

**AGENDA  
DAYTON CITY COUNCIL  
REGULAR SESSION**



**DATE:** MONDAY, JUNE 7, 2021  
**PLACE:** VIRTUAL ZOOM MEETNG; EXECUTIVE ORDER 20-16  
**TIME:** 6:30 PM

Please click the link to join the webinar: <https://zoom.us/j/94322193926>

or Telephone: 1 669 900 9128 Meeting Password: 703643 Webinar ID: 943 2219 3926

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PAGE #</u>
A.	<b>CALL TO ORDER</b>	
B.	<b>ROLL CALL</b>	
C.	<b>PUBLIC HEARINGS</b>	
	<i>The City Council will hold a public hearing to obtain citizen input on the budget for the fiscal year beginning July 1, 2021 as approved by the City of Dayton Budget Committee.</i>	
	<i>The City Council will hold a public hearing to obtain citizen input on the proposed uses of State Revenue Sharing Funds in the City of Dayton FY 2021/2022 Budget.</i>	
D.	<b>APPEARANCE OF INTERESTED CITIZENS</b>	
	<b>This time is reserved for questions or comments from persons in the audience on any topic.</b>	
E.	<b>CONSENT AGENDA</b>	
	1. Regular Session Meeting Minutes – April 4, 2021	1-5
F.	<b>ACTION ITEMS</b>	
	1. Declaring Date of Vacancy for City Council Seat	7-8
	2. Temporary Occupancy Permit	9-18
	3. Liquor License Request-Foster’s Craft Cooking/301 Main Street	19-30
	4. Your Community Mediators Donation Request – Chuck Pattishall, Executive Director	31-34
	5. Homeward Bound Donation Request – Ronnie Vostinak, Executive Director	35-38
	6. Approve Recology Debris Box Collection Rate Increase, Dave Larmouth	39-62
	7. Recology Lawn Debris Program Expansion Discussion/Approval	63-66
	8. Approval of Resolution 2020/2021-13-MVCOG Land Use and Planning Services 21/22	67-78
	9. Approval of Resolution 2020/2021-14- Police Services Contract 21/22	79-88
	10. Approval of Resolution 2020/2021-15-CCRLS Library Services 21/22	89-102
	11. Approval of Bridge Design and Permitting Budget	103-126
G.	<b>CITY COUNCIL COMMENTS/CONCERNS</b>	
H.	<b>INFORMATION REPORTS</b>	
	1. City Manager’s Report	127-152
I.	<b>ADJOURN</b>	

Posted: June 3, 2021 - Patty Ringnalda, 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 Session, Monday, June 21, 2021**  
*Virtual Meeting via Zoom*



**MINUTES**  
**DAYTON CITY COUNCIL**  
**REGULAR SESSION**  
**April 5, 2021**

**PRESENT:** Mayor Elizabeth Wytoski  
Council President Rosalba Sandoval-Perez  
Councilor Annette Frank  
Councilor Daniel Holbrook  
Councilor Kitty Mackin  
Councilor Trini Marquez *arrived at 6:32 pm*  
Councilor Darrick Price *arrived at 6:40 pm*

**ABSENT:**

**STAFF:** Rochelle Roaden, City Manager  
Patty Ringnalda, City Recorder  
Steve Sagmiller, Public Works Director  
Denny Muchmore, City Engineer

**A. CALL TO ORDER**

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

**B. ROLL CALL**

Mayor Wytoski noted there was a quorum with Councilors Frank, Holbrook, Mackin, Marquez, Price and Sandoval-Perez attending the meeting virtually via Zoom. Mayor Wytoski noted the absence of Councilors Marquez and Price.

**C. APPEARANCE OF INTERESTED CITIZENS**

No one was in attendance.

**D. CONSENT AGENDA**

a. Work Session Meeting Minutes of March 15, 2021.

**KITTY MACKIN MOVED TO APPROVE THE CITY COUNCIL  
WORK SESSION MEETING MINUTES OF MARCH 15, 2021 AS  
AMENDED. SECONDED BY DANIEL HOLBROOK. Motion  
carried with Frank, Holbrook, Mackin, Marquez, Sandoval-Perez and  
Wytoski voting aye. Price absent.**

**E. ACTION ITEMS**

**1. Child Abuse Prevention Month Presentation, Carole Joa, Juliette's House.**

Carole Joa, of Juliette's House was present to promote Child Abuse Prevention Month and asked Council to sign a proclamation giving their support. Carol Joa, stated that April 17, 2021 is Save Kids Fair which will be held in the parking lot of Juliette House and April 21, 2021 is Wear Blue Day and they are asking everyone to wear blue on that day. Mayor Wytosk asked Carole Joa to send her the information so that she can add it to social media. Rochelle Roaden advised that she will promote the information on the City's website.

**2. Approval of Resolution 2020/2-11 Declaring April as Child Abuse Prevention Month.**

**DANIEL HOLBROOK MOVED TO APPROVE RESOLUTION 2020/21-11 A RESOLUTION DECLARING APRIL 2021 AS NATIONAL CHILD ABUSE PREVENTION MONTH. SECONDED BY ROSALBA SANDOVAL-PEREZ.** *Motion carried with Frank, Holbrook, Mackin, Marquez, Sandoval-Perez and Wytoski voting aye. Price absent.*

**3. Water Rate Study Presentation, Tim Tice, OAWU**

Tim Tice of OAWU presented his water rate study that he performed for the City of Dayton and proposed new water rates and changes to the way water usage is calculated. Water rates and usage were discussed in length with the Council in agreement that proposed changes will be brought back to the Council for a final decision.

**4. Liquor License Request - Matthews**

Rochelle Roaden, City Manager presented the liquor license request for Matthews Restaurant and recommended that Council approve the application.

**ANNETTE FRANK MOVED TO APPROVE RECOMMENDING APPROVAL OF THE LIQUOR LICENSE APPLICATION FOR MATTHEWS, LLC., AT 306 FERRY STREET DAYTON, OREGON. SECONDED BY TRINI MARQUEZ.** *Motion carried with Frank, Holbrook, Mackin, Marquez, Price, Sandoval-Perez and Wytoski voting aye.*

**5. Approval of Resolution 2020/21-12 PWDS Update, Denny Muchmore**

Denny Muchmore, City Engineer presented the proposed updates to the Public Works Design Standards.

**DANIEL HOLBROOK MOVED TO APPROVE RESOLUTION 2020/21-12 A RESOLUTION ADOPTING PUBLIC WORKS DESIGN STANDARDS UPDATE NUMBER 11. SECONDED BY ANNETTE FRANK.** *Motion carried with Frank, Holbrook, Mackin, Marquez, Price, Sandoval-Perez and Wytoski voting aye.*

**6. Vacuum Truck Purchase Discussion/Approval**

Steve Sagmiller, Public Works Director reviewed his request to purchase of a Vacuum Truck for Public Works use and the need to purchase this type of equipment. Rochelle Roaden reviewed the budget and availability of funds.

**ANNETTE FRANK MOVED TO APPROVE THE PURCHASE OF A 2003 FREIGHTLINER FL 112 CAMEL VACUUM COMBO TRUCK WITH A NOT TO EXCEED PRICE OF \$40,123. SECONDED BY DANIEL HOLBROOK.** *Motion carried with Frank, Holbrook, Mackin, Marquez, Price, Sandoval-Perez and Wytoski voting aye.*

**7. Award Right-of-Way/Easement Services for 9<sup>th</sup> to Flower Project**

Rochelle Roaden reviewed the proposed right of way services for the 9<sup>th</sup> to Flower Street Sidewalk Project.

**ANNETTE FRANK MOVED TO APPROVE AWARDING THE RIGHT-OF-WAY SERVICES CONTRACT FOR THE 9<sup>TH</sup> TO FLOWER SIDEWALK PROJECT (DAYTON MIDDLE SCHOOL SIDEWALK PROJECT) TO RIGHT-OF-WAY ASSOCIATES WITH A NOT TO EXCEED BUDGET OF \$47,850. SECONDED BY KITTY MACKIN.** *Motion carried with Frank, Holbrook, Mackin, Marquez, Price, Sandoval-Perez and Wytoski voting aye.*

**8. Award Engineering Services for Utility Bridge with Infrastructure Upgrade Project**

Rochelle Roaden reviewed the proposed request for engineering services for the Utility Bridge with Infrastructure Upgrade Project in association with the Safe Routes to school grant. Discussion continued.

**DANIEL HOLBROOK MOVED TO APPROVE AWARDING THE ENGINEERING SERVICES FOR THE PHASE I DESIGN OF DAYTON'S UTILITY BRIDGE WITH INFRASTRUCTURE UPGRADES PROJECT TO DOWL, INC., WITH A BUDGET OF \$550,000. SECONDED BY TRINI MARQUEZ.** *Motion carried with Frank, Holbrook, Mackin, Marquez, Price, Sandoval-Perez and Wytoski voting aye.*

**F. CITY COUNCIL COMMENTS AND CONCERNS**

Councilor Holbrook stated that if the Infrastructure Bill that is being considered could be a once in a life time opportunity and that he would like to see that Council discuss the issue in the future.

Councilor Sandoval-Perez thanked Rochelle Roaden for her quick responses to her questions.

Councilor Frank advised that her schedule has changed and that she may be arriving to future meetings late, once she goes back to working in Salem.

Councilor Mackin asked Council to take another look at the intersection of Flower Lane and Ferry Street sidewalks stating that motorists are not stopping on Flower Lane before entering onto Ferry Street. Councilor Mackin would like to see the sidewalks extended up Flower Lane further and would like the intersection to be repainted. Councilor Mackin also suggested that intersection become a three way stop, in an effort for the safety of pedestrians and the speeding on Ferry Street.

Rochelle Roaden advised that the City can request a speed study, however if the average speed on Ferry Street is higher than the posted 35 mph, ODOT may choose to increase the speed limit on that section of Ferry Street. Mayor Wytoski was not in favor of making a request to ODOT, due to prior studies of that area. Rochelle Roaden advised that she will research the possibility of the City adding sidewalks from the intersection of Ferry Street and Flower Lane to the section of the sidewalk that is completed in front of the Baptist Church. Discussion continued.

Mayor Wytoski advised that the Oregon Mayor's Association and the League of Oregon Cities (OMA/LOC) joint symposium will be held May 7, 2021 and she encouraged Council to attend. Mayor Wytoski thanked City Staff for the Bunny on the Run Event, stating that the event garnered so much positive attention and was an example of what the City of Dayton is about.

## **G. INFORMATION REPORTS**

### **1. City Manager's Report**

Rochelle Roaden proposed a grant program to help residents who have past due utility accounts due to COVID with the funds from the American Recovery Funds for those residents who have been affected by COVID. Council was in favor of setting up a grant fund program and directed the City Manager to continue with her proposed program. Rochelle Roaden stated that she would like to disburse funds in June and then reinstate the late fees and shut offs policies in July.

Rochelle Roaden advised that she will be adding the Police Services levy survey on the City's app, advising that the IRS has extended the tax deadline to May 17<sup>th</sup>, and will wait to push out the survey until taxes have been filed and paid.

Rochelle Roaden advised that US Bank in Dayton is closing, adding that she is unsure if they will be keeping the ATM open or not.

The newsletter distribution was discussed, Rochelle Roaden advised that the City will be using a company out of Bend, Oregon that will print, staple and mail the newsletter out, which will save staff time.

Recology Voucher program has distributed 64 vouchers and has been receiving good reviews.

The Budget Committee meeting schedule was reviewed with the Council.

**H. ADJOURN**

There being no further business, the meeting adjourned at 8:07 pm.

Respectfully submitted:

**APPROVED BY COUNCIL on June 7, 2021.**

**As Written**  **As Amended**

By: Patty Ringnalda  
City Recorder

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**Elizabeth Wytoski, Mayor**



**To:** Honorable Mayor and City Councilors  
**From:** Rochelle Roaden, City Manager  
**Issue:** Declaring Date of Vacancy for City Council Seat  
**Date:** June 7, 2021

**Background Information:**

On April 7, 2021, Councilor Kitty Mackin submitted her resignation due to health concerns. This is the first regular session council meeting since receiving the communication from Councilor Mackin as the May meetings are used for budget meetings. As a result, the City Council must address the issue of declaring and filling the vacancy.

Per our Municipal Code (1.03.02(A), the Council must promptly determine and declare the date of vacancy.

The appointment process must be started with a public notice in the News Register with at least a two week application submission deadline. The earliest the public notice can be printed in the News Register is Friday, June 11, 2021.

Here is the Municipal Code language for your reference:

**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 declaring the vacancy as of June 7, 2021.

**Potential Motion to Approve:** "I move to declare Kitty Mackin's City Council seat vacant as of June 7, 2021."

**City Council Options:**

1 – Move to declare council seat vacant.

2 – Take no action.

**To:** Honorable Mayor and City Councilors

**From:** Rochelle Roaden, City Manager

**Issue:** Temporary Occupancy Permit

**Date:** June 7, 2021

**Background information:**

Mark and Robin Pederson, 200 7<sup>th</sup> Street, Dayton, Oregon, have applied for a 6 month temporary occupancy permit (July 1, 2021 – January 1, 2022) to allow their current renters (Pete and Jeanne Rahler) to continue to inhabit the mobile home currently on the property (tract 1) while a new home is built on tract 2. The mobile home sits on the property line between each tract. The applicant is requesting that once the new construction is completed and within 30 days after a certificate of occupancy is issued, the mobile home will be demolished and removed from the property. Additional note, the barn on tract 2 will also be demolished prior to construction beginning. Attached in the packet is the application, map with drawing of structures, a copy of the deed, and an access easement provided by the applicant.

Dayton municipal code limits the Council's approval to 6 months at a time with the option to renew.

**City Manager Recommendation:** I recommend approving the Temporary Occupancy Permit Application with the following conditions. The mobile home must be removed within 30 days of the "building permit final date". A temporary certificate of occupancy for the new home will be issued to allow time to move into the new home. The final certificate of occupancy will not be issued until the barn and mobile home are removed and proof of removal has been submitted to the City.

**Suggested verbiage of motion:** "I move to approve a 6-month Temporary Occupancy Permit Application for Mark and Robin Pederson, 200 7<sup>th</sup> Street, Dayton, Oregon, starting July 1, 2021, with the condition that the mobile home is demolished within 30 days of the "building permit final date" and the demolition of the mobile home and barn must occur before the final certificate of occupancy is issued."

**Council Options:**

1 – Move to approve the temporary occupancy permit application for a period of 6 months.

2 – Move to approve of the temporary occupancy permit application for a period less than 6 months.

3 – Reject the application.



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

Temporary Occupancy
Permit Application



For City of Dayton Use

Date Received: 5-17-21 Received By: Isaac File Number:

Type of Request: [ ] 2 week request [x] 6 month request Request: [x] New [ ] 2nd [ ] 3rd [ ] 4th

Site Address of the Temporary Occupancy: 200 7th St, Dayton, OR 97114

Property Owner(s): Mark + Robin Pederson

Mailing Address: 202 7th St City: Dayton ST: OR Zip: 97114

Telephone Number: Cell Number: 503-560-2557

Email Address: drinkoregonwine@gmail.com

Temporary Living Unit: Make Mobile Home Model Year 1970

\* Existing mfg home

License Plate Number Expiration Date

Insurance Company: Country Financial Policy Number: A36K52Z1279

Proposed Living Area: [x] Front yard [ ] Back yard [ ] Side yard [ ] Driveway [ ] Concrete Slab [ ] Graveled Area

Explain Existing Location

Occupancy: Who will be living in the temporary unit? Pete + Jeanne Rahier

Number of people living in the temporary unit: 2

Provide the names of everyone living in the temporary unit:

Pete + Jeanne Rahier

Proposed Begin Date: July 1, 2021 Proposed End Date: January 1, 2022

Access to facilities? Kitchen: [x] Yes [ ] No Sanitary: [x] Yes [ ] No

The undersigned hereby certifies that he or she understands and agrees to the following:

- 1) That they are the owners of the property identified in this application where the temporary occupancy unit will be placed;
2) That the individuals using the temporary unit have access to sanitation and kitchen facilities;
3) That there is a current and up to date insurance policy covering the temporary occupancy unit;
4) That all of the information herein is correct to the best of their knowledge;
5) They have read chapter 4.4 of the Dayton Municipal Code and agree to abide by all of the rules outlined in the Code;
6) Failure to comply with all the requirements of the Dayton Municipal Code can cause denial of your application or may cause your temporary occupancy permit to be revoked.

Property Owner Signature: [Signature] Date: 5/17/21

For Office Use

Approved [ ] Denied [ ] [ ] With Conditions of Approval Decision Date: Approved or Denied By:
Type of Decision: [ ] City Recorder [ ] City Council Permit Approved Date: Permit Expires:
Photos supplied with application: [ ] Temporary Occupancy Site [ ] Temporary Occupancy Unit

Reason for proposed Temporary Occupancy Permit? Be specific: (to be completed by applicant)

City of Dayton, Temporary Occupancy Permit  
Page 2, Reason for proposed temporary occupancy permit

May 17, 2021 – We are currently renting a mobile home on the property which we will own eventually. We will be buying Tract II, of Lot 7, Block 5 in the City of Dayton. Currently the mobile home crosses the property line of Tract I and Tract II.

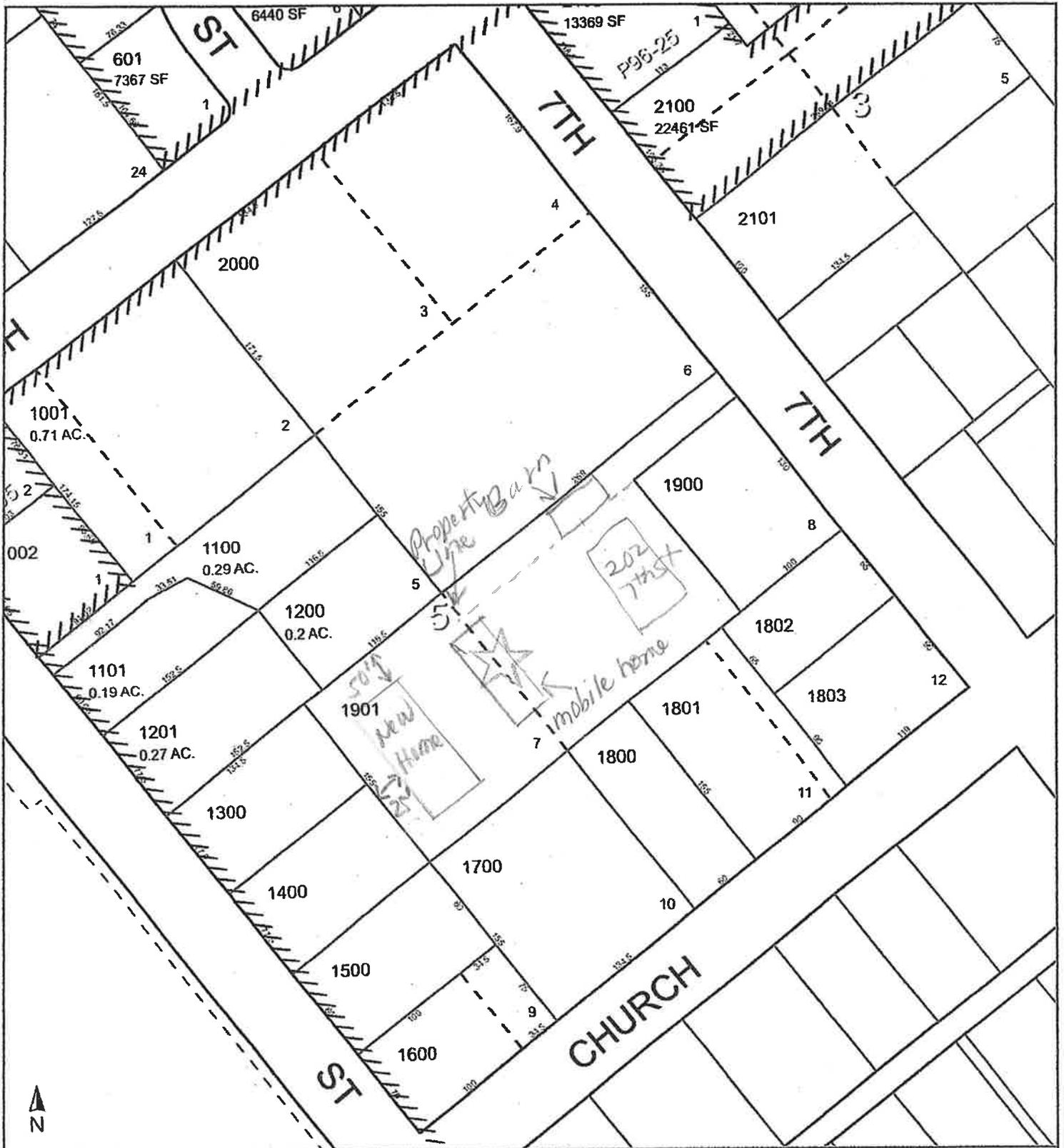
We will be building our own home on Tract II behind the mobile home. The home build is expected to begin in July 2021. We anticipate the home build being completed in early 2022. We are requesting to leave the mobile home standing until 30 days after we have a certificate of occupancy for the new home. At that time, the mobile home (approximately 50 years old) to be demolished and removed from the property. Barn is going to be removed before the new home is completed.

For Office Use

Conditions of Approval

1)  Proof of Insurance must be provided before occupancy can begin;

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**ParcelID: 116136**

**202 7th St**

**Dayton, OR 97114**

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

TICOR TITLE 471819083279

**RECORDING REQUESTED BY:**



1215 NE Baker Street  
McMinnville, OR 97128

**AFTER RECORDING RETURN TO:**

Order No.: 471819083279-LC  
Mark C. Pederson and Robin Y. Pederson, as tenants by the  
entirety  
202 7th Street  
Dayton, OR 97114

**SEND TAX STATEMENTS TO:**

Mark C. Pederson and Robin Y. Pederson  
202 7th Street  
Dayton, OR 97114

APN: 116136  
Map: R4317CA 01901

Yamhill County Official Records		<b>201912114</b>
<b>DMR-DDMR</b>		
Str=2 MILLISA		<b>08/28/2019 01:40:00 PM</b>
2Pgs \$10.00 \$11.00 \$5.00 \$60.00		<b>\$86.00</b>
I, Brian Van Bergen, County Clerk for Yamhill County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.		
Brian Van Bergen - County Clerk		

**STATUTORY WARRANTY DEED**

Benjamin Pope and Melissa Pope, Grantor, conveys and warrants to Mark C. Pederson and Robin Y. Pederson, as tenants by the entirety, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Yamhill, State of Oregon:

Portions of Lots 7 and 8, Block 5, LIPPINCOTT'S ADDITION TO THE TOWN OF DAYTON, in the City of Dayton, County of Yamhill, State of Oregon, more particularly described as follows:

Tract I:  
Lot 8, Block 5, LIPPINCOTT'S ADDITION TO THE TOWN OF DAYTON, Yamhill County, Oregon.

EXCEPTING THEREFROM the following described tract:

Beginning at a point on the Westerly line of Seventh Street that is the corner between Lot 8 and 12 of said Block 5; running thence Southwesterly, along the line between Lots 8 and 12, 100 feet; thence Northwesterly, parallel with the Westerly line of Seventh Street, a distance of 130 feet; thence Northeasterly, parallel with the line between Lots 8 and 12, 100 feet to a point on the Westerly line of Seventh Street; thence Southeasterly to the place of beginning.

Tract II:  
That portion of Lot 7, Block 5, LIPPINCOTT'S ADDITION TO THE TOWN OF DAYTON, Yamhill County, Oregon, more particularly described as follows:

Beginning at the center of said Block 5, Lippincott's Addition to the Town of Dayton, Oregon; thence in a Southeasterly direction, 155 feet to the most Northerly corner of Lot 10 in said addition; thence in a Southwesterly direction, following the said North and Westerly line of said Lot 10, to the most Northerly corner of Lot 9 of said Block 5, a distance of 134-1/2 feet; thence in a Northwesterly direction 155 feet to the Southerly and Easterly line of Lot 5 in said Block 5, Lippincott's Addition; thence on the Southerly and Easterly line of said Lot 5, 134-1/2 feet to the most Westerly corner of Lot 8 in said Block 5, said Addition and the place of beginning.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS FOUR HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$479,900.00). (See ORS 93.030).

**Subject to:**  
Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2019-2020.

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Dayton  
Purpose: sewer  
Recording Date: September 10, 1965  
Recording No: Film Volume 55, page 946  
Affects: Reference is hereby made to said document for full particulars

**STATUTORY WARRANTY DEED**

(continued)

Matters contained in that certain document

Entitled: Easement  
Dated: February 7, 1991  
Recording Date: November 12, 1991  
Recording No: Film Volume 261, page 1281

Reference is hereby made to said document for full particulars.

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

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 8/27/19  
[Signature]  
Benjamin Pope  
[Signature]  
Melissa Pope

State of Oregon  
County of Yamhill

This instrument was acknowledged before me on 27 August 2019 by Benjamin Pope and Melissa Pope.

