate	EOY 24/25 Updated Estimate	\$ Change
400-400-707-000-City Hall Maintenance	2,071	3,081	1,010
400-400-614-000-Equipment Repair & Maintenance	7,312	8,245	933
400-400-537-000-Office Specialist II	33,050	33,782	732
400-400-751-000-Sewer Analysis	7,000	7,670	670
400-400-614-400-Sewer Pond Repair & Maintenan	18,190	18,610	420
400-400-534-000-PWKS Laborer/Janitor	18,965	19,231	266
400-400-705-300-Data Processing	9,353	9,617	264
400-400-706-000-Dues & Certifications	1,334	1,555	221
400-400-590-000-Social Security	14,865	14,987	122
400-400-599-000-Unemployment	151	220	69
400-400-750-000-Sewer Deposit Refunds	720	766	46
400-400-617-000-Shop Supplies/Small Tools	2,040	2,077	37
400-400-904-000-City Hall Improvements	0	22	22
Sewer Reserve	3,086,775	1,913,304	-1,173,471
700-700-910-000-System Improvements	22,000	19,646	-2,354
700-700-920-000-Hwy 221 Lift Station Repl	1,064,775	522,459	-542,316
700-700-910-410-Utility Bridge Improvements	2,000,000	1,371,199	-628,801
State Revenue Sharing	56,120	60,611	4,491
500-500-705-000-Professional Services	0	12,243	12,243
500-500-752-100-City/County Dinner	0	5,549	5,549
500-500-611-000-Travel & Related Expenses	750	807	57
500-500-903-000-Council Chambers Furnishings	0	41	41
500-500-706-000-Dues & Certifications	258	269	11
500-500-752-220-Task Force - Downtown Revitali	3,537	2,500	-1,037
500-500-752-200-Community Giving	10,114	9,010	-1,104
500-500-700-000-Legal Services	4,000	2,296	-1,704
500-500-752-000-City Council Expense	11,112	7,896	-3,216
500-500-752-600-Community Events	26,349	20,000	-6,349
Street Fund	22,850	25,495	2,645
200-200-526-200-Accountant	3,587	4,826	1,239
200-200-608-000-Audit	3,075	3,643	568
200-200-614-000-Equipment Repair & Maintenance	1,098	1,659	561
200-200-601-000-Office Expense	3,425	3,527	102
200-200-600-100-Utilities - Propane	247	306	59
200-200-590-000-Social Security	3,374	3,399	25
200-200-705-300-Data Processing	1,918	1,941	23
200-200-526-000-City Manager	5,022	5,045	23
200-200-617-000-Shop Supplies/Small Tools	966	984	18
200-200-599-000-Unemployment	34	51	17
200-200-706-000-Dues & Certifications	104	110	6
200-200-904-000-City Hall Improvements	0	4	4
Street Reserve	1,668	1,710	42
770-770-910-000-Street Capital Projects	1,668	1,710	42
Transient Lodging Tax	88,258	91,649	3,391
105-105-810-000-Tourism Facilities	0	7,977	7,977
105-105-710-000-Tourism Facilities & Promotion	45,000	45,221	221
105-105-705-300-Data Processing	468	517	49
105-105-590-000-Social Security	2,720	2,743	23

	EOY 24/25 Original Estimate	EOY 24/25 Updated Estimate	\$ Change
105-105-599-000-Unemployment	28	41	13
105-105-706-000-Dues & Certifications	42	44	2
105-105-800-000-Tourism Promotion	10,000	9,820	-180
105-105-711-000-Tourism - Website Development	15,000	12,786	-2,214
105-105-712-000-Tourism - Events	15,000	12,500	-2,500
Water	228,259	271,677	43,418
300-300-526-200-Accountant	32,275	43,430	11,155
300-300-600-000-Utilities - electricity	34,375	42,092	7,717
300-300-614-600-Water Line Repair & Maintenanc	14,873	20,626	5,753
300-301-705-300-Data Processing	10,710	15,591	4,881
300-301-707-001-Water Treatment Facility Maint	14,700	18,447	3,747
300-301-614-000-Equipment Repair & Maintenance	2,056	5,265	3,209
300-301-705-000-Professional Services	10,325	12,435	2,110
300-300-614-000-Equipment Repair & Maintenance	5,209	6,516	1,307
300-300-705-300-Data Processing	27,555	28,441	886
300-301-526-200-Accountant	1,666	2,413	747
300-300-750-000-Water Deposit Refunds	1,483	2,057	574
300-300-751-000-Water Analysis	5,000	5,517	517
300-300-706-000-Dues & Certifications	7,448	7,711	263
300-300-526-000-City Manager	30,091	30,266	175
300-300-590-000-Social Security	15,229	15,356	127
300-300-599-000-Unemployment	155	225	70
300-301-590-000-Social Security	5,258	5,302	44
300-300-617-000-Shop Supplies/Small Tools	2,600	2,633	33
300-301-599-000-Unemployment	54	78	24
300-301-526-000-City Manager	5,022	5,045	23
300-300-904-000-City Hall Improvements	0	21	21
300-301-617-000-Small Tools/Shop Supplies	966	984	18
300-301-706-000-Dues & Certifications	1,209	1,226	17
Water Capital	281,470	326,834	45,364
600-600-920-350-Utility Br Waterline Upgr	214,159	251,697	37,538
600-600-930-600-Reservoir Maintenance	67,311	75,137	7,826
Grand Total	4,331,870	3,456,481	-875,389

Revenues and other financing sources

	EOY 24/25 Original Estimate	EOY 24/25 Updated Estimate	\$ Change
ARPA Fund	0	762	762
106-000-404-000-Interest	0	762	762
Building Reserve	2,511	3,202	691
760-000-404-000-Interest	2,511	3,202	691
Debt Service	4,531	5,779	1,248
850-000-404-000-Interest	4,531	5,779	1,248
Equipment Replacement	807	1,029	222
750-000-404-000-Interest	807	1,029	222
General	142,934	160,700	17,766
100-000-402-000-Levied Taxes (Prior Years)	6,973	8,195	1,222
100-000-404-000-Interest	8,662	11,047	2,385
100-000-412-000-Franchise-Cable TV	14,921	18,219	3,298
100-000-416-000-Building Permits	40,146	54,622	14,476
100-000-416-010-Plan Check Fees	17,404	21,990	4,586
100-000-416-100-Planning Fees	15,000	13,673	-1,327
100-000-416-200-Construction Excise Tax	20,966	0	-20,966
100-000-418-000-Citations & Bail	2,000	1,610	-390
100-000-428-100-State Marijuana Tax	4,662	4,000	-662
100-000-430-000-CCRLS Use Based Reimbursement	12,000	12,089	89
100-000-459-300-Transfer from Sewer Fund	0	15,000	15,000
100-000-499-510-Park Reservation Fees	200	255	55
Local Option Levy	3,694	4,712	1,018
101-000-404-000-Interest	3,694	4,712	1,018
Parks Reserve	3,951	5,039	1,088
780-000-404-000-Interest	3,951	5,039	1,088
Sewer	3,746	5,881	2,135
400-000-450-100-Sewer Service Deposits	472	880	408
400-000-451-000-Sewer Deposits	77	449	372
400-000-451-100-NSF Fees	250	271	21
400-000-451-300-Late Fees	2,947	4,281	1,334
Sewer Reserve	3,901,164	3,596,482	-304,682
700-000-404-000-Interest	4,500	5,558	1,058
700-000-422-000-System Improvement Grants/Loan	1,028,000	0	-1,028,000
700-000-425-000-Utility Bridge DEQ Loans	2,868,664	2,562,924	-305,740
700-000-430-000-Hwy 221 Lift Station Grant	0	1,028,000	1,028,000
State Revenue Sharing	10,300	13,420	3,120
500-000-404-000-Interest	300	381	81
500-000-429-000-TLT Tfr from General Fund	6,000	11,089	5,089
500-000-480-000-Misc Income	4,000	1,950	-2,050
Street Fund	2,404	2,539	135
200-000-404-000-Interest	2,404	2,539	135
Street Reserve	4,029	5,138	1,109
770-000-404-000-Interest	4,029	5,138	1,109
Transient Lodging Tax	687	762	75
105-000-404-000-Interest	687	762	75
Water	757,166	763,260	6,094
300-000-400-000-Working Capital	745,485	749,758	4,273

	EOY 24/25 Original Estimate	EOY 24/25 Updated Estimate	\$ Change
300-000-404-000-Interest	11,481	12,647	1,166
300-000-480-000-Misc Revenue	200	855	655
Water Capital	8,179	9,065	886
600-000-404-000-Interest	8,179	9,065	886
Grand Total	4,846,103	4,577,770	-268,333

List of changes from approved to adopted FY 25/26 budget*Expenditures and other financing uses*

	FY 25/26 Approved	FY 25/26 Adopted	\$ Change
Building Reserve	0	903	903
760-760-880-000-Contingency	0	903	903
Equipment Replacement	3,955	4,177	222
750-750-880-000-Contingency	3,955	4,177	222
General	119,625	74,393	-45,232
100-100-830-300-Transfer to Sewer Utility Fund	0	15,000	15,000
100-107-880-000-Contingency	119,625	59,393	-60,232
Local Option Levy	317	0	-317
101-101-903-000-Equipment	317	0	-317
Parks Reserve	34,213	661	-33,552
780-780-880-000-Contingency	34,213	661	-33,552
Sewer	66,062	18,116	-47,946
400-400-880-000-Contingency	66,062	18,116	-47,946
State Revenue Sharing	2,500	1,129	-1,371
500-500-612-000-Training	2,500	1,129	-1,371
Street Fund	170,666	168,156	-2,510
200-200-880-000-Contingency	170,666	168,156	-2,510
Street Reserve	168,892	169,959	1,067
770-770-880-000-Contingency	168,892	169,959	1,067
Transient Lodging Tax	99,416	96,100	-3,316
105-105-880-000-Contingency	99,416	96,100	-3,316
Water	316,116	278,792	-37,324
300-300-880-000-Contingency	316,116	278,792	-37,324
Water Capital	53,875	9,397	-44,478
600-600-880-000-Contingency	53,875	9,397	-44,478
Grand Total	1,035,637	821,783	-213,854

Revenues and other financing sources

	FY 25/26 Approved	FY 25/26 Adopted	\$ Change
Building Reserve	354,726	355,629	903
760-000-400-000-Working Capital	354,726	355,629	903
Debt Service	357,562	358,810	1,248
850-000-400-000-Working Capital	357,562	358,810	1,248
Equipment Replacement	4,595	4,817	222
750-000-400-000-Working Capital	4,595	4,817	222
General	168,543	123,311	-45,232
100-000-400-000-Working Capital	110,912	15,932	-94,980
100-000-416-100-Planning Fees	57,631	107,379	49,748
Local Option Levy	68,533	68,216	-317
101-000-400-000-Working Capital	1,033	575	-458
101-000-418-400-Pub Safety Fee	67,500	67,641	141
Parks Reserve	41,473	7,921	-33,552
780-000-400-000-Working Capital	41,473	7,921	-33,552
Sewer	72,384	24,438	-47,946
400-000-400-000-Working Capital	72,384	24,438	-47,946
State Revenue Sharing	1,371	0	-1,371
500-000-400-000-Working Capital	1,371	0	-1,371
Street Fund	164,606	162,096	-2,510
200-000-400-000-Working Capital	164,606	162,096	-2,510
Street Reserve	177,392	178,459	1,067
770-000-400-000-Working Capital	177,392	178,459	1,067
Transient Lodging Tax	167,620	164,304	-3,316
105-000-400-000-Working Capital	167,620	164,304	-3,316
Water	456,566	419,242	-37,324
300-000-400-000-Working Capital	456,566	419,242	-37,324
Water Capital	185,595	141,117	-44,478
600-000-400-000-Working Capital	185,595	141,117	-44,478
Grand Total	2,220,966	2,008,360	-212,606

Comparison of FY 24/25 ending fund balances – approved versus adopted

		Beginning FY 24/25	Approved FY 24/25 Ending	Adopted FY 24/25 Ending
100	General	158,087	110,912	15,932
101	Local Option Levy	41,492	1,033	575
105	Transient Lodging Tax	271,955	167,620	164,304
106	ARPA Fund	-42	0	762
200	Street Fund	198,276	164,606	162,096
300	Water	749,758	460,839	419,242
400	Sewer	75,138	72,384	24,438
500	State Revenue Sharing	17,618	1,371	0
600	Water Capital	362,698	185,595	141,117
700	Sewer Reserve	-1,016,465	-73,144	795,645
750	Equipment Replacement	36,943	4,595	4,817
760	Building Reserve	120,542	354,726	355,629
770	Street Reserve	111,160	177,392	178,459
780	Parks Reserve	46,789	41,473	7,921
850	Debt Service	482,169	357,562	358,810
900	Water Reserve	0	0	0
450	Stormwater	0	0	0

Comparison of FY 25/26 ending fund balances – approved versus adopted

		Approved FY 25/26 Ending	Adopted FY 25/26 Ending
100	General	119,625	59,393
101	Local Option Levy	0	0
105	Transient Lodging Tax	99,416	96,100
106	ARPA Fund	0	762
200	Street Fund	170,666	168,156
300	Water	320,389	278,792
400	Sewer	66,062	18,116
500	State Revenue Sharing	0	0
600	Water Capital	53,875	9,397
700	Sewer Reserve	92,863	961,652
750	Equipment Replacement	3,955	4,177
760	Building Reserve	0	903
770	Street Reserve	168,892	169,959
780	Parks Reserve	34,213	661
850	Debt Service	0	1,248
900	Water Reserve	0	0
450	Stormwater	346	346

RESOLUTION No. 24/25-19
City of Dayton, Oregon

A Resolution Adopting the City of Dayton Budget for the Fiscal Year 2025/2026; Making Appropriations; and Categorizing and Levying Ad Valorem Taxes

The City Council of the City of Dayton, Oregon, on the 16th day of June 2025, sat in special session for the transaction of City business.

BE IT RESOLVED THAT the City Council of the City of Dayton, Oregon, hereby adopts the FY 2025/2026 Budget approved by the Budget Committee on May 27, 2025, as amended, in the amount of \$8,159,894, of which \$314,342 is reserved or unappropriated. Copies of said budget are on file at City Hall, 416 Ferry Street, Dayton, Oregon, and on the City website at www.daytonoregon.gov.

BE IT FURTHER RESOLVED:

- 1) **THAT** the amounts for the purpose of operating the City of Dayton for the FY 2025/2026 budget year as set forth in Schedule A, attached to this Resolution, are appropriated for the fiscal year beginning July 1, 2025, and ending June 30, 2025.
- 2) **THAT** the Dayton City Council hereby imposes and categorizes the taxes provided for in the adopted budget at the rate of \$1.7057 per \$1,000 of assessed value for tax year 2025/2026 upon the assessed value of all taxable property within the City of Dayton:

	<u>General Government</u>	<u>Excluded from Limitations</u>
Permanent Rate	\$1.7057/\$1,000	\$0

- 3) **THAT** the Dayton City Council hereby imposes and categorizes the Local Option Tax provided for in the adopted budget at the rate of \$1.85 per \$1,000 of assessed value for tax year 2025/2026 upon the assessed value of all taxable property within the City of Dayton.

	<u>General Government</u>	<u>Excluded from Limitations</u>
Local Option Tax	\$1.85/\$1,000	\$0

- 4) **THAT** the City Manager is authorized to prepare and submit any certifications of the taxes levied that may be deemed necessary by the Oregon Department of Revenue and Yamhill County.
- 5) **THAT** this resolution shall become effective July 1, 2025.

ADOPTED by the City Council of Dayton, Oregon, on this 16th day of June 2025.

