

**AGENDA
DAYTON CITY COUNCIL
REGULAR SESSION**



DATE: MONDAY, AUGUST 7, 2017
PLACE: CITY HALL ANNEX, 408 FERRY STREET
TIME: 6:30 PM

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

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PAGE #</u>
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- A. CALL TO ORDER & PLEDGE OF ALLEGIANCE**
- B. ROLL CALL**
- C. APPEARANCE OF INTERESTED CITIZENS**

This time is reserved for questions or comments from persons in the audience on any topic.

D. ACTION ITEMS

- | | |
|--|-------|
| 1. Appointment of New City Councilor to Vacant City Council Position | 1-10 |
| 2. Approval of Resolution 17/18-4 Authorizing the Transfer of Control of the Astound Franchise | 11-14 |
| 3. 1 st Reading of Ordinance 640 Food Trucks | 15-22 |
| 4. Consideration of Temporary Occupancy Permit Application | |
| 5. Water System Status Discussion | 23-48 |

E. CITY COUNCIL COMMENTS/CONCERNS

F. INFORMATION REPORTS

- | | |
|--------------------------|-------|
| 1. City Manager's Report | 49-54 |
|--------------------------|-------|

G. ADJOURN

Posted: 08.04.17
Rochelle Roaden, City Recorder

Persons with hearing, visual or manual impairments who wish to participate in the meeting should contact the City of Dayton AT LEAST 32 WORKING HOURS (4 DAYS) prior to the meeting date in order that appropriate communication assistance can be arranged. The City Hall Annex is accessible to the disabled. Please let us know if you need any special accommodations to attend this meeting.

NEXT MEETING DATES
City Council Work/Special Session, Monday, August 21, 2017
City Hall Annex, 408 Ferry St, Dayton

To: Honorable Mayor and City Councilors

From: Scott Pingel, City Manager

Issue: Appointment of new City Councilor to vacant City Council seat

Background Information: Erin Taylor's City Council seat was vacated a few months ago. The City has received 2 applications for the open seat. Both have been invited to attend the August 7th City Council meeting.

Here is the Municipal Code language regarding filling council vacancies:

1.03.00 VACANCIES IN OFFICE

1.03.01 Vacancy in Office

A city elective office becomes vacant as provided by Charter section 32.

1.03.02 Filling of Vacancy

(A) Upon becoming aware of a vacancy in an elective office, the Council must promptly determine and declare the date of vacancy.

(B) A vacancy in an elective office must be filled as provided by Charter section 33.

1.03.03 Appointment by Council

(A) In filling a vacancy, the Council may make inquiries and hold interviews as it considers necessary for the appointment. The appointment may be made at a regular or special Council meeting.

(B) The Council will use the following procedures in the appointment process:

(1) Public notice to appropriate neighborhood organizations, civic groups, a newspaper of general circulation and other recognized groups.

(2) Deadline for submitting applications at least two weeks after the notice.

(3) Appointment from those applicants nominated and seconded for consideration by members of the Council. The recorder will announce the results of each ballot and will record each councilor's ballot. An applicant who receives a majority of the votes by the current Council members will be appointed to the vacant position. If no applicant receives a majority vote on the first ballot, the council will continue to vote on the two applicants who receive the most votes until an applicant receives a majority of the councilors voting.

City Manager Recommendation: I recommend appointing one of the applicants to the vacant City Council seat.

Potential Motion to Approve: “I move to appoint _____ to the vacant City Council seat vacated by Erin Taylor with a term ending December 31, 2018.”

City Council Options:

- 1 – Move to appoint one of the applicants to the vacant City Council seat.
- 2 – Take no action and direct staff to solicit additional applications for the vacant City Council seat.



City of Dayton

416 Ferry Street - PO Box 339
Dayton OR 97114
Ph (503) 864-2221 - Fax (503) 864-2956
Website: www.ci.dayton.or.us
Email: cityofdayton@ci.dayton.or.us

APPLICATION FOR CITY COUNCIL VACANCY

Posting Date: June 16, 2017

Term of Appointment: Through December 31, 2018

Qualifications: Must be a qualified elector under state law

Have a primary residence within the City of Dayton

Cannot be a City Employee

Have resided within the City for at least 1 year prior to the posting date

Application Deadline: July 14, 2017

Submit Application To: City of Dayton
PO Box 339 - 416 Ferry Street
Dayton OR 97114
cityofdayton@ci.dayton.or.us

For more information: Contact City Manager, Scott Pingel at (503) 864-2221
or City Recorder, Rochelle Roaden at (503) 864-2221

Name of Applicant: Khalen Dunn
Physical Address: 512 SE Palmer Ln
Number of Months at Physical Address: 43 Months
Is this your Primary Residence? <input checked="" type="radio"/> Yes <input type="radio"/> No
Mailing Address: 512 SE Palmer Lane
City, State, Zip Code: Dayton, Oregon 97114
Telephone Numbers: Daytime: 503-857-6961 Evenings: 503-857-6961
Email Address: Khalend@gmail.com
Are you eligible to vote in the State of Oregon? <input checked="" type="radio"/> Yes <input type="radio"/> No
Occupation: Stock Handler at A-Dec

Please provide a brief background on your work experience, volunteer work, or other areas of special interest that you would bring to the Councilor position: (Attach additional sheets if needed)

I have over 13 years of management experience in the restaurant industry. As a restaurant manager I was responsible for all areas of the store. This included but is not limited to; scheduling, placing orders and working with vendors, resolving guest complaints, hiring staff, employee coaching and documentation. The restaurant is a very fast paced industry and required me to be able to be a multitasker on a daily basis. Organization was a very important part of ensuring the restaurant ran smoothly. These abilities will allow me the focus needed to participate on a variety of city needs at any given time with the ability to see priorities and multitasking when necessary.

I also have human resource experience where I was responsible for placing employees for over 100 restaurants on medical leaves of absence, working with the public to resolve incidents that happened within the restaurants and reporting any outstanding claims to the company insurance agency for processing. Having these skills has given me the chance to experience working directly with the public which is an important part of any elected office.

I have since spent the last year almost working at A-Dec in one of their many warehouses. I am able to discern tasks needed to be completed without needing to be told what to do and complete them in a timely fashion. Management has seen my ability to learn functions of the job quickly and have in turn been asked to train new employees and temps in the different job areas within the warehouse. I have even trained some of the supervisors in the area in specific functions of warehouse needs.

I have been a beekeeper for about 9 years now. In that time I have assisted the public in swarm and colony removal when the need arises. I have created an online community group for beekeepers along the West Coast for local beekeepers to connect with each other. The group has now over 2,000 members. My influence in the beekeeping community has also given me the opportunity to become a mentor for the Oregon Master Beekeeping program offered through Oregon State Univeristy. Educating beginner beekeepers and teaching all aspects on honey bees.

Have you Ever Held an elected or appointed office in local government? If so, please list below what positions your have held and for how long:

I have not yet held any elected or appointed office in local government, but hope to soon.

Why do you wish to serve as a City Councilor for the City of Dayton? (attach additional sheets if needed)

I have lived within the city limits of Dayton for over 3 years. It is a community I love and plan to be a part of for a long time to come. To be able to serve the community in a role where I can participate in decisions that effect the city with positive outcomes is something I can take pride in. My ability to work comfortably one on one with individuals in the public offers some qualifications to the position that is currently open. I want to put my talents and abilities to good use in supporting the community I call home.

What are the two most important issues you feel the City will be facing in the next five years? (attach additional sheets if needed)

City improvements are always a forefront focus. Dayton has been in the process of having some of their roads repaired and resurfaced. This is one area I believe will be a continuing need. Many of the residential streets also need to be upgraded to include sidewalks. As traffic flow increases it is becoming more dangerous for pedestrians to walk down the once quiet streets and sidewalks would be an important addition.

Over the past year thefts have become a much larger topic on social media for the Dayton residents. And as times continue to change these occurances will become more frequent. Adopting a neighborhood watch and a possible increase in law enforcement presence to the town before these kinds of inconveniences become a bigger problem will help keep our community safe for everyone that calls it home.

I certify that I am a qualified elector whose primary residence is within the City Limits of Dayton, that I am not a City Employee, and that I have resided within the City Limits of Dayton for at least one year prior to the posting date of this notice.

Signature of Applicant: 

Date: 07/09/2017



City of Dayton

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Dayton OR 97114
Ph (503) 864-2221 - Fax (503) 864-2956
Website: www.ci.dayton.or.us
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APPLICATION FOR CITY COUNCIL VACANCY

Posting Date: June 16, 2017

Term of Appointment: Through December 31, 2018

Qualifications: Must be a qualified elector under state law
Have a primary residence within the City of Dayton
Cannot be a City Employee
Have resided within the City for at least 1 year prior to the posting date

Application Deadline: Open until filled

Submit Application To: City of Dayton
PO Box 339 - 416 Ferry Street
Dayton OR 97114
cityofdayton@ci.dayton.or.us

For more information: Contact City Manager, Scott Pingel at (503) 864-2221
or City Recorder, Rochelle Roaden at (503) 864-2221

Name of Applicant:	NIKKI MCGRAW		
Physical Address:	104 TRIBBETT CT DAYTON, OREGON 97114		
Number of Months at Physical Address:	25		
Is this your Primary Residence?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	
Mailing Address:	SAME		
City, State, Zip Code:			
Telephone Numbers:	Daytime: 503-547-7021	Evenings: SAME	
Email Address:	nmcgraw13@wou.edu		
Are you eligible to vote in the State of Oregon?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	
Occupation:	PROGRAM ANALYST FOR OREGON STATE POLICE		

Please provide a brief background on your work experience, volunteer work, or other areas of special interest that you would bring to the Councilor position: (Attach additional sheets if needed)

I am a Program Analyst for the Oregon State Police. As an analyst, I have experience managing a multi-million dollar budget in addition to developing policy and procedures for enforcement of Oregon's fish and wildlife. While I have professional experience working in government, I have also done an internship for the City of Monmouth in 2015. I had the opportunity to be mentored in all aspects of city government for 1 year. While interning, I finished my degree, ~~in~~ earning a Bachelor of Science in Public Policy. My passion to serve the public, led me to volunteer as a citizen committee member of the City of Dayton's Budget Committee. I have been in this role for the past 3 years. Starting in 2017, I went back to school part-time, ~~again~~ working towards my Masters in Public Policy.

Have you ever held an elected or appointed office in local government? If so, please list below what positions you have held and for how long:

I am currently a citizen appointed member of the City of Dayton Budget Committee, and have been for the past 3 years.

Why do you wish to serve as a City Councilor for the City of Dayton? (attach additional sheets if needed)

My passion for the community that my family and friends live in, fuels my desire to serve as a city councilor. To be a part of a close knit group of advocates for our great city would be such an honor. I have an advanced education in public policy and professional experience serving the public, in addition to volunteer experience serving the ~~various~~ citizens of Dayton via the Budget Committee. In addition to this array of experience, my desire to serve and be dedicated to the citizens, ~~and~~ council and city staff, make me a great city councilor candidate.

What are the two most important issues you feel the City will be facing in the next five years? (attach additional sheets if needed)

The main reason why I want to be on the city council is to be educated and knowledgeable about what issues Dayton faces, presently and in the future. With that being said, I am not too aware of current issues that may lead to future issues. The plan to be more involved, via city council, would omit this dilemma. On that note, one thing that I have noticed via social media, specifically the 'Dayton, Oregon Community Board', is that of increased theft of personal property and speeding vehicles. With the recent grant to Yamhill County Sheriff's Office to supplement traffic safety, I would hope and advocate more law enforcement presence in Dayton.

I certify that I am a qualified elector whose primary residence is within the City Limits of Dayton, that I am not a City Employee, and that I have resided within the City Limits of Dayton for at least one year prior to the posting date of this notice.

Signature of Applicant: *n. mcgraw*

Date: *7/13/2017*

To: Honorable Mayor and City Councilors

From: Scott Pingel, City Manager

Issue: Approval of Resolution 17/18-4 Authorizing the Transfer of Control of the Astound Franchise

Background Information: The City of Dayton has a franchise agreement with Astound Broadband, which until recently was owned by Wave HoldCo, LLC. On May 18, 2017, Radiate HoldCo, LLC, a Delaware limited liability company and an indirect wholly-owned subsidiary of Radiate Holdings, L.P, entered into an agreement to acquire Wave. Once the transaction is complete, Astound will still be responsible for the franchise agreement with the City, but control of the franchise will transfer to Radiate, the new parent company. Through this resolution, the City is consenting to the transfer of control of the franchise to Radiate as long as Astound remains responsible for its obligations under the franchise.