[Signature]  
Notary Public - State of Oregon

My Commission Expires: 12/22/2019



# EXHIBIT A

LEGAL DESCRIPTION:  
ACCESS EASEMENT  
APRIL 28, 2021

A PORTION OF THAT TRACT OF LAND DESCRIBED AS TRACT I IN INSTRUMENT NO. 201912114, YAMHILL COUNTY DEED RECORDS, ALSO BEING A PORTION OF LOT 8, BLOCK 5 OF THE PLAT OF "LIPPINCOTT'S ADDITION TO THE CITY OF DAYTON", YAMHILL COUNTY RECORDS, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, CITY OF DAYTON, YAMHILL COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

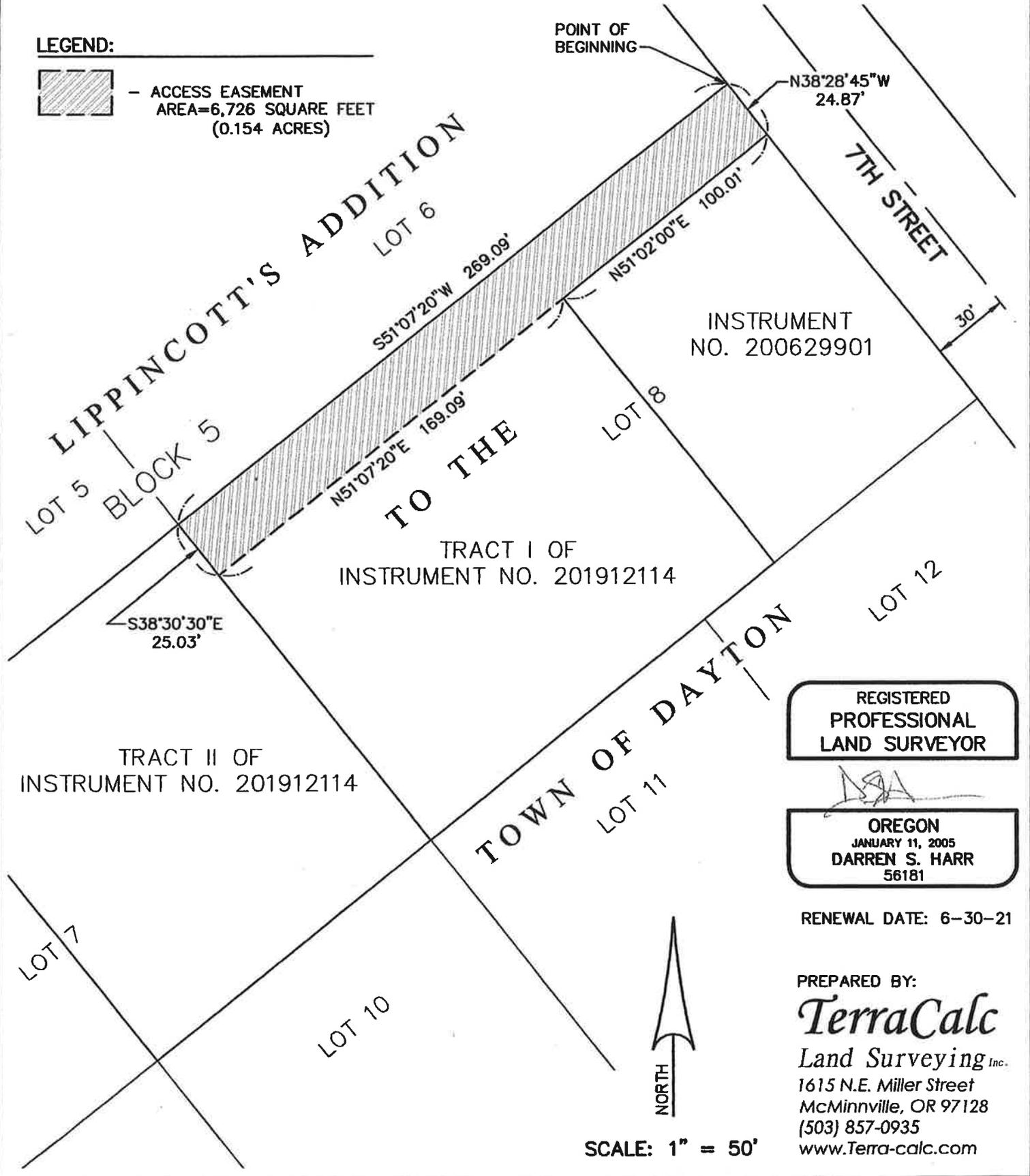
**BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 8, BLOCK 5 OF THE PLAT OF "LIPPINCOTT'S ADDITION TO THE CITY OF DAYTON", SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF THAT TRACT OF LAND DESCRIBED AS SAID TRACT I OF INSTRUMENT NO. 201912114; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT 8 SOUTH 51°07'20" WEST, 269.09 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 8; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 8 SOUTH 38°30'30" EAST, 25.03 FEET; THENCE NORTH 51°07'20" EAST, 169.09 FEET TO THE MOST WESTERLY CORNER OF THAT TRACT OF LAND DESCRIBED IN INSTRUMENT NO. 200629901, YAMHILL COUNTY DEED RECORDS; THENCE ALONG THE NORTHWESTERLY LINE OF SAID TRACT NORTH 51°02'00" EAST, 100.01 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 7TH STREET, BEING 30.00 FEET SOUTHWESTERLY OF THE CENTERLINE THEREOF (WHEN MEASURED PERPENDICULAR THERETO); THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE NORTH 38°28'45" WEST, 24.87 FEET TO THE POINT OF BEGINNING.**

CONTAINS 6,726 SQUARE FEET, MORE OR LESS

**EXHIBIT B**  
**ACCESS EASEMENT**  
 LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 17,  
 TOWNSHIP 4 SOUTH, RANGE 3 WEST, W.M.  
 CITY OF DAYTON, YAMHILL COUNTY, OREGON  
 APRIL 28, 2021

**LEGEND:**

 - ACCESS EASEMENT  
 AREA=6,726 SQUARE FEET  
 (0.154 ACRES)



INSTRUMENT  
 NO. 200629901

TRACT I OF  
 INSTRUMENT NO. 201912114

TRACT II OF  
 INSTRUMENT NO. 201912114

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

  
 OREGON  
 JANUARY 11, 2005  
 DARREN S. HARR  
 56181

RENEWAL DATE: 6-30-21

PREPARED BY:  
**TerraCalc**  
 Land Surveying Inc.  
 1615 N.E. Miller Street  
 McMinnville, OR 97128  
 (503) 857-0935  
 www.Terra-calc.com

SCALE: 1" = 50'



**To:** Honorable Mayor and City Councilors  
**From:** Rochelle Roaden, City Manager  
**Issue:** Liquor License Request – Foster’s Craft Cooking dba Brick Hall 1886  
301 Main Street, Dayton, Oregon  
**Date:** June 7, 2021

**Background and Information**

Oregon law requires that applicants applying for an Oregon liquor license obtain a written recommendation from the governing body if the business is located within an incorporated city.

Mona Johnson and Jaret Foster are applying to obtain a liquor license at 301 Main Street (formerly the Block House Café).

**Council Goal:** N/A

**City Manager Recommendation:** N/A

**Potential Motion to Approve:** “I move to approve recommending approval of the liquor license application for Foster’s Craft Cooking dba Brick Hall 1886 at 301 Main Street, Dayton, Oregon.”





OREGON LIQUOR CONTROL COMMISSION

# LIQUOR LICENSE APPLICATION

PRINT FORM

RESET FORM

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 <sup>st</sup> Location	Date application received and/or date stamp:  Name of City or County:  Recommends this license be: <input type="checkbox"/> Granted <input type="checkbox"/> Denied  By: _____  Date: _____  <b>OLCC USE ONLY</b> Date application received: <u>5-14-2021</u> Date application accepted: <u>5-17-2021</u> <u>[Signature]</u> <b>RECEIVED</b> OREGON LIQUOR CONTROL COMMISSION  <b>SALEM REGIONAL OFFICE</b> License Action(s): <u>NO</u>
Brewery Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/>	
<input type="checkbox"/> Brewery-Public House (BPH) 1 <sup>st</sup> location	
BPH Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/>	
<input checked="" type="checkbox"/> Distillery	
<input checked="" type="checkbox"/> Full On-Premises, Commercial	
<input type="checkbox"/> Full On-Premises, Caterer	
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input checked="" type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege (GSP) 1 <sup>st</sup> location	
GSP Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/>	
<input type="checkbox"/> Limited On-Premises	
<input type="checkbox"/> Off-Premises	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 <sup>st</sup> Location	
Winery Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/> (4 <sup>th</sup> ) <input type="checkbox"/> (5 <sup>th</sup> ) <input type="checkbox"/>	

2. Identify the applicant(s) applying for the license(s). **ENTITY (example: corporation or LLC) or INDIVIDUAL(S)**<sup>1</sup>

Foster's Craft Cooking LLC

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See) Brick Hall 1886		
4. Business Address (Number and Street Address of the Location that will have the liquor license) 301 Main Street		
City Dayton	County OR Yamhill	Zip Code 97114

<sup>1</sup> Read the instructions on page 1 carefully. If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.



# LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) Brick Hall 1886			
6. Does the business address currently have an OLCC liquor license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in <a href="#">OAR 845-004-0065(1)</a> ) 301 Main Street			
City Dayton		State OR	Zip Code 97114
9. Phone Number of the Business Location 503-944-9624		10. Email Contact for this Application and for the Business mona@tournantpdx.com	
11. Contact Person for this Application Mona Johnson			Phone Number 917-579-7988
Contact Person's Mailing Address (if different) 10550 NW MEADOW LAKE RD	City CARLTON	State OR	Zip Code 97111

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

**ATTESTATION: \*\*READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM\*\***

I understand that marijuana is **prohibited** on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read [OAR 845-005-0311](#) and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per [OAR 845-005-0311\(6\)](#)) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an unwaivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

**Applicant(s) Signature**

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one **INDIVIDUAL who is authorized to sign for the entity** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. **Applicants are still responsible for all information on this form.**

Mona Johnson

May 10, 2021

App. #1: (PRINT NAME)

App #1: (SIGNATURE)

App #1: Signature Date

Atty. Bar Information (if applicable)

Jaret Foster

May 10, 2021

App. #2: (PRINT NAME)

App #2: (SIGNATURE)

App #2: Signature Date

Atty. Bar Information (if applicable)

App. #3: (PRINT NAME)

App #3: (SIGNATURE)

App #3: Signature Date

Atty. Bar Information (if applicable)

App. #4: (PRINT NAME)

App #4: (SIGNATURE)

App #4: Signature Date

Atty. Bar Information (if applicable)



OREGON LIQUOR CONTROL COMMISSION  
**INDIVIDUAL HISTORY FORM**

PRINT FORM

RESET FORM

1. Name (Print):	Johnson Last	Mona First	Lee Middle
2. Other names used (maiden, other):			
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, you must list your SSN:			
<p><b>SOCIAL SECURITY NUMBER DISCLOSURE:</b> As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) &amp; ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.</p> <p>Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).</p>			
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: <input checked="" type="checkbox"/>			
5. Date of Birth (DOB):	█ (mm)	█ (dd)	█ (yyyy)
6. Driver License or State ID #: █			7. State OR
8. Contact Phone: 917-579-7988			
9. E-mail Address: mona@tournantpdx.com			
10. Mailing Address:	301 Main Street 10550 NW MEADOW LAKE RD (Number and Street)	Dayton CARLTON (City)	OR 97114 97111 (State) (Zip Code)
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If yes, explain in the space provided, below) Unsure <input type="checkbox"/> Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.			

OSPL  
 State Liquor Commission  
 MAY 17 2021  
 INITIALS: [Signature]



OREGON LIQUOR CONTROL COMMISSION  
**INDIVIDUAL HISTORY FORM**

12. Do you, or any entity that you are a part of, **currently hold** or **have you previously held** a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No  Yes  Please list licenses (and year(s) licensed) below    Unsure  Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No  Yes  Please list licenses (and year(s) licensed) below    Unsure  Please include an explanation:

14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No  Yes  Please list applications below    Unsure  Please include an explanation:

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, **may not** sign your form.

**Affirmation**

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	Johnson Last	Mona First	Lee Middle
Signature:			Date: May 10, 2021

**This box for OLCC use ONLY**

Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?



OREGON LIQUOR CONTROL COMMISSION  
**INDIVIDUAL HISTORY FORM**

PRINT FORM

RESET FORM

1. Name (Print):	Foster  Last	Jaret  First	Tyler  Middle
2. Other names used (maiden, other): <b>Williams</b>			
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, you must list your SSN:			
<p><b>SOCIAL SECURITY NUMBER DISCLOSURE:</b> As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) &amp; ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.</p> <p>Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).</p>			
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: <input checked="" type="checkbox"/>			
5. Date of Birth (DOB):	█  (mm)	█  (dd)	█  (yyyy)
6. Driver License or State ID #: █			7. State OR
8. Contact Phone: 503-944-9624			
9. E-mail Address: jaret@tourantpdx.com			
10. Mailing Address:	301 Main Street 10550 NW MEADOW LAKE RD (Number and Street)	Dayton CARLTON (City)	OR 97114 97111 (State) (Zip Code)
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If yes, explain in the space provided, below) Unsure <input type="checkbox"/> Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.			

SEARCH COMPLETED

MAY 17 2021

INITIALS: DLCH



OREGON LIQUOR CONTROL COMMISSION  
**INDIVIDUAL HISTORY FORM**

12. Do you, or any entity that you are a part of, currently hold or have you previously held a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No  Yes  Please list licenses (and year(s) licensed) below    Unsure  Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No  Yes  Please list licenses (and year(s) licensed) below    Unsure  Please include an explanation:

14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No  Yes  Please list applications below    Unsure  Please include an explanation:

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, *may not* sign your form.

**Affirmation**

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	Foster Last	Jaret First	Tyler Middle
Signature:			May 10, 2021 Date:

**This box for OLCC use ONLY**

Does the individual currently hold, or has the individual previously held, an OLCC-issued liquor license?



# OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Mona Johnson Fosters Child Agency LLC Phone: 503 942-9124  
917-579-7988

Trade Name (dba): Brick Hall 1886

Business Location Address: 301 Main Street

City: Dayton ZIP Code: 97114

### DAYS AND HOURS OF OPERATION

#### Business Hours:

Sunday	5pm	to	10pm
Monday	5	to	10
Tuesday	5	to	10
Wednesday	5	to	10
Thursday	5	to	10
Friday	5	to	10
Saturday	5	to	10

#### Outdoor Area Hours:

Sunday	5pm	to	10pm
Monday	5	to	10
Tuesday	5	to	10
Wednesday	5	to	10
Thursday	5	to	10
Friday	5	to	10
Saturday	5	to	10

The outdoor area is used for:

- Food service Hours: 5pm to 10pm
- Alcohol service Hours: 5pm to 10pm
- Enclosed, how \_\_\_\_\_

The exterior area is adequately viewed and/or supervised by Service Permittees.

\_\_\_\_\_  
(Investigator's Initials)

Seasonal Variations:  Yes  No If yes, explain: Space will be event-based rather than regular service

### ENTERTAINMENT

- Check all that apply:
- Live Music
  - Recorded Music
  - DJ Music
  - Dancing
  - Nude Entertainers
  - Karaoke
  - Coin-operated Games
  - Video Lottery Machines
  - Social Gaming
  - Pool Tables
  - Other: \_\_\_\_\_

### DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday	_____	to	_____
Monday	_____	to	_____
Tuesday	_____	to	_____
Wednesday	_____	to	_____
Thursday	_____	to	_____
Friday	_____	to	_____
Saturday	_____	to	_____

### SEATING COUNT

Restaurant: 4742 Outdoor: 1612  
 Lounge: \_\_\_\_\_ Other (explain): Bar 7  
 Banquet: \_\_\_\_\_ Total Seating: 61 ✓

**OLCC USE ONLY**

Investigator Verified Seating: \_\_\_\_ (Y) \_\_\_\_ (N)

Investigator Initials: \_\_\_\_\_

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

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [Signature] Date: May 10, 2021

1-800-452-OLCC (6522)

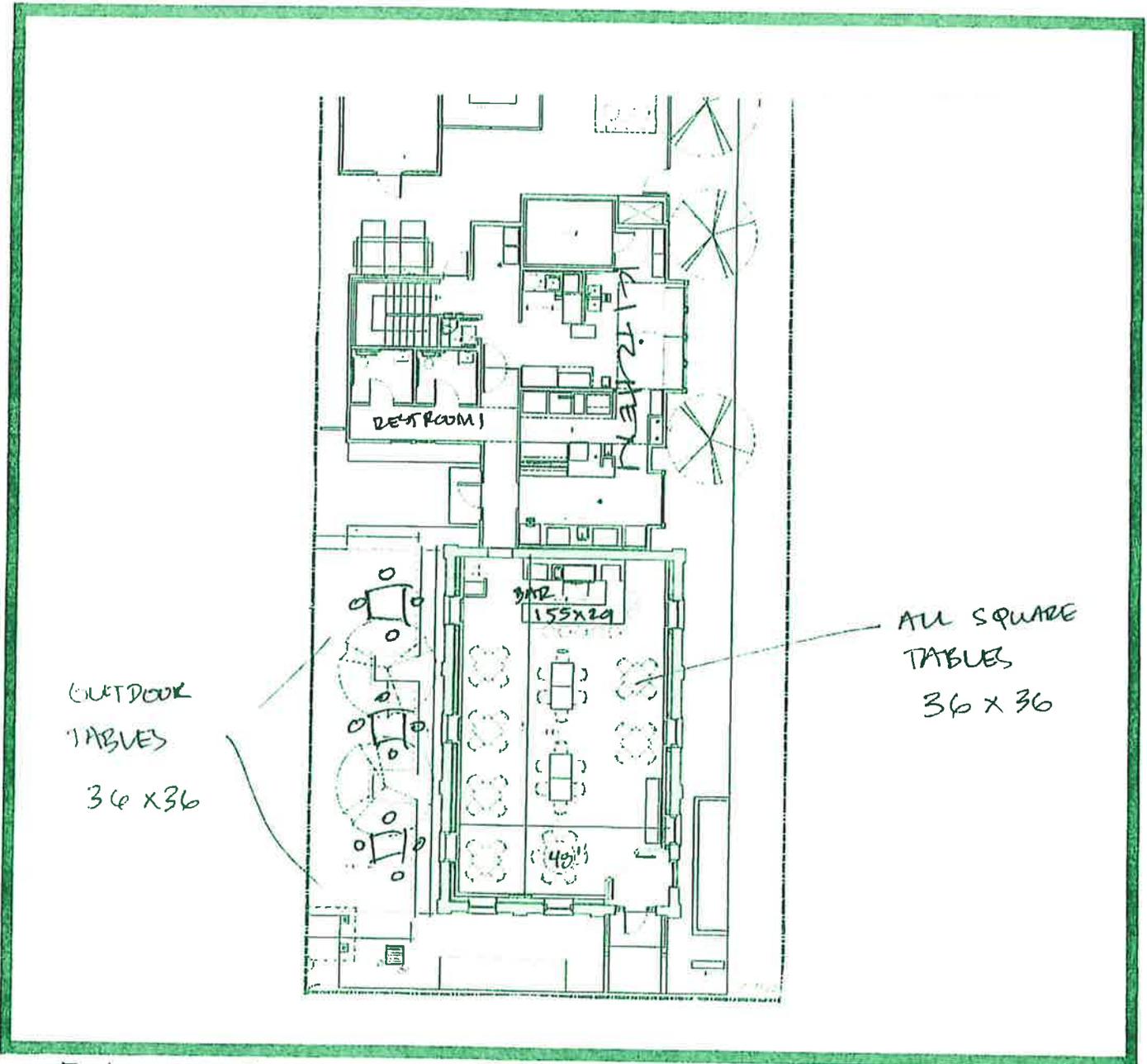
www.oregon.gov/olcc

(rev. 12/07)



# OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

- Your floor plan must be submitted on this form.
- Use a separate Floor Plan Form for each level or floor of the building.
- The floor plan(s) must show the specific areas of your premises (e.g. dining area, bar, lounge, dance floor, video lottery room, kitchen, restrooms, outside patio and sidewalk cafe areas.)
- Include all tables and chairs (see example on back of this form). Include dimensions for each table if you are applying for a Full On-Premises Sales license.



FOSTER'S CRAFT COOKING LLC  
Applicant Name

BRICK HALL 1986  
Trade Name (dba):

DAYTON 97114  
City and ZIP Code

.....OLCC USE ONLY.....  
 MINOR POSTING ASSIGNMENT(S)  
 Date: 10/1/2021 Initials: JU



# City of Dayton

## APPLICATION FOR LIQUOR LICENSE

PO Box 339 - 416 Ferry Street, Dayton OR 97114

Phone # (503) 864-2221 - Fax # (503) 864-2956

Website: www.ci.dayton.or.us

Email: cityofdayton@ci.dayton.or.us

0774171000  
JUN 12 10 22 AM

BUSINESS INFORMATION	
Name of Business where liquor is sold:	BRICK HALL 1086
Name of Business Owner(s):	MENA JOHNSON + JARET FOSTER
Physical Location of Business:	301 MAIN STREET, DAYTON OR 97114
Business Mailing Address:	10550 NW MEADOW LAKE RD. CARTON OR 97111
Business Telephone Number:	917-579-7988
Type of Business:	CATERING + EVENTS
TYPE OF REQUEST	
<input checked="" type="checkbox"/> New Request (\$25.00 Fee)	<input type="checkbox"/> Renewal Request (\$25.00 Fee)
Type of OLCC Liquor License:	FULL ON PREMISES, OTHER PUBLIC LOCATION
OLCC License Number:	

I hereby certify that the statements contained herein are in all respects true and correct to the best of my knowledge and belief, and I further certify that I have read the City of Dayton's Policy and Procedure for Issuance or Renewal of OLCC Liquor License and am in good standing within the Oregon Liquor License Commission.

\_\_\_\_\_ \_\_\_\_\_  
 Business Owner Signature Date

\_\_\_\_\_ \_\_\_\_\_  
 Business Owner Signature Date

**For City of Dayton Use Only:**

Date Paid: 06-01-21 Amount Paid: 25<sup>00</sup>

Receipt # 14603 Business Registration #: \_\_\_\_\_





# City of Dayton

## REQUEST FOR DONATION

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

Date Received:

GROUP/ORGANIZATION CONTACT INFORMATION				
Name of Organization/Group: Your Community Mediators of Yamhill County				
Mailing Address: PO Box 444, McMinnville, OR 97128				
Contact Person: Chuck Pattishall			Phone #: 503-435-2835	
Email Address: chuck@ycmediation.org				
Date of City Council Meeting you will be attending: TBD				
Name of representative attending Council Meeting: 1				
Check should be made out to: YCM			Date Donation is needed: TBD	
REQUEST INFORMATION				
Amount Requested: \$ 4,000		Number of Citizens who will benefit: All citizens of Dayton		
# of Citizens	Request Amount	Dayton City Council reserves the right to amend amounts to be donated.	# of Citizens	Request Amount
<input type="checkbox"/> 0 - 10	\$100		<input type="checkbox"/> 51 - 100	\$400
<input type="checkbox"/> 11 - 25	\$200		<input type="checkbox"/> 101 - 200	\$500
<input type="checkbox"/> 26 - 50	\$300		<input checked="" type="checkbox"/> 201 +	By Council
Out of the number of citizens who will benefit from this donation, what percentage are Dayton residents?:				
How will the donated funds be used? (Be specific & Itemize dollar amounts)				
Mediation prevents disputes from escalating. It cultivates problem-solving skills and positive relationships within families, neighborhoods, businesses and communities.				
Funds will be used to provide free mediation services and training to all the citizens of Dayton. Also, YCM is the liaison agency for the Dayton Middle School peer to peer program.				
Will your project or event create excess funds?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	What will they be used for?
FUNDRAISING				
50% of your total fundraising goal amount must be raised by the date of this application				
Fundraising Goal Amount? N/A			Fundraising amount earned to date:	
Please list all fundraising planned & estimate projected amounts to be earned:				
N/A				

City of Dayton - PO Box 339 - 416 Ferry Street - Dayton OR 97114 - (503) 864-2221

**BENEFITS OF YOUR EVENT OR PROJECT?**

How does your project or event benefit or bring honor to the Dayton Community?

The National Crime Prevention Council, together with community and county law enforcement enforcement personnel, have stated that they believe mediation is a key crime prevention tool. Conflict resolution education opportunities are provided at the Yamhill County Juvenile Center. Family Meeting Workshops give families effective communication tools to address address domestic and relationship issues peacefully and respectfully.

Why do you think the Council should honor your request?

As many are aware, community mediated dispute resolution has been a part of the culture of Yamhill County since 1991. Yamhill County Mediators values the partnership we've built with the City of Dayton over the past decades.

Are there any unique or special things about your request or your project that you feel might assist the City Council in making a decision?

We want to express our vast appreciation for the City's past support for our (YOUR) community mediation program as we continue to expand on the amazing work being done in local communities through mediation, facilitation and conflict resolution skills training for for youth, adults, families and organizations.

How & when do you plan to advise City Council on how their donation was used & the results of your event?

We report our case an contact data for the city of Dayton to the mayor and city council every year, along with the current value for services rendered.

Is your Group or Organization willing to do a volunteer project?       Yes    No

List the volunteer projects you are willing to complete & the date they can be completed by:

As determined by the city of Dayton.

**OFFICE/CITY COUNCIL USE**

<b>Date Application Received:</b>	<b>Council Meeting Review Date:</b>
<b>Requested Funds Date:</b>	
<b>Date Application Approved:</b>	<b>Amount Approved:</b>
<b>Date results are to be reported:</b>	<b>Date results were reported:</b>
<b>Volunteer Project Required:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Date of Volunteer Project:</b>
<b>Type of Volunteer Project:</b>	
<b>Date Volunteer Project Completed:</b>	

PO Box 339 - 416 Ferry Street - Dayton OR 97114

Ph# (503) 864-2221 - Fax # (503) 864-2956 - Email: cityofdayton@ci.dayton.or.us - Website: ci.dayton.or.us



## Yamhill County Mediators

P.O. Box 444, McMinnville, OR 97128

503-435-2835

[www.ycmediators.org](http://www.ycmediators.org)

*"Empowering people to make positive changes in the way they respond to conflict."*

May 6, 2019

Dear Friends at City of Dayton,

As many are aware, community mediated dispute resolution has been a part of the culture of Yamhill County since 1991. Yamhill County Mediators values the partnership we've built with the City of Dayton over the past decades.

Many local residents have used mediation over the years – an effective process designed for individuals and communities to use in resolving disputes, disagreements and difficulties that threaten peaceful relations among them. Engaging trained community members, this process acknowledges the ability to make whole where harm has occurred, when initially only limited options for resolving disputes were available - primarily through legal venues.

In addition, twice each month our volunteers offer conflict resolution skills training to youth at the Juvenile Detention Center. We also offer training through local schools, organizations and higher educational institutions.

Through the dedicated work of 25 dedicated volunteer mediators, nearly 200 disputes per year are addressed through Yamhill County Mediators' community mediation center!

Traditionally at this time of year we send you an update of our work on behalf of Dayton citizens during the past fiscal year: **YCM provided services for 13 cases assisting 26 Dayton residents during FY17-18, representing 7% of our total caseload.**

We wish to take this opportunity to express our vast appreciation for the City's past support for our **(YOUR)** community mediation program **as we continue to expand on the amazing work being done in local communities** through mediation, facilitation and conflict resolution skills training for youth, adults, families and organizations.

Thank you so much for your support.

Sincerely,

*Chuck*

Chuck Pattishall  
Executive Director

## YAMHILL COUNTY MEDIATORS (YCM)

# Conflict Resolution Benefits Everyone

### EFFECTIVENESS OF MEDIATION

The National Crime Prevention Council, together with community and county law enforcement personnel, have stated that they believe mediation is a key crime prevention tool.

Mediation prevents disputes from escalating. It cultivates problem-solving skills and positive relationships within families, neighborhoods, businesses and communities.

The cost of mediation is significantly less than repeated involvement by law enforcement and the courts.

The likelihood that mediated agreements will be fulfilled is much higher than if a resolution is imposed by an outside party or judgment. 90-95% success rate for those who use mediation.

YCM is able to address urgent cases quickly – in some cases successful mediations have been accomplished on the same day that YCM was contacted for assistance.