In Favor:

Opposed:

Absent:

Abstained:

Annette Frank, Mayor

Date Signed

ATTEST:

Rocio Vargas, City Recorder

Date of Enactment

Attachment: Schedule A

Schedule A.
Adopted Budget for the Fiscal Year Beginning July 1, 2025
and ending June 30, 2026

General Fund

Administration	196,145
Building Program	173,987
Library	72,532
Parks	125,720
Planning and Development	121,510
Contingency	59,393
Transfer to Sewer Utility Fund	15,000
Total	<u>764,287</u>

Local Option Levy

Personnel	89,837
Materials and Services	288,169
Total	<u>378,006</u>

Transient Lodging Tax

Personnel	75,433
Materials and Services	68,630
Contingency	96,100
Transfer to General Fund	56,744
Total	<u>296,907</u>

ARPA Fund

Unappropriated fund balance and reserves	0
Total	<u>0</u>

Street Fund

Personnel	80,443
Materials and Services	130,828
Capital	7,000
Contingency	168,156
Transfer to Building Reserve	10,000
Total	<u>396,427</u>

Water Fund

Personnel	483,332
Materials and Services	609,317
Capital	32,000
Contingency	278,792
Transfer to Debt Service Fund	160,965
Transfer to Equipment Replacement	19,850
Transfer to Water System Capital	165,383
Total	1,749,639

Sewer Fund

Personnel	356,851
Materials and Services	263,640
Capital	3,600
Contingency	18,116
Transfer to Debt Service	220,020
Transfer to Equipment Replace	19,850
Transfer to Sewer Reserve Fund	204,407
Total	1,086,484

Stormwater

Capital	0
Transfer to Debt Service	25,034
Unappropriated Ending Balance	346
Total	25,380

State Revenue Sharing

Materials and Services	27,206
Total	27,206

Water Capital

Capital	299,803
Contingency	9,397
Total	309,200

Sewer Reserve

Capital	1,140,000
Contingency	92,863
Total	<u>1,232,863</u>

Equipment Replacement

Capital	40,640
Contingency	4,177
Total	<u>44,817</u>

Building Reserve

Capital	865,626
Contingency	903
Total	<u>866,529</u>

Street Reserve

Capital	10,000
Contingency	169,959
Total	<u>179,959</u>

Parks Reserve

Materials and Services	35,000
Contingency	661
Total	<u>35,661</u>

Debt Service

Principal and Interest	452,533
Reserve for MPS FSTS USDA Loan	82,248
Reserve- Lafayette loan payoff	23,625
Rsv for Bridge DEQ Loan pmt	107,461
Unappropriated Ending Fund Bal	1,248
WATER RESERVE	99,414
Total	<u>766,529</u>

Total appropriations	7,845,552
Total reserved/unappropriated	<u>314,342</u>
Total FY 25/26 budget	<u><u>8,159,894</u></u>

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RESOLUTION No. 24/25-20
City of Dayton, Oregon

A Resolution Declaring the City of Dayton's Election to Receive State Revenues for Fiscal Year 2025/2026

WHEREAS, ORS 221.760 provides as follows:

Section 1. The officer responsible for disbursing funds to cities under ORS 323.455, 366.785 to 366.820 and 471.805 shall, in the case of a city located within a county having more than 100,000 inhabitants according to the most recent federal decennial census, disburse funds only if the city provides four or more of the following services:

- 1) Police protection
- 2) Fire protection
- 3) Street construction, maintenance, and lighting
- 4) Sanitary sewer
- 5) Storm sewers
- 6) Planning, zoning, and subdivision control
- 7) One or more utility services

and

WHEREAS, city officials recognize the desirability of assisting the state office responsible for determining the eligibility of cities to receive such funds in accordance with ORS 221.760; and

WHEREAS, in order to receive State Revenue Sharing Funds, the City Council must hold two public hearings to allow the public to comment on possible uses of these funds and the proposed uses of these funds in the FY 2025-26 Budget; and

WHEREAS, these hearings were held by the Budget Committee on May 5, 2025, May 19, 2025, and May 27, 2025; and by the City Council on June 16, 2025; and

WHEREAS, another requirement to receive these funds is that the City must enact a resolution each year stating that they wish to receive them.

Now, therefore, the City of Dayton resolves as follows:

- 1) **THAT** pursuant to ORS 221.770, the City of Dayton hereby elects to receive state revenues for fiscal year 2024/2025; and
- 2) **THAT** the City of Dayton hereby certifies that it provides the following four or more municipal services enumerated in Section 1, ORS 221.760:
 - Police protection
 - Street construction, maintenance, & lighting
 - Sanitary sewer
 - Storm sewers
 - Planning, zoning, and subdivision control
 - Drinking water; and
- 3) **THAT** this resolution will be effective immediately upon adoption by the City Council.

ADOPTED this 16th day of June 2025.

In Favor:

Opposed:

Absent:

Abstained:

Annette Frank, Mayor

Date Signed

ATTEST:

Rocio Vargas, City Recorder

Date of Enactment

I certify that a public hearing before the Budget Committee was held on May 5, 2025, and a public hearing before the City Council was held on June 16, 2025, to give citizens an opportunity to comment on the use of State Revenue Sharing.

Rocio Vargas, City Recorder

To: Honorable Mayor and City Councilors
From: Jeremy Caudle, City Manager
Issue: Approval of law enforcement services contract with the Yamhill County Sheriff's Office
Date: June 16, 2025

Background and Information: Our contract with the Yamhill County Sheriff's Office (YCSO) is up for renewal.

YCSO presented two options: a one-year renewal and a two-year renewal. For the second year of the two-year renewal, the cost for year two is \$218,346.

Due to the upcoming expiration of the special levy and need to place it on the ballot for renewal, along with the implementation of a new public safety fee, staff recommend the one-year option. This can allow time to plan for the fiscal solvency of the special levy fund without binding the City to a longer-term option.

This year's contract includes an increase from \$197,556 to \$214,010.09. This is an 8.33% increase with no other changes to the contract. The contract is attached to the resolution for your review. A detailed spreadsheet itemizing the costs is attached for your reference.

City Manager Recommendation: Approve the contract as presented.

Potential Motion: "I move to approve the 'Agreement for Police Services' as presented with Yamhill County in the amount of \$214,010.09 and to authorize the City Manager to sign."

Council Options:

1. Approve the contract as presented.
2. Approve the two-year renewal option.
3. Do not approve the renewal of law enforcement services.

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RESOLUTION No. 24/25-21
City of Dayton, Oregon

**A Resolution Approving an Intergovernmental Agreement between Yamhill County and
the City of Dayton for Police Services for Fiscal Year 2025/2026.**

WHEREAS, the City of Dayton currently has no police department; and

WHEREAS, the Yamhill County Sheriff's Office can provide such services under contract; and

WHEREAS, the City of Dayton has contracted such services for the past fifteen years and wishes to continue these services for an additional year.

The City of Dayton resolves as follows:

- 1) THAT** the Mayor and Interim City Manager are authorized to execute the FY 2025-2026 Agreement for Police Services (attached hereto as Exhibit A and by this reference made a part hereof), on behalf of the City, which will be bound by its terms; and
- 2) THAT** beginning July 1, 2025, this agreement supersedes and replaces the Agreement for Police Services between the parties adopted by Resolution No. 23/24-22 for the period July 1, 2024 - June 30, 2025; and
- 3) THAT** this resolution shall become effective immediately upon adoption.

ADOPTED this 16th day of June 2025.

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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AGREEMENT FOR POLICE SERVICES **(City of Dayton 2025-2026)**

THIS AGREEMENT is made the last dates set forth adjacent to the signatures of the parties, to be effective July 1, 2025, by and between **YAMHILL COUNTY**, Oregon, a political subdivision of the state of Oregon, acting by and through the Sheriff's Office, ("the County") and the **CITY OF DAYTON**, a municipal corporation of the State of Oregon ("the City").

RECITALS

- A.** ORS 190.010 and 206.345 allow cities to contract with county sheriffs and governing bodies for the provision of county police services to incorporated cities.
- B.** The City desires to continue to contract with the County for Yamhill County Sheriff's Office to provide police services within the City. County is agreeable to providing police services on the terms and conditions set forth in this agreement from July 1, 2025, through June 30, 2026.
- C.** This agreement supersedes and replaces the prior police services agreement between the parties that expires June 30, 2025. NOW, THEREFORE,

AGREEMENT

In exchange for the mutual promises and obligations as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES. The County agrees to provide police protection within the corporate limits of the City to the extent and in the manner described in this section. The police services shall encompass duties and enforcement functions of those normally undertaken by Yamhill County Sheriff's Office under the statutes of the State of Oregon. Such services shall include public safety, criminal law enforcement, issuing of citations based on City ordinances, traffic enforcement, preparation of police reports, and/or attendance at council meetings, and related services that are within the legal authority of the Sheriff to provide.

SECTION 2. MANAGEMENT BY COUNTY. Subject to applicable bargaining agreements and law, the rendition of such service, standards of performance, discipline of officers, personnel issues, and other matters incident to the performance of such services shall be subject to the control of the County. However, if the City is unhappy with any such items, the parties will attempt to resolve the dispute through a joint meeting of a representative of the Sheriff's Office and the City Manager. In addition, management of deputies by the County will be subject to the following:

- a. County to provide monthly schedule.** Deputies assigned to the City shall maintain schedules on a monthly basis which will set forth the time deputies spend within the City.
- b. Scheduling of Deputies.** The City shall recommend the schedule to the extent feasible. The County agrees to exercise its best efforts to accommodate the City's desired schedule for deputies assigned to provide police services under this agreement but retains ultimate authority to schedule.

- c. **Areas of Assignment.** The County agrees to exercise its best efforts to accommodate the City's desired target areas for police services under this agreement. The City will communicate desired target areas to County's supervisor. The supervisor will use all reasonable efforts to fulfill the City's request.
- d. **Deputies shall do Paperwork in the City.** The County and deputy(s) assigned to the City will use every reasonable effort to perform report-writing and other office-based functions of law enforcement in the City to maximize the number of hours which the assigned deputy(s) remains within the City.

SECTION 3. COUNTY FURNISHES LABOR AND MATERIALS; CITY FURNISHES OFFICE SPACE. For the purpose of performing these functions, County and City shall provide the following:

- a. **County's Requirements.** The County shall furnish and supply all labor, supervision, equipment, vehicles, communication facilities, and supplies necessary to provide the services described in Section 1, including any necessary secretarial or record keeping services.
- b. **City's Requirements.** The City shall provide sufficient office space within the City limits for County personnel to perform services under this agreement. The City shall provide and pay for utilities costs, except that the County shall provide and pay for its own telecommunications needs.

SECTION 4. PERSONNEL COMMITMENTS.

- a. **Full-Time Equivalent (FTE) Assigned to the City.** The County shall provide **ONE (1.0)** patrol deputy full-time equivalent position. All County personnel assigned to provide services under this agreement will be certified by DPSST to perform the services described in Section 1. After consultation with the City Manager, the County may assign either one deputy working full-time or two deputies working half-time to fill the 1.0 patrol deputy FTE.
- b. **Full-Time Equivalent (FTE) Defined.** As used in this section, an FTE means a full-time equivalent position. One (1) FTE constitutes approximately 2,080 hours per year, less time used for the following purposes: leaves authorized by the collective bargaining agreement or state or federal law; court time; training time related to maintenance or enhancement of proficiency; and any other function directly related to job performance as an employee of the County.
- c. **Extra Personnel to the City; Temporary Absence from the City.** When available, the County shall provide, at no cost, extra patrol for the City if emergency backup or coverage is needed. Deputies assigned to the City will not be sent out of the City to surrounding calls, unless it is necessary for the deputy(s) to provide backup or make a first response to an emergency. When response to a surrounding call is made, the deputy(s) will return to the City as soon as a rural patrol deputy or other law enforcement official has relieved the deputy(s).
- d. **City Representatives Authorized to Request Emergency Patrols.** The City Manager is authorized to request special or emergency patrols or response by the Sheriff, and the Sheriff will abide by the request if adequate personnel, in the Sheriff's sole determination, is available; provided, however that the City shall reimburse the County at the County's cost for personnel time

spent on special or emergency patrols or responses requested and provided under this paragraph.

SECTION 5. PERSONNEL EMPLOYED BY THE COUNTY. All persons employed in the performance of this agreement shall be County employees. The County acts as an independent contractor under this agreement. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services herein for the City. Except as otherwise specified herein, the City shall not be liable for compensation or indemnity to any County employee for any injury or sickness arising out of the employee's employment with the County. The County shall comply with ORS 656.017, which requires it to provide workers' compensation coverage for its subject workers.

SECTION 6. THE CITY'S RECIPROCAL INDEMNIFICATION. The County, its officers, and its employees, shall not be deemed to have assumed any liability for acts of the City, or of any officer, employee, or agent thereof, and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the City hereby covenants and agrees to hold and save the County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reason of any act of the City, its officers, agents, and employees.

SECTION 7. THE COUNTY'S RECIPROCAL INDEMNIFICATION. The City, its officers, and its employees, shall not be deemed to have assumed any liability for acts of the County, or of any officer, employee, or agent thereof, and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the County hereby covenants and agrees to hold and save the City and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the City, its officers, agents, or employees, by reason of any act of the County, its officers, agents, and employees.

SECTION 8. TERM AND TERMINATION OF AGREEMENT.

- a. Term.** Unless terminated in accordance with subsection (b), the term of this agreement is from July 1, 2025 through June 30, 2026.
- b. Termination for Any Reason.** Either party may terminate this agreement on one hundred and eighty (180) days written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

SECTION 9. COMPENSATION BY CITY.

- a.** For the period July 1, 2025, to June 30, 2026, the City will pay to the County, for performance of the duties identified in Section 1, the sum of **\$214,010.09**, in monthly installments of **\$17,834.17**, as outlined in Exhibit A, which is incorporated herein by this reference. Such payment is due by the 15th day of the month in which services were provided.
- b.** The County shall exercise its best efforts to notify the City in writing of any proposed rate adjustment for the subsequent fiscal year no later than April 30.

SECTION 10. TRANSFER OF ORDINANCE ENFORCEMENT AUTHORITY. Upon execution of this agreement and during its effective term, the police authority of the City for enforcing City ordinances is transferred to Yamhill County Sheriff's Office. For the limited purpose of compliance with

applicable city charters, the City upon execution of this agreement hereby designates the Yamhill County Sheriff as the Chief of Police of said City.

SECTION 11. INCORPORATION. The introductory paragraph and recitals appearing at the beginning of this agreement are hereby incorporated into and made a part of this agreement as if fully set forth herein.

DONE the dates set forth adjacent to the signatures below.

CITY OF DAYTON, OREGON

YAMHILL COUNTY, OREGON

ANNETTE FRANK, Mayor

KIT JOHNSTON, Chair
Board of Commissioners

Date: _____

Date: _____

ATTEST:

ATTEST:

JEREMY CAUDLE, City Manager

SAM ELLIOTT, Sheriff

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
CHRISTIAN BOENISCH, County Counsel

Date: _____

YAMHILL COUNTY SHERIFF'S OFFICE 2025-2026 DEPUTY COSTING

POSITION	RANGE/ STEP	BASE SALARY	MOS.	AMOUNT	CERT /LONG	SALARY SUBTOTAL	HEALTH INS	RETIR	FICA	MEDICARE	Disability Ins	ACCID INS	UNEMP INS	W/C ASSES.	Time Loss	OR PD FML LV	TOTAL
Deputy (1)	12/6	7,724.75	12	92,697	9,270	101,967	23,614	30,804	6,322	1,479	323	4,058	102	23	0	408	169,099
					10%												
						8,816		2,663	547	128		351	9		0	35	12,548
						110,782	23,614	33,467	6,868	1,606	323	4,409	111	23	0	443	181,647
PERSONNEL COSTS	\$	169,098.84															
(1 Deputy)																	
OVERTIME 10hrs/month	\$	12,548.07															
(1 Deputy x 10hrs/month)																	
VEHICLE MILEAGE	\$	9,900.00															
(1 vehicle x 50 miles @.75/mi x 264 days)																	
MATERIALS & SERVICES	\$	4,298.49															
ADMINISTRATIVE SVCS	\$	18,164.69															
(NTE 10%)																	
TOTAL COST	\$	214,010.09															
Cost per month	\$	17,834.17															

2024-2025 \$ 197,556.23 7.69%

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To: Honorable Mayor and City Councilors

From: Jeremy Caudle, City Manager

Issue: Approval of Resolution 24/25-22 an Intergovernmental Agreement with the Mid-Willamette Valley Council of Governments (MVCOG)

Date: June 16, 2025

Background Information:

This resolution will renew our contract with the Mid-Willamette Valley Council of Governments (COG) for Planning Services.

There are changes to the contract for services. The COG contract is going from:

- \$107/hour to \$121/hour for an Associate Planner
- \$109/hour to \$133/hour for a Senior Planner
- \$84/hour to \$97/hour for Support Staff

City Manager Recommendation: I recommend approval of Resolution 24/25-22.

Land Use Planning Services: "I move to approve Resolution 24/25-22 a Resolution Approving a Contract for Land Use Planning Services with the Mid-Willamette Valley Council of Governments, July 1, 2025, through June 30, 2026."