The resolution was drafted by the City Attorney's office.

City Manager Recommendation: I recommend approval of Resolution 17/18-4.

Potential Motion to Approve: "I move approval of Resolution 17/18-4 a resolution of the City of Dayton authorizing the transfer of control of the telecommunications franchise held by Astound Broadband, LLC."

City Council Options:

- 1 – Move approval of Resolution 17/18-4 as recommended.
- 2 – Move approval of Resolution 17/18-4 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.

RESOLUTION No. 17/18-4
City of Dayton, Oregon

**A RESOLUTION OF THE CITY OF DAYTON AUTHORIZING THE
TRANSFER OF CONTROL OF THE TELECOMMUNICATIONS FRANCHISE
HELD BY ASTOUND BROADBAND, LLC.**

WHEREAS, the City of Dayton (the “City”) granted to Astound Broadband, LLC, a Washington limited liability company (“Astound”), a franchise as set forth in Ordinance No. 622, dated November 3, 2014, to occupy public rights-of-way within the City for the purpose of construction, operation, and maintenance of Astound’s telecommunication system (the “Franchise”); and

WHEREAS, on May 18, 2017, Radiate HoldCo, LLC, a Delaware limited liability company and an indirect wholly-owned subsidiary of Radiate Holdings, L.P. (“Radiate”), entered into an agreement to acquire all the outstanding membership interests of Wave Holdco, LLC (“Wave”), the parent company of Astound (the “Transaction”); and

WHEREAS, Dayton Municipal Code Chapter 6.11, which is incorporated by reference into the Franchise, requires the City’s prior consent to the Transaction; and

WHEREAS, upon the closing of the Transaction, Astound shall remain responsible for all obligations and liabilities under the Franchise; and

WHEREAS, the City has concluded that Radiate meets the legal, technical, and financial criteria for approval of the transfer of control of the Franchise.

The City of Dayton resolves as follows:

Section 1. The City hereby consents to the transfer of control of the Franchise, provided that Astound shall remain responsible for all obligations and liabilities under the Franchise.

Section 2. The approval of the proposed transfer of control shall not take effect until the Transaction closes with all material terms substantially consistent with the information provided to the City and the Federal Communications Commission.

Section 3. This resolution is effective immediately upon adoption.

ADOPTED this ____ day of _____ 2017.

In Favor:

Opposed:

Absent:

Abstained:

Elizabeth Wytoski, Mayor

Date Signed

ATTEST:

**Rochelle Roaden
City Recorder**

Date of Enactment

To: Honorable Mayor and City Councilors

From: Scott Pingel, City Manager

Issue: 1st Reading of Ordinance 640 Food Trucks and Push Carts

Background Information: The City Council has been considering regulations for allowing food trucks in Dayton for several months. The City Council last provided direction and feedback to staff at the July 17, 2017 City Council meeting.

This ordinance is written to meet the City Council's direction that the ordinance do the following:

- Include all County and State requirements for mobile food units and reference county and/or State code.
- Allow for food trucks on private property with little restriction for a limited number of days per year (30 days) and in conjunction with special events such as Dayton Friday Nights or various school events such as football games.
- Define both "food trucks" and "push carts" and to restrict push carts to city parks and only in conjunction with special or public events.
- Provide regulations for food trucks in the right of way in conjunction with special events such as Dayton Friday Nights.
- Provide regulations for food trucks on private property operating on a more regular basis (more than 30 days per year).

City Manager Recommendation: I recommend approval of the 1st Reading of Ordinance 640.

Potential Motion to Approve: "I move approval of the 1st Reading of Ordinance 640 An Ordinance Adding section 3.11 Food Trucks and Push Carts to the Dayton Municipal Code."

City Council Options:

- 1 – Move approval of the 1st reading of Ordinance 640 as recommended.
- 2 – Move approval of the 1st reading of Ordinance 640 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.

ORDINANCE NO. 640
CITY OF DAYTON

An Ordinance Adding Section 3.11 Food Trucks and Push Carts to the Dayton Municipal Code.

WHEREAS, the City Council desires to add Section 3.11 Food Trucks and Push Carts to the Dayton Municipal Code as attached is Exhibit A; and

WHEREAS, the City Council considered said additions in a public meeting on June 19, 2017 and July 17, 2017; and

WHEREAS, on July 17, 2017 and August 7, 2017, the City Council considered the information provided by staff and deliberated on the proposed action.

The City of Dayton ordains as follows:

Section 1. The City of Dayton hereby adopts Ordinance 640; and

Section 2. The City Council adopts the additions of section 3.11 to the Dayton Municipal Code attached as Exhibit A and incorporated by reference herein.

PASSED AND ADOPTED by the City Council of the City of Dayton on this ____ day of _____, 2017

Mode of Enactment:

Date of first reading:

Date of second reading:

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

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

Elizabeth Wytoski, Mayor

ATTEST: _____
Rochelle Roaden, City Recorder

3.11 FOOD TRUCKS AND PUSH CARTS

3.11.1 Definitions. When not clearly otherwise indicated by the context, the following words and phrases used in this section have the following meanings:

(1) “Food Truck” means the sale of food and/or non-alcoholic beverages from a mobile unit, which is used for the purpose of preparing, processing or converting food for immediate consumption as a drive-in or walk-up service. Examples include trailers designed to prepare and serve food, or trucks or vans of sufficient size to properly prepare food with a service window from which to serve food. This definition does not include outdoor barbecue grills, street vendors, or push carts. Exceptions include:

(a) Residential lemonade stands and similar short-term sales.

(b) Food or beverage services associated with private parties on private property where the general public is not invited.

(2) “Push Cart” means the sale of food and/or non-alcoholic beverages from a cart pushed or moved by hand, dolly or other manual method, which is used for the purpose of transporting, preparing, processing or converting food for immediate consumption as a walk-up service.

3.11.2 General Provisions.

- (a) Prior to any use or operation of a food truck or push cart in the City of Dayton whether on private property or within the public right-of-way, the operator is required to obtain the appropriate Mobile Food Unit License through the Yamhill County Health and Human Services Department and hold a current and valid Food Handlers Permit. All regulations per ORS Chapter 624 and OAR Chapter 333 shall apply. All regulations in the Mobile Food Unit Operation Guide developed by the Oregon Department of Human Services, which is available through the Yamhill County Health and Human Services Department shall apply. The Mobile Food Unit License must be displayed at all times.
- (b) Prior to any use or operation of a food truck or push cart in the City of Dayton, the owner or operator of the food truck or push cart must register their business with the City of Dayton per Section 3.3 of the Dayton Municipal Code and provide all required documentation per paragraph (a) above.
- (c) The use or operation of a push cart, in a manner other than defined and allowed in section 3.10 of the Dayton Municipal Code regarding mobile devices, is restricted to the Public (P) zone and only in conjunction with special events where the operator of the push cart has received permission from the person or entity in charge of the special event.
- (d) The temporary use or operation of a food truck on private property for fewer than thirty (30) days in a calendar year that is directed toward a specific event(s) shall only be subject to the General Provisions in this section 3.11.2 of the Dayton Municipal Code as long as the food truck operator has permission from the property owner, and the food truck is fully contained (i.e.: trucks that provide their own water, power, and waste disposal). This temporary use of food trucks shall only be allowed in the Commercial (C), Commercial Residential (CR), and Industrial (I) zones.

3.11.3 Food Trucks in the Public Right-of-Way. The provisions of this section apply to food trucks used in the preparation and/or sales of food and beverage items to the general public in the public right-of-way during a special or public event.

- (a) Food trucks are allowed under the provisions in this section in the public right-of-way in or contiguous to the Commercial (C), Commercial Residential (CR), Industrial (I), and Public (P) zoning districts. The City Manager will establish an application and

review process for this purpose. The person in charge of the event must complete the application and receive permission prior to the event for any food trucks to be placed in the public right-of-way during the event.

- (b) An application for approval for the placement and operation of food truck(s) in the City of Dayton public right-of-way must include the following:
 - (1) A completed application form and application fee.
 - (2) The application requires the signature of the person in charge of the event. If any food truck is planned to be in the adjacent public right-of-way directly in front of a business, the application also requires the signature of the business owner confirming they've been notified and concur with the food truck placement.
 - (3) Site plan drawn to scale.
 - (4) Proximity to bathroom and plan for hand-washing facilities.
 - (5) Disposal plan for wastewater and gray water.
 - (6) Written verification that the food truck has been permitted, inspected and meets applicable County health regulations.
 - (7) Any additional information that may be required by the city manager to properly evaluate the proposed site plan. The city manager may waive any of the requirements above where determined that the information is unnecessary to properly evaluate the proposal.

3.11.3.1 Permit Terms and Conditions. Permits for food trucks for special events shall terminate at the end of the event or event series.

- (a) The permit issued shall be specific to an event or event series, and the permit is not transferable to other events. The permittee will be responsible for compliance with all conditions of approval.
- (b) The permit is specifically limited to the area approved, and will include a site plan indicating the area approved for the operation of the food truck.
- (c) A Class I-IV mobile food unit license issued by the Yamhill County Department of Health must be displayed on the unit at all times so it can be read from the outside. The registration must be current and valid.
- (d) All food trucks are subject to all applicable city, county, and state codes and regulations.

3.11.4 Food Trucks on Private Property. The provisions of this section apply to food trucks used in the preparation and/or sales of food and beverage items to the general public on private property. A food truck that is situated on one lot for more than four (4) hours in any one day and for more than thirty (30) days in any calendar year must be approved following the procedures identified in this section 3.11.4 of the Dayton Municipal Code.

- (a) The following limitations and standards shall apply:
 - 1. Food trucks shall not provide drive-through facilities and are not allowed to provide internal floor space to customers.

2. Food Trucks shall not exceed twenty-six (26) feet in length, not including the trailer hitch, or be greater than two hundred sixty (260) square feet.
3. All food trucks shall be placed on a paved surface such as but not limited to concrete, asphalt pavers, or gravel. If new paved surface is added to a site to accommodate a cart, the parking area shall comply with applicable parking design standards contained in Chapter 7 of the Dayton Municipal Code.
4. All seating areas shall be located on the subject property at least ten (10) feet from a food truck.
5. Ingress and egress shall be safe and adequate when combined with the other uses of the property and will comply with the provisions of Section 7.2.303.
6. Food trucks shall provide adequate vision clearance as required by Section 7.2.308.08.
7. Trucks shall not occupy parking needed to meet minimum vehicle and bicycle parking requirements, and shall not occupy pedestrian walkways or required landscape areas. Blocking automobile access to parking spaces shall be considered occupying the spaces.
8. Trucks shall be located at least three feet from the public right-of-way or back of sidewalk, whichever provides the greater distance from the public right-of-way.
9. Trucks shall remain at least ten (10) feet away from other food trucks, buildings and parking stalls.
10. Trucks shall not be located within twenty-five (25) feet of an active driveway entrance as measured in all directions from where the driveway enters the site at the edge of the street right-of-way. Trucks shall not occupy fire lanes or drive aisles necessary for vehicular circulation or fire/emergency vehicle access. Customer service windows shall be located at least five feet from an active drive aisle used by cars. Each truck shall provide an awning for shelter to customers with a minimum clearance of seven feet between the ground and the awning.
11. Only one truck shall be allowed on any legal lot of record.

(b) Operation and Maintenance.

1. Trucks shall limit the visual effect of accessory items not used by customers, including but not limited to tanks, barrels, etc. by screening with a site-obscured fence or landscaping, or containing them within a storage shed not to exceed one hundred (100) square feet.
2. The exterior surfaces of all trucks shall be clean and free from dents, rust, peeling paint, and deterioration, and windows shall not be cracked or broken.
3. The exterior surface of all food trucks proposed to be located in the Central Business Overlay (CBO) zone shall be a color that is consistent with historic buildings in downtown Dayton.
4. Trucks shall not have missing siding, skirting or roofing.
5. Structures used to provide shelter to customers shall only be tents, canopies and similar membrane structures. Other structures for customer shelter are not allowed.