- For almost 30 years Yamhill County residents, and community organizations have used our conflict dispute resolution program as a “first resort” to peacefully resolve conflict.
- For the past few years, government agencies in Yamhill County support YCM because they recognized the value of resolving conflict in their communities. Yamhill County Commissioners have formally defined mediation as an “essential service.” YCM receives annual grant support from the State through the Oregon Office for Community Dispute Resolution.
- YCM offers mediation training through a Basic Mediation Training course that meets State of Oregon standards and offers advanced certifications in specific areas of mediation, including Conflict Coaching.
- Conflict resolution education opportunities are provided at the Yamhill County Juvenile Detention Center. Family Meeting Workshops give families effective communication tools to address domestic and relationship issues peacefully and respectfully.
- Services provided by trained volunteer mediators keep mediation at no or low cost to all YC residents. Volunteer mediators devote over 1000 hours annually
- Funding for operations and one employee is significantly leveraged to serve 220-240 cases each year to help community members resolve their disputes through mediation and group facilitation.

#### *Some types of conflicts that YCM mediate include...*

- Teen and Adult/Parenting Plans
- Family Situations/Elder Issues
- Consumer and Merchant Disputes
- Workplace and Business Issues
- Juvenile petty crime, vandalism, litter
- Juvenile Victim/Offender Cases
- Certain Adult Victim/Offender Cases
- Corporate Management Training
- Truancy & School Relationships
- Animal Control/Nuisance Issues
- Landlord/Tenant Issues
- Property Boundaries, Harassment, Noise
- Neighborhood Issues, Parking
- Small Claims Disputes
- School Peer to Peer Mediation Training Program



# City of Dayton

## REQUEST FOR DONATION

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

Date Received:

GROUP/ORGANIZATION CONTACT INFORMATION	
Name of Organization/Group: Homeward Bound Pets Humane Society Spay/Neuter Clinic	
Mailing Address: Po Box 8, McMinnville, OR 97128	
Contact Person: Ronnie Vostinak, Executive Director	Phone #: 503-472-0341 ext 9
Email Address: executivedirector@hbpets.org	
Date of City Council Meeting you will be attending:	
Name of representative attending Council Meeting: Jennifer Choate	
Check should be made out to Homeward Bound pets	Date Donation is needed: No Specific Date

REQUEST INFORMATION			
Amount Requested: \$ \$1000		Number of Citizens who will benefit: See Below	
# of Citizens	Request Amount	Dayton City Council reserves the right to amend amounts to be donated.	Request Amount
<input type="checkbox"/> 0 - 10	\$100		<input type="checkbox"/> 51 - 100
<input type="checkbox"/> 11 - 25	\$200		<input type="checkbox"/> 101 - 200
<input type="checkbox"/> 26 - 50	\$300		<input checked="" type="checkbox"/> 201 +
			By Council

Out of the number of citizens who will benefit from this donation, what percentage are Dayton residents? 100% goes to dayton residents and helps cover costs of services for 150-200 residents

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

In 2020 the Homeward Bound Pets Humane Society Spay Neuter Clinic served 138 Dayton city residents. Dayton residents comprise 5% of the clinic clientele. In addition to the spays and neuters for city pets, 18 Dayton residents brought in feral cats for trap/neuter/release. These cats were fixed, vaccinated, dewormed, flea treated, and ear tipped for \$45 or for just a donation, when residents were low on funds. Dayton residents also brought in pets for our low cost vaccines and microchips, making up 7% of our vaccine appointments. The clinic offers most vaccines for \$15 each, microchips for \$20, and we provide well pet exams for \$15 so that pets can receive prescription flea and dewormer products for a year. We are able to provide these discounted services due to the generous donations and grants we receive.

Will your project or event create excess funds?  Yes  No What will they be used for?

### FUNDRASISING

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

Fundraising Goal Amount? \$20,000 Fundraising amount earned to date: \$7,000

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

In 2019, the Homeward Bound Pets Spay/Neuter Clinic raised \$21,000 in donations and grants. In 2020 this figured dropped to \$12,000 due to governor mandated closure of the clinic and financial hardships experienced by much of the community. In just the first two months of 2021 we have raised nearly \$2000 from client donations and we have received a \$5000 grant from the Sumerlee Foundation. We look forward to exceeding our 2021 fundraising goal and replacing some of the deficit we face after this last difficult year.

**BENEFITS OF YOUR EVENT OR PROJECT?**

**How does your project or event benefit or bring honor to the Dayton Community?**

Citizens of Dayton regularly participated in the HBPets community spay/neuter transport program (Feb 2011-Aug 2017) before the clinic opened. Dayton residents continue to be clients of our McMinnville Spay Neuter Clinic which provides spay/neuter surgery and vaccinations services for both cats and dogs. Yamhill County citizens need affordable spay/neuter and vaccine services for pets and stray animals; many citizens can not afford surgery prices at regular veterinary hospitals. The HBPets clinic is open to all citizens of Yamhill County at affordable prices and offers additional discounts for qualified individuals.

**Why do you think the Council should honor your request?**

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

**Are there any unique or special things about your request or your project that you feel might assist the City Council in making a decision?**

It is the mission of our clinic to provide low-cost services so all citizens will be able to get their pets fixed. We are able to offer lower prices because we are a non-profit business; however, we do have many operating expenses to cover. In addition, this year we now offer a feral cat package to encourage citizens to trap and bring in feral cats to receive spay/neuter and vaccination. The funds we request will allow us to continue to offer the discounted fees for our most needy citizens.

**How & when do you plan to advise City Council on how their donation was used & the results of your event?**

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

**Is your Group or Organization willing to do a volunteer project?**       Yes  No

**List the volunteer projects you are willing to complete & the date they can be completed by:**

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

**OFFICE/CITY COUNCIL USE**

<b>Date Application Received:</b>	<b>Council Meeting Review Date:</b>
<b>Requested Funds Date:</b>	
<b>Date Application Approved:</b>	<b>Amount Approved:</b>
<b>Date results are to be reported:</b>	<b>Date results were reported:</b>
<b>Volunteer Project Required:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Date of Volunteer Project:</b>
<b>Type of Volunteer Project:</b>	
<b>Date Volunteer Project Completed:</b>	

PO Box 339 - 416 Ferry Street - Dayton OR 97114

Ph# (503) 864-2221 - Fax # (503) 864-2956 - Email: cityofdayton@ci.dayton.or.us - Website: ci.dayton.or.us

# HOMeward BOUND PETS

*Humane Society*



May 14, 2021

Gift Amount: \$1,500.00

The Honorable Mayor of Dayton  
PO Box 339  
Dayton, OR 97114

Dear Mayor Wytoski and City Council members,

Homeward Bound Pets Humane Society wish to thank you for your generous donation to help support our low cost spay/neuter clinic. These funds will help us to continue to take care of Yamhill county dogs and cats as we find them their forever homes.

The funds you donated have been a tremendous help to the care of pets owned by Dayton residents. Due to your thoughtfulness and generosity, we have been already this year been able to provide low-cost surgeries for 15 cats and 8 dogs living in Dayton. We have also been able to fix and vaccinate 13 feral cats from Dayton at a significant price discount. We have also seen 7 pets for well pet exams and low-cost vaccinations. The Dayton residents and their pets are blessed to have such a caring city council.

Last year, our community joined us to provide greatly needed resources. This enabled our staff and volunteers to continue to care for lost and neglected animals that were in desperate need of help. Over 700 dogs and cats arrived at our shelter door because of being found stray, abandoned, or surrendered. The HBPets Spay/Neuter Clinic performed 2,200 surgeries and we are proud to continue working to reduce pet overpopulation.

Partnering with the Yamhill County Sheriff's office and the McMinnville Police Department has given everyone an incredible sense of pride, as we housed and cared for 233 lost dogs while they were waiting to be reunited with their families. The Licensing Department was kept busy and licensed 2,300 Yamhill County dogs in the last six months of 2020!

It is through the help and generosity of our community that we can continue helping those beautiful souls without a voice. Please advocate for Homeward Bound Pets Humane Society by sharing our mission with a family member or friend. Even a quick mention on social media would mean the world to us and our fur kids.

HBPets is honored to continue serving our community and are humbled by the many helping hands and kind words of support that we have received. It has made a remarkable difference in the lives of many.



Ronnie Vostinak  
Executive Director

Consider including Homeward Bound Pets Humane Society in your will or estate plan.  
[www.hbpets.org](http://www.hbpets.org) | (503) 472-0341 | 501(c)3 Non-profit | Tax ID # 93-0687293

*Shelter*

PO Box 8, 10601 SE Loop Road  
McMinnville, OR 97128

*Spay/Neuter Clinic*

723 NE Evans St  
McMinnville, OR 97128

*Thrift Shop*

1120 NE Lafayette Ave  
McMinnville, OR 97128



**To:** Honorable Mayor and City Councilors  
**From:** Rochelle Roaden, City Manager  
**Issue:** Approve Recology Western Oregon Debris Box Collection Rate Increase  
**Date:** June 7, 2021

**Background and Information**

Recology is not requesting a rate increase for residential users. They are wanting to increase the debris box collection rate by 1.26% to \$47.41/ton effective July 1, 2021. This applies only to the garbage ton rate for large construction and demolition jobs. (Full rate sheets are attached.)

**DEBRIS BOX SERVICES**

**SET HAUL FEES (BASED ON AVERAGE TRUCK TIMES)**

**RATE PER HAUL**

DEL	DELIVERY CHARGE	\$ 62.93	0.00%	\$ -	\$ 62.93
10HG	TRASH BOX HAUL FEE (ALL SIZES)	\$ 157.31	0.00%	\$ -	\$ 157.31
40CG	COMPACTOR HAUL FEE (ALL SIZES)	\$ 187.85	0.00%	\$ -	\$ 187.85

**DEBRIS BOX DISPOSAL FEES**

**RATE PER UNIT**

DFDM	DISPOSAL FEE - DEMOLITION (\$\$/TON)	\$ 46.82	1.26%	\$ 0.59	\$ 47.41
DFG	DISPOSAL FEE - GARBAGE (\$\$/TON)	\$ 46.82	1.26%	\$ 0.59	\$ 47.41
DFWD	DISPOSAL FEE - CLEAN WOOD (\$\$/TON)	\$ 43.69	0.00%	\$ -	\$ 43.69
DFYD	DISPOSAL FEE - YARD DEBRIS (\$\$/YD <sup>3</sup> )	\$ -	0.00%	\$ -	\$ -

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

Dave Larmouth from Recology will attend the August 3<sup>rd</sup> City Council meeting to answer any questions you may have.

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

**Potential Motion to Approve – Rate Increase:** “I move to approve the Recology Western Oregon rate increase for debris box disposal rates as proposed effective July 1, 2020.”

**Council Options:**

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



Ms. Rochelle Roaden  
City Manager  
City of Dayton  
P.O. Box 339  
Dayton, OR 97114

April 2, 2021

Dear Rochelle:

In compliance with the terms of our franchise agreement, please find enclosed the following documents that make up the Rate Review Report and Annual Financial Report:

1. Rate Review Report, which includes the following:
  - a. All the actual expenses incurred in the preceding calendar year, and all allowable expenses that we reasonably anticipate will be incurred in the upcoming rate year,
  - b. The allocation factors and percentages used to allocate shared expenses, and
  - c. The Operating Ratios for the preceding calendar year and the upcoming rate year.
2. Reviewed Financial Statement for RWO – Valley for calendar year 2020.
3. Rate Sheets – no change to most rates; DB disposal rate to be provided by June 1, 2021.

In March of 2020, a lot of things changed on short notice. We were able to adjust on the fly and found ways to keep our trucks on the road and our customer service reps on the phones. We feel very lucky that our staff and our business have all weathered this storm. At the same time, we understand that many of our customers have not been as fortunate. Some neighbors lost their jobs, and others had to deal with serious illness or the untimely loss of friends or loved ones. In recognition of these difficulties, we did not suspend or stop service for any customers from March through December of 2020. We continue to work with customers by offering extended payment plans and flexible terms.

When we built our projections for the upcoming rate year, we assumed that most things will go back to something close to “normal”. As a result, we re-used the allocation factors from 2019 and we are not proposing to change collection rates at this time. We do expect to see an increase in the disposal rate at Riverbend Landfill. We will submit rate sheets by June 1, 2021 reflecting the resultant change in the ton rate we charge to our debris box customers. This new rate would be effective July 1, 2021.

In addition, you requested that we submit a proposal to add curbside yard debris collection. We will send this proposal in a separate packet shortly.

We appreciate the opportunity to provide these essential services to our neighbors in Dayton. We take this obligation seriously, and we are committed to keeping our operations running as expected. We look forward to attending an upcoming council meeting, either in person or via computer.

Please let us know if you have any questions or need any additional information. You can reach our Rate Analyst Dave Larmouth at 503-437-0103 or [dlarmouth@recology.com](mailto:dlarmouth@recology.com). You can find me at 503-474-4839 or [cpeters@recology.com](mailto:cpeters@recology.com).

Respectfully,

A handwritten signature in black ink, appearing to read 'Carl Peters', written in a cursive style.

Carl Peters  
General Manager

1850 NE Lafayette Ave., McMinnville, OR 97128-3434 | T: 503.434.5549 | [recology.com](http://recology.com)

An Employee Owned Company

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

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

**32 GALLON CAN SERVICE (CUSTOMER PROVIDES CAN)**

**No longer available**

**32 GALLON CART SERVICE**

**MONTHLY RATES**

32GWC	32G CART-CURB	\$ 20.11	0.00%	\$ -	\$ 20.11
32GEC	32G CART EOW-CURBSIDE	\$ 13.09	0.00%	\$ -	\$ 13.09
32GMC	32G CART MONTHLY-CURB	\$ 7.04	0.00%	\$ -	\$ 7.04
OC3C	32 GAL CART ON CALL CURB	\$ 7.04	0.00%	\$ -	\$ 7.04

**90 GALLON CART SERVICE**

**MONTHLY RATES**

90GWC	90G CART-CURB	\$ 33.50	0.00%	\$ -	\$ 33.50
90GEC	90G CART EOW-CURB	\$ 21.79	0.00%	\$ -	\$ 21.79
90GMC	90G CART OAM-CURB	\$ 11.70	0.00%	\$ -	\$ 11.70
OC9C	90 GAL CART ON CALL CURB	\$ 11.70	0.00%	\$ -	\$ 11.70

**MONTHLY CART RENT (FOR ON-CALL SERVICE)**

90GOC	90G CART WILL CALL-CURB	\$ -	0.00%	\$ -	\$ 2.70
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**SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECTION)**

**RATE PER EACH**

SP32C	SPEC P/U 32G CART CURBSIDE	\$ 7.04	0.00%	\$ -	\$ 7.04
SP90C	SPEC P/U 90G CART CURBSIDE	\$ 11.70	0.00%	\$ -	\$ 11.70

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

**CAN & CART SERVICES - NON-CURBSIDE (SIDEYARD)**

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

**32 GALLON CAN SERVICE (CUSTOMER PROVIDES CAN)**

**No longer available**

**32 GALLON CART SERVICE**

**MONTHLY RATES**

32GWS	32G CART-SIDE	\$ 20.50	0.00%	\$ -	\$ 20.50
32GES	32G CART EOW-SIDEYARD	\$ 13.32	0.00%	\$ -	\$ 13.32
32GMS	32G CART MONTHLY-SIDE	\$ 7.16	0.00%	\$ -	\$ 7.16
OC3S	32 GAL CART ON CALL SIDE	\$ 7.16	0.00%	\$ -	\$ 7.16

**90 GALLON CART SERVICE**

**MONTHLY RATES**

90GWS	90G CART-SIDE	\$ 51.35	0.00%	\$ -	\$ 51.35
90GES	90G CART EOW-SIDE	\$ 33.41	0.00%	\$ -	\$ 33.41
90GMS	90G CART OAM-SIDE	\$ 17.97	0.00%	\$ -	\$ 17.97
OC9S	90 GAL CART ON CALL SIDE	\$ 17.97	0.00%	\$ -	\$ 17.97

**MONTHLY CART RENT (FOR ON-CALL SERVICE)**

90GOS	90G CART WILL CALL-SIDE	\$ -	0.00%	\$ -	\$ -
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**SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECTION)**

**RATE PER EACH**

SP32S	SPEC P/U 32G CART NON CURBSIDE	\$ 7.16	0.00%	\$ -	\$ 7.16
SP90S	SPEC P/U 90G CART NON CURBSIDE	\$ 17.97	0.00%	\$ -	\$ 17.97

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

**RECOLOGY WESTERN OREGON  
DAY CITY OF DAYTON**

**EFF. DATE: 7/1/2021**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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**OTHER SERVICES & FEES**

**EXTRAS - PER UNIT CHARGES (APPROX. 32 GALLONS PER UNIT)**

**RATE PER EACH**

XBAG	EXTRA BAG(S)	\$ 5.16	0.00%	\$ -	\$ 5.16
XBOX	EXTRA BOX	\$ 5.16	0.00%	\$ -	\$ 5.16
XCAN	EXTRA CAN(S)	\$ 5.16	0.00%	\$ -	\$ 5.16
XMISC	EXTRA MISC	\$ 5.16	0.00%	\$ -	\$ 5.16
X32	EXTRA 32G CART(S)	\$ 5.16	0.00%	\$ -	\$ 5.16
X90	EXTRA 90G CART(S)	\$ 8.36	0.00%	\$ -	\$ 8.36

**BULKY ITEM COLLECTION (SVC CHARGE + CHARGE PER ITEM)**

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

**RATE PER EACH**

APF	REFRIGERATOR/FREEZER	\$ 29.29	0.00%	\$ -	\$ 29.29
APL	APPLIANCE	\$ 11.48	0.00%	\$ -	\$ 11.48
FURN	FURNITURE CHARGE	\$ 17.57	0.00%	\$ -	\$ 17.57
TREE	EXTRA CHRISTMAS TREE	\$ 10.28	0.00%	\$ -	\$ 10.28
IRSC	IN ROUTE SERVICE CHARGE	\$ 24.09	0.00%	\$ -	\$ 24.09
SC	SERVICE CHARGE	\$ 72.10	0.00%	\$ -	\$ 72.10

**RELATED FEES**

**RATE PER EACH**

CRIR	CART REDELIVERY IN ROUTE	\$ 10.00	0.00%	\$ -	\$ 10.00
CROR	CART REDELIVER OUT OF ROUTE	\$ 20.00	0.00%	\$ -	\$ 20.00
CORDF	CONTAINER RE-DELIVERY FEE	\$ 72.10	0.00%	\$ -	\$ 72.10

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

**RATE PER EACH**

CCF	CART CLEANING FEE	\$ 10.00	0.00%	\$ -	\$ 10.00
CRF	CART REPLACEMENT FEE	\$ 65.00	0.00%	\$ -	\$ 65.00

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

**RATE PER EACH**

WLI	WIND LATCH INSTALLATION	\$ 15.00	0.00%	\$ -	\$ 15.00
RF	REINSTATEMENT FEE	\$ 15.00	0.00%	\$ -	\$ 15.00
NSFCF	RETURNED CHECK FEE	\$ 25.00	0.00%	\$ -	\$ 25.00

**FRONT-LOAD CONTAINER SERVICE**

**1 YARD CONTAINERS**

**MONTHLY RATES**

1GW	1YD TRASH	\$ 152.93	0.00%	\$ -	\$ 152.93
1GE	1YD TRASH EOW	\$ 92.13	0.00%	\$ -	\$ 92.13
1GM	1YD TRASH MONTHLY	\$ 59.40	0.00%	\$ -	\$ 59.40
1OC	ON CALL-1YD TRASH	\$ 30.87	0.00%	\$ -	\$ 30.87
1XP	EXTRA PICK UP-1YD TRASH	\$ 30.87	0.00%	\$ -	\$ 30.87

**1.5 YARD CONTAINERS**

**MONTHLY RATES**

1HGW	1.5YD TRASH	\$ 190.71	0.00%	\$ -	\$ 190.71
1HGE	1.5YD TRASH EOW	\$ 111.02	0.00%	\$ -	\$ 111.02
1HGM	1.5YD TRASH MONTHLY	\$ 68.14	0.00%	\$ -	\$ 68.14
1HOC	ON CALL-1.5YD TRASH	\$ 40.49	0.00%	\$ -	\$ 40.49
1HXP	EXTRA PICK UP-1.5YD TRASH	\$ 40.49	0.00%	\$ -	\$ 40.49

**RECOLOGY WESTERN OREGON**

**DAY CITY OF DAYTON**

**EFF. DATE: 7/1/2021**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
<b>2 YARD CONTAINERS</b>		<b>MONTHLY RATES</b>			
2GW	2YD TRASH	\$ 228.45	0.00%	\$ -	\$ 228.45
2GE	2YD TRASH EOW	\$ 129.89	0.00%	\$ -	\$ 129.89
2GM	2YD TRASH MONTHLY	\$ 76.85	0.00%	\$ -	\$ 76.85
2OC	ON CALL-2YD TRASH	\$ 50.08	0.00%	\$ -	\$ 50.08
2XP	EXTRA PICK UP-2YD TRASH	\$ 50.08	0.00%	\$ -	\$ 50.08

<b>3 YARD CONTAINERS</b>		<b>MONTHLY RATES</b>			
3GW	3YD TRASH	\$ 303.99	0.00%	\$ -	\$ 303.99
3GE	3YD TRASH EOW	\$ 167.67	0.00%	\$ -	\$ 167.67
3GM	3YD TRASH MONTHLY	\$ 94.31	0.00%	\$ -	\$ 94.31
3OC	ON CALL-3YD TRASH	\$ 69.25	0.00%	\$ -	\$ 69.25
3XP	EXTRA PICK UP-3YD TRASH	\$ 69.25	0.00%	\$ -	\$ 69.25

<b>4 YARD CONTAINERS</b>		<b>MONTHLY RATES</b>			
4GW	4YD TRASH	\$ 379.52	0.00%	\$ -	\$ 379.52
4GE	4YD TRASH EOW	\$ 205.42	0.00%	\$ -	\$ 205.42
4GM	4YD TRASH MONTHLY	\$ 111.73	0.00%	\$ -	\$ 111.73
4OC	ON CALL-4YD TRASH	\$ 88.46	0.00%	\$ -	\$ 88.46
4XP	EXTRA PICK UP-4YD TRASH	\$ 88.46	0.00%	\$ -	\$ 88.46

<b>5 YARD CONTAINERS</b>		<b>MONTHLY RATES</b>			
5GW	5YD TRASH	\$ 455.05	0.00%	\$ -	\$ 455.05
5GE	5YD TRASH EOW	\$ 243.20	0.00%	\$ -	\$ 243.20
5GM	5YD TRASH MONTHLY	\$ 129.20	0.00%	\$ -	\$ 129.20
5OC	ON CALL-5YD TRASH	\$ 107.65	0.00%	\$ -	\$ 107.65
5XP	EXTRA PICK UP-5YD TRASH	\$ 107.65	0.00%	\$ -	\$ 107.65

<b>6 YARD CONTAINERS</b>		<b>MONTHLY RATES</b>			
6GW	6YD TRASH	\$ 530.57	0.00%	\$ -	\$ 530.57
6GE	6YD TRASH EOW	\$ 280.94	0.00%	\$ -	\$ 280.94
6GM	6YD TRASH MONTHLY	\$ 146.63	0.00%	\$ -	\$ 146.63
6OC	ON CALL-6YD TRASH	\$ 126.83	0.00%	\$ -	\$ 126.83
6XP	EXTRA PICK UP-6YD TRASH	\$ 126.83	0.00%	\$ -	\$ 126.83

<b>8 YARD CONTAINERS</b>		<b>No new customers at this size - safety issues</b>			
8GW	8YD TRASH	\$ 625.14	0.00%	\$ -	\$ 625.14
8GE	8YD TRASH EOW	\$ 328.23	0.00%	\$ -	\$ 328.23
8GM	8YD TRASH MONTHLY	\$ 168.46	0.00%	\$ -	\$ 168.46
8OC	ON CALL-8YD TRASH	\$ 150.84	0.00%	\$ -	\$ 150.84
8XP	EXTRA PICK UP-8YD TRASH	\$ 150.84	0.00%	\$ -	\$ 150.84

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

RNT1	1YD RENT - TRASH	\$ 20.00	0.00%	\$ -	\$ 20.00
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**FRONT-LOAD COMPACTOR RATE FACTORS - For all compacted material, including pre-compacted waste.**

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

**RECOLOGY WESTERN OREGON**

**DAY CITY OF DAYTON**

**EFF. DATE: 7/1/2021**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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**DEBRIS BOX SERVICES**

**SET HAUL FEES (BASED ON AVERAGE TRUCK TIMES)**

**RATE PER HAUL**

DEL	DELIVERY CHARGE	\$ 62.93	0.00%	\$ -	\$ 62.93
10HG	TRASH BOX HAUL FEE (ALL SIZES)	\$ 157.31	0.00%	\$ -	\$ 157.31
40CG	COMPACTOR HAUL FEE (ALL SIZES)	\$ 187.85	0.00%	\$ -	\$ 187.85

**DEBRIS BOX DISPOSAL FEES**

**RATE PER UNIT**

DFDM	DISPOSAL FEE - DEMOLITION (\$\$/TON)	\$ 46.82	1.26%	\$ 0.59	\$ 47.41
DFG	DISPOSAL FEE - GARBAGE (\$\$/TON)	\$ 46.82	1.26%	\$ 0.59	\$ 47.41
DFWD	DISPOSAL FEE - CLEAN WOOD (\$\$/TON)	\$ 43.69	0.00%	\$ -	\$ 43.69
DFYD	DISPOSAL FEE - YARD DEBRIS (\$\$/YD <sup>3</sup> )	\$ -	0.00%	\$ -	\$ -

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

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

10DG	10 YARD BOX W/DISPOSAL	\$ 275.11	0.00%	\$ -	\$ 275.11
20DG	20 YARD BOX W/DISPOSAL	\$ 386.14	0.00%	\$ -	\$ 386.14
30DG	30 YARD BOX W/DISPOSAL	\$ 497.15	0.00%	\$ -	\$ 497.15

**RELATED FEES**

**RATE PER DAY**

RENTD	DAILY RENTAL FEE	\$ 10.02	0.00%	\$ -	\$ 10.02
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Note: Daily Rent applies after 48 hours, excluding evenings and weekends.

**RATE PER MONTH**

RENTM	MONTHLY RENTAL FEE	\$ 141.99	0.00%	\$ -	\$ 141.99
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Note: Monthly rent applies for customers who keep a box for a year or longer.

**RATE PER HOUR**

TIME	TRUCK TIME FEE	\$ 123.99	0.00%	\$ -	\$ 123.99
1T1E	1 TRUCK - 1 EMPLOYEE	\$ 144.21	0.00%	\$ -	\$ 144.21
1T2E	1 TRUCK - 2 EMPLOYEES	\$ 216.32	0.00%	\$ -	\$ 216.32

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

**TEMPORARY RENTAL CONTAINERS**

**RATE PER EACH**

3YRGD	DELV 3 YD RENTAL FOR TRASH	\$ 90.73	0.00%	\$ -	\$ 90.73
3YRGP	SERVICE 3 YD RENTAL FOR TRASH	\$ 82.01	0.00%	\$ -	\$ 82.01
3YRXD	ADDL DAY - 3YD RENT CONTAINER	\$ 2.00	0.00%	\$ -	\$ 2.00

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

**BULKY ITEMS - DEBRIS BOX**

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

ADDITIONAL FEES MAY APPLY FOR ITEMS FOUND IN LOADS.