City Council Options:

- 1 - Move to approve the resolution.
- 2 - Move to approve the resolution 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. 24/25-22
CITY OF DAYTON, OREGON**

**A Resolution Approving an Intergovernmental Agreement with the Mid-Willamette
Valley Council of Governments, July 1, 2025, through June 30, 2026.**

WHEREAS, the City of Dayton currently has no City Planner on staff and wishes to contract for professional planning services for fiscal year 2025-2026; and

WHEREAS, the Mid-Willamette Valley Council of Governments (hereinafter called "MWVCOG") a voluntary intergovernmental association of which the City of Dayton is a member, can provide land use planning services and other consulting services, as needed, on a contract basis under the provisions of ORS 190.010;

The City of Dayton resolves as follows:

- 1) **THAT** the City Manager is hereby authorized to execute the Intergovernmental Agreement (attached hereto as Exhibit A and by this reference incorporated herein) on behalf of the City, which will be bound by its terms.
- 2) **THAT** this resolution shall become effective immediately upon adoption.

ADOPTED this 16th day of June 2025.

In Favor:

Opposed:

Absent:

Abstained:

Annette Frank, Mayor

Date of Signing

ATTEST:

Rocio Vargas, City Recorder

Date of Enactment

Attachment: Exhibit A

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INTERGOVERNMENTAL AGREEMENT
Between
MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS
And
CITY OF DAYTON

1. PARTIES TO AGREEMENT

This Intergovernmental Agreement (Agreement) is made pursuant to the authority found in ORS 190.010, et seq., between the *Mid-Willamette Valley Council of Governments*, an Oregon Intergovernmental Agency created under ORS Chapter 190, hereafter called COG, and City of Dayton, hereafter called MEMBER. COG and Member collectively are referred to as Parties.

2. PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which COG will provide services as described on the Local Service Plan to MEMBER.

3. TERM

This Agreement shall be effective for the period of time from July 1, 2025, through and until June 30, 2026, unless sooner terminated or extended as provided herein.

4. METHOD OF PAYMENT AND PAYMENT SCHEDULE

- 4.1 COG agrees to submit written invoices for services to the billing contact person identified in the signature block below.
- 4.2 COG shall submit invoices for services according to the current COG "Schedule of Fees for Services."
- 4.3 MEMBER agrees to pay for services at the rates set forth in the most current COG Schedule of Fee for Services resolution schedule, including, as applicable, hourly staff rates, flat rates, indirect rate (if applicable), and mileage at the IRS mileage rate for travel related to providing said services.
- 4.4 MEMBER agrees to make payment to COG within 30 days of receipt of invoices from COG.

5. ACCESS TO RECORDS

Both parties shall maintain all records relating to this Agreement in accordance with generally accepted accounting principles. In addition, both parties shall maintain any other records pertinent to this Agreement in such a manner as to clearly document both parties' performance hereunder. Parties

acknowledge and agree that the Oregon Secretary of State's Office, the Federal Government, and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Agreement for the purpose of performing audits and examinations and making copies, transcripts, and excerpts. All such fiscal records and documents shall be retained by parties for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

6. COMPLIANCE WITH APPLICABLE LAWS

Each party agrees to comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of services under this Agreement, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

7. AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Any amendments shall be in writing and signed by duly authorized representatives of both parties.

8. SUSPENSION OR TERMINATION

- 8.1 This Agreement may be extended by written agreement of the parties signed by the representatives authorized to execute this agreement.
- 8.2 This agreement may be terminated by mutual consent of the parties at any time.
- 8.3 This Agreement may also be terminated for convenience upon written notification by either party with a minimum notice of thirty (30) calendar days delivered by mail or in person. In the event of Agreement termination for convenience, COG shall be due payment for all work completed by the time of termination.
- 8.4 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

9. INDEPENDENT CONTRACTOR

MEMBER has engaged COG as an independent contractor for the accomplishment of a particular service. Neither party nor the officers and employees of either party shall be deemed the agents or employees of the other party for any purpose.

10. LIMITED WARRANTY

In no event shall COG be liable for indirect or consequential damages. In no event, regardless of theory of recovery, shall COG be liable for any damages in excess of the amounts actually paid by MEMBER to COG for services provided under this agreement.

11. CONFLICT OF INTEREST

No member, officer, or employee of MEMBER, or its designees or agents, no member of the MEMBER Council, and no other public official of MEMBER who exercises any function or responsibility with respect to this project during the public official's tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under the contract.

12. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules, and regulations in the performance of this agreement.

13. INSURANCE

Each party 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 to 30.300).

14. INDEMNIFICATION

Each party shall indemnify, defend, save, and hold harmless the other party and its officers, employees, and agents from and against all claims, suits, actions, liabilities, damages, losses, or expenses, arising out of the acts or omissions of the party, its officers, agents, or employees performing under this Agreement, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of the person's official duties

15. MERGER CLAUSE

The Parties concur and agree that this agreement constitutes the entire agreement between the Parties. No waiver, consent, modification, or change to the terms of this agreement shall bind either party unless in writing and signed by both Parties. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this agreement. The Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

16. ASSIGNMENT, DELEGATION, SUCCESSOR

Neither party shall assign, delegate, nor transfer any of its rights or obligations under this Agreement without the other party's prior written consent. A party's written consent does not relieve the other party of any obligations under this Agreement, and any assignee, transferee, or delegate is considered the agent of that party. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.

17. CONFLICTS

Should a conflict arise regarding billing or quality of service, the parties shall prior to bringing a claim, action, suit, or proceeding in court, meet to attempt to resolve the issue within thirty (30) days of issue identification. Each party shall designate a representative authorized to negotiate a solution to the conflict. If the conflict cannot be resolved by the parties, the parties will submit the issue for mediation. Each party shall make a good-faith effort to resolve the conflict through mediation. If the conflict cannot be resolved by the parties through mediation.

18. GOVERNING LAW, JURISDICTION, VENUE & ATTORNEY FEES

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court of the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Each party shall be responsible for the party's attorney fees, costs, and disbursements at all times, including appeals.

19. WAIVER

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.

20. COUNTERPARTS.

This Agreement and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.

21. SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

22. NOTICES

Any notice required to be given to COG or MEMBER under this Agreement shall be sufficient if given, in writing, by first-class mail or in person as described in the signature block below.

23. SIGNATURES

This agreement and any changes, alterations, modifications, 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.

MID-WILLAMETTE VALLEY
COUNCIL OF GOVERNMENTS

CITY OF DAYTON

By: _____

Scott Dadson, Executive Director

Date: _____

Mid-Willamette Valley Council of Governments

By: _____

Printed Name & Title _____

Date: _____

City of Dayton

BILLING CONTACT FOR INVOICES

FOR COG

Amber Mathiesen

Finance Director

amathiesen@mwvcog.org

100 High Street SE Ste. 200

Salem, OR 97301

NOTICES

For COG:

Scott Dadson

Executive Director

sdadson@mwvcog.org

100 High Street SE

Salem, OR 97301

For MEMBER:

Name: _____

Title: _____

Email Address: _____

Mailing Address: _____

For MEMBER:

Name: _____

Title: _____

Email Address: _____

Mailing Address: _____

BEFORE THE BOARD OF DIRECTORS

FOR THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

In the matter of establishing rates for services provided member and other entities on a fee-for-service basis.

RESOLUTION 2024-08

WHEREAS, the Mid-Willamette Valley Council of Governments (COG) is an intergovernmental entity established by agreement among the participating jurisdictions pursuant to their home rule authority and ORS 190.019.

WHEREAS, the agreement establishing the COG and ORS 190.020 allows the COG to enter into intergovernmental agreements for the delivery of services to its member governments

WHEREAS, the COG presently offers a host of fee-for-service programs on a contractual basis with its member governments to include land use planning, housing rehabilitation loan administration, revolving loan program administration, legal services, executive recruiting, and other technical services; and

WHEREAS, the Board of Directors for the COG desires to set rates for such services that are affordable for members and recover the COG's costs of providing such services,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS:

That the following rates shall take effect for the COG's fee-for-service program beginning July 1, 2025, and ending June 30, 2026, unless sooner amended:

Member Services

		COG Member Rates	Affiliate Member Rates	Grant Contract Rates
Recruitment Services				
Population - Up to 1,000		\$ 9,400	\$ 10,300	
Population - 1,001 to 5,000		\$ 12,000	\$ 13,200	
Population - Over 5,000		\$ 16,100	\$ 17,700	
Background Check Services (per background check)		\$ 700	\$ 800	
Legal Services				
General Counsel Services	Per hour	\$ 200	\$ 220	
Hearings Officer Services	Per hour	\$ 300	\$ 330	
Strategic Planning/Goal Setting				
Evening/Half Day (4 hours)*		\$ 2,000	\$ 2,970	
One Day (8 Hours)*		\$ 4,000	\$ 5,940	
Evening Plus full day (10 hours)*		\$ 4,700	\$ 7,095	
* hourly rates apply thereafter				

Member Services (continued)

		COG Member Rates	Affiliate Member Rates	Grant Contract Rates
Staff Services				
Executive Director	per hour	\$ 154	\$ 226	\$ 231
Department Director	per hour	\$ 169	\$ 171	\$ 231
Loan Program Manager	per hour	\$ 145	\$ 179	\$ 198
Project Manager 2	per hour	\$ 145	\$ 138	\$ 198
Planner, Senior	per hour	\$ 133	\$ 132	\$ 182
Admin Services Coordinator	per hour	\$ 121	\$ 111	\$ 165
Accountant	per hour	\$ 121	\$ 111	\$ 165
Planner, Associate	per hour	\$ 121	\$ 129	\$ 165
Project Manager 1	per hour	\$ 121	\$ 120	\$ 165
Administrative Specialist	per hour	\$ 97	\$ 102	\$ 132
Planner, Assistant	per hour	\$ 97	\$ 92	\$ 132
Modeling Services				
Modeling Services Member Rate	per hour	\$ 160	\$ 160	
Modeling Services For Profit Rate	per hour	\$ 200	\$ 200	
Loan Underwriting , Packaging and Closing Services*				
*charged as per lender requirement		See contract	See contract	
Copy				
Black and White Copies (Each)		\$ 0.30	\$ 0.30	
Color Copies (Each)		\$ 1.00	\$ 0.90	
Regular Plots (Each)		\$ 42.00	\$ 42.00	
Image Plots (Each)		\$ 60.50	\$ 61.00	

Charges for services not described above may be developed as requests for service are received.

Affiliate and Business Partner Rates

	Individual / Non-Profit Affiliate
Cost	\$500
Eligibility	<ul style="list-style-type: none">i. Local governments outside of Marion, Polk and Yamhill countiesii. Individual: Available to public employees or employees of nonprofits who work regularly with COG.iii. Nonprofit: Non-profit regional organizations and statewide intergovernmental associations that either have government representation on their boards (i.e. SEDCOR, Travel Salem, LOC, AOC, OSBA) or that partner with the COG in the delivery of its programs and services (i.e. Boys and Girls Club)
Scope of Services	<ul style="list-style-type: none">i. Affiliates are eligible for fee-for-service community development, transportation planning and GIS programs and such other services as the Executive Director may deem appropriate based on available resources.ii. Affiliates are not eligible to participate in the COG's fee for service programs that are limited to Marion, Polk, and Yamhill local government entities (i.e. recruitments, strategic planning, etc.)

ADOPTED by the Board of Directors of the Mid-Willamette Valley Council of Governments at Salem, Oregon this 17th Day of December 2024.

ATTEST



Ian Davidson, Chair
COG Board of Directors


Scott Dadson (Dec 18, 2024 11:49 PST)

Scott Dadson
Executive Director









Resolution 2024-08 Establishing Rates for Fee-for-Service Programs

Final Audit Report

2024-12-18

Created:	2024-12-18
By:	Linda Hansen (lhansen@mwvcog.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAATWF5NQ_FimXSUFACTCP3BWR3pWVPnk5Y

"Resolution 2024-08 Establishing Rates for Fee-for-Service Programs" History

-  Document created by Linda Hansen (lhansen@mwvcog.org)
2024-12-18 - 7:30:35 PM GMT
-  Document emailed to Ian Davidson (ian.davidson@cherriots.org) for signature
2024-12-18 - 7:30:41 PM GMT
-  Document emailed to Scott Dadson (sdadson@mwvcog.org) for signature
2024-12-18 - 7:30:41 PM GMT
-  Email viewed by Scott Dadson (sdadson@mwvcog.org)
2024-12-18 - 7:49:35 PM GMT
-  Document e-signed by Scott Dadson (sdadson@mwvcog.org)
Signature Date: 2024-12-18 - 7:49:58 PM GMT - Time Source: server
-  Email viewed by Ian Davidson (ian.davidson@cherriots.org)
2024-12-18 - 11:03:36 PM GMT
-  Document e-signed by Ian Davidson (ian.davidson@cherriots.org)
Signature Date: 2024-12-18 - 11:12:31 PM GMT - Time Source: server
-  Agreement completed.
2024-12-18 - 11:12:31 PM GMT



MEMORANDUM

TO: Board of Directors
Mid-Willamette Valley Council of Governments

DATE: December 3, 2024

THRU: Scott Dadson
Executive Director

FROM: Amber Mathiesen
Finance Director

SUBJECT: Resolution No. 2024-08 Establishing Rates for Services for FY 2025-26

ISSUE

Should the Mid-Willamette Valley Council of Governments (COG) Board of Directors adopt the attached resolution establishing rates for fee-for-service programs FY 2025-26?

BACKGROUND

The COG, as an intergovernmental entity formed by agreement pursuant to ORS Chapter 190, has the authority to enter into intergovernmental agreements for the delivery of services to its member governments. The COG presently offers a host of fee-for-service programs on a contractual basis with its member governments, including, but not limited to, land use planning, housing rehabilitation loan administration, revolving loan program administration, legal services, executive recruiting, and other technical services.

As part of the budget setting process, the Board adopts a rate schedule annually that sets out the fees that the COG charges for services provided to member and non-member governments.

RECOMMENDATION

The Board adopt Resolution No. 2024-08 establishing rates for fee-for-service programs FY 2025-26.

DISCUSSION

The following discussion summarizes the analysis that staff used to arrive at the rates on the attached resolution to include:

- Any relevant historical context for the program or service and its associated rates;
- The assumptions and methodology staff used to arrive at the recommended rate;

- Where applicable, how the recommended rate compares with private sector rates for similar work; and
- Whether the proposed rate will generate revenue in excess of expenses, only recover costs, or result in a program loss (and if so, why that is advisable).

Member Services Rates

Recruiting Services. The rates set forth in the attached resolution are based on an analysis that averages the number of hours spent on this service over a five-year period and tiered by entity size. The rates are well below that which recruiters charge (which based on recent recruitments in the area are \$25,000 - \$35,000 per recruitment). However, the services conducted by recruiters is markedly different, in that recruiters offer a guarantee and will also actively recruit candidates (whereas the COG's service approximates the role of an internal Human Resources staff - a passive recruitment model). The anticipated net effect of the attached rates is to be both revenue and cost neutral based on a five-year average.

Legal Services. The COG began providing legal services in 2018. The attached resolution contains two rates for attorney services. The first is for General Council Legal Services at \$200 per hour and Hearings Officer services at a rate of \$300 per hour. Both rates are at or below what cities have historically paid for these services. In FY 2023-24 We had a legal subscription service, but we found this model was not profitable and did not break even, so we are not recommending repeating that program.

The COG's cost for providing this service is expected to be \$120 per hour starting July 1, 2025. On a strictly per-hour basis, this model results in a net revenue of \$107 per hour for attorney services. That net revenue goes to pay for the cost of legal services provided to the COG on internal matters. The anticipated net effect of the attached rates is to be revenue and cost neutral, with some potential for a net gain (depending on the degree to which the attorney is used for internal matters).

Strategic Planning / Goal Setting. The COG provides goal setting and strategic planning sessions through a contractor. The attached rates reflect the cost of the contractor. The net effect is to be both revenue and cost neutral.

Miscellaneous Services. The COG will occasionally provide additional member services on a fee for service basis. For example, members will contract with the COG to facilitate amendments to the city Charter, facilitate resolution of conflicts, or perform other studies within the skills and abilities of the Executive Director. The anticipated hourly cost for the Executive Director (including wages and benefits) is \$140. The anticipated hourly cost for administrative support is \$80. Staff recommends a rate of \$154 per hour for the Executive Director and \$88.00 per hour for the Administrative Support, which is the rate that most facilitators charge for similar services. Because the demand for this type of work is intermittent, it is difficult to accurately predict the revenue impact of this rate, but any revenue would be minimal.

Community Development Rates

Land Use Planning. The COG provides land use planning services on a contractual, hourly basis for over twenty (20) jurisdictions throughout the region. The current contracts are set to expire on June 30, 2025.

Contract work includes current planning, special planning projects and long-range planning work, such as updating comprehensive plans, buildable land inventories and UGB expansions, code updates, mapping, etc. and this work is often shared between the local jurisdiction and private sector (if we are not successful in securing grant sources).