This does not preclude the use of awnings attached to and supported by a mobile unit or umbrellas designed for café or picnic tables. All canopies, tents and other membrane structures erected on food truck sites shall comply with building code anchoring and engineering standards and fire code standards. Tents and canopies shall not have tears, mold, or broken or non-functioning supports and shall be securely anchored.

6. Unenclosed areas intended to be occupied by customers, such as areas near food truck service windows and customer seating, shall be illuminated when trucks are in operation during hours of darkness.
 7. No source of outdoor lighting shall be visible at the property line adjacent to residential uses at three feet above ground level.
 8. Outdoor lighting fixtures shall be oriented and/or shielded so as not to create glare on abutting properties.
 9. Food trucks are exempt from land use district density, floor area ratio and Central Business Overlay design guidelines and standards. Accessory items to the food truck that are not for customer use, such as barrels, tanks or containers shall be screened to substantially limit the views of such items from the street.
 10. Signage shall comply with sign code regulations per the Dayton Municipal Code. Each truck is permitted one A-Frame sign.
- (c) Fire and Safety.
1. Trucks shall not have components or attachments in disrepair in a manner that causes an unsafe condition.
 2. Uses shall not create tripping hazards in pedestrian or vehicular areas with items such as cords, cables and pipes.
 3. If external electric service is necessary, an underground electric service outlet providing electricity to the unit may be used. The outlet must have a ground fault interrupter and meet all applicable city, state and federal codes. The extension cord from the outlet to the mobile food unit must not be longer than ten (10) feet and must meet all city, state and federal codes.
 4. Trucks shall meet fire code requirements regarding distances from other structures or combustible materials.
 5. Any cooking device within a food truck that creates grease-laden vapors shall provide an approved hood and extinguishing system, or be the type with a self-closing lid as approved by the fire marshal. Appropriate fire extinguishers are required.
 6. Propane tanks shall be stored and handled properly and be located at least ten (10) feet from combustible vegetation and trash receptacles and twenty (20) feet from a potential ignition source. Propane tanks shall remain outdoors and be secured from falling.
- (d) Health and Sanitation.
1. Trash and recycle receptacles shall be provided on site, and must be emptied and maintained. Trash and recycle receptacles shall be provided at a rate of one

receptacle for every food truck. Where the food truck operator proposes to provide an outdoor seating area a minimum of one twenty-gallon trash receptacle and one twenty-gallon recycle receptacle shall be provided in the common seating area.

2. Restrooms with hand washing facilities shall be provided for employees and customers. The restroom can be on-site or within one-quarter mile or a five-minute walk (such as at a neighboring business) and must be available during the truck's hours of operation. If the restroom is not on-site, the food truck operator shall submit written permission from an adjacent business or property owner where the facility is located.
3. Wastewater and gray water shall be disposed of properly without harm to the environment or city infrastructure. An approved disposal plan shall detail storage and removal methods.
4. Food trucks that are fully contained; i.e., trucks that provide their own water, power, and waste disposal, are permitted with no additional utility considerations beyond the permitting process and site plan approval described herein. Food trucks that require a water source, power source, or waste disposal location are permitted only where the city manager has approved site plans that show safe access and location of the aforementioned provisions. Such provisions shall be subject to all applicable building permits and system development charge requirements.

3.11.4.1 Revocation or Suspension of Permit.

- (a) A food truck permit shall be subject to revocation by the city if the application is found to include false information.
- (b) A food truck permit shall be suspended if the food truck is closed for more than ninety (90) days without providing advance written notice to the city manager.

To: Honorable Mayor and City Councilors

From: Scott Pingel, City Manager

Issue: Water System Status Discussion

Background Information: As you know, the City is currently under Grade 2 Water Restrictions, which essentially dictates no outside watering. I wanted to provide an update for the council and brief discussion regarding how we came to the Grade 2 decision, and what we will be looking at as we consider loosening restrictions. Steve Sagmiller will attend council meeting as well to discuss this with us and help me answer questions about the system. As of Thursday morning, August 3rd, the Ferry Street Reservoir was at 19.6 feet, and the joint wells were producing about 300 gallons per minute (gpm). The joint wells still haven't rested for quite a while, and we anticipate production to continue to drop off until they do get some rest. Over the last 3 weeks the joint system wells have dropped from 364 gpm to 300 gpm. That's a hefty drop in production over a very short period of time. 27 feet is considered full for the Ferry Street Reservoir. 20 feet is the minimum we need for fire flows, and that is the point at which we start looking at the potential need for restrictions depending on what the rest of the system is doing and what Lafayette is using. From Thursday July 27th (when we were discussing asking the community to voluntarily cut back on water) to Monday July 31st, we went from 330 gpm of production and about 21 feet in the reservoir to 308 gpm and 19.3 feet in the reservoir, both of which were very concerning drops over just a couple of days, and which changed the discussion from asking for voluntary restrictions to what level of restrictions might be necessary. As we got closer to the end of the day on Monday, reservoir levels continued to drop and we knew we'd have make a tough call Tuesday morning. By Tuesday morning we were down to 17.1 feet in the reservoir, which was a very concerning level with Lafayette still using more from the system than was being produced.

While we are starting to gain again, which is positive, what we really need to have happen is to get full so that our pumps can shut off and the wells and aquifer can get some rest, and then we need to get full again so they can rest again. Steve will attend City Council meeting to talk a bit about how that works and options we have, as well as a bit why this year has been different than previous years due to Lafayette's continued high use.

Lafayette's use has come down a bit, but not nearly enough yet. We are hoping they'll ratchet back further their use of the joint system.

Also, attached with this memo is our IGA with Lafayette for the joint system. I'd like to review it a bit at Council meeting so that the City Council understands what we are working with and why we are unable to force Lafayette to do what we think they should even though we are the operator of the system.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITIES OF DAYTON AND LAFAYETTE, OREGON
CONCERNING THE FINANCING, OWNERSHIP AND OPERATION
OF THE JOINT WATER PROJECT IMPROVEMENTS**

A. DESIGNATION OF JOINT, SEPARATE, AND JOINTLY UTILIZED ASSETS

B. FINANCING AGREEMENT (LOAN REPAYMENT)
(INCLUDING PLEDGE OF SECURITY OF INTEREST IN EASEMENT BY CITY OF
LAFAYETTE TO CITY OF DAYTON)

C. WATER PROJECT MAINTENANCE AND OPERATING AGREEMENT

RECITALS

1. In August 1995, the Cities of Dayton and Lafayette, Oregon (“Cities”), entered into an Intergovernmental Agreement (“Original IGA”) for the purpose of locating a site to jointly develop well fields and transmission mains to distribute water to each city, construct a water treatment plant and related improvements, and to conduct engineering, design and construction of the wells, plant, and related improvements (“the Project”).
2. In January 1997, the Cities modified the Original IGA with Addendum No. 1, intending to divide into equal parts the 40-acre easement on the Brill property, to be held in common by assigning the “front” 20-acre parcel to the City of Dayton and the “back” 20-acre parcel to the City of Lafayette (Exhibit B, Addendum No. 1), as originally anticipated by Section 7 of the Original IGA, as well as agreeing to share equally in the cost of:
 - a. Constructing a temporary or permanent road to the front parcel in order to construct a test well;
 - b. Constructing, maintaining, and operating a permanent roadway the length of the transmission main on both the front and back parcels;
 - c. All costs of constructing, operating and maintaining the first well that are directly related to its performance as a test well.
3. On August 27, 1998, a Settlement was reached between the Cities and the Brills which superseded the original 40-acre easement, referred to in section 2 above. The Settlement conveyed a perpetual easement, to the City of Dayton, for a one acre well site, a 20 foot wide Underground Utility Easement, and a 20 foot wide Roadway and Underground Utility Easement. The Cities shared the cost of this easement. The test well was constructed with the Cities agreeing to share the costs and subsequently became Well No. 1. Later, the city of Dayton shared the cost of Lafayette’s first well, Well No. 4, to offset Lafayette’s expenditures on Well No. 1.
4. In April 2004, the Cities modified the Original IGA with Addendum No. 2, which included a Designation of Joint, Separate, and Jointly Utilized Capital Assets (“Project Assets”), and a Joint Water Project Maintenance and Operating Agreement, as required by the original IGA. Addendum No. 2 also included a Financing Agreement, entered into by the Cities to address the following:

To fund the construction of the Project as agreed in the IGA, the City of Dayton secured a loan from the state of Oregon in the amount of \$3,983,000.00 and the City of Lafayette issued bonds in the amount of \$3,275,000. Because the City of Dayton has increased its loan obligation in an amount up to \$600,000.00 to cover an additional portion of the project costs, the City of Lafayette has agreed to repay such increased loan amount to the City of Dayton so that each city will ultimately contribute equally to the engineering, design and construction of the joint capital assets of the Project.

As security for the Financing Agreement, the City of Lafayette was required to pledge its interest in the easement for Well No. 2 to the City of Dayton. Due to an error in recording the easement for Well Site No. 2, which has now been remedied, this requirement was not timely fulfilled. The City of Lafayette remains current on all other aspects of the Financing Agreement, and now, having been properly recorded, the City of Lafayette wishes to pledge its interest in the easement for Well No. 2 to the City of Dayton as required by the Financing Agreement.

5. In order to more accurately document the development of the Project, designate the ownership of Project Assets, and to update the Cities' operation and maintenance obligations for the Project, the Cities now wish to supersede the Original IGA, as amended by Addendum No. 1 and Addendum No. 2, and enter into this Intergovernmental Agreement. Once this Agreement is fully executed, the Original IGA, as amended by Addendum No. 1 and Addendum No. 2, shall no longer be in effect.

TERMS

1. **Adoption of Agreement.** Based on the recitals above, the Cities of Dayton and Lafayette agree to supersede the Original IGA, as amended by Addendum No. 1 and Addendum No. 2, including all recitals and terms therein and exhibits thereto, and replace it with this Intergovernmental Agreement Between the Cities of Dayton and Lafayette, Oregon, Concerning the Financing, Ownership and Operation of the Joint Water Project Improvements, including Exhibits A, B, and C which are described and attached hereto, and incorporated herein as if fully set forth, as follows:

A. **Exhibit A: Designation of Joint, Separate, and Jointly Utilized Capital Assets.**

The Cities agree to share equally in the cost of the construction, maintenance, and operation of those assets designated in Exhibit A as "joint capital assets". The Cities also agree that unless otherwise designated as "jointly utilized assets," the cost of engineering and construction, as well as maintenance and operation of any assets owned solely by one city shall be paid by that city, either Dayton or Lafayette. Relevant separate assets of the City of Dayton and separate assets of the City of Lafayette are also listed in Exhibit A.

Exhibit A to this Agreement shall replace Exhibit A to the Original IGA, which shall no longer be in effect after this Agreement is executed.

B. Exhibit B: Financing Agreement (Loan Repayment)

In April 2004, the Cities entered into a Financing Agreement (Loan Repayment) for a portion of the cost of project engineering and construction. The Financing Agreement was attached as Exhibit B to the Original IGA.

The Financing Agreement as executed in April 2004 is also attached as Exhibit B to this Agreement and shall remain in full force and effect under this Agreement.

C. Exhibit C: Water Project Maintenance and Operating Agreement

The Cities agree to maintain and operate the Project as set forth in the Joint Water Project Maintenance and Operating Agreement attached as Exhibit C to this Agreement. The City of Dayton will maintain all jointly owned or utilized aspects of the Project, with the City of Dayton assessing the City of Lafayette a maintenance fee based on water usage as determined by the methodology defined in Exhibit C.

Exhibit C to this Agreement shall replace Exhibit C to the Original IGA, which shall no longer be in effect after this Agreement is executed.

2. Ownership of Project Assets. Both Cities agree that ownership of Project Assets shall be as designed in Exhibit A to this Agreement.

3. Maintenance. Both Cities agree that maintenance and operation of the Project shall be as provided in Exhibit C to this Agreement.

4. Liability. Each City agrees to contribute equally to any damages that may be assessed arising from the use or condition of any of those shared capital assets specified in Exhibit A to this Agreement. Each City shall be solely liable for any damages that may be assessed arising from the use or condition of those parts of the Project not jointly shared.