**RATE PER EACH**

TOFFR	TIRE CHARGE NO RIM	\$ 4.69	0.00%	\$ -	\$ 4.69
TONR	TIRE CHARGE ON RIM	\$ 9.37	0.00%	\$ -	\$ 9.37
APPL	APPLIANCE	\$ 11.72	0.00%	\$ -	\$ 11.72
APF	REFRIGERATOR/FREEZER	\$ 29.29	0.00%	\$ -	\$ 29.29

**MEDICAL WASTE COLLECTION SERVICES**

**RATE PER EACH**

M4HSC	4.7 QT SHARPS CONTAINER	\$ 31.54	0.00%	\$ -	\$ 31.54
M10SC	10 QT SHARPS CONTAINER	\$ 34.82	0.00%	\$ -	\$ 34.82
M23SC	23 QT SHARPS CONTAINER	\$ 57.25	0.00%	\$ -	\$ 57.25
9CDBC	9GAL CONFIDENTIAL DOCUMENT BOX	\$ 48.35	0.00%	\$ -	\$ 48.35
M21BX	21 GAL MEDICAL WASTE BOX	\$ 62.76	0.00%	\$ -	\$ 62.76
M48BX	48 GAL MEDICAL WASTE BOX	\$ 69.79	0.00%	\$ -	\$ 69.79
M8GBP	RX MED WASTE TUB	\$ 97.46	0.00%	\$ -	\$ 97.46

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

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

RWO - Valley Cost of Service Report 2020-21



	RWO - Valley Total			City of Dayton		
	2020 Calendar Year Actual	2021-22 Projected Rate Year	Allocation Method	2020 Calendar Year Actual	Adjustments and Projected Changes	2021-22 Projected Rate Year
REVENUE				Rate Adj. % >>>	0.00%	no adj.
Collection Services - Residential	\$ 7,249,336	\$ 7,404,695	Actual	\$ 242,917	\$ 276	\$ 243,192
Collection Services - Commercial	\$ 3,975,099	\$ 4,097,332	Actual	\$ 53,175	\$ 762	\$ 53,937
Collection Services - Debris Box	\$ 1,270,761	\$ 1,286,821	Actual	\$ 33,328	\$ 666	\$ 33,995
<b>COLLECTION SERVICES:</b>	<b>\$ 12,495,196</b>	<b>\$ 12,788,848</b>	<b>Actual</b>	<b>\$ 329,420</b>		<b>\$ 331,124</b>
Proposed Rate Adjustment			Actual			\$ -
Revenue - DB Disposal	\$ 800,199	\$ 845,820	Actual	\$ 6,987	\$ 140	\$ 7,127
Revenue - Medical Waste	\$ 153,543	\$ 156,786	Actual	\$ 35	\$ 36	\$ 71
Revenue - Other (fees & related)	\$ 9,059	\$ 12,955	Actual	\$ 195	\$ 390	\$ 585
Non-Franchised Revenue	\$ 740,833	\$ 670,539	Actual	\$ -	\$ -	\$ -
<b>Total Revenue</b>	<b>\$ 14,198,830</b>	<b>\$ 14,474,948</b>		<b>\$ 336,637</b>	<b>\$ 2,270</b>	<b>\$ 338,907</b>
Franchise Fees	\$ (520,945)	\$ (534,052)	Actual	\$ (8,093)		\$ (8,147)
<b>Revenue w/o Franchise Fees</b>	<b>\$ 13,677,885</b>	<b>\$ 13,940,896</b>		<b>\$ 328,545</b>		<b>\$ 330,760</b>
LABOR EXPENSES						
Operational Personnel	\$ 1,577,356	\$ 1,661,243	Labor Hours	\$ 34,116	\$ 1,814	\$ 35,931
Payroll Taxes	\$ 139,921	\$ 147,362	Labor Hours	\$ 3,026	\$ 161	\$ 3,187
Medical Insurance	\$ 403,359	\$ 437,561	Labor Hours	\$ 8,724	\$ 740	\$ 9,464
Other Benefits	\$ 212,202	\$ 212,321	Labor Hours	\$ 4,590	\$ 3	\$ 4,592
<b>Total Labor Expense</b>	<b>\$ 2,332,838</b>	<b>\$ 2,458,487</b>		<b>\$ 50,456</b>	<b>\$ 2,718</b>	<b>\$ 53,174</b>
DISPOSAL						
Disposal Charges - Outside Source	\$ 762,357	\$ 823,597	Vessel Weights	\$ 45,497	\$ 3,655	\$ 49,152
Disposal Charges - Inter-Company	\$ 1,345,630	\$ 1,395,460	Vessel Weights	\$ -	\$ -	\$ -
Medical Waste & Supplies	\$ 78,751	\$ 80,326	Med. Waste	\$ 183	\$ 4	\$ 186
<b>Total Disposal Expense</b>	<b>\$ 2,186,738</b>	<b>\$ 2,299,383</b>		<b>\$ 45,680</b>	<b>\$ 3,658</b>	<b>\$ 49,338</b>
OPERATIONAL EXPENSES						
Fuel	\$ 248,529	\$ 317,236	Franchised Labor	\$ 6,271	\$ 1,734	\$ 8,005
Repairs and Maintenance	\$ 1,245,084	\$ 1,401,202	Franchised Labor	\$ 31,418	\$ 3,939	\$ 35,357
Business Taxes and PUC	\$ 187,980	\$ 195,528	Franchised Labor	\$ 4,743	\$ 190	\$ 4,934
Supplies & Uniforms	\$ 21,589	\$ 21,992	Labor Hours	\$ 467	\$ 9	\$ 476
Operational Supplies/Safety	\$ 30,001	\$ 41,057	Labor Hours	\$ 649	\$ 239	\$ 888
Contract Labor	\$ -	\$ -	Labor Hours	\$ -	\$ -	\$ -
Depreciation and Amortization	\$ 6,723	\$ 6,739	Franchised Labor	\$ 170	\$ 0	\$ 170
Operational Lease and Rent	\$ 803,140	\$ 871,711	Franchised Labor	\$ 20,266	\$ 1,730	\$ 21,996
Insurance Expense	\$ 197,273	\$ 218,843	Labor Hours	\$ 4,267	\$ 467	\$ 4,733
Yard Debris/wood & Other Funding	\$ 1,338,568	\$ 1,164,278	Program	\$ 19,456	\$ (2,533)	\$ 16,923
Recycling Expense	\$ 1,078,850	\$ 1,100,224	Recycling	\$ 38,179	\$ 756	\$ 38,935
Purchase Recyclables	\$ -	\$ -	Recycling	\$ -	\$ -	\$ -
Operational Lease and Rent - N/F	\$ 173,214	\$ 176,678	Actual	\$ -	\$ -	\$ -
Fuel - Non-Franchised (N/F)	\$ 97,422	\$ 89,229	Actual	\$ -	\$ -	\$ -
Repairs and Maintenance - N/F	\$ 296,534	\$ 306,912	Actual	\$ -	\$ -	\$ -
Business Taxes and PUC - N/F	\$ 59,950	\$ 62,048	Actual	\$ -	\$ -	\$ -
Depreciation and Amortization N/F	\$ 4,758	\$ 4,762	Actual	\$ -	\$ -	\$ -
Other Operational	\$ 37,694	\$ 39,643	Labor Hours	\$ 815	\$ 42	\$ 857
<b>Total Operations Expense</b>	<b>\$ 5,827,309</b>	<b>\$ 6,018,082</b>		<b>\$ 126,701</b>	<b>\$ 6,574</b>	<b>\$ 133,275</b>
<b>SUBTOTAL</b>	<b>\$ 3,331,000</b>	<b>\$ 3,164,944</b>		<b>\$ 105,708</b>	<b>\$ (10,735)</b>	<b>\$ 94,973</b>
ADMINISTRATIVE EXPENSES						
Management Services	\$ 423,417	\$ 434,248	Computed	\$ 10,099	\$ 68	\$ 10,167
Administrative Services	\$ 1,270,241	\$ 1,302,745	Computed	\$ 30,297	\$ 204	\$ 30,502
Non-Admin. Labor	\$ (22,057)	\$ -	Franchised Labor	\$ (557)	\$ 557	\$ -
Office Supplies	\$ 8,257	\$ 13,606	Customers	\$ 283	\$ 183	\$ 466
Postage	\$ 16,772	\$ 19,294	Customers	\$ 574	\$ 86	\$ 660
Billing services	\$ 75,911	\$ 76,644	Customers	\$ 2,598	\$ 25	\$ 2,623
Dues and Subscriptions	\$ 17,289	\$ 20,251	Customers	\$ 592	\$ 101	\$ 693
Telephone	\$ 87,322	\$ 88,895	Customers	\$ 2,988	\$ 54	\$ 3,042
Bank Service Charges	\$ 50,560	\$ 51,230	Customers	\$ 1,730	\$ 23	\$ 1,753
Professional fees	\$ 33,304	\$ 32,891	Customers	\$ 1,140	\$ (14)	\$ 1,125
Travel	\$ 3,614	\$ 8,656	Customers	\$ 124	\$ 173	\$ 296
Advertising and Promotions	\$ 6,345	\$ 9,255	Customers	\$ 217	\$ 100	\$ 317
Business Meals	\$ 3,823	\$ 2,736	Customers	\$ 131	\$ (37)	\$ 94
Education & Training	\$ 3,007	\$ 7,162	Customers	\$ 103	\$ 142	\$ 245
Contributions	\$ 14,309	\$ 13,336	Customers	\$ 490	\$ (33)	\$ 456
Bad Debt	\$ (9,029)	\$ 67,656	Customers	\$ (309)	\$ 2,624	\$ 2,315
Other Administrative	\$ 12,702	\$ 12,697	Customers	\$ 435	\$ (0)	\$ 434
<b>Total Admin Expense</b>	<b>\$ 1,995,787</b>	<b>\$ 2,161,302</b>		<b>\$ 50,933</b>	<b>\$ 4,255</b>	<b>\$ 55,188</b>
EARNINGS FROM OPERATIONS	\$ 1,335,213	\$ 1,003,642		\$ 54,775	\$ (14,990)	\$ 39,785
Interest Income	\$ (27,979)	\$ (23,577)	Not Allocated	\$ -	\$ -	\$ -
Loss on Asset Disposal	\$ (1,828)	\$ -	Not Allocated	\$ -	\$ -	\$ -
<b>NET INCOME BEFORE TAX</b>	<b>\$ 1,365,020</b>	<b>\$ 1,027,219</b>		<b>\$ 54,775</b>	<b>\$ (14,990)</b>	<b>\$ 39,785</b>
Operating Margin	9.98%	7.37%		16.67%	0.00%	12.03%
Calculated Operating Ratio	90.13%	92.71%		83.18%	no adj.	87.83%

RWO - Valley Cost of Service Report 2020-21



	RWO - Valley Total			City of Dayton		
	2020 Calendar Year Actual	2021-22 Projected Rate Year	Allocation Method	2020 Calendar Year Actual	Adjustments and Projected Changes	2021-22 Projected Rate Year
<b>Allocation Data:</b>						
Revenue (All RWO-VAL)	\$ 14,198,830	\$ 14,474,948		\$ 336,637		\$ 338,907
Revenue Percent	100.00%	100.00%		2.37%		2.34%
2019 Labor Hours	100%	100%		2.16%		2.16%
2019 Disposal - Outside Source	100%	100%		5.97%		5.97%
2019 Disposal - Inter-Company	100%	100%		0.00%		0.00%
2019 Recycling	100%	100%		3.54%		3.54%
2019 Customer Count	100%	100%		3.42%		3.42%
2019 Yard Debris	100%	100%		1.45%		1.45%
2019 Medical Waste	100%	100%		0.23%		0.23%
2019 Franchised Labor	100%	100%		2.52%		2.52%
<b>Operating Ratio Calculation</b>						
<b>Total Expenses:</b>						
Total Labor	\$ 2,332,838	\$ 2,458,487		\$ 50,456		\$ 53,174
Total Disposal	\$ 2,186,738	\$ 2,299,383		\$ 45,680		\$ 49,338
Total Operational	\$ 5,827,309	\$ 6,018,082		\$ 126,701		\$ 133,275
Total Administrative	\$ 1,995,787	\$ 2,161,302		\$ 50,933		\$ 55,188
<b>Total</b>	<b>\$ 12,342,672</b>	<b>\$ 12,937,254</b>		<b>\$ 273,770</b>		<b>\$ 290,974</b>
<b>Less Non Allowable Expenses:</b>						
Interest on Purchase of routes	\$ -	\$ -		\$ -		\$ -
Contributions	\$ (14,309)	\$ (13,336)		\$ (490)		\$ (456)
Amortization	\$ -	\$ -				
<b>Allowable Expenses</b>	<b>\$ 12,328,363</b>	<b>\$ 12,923,918</b>		<b>\$ 273,280</b>		<b>\$ 290,518</b>
<b>Revenue</b>						
Revenue w/o Franchise Fees	\$ 13,677,885	\$ 13,940,896		\$ 328,545		\$ 330,760
<b>Revenue (net of Pass Through)</b>	<b>\$ 13,677,885</b>	<b>\$ 13,940,896</b>		<b>\$ 328,545</b>		<b>\$ 330,760</b>
<b>Operating Ratio:</b>						
Allowable Expenses divided by	\$ 12,328,363	\$ 12,923,918		\$ 273,280		\$ 290,518
Revenue (w/o Franchise Fees)	\$ 13,677,885	\$ 13,940,896		\$ 328,545		\$ 330,760
<b>Calculated Operating Ratio</b>	<b><u>90.13%</u></b>	<b><u>92.71%</u></b>		<b><u>83.18%</u></b>	proposed adjustment 0.00% no adj.	<b><u>87.83%</u></b>

**Recology Western Oregon - Valley Inc.**  
(A Wholly - Owned Subsidiary of Recology Inc.)  
Financial Statements  
December 31, 2020  
(With Independent Accountant's Review Report)



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INDEPENDENT ACCOUNTANT'S REVIEW REPORT

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

We have reviewed the accompanying financial statements of Recology Western Oregon – Valley Inc., which comprise the balance sheet as of December 31, 2020, and the related statements of earnings and stockholder's investment and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

**Management's Responsibility for the Financial Statements**

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

**Accountant's Responsibility**

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

**Accountant's Conclusion**

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

**Supplementary Information**

The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

*Armanino LLP*

Armanino <sup>LLP</sup>  
San Ramon, California

March 25, 2021



RECOLOGY WESTERN OREGON - VALLEY INC.  
(A Wholly - Owned Subsidiary of Recology Inc.)  
Balance Sheet  
December 31, 2020

ASSETS

Current assets:	
Accounts receivable, net of allowance for doubtful accounts of \$38,397	\$ 2,028,173
Prepaid expenses	60,930
Due from Parent	<u>220,632</u>
Total current assets	<u>2,309,735</u>
Property and equipment:	
Machinery and equipment	2,125,291
Less accumulated depreciation	<u>(2,098,007)</u>
Property and equipment, net	<u>27,284</u>
Total assets	<u>\$ 2,337,019</u>

LIABILITIES AND STOCKHOLDER'S INVESTMENT

Current liabilities:	
Accounts payable	\$ 36,088
Accrued liabilities	343,369
Deferred revenues	<u>1,230,252</u>
Total current liabilities	<u>1,609,709</u>
Other liabilities:	
Deferred taxes	<u>42,422</u>
Total other liabilities	42,422
Stockholder's investment, net	<u>684,888</u>
Total liabilities and stockholder's investment	<u>\$ 2,337,019</u>

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

RECOLOGY WESTERN OREGON - VALLEY INC.  
(A Wholly - Owned Subsidiary of Recology Inc.)  
Statement of Earnings and Stockholder's Investment  
For the Year Ended December 31, 2020

Revenues	<u>\$ 13,677,885</u>
Cost of operations	
Intercompany disposal	1,345,630
Third party refuse disposal	841,108
Labor costs	2,332,838
Operational expenses	<u>5,827,309</u>
Total cost of operations	<u>10,346,885</u>
Gross profit	3,331,000
General and administrative expenses	<u>1,995,787</u>
Earnings from operations	<u>1,335,213</u>
Other income	
Interest income	27,979
Gain on asset disposal	<u>1,828</u>
Total other income	29,807
Net earnings	1,365,020
Stockholder's investment, net, beginning of year	363,594
Net distributions to Parent and affiliates	<u>(1,043,726)</u>
Stockholder's investment, net, end of year	<u>\$ 684,888</u>

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

RECOLOGY WESTERN OREGON - VALLEY INC.  
(A Wholly - Owned Subsidiary of Recology Inc.)  
Statement of Cash Flows  
For the Year Ended December 31, 2020

Cash flows from operating activities:	
Net earnings	\$ 1,365,020
Adjustments to reconcile net earnings to net cash provided by operating activities:	
Depreciation	11,481
Provision for bad debts	(9,029)
Gain on asset disposal	(1,828)
Changes in assets and liabilities:	
Accounts receivable	(503,129)
Prepaid expenses	(4,774)
Due from Parent	92,066
Accounts payable	(15,996)
Accrued liabilities	(76,852)
Deferred revenues	142,517
Deferred taxes	42,422
Net cash provided by operating activities	<u>1,041,898</u>
Cash flows used in financing activities:	
Net distributions to Parent and affiliates	<u>(1,041,898)</u>
Net change in cash	-
Cash, beginning of year	-
Cash, end of year	<u>\$ -</u>

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

RECOLOGY WESTERN OREGON - VALLEY INC.  
(A Wholly - Owned Subsidiary of Recology Inc.)  
Notes to Financial Statements  
December 31, 2020

1. ORGANIZATION AND ACCOUNTING POLICIES

Organization

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

Revenue recognition and accounts receivable

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

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

In accordance with the Company's adoption of the new revenue recognition standard during 2019, municipal franchise fees were presented as a reduction to revenue for the year ended December 31, 2020.

Property and equipment

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

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

Depreciation expense on the above amounted to \$11,481 for the year ended December 31, 2020. The cost of maintenance and repairs is charged to operations as incurred; significant renewals and betterments are capitalized.

RECOLOGY WESTERN OREGON - VALLEY INC.  
(A Wholly - Owned Subsidiary of Recology Inc.)  
Notes to Financial Statements  
December 31, 2020

1. ACCOUNTING POLICIES (continued)

Environmental remediation liabilities

The Company accrues for environmental remediation costs when they become probable and based on its best estimate within a range. If no amount within the range appears to be a better estimate than any other, the low end of such range is used. Remediation costs are estimated by environmental remediation professionals based upon site remediation plans they develop and on their experience working with regulatory agencies and the Company's environmental staff and legal counsel. All estimates require assumptions about future events due to a number of uncertainties, including the nature and extent of any contamination, the appropriate remedy or remedies, the final apportionment of responsibility among the potentially responsible parties, if any are identified, the financial viability of other potentially responsible parties, and regulatory agency requirements. Thus, actual costs incurred may differ from the Company's initial estimate. These estimates do not take into account discounts for the present value of total estimated future costs, as the timing of cash payments is not reliably determinable. The Company regularly evaluates the recorded liabilities when additional information becomes available or regulatory changes occur to ascertain whether the accrued amounts are adequate. The Company does not recognize recoverable amounts from other responsible parties or insurance carriers until receipt is deemed probable. No environmental liabilities were accrued at December 31, 2020.

Impairment of long-lived assets

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

During the year ended December 31, 2020, there were no events or changes in circumstances that indicated the carrying value of an asset was not fully recoverable.

Income taxes

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

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

The Company records interest related to unrecognized tax benefits as interest expense and penalties as an administrative expense. For the year ended December 31, 2020, there was no interest or penalties recorded because the Company has no uncertain tax positions that meet the more likely than not threshold.

RECOLOGY WESTERN OREGON - VALLEY INC.  
(A Wholly - Owned Subsidiary of Recology Inc.)  
Notes to Financial Statements  
December 31, 2020

1. ACCOUNTING POLICIES (continued)

Cash concentration account

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

Allocations

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

Use of estimates

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

Stockholder's investment

The Company has 1,000 shares of common stock authorized and 500 shares issued and outstanding with no par value as of December 31, 2020. Stockholder's investment, net is comprised of the legal capital plus cumulative contributions net of distributions.

Fair value of financial instruments

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

Concentration of credit risk

Cash and accounts receivable are financial instruments that potentially expose the Company to credit risk. The Company's bank account is linked to the Parent's concentration account. Cash balances (or deficits) at the end of each day are automatically transferred to (or from) the concentration account. Management believes that the Company is not exposed to any significant risk on cash. As of December 31, 2020, two jurisdictions accounted for approximately 78% of accounts receivable.

RECOLOGY WESTERN OREGON - VALLEY INC.  
(A Wholly - Owned Subsidiary of Recology Inc.)  
Notes to Financial Statements  
December 31, 2020

2. OPERATIONS

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

During the year ended December 31, 2020, the Company disposed of refuse collected by its operations at a facility owned and operated by an affiliate as well as a facility owned and operated by a third party. Yard debris and other recyclable commodities were primarily disposed at a facility owned and operated by an affiliate.

3. COMMITMENTS AND CONTINGENCIES

Substantially all of the assets of the Company are pledged to secure the obligations of the Parent. The Company, along with the Parent and the Parent's wholly-owned subsidiaries, has guaranteed the repayment, on a joint and several basis, of any and all obligations under the Parent's Revolving Credit Agreement. The Company could be required to honor the guarantee upon an uncured default event, as defined in the Parent's Revolving Credit Agreement. The Parent's Revolving Credit Agreement expires on April 21, 2022. At September 30, 2020, the Parent's fiscal year-end, there was an outstanding balance of \$267.0 million on the Parent's Revolving Credit Agreement and there were standby letters of credit issued for \$102.8 million.

The Company, along with the Parent and the Parent's wholly-owned subsidiaries, has guaranteed the payment of amounts owed to unrelated third parties, which provided the equipment financing to affiliates of the Company. The affiliates are obligated to the unrelated third parties with various expiration dates through June 2027. At September 30, 2020, the outstanding principal on the financed equipment recorded by the affiliates was \$51.5 million.

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

RECOLOGY WESTERN OREGON - VALLEY INC.  
(A Wholly - Owned Subsidiary of Recology Inc.)  
Notes to Financial Statements  
December 31, 2020

4. PROPERTY AND EQUIPMENT OBLIGATIONS

The Company has cancelable agreements with an affiliate whereby it pays for the use of certain operating equipment. Future payments for continued use of the property and equipment, by year-end and in aggregate, as of December 31, 2020 are as follows:

Year ending December 31:

2021	\$ 1,052,792
2022	893,986
2023	763,901
2024	491,158
2025	328,159
Thereafter	<u>206,536</u>
Total future payments	<u>\$ 3,736,532</u>

Rental expense for the year ended December 31, 2020 was \$976,354 including amounts under short-term rental agreements with third parties and affiliates.

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

RECOLOGY WESTERN OREGON - VALLEY INC.  
(A Wholly - Owned Subsidiary of Recology Inc.)  
Notes to Financial Statements  
December 31, 2020

5. TRANSACTIONS WITH RELATED PARTIES

During the year ended December 31, 2020, operating and other expenses of the Company included allocated charges from the Parent and affiliates. Such charges are based upon the direct and indirect costs of the Parent and affiliates, or established fees, and allocated based on specific activities. The allocated charges are as follows:

Parent:	
Health insurance	\$ 16,516
Worker's compensation	67,405
401(k) employer portion	3,369
General and vehicle insurance	<u>197,273</u>
	<u>284,563</u>
Affiliates:	
Collection revenue	(646,317)
Rental of equipment	819,028
Property rental	12,780
Disposal costs	2,684,198
Processing fees	1,078,850
General and administration allocation	1,270,241
Truck and garage	920,852
Regional management and accounting fees	<u>401,360</u>
	<u>6,540,992</u>
Total	<u>\$6,825,555</u>

During the year ended December 31, 2020, amounts due from or payable to Parent and affiliates were accumulated by the Company and as of the Parent's fiscal year-end, September 30, 2020, the net amount was settled by way of capital contributions or distributions. Changes in amounts due from or payable to Parent or affiliates are presented as a financing activity in the statement of cash flows, except as related to expenditures attributable to property and equipment. For the three months from October 1, 2020 to December 31, 2020, the net amount was not settled by way of capital contributions or distributions.

RECOLOGY WESTERN OREGON - VALLEY INC.  
(A Wholly - Owned Subsidiary of Recology Inc.)  
Notes to Financial Statements  
December 31, 2020

6. EMPLOYEE STOCK OWNERSHIP PLAN

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

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

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

7. RISKS AND UNCERTAINTIES

In March 2020, the World Health Organization declared the outbreak of a new strain of coronavirus ("COVID-19") a global pandemic. The COVID-19 pandemic has negatively impacted the global economy, disrupted global supply chains, and created significant volatility and disruption of financial markets. Both national and local government agencies have implemented steps with the intent to slow the spread of the virus, including shelter-in-place orders and the mandatory shutdown of certain businesses. During this time, the Company continued to provide essential services to customers. In mid-March 2020, certain customers began adjusting their service levels, which included a decrease in the frequency of pickups or a temporary pause in service. As service levels decreased, the Company also experienced a decrease in certain costs of operations which are variable in nature. This decline in service activity gradually improved thereafter as local economies began to gradually reopen and customers began to resume service. The full extent of the impact of the COVID-19 pandemic on the Company's operations and financial performance will depend on future developments, including the duration and spread of the pandemic, all of which are uncertain and cannot be predicted at this time.

RECOLOGY WESTERN OREGON - VALLEY INC.  
(A Wholly - Owned Subsidiary of Recology Inc.)  
Notes to Financial Statements  
December 31, 2020

8. SUBSEQUENT EVENTS

Users of these financial statements should consult recent events in the public domain relating to the Parent's March 2021 settlement with the City and County of San Francisco and also the Parent's sale of certain assets in San Francisco to Amazon in December 2020.

The Company has evaluated its subsequent events through March 25, 2021, the date the financial statements were available to be issued. No other subsequent events have occurred that would have a material impact on the presentation of the Company's financial statements.