The staff recommended rates are intended to recover costs, however, some rates have historically been lower than cost recovery. In these cases, we are raising these rates incrementally 10% this year, and similar increases in following years)to improve recovery over time.

A market rate analysis of other planning services consultants within the region shows that, at the recommended rates, the COG proposed FY24/25 in the mid-range of other planning consultants within the region.

Program attributes that sets the COG apart, in addition to our hourly services contracts, are:

- Direct representation of our local jurisdictions with an assigned planner they can become familiar with and develop firm relationships and understandings;
- Support from the Community Development program as a whole, including support from the Community Development Director, Housing Rehabilitation Specialist, Grant Administrator, and Small Business Loan Program staff; and
- Support from a total of seven (7) Community Development staff rather than a single land use planner providing office hours that can often serve as a siloed resource.

Grants Administration. COG staff also contract with cities and other local governments throughout the year for funding application assistance, administration of public infrastructure grants and loans, and/or income surveys or other tasks needed to ensure continued eligibility for various state and federal funding programs. The recommended rate will achieve full cost recovery for this program area and is well within market rates for similar services.

Housing Rehabilitation. Community Development staff support the Valley Development Initiatives (VDI) housing rehabilitation program and contracted hourly services to support housing rehabilitation program contracts for the cities of Jefferson, Mt. Angel, Scotts Mills, Silverton, and Woodburn who maintain their own housing funds and desire COG assistance with program administration. The recommended rate will achieve full cost recovery for this program area.

Other Economic Development Services. Community Development staff will occasionally provide other economic development services, such as urban renewal planning and other

economic development efforts as requested by member local governments to enhance the region. The recommended rates for these services will achieve full cost recovery for those activities.

Geographic Information Services (GIS) / Transportation Modeling Services Rates

The COG provides various technical GIS services to member governments to include:

- Updates of zoning and comprehensive plan maps as well as other maps needed for local land use planning services;
- Requested services of a local government, such as address mapping, or assistance with Census program participation (e.g. Boundary and Annexation Survey)
- Support to Yamhill County to maintain and update the county's online GIS web application;
- Services for the Salem-Keizer School District to maintain and update data layers, update and create maps of school boundaries, and maintain the district's online GIS web application (the Salem-Keizer School Finder), and other services requested by the district; and
- Mailing list GIS services for ODOT Region 2.

Modeling Services. On an infrequent basis (from two to four times per year), the COG transportation section will get requests for modeling forecasts from private sector companies (or their consultants) for projects associated with a private-sector land use development application. COG only provides this service only for the geographic area inside the SKATS MPO area. The proposed Transportation Modeling services hour charges of \$157/hour is higher than the "break-even" costs of \$110/hour for a Senior Planner- \$100/hour for an Associate Planner. In a typical year, the total amount of hours charge is less than 20 hours. Requests from our local governments within SKATS and ODOT for modeling forecasts and related outputs is not charged to those jurisdictions or ODOT since they provide local or state funds for matching the federal funds provided to the COG for SKATS.

Loan Program Service Rates

The loan program bills the individual loan programs for the time spent to market, underwrite, funding and servicing the loans. The recommended staff rates are expected to achieve full cost recovery when loans are funded. However, because many prospective lending opportunities are not pursued by the business borrowers and their participating lenders, for a variety of reasons beyond the control of the loan program staff, the time spent working on these prospective projects is not billable, so the time and costs are not recovered in instances when a loan does not fund. The costs of those activities are then borne by the carryover in program income from year to year, which derives from other program revenues.

The loan program budget is the aggregate revenues of each revenue source. For example, the SBA 504 program and the Oregon Business Development Fund generates income in excess of costs; the COG revolving loan fund and VDI loan programs fund most, to all of the revenues to

cover expenses and the contract lending services provided two cities and one county is subsidized by the other COG lending activities.

The COG's rates are well below market rates and that of other public sector lenders. A true private sector comparison is problematic because a lender would be reluctant to accept the liability risk and increased insurance costs inherent with a contract for lending services that are not core to the lender's activities. However, for comparison purposes assume the COG's rate for loan officer and program manager to be doubled to match private sector salaries (loan officer and team leader) and add a factor of plus 50% for indirect costs; the loan servicing rates would be increased by an indirect increase of 50%. Public sector comparisons are limited to other Councils of Governments in the State, which either are understaffed, do not have the software capacity, and are unable to provide lending services outside of their area of operations. Typically, these public entities have higher staff rates because of their individual burden rates/indirect costs in comparison to MWVCOG, as per our prior affiliation with jointly operated (three COGs) Certified Development Company.



100 HIGH STREET S.E., Suite 200 | SALEM, OREGON 97301 | www.mwvcog.org
T: 503.588.6177 | F: 503-588-6094 | E: mwvcog@mwvcog.org
An equal opportunity lender, provider, and employer

June 2, 2025

City of Dayton
jcaudle@daytonoregon.gov

Dear COG Member,

As you know, every spring, COG sends service contracts for the upcoming fiscal year. We have some important changes to share about our process and rates.

Streamlined Services Contracting Process

Historically, COG contracted with members for each type of service offered, creating multiple contracts that were identical except for the service description, requiring redundant efforts for members and COG. To create efficiencies where possible, last year, COG streamlined our contracting process by offering a Master Services Agreement (MSA), which was successful.

The MSA allows the COG and members to agree to the terms for the delivery and payment of services for all services that the member may request from COG during the fiscal year. This has reduced the processing time and cost for both the member and COG for contracts that are identical except for the service description.

Rate Changes

In December, the MWVCOG Board of Directors adopted Resolution 2024-08 setting the 2025-26 rates for our services. A description of all COG services is provided in the attached Local Services Plan. The rates were informed by a cost analysis conducted by the COG finance team, presented to the Board, and were set based on cost recovery principles. The new rates are attached as part of the Master Services Agreement.

Member Cost Recovery

In many cases, members are able to pass this cost on to developers or applicants who request planning services, either through direct billing or through the collection of fees. This is available for planning, legal, and GIS services. We would be glad to assist you with putting such a system in place if you do not already have such a means of recovering these costs or if you would like information on a full recovery fee schedule.


COG's Service Offerings

COG staff who are assigned to work with members are a great source of information for not only their own area of expertise but also other areas of expertise that a member may need. The combined knowledge and experience of the staff at COG ensure that members' needs can be met on a variety of projects and services. Please don't hesitate to speak with any of our staff about our array of services.

Please sign and return the enclosed contract by **June 30th**. If you have questions or wish to discuss this further, please feel free to contact any of our COG team.

We appreciate the opportunity to provide services to you and look forward to working with you in the coming years.

Sincerely,

A handwritten signature in black ink, appearing to be 'SD' followed by a long horizontal line.

Scott Dadson, MWVCOG Executive Director

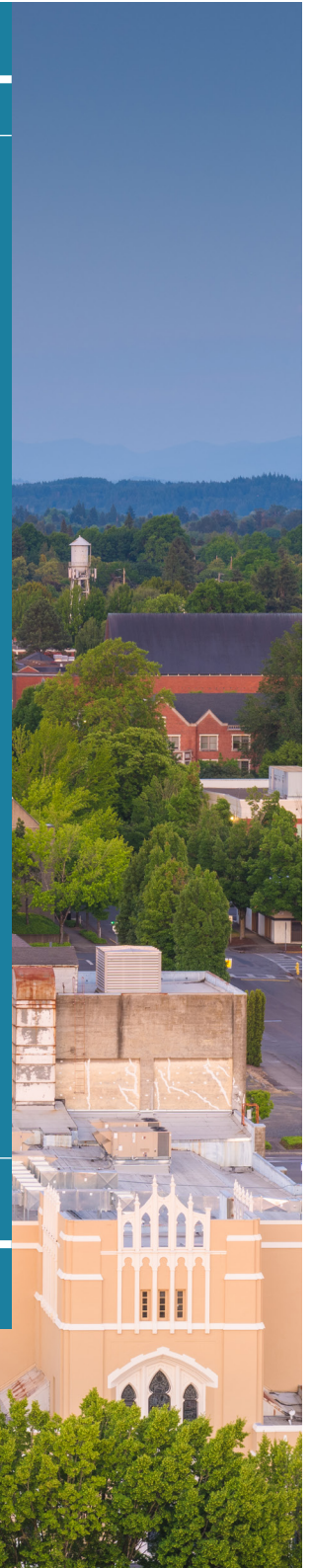


2025

Mid-Willamette Valley Council of Governments

Local Service Plan

100 HIGH ST. SE, STE. 200, SALEM, OR 97301



ABOUT

the Mid-Willamette Valley Council of Governments

MISSION

Our ongoing mission includes:

- Expanding interaction and improving dialogue among local units of government.
- “Convenorship” – enhancing collective awareness of major regional issues through seminars and workshops.
- Coordinating regional planning and development activities.
- Providing technical assistance and local services tailored to individual needs of member governments.

GOVERNMENT

The Mid-Willamette Valley Council of Governments operates under Oregon Revised Statute 190 and is governed by a representational Board comprised of an appointed Chair and 19 Board members. The Board exercises policy-making and legislative authority and is responsible for adopting the budget, appointing committees, and hiring the Executive Director.

The Executive Director and staff are responsible for carrying out the day-to-day operations of the MWVCOG.

The MWVCOG’s fiscal year begins July 1 and ends June 30. Current information about services, the 2024 annual report, and projects can be found online at www.mwvcog.org.

MEMBER SERVICES

The Council of Governments is proud to serve our members.
Core member programs include:



Promoting regional collaboration, cooperation and dialogue among local units of government.



Enhancing collective awareness of major regional issues, projects and activities through newsletters, meetings, seminars and workshops.



Providing staff support, technical assistance and local services tailored to the individual needs of Mid-Willamette Valley Council of Government member jurisdictions.



ADMINISTRATIVE SERVICES

MWVCOG provides a variety of services to support elected leadership and central office functions. These include facilitation, recruitments, finance and accounting, and legal services.



FACILITATION

Facilitation services are available for elected leadership as well as department level efforts. Services include council goal-setting sessions, community visioning, and strategic planning.



INTERIM SUPPORT

During leadership transitions in our member local governments, MWVCOG is able to source and provide interim support for city managers and administrators as well as other leadership positions.



RECRUITMENT

MWVCOG staff are available to provide recruitment services for city managers and administrators including;

- Develop a recruitment plan based on the Council's decisions.
- Meet with Council to draft a position profile.
- Finalize and place the position advertisements.
- Receive applications and send acknowledgment letters to all applicants
- Screen applications.
- Respond to inquiries from candidates during the recruitment process.
- Perform background/reference checks on finalist(s) chosen by the Council.
- Work with the Council in designing the interview process and questions.
- Facilitate the interview process.
- Send out regret letters to unsuccessful candidates at appropriate times.
- Assist in negotiating or reviewing an employment agreement in conjunction with the member's legal counsel.

ADMINISTRATIVE SERVICES



TRAINING FOR MEMBERS

- Ethics training.
- Records retention.
- New Planning Commissioner Training.
- Open Meeting Law training.
- GIS software training.



LEGAL SERVICES

MWVCOG provides experienced local government attorneys to provide legal services. Services include:

- Legal consultation and navigation to assist with answering day-to-day questions such as conduct of a public meeting, public records, or the interpretation of a code or legal requirement.
- Review and drafting of contracts, intergovernmental agreements, and other documents and legal instruments.
- Drafting resolutions, ordinances, and updates of municipal code sections as requested.
- Attendance at meetings as requested and coordinated with the designated member's attorney.
- Attendance at meetings requiring legal representation either accompanying member representatives, or as the designated member legal representative.
- Training of personnel and elected or appointed officials on legal issues.
- Hearings Officer services for nuisance code enforcement matters.
- Other legal services as requested, but not including, litigation, bond counsel, personnel and labor negotiations, city prosecutor, or other specialized attorney services.



FISCAL AND BUDGET ADMINISTRATION SERVICES

MWVCOG finance staff provide services to members for budgeting, accounting, payroll administration, financial reporting, cash management, insurance, investment oversight, fiscal records management, property management, analyses, and audit support.

TRANSPORTATION PLANNING AND GIS SERVICES

MWVCOG provides administrative services and staffing for the federally-designated Metropolitan Planning Organization (MPO) responsible for transportation planning in the Salem-Keizer-Turner area. Participants in SKATS are the City of Salem, City of Keizer, City of Turner, City of Aumsville, Marion County, Polk County, School District 24J, Salem Area Mass Transit District, and Oregon Department of Transportation (ODOT). SKATS also provides technical assistance for regional transportation studies in the SKATS boundary.

MWVCOG's Safe Routes to School program serves the Salem Keizer School District area using funding from transportation grants from ODOT, the SKATS TIP, and matching funds from the Salem Keizer School District.

MWVCOG provides support and assistance to the Mid-Willamette Area Commission on Transportation (MWACT) to facilitate discussion and develop consensus on transportation issues throughout the three county-area.

Other Transportation Services

- Transportation Systems Plans (TSPs) for cities and counties
- Facilitate adoption of TSPs
- Crash analysis and High Injury Network identification
- Travel modeling analysis

TRANSPORTATION PLANNING AND GIS SERVICES



GEOGRAPHIC INFORMATION SYSTEM AND DATA SERVICES

MWVCOG's Geographic Information System (GIS) services enable local governments to operate with visual insights and informed decision-making. Staff are experts in the use of spatial data analysis, advanced data tools and skilled methods to provide answers to vital questions, using the latest GIS development tools and database technology. Our services include mapping and geographic analysis, online web map development, support for land use planning, census data analysis, and helping agencies establish or expand GIS usage.

Current ongoing projects include:

- Online web map applications for Yamhill County Planning and the cities of Sheridan, Dundee, and Turner.
- Mobile data collection applications for Yamhill County Public Works and the Marion Soil and Water Conservation District.
- Attendance boundary maintenance for the Salem-Keizer School District.
- Quarterly building permit reports for the Salem-Keizer area.
- Zoning, comp plan, address, natural resources, and other maps for member cities.

Specific services include:

- Web map application development/hosting
- All types of mapping (planning, transportation, natural resources, etc.)
- Advanced geographic processes and analyses
- Mobile data collection application development
- Utility CAD data conversion
- Story Maps
- Arc HUB sites
- Custom data analysis

Tools for Public Engagement, Outreach, and Involvement:

- Visual scrolling stories of projects or plans
- Online Interactive Open House
- Web-based comment maps
- Shareable surveys
- Data Hub for information sharing and downloading
- Automated mailing lists for property owner notification

COMMUNITY AND ECONOMIC DEVELOPMENT SERVICES

Community and economic development services include land use planning, grant writing and administration, enterprise zone establishment and re-designation, main street programs, regional infrastructure and services projects, housing rehabilitation program management, small business lending, and economic development planning and activities.

Through its professional staff, MWVCOG provides a wide range of efficient and cost-effective centralized services, many of which are provided on an as-needed basis to jurisdictions which cannot afford a full-time planner, and other jurisdictions which need to supplement their resources.



LAND USE PLANNING

MWVCOG provides professional planners for land use planning services for current and long-range planning including land use applications, development code updates, Urban Growth Boundary (UGB) expansion, and related analysis.

Planning staff:

- Evaluate the full process of land use applications, development proposals or building permits, requiring preparation of appropriate public notices; evaluation of relevant data; interpretation of applicable laws, codes, and ordinances, make appropriate recommendations; and coordinate reviews and negotiations with other City departments.
- Identify and resolve critical issues affecting the feasibility and success of various development proposals and land use applications.
- Answer questions and provide information to the public on land use, sign, and public nuisance regulations; investigate complaints and recommend corrective action as necessary to resolve concerns regarding the City's land use code.
- Prepare staff reports for the City Council and Planning Commission, Hearings Official, and other committees and advisory boards; create presentations as required.
- Lead and participate in pre-application conferences with project teams.
- Confer with and advise engineers, surveyors, developers, architects, attorneys, landscape architects and the public regarding City development requirements and planning policies and standards. Ensure coordination with City's response on land use applications, zoning, and other planning related matters; negotiate and resolve related conflicts that arise.

COMMUNITY AND ECONOMIC DEVELOPMENT SERVICES



LAND USE PLANNING

Continued

- Serve as project manager or staff team member on complex land use applications and studies.
- Conduct plan review on residential, multifamily, and commercial plans for zoning development standards, such as building design, setbacks, bicycle and motor vehicle parking, and landscaping.
- Research and draft ordinances to amend the zoning and other land use development ordinances; evaluate amendments to the comprehensive plan or neighborhood plans.
- Conduct presentations regarding general planning issues, or specialized planning policies and procedures to neighborhood groups, educational, civic, and professional organizations.