5. Termination of the Agreement. This Agreement shall continue in full force and effect in perpetuity unless terminated by one or both of the parties. Either city may terminate this Agreement by providing written notice to the other party a minimum of two years prior to the effective date of termination. If written notice of termination is given, representatives of the Cities shall meet to attempt to arrive at a division of assets and a mutually agreeable price therefore. The price of an asset shall be based upon the capital improvement's depreciated value. The depreciated value shall be based upon the useful life of the capital improvement under generally accepted accounting principles using a straight line method of depreciation. If the Cities are unable to agree to a division of assets within sixty (60) days, the dispute shall be submitted to an arbitrator mutually agreed upon by the parties. In the event that parties cannot agree on an arbitrator, then the arbitrator shall be appointed by the Presiding Judge of the Yamhill County Circuit Court.

6. **Assignment.** Neither city shall have the right to assign its interest in this Agreement (or any portion thereof) without prior written consent of the other city.
7. **Amendment.** Amendments or addendum to the Agreement shall be in writing and must be approved by the respective City Councils of Dayton and Lafayette.
8. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unlawful, such unlawful or invalid provision shall be severed from the Agreement and the remaining provisions shall continue in full force and effect.
9. **Approval by Lafayette.** In a public meeting held on February 12, 2009, the City Council of the City of Lafayette adopted Resolution No. 2009-01, approving this Intergovernmental Agreement in form and substance and agreeing to supersede the Original IGA under the terms set forth herein.
10. **Approval by Dayton.** In public meeting held on February 2, 2009, the City Council of the City of Dayton adopted Resolution No. 08/09-30, approving this Intergovernmental Agreement in form and substance and agreeing to supersede the Original IGA under the terms set forth herein.
12. **Effective Date.** This Agreement shall be effective upon the last date signed by the parties.

CITY OF DAYTON, OREGON

By: Christy M...

Title: City Manager

Date: 3/9/09

Approved as to form:

Paul Elsner

Paul Elsner
Beery & Elsner LLP
City Attorney
City of Dayton

CITY OF LAFAYETTE, OREGON

By: Deane Ricks

Title: CITY ADMINISTRATOR

Date: 2-23-09

Just D. Luke for

Andrew E. Jordan
Jordan Schrader Ramis PC
City Attorney
City of Lafayette

Exhibit A

DESIGNATION OF ASSETS OF JOINT WATER PROJECT CONSTRUCTED BY THE CITIES OF DAYTON AND LAFAYETTE

1. JOINT CAPITAL ASSETS

- Easements (2) for Well No. 2, Transmission Main and Electrical.
- Permanent Access Roadway between Wells #1 and #4.
- Easement for Well No. 3.
- Easement for Well No. 4.
- Easement for Well No. 5.
- Well No. 5 and appurtenant structures including lines from wellhead to transmission main.
- Transmission Main from Well #1 to Dayton reservoir/clear well.
- Treatment Plant Building and related accessory structures and equipment (including fire pump, filters and generator).

2. SEPARATE CAPITAL ASSETS

A. City of Lafayette:

- Well No. 4 and appurtenant structures including lines from wellhead to transmission main.
- Well No. 2 and appurtenant structures including lines from wellhead to transmission main.
- Transmission main from Dayton reservoir/clear well to Lafayette distribution system.

B. City of Dayton

- Well No. 1 and appurtenant structures including lines from wellhead to transmission main.
- Water Line, Access Road and Well Site Easement – Brill Property.
- Well No. 3 and appurtenant structures including lines from wellhead to transmission main.
- Reservoir/clear well.
- All transmission mains from reservoir/clear well to Dayton distribution system.
- Real property for site of Treatment Plant, Reservoir, and other accessory structures.

3. JOINTLY UTILIZED (CAPITAL) ASSETS

(Assets separately owned and jointly used)

- 1.5 million gallon reservoir*

* Per previous agreements, 25% of the costs associated with the engineering, construction, operation and maintenance of the reservoir was paid by the City of Lafayette, since the reservoir is intended to perform in lieu of a clear well constructed solely by the City of Lafayette for its use.

EXHIBIT B

FINANCING AGREEMENT (LOAN REPAYMENT)

between the

CITY OF LAFAYETTE, OREGON

(the “City of Lafayette”)

and the

CITY OF DAYTON, OREGON

(the “City of Dayton”)

Relating to

\$600,000

City of Lafayette, Oregon

Loan Repayments to the City of Dayton, Oregon

Dated as of June 1, 2003

FINANCING AGREEMENT (LOAN REPAYMENT)

This Financing Agreement (Loan Repayment) (the “Financing Agreement”) is dated as of June 1, 2003, and is entered into by and between the cities of **LAFAYETTE, OREGON** (the “City of Lafayette”) and **DAYTON, OREGON**, (the “City of Dayton”), both political subdivisions of the State of Oregon (collectively, the “Cities”). The Cities hereby agree as follows:

ARTICLE I. RECITALS, DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 General Recitals.

- (a) In August 1995, the Cities entered into an Intergovernmental Agreement (the “IGA”) for the purpose of locating a site to jointly develop well fields and a transmission main to distribute water to each of the Cities, including a water treatment plant and related improvements, and to conduct engineering, design and construction of the wells, plant, and related improvements;
- (b) In January 1997, the parties modified the IGA with Addendum No. 1 (“Addendum No. 1”), dividing into equal parts the easement held in common by assigning the front 20-acre parcel to the City of Dayton and the back 20-acre parcel to the City of Lafayette;
- (c) In the IGA, as modified by Addendum No. 1, the Cities agreed to share equally in the costs of (i) constructing a temporary or permanent road to the front parcel in order to construct a test well; (ii) constructing, maintaining and operating a permanent roadway the length of the transmission main on both the front and back parcels; and (3) all costs of constructing, operating and maintaining the first well that are directly related to its performance as a test well;
- (d) Section 8 of the IGA states that the Cities will designate joint capital assets and share equally in the cost of construction, operation and maintenance of such joint capital assets;
- (e) Section 9 of the IGA states that the transmission main from the wells to the point of bifurcation for distribution to each City shall be owned by the City of Dayton; however costs of engineering, construction and debt service of the transmission main shall be shared equally by the Cities;
- (f) Section 10 of the IGA states that the City of Dayton will maintain all parts of the Project that both Cities own and/or use, with the City of Dayton assessing the City of Lafayette a maintenance fee based on water usage;
- (g) To fund the construction of the Project as agreed in the IGA, as amended and supplemented, the City of Dayton secured a loan from the State of Oregon in the amount of \$3,983,000 and entered into a Loan Agreement dated November 7, 2002 between the City of Dayton and the State of Oregon, acting by and through its Economic and Community Development Department;
- (h) To fund its portion of the Project the City of Lafayette issued its Water Revenue Bonds, Series 2000 in the aggregate principal amount of \$3,275,000 (the “Series 2000 Bonds”) pursuant to Resolution No. 2000-24 (Master Water Bond Resolution) adopted by the City on September 28, 2000 (the “Master Resolution”);

- (i) Because the City of Dayton has increased its loan obligation to the State of Oregon in an amount up to \$600,000 to cover the additional portion of the Project costs, the City of Lafayette has agreed to repay that increased loan amount to the City of Dayton; and
- (j) As security for its loan repayment obligations to the City of Dayton, the City of Lafayette will pledge to the City of Dayton an Easement (as defined below) for a future well;
- (k) The City of Lafayette is authorized to finance real and personal property such as the Project pursuant to Oregon Revised Statutes Section 271.390 and execute and deliver this Financing Agreement to finance the additional costs of the Project.

Section 1.2 The Cities Recite:

- (a) The City of Dayton will borrow an amount up to an additional \$600,000 from the State of Oregon to cover 2003 Project Costs;
- (b) The City of Lafayette will repay the City of Dayton the additional amount up to \$600,000 for 2003 Project costs from Net Revenues of the City's Water Operating Account on a subordinate basis to the Series 2000 Bonds, subject to the terms and conditions set forth herein.

Section 1.3 Definitions.

All capitalized terms not defined in this Financing Agreement shall have the meanings defined for those terms in the Master Resolution or the IGA, as amended and supplemented. Unless the context clearly requires use of a different definition, the following capitalized terms shall have the meanings defined for those terms in this section:

"Addendum No. 2" means Addendum No. 2 to Intergovernmental Agreement and dated June 1, 2003.

"Easement" means that interest in real property known as Parcel B, *Well Site No. 2 and 20' Utility Easement*, Exhibit 2 pp.11-12 of Deed Record 2001108467, recorded May 30, 2001, Yamhill County, Oregon.

"Intergovernmental Agreement" means the Intergovernmental Agreement for the Siting, Engineering and Construction of Improvements to the Water Systems of the Cities of Dayton and Lafayette, Oregon, dated as of August 23, 1995, as amended and supplemented by Addendum No. 1, dated as of January 6, 1997.

"Financing Agreement" means this Financing Agreement (Loan Repayment), including the exhibits attached hereto and any amendments to this Financing Agreement and its exhibits.

"Financing Amount" means the amount up to \$600,000 to be paid by the City of Lafayette to the City of Dayton for additional costs of the Project, as shown in the attached Exhibit 1."

"Financing Payments" means payments due in the amounts specified and on the dates specified in Exhibit 1.

"OECD" means the State of Oregon, acting by and through its Economic and Community Development Department.

“2000 Project” shall mean financing the costs of locating a site to jointly develop well fields and a transmission main to distribute water to each of the Cities, including a water treatment plant and related improvements, and to conduct engineering, design and construction of the wells, plant, and related improvements.

“2003 Project” shall mean the additional amount up to \$600,000 in project costs which represents the City of Lafayette’s portion necessary to complete the 2000 Project.

ARTICLE II. REPRESENTATIONS AND COVENANTS OF THE CITIES

Section 2.1 Representations and Covenants of the City of Lafayette. The City of Lafayette represents, covenants and warrants for the benefit of the City of Dayton as follows:

- (a) The City of Lafayette is authorized under ORS 271.390 and the City Charter to enter into this Financing Agreement and to perform all of its obligations under this Financing Agreement.
- (b) On June 12, 2003, the City of Lafayette adopted Resolution No. 03-10 approving the execution and delivery of Addendum No. 2 and the exhibits attached thereto, including as Exhibit B this Financing Agreement.
- (c) The City of Lafayette represents and covenants that all required action has been taken to ensure the enforceability of this Financing Agreement. All Financing Payments required by Section 3.2(b) below shall be paid to the City of Dayton.

Section 2.2 Representations and Covenants of the City of Dayton. The City of Dayton represents and covenants for the benefit of the City of Lafayette as follows:

- (a) The City of Dayton is authorized to enter into a [Supplemental] Loan Agreement with OECDD and to enter into this Financing Agreement and to perform all of its obligations under this Financing Agreement.
- (b) On July 7, 2003, the City of Dayton adopted Resolution No. 03/04-01 approving the execution and delivery of Addendum No. 2 and the exhibits attached thereto, including as Exhibit B this Financing Agreement.
- (c) The City of Dayton represents, covenants and warrants that all required action has been taken to ensure the enforceability of this Financing Agreement (except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors’ rights generally).

ARTICLE III. THE FINANCING AND THE PAYMENTS

Section 3.1 The Financing.

The City of Dayton agrees to borrow an additional amount from OECDD and loan that amount to the City of Lafayette as provided in this Financing Agreement. The City of Lafayette agrees to make payments on the dates and in the amounts to the City of Dayton as shown in the attached Exhibit 1 to this Financing Agreement. The City of Dayton agrees to loan the City of Lafayette an amount up to \$600,000 upon the terms and conditions set forth in this Financing Agreement. The City of Dayton makes this loan to the City of Lafayette under the same terms set by OECDD to its loan to the City of Dayton: a repayment period

of thirty (30) years and rate of interest of one percent (1%). This Financing Agreement shall commence on the date provided above.

Section 3.2 The Payments and Additional Charges.

- (a) The City of Lafayette agrees to pay the City of Dayton, its successors or assigns, without deduction or offset of any kind, as payment for the Financing made under this Financing Agreement, the Financing Payments.
- (b) The City of Lafayette shall pay the City of Dayton the Financing Amount in installments, with interest, on the payment dates or next succeeding business day, as shown in Exhibit 1, as those amounts may be reduced by any prepayment of the Financing Payments.
- (c) In addition to the Financing Payments, the City of Lafayette covenants to pay, to the extent permitted by law, all costs and expenses which the City of Dayton may incur because of any default by the City of Lafayette under this Financing Agreement, including reasonable attorneys' fees and costs of suit or action at law to enforce the terms and conditions of this Financing Agreement.

Section 3.3 Prepayment.