SUPPLEMENTARY INFORMATION

RECOLOGY WESTERN OREGON - VALLEY INC.  
(A Wholly - Owned Subsidiary of Recology Inc.)  
Schedule of Expenses  
For the Year Ended December 31, 2020

Operational expenses	
Depreciation	\$ 11,481
Fuel	345,951
Insurance	197,273
Supplies	51,590
Operational lease expense	976,354
Recycling processing costs	1,078,850
Repair and maintenance	1,541,618
Taxes and licenses	247,930
Yard debris funding	1,338,568
Other operational expenses	37,694
Total operational expenses	<u>\$ 5,827,309</u>
General and administrative expenses	
General administration allocation	\$ 1,270,241
Regional management and accounting fees	401,360
Advertising and promotion	6,345
Bad debt recoveries	(9,029)
Contributions	14,309
Billing services	75,911
Dues and subscriptions	17,289
Education and training	3,007
Bank service charges	50,560
Meals	3,823
Office supplies	8,257
Postage	16,772
Professional services	33,304
Telephone	87,322
Travel	3,614
Other administration	12,702
Total general and administrative expenses	<u>\$ 1,995,787</u>

**To:** Honorable Mayor and City Councilors  
**From:** Rochelle Roaden, City Manager  
**Issue:** Recology Lawn Debris Program Expansion Discussion / Rate Approval  
**Date:** June 7, 2021

**Background and Information**

Dave Larmouth will provide an overview of the options to expand the lawn debris program in Dayton. Currently, residents can drop off their lawn debris in McMinnville at the Recology facility. The city asked Dave if it would be possible to expand the program including some type of “opt in” program for our residents.

Dave has put together a proposal with two new options:

- 1) Add yard debris collection for all customers.
- 2) Add yard debris collection on a subscription basis.

Please see Dave’s memo attached which includes additional information and rates for both options.

Dave will attend the June 7th City Council meeting to present these options and answer any questions the Council may have.

**City Manager Recommendation:** I believe offering curbside lawn debris for Dayton residents would be beneficial. The City provided a large container after the February storm this year and the response was incredible. Residents appreciated having a local drop off location.

**Potential Motion to Approve – Rate Increase:** “I move to approve expanding Recology Western Oregon’s yard debris collection program with Option \_\_\_ at a rate increase of \_\_\_\_.”

**Council Options:**

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





Ms. Rochelle Roaden  
 City Manager  
 City of Dayton  
 P.O. Box 339  
 Dayton, OR 97114

May 21, 2021

Dear Rochelle:

As I mentioned in my letter on April 2, we are not requesting an adjustment to most rates this year. We do have two items to present to you and the Council:

- Item One: We propose to change DB ton rate by 1.26% to \$47.41/ton effective July 1, 2021. This applies only to the garbage ton rate for large construction and demolition jobs (see attached rate sheets). I believe we need a vote by the Council to acknowledge this change.
- Item Two: Discuss options for expanding the Yard Debris program.
  - o Some aspects of the program are the same for both Options A & B:
    - Material: Yard Debris includes grass, leaves, flowers, branches, garden waste, stems, cores, peels, etc. "If it grows, it goes".
    - Not Accepted: Dirt, sod, stumps, pet waste, plate scrapings from cooked food, food service ware of any type (bags, forks, spoons, cups, plates, napkins, clamshell containers, etc. – regardless of what the label or packaging says).
    - Size/Frequency: 90 gallon roll-cart, collected every other week, same day as trash\*  
 \*Note: If you have less-than-weekly garbage collection, your yard debris week may or may not be the same week as your garbage week.

- o OPTION A: Add Yard Debris collection included for all customers.
  - 8.90% rate adjustment for all customers with regular garbage service.
  - Rates change with program start (TBA, usually 6 months from approval).
  - If selected, we will provide full rate sheets to the Council for approval.
  - Rate Examples showing change in trash rate:

Service Level	Current Rate	Change in \$	New Rate
32g weekly curb	\$20.11/mo	\$1.79	\$21.90
90g weekly curb	\$33.50/mo	\$2.98	\$36.48

- o OPTION B: Add Yard Debris collection on a subscription basis.
  - \$7.50 per subscriber, per month, starting when the program starts.
  - We request a 12-month pilot period once the program starts. Our goal is to sign up 20% of customers (~157 households). If the numbers are significantly lower, we would want to have a discussion with the Council about how to move forward.
  - Rate Examples showing change in total cost for subscribers:

Service Level	Current Rate	Add Sub-YD	New Total
32g weekly curb	\$20.11/mo	\$7.50	\$27.61 (37% inc.)
90g weekly curb	\$33.50/mo	\$7.50	\$41.00 (22% inc.)

- o OPTION C: No change (Yard Debris continues as drop-off only, included in the rates)



We look forward to discussing the details at an upcoming council meeting, either in person or via computer, whichever option is more convenient for you.

Please let us know if you have any questions or need any additional information. You can reach our Rate Analyst Dave Larmouth at 503-437-0103 or [dlarmouth@recology.com](mailto:dlarmouth@recology.com). You can find me at 503-474-4839 or [cpeters@recology.com](mailto:cpeters@recology.com).

Respectfully,

A handwritten signature in black ink, appearing to read 'Carl Peters', with a long horizontal flourish extending to the right.

Carl Peters  
General Manager

**To:** Honorable Mayor and City Councilors  
**From:** Rochelle Roaden, City Manager  
**Issue:** Approval of Resolution 20/21-13 Agreement for Land Use Planning Services with the Mid-Willamette Valley Council of Governments (MVCOG)  
**Date:** June 7, 2021

**Background Information:**

This resolution will renew our contract with the Mid-Willamette Valley Council of Governments (COG) for Planning Services. There are no significant changes to the contract for services. The COG contract is going from \$87/hr. to \$90/hr. for an Associate Planner and \$90/hr. to \$92/hr. for a Senior Planner.

**City Manager Recommendation:** I recommend approval of Resolution 20/21-13.

**Land Use Planning Services:** “I move to approve Resolution 20/21-13 a Resolution Approving a Contract for Land Use Planning Services with the Mid-Willamette Valley Council of Governments, July 1, 2021 through June 30, 2022.”

**City Council Options:**

- 1 – Move to approve the resolution.
- 2 - Move to approve the resolution with amendments.
- 3 – Take no action and direct Staff to do more research and bring more options back to the City Council at a later date.





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

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April 26, 2021

Rochelle Roaden, City Administrator  
City of Dayton  
PO Box 339  
Dayton OR 97114

Dear Rochelle,

As we near the close of another fiscal year, I am enclosing for your consideration two copies of a contract for continuing land use planning services from **July 1, 2021** to **June 30, 2022**.

At their March meeting, the MWVCOG Board of Directors adopted Resolution 2021-06 setting rates for all of our programs. As in previous years, the rates do not require a minimum number of hours.

The new rates related to land use planning are enclosed as Exhibit A to the land use planning contracts. This agreement covers land use planning services on an as-needed, on-demand basis. Mileage costs associated with providing land use planning services are charged directly to the city at the IRS mileage rate. To help reduce travel costs to the city, land use planners are also able to participate in meetings by teleconference as requested by our members.

Our costs for on-demand service reflect the fact that it is much more difficult to plan and budget for this work. Most of the cities that we provide this service to are able to pass this cost on to the developers or applicants who require the planning service, either through direct billing or through the collection of fees. We would be glad to assist you with putting such a system in place if you do not already have such a means of recovering these costs.

One planning service that we will continue to provide to client cities at no charge is the preparation of grant applications to pay for land use planning projects. Also, when we assign a planner to a city, they become responsible for reporting back to the rest of the COG staff on other needs that you may have such as public works improvements, transportation needs, etc., so that you can take full advantage of other COG resources that may be available.

Please sign and return both copies of the enclosed contract by **June 30th**. If you have questions or wish to discuss this further, please contact me at 503-540-1618 or [renatac@mwvcog.org](mailto:renatac@mwvcog.org).

We are also seeking your feedback via an annual evaluation and survey, which is available online at: <https://www.surveymonkey.com/r/2020LUPanningEval>. Feel free to share this survey with members of

your city council or planning commission, as you think appropriate. Your feedback is critical to our efforts to monitor and improve services.

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

Sincerely,



Renata Wakeley  
Community Development Director



Scott Dadson  
Executive Director

**RESOLUTION No. 20/21-13  
CITY OF DAYTON, OREGON**

*A Resolution Approving a Contract for Land Use Planning Services with the Mid-Willamette Valley Council of Governments, July 1, 2021 through June 30, 2022.*

**WHEREAS**, the City of Dayton currently has no City Planner on staff and wishes to contract for professional planning services for fiscal year 2021-2022; and

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

**The City of Dayton resolves as follows:**

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

**ADOPTED** this 7th day of June 2021.

**In Favor:**

**Opposed:**

**Absent:**

**Abstained:**

\_\_\_\_\_  
Elizabeth Wytoski, Mayor

\_\_\_\_\_  
Date of Signing

**ATTESTED BY:**

\_\_\_\_\_  
Patty Ringnalda, City Recorder

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

**Attachment - Exhibit A**



**EXHIBIT A**

**CONTRACT**

**LAND USE PLANNING SERVICES**

THIS AGREEMENT is made and entered into this 1st day of July 2021 by and between the CITY OF Dayton, OREGON, a municipal corporation ("CITY"), and the MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS ("COG"), a voluntary intergovernmental association created by charter and Agreement pursuant to ORS Chapter 190 of which CITY is a member.

**WITNESSETH:**

IN CONSIDERATION of the mutual premises and stipulations set out below, the CITY and COG do hereby agree as follows:

**A. COG Responsibilities**

1. COG shall provide an experienced land use planner to assist the CITY in processing land use actions, zone code revisions and other related activities which may be requested by the CITY.
2. COG shall provide to CITY mapping, graphics and document production services related to work requested by CITY under paragraph A.1.
3. COG shall provide to City legal services as requested by City related to work under paragraph A.1.
4. COG shall provide monthly billing statements.

**B. CITY Responsibilities**

1. CITY agrees to engage COG as a provider of land use planning consulting services.
2. CITY agrees to pay for land use planning services under paragraph A.1. at a rate of \$90.00-\$92.00 per hour for a land use planner, \$99.00 per hour for a GIS mapping analyst, \$170.00 per hour for legal services, and \$68.00 per hour for staff support assistance, plus mileage at the IRS mileage rate for travel related to providing said services.
3. CITY agrees to pay the actual cost of mapping, graphics and document production provided under paragraph A.2.
4. CITY shall review, process, and pay COG's monthly invoices within 30 days of receipt.
5. CITY shall designate a key contact person through which all requests for services will come and with whom the activities of COG's land use planner will be coordinated.

**C. COG Services Provided Without Additional Compensation**

1. COG shall provide advice and assistance to CITY with grant and loan applications for financing of public improvements at no additional charge except in those instances when such work may be eligible for compensation from the granting agency.

2. COG shall prepare documentation and applications for funding for additional planning projects on behalf of CITY.
3. COG shall refer CITY to other available resources that may be available to address needs of CITY upon request.

D. Termination and Amendment

1. This Agreement shall be terminated on June 30, 2022 unless otherwise agreed to by COG and CITY by amendment to this Agreement.
2. This Agreement may be terminated for convenience by either party upon written notice of 30 calendar days.
3. This Agreement may be amended only by written agreement executed between the parties.

E. Independent Contract

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

F. Limited Warranty

1. Unless requested by the City that the COG provide legal services, CITY agrees to seek and rely exclusively on the advice of its own legal counsel as to the legal sufficiency of the land use planning process and its products. The parties expressly recognize that the review process involves political and legal judgment entirely within the control and authority of the CITY. COG's only obligation is to provide advice from the perspective of land use planning principles, and not legal or political counsel.
2. In no event shall COG be liable for indirect or consequential damages of any nature. In no event, regardless of theory of recovery, shall COG be liable for any damages in excess of the amounts actually paid by CITY to COG under Paragraph B. hereof.
3. CITY agrees to provide a representative to present the CITY's viewpoint at public hearings regarding a dispute between the CITY and the County or another city. COG will provide support and information as appropriate (including research and staff reports) to aid the CITY in making its arguments.

IN WITNESS WHEREOF, COG and the CITY have, by approval of their respective governing bodies, caused this Agreement to be executed as of the day and year aforesaid.

**MID-WILLAMETTE VALLEY  
COUNCIL OF GOVERNMENTS**

**CITY OF Dayton**

By:   
Scott Dadson, Executive Director

By: \_\_\_\_\_  
Name/Title:

BEFORE THE BOARD OF DIRECTORS  
 FOR THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS  
 In the matter of establishing rates for services provided member and other entities on a fee-for-service basis.

**RESOLUTION 2021-06**

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

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

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

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

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

That the following rates shall take effect for the COG's fee-for-service program beginning July 1, 2021, and ending June 30, 2022, unless sooner amended:

Member Services

Recruitment Services:

<u>Population</u>	<u>Fee</u>
Up to 1,000	\$7,000
1,001 to 5,000	\$9,000
Over 5,000	\$12,000
Non-member Gov't Entities	\$18,000

Background Check Services \$500/background check

Legal Services

General Counsel Services	\$170 per hour
Hearings Officer Services	\$187 per hour

Strategic Planning / Goal Setting

Evening / Half Day	\$1,500
One Day (8 Hours)	\$3,000
Evening Plus Full Day (10 Hours)	\$3,500

Miscellaneous Technical Services

Executive Director	\$180 per hour
Support Staff	\$68 per hour

<b>Finance Services</b>	
Finance Director	\$118 per hour
Fiscal Assistant	\$87 per hour

Community Development Services

<b>Land Use Planning (small cities)*</b>	
Senior Planner	\$92 per hour
Associate Planner	\$90 per hour
GIS Analyst	\$99 per hour
Support Staff	\$68 per hour

<b>Grants Administration*</b>	
Grants Administration Specialist	\$79 per hour
Non-profit / Government Rate	\$87 per hour
For Profit Rate	\$92 per hour
Support Staff	\$68 per hour

<b>Housing Rehab Services*</b>	
Grants Administration Specialist	\$79 per hour

<b>Economic Development Services*</b>	
Development Director	\$130 per hour
Senior Planner	\$92 per hour
Associate Planner	\$90 per hour
GIS Analyst	\$99 per hour
Support Staff	\$68 per hour

\*(Any contracts that exceed a 1-year period shall be charged at the above rates plus 5%.)

GIS/Data Services

<b>Transportation Services</b>	
Transportation Director	\$145 per hour

<b>GIS Services</b>	
Member Rate	\$99 per hour
Non-profit / Government Rate	\$115 per hour
For Profit Rate	\$145 per hour

<b>Modeling Services</b>	
Member Rate	\$125 per hour
Non-profit / Government Rate	\$140 per hour
For Profit Rate	\$162 per hour

Loan Program Services

<b>SBA Loans / Administration of Revolving Loan Programs</b>	
Program Manager	\$142 per hour

Loan Officer  
Servicing Specialist

\$105 per hour  
\$87 per hour

Loan Underwriting, packaging  
and Closing Services  
Minimum Fee - \$800

1.5 % of Loan Amount,

Loan Servicing and Reporting

\$2,000 annually

**ADOPTED** by the Board of Directors of the Mid-Willamette Valley Council of Governments at Salem,  
Oregon this 16<sup>th</sup> Day of March 2021.

ATTEST



Sal Peralta, Chair  
COG Board of Directors



Scott Dadson  
Executive Director



**To:** Honorable Mayor and City Councilors  
**From:** Rochelle Roaden, City Manager  
**Issue:** Approval of Resolution 20/21-14 Police Services Contract for 2021-2022  
**Date:** June 7, 2021

**Background Information:**

This resolution renews our contract with the Sheriff's Office for Police Services for 2021/2022. A cost increase from \$161,259 to \$179,443 is included this year with no other changes to the contract. This increase is due to a market adjustment to base wages of 6% plus an additional increase and a 2.5% cost of living increase. This is the last year of a three-year agreement for the market adjustment.

**City Manager Recommendation:** I recommend approval of Resolution 21-22-14.

**Potential Motion:** "I move to approve Resolution 19/20-14 a Resolution Approving an Intergovernmental Agreement between Yamhill County and the City of Dayton for Police Services for FY 2021/2022."

**City Council Options:**

- 1 – Move to approve Resolution 20/21-14.
- 2 - Move to approve Resolution 20/21-14 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. 20/21-14  
City of Dayton, Oregon**

*A Resolution Approving an Intergovernmental Agreement between Yamhill County and the City of Dayton for Police Services for FY 2021/22.*

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

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

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

**The City of Dayton resolves as follows:**

- 1) **THAT** the Mayor and City Manager are authorized to execute the 2021-22 Agreement for Police Services (attached hereto as Exhibit A and by this reference made a part hereof), on behalf of the City, which will be bound by its terms;
- 2) **THAT** beginning July 1, 2021, this agreement supersedes and replaces the Agreement for Police Services between the parties adopted by Resolution No. 19/20-20 for the period July 1, 2020 – June 30, 2021; and
- 3) **THAT** this resolution shall become effective immediately upon adoption.

**ADOPTED** this 7th day of June 2021.

**In Favor:**

**Opposed:**

**Absent:**

**Abstained:**

\_\_\_\_\_  
**Elizabeth Wytoski, Mayor**

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

**ATTEST:**

\_\_\_\_\_  
**Patty Ringnalda, City Recorder**

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

**Attachment – Exhibit A**



**AGREEMENT FOR POLICE SERVICES  
(City of Dayton 2021-2022)**

THIS AGREEMENT is made the last dates set forth adjacent to the signatures of the parties, to be effective July 1, 2021 by and between **YAMHILL COUNTY**, Oregon, a political subdivision of the state of Oregon, acting by and through the Sheriff's Office, ("the County") and the **CITY OF DAYTON**, a municipal corporation of the State of Oregon ("the City").

**RECITALS**

- A. ORS 190.010 and 206.345 allow cities to contract with county sheriffs and governing bodies for the provision of county police services to incorporated cities.
- B. The City desires to continue to contract with the County for Yamhill County Sheriff's Office to provide police services within the City. County is agreeable to providing police services on the terms and conditions set forth in this agreement from July 1, 2021 through June 30, 2022.
- C. This agreement supersedes and replaces the prior police services agreement between the parties that expires June 30, 2021. NOW, THEREFORE,

**AGREEMENT**

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

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

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

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

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

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

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

**SECTION 4. PERSONNEL COMMITMENTS.**

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

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

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

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

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

**SECTION 8. TERM AND TERMINATION OF AGREEMENT.**

- a. **Term.** Unless terminated in accordance with subsection (b), the term of this agreement is from July 1, 2021 through June 30, 2022.
- b. **Termination for Any Reason.** Either party may terminate this agreement on one hundred and eighty (180) days written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

**SECTION 9. COMPENSATION BY CITY.**

- a. For the period July 1, 2021 to June 30, 2022, the City will pay to the County, for performance of the duties identified in Section 1, the sum of **\$179,443.01**, in monthly installments of **\$14,953.58**, as set forth in Exhibit A. Payment is due by the 15th day of the month in which services were provided.
- b. The County shall exercise its best efforts to notify the City in writing of any proposed rate adjustment for the subsequent fiscal year no later than April 30.

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

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

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

DONE the dates set forth adjacent to the signatures below.

**CITY OF DAYTON, OREGON**

**YAMHILL COUNTY, OREGON**

\_\_\_\_\_  
ELIZABETH WYTOSKI, Mayor

\_\_\_\_\_  
TIM SVENSON, Sheriff

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

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

*ATTEST:*

*ATTEST:*

\_\_\_\_\_  
ROCHELLE ROADEN, City Manager

\_\_\_\_\_  
MARY STARRETT, Chair  
Board of Commissioners

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

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
CHRISTIAN BOENISCH, County Counsel

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





**To:** Honorable Mayor and City Councilors

**From:** Rochelle Roaden, City Manager

**Issue:** Approval of Resolution 20/21-15 CCRLS for Library Services

**Date:** June 7, 2021

**Background Information:**

This is year four of a five year contract. This amendment is to add funding for the 2021-22 fiscal year.

**City Manager Recommendation:** I recommend approval of Resolution 20/21-15.

**Potential Motion Language:** “I move to approve Resolution 20/21-15 a Resolution Approving Amendment #03 of the Intergovernmental Agreement between Chemeketa Community College and the City of Dayton for the Chemeketa Cooperative Regional Library Service (CCRLS).”

**City Council Options:**

- 1 – Move to approve Resolution 20/21-15.
- 2 – Move to approve Resolution 20/21-15 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. 20/21-15  
CITY OF DAYTON, OREGON**

*A Resolution Approving Amendment #3 of the Intergovernmental Agreement between Chemeketa Community College and the City of Dayton for the Chemeketa Cooperative Regional Library Service (CCRLS).*

**WHEREAS**, in 2008-2009, the City of Dayton entered into a 5-year Intergovernmental Agreement with Chemeketa Community College for the Chemeketa Cooperative Regional Library Service (CCRLS), hereafter called “Agreement”; and

**WHEREAS**, this Agreement was modified annually each following year; and

**WHEREAS**, the CCRLS rewrote the Agreement which is another 5-year Agreement with an annual payment amounts update, with this being the third year of that 5-year Agreement; and

**WHEREAS**, the CCRLS has proposed Amendment #03 for approval by the Dayton City Council.

**The City of Dayton resolves as follows:**

- 1) **THAT** the City Manager and appropriate staff are hereby authorized to execute Amendment #03 of the Intergovernmental Agreement with CCRLS (attached hereto as Exhibit A and by this reference incorporated herein); and
- 2) **THAT** this resolution shall become effective immediately upon adoption.

**ADOPTED** this 7th day of June 2021.

**In Favor:**

**Opposed:**

**Absent:**

**Abstained:**

\_\_\_\_\_  
**Elizabeth Wytoski, Mayor**

\_\_\_\_\_  
**Date of Signing**

**ATTESTED BY:**

\_\_\_\_\_  
**Patty Ringnalda, City Recorder**

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

**Attachment - Exhibit A**



Chemeketa Cooperative  
Regional Library Service



Community. Literacy. Technology.

P.O. Box 14007, Salem, OR 97309-7070 - Phone: 503.315.4584 - Fax: 503.399.7316

**LIBRARY PARTICIPATION IN CHEMEKETA COOPERATIVE REGIONAL  
LIBRARY SERVICE**

**Contract #10425500, Amendment #03**

**Purpose:** The purpose of this amendment is to update notices and contact persons, add funding for the 2021-2022 fiscal year (Exhibit #1), and replace Attachment A and Attachment B.

This Agreement is by and between Chemeketa Community College hereafter known as COLLEGE, and the City of Dayton, Oregon, by and through its Mary Gilkey City Library, hereafter known as CCRLS PARTICIPATING ENTITY.

1) **Clause 18) Notices** is deleted in its entirety and replaced by the following:

**18) Notices**

**COLLEGE**

**CCRLS MEMBER LIBRARY**

JOHN HUNTER, EXECUTIVE DIRECTOR,  
CHEMEKETA COOPERATIVE  
REGIONAL LIBRARY SERVICE  
CHEMEKETA COMMUNITY COLLEGE  
PO BOX 14007  
4000 LANCASTER DR NE  
SALEM, OR 97309-7070  
Office: 503.345.4584  
Email: [john.hunter@ccrls.org](mailto:john.hunter@ccrls.org)  
c/o: [procurement@chemeketa.edu](mailto:procurement@chemeketa.edu)

ROCHELLE ROADEN,  
CITY MANAGER  
  
CITY OF DAYTON  
  
416 FERRY STREET  
DAYTON, OR 97114  
Office: 503.864.2221  
Email: [rroaden@ci.dayton.or.us](mailto:rroaden@ci.dayton.or.us)

2) **Clause 19) Contact Persons** is deleted in its entirety and replaced by following:

**19) Contact Persons**

**COLLEGE**

**CCRLS MEMBER LIBRARY**

JOHN HUNTER, EXECUTIVE DIRECTOR,  
CHEMEKETA COOPERATIVE  
REGIONAL LIBRARY SERVICE  
CHEMEKETA COMMUNITY COLLEGE  
PO BOX 14007  
4000 LANCASTER DR NE  
SALEM, OR 97309-7070  
Office: 503.345.4584  
Email: [john.hunter@ccrls.org](mailto:john.hunter@ccrls.org)  
c/o: [procurement@chemeketa.edu](mailto:procurement@chemeketa.edu)

CYNDI PARK,  
LIBRARY DIRECTOR  
  
MARY GILKEY CITY LIBRARY  
PO BOX 339  
416 FERRY STREET  
DAYTON, OR 97114  
Office: 503.864.2221, Fax: 503.864.2956  
Email: [cpark@ci.dayton.or.us](mailto:cpark@ci.dayton.or.us)

- 3) **10425502 Attachment A** is deleted in its entirety and replaced by **10425503 Attachment A** attached hereto and incorporated herein by this reference.
- 4) **Exhibit #1 to 10425502 Attachment A** is deleted in its entirety and replaced by **Exhibit #1 to 10425503 Attachment A** attached hereto and incorporated herein by this reference.
- 5) **10425502 Attachment B** is deleted in its entirety and replaced by **10425503 Attachment B** attached hereto and incorporated herein by this reference.
- 6) This amendment is effective upon signature by both parties.

**Signatures**

Parties concur that all other terms and conditions of the original Agreement, and the terms and conditions of any Amendment to the original agreement, shall remain in effect.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below, effective as of the date set forth herein.

**COLLEGE**

**CCRLS MEMBER LIBRARY**

\_\_\_\_\_  
 (Signature) (Date)  
**Jessica Howard, Ph.D.**  
**President/Chief Executive Officer**

\_\_\_\_\_  
 Signature of Library Director (Date)

\_\_\_\_\_  
 Name/Title (Typed or Printed)

\_\_\_\_\_  
 Signature of Authorized Entity Signer (Date)

\_\_\_\_\_  
 Name/Title (Typed or Printed)

The College is an equal opportunity/affirmative action employer and educational institution committed to an environment free of discrimination and harassment. Questions regarding sexual harassment, gender-based discrimination and sexual misconduct policies or wish to file a complaint contact the Title IX coordinator at 503.365.4723. For questions about equal employment opportunity and/or affirmative action, contact 503.399.2537. To request this publication in an alternative format, please call 503.399.5192.