GRANTS AND FUNDING APPLICATION PREPARATION, SUBMISSION, AND ADMINISTRATION

MWVCOG grant administration staff monitors, identifies and notifies member governments of grant and other funding opportunities. Staff meet with our members to identify future funding needs annually, develop funding proposals for submission, and administer grants including portal management, draws, environmental reviews and wage monitoring, and complete reports to comply with grant requirements. These services ensure future eligibility for state and federal grants and loans by helping members with regulatory compliance in managing projects.



HOUSING REHABILITATION SERVICES

MWVCOG provides specialized assistance to members with management and administration of housing rehabilitation programs and funds. Through the HUD Community Development Block Grant (CDBG) Program, these funds provide loans or grants to low and moderate-income homeowners for home repairs, often requiring extensive regulatory compliance and specialized management on the part of funded cities. Due to regulatory changes, it is advantageous for many cities to assign these CDBG funds to Valley Development Initiatives, a regional non-profit corporation, for long term management. MWVCOG provides staff services to Valley Development Initiatives (VDI) under contract.

COMMUNITY AND ECONOMIC DEVELOPMENT SERVICES

Community and economic development services include land use planning, state and federal infrastructure grant proposal development, submission and administration, housing rehabilitation program management, small business lending, and economic development planning and activities.



ECONOMIC DEVELOPMENT

MWVCOG coordinates and provides staff support to the activities of the Mid-Willamette Valley Community Development Partnership, an advisory Board consisting of 29 members consisting of both local elected officials and private sector representatives. The Partnership provides policy direction for the regional economic development planning program. This program is supported by Economic Development Administration (EDA) federal funds and MWVCOG and Economic Development District dues.

With funding from HB 3395, MWVCOG provides economic development services such as funding proposal development and submission for regional water collaboration projects, transportation, wastewater, and streets master plan updates, design and engineering to support housing production. With EDA assistance, MWVCOG provides economic development services such as brownfield assessment and remediation, regional main street collaborations, urban renewal planning and construction projects, mapping, infrastructure and employment land inventories, participation in regional economic development activities and meetings, and continued services as the Economic Development District to ensure eligibility for EDA funding and opportunities.



FIDUCIARY FUNDS

MWVCOG offers fiscal agent services for members. As an example, MWVCOG provides fiscal agent services under an agreement with the Marion Cultural Development Corporation in which donations are received and held, pending disbursement instructions from the corporation.

BUSINESS LENDING AND REVOLVING LOAN FUND SERVICES



REVOLVING LOAN FUND ADMINISTRATION

MWVCOG staff provide revolving loan fund administration services for members.



BUSINESS LENDING

MWVCOG operates a regional loan program to help finance business facilities. This Revolving Loan Fund (RLF) program was capitalized by grants from the U.S. Economic Development Administration (EDA), member governments, and the Regional Investment Program.

MWVCOG has intermediary relationships with the United States Department of Agriculture (USDA), the Oregon Business Development Corporation, CCD Business Development Corporation, and Business Oregon to provide loan packaging services.

Under contract with Valley Development Initiatives, MWVCOG provides staff support and fiscal services to administer an Intermediary Relending Program from the USDA Rural Business Development Loan Program and the Small Business Administration (SBA) Intermediary Lending Pilot (ILP) Program.

Valley Development Initiatives serves as a Community Advantage lender under the SBA 7a guaranty loan program. With this program Valley Development Initiatives can lend to eligible borrowers and receive an SBA guaranty for a portion of the loan, later selling the guaranteed portion to secondary market pools, receiving a premium on the sale and servicing income and income generated from the non-guaranteed portion of each loan. The Community Advantage program assists businesses that cannot find financing elsewhere but are creditworthy.

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To: Honorable Mayor and City Councilors

From: Jeremy Caudle, City Manager

Issue: Consideration of "Loan Agreement" in the amount of \$75,100 with Twin Towers, LLC at 0% interest for stormwater drain replacement.

Date: June 16, 2025

Background and Information:

The Merchant Block development is currently operating under a temporary certificate of occupancy. A final certificate cannot be issued until a collapsed stormwater line—located in the public right-of-way adjacent to the property—is repaired. The line is nonfunctional in several areas and cannot convey runoff to the ditch along Dayton Highway as required.

Staff reviewed the land use decision, approved construction plans, and applicable Public Works Standards to determine who bears responsibility for the repair. While the developer was required to inspect the line via video (as outlined in Condition of Approval #15), there is no explicit requirement that they repair or replace the existing infrastructure. Based on this and legal review, staff concluded that the current land use decision does not clearly assign responsibility for existing public stormwater infrastructure, even when directly impacting a development project.

Although the City typically expects developers to upgrade infrastructure where it directly supports their project, the absence of clear and specific language assigning that responsibility in this case limits the City's ability to require the developer to fund the repairs. This highlights an area for improvement in how infrastructure obligations are addressed in future land use approvals—specifically, the need to more clearly define maintenance and upgrade responsibilities for existing systems.

The developer has declined to contribute financially to the repair, asserting that the infrastructure failure predates the development and is within the public right-of-way. Rather than delaying occupancy or pursuing other remedies, the developer has offered to finance the full cost of repairs—\$75,100—through a 0% interest agreement. This amount reflects the lowest of three quotes obtained for the work. Public Works is currently verifying whether the quoted price remains valid.

Funding to repay the financing agreement is included in the FY 2025-26 budget through the newly created Storm Water Fund, which is supported by a new utility fee. This fund is intended to support ongoing stormwater maintenance and capital improvements across the system.

Approval of the financing agreement will allow the repair to proceed and enable the project to move toward final occupancy.

For reference, the applicable language from the Planning Commission's "Notice of Decision" is below. This is from File Numbers SDR 2022-06, MAJVAR 22-07, and HIST 22-05, all approved on August 11, 2022.

15. The Developer shall provide storm drainage for all buildings & improvements conforming to the requirements of the PWDS. The storm drainage plan shall be designed to accommodate roof and foundation drains, and shall convey storm water runoff to an approved point of disposal. The developer will need to verify to Public Works (via TV inspection or similar) that the existing storm line from the connection point to the downstream ditch is clean and clear of debris, or have the existing line cleaned out to ensure that it can accommodate the stormwater flows from the development. Any required storm improvements must be completed, tested and accepted (and the mainline cleaned if necessary) prior to occupancy permits being issued for the new uses in the existing buildings. Private storm lines parallel with streets/alleys shall be located outside of the public right-of-way.

City Manager Recommendation: Approve the financing agreement.

Potential Motion: "I move to approve the financing agreement with Twin Towers LLC in the amount of \$75,100 at 0% interest for the purpose of repairing the stormwater line serving the Merchant Block property, and to authorize the City Manager to execute the agreement."

Council Options:

1. Approve the financing agreement as presented
Authorize the City to enter into a 0% interest financing agreement with Twin Towers LLC in the amount of \$75,100 to fund the stormwater line repair. This action would also authorize execution of the selected contractor quote and adoption of the associated supplemental budget. Interest is at 0% if repaid within 3 years.
2. Decline to approve the financing agreement and provide alternative direction
Council may choose not to approve the agreement and instead direct staff to identify an alternate funding source, renegotiate terms with the developer, or pursue a different resolution strategy (e.g., City-funded repairs without developer financing, legal review of responsibility, etc.).
3. Request modification or delay action pending additional information
Council may request changes to the agreement terms, defer approval until contractor quotes are confirmed, or ask staff to return with more information regarding legal responsibilities, funding options, or long-term policy implications.

**RESOLUTION NO. 24/25-23
CITY OF DAYTON, OREGON**

A Resolution Authorizing the City Manager to Enter into a Loan Agreement with Twin Towers to Complete the HWY 221 Stormwater Drain Line Replacement.

WHEREAS, the City of Dayton desires to enter into a loan agreement with Twin Towers LLC to fund the stormwater drain line replacement that collapsed on HWY 221; and

WHEREAS, the City does not currently have the funding necessary to complete this project; and

WHEREAS, the City negotiated this loan with Twin Towers LLC to fund the completion of the stormwater drain line replacement project.

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

- 1) **THAT** the City Manger is authorized to execute loan documents with Twin Towers LLC for \$75,100, attached hereto as Exhibit A and made part of hereof, on behalf of the City of Dayton, which will be bound by its terms.
- 2) **THAT** this resolution shall be effective following its adoption.

ADOPTED this 16th day of June 2025.

In favor:

Opposed:

Absent:

Abstained:

Annette Frank, Mayor

Date Signed

ATTEST:

Rocio Vargas, City Recorder

Date of Enactment

Attached: Exhibit A

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LOAN AGREEMENT

THIS LOAN AGREEMENT (this "**Agreement**"), is entered into and effective as of April ____, 2025 by and between **THE CITY OF DAYTON, OREGON** ("**Borrower**"); and **TWIN TOWERS, LLC**, an Oregon limited liability company ("**Lender**").

Recitals

- A. Borrower is a municipality in Yamhill County, Oregon.
- B. Borrower is performing certain stormwater pipe repairs and replacement (the "**Project**") in connection with certain development and redevelopment activities of Lender within the City of Dayton, Oregon.
- C. To finance the Project (as defined below), Lender has agreed to provide a loan of up to Seventy-five thousand one hundred (\$75,100.00) (the "**Loan**") to Borrower. The Loan will be advanced to Borrower by Lender in accordance with the terms hereof.
- D. The Loan shall be evidenced by the Note.

Agreements

NOW, THEREFORE, the parties hereto, in consideration of their mutual covenants hereinafter set forth and intending to be legally bound hereby, agree as follows:

1. DEFINITIONS. In addition to the terms defined in the Recitals, above, as used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

"**Business Day**" means any day except a Saturday, Sunday or any other day on which commercial banks in Oregon are authorized or required by law to close.

"**Event of Default**" has the meaning given such term in Section 7 herein.

"**Loan Advances**" means one or more advances of proceeds of the Loan to Borrower pursuant to this Agreement.

"**Note**" means the Note issued pursuant to Section 2.03 herein and any exchanges therefor, replacements thereof or modifications, extensions and renewals thereof.

"**Obligations**" means the aggregate, without duplication, of all of the following, whether absolute or contingent, matured or unmatured, direct or indirect, choate or inchoate, sole, joint, several or joint and several, similar or dissimilar, related or unrelated, due or to become due, heretofore or hereafter contracted or acquired: (i) Borrower's obligations under the Note; and (ii) all obligations and liabilities of Borrower hereunder.

"**Person**" means any natural person, corporation, unincorporated organization, trust, joint-stock company, joint venture, association, company, limited or general partnership, any government or any agency or political subdivision of any government, or any other entity or organization.

"**Termination Date**" means the earlier to occur of (i) March 28, 2028, or (ii) the date on which the Loan shall be otherwise terminated pursuant to Section 7 herein.

2. COMMITMENT.

Section 2.01 Loan. Lender agrees, on the terms and conditions of this Agreement, to make Loan Advances to Borrower during the period from and including the date hereof, to and up to, but excluding, the Termination Date, in an aggregate principal amount at any one time outstanding up to, but not exceeding, the amount of the Loan. Subject to the terms of this Agreement, during the period from the date hereof to and up to, but excluding, the Termination Date, Borrower may borrow the amount described in this Section 2.01 solely for the purpose of carrying out the Project.

Section 2.02 Borrowings.

(a) Notice. Borrower shall give Lender advance notice as hereinafter provided of each borrowing under Section 2.01, which shall specify (i) the aggregate amount of such borrowing, and (ii) the date of the Loan Advance to be borrowed;

(b) Funding. Lender shall make available the amount of the Loan Advance to be made by it on such date to Borrower in immediately available funds.

Section 2.03 Note. The Loan made by Lender shall be evidenced by the Note, dated the date hereof, payable to the order of Lender in the principal amount equal to the Loan.

Section 2.04 Prepayments. Prepayments of the Loan shall be without premium or penalty.

3. REPAYMENT OF LOAN.

Section 3.01 Maturity. The outstanding principal of this Note, together with any accrued but unpaid interest thereon and all other amounts payable hereunder, shall be due and payable on the Termination Date.

Section 3.02 Interest. Interest shall accrue on the unpaid principal amount of this Note from the date hereof at the rate of 0% per annum, so long as the Loan is fully repaid on or before the Termination Date. If not so paid, Interest shall accrue on the unpaid principal amount of this Note from the date hereof at the rate of 6% per annum compounded annually, until the principal amount hereof and all accrued and unpaid interest shall have been paid in full.

4. METHOD OF PAYMENTS; COMPUTATIONS; ETC.

Except to the extent otherwise provided herein, all payments of principal and other amounts to be made by Borrower under this Agreement and the Note shall be made in Dollars, in immediately available funds, to Lender at such account as Lender shall specify by notice to Borrower from time to time. Such payments shall be made without (to the fullest extent permitted by applicable law) defense, set-off or counterclaim. If the due date of any payment under this Agreement or the Note would otherwise fall on a day which is not a Business Day such date shall be extended to the next succeeding Business Day.

5. CONDITIONS PRECEDENT.

Section 5.01 Conditions to Loans. The obligation of Lender to make Loan Advances to Borrower upon the occasion of each borrowing hereunder is subject to the further conditions precedent that, as of the date of such Loan Advances and after giving effect thereto:

(a) No Event of Default shall have occurred and be continuing; and

(b) Receipt by Lender of a draw request substantially in the form of Exhibit A attached hereto.

Section 5.02 Conditions Precedent for the Benefit of Lender. All conditions precedent to the obligations of Lender to make any Loan Advance are imposed hereby solely for the benefit of Lender, and no other Person shall require satisfaction of any such condition precedent or be entitled to assume that Lender will refuse to make any Loan Advance in the absence of strict compliance with such conditions precedent.

Section 5.03 No Waiver. No waiver of any condition precedent shall preclude Lender from requiring such condition to be met prior to making any subsequent Loan Advance or preclude Lender from thereafter declaring that the failure of Borrower to satisfy such condition precedent constitutes an Event of Default.

6. COVENANTS.

Borrower covenants to Lender that all proceeds of the Loan shall be used exclusively for funding of the Project.

7. DEFAULT.

Section 7.01 Events of Default. Subject to the terms of Section 7.02 below regarding notice and cure, an Event of Default shall mean the occurrence or existence of one or more of the following events or conditions (whatever the reason for such Event of Default and whether voluntary, involuntary or effected by operation of law):

(a) Failure to Pay Principal. Borrower fails to pay any installment of principal of the Note when due and payable (whether at maturity, by notice of intention to prepay, or otherwise);

(b) Breach of Covenants. Borrower fails to observe or perform any covenant or agreement contained herein; or

(c) Bankruptcy, Etc. Borrower shall make an assignment for the benefit of creditors, shall file a petition in bankruptcy, shall be adjudicated insolvent or bankrupt, shall petition or apply to any tribunal for any receiver or trustee, shall commence any proceeding relating to itself under any bankruptcy, reorganization or readjustment of debt law or statute of any jurisdiction, shall have commenced against it any such proceeding which remains undismissed for a period of thirty (30) days, shall indicate its consent to, approval of or acquiescence in any such proceeding or shall suffer the appointment of any receiver of or trustee for Borrower or any substantial part of its respective property which shall continue undischarged for a period of thirty (30) days.

Section 7.02 Consequences of an Event of Default. If an Event of Default specified in Section 7.01 hereof shall occur and be continuing or shall exist, Lender shall be under no further obligation to make Loan Advances hereunder and may declare the unpaid principal amount of the Note, and all other amounts owing by Borrower hereunder or under the Note to be immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived, an action therefor shall immediately accrue and Lender shall have the right to exercise any or all remedies available under applicable law provided, however, that Borrower shall have five (5) days from the date due

to cure any monetary default, and thirty (30) days after the occurrence of any nonmonetary default to cure such default, provided that Lender shall give notice to Borrower of any nonmonetary default.

Section 7.03 Preservation of Rights. No delay or omission of Lender to exercise any right shall impair such right or be construed to be a waiver of any default or Event of Default or an acquiescence therein, and the making of a Loan Advance notwithstanding the existence of a default or Event of Default or the inability of Borrower to satisfy the conditions precedent to such Loan Advance shall not constitute any waiver or acquiescence. Any single or partial exercise of any such right shall not preclude other or further exercise thereof or the exercise of any other right, and no waiver, amendment or other variation of the terms, conditions or provisions of this Agreement whatsoever shall be valid unless in writing signed by Lender, and then only to the extent in such writing specifically set forth.

8. MISCELLANEOUS.

Section 8.01 Further Assurances. From time to time upon the request of Lender, Borrower shall promptly and duly execute, acknowledge and deliver any and all such further instruments and documents as Lender may reasonably deem necessary or desirable to confirm this Agreement.