- (a) The City of Lafayette may prepay the Financing Payments as described in Section 3.2(b) above at any time.
- (b) The City of Lafayette shall give notice of prepayment of Financing Payments to the City of Dayton not later than 15 days before the prepayment date. The notice shall state the date of the prepayment and the amount of the principal amount, plus accrued interest, if any, to be prepaid. Prepayment of principal shall not alter the obligation to make payments when due according to the schedule in Exhibit 1.

Section 3.4 Nature of City of Lafayette's Obligations.

- (a) Notwithstanding Oregon Revised Statutes Section 271.390(3), the parties hereto agree that the Financing Payments made by the City of Lafayette shall be payable from the Net Revenues of the City of Lafayette's Water Fund on a subordinate basis to payment of the City's Series 2000 Bonds, which shall have a superior and prior lien on the Net Revenues of the City's Water Fund. This Financing Agreement shall constitute a subordinate obligation under the City's Master Resolution.
- (b) The City of Lafayette covenants that it will charge rates and fees in connection with the operation of the Water System which, when combined with other Gross Revenues, are adequate to generate Net Revenues sufficient to pay principal and interest on the City of Lafayette's Water Revenue Bonds, Series 2000, on a first and prior lien, and covenants that it will charge rates and fees sufficient to pay principal and interest on the Financing Payments on a second and subordinate lien basis to the City of Lafayette's Water Revenue Bonds, Series 2000.
- (c) Subject to Section 3.4(a) hereof, the City of Lafayette hereby agrees that its obligation to pay all Financing Payments and Additional Charges is absolute and unconditional, and shall not be subject to any of the following:
 - (i) any setoff, counterclaim, recoupment, defense or other right which the City of Lafayette may have against the City of Dayton, any contractor or anyone else for any reason whatsoever;

- (ii) any insolvency, bankruptcy, reorganization or similar proceedings by the City of Lafayette;
 - (iii) abatement through damage, destruction or non-availability of the 2000 Project or the 2003 Project, whether or not caused by “force majeure” as described in Section 4.1(b); or
 - (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing.
- (d) The City of Lafayette hereby agrees to pledge its interest in the Easement for Well No. 2 to the City of Dayton as security for this Financing Agreement.
- (i) Within thirty (30) days of the date of this Agreement, the City of Lafayette shall provide to the City of Dayton a deed of conveyance of the Easement signed by the City of Lafayette. Within sixty (60) days of the date of this Agreement, the Cities shall adopt a resolution that (a) attaches the deed of conveyance of the Easement as an exhibit, and (b) includes recitals recognizing the Easement as pledge of security for this Financing Agreement and providing that the deed shall not be formally accepted and recorded by the City of Dayton unless and until such time as a specific contingent event of default occurs under Article IV.
 - (ii) The Parties understand and agree that the undivided half-interest in the Easement conveyed by City of Lafayette to City of Dayton is in a subordinate position to City of Lafayette Bondholders.
 - (iii) If a bondholder asserts a default to this encumbrance on the Easement, or if an auditor for City of Lafayette asserts an audit exception for that reason, the City of Dayton will release the Easement from the Financing Agreement, including reconveying the Easement if necessary.

Section 3.5 Estoppel.

The Cities hereby certify, recite and declare that all things, conditions and acts required by the Constitution and Statutes of the State of Oregon and by this Financing Agreement to exist, to have happened and to have been performed precedent to and in the execution and the delivery of this Financing Agreement, do exist, have happened and have been performed in due time, form and manner, as required by law, and that this Financing Agreement is a valid and binding obligation of the Cities enforceable against the Cities in accordance with its terms.

ARTICLE IV. EVENTS OF DEFAULT AND REMEDIES

Section 4.1 Events of Default Defined.

- (a) The following shall be events of default under this Financing Agreement and the terms “events of default” and “default” shall mean, whenever they are used in this Financing Agreement, any one or more of the following events:
 - (i) Failure by the City of Lafayette to pay any Financing Payment required to be paid hereunder in the amount and at the time specified herein;
 - (ii) Except as provided in Section 4.1(b) below, failure by the City of Lafayette to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of sixty (60) days after written notice to the

City of Lafayette by the City of Dayton, or by any person or agent acting on its behalf, specifying such failure and requesting that it be remedied, unless the City of Dayton shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the City of Dayton will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City of Lafayette within the applicable period and diligently pursued until the default is corrected; or

- (iii) The commencement by the City of Lafayette of a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect or an assignment by the City of Lafayette for the benefit of its creditors, or the entry by the City of Lafayette into an agreement of composition with creditors, or the taking of any action by the City of Lafayette in furtherance of any of the foregoing.
- (b) If by reason of force majeure, the City of Lafayette is unable in whole or in part to carry out its agreement herein contained, the City shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, any of the following: acts of God; strikes, lockouts or other industrial disturbances; acts of the public enemy; orders or restraints of any kind of the government of the United States of America or of Yamhill County, Oregon wherein the City is located or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any similar or different cause or event not reasonably within the control of the City of Lafayette.

Section 4.2 Remedies on Default.

Whenever any event of default referred to in Section 4.1 above shall have happened and be continuing, the City of Dayton shall have the right, after demand or notice, to the extent permitted by law, to exercise any of the following remedies:

- (a) to require the City of Lafayette to make any payment(s) due and owing in order to bring Financing Payments current with the schedule in Exhibit A;
- (b) in the event payment under subsection (a) is not made within sixty (60) days, to declare the unpaid principal components of the Financing Payments immediately due and payable, with accrued interest to the date of payment; or
- (c) to take whatever action at law or in equity may appear necessary or desirable to enforce this Financing Agreement or to protect any of the rights vested in the City of Dayton by this Financing Agreement, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in this Financing Agreement, including enforcement of any pledge of security, or in aid of the exercise of any power granted in this Financing Agreement or for the enforcement of any other legal or equitable right vested in the City of Dayton by this Financing Agreement or by law.

Section 4.3 No Remedy Exclusive.

No remedy herein conferred upon or reserved to the City of Dayton is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Financing Agreement to the City of Dayton or now or

hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. To entitle the City of Dayton to exercise any remedy reserved to it, it shall not be necessary to give any notice other than such notice as may be required herein or by law.

Section 4.4 Agreement to Pay Attorneys' Fees and Expenses.

If any party to this Financing Agreement should default under any of the provisions hereof and any non-defaulting party or parties should employ attorneys or incur other expenses for the collection of moneys on the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay, to the extent permitted by law, to such non-defaulting party or parties the reasonable fees of such attorneys and such other expenses incurred by such non-defaulting party or parties.

ARTICLE V. MISCELLANEOUS

Section 5.1 Notices.

All notices, obligations or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to:

City of Lafayette: City of Lafayette, Oregon
P.O. Box 55
Lafayette, Oregon 97127
Attention: City Administrator

With a copy to: E. Andrew Jordan, Esq.
City Attorney
Jordan Schrader, PC
2 Centerpointe Drive, Sixth Floor
Lake Oswego, Oregon 97035

City of Dayton: City of Dayton, Oregon
P.O. Box 339
Dayton, Oregon 97114
Attention: City Administrator

With a copy to: Paul Elsner, Esq.
Beery & Elsner LLP
1750 S.W. Harbor Way, Suite 380
Portland, Oregon 97201

Section 5.2 Binding Effect.

This Financing Agreement shall inure to the benefit of and shall be binding upon the Cities and their respective successors and assigns.

Section 5.3 Severability.

In the event any provisions of this Financing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

Section 5.4 Amendments.

This Financing Agreement may be amended only as approved in writing by the Cities.

Section 5.5 Execution in Counterparts.

This Financing Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.6 Applicable Law.

This Financing Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any action regarding this Financing Agreement or the transactions contemplated hereby shall be brought in the circuit court of Yamhill County, Oregon.

Section 5.7 Headings.

The headings, titles and table of contents in this Financing Agreement are provided for convenience and shall not affect the meaning, construction or effect of this Financing Agreement. All references herein to Sections, and other subdivisions which do not specify the document in which the subdivision is located shall be construed as references to this Financing Agreement.

IN WITNESS WHEREOF, the Cities of Lafayette and Dayton have caused this Financing Agreement to be executed in their name by their duly authorized representatives, all as of the date first above written.

CITY OF LAFAYETTE, OREGON

CITY OF DAYTON, OREGON

By: *L. W. Nank*
Title: *Mayor*

By: *Georgia M. Windisch*
Title: *Mayor*

Date: *3-11-2004*

Date: *Apr 12, 2004*

Approved as to form:

Joan S. Kelsey
Joan S. Kelsey
Beery & Elsner LLP
For City of Dayton

E. Andrew Jordan
E. Andrew Jordan
Jordan Schrader P.C.
For City of Lafayette

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EXHIBIT 1 - Financing Payments

Exhibit C

Joint Water Project Maintenance and Operating Agreement

Section 1: Recitals and Definitions

1.1 Authority

The Cities of Dayton and Lafayette (collectively Cities) enter into this Agreement pursuant to ORS 190.010 *et seq.* and ORS 225.050 to provide for maintenance and operation of water system improvements constructed pursuant to the Intergovernmental Agreement¹ of which this Agreement is Addendum No. 2, Exhibit C.

1.2 Parties

The Parties to this Agreement are the Cities of Dayton and Lafayette both of which are duly constituted Oregon municipal corporations. Through their respective City Councils, each city has designated its respective City Administrator to act on its behalf.

City of Dayton P.O. Box 339 Dayton, Oregon 97114 Contact: City Manager	City of Lafayette P.O. Box 55 Lafayette, Oregon 97127 Contact: City Administrator
---	--

1.3 Effective Date

This Operation and Maintenance Agreement is effective as of date of approval of the Superseding Intergovernmental Agreement by the City Councils of both the City of Dayton and the City of Lafayette.

1.4 Definitions

- (a) "Construction Contract" means the bidding requirements and all contract documents for the construction of Water System Improvements for the Facility by the Cities of Dayton and Lafayette
- (b) "EPA" means United States Environmental Protection Agency.
- (c) "Facility" means the water treatment plant and booster pump station, fire pump and associated system improvements including the reservoir, transmission lines from the Dayton Prairie Well Field to the point of bifurcation for distribution to Dayton or Lafayette, all of which are jointly constructed by the Cities of Dayton and Lafayette and are to be operated, maintained and repaired pursuant to this Agreement by Dayton.
- (d) "Fiscal Year" means the yearly period running from July 1 to June 30 of the next calendar year.
- (e) "Intergovernmental Agreement" or "IGA" means the "Intergovernmental Agreement for the Siting, Engineering, and Construction of Improvements to the Water Systems of the Cities of Dayton and Lafayette, Oregon (dated August 23, 1995), as amended by Addendum No. 1, Designation of Parcels and Cost of Roadway (January 6, 1997).

¹ As this term is defined at Section 1.4 below.

(f) "Governmental Requirements" means all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, standards, guidance from regulatory agencies, permits, licenses or other regulatory requirements of any kind either now in effect or which come into effect during the term of this Agreement and which relate to this Agreement, the performance of services by City of Dayton, the Cities, the Facility, or any other matter relating to this Agreement.

(g) "Major Renewal and Replacement Costs" include any and all capital cost(s) greater than Twenty Thousand dollars (\$20,000) (as adjusted annually for inflation using the ENR Construction Cost Index).

(h) "Maintenance and Operating Costs" includes all costs associated with the Facility operations, maintenance, repair, and replacement as further defined in this Agreement.

(i) "Prudent Industry Practices" means:

- the service(s), practice(s), method(s) and act(s) which are commonly used in the potable water industry to perform services; or
- such practice(s), method(s) or act(s) which in the exercise of reasonable judgment (in light of facts known at the time) could be expected to accomplish a desired result at reasonable cost, consistent with good business practices, reliability, safety and expedition.

Provided however, the term is not intended to be limited to optimum practices, methods or acts to the exclusion of all others but rather as a range of reasonable practices, methods or acts taken or engaged in by municipal entities managing and operating similar facilities in the industry under similar circumstances.

(j) "Raw water" means water received at the Water Treatment Plant for treatment.

(k) "Site" is the real property owned by Dayton on which the water treatment plant and booster pump station will be located.

(l) "Finished Water" means Raw Water that has been treated at the Facility in accordance with the standards required by the State of Oregon, Department of Human Services, Oregon Health Department.