## 1) Statement of Work

a) Under this agreement CCRLS MEMBER LIBRARY shall:

- 1) Provide at least the basic level of service to nonresidents within the COLLEGE District and to nonresident staff currently employed with the COLLEGE. Basic level of service is defined as ten checkouts and ten holds per person at a time, utilizing individual rather than household cards.
- 2) Provide free borrowing privileges to card holding residents/patrons of other CCRLS MEMBER LIBRARIES (including Silver Falls District) and all currently registered College students who present a valid library card.
- 3) Ensure that in no case shall card-holding residents of the COLLEGE district receive less than the basic level of service from CCRLS MEMBER LIBRARY.
- 4) CCRLS MEMBER LIBRARY may, at its sole option, elect to provide services to persons incarcerated in county, state, or federal jail or prison facilities. CCRLS MEMBER LIBRARY may, at its sole option, elect not to allow its owned materials to be circulated to such facilities.
- 5) Notify each current non-resident cardholder within its geographic zone at least 30 days prior to instituting a fee for service above the basic level. No advance notification is necessary for fee increases.
- 6) Provide reference and information services to patrons of the participating libraries of the CCRLS District in cooperation with COLLEGE and other participating libraries.
- 7) Share local basic circulating collections with other CCRLS MEMBER LIBRARIES as determined appropriate by Polk, Yamhill and Marion Library Association (PYM) and CCRLS Advisory Council. Nothing in this agreement shall require the CCRLS MEMBER LIBRARY to share the portions of its collection that it deems private and for local use only.
- 8) Provide daily fulfillment of loan/hold requests from other CCRLS MEMBER LIBRARIES, originating both within the shared ILS and from other resource sharing systems adopted by CCRLS, on days the CCRLS courier runs.
- 9) Provide for the regular participation of the library director in meetings of the PYM and as may be necessary in meetings of the CCRLS Advisory Council. The COLLEGE depends on member participation. Regular participation shall be defined as attendance by the library director at each meeting, unless excused. CCRLS MEMBER LIBRARY director's attendance at the September meeting of the PYM Association is highly encouraged. Library directors will have private secure email for communicating confidential COLLEGE information. Directors will provide a chain of command to allow coverage in their absence.
- 10) Provide for the regular participation of library staff at subcommittee meetings and training events provided by vendors and/or COLLEGE. The COLLEGE will reimburse mileage at current college rates; roundtrip from participating library to the meeting/training. Reimbursement will be made biannually.
- 11) Assume full responsibility for the accuracy of data at its entry into the automation system database, and for updating that data accurately to reflect the proper links to the material in its library. Such data includes, but is not limited to ISBN, Barcode number, library location, volume number, call number, copy number, type of material, status, etc.
- 12) Take reasonable measures to protect equipment in CCRLS MEMBER LIBRARY's possession from abuse, theft, and misuse. CCRLS MEMBER LIBRARY shall, while in possession of the computer system hardware, including peripheral devices, repair or replace as necessary any such items which are lost, physically damaged, or destroyed as a result of fire, theft, vandalism or other sudden and unforeseen occurrence which would be a peril insurable under a standard form electronic data processing property insurance policy; provided that CCRLS MEMBER LIBRARY shall have no obligation under this paragraph with respect to loss resulting from defect in the computer system itself, or from the acts of vandals gaining access to the computer system programs. Or data accessed externally and not by the application of physical force to the tangible components of the system; and, provided further, that the CCRLS MEMBER LIBRARY shall not be liable under this agreement for any consequential damages incident to any loss under this section.

- 13) Prepare, provide, and maintain the furniture and physical location for installation of automated system terminals and equipment in its library. This responsibility includes network, cable installation, electrical power, and environment, all meeting industry, manufacturer and vendor specifications.
  - 14) CCRLS MEMBER LIBRARY may purchase equipment and software to expand and enhance its own operations; provided that, if any such equipment and software will be linked to the automated system or the COLLEGE telecommunications network, COLLEGE shall be notified ahead of time and such equipment and software is to be acceptable to the COLLEGE as compatible with the automated system and the COLLEGE telecommunications network. The COLLEGE shall not be responsible for maintenance of CCRLS MEMBER LIBRARY equipment but will configure and ensure the COLLEGE network connectivity. CCRLS MEMBER LIBRARY shall not connect or install any such equipment or software without the review and written approval of the COLLEGE after at least 90 days prior to notice by CCRLS MEMBER LIBRARY. The COLLEGE may remove non-approved equipment from the network at the COLLEGE's discretion. To facilitate this approval, it is recommended that CCRLS MEMBER LIBRARY include the COLLEGE in the examination and selection process. The COLLEGE cannot be responsible for making equipment and software work if this process is not followed. Any computer device connected to the COLLEGE network must have approved anti-virus security software and a current, secure Operating System. CCRLS MEMBER LIBRARY will not alter COLLEGE network or workstation equipment within their building without communication or direction from the COLLEGE.
  - 15) Provide library staff possessing minimum level of technical ability and skill, with available phone access, to provide an onsite interface with COLLEGE technical staff.
  - 16) Notify COLLEGE of any desired reductions to the number of CCRLS MEMBER LIBRARY software licenses held through group software purchases if at all possible, at least three months prior to renewal.
- b) Under this agreement COLLEGE shall:
- 1) Provide for the fiscal and administrative management of the CCRLS
    - a. Maintain the following:
      1. The Chemeketa Cooperative Regional Library Advisory Council hereinafter referred to as the CCRLS Advisory Council, through which recommendations on policies of the Service can be expressed. The present membership of the CCRLS Advisory Council shall be updated as needed and sent electronically for inclusion to all Library Directors and posted on the COLLEGE website.
      2. An ongoing liaison with Polk, Yamhill and Marion Library Association (PYM) (or their executive committee) through which recommendations on procedures and their implementation can be expressed.
    - b. Provide operation and maintenance of the COLLEGE automated system and related databases, including:
      1. Maintain bibliographic, circulation, and borrower data in an automated database management system. Design, applications, enhancements of, and major changes of operation to the automated system database management system shall be subject to review by the PYM Technology Committee.
      2. Manage the COLLEGE automated system under the terms of this agreement and other applicable agreements with vendors and participating library so that CCRLS MEMBER LIBRARY has access to its bibliographic, circulation, and borrower records during library business hours and at other times as agreed upon between the CCRLS MEMBER LIBRARY Director and the CCRLS Executive Director. The management responsibility for the automated system includes the obligation of COLLEGE to monitor, evaluate, and create as needed entries for new materials and retrospective conversion of cataloging of old materials in order to maintain the highest quality bibliographic MARC database.
      3. Acquire and provide for effective maintenance and support of all essential present and future, central and remote automated system equipment at its own expense; and provide for secure installation and housing for automated system except such automated system equipment as is

acquired by CCRLS MEMBER LIBRARY for installation at its library, or as otherwise provided in Attachment A 1) a) 14) of this agreement.

4. Coordinate and assume cost for installation of telecommunications equipment and lines needed at CCRLS MEMBER LIBRARY's central and branch libraries for use with automated system. Parties agree that COLLEGE does not control, and therefore cannot warrant, the telecommunication networks used to communicate data from a remote site, nor does this agreement cover maintenance of telecommunication lines.
5. Acquire and furnish to CCRLS MEMBER LIBRARY, at COLLEGE's direct cost, certain necessary supplies and services, such as utilities, library cards, bar codes, patron notices, storage media, and other supplies except printer paper, cartridges and toner which may be required to provide the services of automated system to CCRLS MEMBER LIBRARY.
6. Provide at CCRLS MEMBER LIBRARY's request, specialized reports not regularly generated by automation system. CCRLS MEMBER LIBRARY shall reimburse the COLLEGE for the cost of providing such special reports.
7. Coordinate all service, support, equipment purchases and maintenance necessary to the proper operation of automated system and enforce rules and standards for use of automated system by CCRLS MEMBER LIBRARY. CCRLS MEMBER LIBRARY shall enter, retrieve, modify, and delete data in and from automated system in accordance with those rules and standards.
8. Maintain agreements for hardware maintenance and software support with current provider of library automation service(s). The COLLEGE shall provide reasonable approved maintenance and support for automated system hardware and software not provided by automation vendor. The COLLEGE shall provide reasonable prior notice to CCRLS MEMBER LIBRARY when system operation must be suspended for operational or maintenance requirements. The COLLEGE shall exercise its best efforts to schedule such periods of suspension during hours when CCRLS MEMBER LIBRARY's libraries are closed. Except for suspension of operation for necessary system maintenance or because security of the COLLEGE automated system database or software is compromised or damaged, COLLEGE shall not "lock out" CCRLS MEMBER LIBRARY terminals from automated system.
9. Provide, through the COLLEGE, one or more dedicated telephone lines to serve the system, and related telecommunication equipment as provided in the agreement with the vendor for the automation system, and pay all related installation, acquisition, maintenance, and use cost.
10. Except for equipment and software purchased by CCRLS MEMBER LIBRARY under Attachment A 1) a) 14), all automated system hardware, software, and other capital equipment shall remain the property of COLLEGE, and CCRLS MEMBER LIBRARY shall have no claim thereto other than the right to use thereof under this agreement.
11. The COLLEGE will provide ILL service through OCLC. CCRLS will serve as the Referral Center coordinating external loans and mediating borrowing requests from CCRLS MEMBER LIBRARY staff. CCRLS MEMBER LIBRARY will be responsible for shipping costs and losses of book borrowed.
12. Contract for hosting maintenance and backup of the COLLEGE automated system data. In the event of system malfunction or loss of data, the COLLEGE shall promptly arrange for restoration of the most recently backed up data to the system once it is again functioning. No liability is assumed by the COLLEGE if the automated system experiences down time or loss of data, which cannot be recovered.
13. Provide training for at least one CCRLS MEMBER LIBRARY staff person at any time the automated system operating systems or procedures are changed, enhanced, or otherwise revised. The COLLEGE shall provide up-to-date access to on-line user manuals for CCRLS MEMBER LIBRARY's staff. All other training of CCRLS MEMBER LIBRARY staff shall be the responsibility of CCRLS MEMBER LIBRARY. CCRLS MEMBER LIBRARY shall designate one staff position responsible for coordinating training and operations matters with the COLLEGE staff person responsible for automation system operations.

14. Provide for general maintenance and utilities to support the COLLEGE automated system. This obligation includes janitorial service, maintenance painting as necessary, structural repairs, lighting and electrical system maintenance, and HVAC maintenance.
15. While providing computer network access to the COLLEGE automated system, repair or replace as necessary any such items which are lost, physically damaged, or destroyed as a result of fire, theft, vandalism, or other sudden and unforeseen occurrence which would be a peril insurable under a standard form electronic data processing property insurance policy; provided that CCRLS MEMBER LIBRARY shall have no obligation under this paragraph with the acts of vandals gaining access to the computer system, programs, or data tangible components of the system; and, provided further, that CCRLS MEMBER LIBRARY shall not be liable under this agreement for any consequential damages incident to any loss covered under this section.
16. Provide personnel for the operation of the system. "Operation" includes: use of supplied software to generate reports, notices, lists, and similar documents and files; preparation and sending of overdue notices, hold notices, reports, billings, and other specified documents produced for routine system operation by the vendor(s) of the system and its installation, maintenance, or support of software, or the maintenance, repair or replacement of hardware or firmware.
17. Through its governing board, retain final authority over the policies and decisions relating to budget, operating procedures, system design, participation by other libraries, and other like issues of a general policy nature affecting their operation of COLLEGE and automated system. The board, however, shall not take such actions without the recommendation of the CCRLS Advisory Council.
18. In serving card-holding COLLEGE district nonresident patrons, abide by each CCRLS MEMBER LIBRARY's rules and procedures regarding borrowing privileges. In no case shall card-holding residents of the COLLEGE district receive less than the basic level of service from COLLEGE.
19. Provide a quarterly financial report to the CCRLS Advisory Council that includes revenue and expense information for the quarter and year to date, compared to a) current year budget and b) prior year for the same period. The report will be made available to CCRLS MEMBER LIBRARY.
20. Reimburse CCRLS MEMBER LIBRARY for library materials borrowed by district non-residents and college students, faculty, and staff under this agreement and not returned by the borrowers within twelve months of due date. CCRLS MEMBER LIBRARY hereby transfers and assigns all interests in such materials and replacement charges to the COLLEGE with respect thereto. If lost materials are returned, CCRLS MEMBER LIBRARY will reimburse the COLLEGE for any lost materials replacement charges paid to the CCRLS MEMBER LIBRARY.
21. Provide regular courier service between the participating libraries.
22. May coordinate group purchasing of COLLEGE related equipment, software or non-essential supplies, as needed, to assist CCRLS MEMBER LIBRARY and other participants. Charges for purchased supplies, equipment, services, maintenance contracts, delivery charges, postage, etc. will be billed to CCRLS MEMBER LIBRARY at direct cost and payable to COLLEGE.
23. Coordinate group purchasing of printer and computer management software licenses from Envisionware (or subsequent vendor).
24. Coordinate group purchasing of such COLLEGE related services on behalf of member libraries including, but not limited to Debt Collect, ORBIS and Cascade Alliance Courier. COLLEGE will invoice CCRLS MEMBER LIBRARY annually or quarterly for the cost of Debt Collect on a usage basis.

c. Electronic Payments for Fines, Lost Book Charges, or Other Charges

1. Through COLLEGE, collect and process electronic payments for fines, lost book charges, or other charges owed to CCRLS MEMBER LIBRARY.
2. Process charges that are paid only through the shared library automation system operated by COLLEGE.
3. COLLEGE shall not be financially responsible to refund corrected charges to a library patron. Any dispute of charges is the responsibility of CCRLS MEMBER LIBRARY to resolve with the patron. Deductions from the merchant banking account will be deducted from the next regular payment to the associated CCRLS MEMBER LIBRARY.
4. Compile and calculate charges on a monthly basis. However, payment to CCRLS MEMBER LIBRARY will be made on a quarterly basis. In the event the amount due to CCRLS MEMBER LIBRARY is less than \$15, the payment may be held for the next quarterly payment.
5. Make payment to CCRLS MEMBER LIBRARY in the amount paid on their behalf, minus merchant services for the period. Associated fees will be distributed on a pro-rata basis to each library based on the percentage of total funds collected that month and total fees that month.
6. COLLEGE shall be credited payments for unidentified charges, or for items, which COLLEGE has previously reimbursed CCRLS MEMBER LIBRARY.
7. COLLEGE shall acknowledge responsibility only for the amount of any correction without penalty.
8. COLLEGE shall, at all times during the term of this agreement, comply with Oregon Revised Statutes Chapter 295 and shall deposit any fines, fees, charges, or other payments collected pursuant to this agreement in an institution included in the Oregon State Treasurer's list of Qualified Depositories for Public Funds.
9. COLLEGE shall, at all times during the term of this agreement, comply with all Payment Card Industry Data Security Standards and shall annually provide to CCRLS MEMBER LIBRARY a copy of its current PCI compliance certificate, and that of any acquirer, third party provider, or processor that is used in providing services pursuant to this agreement.

**2) Consideration**

- a) COLLEGE will compensate CCRLS MEMBER LIBRARY in the amount shown in Exhibit 1 – Compensation Schedule for providing nonresident library service for the residents of the COLLEGE District. Payments shall be made in four equal installments at the end of each quarter as provided herein.
- b) COLLEGE will compensate CCRLS MEMBER LIBRARY for each net loan provided, i.e., the difference between the number of CCRLS MEMBER LIBRARY items loaned to and checked out in another CCRLS library and the number of items owned by other CCRLS libraries borrowed and checked out by the CCRLS MEMBER LIBRARY. Tabulation of net loans shall be provided by the CCRLS automated integrated library system. Each net loan shall be paid in the amount shown in Exhibit 1. Payments shall be made quarterly as provided herein.
- c) City of Newberg Only: In consideration for participation in the COLLEGE system and in lieu of taxes, since the CCRLS MEMBER LIBRARY is outside the area taxed to provide this service, the CCRLS MEMBER LIBRARY shall pay to the COLLEGE the sum shown in Exhibit 1 on or before December 15 of each year.
- d) The COLLEGE will invoice CCRLS MEMBER LIBRARY for services and licensing provided through group purchases quarterly or annually as more specifically described in Section 1) b) 1) b. (Including but not limited to §22, 23, 24) and fees described in 1) b) 1).c.
- e) Payments made or invoices issued under this agreement, either for full or partial payment, shall reference the COLLEGE contract number written herein.

**FY 2021-2022 COMPENSATION SCHEDULE**  
**(July 1, 2021 – June 30, 2022)**

**Non-Resident Library Service Fee to CCRLS PARTICIPATING ENTITY**  
**Library by College**

Library	Amount	Quarterly Payment
<b>AMITY</b>	<b>\$7,180</b>	\$1,795.00
<b>CHEMEKETA</b> (Chemeketa Community College)	<b>\$11,260</b>	\$2,815.00
<b>DALLAS</b>	<b>\$109,698</b>	\$27,424.50
<b>DAYTON</b>	<b>\$10,624</b>	\$2,656.00
<b>GRAND RONDE</b>	<b>TBD – July 1, 2022</b>	
<b>INDEPENDENCE</b>	<b>\$116,161</b>	\$29,040.25
<b>JEFFERSON</b>	<b>\$20,673</b>	\$5,168.25
<b>LYONS</b>	<b>\$10,981</b>	\$2,745.25
<b>MCMINNVILLE</b>	<b>\$189,462</b>	\$47,365.50
<b>MONMOUTH</b>	<b>\$85,616</b>	\$21,404.00
<b>MT ANGEL</b>	<b>\$36,393</b>	\$9,098.25
<b>NEWBERG</b>	<b>\$98,981</b>	\$24,745.25
<b>SALEM</b>	<b>\$587,455</b>	\$146,863.75
<b>SHERIDAN</b>	<b>\$13,140</b>	\$3,285.00
<b>SILVER FALLS</b> (Silver Falls Library District)	<b>\$81,685</b>	\$20,421.25
<b>STAYTON</b>	<b>\$96,479</b>	\$24,119.75
<b>WILLAMINA</b>	<b>\$22,435</b>	\$5,608.75
<b>WOODBURN</b>	<b>\$91,190</b>	\$22,797.50

**Net Loan Payment to CCRLS PARTICIPATING ENTITY by College:** The net loan payment rate for fiscal year 2021-2022 shall be \$1.50 per item.

**Participation Payment to College (City of Newberg Only):** The participation payment to College by the City of Newberg for fiscal year 2021-2022 shall be \$170,000.

2021-2022 CCRLS Council Members

**Patricia Wallace – Chair**

Marion County Lay Member  
PO Box 723  
Mt. Angel, OR 97362  
503.845.2248 (w) butte75@hotmail.com  
◆ Term expires: 6/30/23

**Gretchen Freeman – Vice Chair**

Yamhill County Lay Member  
1679 NW Medinah Dr.  
McMinnville, OR 97128  
801.503.7201 (cell) mgsfreeman@comcast.net  
◆ Term expires: 6/30/23

**Kathleen Schulte**

Polk County Lay Member  
15740 Tarter RD  
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◆ Term expires: 6/30/24

**Tracy Dillon**

Rural Lay Member  
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◆ Term expires: 6/30/22

**Keith Campbell**

City Manager Representative  
362 N. Third Ave., Stayton, OR 97383  
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kcampbell@ci.stayton.or.us

**Natalie Beach**

Chemeketa Community College Representative  
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**Jackie Mills**

PYM Chair Representative  
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503.845.6401 JMills@ci.mt-angel.or.us  
◆ Term expires: 6/30/22

**Sarah Frost**

Small Library Representative  
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382 C Street, Willamina, OR 97396  
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◆ Term expires: 6/30/22

**Will Worthey**

Medium Library Representative  
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503.537.1256 (w) will.worthey@newbergoregon.gov  
◆ Term expires: 6/30/22

**Sarah Strahl**

Large Library Representative  
Salem Public Library  
1400 Broadway St. NE  
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**Ex Officio Members**

**Scott Dadson**

Executive Director  
Mid-Willamette Council of Governments  
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**John Hunter**

Chemeketa Cooperative Regional Library Service  
CCRLS Executive Director  
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**Jennifer Badzinski – Recorder**

Chemeketa Cooperative Regional Library Service  
503.399.5165 (w) jennifer.badzinski@ccrls.org



**To:** Honorable Mayor and City Councilors  
**From:** Rochelle Roaden, City Manager  
**Issue:** Approval of Phase 1 Design/Permitting Budget for the Dayton Utility Bridge with Infrastructure Upgrades Project  
**Date:** June 7, 2021

### **Background and Information**

At the April 5<sup>th</sup> regular session, the City Council approved awarding the engineering services for the Phase I design of Dayton’s Utility Bridge to DOWL, Inc., with a budget of \$550,000. This dollar amount was an estimate we received back in 2018. After awarding the engineering services, the scope of work is finalized, and the budget is increased to \$613,000. I have added a 5% contingency to the total to bring this to \$643,650.

The scope of services and fees are attached for your review.

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

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

**Potential Motion to Approve:** “I move to approve the Phase I design of Dayton’s Utility Bridge with Infrastructure Upgrades Project to DOWL, Inc., with a not to exceed amount of \$643,650.”

### **Council Options:**

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





May 21, 2021

Rochelle Roaden  
City Manager  
City of Dayton  
416 Ferry Street  
Dayton, Oregon 97114

Re: Dayton Utility Bridge Main Span Replacement  
DOWL Project No. 2860.80185.00

Dear Rochelle:

As requested, DOWL, LLC (DOWL) proposes the following statement of work for the main span replacement of the Ferry Street Bridge in the City of Dayton.

### **Background**

The Dayton Utility Bridge has been closed since 2018 due to damage and decay in the timber towers. The utility and pedestrian bridge is important to the community which is eager for it to reopen.

This project will replace the two existing towers and the main span over the river with two new bents and a prefabricated steel truss.

### **Scope of Work**

This scope of work describes the professional services DOWL will provide to the City of Dayton.

The area of potential project impact and survey limits for the project are shown below:



*Figure 1: Area of potential project impact and survey limits*

The existing bridge and all work are expected to be within existing right-of-way (ROW). No additional ROW is anticipated, and tasks associated with identifying and acquiring ROW have been excluded from this scope.

### **Task 1 – Project Management**

Provide management and coordination for all tasks included in this Scope. Manage services performed by DOWL's staff and sub-consultants and coordinate with the City as needed on work tasks performed by others.

#### **1.1 – Project Management and Coordination**

Consultant will provide the following services:

- Coordinate the work of the consultant team and coordinate with the City project manager.
- Prepare milestone design schedule including up to two (2) updates.
- Schedule, coordinate, and supervise the design tasks.
- Maintain communications and coordination with the City.
- Invoice and prepare progress reports for up to 20 months.
- Monitor project scope, schedule and budget.

#### **1.2 – Project Meetings and Site Visits**

- Conduct virtual Kickoff Meeting including up to four (4) design team members
- Conduct one site visit with up to four (4) DOWL employees
- Conduct up to three virtual submittal review meetings including up to four (4) design team members

#### **1.3 – Senior Reviews**

- Senior staff will perform senior quality reviews of the 30% and 95% deliverables

#### **1.4 – City Council Meetings**

- Consultant will attend and present at up to four (4) City Council Meetings
- Up to four (4) exhibits will be prepared; one per meeting

#### **Task 1 Deliverables**

- Milestone project schedule
- Meeting agendas and minutes for up to four (4) total meetings
- Attend four (4) City Council Meetings
- Monthly invoice and progress reports for up to 20 invoices
- Quality Assurance documentation including quality plan and discipline checklists will be maintained and submitted upon request

### **Task 2 - Survey**

The survey limits for the site are as shown in the API shown above in Figure 1.

- There is a 2015 topographic survey performed by Barker Surveying that will be incorporated into this survey.
- There is a 2007 retracement survey performed by OBEC Consulting Engineers that will be incorporated into this survey.

- ROW descriptions, Exhibit Maps, and Staking are assumed not needed

### **2.1 – Horizontal and Vertical Control**

The 2015 survey is on an assumed coordinate system, City provided coordinate values from said survey. The Consultant shall then observe the control points using the coordinate system stated below to be able to translate and rotate the existing data onto real world coordinates.

- Establishing additional horizontal and vertical control monuments to support construction.
- Run digital level loops.
- Consultant shall use NAD83 (2011) Epoch 2010.00 for the horizontal datum
- Consultant shall use NAVD88 for the vertical datum
- Consultant shall use the Oregon Coordinate Reference System (OCRS) – Salem Zone

### **2.2 – Location Survey, Base Map, and Digital Terrain Model (DTM)**

- Verify existing topographic survey.
- Tie delineated wetlands, ordinary high-water mark (OHWM), and geotechnical bore holes.
- Consultant shall identify and locate utilities within the Project limits
- Consultant shall collect utility-provided three-dimensional location of any underground utilities that may conflict with the Project work.
- Terrestrially scan the main span of the structure, creating a point cloud.
- Update the existing DTM model and AutoCAD drawing file.
- Obtain up to seven hydraulic cross-sections.

### **2.3 – Recovery and Retracement**

The purpose of this Task is to identify the location of the existing centerline and ROW lines within the limits of the API, to perpetuate the location of the monuments found. This was accomplished by OBEC for the City per Yamhill County Survey No. CS-12333. This survey will take said survey and shift it to the current project's coordinate system.

These tasks must address the requirements of ORS 209.150 and 209.155 and other survey related statutes.

It is assumed that no survey will be filed as part of this task. Said survey by OBEC is the most recent survey in the area.

### **Task 2 Deliverables**

- Field Notes
- Location Base Map
- Digital Terrain Model
- Confidence point report
- Listing Kits
- County Assessor Tax Maps
- County Road establishment records
- County Surveys
- Maps and Data related to Government Public Corners – Survey Corners and any references
- Copy of the Recorded Control, recovery and Retracement survey

### **Task 3 – Right of Way (RESERVED)**

### **Task 4 – Environmental Permitting**

The following subtasks detail the anticipated environmental investigations, documentation, and permits for the project. Unless otherwise noted, the City shall pay all permit and review fees associated with the following tasks.

#### **4.1 – Review Existing Information & Agency Coordination**

Consultant shall obtain and review existing information and conduct early coordination with resource agency staff to identify all applicable permits and environmental clearances that may be needed for this project. Anticipated agency coordination includes, but is not limited to, US Army Corps of Engineers (USACE), Oregon Department of State Lands (DSL), the Oregon Department of Fish and Wildlife (ODFW), and the Oregon State Marine Board (OSMB). Coordination will include email correspondence and phone calls to discuss project specifics as they relate to current agency requirements for permitting. In addition, coordination with OSMB to verify that the project will meet their channel clearance guidelines, requirements for in-water construction activities, and to coordinate stormwater footprint in light of the future OSMB parking lot improvements will also be necessary. Consultant shall coordinate with the U.S. Coast Guard (USCG) to verify applicability of the previously issued Advanced Approval and confirm that the project complies with all relevant conditions.

Consultant shall summarize the results of the coordination and discuss the permitting requirements for each of the evaluated bridge alternatives in the Bridge Alternatives Memo under Task 8.

#### **4.2 – Wetland/Waters Determination Field Work and Memorandum (RESERVED)**

PBS will be performing under a separate contract with the City.

PBS will provide wetland determination to DOWL within 60 days of NTP.

#### **4.3 – ODFW Fish Passage Plan**

Consultant shall evaluate fish passage through the site according to ODFW criteria and prepare one (1) ODFW Fish Passage Plan. Consultant shall:

- Conduct early coordination with ODFW staff, including one (1) onsite meeting, to identify ODFW fish passage concerns and requirements for the project.
- Address ODFW concerns and discuss ODFW requirements with the project team to verify the design meets fish passage requirements.
- Coordinate with the project team and prepare all required cross sections and figures for a complete submittal.
- Obtain ODFW concurrence on the average active channel width (ACW) of the Yamhill River within the project area.

Assumptions:

- The new bridge crossing will be 220-feet designed to meet ODFW fish passage requirements and mitigation will not be required.

#### **4.4 – SLOPES Compliance Documentation**

Consultant shall use the US Army Corps of Engineers (USACE) SLOPES Programmatic Biological Opinion (BO) to evaluate the effects of the project on National Marine Fisheries Service (NMFS) listed fish species, designated critical habitat, and essential fish habitat (EFH).