Section 8.02 Amendments and Waivers. Upon the agreement of Lender and Borrower, such parties may from time to time enter into agreements amending, modifying or supplementing this Agreement or the Note or changing the rights of Lender or of Borrower hereunder or thereunder, and Lender may from time to time grant waivers or consents to a departure from the due performance of the obligations of Borrower hereunder or thereunder.

Section 8.03 No Implied Waiver; Cumulative Remedies. No course of dealing and no delay or failure of Lender in exercising any right, power or privilege under this Agreement or the Note shall affect any other or future exercise thereof or exercise of any other right, power or privilege; nor shall any single or partial exercise of any such right, power or privilege or any abandonment or discontinuance of steps to enforce such a right, power or privilege preclude any further exercise thereof or of any other right, power or privilege.

Section 8.04 Notices. All notices, requests, demands, directions and other communications (collectively "notices") under the provisions of this Agreement shall be in writing (including telecopied communication) unless otherwise expressly permitted hereunder and shall be sent by certified mail, return receipt requested, or overnight air courier, or by telecopy with confirmation in writing, in all cases with postage or charges prepaid, and any such properly given notice shall be effective when received. All notices shall be sent to the applicable party addressed:

If to Lender:

Twin Towers, LLC
7401 SW Washo Court, Suite 200
Tualatin, OR 97062
Attention: Wayne Marschall

If to Borrower:

City of Dayton
416 Ferry Street

Dayton, OR 97114
Attention: City Manager

or in accordance with the last unrevoked written direction from any party to the other party hereto.

Section 8.05 Severability. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

Section 8.06 Governing Law. This Agreement and the Note shall be deemed to be contracts under the law of the State of Oregon and for all purposes shall be governed by and construed and enforced in accordance with the laws thereof.

Section 8.07 Prior Understandings. This Agreement supersedes all prior understandings and agreements, whether written or oral, among the parties hereto relating to the transactions provided for herein.

Section 8.08 Duration; Survival. All covenants and agreements of Borrower contained herein shall continue in full force and effect from and after the date hereof so long as it may borrow hereunder and until payment in full of the Note.

Section 8.09 Counterparts. To facilitate execution, this Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of facilitating the execution of this Agreement, (a) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts and (b) a scanned, electronic, or digital signature shall be deemed to be an original signature. All executed counterparts of this Agreement shall be deemed to be originals, but all such counterparts taken together shall constitute one and the same agreement.

Section 8.10 No Joint Venture. Nothing contained in this Agreement shall create a partnership or joint venture or principal relationship between Borrower and Lender, or cause Lender to be liable in any way for the debts or obligations of Borrower or any other party.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Loan Agreement as of the date first above written.

LENDER:

TWIN TOWERS, LLC,
an Oregon limited liability company

By: _____
Wayne Marschall, Manager

BORROWER:

THE CITY OF DAYTON, OREGON

By: _____
Jeremy Caudle, City Manager

EXHIBIT A
REQUEST FOR DRAW

To: TWIN TOWERS, LLC (the "**Lender**")

This Request for Draw is made pursuant to Section 2.02(b) of the Loan Agreement dated as of April __, 2025 (the "**Loan Agreement**") between Lender and the undersigned Borrower. Capitalized terms used herein shall have the meanings specified for them in the Loan Agreement. Lender is hereby authorized and directed to advance funds as specified in Schedule A attached hereto and incorporated herein by this reference. Schedule A sets forth the payee, the amount to be paid and the obligation to which the payment relates.

The undersigned authorized representative of Borrower hereby certifies to you (based solely upon information provided to Borrower in connection with the amount for which payment is hereby requested, as follows:

1. The obligations set forth in Schedule A are properly allocable to the cost and expenses of the Project.

2. The amounts hereby requested shall be used solely for the purposes set forth in Schedule A and Lender is hereby directed to advance funds to the specified account of Borrower in the aggregate amount set forth in Schedule A, for further disbursement to the payees.

THE CITY OF DAYTON, OREGON

Dated: _____

By: _____
Jeremy Caudle, City Manager

SCHEDULE A

\$ \$75,100 Amount Description of Obligation

Leo's Excavating & Trucking, Inc.

7520 NW Soda Springs Rd.
Gales Creek, OR 97117

Quote

DATE

12/23/2024

QUOTE TO

City of Dayton

QUOTE

AMOUNT

STORM REPLACEMENT ON THIRD STREET

EXCAVATION INCLUDING LABOR AND TRUCKING
MATERIALS ROCK PIPE CATCH BASIN
PAVING AND CONCRETE REPLACEMENT

30,750.00
21,300.00
13,600.00

TRAFFIC CONTROL OR DUMP FEES

9,500.00

JOB IS BID AS PREVAILING WAGE

TERMS: This quote expires in 45 from date posted.

THANK YOU, LEO HESSELGESSER

QUOTE BALANCE \$75,150.00

Phone: 503 758-5748
E-Mail: leosexcavating@gmail.com

PROMISSORY NOTE

\$75,100

April 4, 2025

FOR VALUE RECEIVED, **THE CITY OF DAYTON, OREGON** ("**Maker**") with offices at 416 Ferry Street, Dayton, OR 97114, hereby promises to pay to the order of **TWIN TOWERS, LLC**, an Oregon limited liability company, with mailing address at 7401 SW Washo Court, Suite 200, Tualatin, OR 97062 ("**Lender**") at the offices of Lender or at such other place as Lender shall designate in writing, the principal amount of up to **\$75,100**, or so much thereof as may be disbursed pursuant to this Affiliate Note (the "**Note**") in lawful money of the United States of America, with principal to be paid as set forth below.

1. **Disbursement.** This Note is issued pursuant to the terms of that certain Loan Agreement of even date herewith (the "**Loan Agreement**") by and between Maker and Lender. Lender agrees to disburse loan proceeds thereunder to Maker at the time or times, and in the amounts, required under Section 2 of the Loan Agreement. Each disbursement shall be duly recorded by Lender on **Exhibit A** attached hereto.

2. **Interest.** The Note shall accrue interest from the date hereof at the rate of 0% per annum, so long as the Loan is fully repaid on or before the Termination Date. If not so paid, Interest shall accrue on the unpaid principal amount of this Note from the date hereof at the rate of 6% per annum compounded annually, until the principal amount hereof and all accrued and unpaid interest shall have been paid in full.

3. **Repayment; Maturity.** All payments of amounts due shall be made in accordance with the terms of the Loan Agreement, provided, that the entire unpaid principal amount hereof, together with all interest accrued and any other amounts payable hereunder, shall be due and payable on the "Termination Date" as set forth in Section 3.01 of the Loan Agreement.

4. **Events of Default.** Subject to any applicable notice and cure periods, each of the following shall constitute an event of default hereunder (an "**Event of Default**"): (a) the failure of Maker to make any payment of principal hereunder when due and payable, or (b) the occurrence of any Event of Default under Loan Agreement of even date herewith by and among Maker and Lender.

5. **Remedies.** If an Event of Default, as defined hereunder, exists, Lender may exercise any right, power or remedy permitted by law or as set forth herein and, without limiting the generality of the foregoing, Lender shall thereupon have the right to declare the entire unpaid principal amount hereof, and all other sums secured by this Note to be, and such principal, and other sums shall thereupon become, forthwith due and payable.

6. **Rights Cumulative.** The rights and remedies of Lender as provided herein shall be cumulative and concurrent, and may be pursued singly, successively or together against Maker, at the sole discretion of Lender; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same. Lender shall not by any act of omission or commission be deemed to waive any of its rights or remedies under this Note unless such waiver is in writing and signed by Lender, and then only to the extent specifically set forth therein; and a waiver of one event shall not be construed as continuing or as a bar to or waiver of such right or remedy on a subsequent event.

7. **No Registration; Non-Tradeable.** This Note has not been registered under the Securities Act of 1933, 15 U.S.C. §77, *et seq.* and is not tradeable on any securities exchange.

8. **Waivers.** Maker expressly waives presentment for payment, demand, notice of dishonor, protest, notice of protest, diligence of collection, and (except as otherwise expressly provided herein to the contrary) any other notice of any kind, and hereby consents to any number of renewals and extensions of time of payment hereof, which renewals and extensions shall not affect the liability of any party hereto. Maker further agrees that Lender may accept, by way of compromise or settlement, from any one or more of the parties liable hereunder a sum or sums less than the amount of this Note and may give releases to such parties without affecting the liability of any other party for the unpaid balance. Any such renewals or extensions may be made and any such partial payments accepted, or releases given without notice to any such party. Maker hereby waives and releases all errors, defects and imperfections in any proceedings instituted by Lender under the terms of this Note, as well as all benefit that might accrue to Maker by virtue of any present or future laws exempting any property, real, personal or mixed, or any part of the proceeds arising from any sale of such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment. Maker agrees that any real estate that may be levied upon pursuant to a judgment obtained by virtue hereof, or upon any writ of execution issued thereon, may be sold upon any such writ in whole or in part in any order desired by Lender.

9. **Modifications.** This Note may not be changed orally, but only by an agreement in writing signed by Maker and Lender.

10. **Governing Law.** This Note shall be governed by and construed according to the law of the State of Oregon.

11. **Headings.** The headings preceding the text of the paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Note nor shall they affect its meaning, construction or effect.

12. **Severability.** If any provision of this Note or the application thereof is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall not be affected thereby, and each provision of this Note shall be fully valid and enforceable permitted by law.

IN WITNESS WHEREOF, Maker has caused this Affiliate Note to be duly executed the day and year first above written.

MAKER:

THE CITY OF DAYTON, OREGON

By: _____
Jeremy Caudle, City Manager

EXHIBIT A

LOAN DISBURSEMENTS

	Date of Disbursement	Amount	Purpose
1)		\$75,100.00	Stormwater Drain Replacement

To: Honorable Mayor and City Councilors
From: Jeremy Caudle, City Manager
Issue: Approve CIS quote for property/liability insurances for FY 25/26
Date: June 16, 2025

Background and Information: The City obtains insurance from CIS for its property and liability coverages. Since the amount is over the City Manager's \$50,000 purchasing authority, staff request City Council approval of the quote.

The increase is around 29% compared to current premiums. Much of this increase is due to the addition of the \$6.3 million pedestrian bridge. Other drivers for this increase are increased valuations from the appraisal, annual trending of non-appraised properties, and a 5.6% increase in the cost of insurance services.

City Manager Recommendation: Approve the quote and authorize the City Manager to sign.

Potential Motion: "I move to approve the June 10, 2025, quote for property and liability insurance coverage through CIS in the amount of \$89,570.13 and to authorize the City Manager to sign."

Council Options:

N/A

Property and/or Liability Proposal Summary



citycounty insurance services
cisoregon.org

Named Member
City of Dayton
PO Box 339
Dayton, OR 97114

Agent of Record
Hagan Hamilton Insurance, Inc.
PO Box 847
McMinnville, OR 97128

Proposal Date: 6/10/2025
Member Number: 10049
Effective Date: 7/1/2025
Termination Date: 7/1/2026

This is not an invoice. Information Only.

Coverage	Description	Amount	Total
General Liability - Standard Plan	Contribution Limit: \$10,000,000	\$22,916.52	
	Multi-Line Credit	(\$1,145.83)	
			\$21,770.69
Auto Liability - Standard Plan	Contribution	\$3,779.27	
	Multi-Line Credit	(\$188.96)	
			\$3,590.31
Auto Physical Damage	Contribution	\$5,335.70	
	Multi-Line Credit	(\$266.79)	
			\$5,068.92
Property	Contribution	\$60,484.43	
	Multi-Line Credit	(\$3,024.22)	
			\$57,460.21
Optional Excess Liability	Not Purchased		\$0.00
Optional Excess Quake	Not Purchased		\$0.00
Optional Excess Flood	Not Purchased		\$0.00
Optional Excess Crime	Contribution	\$480.00	
			\$480.00
Optional Cyber Security	Contribution	\$1,200.00	
			\$1,200.00
Optional Excess Cyber Security	Not Purchased		\$0.00
Difference in Conditions	Not Purchased		\$0.00
Summary			
	Contribution	\$94,195.93	
	Multi-Line Credit	(\$4,625.80)	

This is not an invoice. Information Only.

\$89,570.13

CIS Public Entity Liability Coverage Proposal



citycounty insurance services
cisoregon.org

Proposal Date: 6/10/2025

Coverage Period: 7/1/2025 to 7/1/2026

Named Member

City of Dayton
PO Box 339
Dayton, OR 97114

Agent of Record

Hagan Hamilton Insurance, Inc.
PO Box 847
McMinnville, OR 97128

This Proposal Does Not Bind Coverage

Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage*	Per Occurrence	Annual Aggregate	Per Occurrence Deductible / SIR*	Agg/Retro Deductible
Public Entity Liability Coverage (Including Auto Liability) as described in CIS General & Auto Liability Coverage Agreement	\$200,000	\$600,000	NONE	None

Forms Applicable: CIS General & Auto Liability Coverage Agreement - CIS GL/AL (7/1/2025)

Coverage*	Per Occurrence	Annual Aggregate		
Excess Public Entity Liability Coverage as described in the CIS Excess Liability Coverage Agreement (limits shown are excess of primary coverage limits)	\$9,800,000	\$29,400,000		

Forms Applicable: CIS Excess Liability Coverage Agreement - CIS XS/GL (7/1/2025)

Coverage*	Per Occurrence	Annual Aggregate		
Additional layer of Excess Liability (General and Auto Liability)	Not Purchased	Not Purchased		

*Refer to the CIS General & Auto Liability Coverage Agreement and CIS Excess Liability Coverage Agreement and endorsements (if any) for detailed coverages, special deductibles, limits, sublimits, exclusions, and conditions that may apply.

Excess Liability Coverage does not provide Uninsured Motorist coverage.

Coverage	Contribution
General Liability	\$22,916.52
Auto Liability	\$3,779.27
Excess Liability	\$0.00
Liability Total	\$26,695.79

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: _____
Authorized Representative / Agent

Date: _____

Auto Physical Damage Coverage Proposal



citycounty insurance services
cisoregon.org

Proposal Date: 6/10/2025 Coverage Period: 7/1/2025 to 7/1/2026

Named Member
City of Dayton
PO Box 339
Dayton, OR 97114

Agent of Record
Hagan Hamilton Insurance, Inc.
PO Box 847
McMinnville, OR 97128

This Proposal Does Not Bind Coverage
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Autos Covered*	Coverage Limit	Comprehensive Deductible	Collision Deductible	Contribution
Scheduled Autos	Per Schedule**	Per Schedule**	Per Schedule**	\$5,335.70
Rented or Leased Autos (60 days or less)	ACV Not to Exceed \$100,000	\$100	\$500	Included
Newly Acquired Autos	Included	\$100	\$500	Included

*This represents only a summary of coverages. Please refer to CIS Auto Physical Damage Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

Total Contribution: \$5,335.70
Forms Applicable: CIS Auto Physical Damage Coverage Agreement - CIS APD (7/1/2025)
**Current CIS Auto Schedule

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: _____
Authorized Representative / Agent

Date: _____

Property Coverage Proposal



citycounty insurance services
cisoregon.org

Proposal Date: 6/10/2025

Coverage Period: 7/1/2025 to 7/1/2026

Named Member

City of Dayton
PO Box 339
Dayton, OR 97114

Agent of Record

Hagan Hamilton Insurance, Inc.
PO Box 847
McMinnville, OR 97128

This Proposal Does Not Bind Coverage

Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage Limits (Per Occurrence): *

Building and Contents and PIO	Per current CIS Property Schedule
Mobile Equipment	Per current CIS Mobile Equipment Schedule
Earthquake	\$5,000,000
Excess Earthquake - Coverage applies only if coverage limit is shown.	None
Flood	\$5,000,000
Excess Flood - Coverage applies only if coverage limit is shown.	None
Combined Loss of Revenue and Rental Value	\$1,000,000
Combined Extra Expense and Rental Expense	\$1,000,000
Property in Transit	\$1,000,000
Hired, Rented or Borrowed Equipment	\$150,000
Restoration/Reproduction of Books, Records, etc.	\$100,000
Electronic Data Restoration/Reproduction	\$250,000
Pollution Cleanup	\$25,000
Crime Coverage	\$50,000
Police Dogs (if scheduled)	\$15,000
Off Premises Service Interruption	\$100,000
Miscellaneous Coverage	\$50,000
Personal Property at Unscheduled Locations	\$15,000
Personal Property of Employees or Volunteers	\$15,000
Unscheduled Fine Arts	\$100,000
Temporary Emergency Shelter Restoration	\$50,000
Difference In Conditions - Earthquake & Flood (if any):	\$0
Extra Items (if any):	

*This represents only a summary of coverages. Please refer to CIS Property Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

Locations Covered:	Per current CIS Property Schedule.
Perils Covered:	Risks of Direct Physical Loss subject to the terms, conditions and exclusions contained in the coverage forms listed below under Forms Applicable.
Deductibles:	\$1,000 Per occurrence except as noted and as follows (if any). \$1,000 Per occurrence on scheduled mobile equipment items. Earthquake and Flood: Special deductibles and restrictions per Section 2 of the CIS Property Coverage Agreement.
Total Contribution:	\$60,484.43 (Property) \$0.00 (Excess Earthquake) \$0.00 (Excess Flood) \$0.00 (Difference In Conditions)
Forms Applicable:	CIS Property Coverage Agreement - CIS PR (7/1/2025)

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: _____

Authorized Representative / Agent

Date: _____

Equipment Breakdown Coverage Proposal



citycounty insurance services
cisoregon.org

Proposal Date: 6/10/2025

Coverage Period: 7/1/2025 to 7/1/2026

Named Member

City of Dayton
PO Box 339
Dayton, OR 97114

Agent of Record

Hagan Hamilton Insurance, Inc.
PO Box 847
McMinnville, OR 97128

This Proposal Does Not Bind Coverage

Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage Limits: *

Property Damage	Per current CIS Property Schedule or \$100,000,000, whichever is less.
Rental Value/Rental Expense	Included in Property Damage
Extra Expense	Included in Property Damage
Service Interruption	Included in Property Damage
Drying out following a flood	Included in Property Damage
Course of Construction	Included in Property Damage
Computer Equipment	Included in Property Damage
Portable Equipment	Included in Property Damage
CFC Refrigerants	Included in Property Damage
Hazardous Substance	\$2,000,000
Data Restoration	\$250,000
Perishable Goods	\$2,000,000
Expediting Expense	\$2,000,000
Demolition	\$2,000,000
Ordinance or Law	\$2,000,000
Off Premises Property Damage	\$250,000
Contingent Rental Value/Rental Expense	\$250,000
Newly Acquired Locations	\$1,000,000 / 365 Days Max
Extended Period of Restoration	30 Days

***This represents only a summary of coverages. Please refer to CIS Equipment Breakdown Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.**

Locations Covered:

Per current CIS Property Schedule.