1.5 Authorized Representatives

(a) Dayton will designate an individual to serve as representative in all dealings with Lafayette concerning the subject matter of this Agreement.

(b) Lafayette will designate an individual to serve as representative in all dealings with Dayton concerning the subject matter of this Agreement.

(c) Change of Representatives. Representatives may be changed at any time with written notice to the other party.

1.6 Owner

The Cities shall jointly own the Facility as further specified in Exhibit A.

1.7 Operator

The City of Dayton shall be the Operator of the Facility, with the exception of setting flow and chlorination rates for the Lafayette transmission line and maintaining the pumps feeding the Lafayette transmission line.

Section 2: Maintenance and Operation

2.1 Services to be Performed by Operator.

In order to supply Finished Water, Operator shall manage the day-to-day operation of the Facility, operate and maintain the Facility, and undertake such tasks generally necessary for satisfactory performance of the Facility.

2.2 Scope of Maintenance and Operation.

Operator will maintain and operate the Facility according to Prudent Industry Practices. Operator shall treat Raw Water to the standards required by EPA and the State of Oregon, and shall produce Finished Water that meets those standards. Operator shall provide the appropriate level of certified operator at all times.

2.3 Approval of Maintenance and Operating Procedures.

The Cities shall jointly agree on the substance and protocol of procedures necessary for the maintenance and operation of the treatment plant and related improvements. Nothing in this agreement prevents or prohibits coordinated, cooperative efforts being agreed upon by the cities.

2.4 Standard Operating Procedures.

If requested by Lafayette, Dayton shall provide Lafayette a copy of its standard operating procedures, as such may be determined and revised by Dayton's Public Works Director. The standard operating procedures shall comply with the protocols agreed to pursuant to Section 2.3.

2.5 Inspection

At any time, Lafayette may enter the Property to inspect the Facility and Operator's performance of its obligations. Lafayette shall be responsible for its own acts in performing any inspection or observation.

Section 3: Renewal, Amendment

3.1 Term of Agreement.

This Agreement shall be perpetual unless terminated consistent with the provisions of Section 5.1 by either or both parties.

3.2 Amendment.

This Agreement may be amended as the Parties deem necessary. Any amendment(s) shall be in writing and approved by resolution of the City Councils of both Dayton and Lafayette.

Section 4: Default; Remedy

4.1 Breach; Notice.

(a) Events constituting a breach of this agreement may include, but are not limited to, the following:

(i.) Failure by Dayton to perform Operator's obligations, as specified in Subsections 2.1 and 2.2; or

- (ii.) Failure by Lafayette to meet payment obligations, as specified in Section 6.
- (b) Within 30 days of an event believed to constitute a breach, written notice of such failure may be delivered from one City Administrator to the other City Administrator, setting out with specificity the nature of the breach and the necessary cure.

4.2 Default; Resolution

- (a) Events of default shall include:
 - (i.) Failure by Dayton to cure or attempt to cure a deficiency in operations or maintenance as specified in Sections 2.1 and 2.2, within 30 days of receiving notice as provided in Section 4.1(b).
 - (ii.) Failure by Lafayette to cure or attempt to cure a deficiency in payment obligations as specified in Section 6, within 30 days of receiving notice as provided in Section 4.1(b).
- (b) Upon delivery of a notice of default, the Cities shall meet within 10 days of notice and attempt to reach a resolution of the matter to their mutual satisfaction. If the Cities cannot resolve the matter leading to default, the Cities shall submit the matter to the dispute resolution process as outlined in Section 7.10.

Section 5: Termination

5.1 Termination.

Either Dayton or Lafayette may terminate this Agreement for any reason by giving the other a minimum of two (2) years written notice. If written notice of termination is given, the city representatives shall divide and allocate the assets of the Facilities as provided in Section 12 of the Intergovernmental Agreement.

5.2 Effective Date.

Any such termination of this Joint Water Project Maintenance and Operating Agreement shall take effect on March 1 first reached following at least two years written notice. Regardless of whether notice of termination has been given, the Cities shall continue to perform their mutual obligations under this Agreement until termination is effective.

Section 6: Establishment and Allocation of Maintenance and Operating Costs

6.1 Establishment of Costs and Methodology of Sharing Costs

- (a) The Cities agree to determine in good faith all costs of operating and maintaining the Facility and to adjust the Maintenance and Operating costs annually.
- (b) Included in the Maintenance and Operating Costs are Category 1, operating and maintenance costs based on the volume of water usage, and Category 2, fixed operating and maintenance costs. The Cities agree to establish a methodology that would include a proportional share of Category 1 costs and an equal share of Category 2 costs; however, the Cities may establish any methodology necessary and appropriate to meet their purposes.

(c) If the Cities cannot agree on the Operating and Maintenance Costs and the methodology of sharing costs, they shall follow the resolution process provided in Section 6.4.

6.2 Allocation of Share of Costs

(a) The Cities agree that Lafayette shall pay its share of the Maintenance and Operating Costs of the Facility as described in Section 6.1 to Dayton, including any Major Renewal and Replacement Costs as determined in Section 6.4.

(b) Not later than March 1st of each year, Dayton shall provide Lafayette with an estimate of Lafayette's share of the Maintenance and Operating Costs for the current fiscal year and an estimate of Maintenance and Operating Costs for the next fiscal year. By June 15th of each fiscal year, Dayton shall ascertain actual water consumption by Lafayette and its residents for the previous twelve (12) months and bill the City of Lafayette for their share of the Maintenance and Operating Costs according to the established methodology and in relation to actual water consumption for that time period.

(c) Not later than December 15th, Lafayette shall make a payment to Dayton of one half of the estimated cost for that fiscal year. By June 25th, Lafayette will make a payment to Dayton of the full amount ascertained according to the established methodology as noted in subsection (b) above.

6.3 Late Payment

Any portion of the share of Maintenance and Operating Costs owed by Lafayette but not received by Dayton within 30 days of the due date may be assessed interest as provided by ORS 82.010 until paid in full. The accrued interest plus the portion of the share owed shall constitute a debt that Dayton may submit to the dispute resolution process described in Section 7.10.

6.4 Expenditure of Funds for Major Renewal/Replacement.

Except in the event of an emergency, Dayton shall notify Lafayette in writing and consult with Lafayette prior to the expenditure of funds for Major Renewal and Replacement Costs. If the Cities do not agree on the need for or amount of such expenditure, the Cities shall share equally the cost of a professional evaluation of the proposed expenditure. The independent engineer or other appropriate professional shall have experience in the construction, operation, and maintenance of water treatment plants and systems and shall evaluate the renewal or replacement needs and associated costs. If the Cities do not accept the evaluation, they shall follow the dispute resolution process of Section 7.10.

6.5 Annual Budget Responsibility

Each City shall include in its annual budget sufficient funds to pay their respective shares of Maintenance and Operating Costs and Major Renewal and Replacement Costs of the Facility under the Intergovernmental Agreement as amended. Furthermore, both Dayton and Lafayette covenant and agree to maintain and if necessary to adjust their water rates so that there are sufficient funds available to pay their respective shares of Operating and Maintenance Costs including Major Renewal and Replacement Costs for the Facility.

6.6 Reserve Account

The Cities shall meet to determine the establishment of reserve fund(s) for anticipated Major Renewal and Replacement Costs and/or costs of expansion.

Section 7: Miscellaneous

7.1 Notice of Claims and Lawsuits

If either City becomes aware of any claim or lawsuit involving the Facility, it must promptly notify the other in writing, providing the information of which it is aware concerning the claim or lawsuit.

7.2 Liability; Indemnification; Insurance

- (a) The Cities each agree to contribute equally to any damage(s) that may be assessed arising from the use or condition of any of the jointly owned and/or jointly utilized improvements as specified in Exhibit A of Addendum No. 2 to the IGA. Each City shall be solely liable for any damage(s) that may be assessed arising from the use or condition of those part(s) of the Project not jointly shared or owned.
- (b) Each City shall indemnify the other against any claims, suits or actions for damages arising under or related to this Agreement, and the IGA as amended.
- (c) In addition, Dayton, to the extent permitted by law, agrees to indemnify, defend and hold harmless Lafayette, its Mayor, Councilors, employees and agents (hereinafter collectively referred to as Lafayette) from and against any and all losses, expenses, penalties, fines, costs, demands and claims sustained or alleged to have been sustained as a result of the actions of Dayton, its Mayor, Councilors, employees or agents acting pursuant to this Agreement or as Operator of the Facility.
- (d) Similarly, Lafayette, to the extent permitted by law, agrees to indemnify, defend, and hold harmless Dayton, its Mayor, Councilors, employees and agents (hereinafter collectively referred to as Dayton) from and against any and all losses, expenses, penalties, fines costs, demands and claims sustained or alleged to have been sustained as a result of the actions of Lafayette, its Mayor, Councilors, employees or agents acting pursuant to this Agreement.
- (e) The cost of property insurance related to operation and maintenance of the Facility shall be included in Maintenance and Operating Costs. Lafayette shall be named as an additional insured on Dayton's property insurance policy. Dayton shall be responsible for purchasing and maintaining such property insurance in an amount equal to replacement value of the Facility and shall provide a copy of the insurance certificate to Lafayette.
- (f) As of the date of this Agreement, Dayton and Lafayette participate in the same liability insurance pool; therefore, the Cities agree to name each other as additional insureds on their respective liability insurance policies. In the event either City changes its liability insurance carrier or policy in a manner that affects this Agreement, the Cities shall determine any steps necessary to provide for appropriate coverage.
- (g) Dayton and Lafayette agree that each waives any right of action that it may acquire against the other for loss or damage to that City's property or to

property in which that City may have an interest to the extent that such loss is covered by any insurance policy or policies and to the extent that proceeds (which proceeds are free and clear of any interest of third parties) are received by the City claiming the loss or damage.

7.3 Permits

- (a) Operational: Dayton shall be responsible for securing any local, state or federal permit(s) required to operate and maintain the Facility.
- (b) Land use: Dayton shall be responsible for securing any necessary land use permit(s) related to the siting of the Facility. The Cities' representatives shall approve all signs related to the Facility prior to sign installation. Any permit required for a sign shall be the responsibility of Dayton.

7.4 Labor & Personnel

Regardless of the type of services performed by Dayton employees at or concerning the Facility, all Dayton employees shall remain, for all compensation, workers compensation and benefit purposes, employees of Dayton and not employees of Lafayette or joint employees.

7.5 Safety & Health

Operator shall be responsible for the conduct of all operations under this Agreement consistent with all applicable laws and regulations (including occupational safety and health) as well as Prudent Industry Practices.

7.6 Security; Compliance

Through their representatives, the Cities shall agree on necessary security requirements for the Facility, costs of which shall be included in Maintenance and Operating Costs. As Operator, Dayton shall make any security arrangements required by the Cities.

7.7 Records & Audit

Dayton shall maintain records and accounts concerning the operation, maintenance, repair, and equipping of the Facility. Dayton shall provide to Lafayette access to and copies of all records pertaining to maintenance and operation of the Facility. Any request by members of the public to inspect public records shall be directed to the Dayton City Administrator for a response.

7.8 Dispute Resolution

- (a) Mediation. Should the Cities arrive at an impasse regarding any claims or disputed claims arising under the terms of or pursuant to this Agreement, the Cities agree that they shall submit their dispute to mediation prior to the commencement of any litigation or arbitration. The mediator shall be an individual mutually acceptable to both Cities, but in the absence of agreement, either City may apply to the Presiding Judge, Yamhill County Circuit Court for appointment of a mediator. Each City shall share equally in the fees and costs of the mediator. Each City shall be responsible for its own attorneys' fees and other expert fees. Mediation shall be at Portland, Oregon unless the Cities agree otherwise. Both Cities agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement and failure to comply with this requirement is a

material breach of this Agreement. The schedule and time allowed for mediation will be mutually acceptable.

- (b) Arbitration. If the dispute is not resolved by mediation, the Cities agree that they shall enter into binding arbitration to resolve the matter, under the same process and division of costs as set forth for resolving the dispute by mediation as set forth in Subsection (a) above.
- (c) Either Dayton or Lafayette may file a suit for injunctive relief to resolve a dispute in a court with proper jurisdiction located in Yamhill County, Oregon. The prevailing party shall be entitled to recover its costs, attorney and expert fees both at trial and on appeal.

7.9 No Third Party Beneficiaries.

Neither Dayton nor Lafayette intends to nor do they confer any benefit on any person, firm, or corporation other than the parties hereto.