Consultant shall:

- Coordinate with City, USACE, NOAA Fisheries, and the ODFW as necessary.
- Evaluate the project design, construction methods, and conservation measures for compliance with SLOPES BO requirements.
- Document project compliance with the current SLOPES BO within a SLOPES Compliance Report, to be submitted to the USACE as a component of the Joint Permit Application (JPA) under Task 4.5.

Assumptions:

- The project will be designed to meet all programmatic biological opinion conditions thus requiring no compensatory mitigation.
- Documentation for terrestrial ESA species will not be required and will be addressed internally by the USACE.

#### **4.5 – Joint Permit Application and 401 Certification**

Consultant shall prepare a Joint Permit Application (JPA) for a USACE Section 404 Nationwide Permit (NWP) and a DSL General Permit (GP), to authorize work within jurisdictional waters, including wetlands. Consultant shall provide pre-submittal coordination with representatives of the USACE and DSL to identify any potential concerns and confirm permitting requirements. Consultant shall work closely with the project team to clearly understand project impacts and proposed construction methods, and will prepare all necessary drawings, maps, and photographs, etc., for a complete submittal. Consultant shall prepare documents for City signature and submit required application materials directly to USACE and DSL. Upon submittal, Consultant shall address comments and questions from the agencies in a timely manner to streamline the permitting process.

Following submittal of the JPA, Consultant shall prepare all necessary documents for a Department of Environmental Quality (DEQ) 401 Certification. Consultant shall coordinate with DEQ staff to facilitate their issuance of the 401 Certification.

Assumptions:

- The potential wetland and water impacts will be minimal and will be authorized by a NWP and GP.
- If wetland impacts are unavoidable, mitigation will be satisfied with purchase of wetland mitigation credits; no onsite compensatory wetland mitigation is expected.
- The City will be responsible for payment of all permitting fees and obtaining all necessary signatures from the Planning Department.

- All post-submittal coordination will occur via email and/or telephone; no onsite meeting with agency staff will be required.
- Due to the varied nature of post-submittal coordination, it is expected that the Consultant shall not expend more than 16 hours for office review and coordination time for post-submittal coordination with DSL, USACE, and DEQ.

#### **4.6 – Stream Functional Assessment**

Consultant shall complete a Stream Functional Assessment for the Yamhill River. The assessment shall be function-based per the current DSL requirements outlined in OAR 141-085-0765(3), and shall evaluate the current hydrologic, geomorphic, biological, and chemical and nutrient functions and values provided by the river. The best professional judgment assessment will be subjective and qualitative, and will include a discussion of the anticipated changes in stream function and value post-construction to determine if a net gain, net loss, or no net change in the assessed functions and values will occur as a result of the project. Consultant shall prepare a standalone Stream Functional Assessment Report for inclusion in the JPA under Task 4.5 per agency requirements.

#### **4.7 – Floodplain Development Permit**

Consultant shall prepare and submit a Draft and Final Floodplain Development Permit application to the City's planner. Consultant shall provide the "No rise" certification and associated exhibits developed under other tasks. Consultant shall coordinate with City planning officials and attend up to one Pre-Application meeting, as required.

#### **4.8 – Hazardous Materials Assessment (RESERVED)**

#### **4.9 – Archaeological Clearance Report (RESERVED)**

PBS and their subconsultants will be performing cultural resources work under a separate contract with the City.

PBS will provide archaeological clearance and any identified site linework to DOWL within 60 days of NTP. SHPO permit will be obtained no later than 95% submittal.

#### **4.10 – Historic Resources Documentation (RESERVED)**

PBS and their subconsultants will be performing cultural resources work under a separate contract with the City.

PBS will provide historic baseline report no later than 30% submittal. SHPO permit will be obtained no later than 95% submittal.

#### **4.11 – Wetland Delineation Report (RESERVED)**

PBS will be performing under a separate contract with the City.

PBS will provide wetland delineation linework to DOWL within 60 days of NTP.

#### **4.12 – Wetland Functional Assessment (RESERVED)**

PBS will be performing under a separate contract with the City.

PBS will provide wetland functional assessment to DOWL within 90 days of NTP.

##### ***Task 4 Deliverables***

- Permit discussion in the Bridge Alternatives Memo
- Draft/Final Wetland Determination Memorandum
- Draft/Final ODFW Fish Passage Plan
- Draft/Final SLOPES Compliance Report
- Draft/Final JPA (final following the receipt of all signatures and submittal to the agencies)
- DEQ 401 Certification Submittal
- Draft/Final Floodplain Development Permit Application

##### ***Task 5 – Utility Coordination***

The following subtasks detail the anticipated utility coordination for the project.

##### **5.1 – Review Utility Data and On-going Coordination**

- Consultant shall initiate contacts with utilities and coordinate relocations needed for construction of the Project.
- Consultant shall identify conflict locations at 30% design.

##### **5.2 – Utility Coordination Meetings**

- Consultant shall schedule, attend and document on-site meetings with potentially affected utilities.
- Consultant attendance at a maximum of two (2) site meetings is anticipated.

##### **5.3 – Notification Letters and Timing Requirement Letters**

- Consultant shall provide a Project Notification for those utilities where no conflict is anticipated.
- Consultant shall provide a Conflict Notice for those utilities where a conflict or potential conflict is anticipated.
- Consultant shall examine all received utility relocation plans for completeness and accuracy. If relocation plans do not resolve utility conflict, Consultant shall provide comments to affected utility for correction and re-submittal.
- Consultant shall deliver a Relocation Time Requirement Letter to each utility owner accepting or modifying the required utility facility.

##### ***Task 5 Deliverables***

- Utility Conflict Notification Letters or Project Notification Letters, as appropriate
- Timing Requirements Letters for all affected utilities
- Utility relocation confirmation/certification once coordination is complete

### **Task 6 – Geotechnical Design**

This task includes a geotechnical investigation for the proposed replacement span.

#### **6.1 – Review of Existing Information and Site Reconnaissance & Work Plan**

- Perform reconnaissance and geotechnical field explorations to investigate subsurface conditions at proposed foundation locations.
- Use the subsurface data to develop recommendations for the bridge foundations.
- Prepare a subsurface exploration and safety plan for approval by the City prior to beginning the field work.
- Two total mud-rotary borings are planned for the bridge near the new bents. The borings will provide subsurface data for bridge foundation design. Each boring will likely include  $\pm 100$  feet of soil drilling (clay and gravel). No bedrock is anticipated.

#### **6.2 – Laboratory Testing**

- Complete laboratory testing on retained soil samples.
- Finalize the number and types of tests based on the types of soils and sample recovery.
- Standard testing on soil includes natural water contents, Atterberg Limits, and sieve analysis or percent fines (as appropriate) to classify the soils and estimate their basic index properties.
- Complete benchtop resistivity, soluble sulfates, and pH testing on selected soil samples to determine corrosive properties of in-place soils.

#### **6.3 – Geotechnical Data Analysis**

- Perform analyses using field and laboratory test data to develop geotechnical recommendations for design and construction of bridge foundations.
- Prepare a Preliminary Foundation Memorandum summarizing the subsurface conditions and bridge foundation options.
- After the preferred foundation type is selected, complete the geotechnical designs in accordance with the current ODOT Geotechnical Design Manual and current Federal Highway Administration (FHWA) and AASHTO design guidelines.
- Provide Seismic design parameters.
- Bridge foundation analyses will focus on deep foundations (e.g., driven piles and/or drilled shafts) using loads provided by the project structural engineer including the following:
  - Nominal and factored axial resistances
  - Nominal uplift resistance
  - Pile section type and size
  - Drilled shaft diameter
  - Minimum/estimated tip elevations
  - Lateral resistance and deflection estimated using LPILE or GROUP software, as required for a multi-span bridge

#### **6.4 – Foundation Report**

- Once the bridge foundation type is selected, prepare a draft Foundation Report in general conformance with the current version of the ODOT Geotechnical Design Manual.

- Report will incorporate information provided in the Preliminary Foundation Memorandum, and foundation analyses and design recommendations for the replacement structure.
- Report will include recommendations for subgrade preparation.
- Finalize the Foundation Report following City and project team review.
- Consultant shall provide boring logs to DOWL in .dxf format for inclusion into the Foundation Data Sheet. Consultant shall review the draft Foundation Data Sheet prepared by DOWL, and stamp and sign the final Foundation Data Sheet.

#### **6.5 – Review of Geotechnical Plans and Specifications**

- Consultant will review the geotechnical-related plans and special provisions at the Advance and Final PS&E review stages for consistency with geotechnical recommendations provided in the final Geotechnical Design Report.

#### **Task 6 Deliverables**

- Exploration Work Plan, including the safety plan, to City
- Preliminary Foundation Memorandum
- Draft Foundation Report and draft Foundation Data Sheets with Task 8
- Final Foundation Report
- Advance and Final Foundation Data Sheets with Tasks 9 and 10, respectively.

#### **Task 7 – Traffic Engineering (RESERVED)**

- It is assumed the bridge truss(es) will be delivered to the south side of the bridge site. Contractor will coordinate with ODOT for traffic control during truss delivery.

#### **Task 8 – Preliminary (30%) Design**

The design will consist of hydraulic analysis, stormwater design, path design, illumination, site restoration design, pipeline design and bridge design.

#### **8.1 – Hydraulic Analysis**

- Obtain current effective floodplain model from FEMA for the Yamhill River
- Perform hydraulic analysis of the site including:
  - Develop the 2-year, 10-year, 50-year, 100-year and 500-year flows in the vicinity of the bridge. DOWL will develop one site-specific hydraulic model for the project. The site-specific hydraulic model must contain four conveyance alternatives: (1) a duplicate effective model, (2) a corrected effective/existing structure model, (3) a proposed model with the new bridge span and (4) a proposed mitigation model.
  - Analyze scour conditions at the site and develop/design appropriate scour protection measures.
  - Summarize findings in the draft Hydraulics Report, including impacts of recommended bridge opening and design recommendations for floodplain fill mitigation.
  - Prepare "No Rise" Certification and associated exhibits.
- Prepare and submit up to two (2) scour protection measure detail plan sheets
- Prepare and submit up to two (2) floodplain mitigation measure detail sheets
- Scour protection is anticipated to be within the existing ROW

### **8.2 – Stormwater Design**

- Perform stormwater analysis for site including:
  - Analysis of existing runoff conditions at the site
  - Analysis of proposed runoff conditions at the site
  - Investigation of potential locations to place stormwater facilities that coordinate with this project and the Oregon State Marine Board (OSMB) proposed parking lot improvements to the Dayton Landing Park.
  - Installation of storm line across the Dayton Landing parking lot to coordinate with future pump station design in accordance with DEQ requirements for the pump station.
  - Design stormwater facilities to accommodate this project and to the extent practicable the future OSMB parking lot project.
  - Design stormwater facilities in accordance with SLOPES criteria
  - Develop stormwater management plan (SWMP)
  - Develop draft stormwater Operations and Maintenance Manual
- Stormwater quality treatment and quantity management is assumed to be provided in swales or filter strips within the existing ROW
- Prepare and submit up to two (2) stormwater detail plan sheets

### **8.3 – Path Design & Restoration Design**

- Perform preliminary path design
  - It is assumed to match the existing horizontal centerline and vertical profile
- The path cross section is assumed to be 12-foot wide
- Illumination for the pedestrian path, including approach spans will be designed to provide an average 0.5 foot-candles of horizontal illuminance consistent with national guidance for pedestrian walkways with a medium level of pedestrian activity (see IESNA, RP-8-18). No vertical illumination requirement is anticipated.
- A new electrical service for the path lighting will be required on the southwest bridge landing to serve the approach span and path lighting.
- No ADA improvements are anticipated.
- No temporary pedestrian access route design is anticipated
- Conduct site visit.
- Prepare and submit all up to 10 plan drawings including:
  - Title sheet
  - Typical section
  - Plan and profile (1 sheet)
  - Erosion control
  - Site restoration (2 sheets)
  - Illumination Plans (2 sheets)
  - Illumination Details (2 sheets)

### **8.4 – Bridge Design**

- Bridge type will be a single-span, 220-foot long prefabricated steel truss
- Evaluate driven pile and drilled shaft foundations
- The main span is assumed to have a 12-foot wide deck and be 220-feet long
- Prepare preliminary Bridge Type, Size and Location Memo
- Perform preliminary seismic analysis of the main truss span

- Bridge design will be in accordance with the 9<sup>th</sup> Edition of AASHTO LRFD Bridge Design Specifications.
- Prepare and submit up to two (2) plan sheets for the preferred alternative
- No retaining walls are anticipated
- No sign structures will be designed

## **8.5 – Pipeline Designs**

- **Sewer Force Main Design**
  - Design 12-inch and 14-inch, restrained joint, epoxy-lined, ductile iron sewer force main across main span of Dayton Utility Bridge.
  - Design force main extensions from the existing valved connection by the west bridge abutment to the bridge and from the east abutment to a connection point with the existing force main on the north side of Kreder Road near the south edge of the Lagoon 1-3 site.
  - Design temporary force main bypass connections and valve provisions to provide a temporary pipeline to the treatment facility during bridge replacement.
    - Temporary force main bypass may include several phases including initial bypass from main pump station to the treatment facility to enable connections and valve installations on the east side of the bridge for the connection of temporary piping and the final connection of the new 14-inch force main.
    - Temporary force main bypass pipeline is envisioned to include a minimum 8-inch (I.D.) HDPE or restrained joint PVC fused pipeline placed on the bottom of the river and held in place with temporary concrete or other anchors.
- **Water Transmission Main Design**
  - Design 12-inch, restrained joint, ductile iron water transmission main across main span of Dayton Utility Bridge.
  - Design 12-inch water transmission main from connection points at 1<sup>st</sup> St. and Ferry to the west bridge abutment and from the east abutment to the existing 12-inch valve at the existing PRV station near Lagoon 4.
  - Design temporary water transmission main bypass and valve provision to supply water from the east “watershed” supply during bridge replacement.
  - It is assumed the well field on the south side of the river can provide adequate supply during 8-hour shut-downs to allow supply from the east side of the river to stop and allow the pipeline bypass and permanent connections to be completed with the existing transmission main isolated and inactive.
- Temporary bypass pipelines will include provisions to temporarily anchor the pipeline to the bottom of the river with suitable concrete “marsh anchors” to minimize pipeline movement.
- Pipeline design to include provisions for air release and expansion and contraction.
- Design pipeline supports, bracing, and joints required for the bridge crossing.
- Permitting coordination will be required with the US Army Corps of Engineers, the US Coast Guard, the Oregon Department of Environmental Quality (others?) for the temporary pipelines across the bottom of the river. Coordination is included for two iterations and plan review cycles with these agencies.

- Prepare and submit up to thirteen (13) plan drawings including:
  - Pipeline bypass plan/profile and connection/sequencing details (3)
  - Water main and force main plan and profiles (6 sheets)
  - Details (4 sheets)

#### **8.6 – Preliminary Design Memorandum**

- Prepare preliminary design memorandum summarizing the work completed in Tasks 2 through 8
- Prepare and submit construction schedule and cost estimate following Association for the Advancement of Cost Estimating (AACE) procedures

#### **Task 8 Deliverables**

- Draft Hydraulics Report
- “No Rise” Certification
- Draft SWMP Report
- Draft Operation and Maintenance Manual
- Bridge Type, Size and Location Memo
- Preliminary Design Memorandum
- Watermain and force main draft bypass plan
- Electronic copy (PDF) of the 30% plans as outlined in Tasks 8.1 to 8.6
- Electronic copy (PDF) of Construction Schedule

#### **Task 9 – 95% Design**

DOWL shall incorporate City comments from the 30% design review meeting and conduct final design.

#### **9.1 – Hydraulic Analysis**

- Finalize hydraulic analysis
- Prepare Final Hydraulics Report
- Prepare and submit up to two (2) scour protection measure detail plan sheets
- Prepare and submit up to two (2) floodplain mitigation measure detail plan sheets

#### **9.2 – Stormwater Design**

- Finalize stormwater management plan (SWMP)
- Finalize stormwater Operation and Maintenance Manual
- Prepare and submit up to two (2) stormwater detail plan sheets

#### **9.3 – Path Design & Restoration Design**

- Perform final path design
- Prepare and submit up to two (2) site restoration plan sheets
- Prepare and submit up to 11 plan sheets including:
  - Title sheet
  - Index of sheets
  - Typical section
  - Plan and profile (1 sheet)
  - Erosion control
  - Erosion control details

- Temporary water management plan
- Illumination Plans (2 sheets)
- Illumination Details (2 sheets)

#### **9.4 – Bridge Design**

- Perform final bridge design
- Prepare and submit up to the following 12 plan sheets assuming a prefabricated steel truss superstructure and cast-in-place deck:
  - Plan and Elevation
  - General Notes
  - Foundation Data Sheet
  - Foundation Plan
  - Deck Plan
  - Typical Section
  - Bent 1 Plan & Elevation
  - Bent 1 Details
  - Bent 2 Plan & Elevation
  - Bent 2 Details
  - Miscellaneous Details -1
  - Miscellaneous Details – 2

#### **9.5 – Pipeline Design**

- Provide final waterline and force main design and update 11 drawings prepared at 30%

#### **9.6 – Assemble 95% Plans, Specifications & Estimate**

- Compile the 95% plans, specifications and cost estimate for all applicable technical disciplines for the project
- Prepare technical specifications using 2021 APWA standard specifications and boilerplates
- PBS to provide support for hazardous materials technical specifications
- Update City-provided General Conditions for the specifications
- Prepare construction schedule and cost estimate following AACE procedures

#### **Task 9 Deliverables**

- Final Hydraulics Report
- Final Stormwater Management Report
- Final Operation and Maintenance Manual
- Electronic copy (PDF) of the 95% plans as outlined in Tasks 9.1 to 9.6
- Electronic copy (PDF) of the Construction Cost Estimate
- Electronic copy (.docx) of the Specifications with track changes
- Electronic copy (PDF) of the Specifications with no track changes
- Electronic copy (PDF) of Construction Schedule

#### **Task 10 – Final PS&E**

Consultant shall address City comments from 95% review meeting and update the plans, specifications, construction schedule and estimate.

City shall compile bid package and post to City website for contractor bidding.

**Task 10 Deliverables**

- Electronic copy (PDF) of the Signed Plans
- Electronic copy (PDF) of the Construction Cost Estimate
- Electronic copy (.docx) of the Specifications with track changes
- Electronic copy (PDF) of the Specifications with no track changes
- Electronic copy (PDF) of Construction Schedule

**Task 11 – Bid Assistance**

**11.1 – Questions During Bidding**

- City will serve as point of contact for construction consultants (CC) and suppliers with questions regarding the bid documents and bid process.
- City will direct questions to Consultant as required to clarify bid documents.
- Consultant shall designate a point of contact to coordinate responses to questions from CC and suppliers as directed by the City.
- Consultant shall provide responses to questions to the City point of contact within two (2) days.

**11.2 – Addenda to the Bid Documents**

- Consultant shall prepare up to two (2) bid addendum over a three-week advertisement to provide interpretation of construction documents.
- Consultant shall prepare addenda in accordance with City procurement policies and procedures, administrative rules and statutes.
- Consultant shall prepare and deliver the addenda text in a Microsoft Word file.
- Consultant shall prepare and deliver electronic drawings.
- City will issue and distribute all addenda.

**Task 11 Deliverables**

- Written response (email) to CC questions provided to City within two (2) days
- Bid document addenda text
- Electronic Drawings (PDF)
- Special Provision revisions

**Task 12 – Construction Engineering (Reserved)**

**Task 13 – Project Close-Out (Reserved)**

**Schedule**

- It is assumed NTP will be provided by June 15, 2021. The Project Milestones are assumed to be the following:
  - Bid Date – Fall 2022
- Consultant will prepare a project schedule with milestone delivery dates and present to the City as outlined in Subtask 1.1.

Ms. Rochelle Roaden  
City of Dayton  
May 21, 2021  
Page 15 of 15

**Estimated Fee**

Estimated engineering hours for this work are detailed in the attached spreadsheet. Labor rates are based on DOWL's 2021 billing rates table. We propose to complete the base services outlined in our scope of work on a time-and-material basis for an estimated fee not to exceed (NTE) \$612,266.66. The approved fee will not be exceeded without prior written authorization from City of Dayton. Any changes to the scope of work, whether requested by the City or due to other circumstances, will be documented in writing and promptly communicated to the City.

We trust this proposal provides you with the information required for your Dayton Utility Bridge Main Span Replacement project and hope it meets with your approval. If you have any questions, please do not hesitate to contact me.

Sincerely,

Jared Trowbridge, PE  
Project Manager

**EXHIBIT A**  
 Summary of Estimate for Services  
 DOWL, LLC  
 Preliminary Engineering Design  
**DAYTON UTILITY BRIDGE**  
 Project 2860.80185

<u>Direct Salary Cost</u>			
<u>Personnel</u>	<u>Hours</u>	<u>Rate of Pay</u>	<u>Estimated Cost</u>
Senior Manager V	31	\$ 275.00	\$ 8,525.00
Senior Manager III	39	\$ 230.00	\$ 8,970.00
Engineer VIII	200	\$ 195.00	\$ 39,000.00
Engineer VII	258	\$ 190.00	\$ 49,020.00
Landscape Architect III	102	\$ 130.00	\$ 13,260.00
Engineer V	80	\$ 165.00	\$ 13,200.00
Engineer III	278	\$ 135.00	\$ 37,530.00
CAD Drafter IV	604	\$ 110.00	\$ 66,440.00
Engineer VIII	608	\$ 195.00	\$ 118,560.00
Engineer III	374	\$ 135.00	\$ 50,490.00
Project Controller	140	\$ 125.00	\$ 17,500.00
Engineer VI	52	\$ 180.00	\$ 9,360.00
Engineer II	112	\$ 110.00	\$ 12,320.00
Engineer III	88	\$ 135.00	\$ 11,880.00
Environmental Specialist V	110	\$ 150.00	\$ 16,500.00
Professional Land Surveyor IX	7	\$ 170.00	\$ 1,190.00
Senior Manager I	53	\$ 200.00	\$ 10,600.00
Survey Technician VII	153	\$ 110.00	\$ 16,830.00
Survey Technician VII	145	\$ 110.00	\$ 15,950.00
Senior Manager II	34	\$ 220.00	\$ 7,480.00
Survey Technician IV	11	\$ 85.00	\$ 935.00
Environmental Specialist II	310	\$ 105.00	\$ 32,550.00
GIS Specialist	114	\$ 90.00	\$ 10,260.00
	0	\$ -	\$ -
<b>Total DOWL Hours</b>	<b>3,903</b>		
			<b>DOWL Total Labor = \$ 568,350.00</b>

<u>Direct Nonsalary Costs</u>			
a. Mileage	\$ 2,014.88		
b. Travel and Per Diem	\$ -		
c. Reproduction Expenses	\$ -		
d. Equipment Rental	\$ -		
e. Communications	\$ -		
f. Surveying Supplies & Expenses	\$ 1,000.00		
g. Miscellaneous Office Expense	\$ -		
h. Plotter Copies	\$ -		
i. Other	\$ -		\$ 3,014.88
j. Outside Consultants			
<b>Non-Contingency Total</b>			
GeoEngineers	\$29,834.58		
Akana	\$11,067.20		
Sub 3	\$0.00		
Sub 4	\$0.00		
			<b>Total Estimate: \$ 612,266.66</b>
<b>NON-CONTINGENCY TOTAL NOT TO EXCEED =</b>			<b>\$ 612,266.66</b>

<u>Contingency Total</u>			
DOWL	\$0.00		
GeoEngineers	\$0.00		
Akana	\$0.00		
Sub 3	\$0.00		
Sub 4	\$0.00		
			<b>CONTINGENCY ESTIMATE = \$ -</b>

<u>Base + Contingency Total</u>			
DOWL	\$571,364.88	\$571,364.88	
GeoEngineers	\$29,834.58	\$29,834.58	
Akana	\$11,067.20	\$11,067.20	
Sub 3	\$0.00	\$0.00	
Sub 4	\$0.00	\$0.00	
<b>TOTAL w/ Contingencies NOT TO EXCEED =</b>			<b>\$ 612,266.66</b>
			<b>\$ 612,266.66</b>

TASK	Initials	2021 Billing Rates	Senior Manager V	Senior Manager III	Engineer VIII	Engineer VII	Landscape Architect III	Engineer V	Engineer III	CAD Drafter IV	Engineer VIII	Engineer III	Project Controller	Engineer VI	Engineer II	Engineer III	Environmental Specialist V	Professional Land Surveyor IX	Senior Manager I	Survey Technician VII	Survey Technician VIII	Survey Technician VII	Senior Manager II	Survey Technician IV	Environmental Specialist II	GIS Specialist I	SUBTASK TOTAL	TOTAL HOURS	COST / TASK				
																														GNH	RWC	JDT	MKM
			\$275.00	\$230.00	\$195.00	\$190.00	\$130.00	\$165.00	\$135.00	\$110.00	\$195.00	\$135.00	\$125.00	\$180.00	\$110.00	\$135.00	\$150.00	\$170.00	\$200.00	\$110.00	\$110.00	\$110.00	\$220.00	\$85.00	\$105.00	\$90.00							
<b>Task 1.0 Project Management</b>																																	
1.1 Project Management and Coordination																																	
1.2 Project Meetings and Site Visits																																	
1.3 Senior Reviews																																	
1.4 City Council Meetings																																	
<b>Design Task Subtotal</b>			24	24	170	172	0	0	0	32	32	0	64	0	0	0	12	0	0	0	0	0	24	0	0	0	0	534	\$98,890.00				
<b>Task 2 Survey</b>																																	
2.1 Horizontal & Vertical Control																																	
2.2 Location Survey, Base Map, and Digital Terrain Model (DTM)																																	
2.3 Recovery and Retracement																																	
<b>Design Task Subtotal</b>			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	379	\$47,705.00				
<b>Task 3.0 Right of Way (RESERVED)</b>																																	
<b>Right of Way (RESERVED)</b>			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00			
<b>Task 4.0 Environmental Permitting</b>																																	
4.1 Review Existing Information & Agency Coordination																																	
4.2 Wetland/Waters Determination Field Work and Memorandum (RESERVED)																																	
4.3 ODFW Fish Passage Plan																																	
4.4 SLOES Compliance Documentation																																	
4.5 Joint Permit Application and 401 Certification																																	
4.6 Stream Functional Assessment																																	
4.7 Floodplain Development Permit																																	
<b>Design Task Subtotal</b>			0	0	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	576	\$37,990.00				
<b>Task 5.0 Utility Coordination</b>																																	
5.1 Review Utility Data and On-going Coordination																																	
5.2 Utility Coordination Meetings																																	
5.3 Notification Letters and Utility Certification																																	
<b>Design Task Subtotal</b>			0	0	6	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	\$4,590.00				
<b>Task 6.0 Geotechnical Design</b>																																	
6.1 Review of Existing Information and Site Reconnaissance & Work Plan																																	
6.2 Laboratory Testing																																	
6.3 Geotechnical Data Analysis																																	
6.4 Foundation Report																																	
6.5 Review of Geotechnical Plans and Specifications																																	
<b>Design Task Subtotal</b>			0	0	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18	\$3,490.00				
<b>Task 7.0 Traffic Engineering (RESERVED)</b>																																	
<b>Design Task Subtotal</b>			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
<b>Task 8.0 Preliminary (30%) Design</b>																																	
8.1 Hydraulic Analysis																																	
8.2 Stormwater Design																																	
8.3 Path Design & Restoration Design																																	
8.4 Bridge Design																																	
8.5 Pipeline Designs																																	
8.6 Preliminary Design Memorandum																																	
<b>Design Task Subtotal</b>			3	3	4	16	2	4	2	188	216	154	13	8	8	16	4	0	0	0	0	0	0	0	0	0	0	960	\$141,275.00				
<b>Task 9.0 95% Design</b>																																	
9.1 Hydraulic Analysis																																	
9.2 Stormwater Design																																	
9.3 Path Design & Restoration Design																																	
9.4 Bridge Design																																	
9.5 Pipeline Designs																																	
9.6 Assemble 95% Plans, Specifications & Estimate																																	
<b>Design Task Subtotal</b>			4	4	4	20	40	21	78	296	264	196	26	24	80	64	0	0	0	0	0	0	0	0	0	0	0	1121	\$161,305.00				
<b>Task 10.0 Final PS&amp;E</b>																																	
10.0 Final PS&E																																	
<b>Design Task Subtotal</b>			0	8	4	8	16	2	12	52	76	24	7	16	16	16	0	0	0	0	0	0	0	0	0	0	0	257	\$39,625.00				
<b>Task 11.0 Bid Assistance</b>																																	
11.1 Questions During Bidding																																	
11.2 Addenda to the Bid Documents																																	
<b>Design Task Subtotal</b>			0	0	8	8	0	4	0	8																							