Deductible:

\$1,000 All Coverages: 24-hour waiting period applies for service interruption.

Contribution:

Included

Forms Applicable:

CIS Equipment Breakdown Coverage Agreement - CIS BM (7/1/2025)

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: _____

Authorized Representative / Agent

Date: _____

Excess Crime Coverage Proposal



citycounty insurance services
cisoregon.org

Proposal Date: 6/10/2025

Coverage Period: 7/1/2025 to 7/1/2026

Named Member

City of Dayton
PO Box 339
Dayton, OR 97114

Agent of Record

Hagan Hamilton Insurance, Inc.
PO Box 847
McMinnville, OR 97128

This Proposal Does Not Bind Coverage

Refer to Coverage Forms for terms, conditions, and limitations of coverage

Excess Crime Coverage

Coverage Limits excess of \$50,000 crime coverage provided under the CIS Property Coverage Agreement: *

Employee Theft - Per Loss Coverage	\$50,000
Forgery or Alteration	Included
Inside Premises - Theft of Money & Securities	Included
Inside Premises - Robbery, Safe Burglary - Other	Included
Outside Premises	Included
Computer Fraud	Included
Money Orders and Counterfeit Paper Currency	Included
Funds Transfer Fraud	Included
Impersonation Fraud Coverage	Maximum recovery** \$250,000
**Recovery subject to lower limit purchased by member if under \$250,000	
Faithful Performance of Duty	Included
Additional Coverages:	
Loss of Client Assets	Included

*This represents only a summary of coverages. Please refer to the Excess Crime Policy for detailed coverages, exclusions, and conditions that may apply.

Locations Covered:

Per current CIS Property Schedule.

Deductible:

\$50,000 (Satisfied by \$50,000 crime coverage sublimit under the CIS Property Coverage Agreement.)

Contribution:

\$480.00

Forms Applicable:

National Union Fire Insurance/Excess Crime Policy

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: _____

Authorized Representative / Agent

Date: _____

Cyber Security Coverage Proposal



citycounty insurance services
cisoregon.org

Proposal Date: 6/10/2025

Coverage Period: 7/1/2025 to 7/1/2026

Named Member

City of Dayton
PO Box 339
Dayton, OR 97114

Agent of Record

Hagan Hamilton Insurance, Inc.
PO Box 847
McMinnville, OR 97128

This Proposal Does Not Bind Coverage

Refer to Coverage Forms for terms, conditions, and limitations of coverage

Cyber Security Coverage

Pool-wide aggregate limits per coverage year: Tier 1 - None; Tier 2 - \$10,000,000.

Total Coverage Limit*	\$100,000
Tier 1 Coverage Limit	\$100,000
Tier 2 (Excess) Coverage Limit	Not Purchased
Data Breach Incident Response	Included
Network Security, Privacy, and Data Breach Liability	Included
Regulatory Liability	Included
PCI Fines and Assessments	Included
Data Restoration	Included
Cyber Extortion	Included
Media Liability	Included
Social Engineering Fraud Event	Maximum recovery** \$500,000
**When combined with \$250,000 Impersonation Fraud Coverage under CIS Excess Crime Policy	
Network Interruption and Recovery	Included
Dependent Network	Included
Reputational Damage	Included

*This represents only a summary of coverages. Please refer to the CIS Cyber Security Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

Deductible:	\$5,000
Contribution:	Tier 1: \$1,200.00
	Tier 2 (Excess): \$0.00
	Total: \$1,200.00

Forms Applicable: CIS Cyber Security Coverage Agreement - CIS CYBER (7/1/2025)

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: _____
Authorized Representative / Agent

Date: _____

To: Honorable Mayor and City Councilors
From: Don Cutler, Public Works Supervisor
Through: Jeremy Caudle, City Manager
Issue: Authorization to submit intake form for Fisher Farms technical feasibility and water quality analysis funding.
Date: June 16, 2025

Attached are items involved with the Fisher Farms Well Project and are among the first steps necessary for this project.

You will find a Scope of Work and quote from GSI to perform due diligence activities for the following tasks.

- ☐ Task 1 – Initial Oregon Health Authority Plan Review
- ☐ Task 2 – Well Evaluation and Testing
- ☐ Task 3 – Reporting and Strategy Development

Also attached is a Business Oregon Application. We are seeking the full amount for the GSI quote through Business Oregon. If all goes well with funding and scheduling GSI would have this scope of work completed around January 2026.

The financing for this project would be through Business Oregon's Waster Technical Assistance program. It would involve financing with a 10-year, low interest loan.

Staff are requesting City Council authorization to proceed with the application process. Submittal of this intake form is the first step. Once Business Oregon review this form, they will indicate if the City is approved to submit an official application. Staff would bring the final financing agreement to City Council for approval.



Scope of Work and Fee Estimate

To: Jeremy Caudle / City of Dayton

From: Matt Kohlbecker, RG / GSI Water Solutions, Inc.

Cc: Kenny Janssen, RG / GSI Water Solutions, Inc.

Date: April 2, 2025

RE: Fisher Nursery Well Development, City of Dayton, Oregon

This scope of work and fee estimate, prepared by GSI Water Solutions, Inc. (GSI), is to support the City of Dayton (City) with certain due diligence activities that will inform a strategy for developing a groundwater source under the Fisher Nursery groundwater rights (specifically, the extent to which the groundwater rights are developed using existing groundwater wells and new groundwater wells).

Introduction

The City purchased the Fisher Nursery property to obtain the associated irrigation water rights and wells. In 2016 and 2018, the City completed water rights permitting tasks to transfer the character of use to municipal, transfer the place of use to within the City of Dayton service area, and add additional points of appropriation (i.e., locations where a new well could be constructed to pump groundwater from the aquifer)¹. The water right now includes a total of nine points of appropriation, five of which would be new wells and four of which are existing wells located at the Fisher Nursery property:

- Well No. 1 (YAMH 5453; 2014 4-hour test capacity of 46 gpm and SC of 1.1 gpm/ft)
- Well No. 2 (YAMH 5369; 2014 4-hour test capacity of 33 gpm and SC of 1.4 gpm/ft)
- Well No. 3 (YAMH 52469; 2014 4-hour test capacity of 215 gpm and SC of 2.8 gpm/ft)
- Well No. 4 (YAMH 5447; 2014 4-hour test capacity of 133 gpm and SC of 2.2 gpm/ft)

The City needs a strategy for developing a groundwater source under the Fisher Nursery water rights, to ensure that further investment in the existing wells is justified based on permitting considerations, well condition, and well capacity. Some of the tasks that are conducted as a part of strategy development will also meet new drinking water source permitting requirements (e.g., preparation of an initial plan review for OHA). Ultimately, the strategy will likely be a combination of using some of the existing wells and targeting other points of appropriation as future sites for a new well or wells.

Limited work has been done to evaluate the suitability of the existing wells as future municipal supply sources. In 2014, GSI reviewed construction of the existing wells and found that the wells are properly constructed, and do not need to be modified to comply with Oregon Water Resources Department (OWRD) or Oregon Health Authority (OHA) requirements. However, the City still needs to conduct the following due diligence activities to further assess well suitability:

¹ See Transfers T-12454 and T-12140

- Determine if OHA concurs that the wells meet the requirements set forth in an OHA Plan Review.
- Evaluate whether there is privately held land within 100 feet of the wells and, if so, whether the landowner is willing to enter into a perpetually restrictive easement for the land that would limit activities that could occur on a portion of their property (e.g., chemicals that could be used). Note that there is clearly privately held land within 100 feet of Well 2, and there may be privately held land within 100 feet of Well 3 and Well 4. The radius of ownership and control must have a minimum radius of 100 feet unless a technical justification can be made to support a smaller area. A technical justification would require an assessment of local hydrogeologic conditions, site setting, and aquifer vulnerability. A request to reduce the 100-foot setback could be made if site and subsurface conditions are favorable and there is no indication that the proposed reduction would result in unreasonable risk to the health of consumers. OHA may request that the City attempt to establish an easement agreement with neighboring property owner(s) if the 100-foot radius extends beyond the well site property boundary before considering a request to reduce the setback requirement.
- Collect groundwater quality samples to determine if groundwater quality meets the requirements of the Safe Drinking Water Act and if an advanced microbial population is established in the well (which would make the well susceptible to biofouling).
- Inspect the wells to assess whether the condition of the well casings, screens and existing pumping systems are acceptable, prior to making the required infrastructure investments to develop the wells as municipal supply sources.
- Pump test the wells to confirm that their performance is sufficient to justify further investment in the wells as supply sources.

This scope of work is designed to conduct these due diligence activities to help the City develop a strategy for developing groundwater under the water rights previously held by Fisher Nursery.

Scope of Work

The due diligence activities that will be conducted by GSI as a part of this scope of work are organized into the following tasks:

- Task 1 – Initial Oregon Health Authority Plan Review
- Task 2 – Well Evaluation and Testing
- Task 3 – Reporting and Strategy Development

The following sections discuss these tasks in additional detail.

Task 1 – Initial Oregon Health Authority Plan Review

The purpose of Task 1 is to initiate the plan review process for the former Fisher Nursery wells, which is required by OHA for the wells to be used as public water supply sources. As a part of this process, the City will meet OHA requirements for developing the wells and, in addition, learn if there are any OHA-permitting-related concerns with developing the existing wells.

The plan review process involves two phases—an initial plan review and a final plan review. This task is for GSI to develop the initial plan review. The final plan review includes such details as specifications for the well pump and permanent pumping system; specifications for piping, fittings, controls, system connection information, and water treatment equipment; water quality data; as-built construction for the well; and aquifer testing data. Typically, the engineering firm that is designing and constructing the pump station for the well completes the final plan review.

GSI's preparation of the initial plan review will include:

- Review City and/or County records to identify whether septic systems, sewage/storm drainage systems, or buried fuel tanks are located on the property.

- Conduct a site walk to identify other sanitary hazards within 100 feet of the wells (e.g., hazardous chemical storage, surface water holding ponds, roads, etc).
- Assess whether privately held land is located within 100 feet of the existing wells, which is important because OHA requires that the City own all land within 100 feet of a municipal supply well or obtain a perpetually restrictive easement for the land (called the “100 foot radius of control”). A review of aerial photography indicates that Well No. 2 is clearly within 100 feet of a tax lot not owned by the City and will require a perpetual restrictive easement to meet OHA requirements². Well No. 3 and Well No. 4 may be located within 100 feet of a tax lot not owned by the City³. GSI will oversee a survey to determine if Well No. 3 and Well No. 4 meet OHA’s 100 foot radius of control requirement. If the wells do not meet the radius of control requirement, then the City will need to pursue a perpetual restrictive easement with the adjacent property owner(s).
- Evaluate whether the wells are completed in a confined aquifer (which could be used as the basis for a waiver from OHA setback requirements from sanitary hazards) based on groundwater quality data, geology, and/or well construction.
- Prepare and submit the OHA Initial Plan review, including a site plan, property ownership documentation, well construction specifications, land use compatibility statement, and compilation of water rights information.
- Meet with the City to discuss the results of the Plan Review and discuss which of the four existing wells should be tested and evaluated further as a part of Task 2.

Task 1 Assumptions

- OHA plan review fees (anticipated to be \$4,125, with a single OHA fee covering all four wells) will be billed directly to the City. Note that this is OHA’s “combo fee” and is applicable only if the City plans to start using wells at the same time. If the City plans to bring wells into production at different times, then individual fees would need to be paid (about \$3,300 per well).
- The surveyor will be billed directly to the City.
- The City will arrange access to any property required.
- The neighboring property owners will be approached and perpetual restrictive easements will be negotiated and prepared by others and will occur in parallel with preparation of the plan review by GSI.
- The City will submit the Land Use Compatibility Statement to the land use authority (anticipated to be Yamhill County).
- A total of eight (8) hours of a staff hydrogeologist’s time are budgeted for City and County records review.

Task 1 Deliverables

- Draft OHA Initial Plan Review for review and comment by the City
- Final OHA Initial Plan Review for submittal to OHA

Task 2 – Well Evaluation and Testing

The purpose of Task 2 is to evaluate the condition of the former Fisher Nursery wells and existing pumping systems; collect water quality data and submit for drinking water analyses; and conduct aquifer pumping tests. The wells that are tested as a part of Task 2 are contingent on the results of Task 1. For example, Task 2 activities would be conducted at a given well only after receiving a favorable review from OHA’s plan review process (specifically that the wells are completed in a confined aquifer) and an indication that adjacent property

² Tax lot 1101 is owned by Amy J Hendrick

³ These tax lots are owned by the Sweeny Living Trust

owners would be amenable to a perpetual restrictive easement (or that a technical justification can be made to reduce the 100-foot setback requirement and is approved by OHA).

GSI will subcontract Schneider Water Services (SWS) to execute Task 2. GSI and/or SWS will conduct the following activities:

- Remove the pump/motor and pump column from each well, assess pump/motor and pump column conditions, and recommend repairs or replacements.
- Conduct down-hole well video surveys to inspect the existing condition of each well (casing, screen, etc.) and recommend redevelopment or reconditioning, if warranted.
- At each well, install a temporary pump and conduct a long-term (i.e., 24-hour) constant rate aquifer test to develop reliable estimates for well capacity and interference between wells. GSI will equip each well with a pressure transducer to monitor water levels during the test.
- Collect groundwater quality samples from each well at the beginning and near the end of the aquifer test and submit the samples to Water Systems Engineering (WSE) to evaluate the potential for biofouling conditions.
- Collect a groundwater quality sample from each well at the end of the aquifer test and submit the samples to Edge Analytical Laboratories in Wilsonville, Oregon, for analysis of Safe Drinking Water Act (SDWA) parameters.
- Reinstall the pumping systems (assuming the wells and pumps are in good condition) and disinfect the wells.

Task 2 Assumptions

- Existing pumping systems will be re-installed in the wells.
- Schneider Water Services will be subcontracted to GSI. A 10% contingency has been assumed to account for minor additions to scope (e.g., equipping a well with a locking cap in case the pump is not suitable for reinstallation into the well).
- City will be responsible for approaching the neighboring landowners and inquiring about access and/or easement arrangements, if necessary.

Task 2 Deliverables

- Recommendations for repairing or replacing pumping systems (e.g., pump, motor, pump column, check valve) by email, if needed.
- Recommendations for cleaning, redeveloping, and/or reconditioning the wells, by email, if needed.