City of Lafayette

Name Miane Runko
Title CITY ADMINISTRATOR
Date 2-23-09

Approved as to Form

Jordan Schrader
E. Andrew Jordan
Jordan Schrader
Lafayette City Attorney

City of Dayton

Christy Ellis
City Manager
3/9/09

Approved as to Form:

Paul Elsner
Paul Elsner
Beery & Elsner LLP
Dayton City Attorney

Wellfield Production and Distribution 2016

	Well 1	Well 2	Well 3	Well 4	Well 5	Total	Treatment Plant Influent	Backwash	Lafayette Distribution	Dayton Distribution	Lafayette %	Dayton %	L + D	Diff
Jan	678,000	1,233,000	1,465,000	837,000	1,623,000	5,836,000	6,229,000	202,000	4,072,000	1,715,000	70%	30%	5,787,000	49,000
Feb	0	1,217,000	1,382,000	1,575,000	1,462,000	5,636,000	6,112,000	198,000	3,910,000	1,249,000	76%	24%	5,159,000	477,000
Mar	381,000	873,000	1,446,000	1,475,000	1,433,000	5,608,000	5,967,000	189,000	4,505,000	1,023,000	81%	19%	5,528,000	80,000
Apr	791,000	660,000	1,725,000	1,850,000	1,824,000	6,850,000	7,356,000	211,000	6,014,000	608,000	91%	9%	6,622,000	228,000
May	1,343,000	1,304,000	1,762,000	2,068,000	2,029,000	8,506,000	9,325,000	277,000	7,011,000	1,659,000	81%	19%	8,670,000	-164,000
Jun	1,939,000	1,558,000	2,206,000	2,794,000	2,846,000	11,343,000	12,410,000	351,000	8,715,000	2,822,000	76%	24%	11,537,000	-194,000
Jul	2,356,000	1,368,000	2,046,000	3,645,000	3,009,000	12,424,000	13,812,000	401,000	9,542,000	3,158,000	75%	25%	12,700,000	-276,000
Aug	2,567,000	2,182,000	2,131,000	4,118,000	2,356,000	13,354,000	14,718,000	464,000	10,049,000	3,429,000	75%	25%	13,478,000	-124,000
Sep	2,051,000	1,740,000	1,646,000	1,679,000	1,314,000	8,430,000	10,161,000	324,000	7,319,000	1,902,000	79%	21%	9,221,000	-791,000
Oct	2,136,000	1,652,000	2,208,000	2,408,000	1,727,000	10,131,000	11,707,000	378,000	9,078,000	1,621,000	85%	15%	10,699,000	-568,000
Nov	2,937,000	1,579,000	1,487,000	2,297,000	1,579,000	9,879,000	10,537,000	351,000	8,592,000	1,077,000	89%	11%	9,669,000	210,000
Dec	1,935,000	2,358,000	1,927,000	2,519,000	2,135,000	10,874,000	11,143,000	364,000	9,208,000	1,132,000	89%	11%	10,340,000	534,000
Total	19,114,000	17,724,000	21,431,000	27,265,000	23,337,000	108,871,000	119,477,000	3,710,000	88,015,000	21,395,000	80%	20%	109,410,000	-539,000

Wellfield Production and Distribution 2017

	Well 1	Well 2	Well 3	Well 4	Well 5	Total	Treatment Plant Influent	Backwash	Lafayette Distribution	Dayton Distribution	Lafayette %	Dayton %	Dayton %	Diff
Jan	2,510,000	1,660,000	2,192,000	3,115,000	2,463,000	11,940,000	13,389,000	437,000	10,584,000	1,490,000	88%	12%	12,074,000	-134,000
Feb	976,000	1,352,000	1,935,000	2,648,000	1,353,000	8,264,000	9,712,000	293,000	7,810,000	1,082,000	88%	12%	8,892,000	-628,000
Mar	0	1,454,000	960,000	2,749,000	1,538,000	6,701,000	8,042,000	155,000	7,157,000	97,000	99%	1%	7,254,000	-553,000
Apr	0	1,321,000	0	2,799,000	2,843,000	6,963,000	8,040,000	209,000	7,258,000	5,000	100%	0%	7,263,000	-300,000
May	13,000	2,224,000	1,102,000	3,453,000	3,442,000	10,234,000	11,570,000	228,000	10,447,000	140,000	99%	1%	10,587,000	-353,000
Jun	1,858,000	1,671,000	2,451,000	2,890,000	2,652,000	11,522,000	12,458,000	255,000	10,176,000	1,281,000	89%	11%	11,457,000	65,000
Jul	2,726,000	2,285,000	2,860,000	3,524,000	3,115,000	14,510,000	16,369,000	329,000	13,120,000	1,606,000	89%	11%	14,726,000	-216,000
Aug														
Sep														
Oct														
Nov														
Dec														
Total	8,083,000	11,967,000	11,500,000	21,178,000	17,406,000	70,134,000	79,580,000	1,906,000	66,552,000	5,701,000	92%	8%	72,253,000	-2,119,000

City of Dayton
Budget vs Actual for FY 2016-2017
as of June 30, 2017

	07/16-6/17 Cur YTD Actual	2016-2017 Cur Year Budget	YTD % of Budget	2015-2016 Pri Year Actual
GENERAL FUND				
Revenue	1,035,446	880,676	117.6%	931,840
Admin				
Personnel Services				
Salaries	44,013	44,825	98.2%	43,514
Benefits	18,643	24,759	75.3%	18,949
Material and Services	65,894	70,675	93.2%	51,340
Capital Outlay	7,211	14,500	49.7%	3,770
Total Administration	135,761	154,759	87.7%	117,573
Parks				
Personnel Services				
Salaries	31,079	31,390	99.0%	29,652
Benefits	11,844	15,555	76.1%	11,904
Material and Services	30,589	43,400	70.5%	25,432
Capital Outlay	5,811	17,500	33.2%	8,823
Total Parks	79,323	107,845	73.6%	75,811
Library				
Personnel Services				
Salaries	39,733	40,620	97.8%	39,090
Benefits	21,372	28,081	76.1%	21,481
Material and Services	14,382	19,050	75.5%	13,329
Capital Outlay	2,230	5,500	40.5%	518
Total Library	77,717	93,251	83.3%	74,419
Planning				
Personnel Services				
Salaries	15,235	16,080	94.7%	14,875
Benefits	7,619	10,010	76.1%	7,657
Material and Services	25,348	45,300	56.0%	33,667
Capital Outlay	349	500	69.8%	173
Total Planning	48,551	71,890	67.5%	56,373
Building				
Personnel Services				
Salaries	13,961	14,760	94.6%	13,645
Benefits	6,948	9,129	76.1%	6,983
Material and Services	37,582	57,675	65.2%	48,162
Capital Outlay	18	500	3.6%	173
Total Building	58,509	82,064	71.3%	68,963
Transfers	49,500	49,500	100.0%	12,500
Contingency	0	100,000	0.0%	0
Unappropriated Ending Fund Balance	0	221,367	0.0%	0
Total Fund 100 Revenue	1,035,446	880,676	117.6%	931,840
Total Fund 100 Expenses	449,362	880,676	51.0%	405,638
General Fund Balance	586,084			526,202

City of Dayton
Budget vs Actual for FY 2016-2017
as of June 30, 2017

	07/16-6/17 Cur YTD Actual	2016-2017 Cur Year Budget	YTD % of Budget	2015-2016 Pri Year Actual
LOCAL OPTION TAX				
Revenue	409,640	349,283	117.3%	374,042
Personnel Services				
Salaries	27,196	32,010	85.0%	26,294
Benefits	14,654	18,970	77.3%	14,518
Material and Services	176,765	186,050	95.0%	171,413
Capital Outlay	171	3,000	5.7%	262
Total	218,786	240,030	91.1%	212,487
Contingency	0	109,253	0.0%	0
Total Fund 101 Revenue	409,640	349,283	117.3%	374,042
Total Fund 101 Expenses	218,786	349,283	62.6%	212,487
Local Option Tax Fund Balance	190,854			161,555
Street Fund				
Revenue	255,887	224,720	113.9%	246,208
Personnel Services				
Salaries	27,084	26,885	100.7%	26,056
Benefits	10,036	13,180	76.1%	10,087
Material and Services	58,802	86,471	68.0%	76,098
Capital Outlay	18	6,500	0.3%	345
Total	95,940	133,036	72.1%	112,586
Transfers	55,000	55,000	0.0%	0
Contingency	0	36,684	0.0%	0
Total Fund 200 Revenue	255,887	224,720	113.9%	246,208
Total Fund 200 Expenses	150,940	224,720	67.2%	112,586
Street Fund Balance	104,947			133,622
Water Fund				
Revenue	1,493,369	1,319,521	113.2%	1,274,695
Personnel Services				
Salaries	103,181	108,770	94.9%	101,092
Benefits	47,661	62,592	76.1%	47,903
Material and Services	199,710	266,642	74.9%	175,122
Capital Outlay	8,503	10,500	81.0%	539
Total	359,056	448,504	80.1%	324,656
Water Treatment Facility				
Personnel Services				
Salaries	36,284	36,930	98.3%	34,713
Benefits	16,822	22,091	76.1%	16,907
Material and Services	86,692	101,875	85.1%	55,200
Capital Outlay	7	1,500	0.5%	516
Total	139,805	162,396	86.1%	107,335
Transfers	433,000	433,000	100.0%	306,000
Contingency	0	150,000	0.0%	0
Unappropriated Ending Fund Balance	0	125,621	0.0%	0
Total Fund 300 Revenue	1,493,369	1,319,521	113.2%	1,274,695
Total Fund 300 Expenses	931,860	1,319,521	70.6%	737,991
Water Fund Balance	561,509			536,704

**City of Dayton
Budget vs Actual for FY 2016-2017
as of June 30, 2017**

		07/16-6/17 Cur YTD Actual	2016-2017 Cur Year Budget	YTD % of Budget	2015-2016 Pri Year Actual
Sewer Fund	Revenue	633,556	588,925	107.6%	644,066
	Personnel Services				
	Salaries	101,420	104,780	96.8%	99,556
	Benefits	47,560	62,459	76.1%	47,801
	Material and Services	162,522	200,592	81.0%	178,708
	Capital Outlay	3,370	6,500	51.8%	874
	Total	314,870	374,331	84.1%	326,939
	Contingency	61,000	214,594	31.1%	106,000
	Total Fund 400 Revenue	633,556	588,925	107.6%	644,066
	Total Fund 400 Expenses	375,870	588,925	63.8%	432,939
	Sewer Fund Balance	257,686			211,127
State Revenue Sharing	Revenue	86,861	53,277	163.0%	51,929
	Material and Services	30,714	39,100	78.6%	31,367
	Capital Outlay	47	14,177	0.3%	0
	Total	30,761	53,277	57.7%	31,367
	Total Fund 500 Revenue	86,861	53,277	163.0%	51,929
	Total Fund 500 Expenses	30,761	53,277	57.7%	31,367
	State Revenue Sharing Fund Balance	56,100			20,561
Water Utility Capital	Revenue	381,335	372,458	102.4%	217,632
	Material and Services	0	0	0.0%	0
	Capital Outlay	359,981	372,458	96.7%	94,169
	Total	359,981	372,458	96.7%	94,169
	Total Fund 600 Revenue	381,335	372,458	102.4%	217,632
	Total Fund 600 Expenses	359,981	372,458	96.7%	94,169
	Water Utility Capital Fund Balance	21,353			123,462
Sewer Utility Capital	Revenue	219,486	2,643,935	8.3%	279,475
	Material and Services	0	0	0.0%	0
	Capital Outlay	131,784	2,643,935	5.0%	209,660
	Total	131,784	2,643,935	5.0%	209,660
	Total Fund 700 Revenue	219,486	2,643,935	8.3%	279,475
	Total Fund 700 Expenses	131,784	2,643,935	5.0%	209,660
	Water Utility Capital Fund Balance	87,702			69,814
Equipment Replacement Reserve Fund	Revenue	12,378	10,684	115.9%	33,619
	Capital Outlay	6,669	8,500	78.5%	31,550
	Contingency	0	2,184	0.0%	0
	Total	6,669	10,684	62.4%	31,550
	Total Fund 750 Revenue	12,378	10,684	115.9%	33,619
	Total Fund 750 Expenses	6,669	10,684	62.4%	31,550
	Water Utility Capital Fund Balance	5,709			2,069