Task 3 – Reporting and Strategy Development

Task 3 is for GSI to develop a report that outlines a strategy for developing groundwater sources under the water rights previously held by Fisher Nursery. The strategy is anticipated to include the following elements:

- Identification of fatal flaws for using any of the existing wells from the perspectives of ability to meet OHA requirements and/or poor well condition.
- A summary of the actions and planning-level costs required to develop each well as a source of municipal supply (i.e., the need for new pumps or upgrades to existing pumps, well retrofits based on the well video assessments, or water treatment requirements based on water quality sampling).
- An estimate of long-term (e.g., 60 day) capacity of the wells based on the aquifer test data, including an analysis of drawdown interference between the wells that would be caused by simultaneous operation of existing and future wells.
- A conceptual well design and planning-level cost estimate for a new municipal production well at the Fisher Nursery property.

Task 3 Assumptions

- City comments on the report can be incorporated over a single review cycle.

Task 3 Deliverables

- Draft Strategy Development Technical Memorandum for review by the City.
- Final Strategy Development Technical Memorandum.

Schedule

GSI understands that this work is scheduled to commence in the next fiscal year (i.e., after July 1, 2025). GSI recommends that the City evaluate the feasibility of obtaining a perpetually restrictive easement for Well 2 as soon as practicable, before the new fiscal year if possible. GSI anticipates completing the OHA Initial Plan Review within one month of receiving authorization from the City and anticipates that OHA will approve or deny the plan review 60 days after submittal (i.e., Task 1 will be about 3 months in duration). The results of Task 1 will be used to customize the well evaluation program in Task 2, which GSI anticipates will occur over a 3 month period. A draft Strategy Development TM will be submitted to the City one month after the conclusion of Task 2. Therefore, the total project duration is anticipated to be about 7 months, beginning on July 1.

Fee Estimate

GSI's proposed fee to complete the tasks on a time-and-materials not-to-exceed basis is **\$206,588**, assuming all four wells are tested. This budget will not be exceeded without prior authorization and includes a 10 percent markup on subcontracted services and reimbursable expenses. This work will be performed under our Master Services Agreement (MSA) between GSI and the City dated April 6, 2015, in accordance with GSI's 2025 rate schedule (attached).

Tasks	Labor Hours	Labor Cost	Outside Services	Direct Expenses	Total
Task 1 – Initial OHA Plan Review	108	\$14,995	\$0	\$0	\$15,044
Task 2 – Well Evaluation and Testing	228	\$38,880	\$130,035	\$2,224	\$171,139
Well 1 (or first well)	60	\$10,155	\$41,281	\$556	\$51,992
Well 2	56	\$9,575	\$29,181	\$556	\$39,917
Well 3	56	\$9,575	\$29,181	\$556	\$39,917
Well 4	56	\$9,575	\$29,786	\$556	\$39,917
Task 3 – Reporting and Strategy Development	129	\$20,405	\$0	\$0	\$20,405
Project Totals (All Wells Tested Scenario)	465	\$74,280	\$130,035	\$2,273	\$206,588

Closing

We thank you for your consideration of this proposal and look forward to working with you in the future. This scope of work and fee estimate is valid for 60 days.

Sincerely,
GSI Water Solutions, Inc.

A handwritten signature in black ink, appearing to read "Matt Kohlbecker". The signature is stylized with a large initial "M" and a prominent "K".

Matt Kohlbecker, RG
President and Principal Hydrogeologist



2025 GSI Fee Schedule

Labor Category	Hourly Rate
Technical Professionals	
Principal	\$205 – \$280
Supervising	\$195 – \$235
Managing	\$170 – \$200
Consulting	\$155 – \$185
Project	\$135 – \$170
Staff	\$115 – \$150
Other Services	
GIS/Graphics/Database	\$120 – \$175
Editor/Documents	\$120 – \$145
Administration	\$90 – \$125

The hourly rate for trial preparation and expert witness testimony is 1.5 times the standard billing rate shown above.

Expenses

- **Mileage:** IRS authorized rate/mile plus 10 percent markup
- **Direct expenses and outside services:** Cost plus 10 percent markup
- **Enterprise GIS:** \$100 per month for the duration of use

**Hourly rates are subject to annual increases on the contract anniversary date.*



Portfolio Number:
Intake Posted:
Intake Approved:

Intake Form

Section 1: Applicant Information

Section 1A: Applicant	
Organization Name:	Organization Type:
Street Address:	Mailing Address:
County:	
Office Phone:	Website:
Primary Contact Name:	Primary Contact Title:
Primary Contact Phone:	Primary Contact Email:

Section 2: Project Information

Section 2A: Project Overview	
Project Name:	
Project Location: (physical address/attach map)	Project Category:
Is the project a water or wastewater infrastructure project? Yes No	
Are all lands on which the project will take place municipally owned? Yes No If no, provide a description of the ownership situation:	
Project Description:	

Section 2B: Funding Request		
Funding request from Business Oregon		
Funds from potential applicant		Budgeted Not Budgeted
Other Funds:		Committed Pending
Other Funds:		Committed Pending
Estimated Total Project Cost		
Cost Estimate Date:	Prepared by:	
Estimated Project Start Date:		
Estimated Project Completion Date:		
Estimated date of first draw:		
If funding assistance from Business Oregon includes a loan, how will it be repaid? Note: identify source of local funds, i.e. user rates, property taxes etc		

Section 2C: Project Readiness/Timing

Is the project identified in a planning document? Yes No

If yes, when was the planning document completed?

If no, is a technical assistance/planning project being considered? Yes No

Are there any urgent timing issues related to the project (i.e. must be completed by a certain date)? Yes No

If yes, please specify:

Does the applicant intend to apply for funding within the next 6 to 9 months?	Yes	No

If no, when does the applicant intend to apply for funding?

Section 2D: Housing

Will this project develop or provide a direct or indirect benefit to build additional housing? Yes No

If yes, please describe.

Section 2E: Other (provide any other useful information)

Section 3: * Business Oregon use only *

Regional Development Officer:

Section 3A: CDBG	
Is the community CDBG eligible?	Yes No
Is the project CDBG eligible?	Yes No
Is CDBG being considered as a source of funding?	Yes No

Section 3B: Water/Wastewater (W/W) Financing Program Eligibility									
<p>For Design and Construction Projects: Wastewater and drinking water projects that are needed to maintain compliance with the Clean Water Act or the Safe Drinking Water Act are eligible for W/W financing. Urgent wastewater, drinking water, or stormwater projects may be eligible for W/W funding as determined by the Department.</p>									
<p>Is the project needed to maintain compliance with the federal Clean Water Act or Safe Drinking Water Act? Yes No</p>									
<p>If yes, attach documentation from the Oregon Department of Environmental Quality (DEQ) for wastewater projects, the Oregon Health Authority (OHA) for drinking water projects, or a regulatory agency contracted agent (if applicable). Documentation should describe that the project is needed to achieve or maintain compliance with the Clean Water Act or the Safe Drinking Water Act.</p>									
<p>Does the project address any of the following needs?</p> <table border="1"> <tbody> <tr> <td>An urgent community drinking water supply concern?</td> <td>Yes No</td> </tr> <tr> <td>An urgent stormwater project intended to reduce community vulnerability to flooding?</td> <td>Yes No</td> </tr> <tr> <td>An urgent wastewater project to address a surface or groundwater quality concern not covered under the federal Clean Water Act?</td> <td>Yes No</td> </tr> <tr> <td>An urgent drinking water health risk not covered under the federal Safe Drinking Water Act?</td> <td>Yes No</td> </tr> </tbody> </table>		An urgent community drinking water supply concern?	Yes No	An urgent stormwater project intended to reduce community vulnerability to flooding?	Yes No	An urgent wastewater project to address a surface or groundwater quality concern not covered under the federal Clean Water Act?	Yes No	An urgent drinking water health risk not covered under the federal Safe Drinking Water Act?	Yes No
An urgent community drinking water supply concern?	Yes No								
An urgent stormwater project intended to reduce community vulnerability to flooding?	Yes No								
An urgent wastewater project to address a surface or groundwater quality concern not covered under the federal Clean Water Act?	Yes No								
An urgent drinking water health risk not covered under the federal Safe Drinking Water Act?	Yes No								
<p>If yes, attach documentation to further describe and corroborate the urgent need. The Department will use the documentation to assess project eligibility for W/W financing.</p>									
<p>For Planning Projects: Water Master Plans, Wastewater Facility Plans, and regionalization studies do not require regulatory agency documentation. Other feasibility studies do need documentation from ODEQ or OHA that the "study is needed".</p>									
<p>Is the project a feasibility study? Yes No</p>									
<p>If yes, attach documentation from ODEQ or OHA that the study is needed.</p>									

Section 3C: Stand-Up Meeting Notes: (to be filled out by RDO)	
Funding Source: If other, please specify:	Comments:
Next Steps: No additional information needed; ready to invite application. Additional information needed; see tasks identified below. Ready to invite application once tasks completed. Project not ready to proceed; further development is needed. Must return to Stand-Up after further development completed.	

Section 3D: Outstanding Tasks/Items	
Task	Responsible Party

Project Development Tips

- Ideally, the applicant should already be working with an engineer on the project.
- The project should be identified in a current planning document. Examples of planning documents include feasibility studies, a Wastewater Facility Plan, or a Water Master Plan.
- A current, detailed cost estimate that has been developed for the project is another readiness to proceed factor.

- Permits, regulatory processes, or required easements can add uncertainty to the project and impact timeframes.
- Any concerns related to the project should be noted. Examples include lack of capacity, staffing shortages, political discord, etc.
- Rate increases should be planned for (i.e. loan repayment).
- Any services associated with the project (e.g. water or sewer) provided to adjacent communities or anyone outside of the city limits should be noted.
- Project specific economic benefit such as job creation should be noted and highlighted.

To: Honorable Mayor and City Councilors
From: Jeremy Caudle, City Manager
Issue: Approval of Finance Director job description
Date: June 16, 2025

Background and Information: A vacancy exists in the Finance Director position. In preparation for the recruitment process, staff request City Council approval of the job description. An approved job description for this position does not yet exist.

While the council-manager form of government grants the City Manager broad authority over personnel matters, including hiring and staff management, it is a best practice for the city council to approve job descriptions—particularly for key leadership or department head roles.

Doing so reinforces transparency, ensures alignment with the council's policy goals, and promotes accountability between administrative operations and elected leadership. Council approval enhances trust and collaboration by making sure the structural framework of city staffing reflects shared priorities.

It also provides an added layer of oversight that supports good governance and mitigates the risk of role ambiguity or misalignment with the city's strategic direction.

The City also does not have an approved pay schedule. The job description has a salary range from \$80,000 to \$100,000. If the City Council approves the job description, I will make an offer to the eventual selected candidate within this range, up to and including the maximum, depending on qualifications and experience.

City Manager Recommendation: Approve the job description as presented.

Potential Motion: "I move to approve the Finance Director job description as presented."

Council Options:

1. Approve the job description as presented.
2. Approve the job description as amended.
3. Some other action. For instance, the Council may decide to reclassify the vacant position.

City of Dayton, Oregon

Job Description: Finance Director

Reports to: City Manager
Supervises: Office Specialist – Utility Management
FLSA Status: Exempt (Salaried)
Salary range: \$80,000 - \$100,000

Position Overview

Reporting directly to the City Manager, this position serves as a key member of the executive leadership team and is responsible for maintaining the City's fiscal integrity, legal compliance, and transparency to elected officials and the public. The Finance Director leads the development of the City's annual budget, oversees financial reporting, ensures accurate accounting, and manages the City's investments, payroll, procurement, and utility billing systems. This position also supervises the Utility Billing Clerk and ensures adherence to internal controls, audit standards, and state and federal financial regulations.

This is a hands-on, detail-oriented role that blends strategic oversight with direct involvement in daily financial operations. The Finance Director supports all departments and provides technical guidance, financial insight, and fiscal leadership to promote long-term financial sustainability.

Key Responsibilities

The Finance Director is responsible for:

- **Accounting & Fund Management.** Overseeing the City's general ledger, fund accounting, journal entries, and financial reconciliations across multiple funds. Ensures compliance with Governmental Accounting Standards Board (GASB) requirements and state laws.
- **Treasury & Investments.** Managing daily cash flow, pooled cash, bank relationships, and investment performance. Ensures liquidity and security of City funds and implements fraud prevention protocols.
- **Budget & Forecasting.** Leading the annual budgeting process, including revenue projections, expenditure planning, capital improvement budgeting, and state-mandated reporting. Provides monthly budget-to-actual analysis and supports strategic financial planning.
- **Financial Reporting & Audit.** Preparing timely and accurate monthly and year-end reports; coordinating the annual audit; producing schedules and statements; and implementing auditor recommendations.
- **Payroll & Benefits.** Administering payroll processing, employee benefits, tax filings, and retirement contributions. Coordinates with City Manager and administrative staff on wage and benefit changes.
- **Procurement & Accounts Payable.** Managing purchasing compliance, vendor relations, invoice processing, and year-end tax reporting (W-9s, 1099s). Monitors contract renewals and obligations.

- **Utility Billing Oversight.** Supervising the Utility Billing Clerk and ensuring timely, accurate billing and collection for water and sewer services. Ensures integration with accounting records and resolution of discrepancies.
- **Grants, Loans, & Debt.** Tracking and reporting on grants, loans, and debt obligations. Maintains compliance with funding terms, reimbursement schedules, and disclosure requirements.
- **Capital Assets.** Maintaining the City's fixed asset register, tracking construction-in-progress, and performing inventory and depreciation updates.
- **Internal Controls & Training.** Establishing internal financial controls, cross-training staff, and providing ongoing training to departments on budget and procurement procedures.
- **Technology & Systems.** Overseeing the City's financial software systems, ensuring security, backup protocols, user access controls, and data integrity.
- **Council & Community Engagement.** Presenting financial reports and budgets to City Council, responding to public inquiries, and promoting financial transparency.

Minimum Qualifications

- **Education.** Associate's degree in Accounting, Finance, Business Administration, or a related field is required. A bachelor's degree is preferred.
- **Experience.** At least five (5) years of progressively responsible accounting experience covering the full range of the accounting cycle, including general ledger, payroll, accounts payable/receivable, bank reconciliations, and financial reporting. Experience in a local government or nonprofit setting is preferred but not required.
- **Equivalency.** Any combination of education, experience, and demonstrated knowledge, skills, and abilities (KSAs) that provides the capability to perform the duties of the position will be considered.
- **Knowledge, Skills, and Abilities.**
 - Knowledge of Generally Accepted Accounting Principles, preparing journal entries, reconciliations, and financial reporting.
 - Skill in preparing and managing budgets, capital asset tracking, grant accounting, and audit coordination.
 - Knowledge of internal controls, financial compliance, and best practices in public finance.
 - Proficient in accounting software, Excel, and integrated financial systems; able to manage financial databases and reporting tools.
 - Ability to present complex financial information clearly to staff, leadership, and the public.
 - Supervisory experience or demonstrated ability to lead and train others is a plus.

Working Conditions & Physical Requirements

Work is typically performed in a professional office environment. The role requires extended periods of time working at a desk, using a computer, and reviewing financial documents.

The following physical and cognitive requirements are representative of those necessary to perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform these functions.

- **Communication Abilities.** Ability to effectively convey and receive information in person, over the phone, and in meetings with staff, elected officials, auditors, and members of the public. This includes the capacity to understand and explain financial information, concepts, and policies clearly.
- **Manual Dexterity.** Ability to perform tasks requiring fine motor skills, such as using a keyboard, operating a calculator, entering data, and reviewing paper and electronic documents.
- **Visual Abilities.** Sufficient visual acuity to read printed materials, computer screens, and detailed financial documents such as spreadsheets; ability to identify numbers and detect inconsistencies or errors in data.
- **Mobility and Physical Access.** Ability to move throughout an office setting, including accessing file storage, attending in-person meetings within City facilities, and retrieving or filing documents.
- **Light Lifting.** Ability to occasionally lift and carry materials such as boxes, files, and office supplies weighing up to 25 pounds, with or without reasonable accommodation.
- **Cognitive Focus.** Ability to maintain focus and attention to detail over extended periods, prioritize multiple tasks, and manage workload demands during high-activity periods such as audits, budget development, and fiscal year-end closing.
- **Work Schedule Flexibility.** Ability to attend occasional evening meetings, including City Council sessions, Budget Committee meetings, and public hearings, as part of the role's responsibilities.

Licensing & Other Requirements

- Must possess a valid driver's license or have the ability to obtain one.
- Must pass a background and credit check.
- May be required to attend occasional training or conferences off-site.

Approved:
June 16, 2025