Report Criteria:
 Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount	
06/17	06/16/2017	22472	513	Elizabeth Wytoski	011917	2	500.500.611.00	.00	74.08-	V
06/17	06/16/2017	22548	513	Elizabeth Wytoski	Multiple	1	500.500.752.00	.00	60.99-	V
06/17	06/15/2017	22631	1355	Historic Dayton Wine House	2016 QTR 2 -	3	100.100.799.00	.00	168.40-	V
06/17	06/08/2017	22875	1377	Cameron Rodriguez	MAYORS A	1	500.500.752.20	.00	25.00	
06/17	06/12/2017	22876	1353	BRX, Inc.	2609.4069.0	1	600.600.930.10	.00	45,847.60	
06/17	06/15/2017	22877	679	A1 Backflow Services, LLP	8760	1	300.300.705.00	.00	40.00	
06/17	06/15/2017	22878	1378	Abby de Smet	REFUND 06	1	100.100.750.20	.00	200.00	
06/17	06/15/2017	22879	1382	Aki Builders	REFUND 05	1	100.100.750.20	.00	200.00	
06/17	06/15/2017	22880	329	Alexonet Inc	1201	10	400.400.705.30	.00	483.70	
06/17	06/16/2017	22881	317	AVENET, LLC	40856	10	400.400.705.30	.00	.00	V
06/17	06/15/2017	22882	127	Baker & Taylor	4011936550	1	100.104.715.00	.00	471.76	
06/17	06/15/2017	22883	151	Beery, Elsner & Hammond	14414	3	100.100.700.00	.00	3,176.50	
06/17	06/15/2017	22884	1384	Bob and Marlene Crabb	REFUND	2	400.400.750.00	.00	47.60	
06/17	06/15/2017	22885	1064	Botten's Equipment Rental	1-539974	1	400.400.708.10	.00	335.83	
06/17	06/15/2017	22886	166	Cascade Form Systems	1899	10	400.400.601.00	.00	283.08	
06/17	06/15/2017	22887	105	City of Dayton	Multiple	1	300.301.707.00	.00	1,266.16	
06/17	06/15/2017	22888	362	City of Newberg	MAY 2017	2	100.106.716.00	.00	1,221.60	
06/17	06/15/2017	22889	169	City of Yamhill	00293	1	101.101.705.40	.00	250.00	
06/17	06/15/2017	22890	860	City Sweepers, LLC	10236	1	200.200.614.40	.00	390.00	
06/17	06/15/2017	22891	1127	Copiers Northwest, Inc	INV1575229	10	400.400.601.00	.00	403.05	
06/17	06/15/2017	22892	1360	David Todd Construction, LLC.	REFUND 52	2	400.400.750.00	.00	42.03	
06/17	06/15/2017	22893	532	Dayton Community Development	1051	1	500.500.752.20	.00	471.63	
06/17	06/15/2017	22894	339	Dayton School District	REFUND-RE	1	100.100.750.20	.00	350.00	
06/17	06/15/2017	22895	111	DCBS Fiscal Services	MAY 2017	1	100.106.700.35	.00	123.78	
06/17	06/15/2017	22896	869	Ditch Witch Northwest Exchange	221039	5	400.400.614.00	.00	74.82	
06/17	06/15/2017	22897	789	Edge Analytical	Multiple	1	300.300.751.00	.00	78.00	
06/17	06/29/2017	22898	513	Elizabeth Wytoski	061517	4	500.500.611.00	.00	.00	V
06/17	06/15/2017	22899	543	Ferrellgas	1096815094	1	100.100.707.30	.00	164.92	
06/17	06/15/2017	22900	614	Frontier	Multiple	1	300.300.602.00	.00	283.34	
06/17	06/15/2017	22901	694	GPEC Electrical Contractors	Multiple	1	300.300.614.00	.00	1,750.31	
06/17	06/15/2017	22902	542	Grainger	Multiple	1	100.100.707.30	.00	415.95	
06/17	06/15/2017	22903	1355	Greg and Kathryn Sobotka	2016 QTR 2/	4	100.000.429.00	.00	49.55	
06/17	06/15/2017	22904	1381	Greg White	REFUND 06	1	100.100.750.20	.00	50.00	
06/17	06/15/2017	22905	1385	Hurley Engineering	41675	1	300.300.614.30	.00	1,652.00	
06/17	06/15/2017	22906	134	Iron Mountain Records Mgmt	NWC2886	10	400.400.601.00	.00	55.10	
06/17	06/15/2017	22907	1387	Katherine Alice Emert	REFUND -JU	1	101.101.799.00	.00	100.00	
06/17	06/15/2017	22908	1362	Keith Irvin	REFUND OV	2	400.400.799.00	.00	93.58	
06/17	06/15/2017	22909	1386	Kirsten B Pryor	REFUND 06	2	400.400.750.00	.00	48.19	
06/17	06/15/2017	22910	989	Leo's Excavating & Trucking, Inc	053117	1	300.300.614.60	.00	1,000.00	
06/17	06/15/2017	22911	1379	Mandy Garcia	REFUND 06	1	100.100.750.20	.00	200.00	
06/17	06/15/2017	22912	1380	Michelle Hatfield	REFUND 06	1	100.100.750.20	.00	150.00	
06/17	06/15/2017	22913	124	Mid-Willamette Valley COG	1617359	1	100.105.705.20	.00	237.00	
06/17	06/15/2017	22914	109	News Register	60562	10	400.400.700.10	.00	734.08	
06/17	06/15/2017	22915	871	Office Depot, Inc	Multiple	10	400.400.601.00	.00	46.66	
06/17	06/15/2017	22916	173	One Call Concepts, Inc.	7050370	2	400.400.799.00	.00	30.36	
06/17	06/15/2017	22917	163	Oregon Dept of Revenue	MAY 2017	1	101.101.700.35	.00	490.00	
06/17	06/15/2017	22918	103	PGE	Multiple	1	400.400.600.00	.00	6,100.83	
06/17	06/15/2017	22919	116	Pitney Bowes	3303637389	10	400.400.601.10	.00	428.25	
06/17	06/15/2017	22920	1388	Pitney Bowes	1004290641	10	400.400.601.00	.00	450.00	
06/17	06/15/2017	22921	621	Portland Engineering, Inc	7055	2	300.301.705.00	.00	60.00	
06/17	06/15/2017	22922	240	Print NW	18650	1	100.105.601.00	.00	41.00	
06/17	06/15/2017	22923	747	Protec Inc	750499	1	100.100.707.30	.00	90.00	
06/17	06/15/2017	22924	1389	PumpTech Systems, Inc.	18130	1	300.300.616.00	.00	210.18	

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
06/17	06/15/2017	22925	106	Recology Western Oregon	Multiple	1	400.400.601.00	.00	1,424.39
06/17	06/15/2017	22926	937	Schulz-Clearwater Sanitation, Inc	Multiple	1	100.103.619.00	.00	282.00
06/17	06/15/2017	22927	903	Scott Pingel	061317 REI	10	400.400.611.00	.00	33.60
06/17	06/15/2017	22928	228	Supplyworks	402526859	10	400.400.601.00	.00	599.38
06/17	06/15/2017	22929	1383	Teresa Vargas	REFUND 05	1	100.100.750.20	.00	350.00
06/17	06/15/2017	22930	171	Terminix Processing Center	365599393	10	100.104.707.00	.00	70.00
06/17	06/15/2017	22931	818	Thyssenkrupp Elevator Corp	3003227145	1	100.100.707.30	.00	584.44
06/17	06/15/2017	22932	186	VFW post # 10626	17-005	1	101.101.705.00	.00	37.50
06/17	06/15/2017	22933	154	Westech Engineering, Inc	Multiple	1	600.600.910.10	.00	10,743.24
06/17	06/15/2017	22934	114	Yamhill County Sheriff	JUNE 2017	1	101.101.705.10	.00	10,627.26
06/17	06/15/2017	22935	115	Yamhill County Sheriff	17-005	1	101.101.700.35	.00	210.00
06/17	06/15/2017	22936	117	YCOM	YCOM DAY	1	101.101.770.00	.00	2,331.41
06/17	06/30/2017	22937	190	AFLAC	048619	1	100.000.220.00	.00	189.52
06/17	06/30/2017	22938	1353	BRX, Inc.	JO 2609.406	1	600.600.930.10	.00	7,779.78
06/17	06/30/2017	22939	189	CIS Trust	JULY 2017	22	400.400.594.00	.00	8,292.46
06/17	06/30/2017	22940	513	Elizabeth Wytoski	061517 V2.0	4	500.500.611.00	.00	185.07
06/17	06/30/2017	22941	839	Ferguson Enterprises Inc. #3011	0583726	1	300.300.616.20	.00	191.11
06/17	06/30/2017	22942	614	Frontier	8643275 061	1	400.400.602.00	.00	83.68
06/17	06/30/2017	22943	694	GPEC Electrical Contractors	4431	1	100.103.619.00	.00	551.69
06/17	06/30/2017	22944	845	John Deere Financial	440005/4647	5	400.400.614.00	.00	156.30
06/17	06/30/2017	22945	1070	Kathleen Palanuk	072817 DP	1	500.500.752.60	.00	600.00
06/17	06/30/2017	22946	1390	Mari Morgan	REFUND 06	1	100.100.750.20	.00	200.00
06/17	06/30/2017	22947	147	Maria Garcia	061917	1	100.104.730.10	.00	150.00
06/17	06/30/2017	22948	121	McMinnville Water & Light	67508 06231	1	300.301.600.00	.00	193.07
06/17	06/30/2017	22949	109	News Register	61603	10	400.400.700.10	.00	456.32
06/17	06/30/2017	22950	871	Office Depot, Inc	Multiple	10	400.400.601.00	.00	90.46
06/17	06/30/2017	22951	256	Oregon Dept of Revenue	JUNE 2017	1	100.000.212.00	.00	2,118.75
06/17	06/30/2017	22952	1366	Peter Medina	REFUND 06	1	100.100.750.20	.00	330.00
06/17	06/30/2017	22953	103	PGE	926420 5 06	1	300.300.600.00	.00	79.65
06/17	06/30/2017	22954	1367	River City Environmental, Inc.	218051	1	300.300.614.60	.00	1,531.75
06/17	06/30/2017	22955	119	Sprint	414585229-1	10	400.400.602.00	.00	326.82
06/17	06/30/2017	22956	171	Terminix Processing Center	366049134	1	100.100.707.30	.00	58.00
06/17	06/30/2017	22957	129	The Library Store	Multiple	1	100.104.903.00	.00	2,278.10
06/17	06/30/2017	22958	1006	US Bank	Multiple	1	100.104.715.00	.00	1,305.87
Grand Totals:								.00	124,851.59

TO: MAYOR WYTOSKI AND CITY COUNCIL MEMBERS

**THROUGH: SCOTT PINGEL
CITY MANAGER**

**FROM: STEPHEN SAGMILLER
PUBLIC WORKS DIRECTOR**

SUBJECT: PUBLIC WORKS ACTIVITIES REPORT JULY 2017

Water:

Regulatory Samples bi weekly
Daily rounds
Work orders
Locates
Meter reading
Meter Re Reads
Turn ons / turn offs
Water Report to Lafayette
Water report to State
Receive chemicals at Treatment Plant
Meter replacement (various)
Door hangers for water restrictions
Emergency shut offs (various)
Repair chlorine at Treatment Plant
Repair radios at McDougal
Weed at PO Well
Replace meter at springs
Repair water leak
Repair hydrant meter

Parks:

Clean Restrooms at park daily
Dump garbage all parks
Mow parks
Pressure wash fountain
Remove hanging baskets at park
Prep for parade and Friday night events
Install signs at park
Clean fountain
Repair park restroom

Storm water:

Locates

Wastewater:

Regulatory Samples bi weekly
Daily Rounds
Check operation of lift stations daily
Locates
DMR to DEQ
Mow at lagoons
Spray at lagoons
Repair footbridge lift station

Facilities:

Clean CC
Set up CC
Dump garbage at CC
Mop CC
Fire extinguisher checks
Replace lights at CC

Streets:

Street patching (various)
Street sweeping
Paving on 3rd St
Trim trees on 2nd St
Weed near street trees

Misc:

Deliver agendas
Repair tractor
Repair fence on 7th