ESTIMATED COST  
PRELIMINARY ENGINEERING DESIGN

GeoEngineers

DOWL Job No. 2660.80185

TASK	Initials	Principal	Senior Engineer	Project Geologist	Project Engineer	Staff Engineer	CAD Technician	Administrator 3	Engineer VI	Engineer II	SUBTASK TOTAL	TOTAL HOURS	COST / TASK
<b>PRELIMINARY &amp; FINAL DESIGN</b>													
Task 1.0	Project Management												
	Design Task Subtotal	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Task 2	Survey												
	Design Task Subtotal	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Task 3.0	Right of Way (RESERVED)												
	Design Task Subtotal	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Task 4.0	Environmental Permitting												
	Design Task Subtotal	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Task 5.0	Utility Coordination												
	Design Task Subtotal	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Task 6.0	Geotechnical Design												
6.1	Review of Existing Information and Site Reconnaissance & Work Plan	4	6	24	4	4	1	2				41	\$5,888.00
6.2	Laboratory Testing			1	2							144	\$520.00
6.3	Geotechnical Data Analysis	4	8	4	6		1					23	\$3,736.00
6.4	Foundation Report	4	8	6	12		8	4				42	\$5,830.00
6.5	Review of Geotechnical Plans and Specifications	2	4		2							8	\$1,410.00
	Design Task Subtotal	14	26	35	21	6	10	6	2			260	\$17,384.00
Task 7.0	Traffic Engineering (RESERVED)												
	Design Task Subtotal	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Task 8.0	Preliminary (30%) Design												
	Design Task Subtotal	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Task 9.0	95% Design												
	Design Task Subtotal	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Task 10.0	Final PS&E												
	Design Task Subtotal	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Task 11.0	Bid Assistance												
	Design Task Subtotal	0	0	0	0	0	0	0	0	0	0	0	\$0.00
	<b>TOTAL DESIGN HOURS</b>	<b>14</b>	<b>26</b>	<b>35</b>	<b>21</b>	<b>6</b>	<b>10</b>	<b>6</b>	<b>2</b>			<b>376</b>	<b>\$17,384.00</b>
	2021 Billing Rates	\$220.00	\$171.00	\$135.00	\$143.00	\$121.00	\$90.00	\$84.00				\$0.00	\$0.00
	Total Labor Estimate	\$3,080.00	\$4,446.00	\$4,725.00	\$3,003.00	\$726.00	\$900.00	\$504.00				\$0.00	\$17,384.00

Expenses

Item	Units	Cost	Totals
Mileage		\$0.58	\$0.00
Half Day Per Diem		\$20.00	\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>TOTAL</b>			<b>\$0.00</b>

GeoEngineers EXPENSES =	\$12,450.58
GeoEngineers ESTIMATE =	\$29,834.58
<b>TOTAL NOT TO EXCEED =</b>	<b>\$29,834.58</b>



EXHIBIT A  
ESTIMATED COST  
PRELIMINARY ENGINEERING DESIGN

DOWL Job No. 2660.80185

Akana

TASK	Initials	Utility Coordinator	Project Coordinator	Classification	Classification	Classification	Classification	SUBTASK TOTAL	TOTAL HOURS	COST / TASK
<b>PRELIMINARY &amp; FINAL DESIGN</b>										
Task 1.0	Project Management	KEB	JT	AAA	AAA	AAA	AAA	0	0	\$0.00
	Design Task Subtotal	0	0	0	0	0	0	0	0	\$0.00
Task 2	Survey									
	Design Task Subtotal	0	0	0	0	0	0	0	0	\$0.00
Task 3.0	Right of Way (RESERVED)									
	Design Task Subtotal	0	0	0	0	0	0	0	0	\$0.00
Task 4.0	Environmental Permitting									
	Design Task Subtotal	0	0	0	0	0	0	0	0	\$0.00
Task 5.0	Utility Coordination									
5.1	Review Utility Data and On-going Coordination	40	2					42		\$6,180.00
5.2	Utility Coordination Meetings	12						12		\$1,800.00
5.3	Notification Letters and Utility Certification	20						20		\$3,000.00
	Design Task Subtotal	72	2	0	0	0	0	74	74	\$10,980.00
Task 6.0	Geotechnical Design									
	Design Task Subtotal	0	0	0	0	0	0	0	0	\$0.00
Task 7.0	Traffic Engineering (RESERVED)									
	Design Task Subtotal	0	0	0	0	0	0	0	0	\$0.00
Task 8.0	Preliminary (30%) Design									
	Design Task Subtotal	0	0	0	0	0	0	0	0	\$0.00
Task 9.0	95% Design									
	Design Task Subtotal	0	0	0	0	0	0	0	0	\$0.00
Task 10.0	Final PS&E									
	Design Task Subtotal	0	0	0	0	0	0	0	0	\$0.00
Task 11.0	Bid Assistance									
	Design Task Subtotal	0	0	0	0	0	0	0	0	\$0.00
	<b>TOTAL DESIGN HOURS</b>	<b>72</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>74</b>	<b>74</b>	<b>\$10,980.00</b>
	2021 Billing Rates	\$150.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00
	Total Labor Estimate	\$10,800.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,980.00
<b>Expenses</b>										
	Mileage (2 round trips to project site in Dayton) Half Day Per Diem	120	\$0.56							\$67.20
		1	\$20.00							\$20.00
										\$0.00
										\$0.00
										\$0.00
	<b>TOTAL</b>									<b>\$87.20</b>
<b>MISCELLANEOUS EXPENSES = \$87.20</b>										
<b>Akana ESTIMATE = \$11,067.20</b>										
<b>TOTAL NOT TO EXCEED = \$11,067.20</b>										



# Web Traffic Dashboard

May 1, 2021 - May 31, 2021

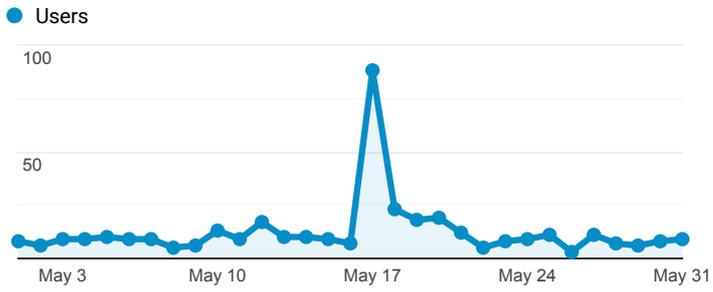
All Users  
100.00% Sessions

## Total Users

**217**  
% of Total: 100.00% (217)



## Users



## Top Pageviews

Page	Pageviews
/page/city_helpful_links	1

## by Browser

Browser	Users
Safari (in-app)	147
Android Runtime	69
Chrome	1

## by Device Category

Device Category	Users
mobile	205
tablet	11
desktop	1

## by Operating System

Operating System	Users
iOS	147
Android	69
Windows	1

Mobile Dashboard

May 1, 2021 - May 31, 2021

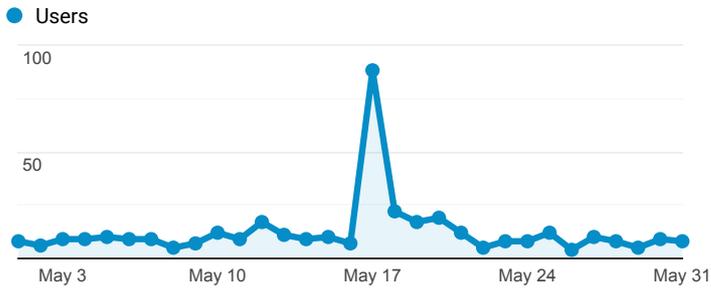
All Users  
100.00% Sessions

Total Users

**216**  
% of Total: 100.00% (216)



Users



by Device

Operating System	Users
iOS	147
Android	69

Total Screen Views

Screen Name	Screen Views
Home	407
Notifications	167
News	60
City Council	17
Agendas & Minutes	14
Our Staff	14
Who do I Contact?	12
Report a Code Violation	11
Contact Us	9
FAQ's	7

Report Criteria:  
 Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
04/21	04/12/2021	26749	1786	Bend Mailing Services	POSTAGE D	10	400.400.705.00	.00	1,000.00
04/21	04/12/2021	26750	1785	Western Systems	27684	1	750.750.903.00	.00	36,475.00
04/21	04/15/2021	26751	679	A1 Backflow Services	4062	1	300.300.705.00	.00	20.00
04/21	04/15/2021	26752	261	AUCA Western First Aid & Safety	PDX4-00073	10	400.400.601.00	.00	787.82
04/21	04/15/2021	26753	127	Baker & Taylor	2035848446	1	100.104.715.00	.00	147.64
04/21	04/15/2021	26754	215	Baker Rock Resources	Multiple	10	400.400.707.00	.00	129.12
04/21	04/15/2021	26755	1787	Benjamin & Shannel Lee	DEPOSIT RE	2	400.400.750.00	.00	8.41
04/21	04/15/2021	26756	1064	Botten's Equipment Rental	Multiple	1	100.100.707.30	.00	348.00
04/21	04/15/2021	26757	255	Cascade Columbia	802617	3	300.301.616.00	.00	4,541.16
04/21	04/15/2021	26758	105	City of Dayton	Multiple	1	300.301.707.00	.00	2,560.14
04/21	04/15/2021	26759	362	City of Newberg	MARCH 202	4	100.106.716.00	.00	62,208.58
04/21	04/15/2021	26760	423	Comcast Cable	8778105130	1	300.301.602.00	.00	104.85
04/21	04/15/2021	26761	111	DCBS Fiscal Services	MARCH 202	1	100.106.700.35	.00	7,642.30
04/21	04/15/2021	26762	789	Edge Analytical	Multiple	1	300.300.751.00	.00	212.80
04/21	04/15/2021	26763	694	GPEC Electrical Contractors	Multiple	1	300.300.614.40	.00	5,067.49
04/21	04/15/2021	26764	542	Grainger	9850006918	4	400.400.616.00	.00	352.05
04/21	04/15/2021	26765	321	Industrial Welding Supply, Inc	00171632	6	400.400.617.00	.00	104.00
04/21	04/15/2021	26766	134	Iron Mountain Records Mgmt	DMDN128	10	400.400.601.00	.00	77.25
04/21	04/15/2021	26767	1788	Joseph Paradise	DEPOSIT RE	2	400.400.750.00	.00	101.71
04/21	04/15/2021	26768	139	Lowe's	Multiple	1	100.104.906.00	.00	1,361.90
04/21	04/15/2021	26769	1572	McMinnville Commercial Cleaners	1641	10	400.400.707.00	.00	625.00
04/21	04/15/2021	26770	1507	McMinnville Immediate Health Car	852K1814	10	400.400.705.00	.00	70.00
04/21	04/15/2021	26771	1714	McMinnville Sunrise Rotary	298	12	500.500.706.00	.00	58.00
04/21	04/15/2021	26772	124	Mid-Willamette Valley COG	202103DAYT	1	100.105.705.20	.00	2,066.25
04/21	04/15/2021	26773	832	Newman Paving & Curbing	6503	1	200.200.614.40	.00	7,900.00
04/21	04/15/2021	26774	871	Office Depot, Inc	Multiple	1	100.104.601.00	.00	199.00
04/21	04/15/2021	26775	163	Oregon Dept of Revenue	MARCH 202	1	101.101.700.35	.00	180.00
04/21	04/15/2021	26776	256	Oregon Dept of Revenue	Multiple	1	100.000.214.00	.00	268.46
04/21	04/15/2021	26777	244	OreVac West Inc.	6198	1	400.400.614.60	.00	600.00
04/21	04/15/2021	26778	103	PGE	Multiple	1	300.301.600.00	.00	6,107.63
04/21	04/15/2021	26779	1388	Pitney Bowes	1017789056	10	400.400.601.10	.00	169.98
04/21	04/15/2021	26780	213	Pitney Bowes Purchase Power	STATEMENT	10	400.400.601.10	.00	17.55
04/21	04/15/2021	26781	621	Portland Engineering, Inc	10211	3	400.400.705.10	.00	90.00
04/21	04/15/2021	26782	240	Print NW	21507	1	500.500.752.60	.00	139.00
04/21	04/15/2021	26783	236	PumpTech Systems, Inc	Multiple	1	300.301.614.00	.00	1,051.00
04/21	04/15/2021	26784	106	Recology Western Oregon	Multiple	1	101.101.700.51	.00	2,657.28
04/21	04/15/2021	26785	171	Terminix Processing Center	406446467	10	100.104.707.00	.00	89.00
04/21	04/15/2021	26786	1763	Terrence D. Mahr	21-003	1	101.101.705.40	.00	250.00
04/21	04/15/2021	26787	1006	US Bank	Multiple	34	100.103.619.00	.00	6,701.75
04/21	04/15/2021	26788	1001	Utility Service Co., Inc	532840	1	600.600.930.60	.00	6,351.75
04/21	04/15/2021	26789	154	Westech Engineering, Inc	Multiple	1	770.770.910.20	.00	4,158.91
04/21	04/15/2021	26790	112	Wilco	Multiple	6	400.400.616.10	.00	1,519.26
04/21	04/15/2021	26791	114	Yamhill County Sheriff	APRIL 2021	1	101.101.705.10	.00	13,438.26
04/21	04/15/2021	26792	115	Yamhill County Sheriff	21-003	1	101.101.700.35	.00	53.00
04/21	04/15/2021	26793	614	Ziplyfiber	Multiple	1	300.300.602.00	.00	303.94
04/21	04/30/2021	26794	235	DEQ	VW CERT -	1	400.400.706.00	.00	160.00
04/21	04/30/2021	26795	193	DMV	2004 FRHT T	5	400.400.614.00	.00	161.50
04/21	04/30/2021	26796	190	AFLAC	462473	1	100.000.220.00	.00	313.81
04/21	04/30/2021	26797	329	Alexonet Inc	1745	13	400.400.614.50	.00	1,832.34
04/21	04/30/2021	26798	696	ASCAP	500713287 2	1	100.100.601.00	.00	368.51
04/21	04/30/2021	26799	151	Beery, Elsner & Hammond	Multiple	1	101.101.700.00	.00	2,044.04
04/21	04/30/2021	26800	1787	Benjamin & Shannel Lee	REFUND OV	1	001.000.175.00	.00	107.54
04/21	04/30/2021	26801	1064	Botten's Equipment Rental	Multiple	1	100.103.619.00	.00	493.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
04/21	04/30/2021	26802	125	Canon Solutions America	26550033	10	400.400.601.00	.00	479.64
04/21	04/30/2021	26803	189	CIS Trust	MAY 2021	22	400.400.594.00	.00	13,987.90
04/21	04/30/2021	26804	860	City Sweepers, LLC	27811	1	200.200.614.40	.00	693.02
04/21	04/30/2021	26805	1587	Claudio Navarro	2021 PICTU	11	400.400.601.00	.00	448.00
04/21	04/30/2021	26806	519	Comcast Cable - internet	8778105130	11	400.400.705.30	.00	143.35
04/21	04/30/2021	26807	235	DEQ	WW OPERA	1	400.400.706.00	.00	400.00
04/21	04/30/2021	26808	193	DMV	TITLE	5	400.400.614.00	.00	98.00
04/21	04/30/2021	26809	789	Edge Analytical	Multiple	1	300.300.751.00	.00	237.80
04/21	04/30/2021	26810	543	Ferrellgas	1115429679	10	400.400.600.10	.00	378.33
04/21	04/30/2021	26811	542	Grainger	9860201483	1	300.300.616.00	.00	845.36
04/21	04/30/2021	26812	814	Homeward Bound Pets Adoption	2020-2021 D	1	500.500.752.20	.00	1,500.00
04/21	04/30/2021	26813	121	McMinnville Water & Light	67508 0521	1	300.300.600.00	.00	274.01
04/21	04/30/2021	26814	1514	MidAmerica Books	531756	1	100.104.715.00	.00	189.50
04/21	04/30/2021	26815	109	News Register	120390	10	400.400.705.00	.00	187.93
04/21	04/30/2021	26816	110	Northwest Logging Supply	301817	6	400.400.617.00	.00	424.87
04/21	04/30/2021	26817	871	Office Depot, Inc	Multiple	10	400.400.601.00	.00	182.43
04/21	04/30/2021	26818	256	Oregon Dept of Revenue	PR 0430202	1	100.000.212.00	.00	3,132.47
04/21	04/30/2021	26819	103	PGE	2901721000	1	300.300.600.00	.00	647.33
04/21	04/30/2021	26820	213	Pitney Bowes Purchase Power	POSTAGE R	10	400.400.601.10	.00	1,210.50
04/21	04/30/2021	26821	621	Portland Engineering, Inc	Multiple	3	400.400.705.10	.00	8,029.97
04/21	04/30/2021	26822	1463	Quadient Leasing USA, Inc	N8844364	10	400.400.601.10	.00	413.97
04/21	04/30/2021	26823	119	Sprint	414585229-2	10	400.400.602.00	.00	558.88
04/21	04/30/2021	26824	1789	Tammy Branum	DEPOSIT RE	2	400.400.750.00	.00	53.39
04/21	04/30/2021	26825	171	Terminix Processing Center	407140802	1	100.100.707.30	.00	75.00
04/21	04/30/2021	26826	937	United Site Services	Multiple	1	100.103.619.00	.00	856.39
04/21	04/30/2021	26827	117	YCOM	FY21-11-DAY	1	101.101.770.00	.00	2,777.42
Grand Totals:								.00	222,021.44

**City of Dayton**  
**Budget vs Actual for FY 2020-2021**  
as of March 31,2021

	07/20-06/21 Cur YTD Actual	2020-2021 Cur Year Budget	YTD % of Budget	2019-20 Pri Year Actual
<b>GENERAL FUND</b>				
<b>Revenue</b>	<b>1,154,534</b>	<b>741,983</b>	<b>155.6%</b>	<b>1,167,792</b>
<b>Admin</b>				
Personnel Services				
Salaries	45,727	60,900	75.1%	57,496
Benefits	24,409	36,967	66.0%	25,441
Material and Services	121,436	68,160	178.2%	76,864
Capital Outlay	-2,228	7,000	-31.8%	20,210
<b>Total Administration</b>	<b>189,344</b>	<b>173,027</b>	<b>109.4%</b>	<b>180,011</b>
<b>Parks</b>				
Personnel Services				
Salaries	51,168	70,961	72.1%	60,835
Benefits	28,452	43,075	66.1%	23,331
Material and Services	35,173	40,940	85.9%	33,199
Capital Outlay	-283	13,500	-2.1%	3,937
<b>Total Parks</b>	<b>114,509</b>	<b>168,476</b>	<b>68.0%</b>	<b>121,302</b>
<b>Library</b>				
Personnel Services				
Salaries	30,795	41,723	73.8%	37,474
Benefits	16,730	25,328	66.1%	20,091
Material and Services	15,201	30,625	49.6%	19,295
Capital Outlay	-1,177	2,000	-58.8%	5,472
<b>Total Library</b>	<b>61,550</b>	<b>99,676</b>	<b>61.7%</b>	<b>82,333</b>
<b>Planning</b>				
Personnel Services				
Salaries	17,136	23,486	73.0%	19,731
Benefits	9,408	14,257	66.0%	10,759
Material and Services	32,507	57,835	56.2%	35,378
Capital Outlay	-624	750	-15.6%	574
<b>Total Planning</b>	<b>58,426</b>	<b>96,328</b>	<b>60.7%</b>	<b>66,442</b>
<b>Building</b>				
Personnel Services				
Salaries	13,582	20,048	67.7%	17,818
Benefits	8,035	12,169	66.0%	10,164
Material and Services	27,872	64,151	43.4%	30,854
Capital Outlay	-624	750	-15.6%	574
<b>Total Building</b>	<b>48,865</b>	<b>97,118</b>	<b>50.3%</b>	<b>59,410</b>
Transfers	0	25,000	0.0%	153,302
Contingency	0	0	0.0%	0
Unappropriated Ending Fund Balance	0	82,358	0.0%	245,000
<b>Total Fund 100 Revenue</b>	<b>1,154,534</b>	<b>741,983</b>	<b>155.6%</b>	<b>1,167,792</b>
<b>Total Fund 100 Expenses</b>	<b>472,694</b>	<b>741,983</b>	<b>63.7%</b>	<b>907,799</b>
<b>General Fund Balance</b>	<b>681,840</b>			<b>259,993</b>

City of Dayton  
Budget vs Actual for FY 2020-2021  
as of March 31,2021

	07/20-06/21 Cur YTD Actual	2020-2021 Cur Year Budget	YTD % of Budget	2019-20 Pri Year Actual
<b>LOCAL OPTION TAX</b>				
Revenue	<b>395,063</b>	<b>333,484</b>	<b>118.5%</b>	<b>446,694</b>
Personnel Services				
Salaries	25,598	37,893	67.6%	32,769
Benefits	15,178	23,001	66.0%	22,201
Material and Services	181,679	244,525	74.3%	243,354
Capital Outlay	-1,058	2,000	-52.9%	2,444
<b>Total</b>	<b>221,397</b>	<b>307,419</b>	<b>72.0%</b>	<b>300,768</b>
Contingency	0	26,065	0.0%	0
<b>Total Fund 101 Revenue</b>	<b>395,063</b>	<b>333,484</b>	<b>118.5%</b>	<b>446,694</b>
<b>Total Fund 101 Expenses</b>	<b>221,397</b>	<b>333,484</b>	<b>66.4%</b>	<b>300,768</b>
<b>Local Option Tax Fund Balance</b>	<b>173,666</b>			<b>145,925</b>
<b>Transient Lodging Fund</b>				
Revenue	<b>303,144</b>	<b>296,613</b>	<b>102.2%</b>	<b>255,665</b>
Material and Services	1,392	2,410	21.6%	747
Capital Outlay	0	0	0.0%	0
<b>Total</b>	<b>1,392</b>	<b>2,410</b>	<b>57.8%</b>	<b>747</b>
Transfers	0	0	0.0%	10,000
Contingency	0	224,203	0.0%	0
Unappropriated Ending Fund Balance	0	70,000	179.5%	0
<b>Total Fund 105 Revenue</b>	<b>303,144</b>	<b>296,613</b>	<b>102.2%</b>	<b>255,665</b>
<b>Total Fund 105 Expenses</b>	<b>1,392</b>	<b>296,613</b>	<b>0.5%</b>	<b>10,747</b>
<b>Transient Lodging Fund Balance</b>	<b>301,752</b>			<b>244,918</b>
<b>Street Fund</b>				
Revenue	<b>307,809</b>	<b>278,450</b>	<b>110.5%</b>	<b>340,920</b>
Personnel Services				
Salaries	24,136	34,611	69.7%	30,360
Benefits	13,883	21,009	66.1%	19,408
Material and Services	46,457	86,768	53.5%	61,249
Capital Outlay	-511	6,500	-7.9%	1,453
<b>Total</b>	<b>83,964</b>	<b>148,888</b>	<b>56.4%</b>	<b>112,470</b>
Transfers	0	40,000	0.0%	0
Contingency	0	89,562	0.0%	0
<b>Total Fund 200 Revenue</b>	<b>307,809</b>	<b>278,450</b>	<b>110.5%</b>	<b>340,920</b>
<b>Total Fund 200 Expenses</b>	<b>83,964</b>	<b>278,450</b>	<b>30.2%</b>	<b>112,470</b>
<b>Street Fund Balance</b>	<b>223,846</b>			<b>228,451</b>

**City of Dayton**  
**Budget vs Actual for FY 2020-2021**  
**as of March 31,2021**

	07/20-06/21 Cur YTD Actual	2020-2021 Cur Year Budget	YTD % of Budget	2019-20 Pri Year Actual
<b>Water Fund</b>				
<b>Revenue</b>	<b>1,331,435</b>	<b>1,318,329</b>	<b>101.0%</b>	<b>1,655,366</b>
Personnel Services				
Salaries	106,399	152,006	70.0%	120,590
Benefits	60,920	92,270	66.0%	72,043
Material and Services	108,472	293,385	37.0%	189,737
Capital Outlay	-3,137	10,500	-29.9%	6,394
<b>Total</b>	<b>272,655</b>	<b>548,161</b>	<b>49.7%</b>	<b>388,764</b>
<b>Water Treatment Facility</b>				
Personnel Services				
Salaries	32,151	50,472	63.7%	37,160
Benefits	20,239	30,636	66.1%	24,460
Material and Services	57,247	112,101	51.1%	88,815
Capital Outlay	-17	1,500	-1.1%	502
<b>Total</b>	<b>109,620</b>	<b>194,709</b>	<b>56.3%</b>	<b>150,937</b>
Transfers	0	425,000	0.0%	490,000
Contingency	0	50,000	0.0%	0
Unappropriated Ending Fund Balance	0	100,459	0.0%	0
<b>Total Fund 300 Revenue</b>	<b>1,331,435</b>	<b>1,318,329</b>	<b>101.0%</b>	<b>1,655,366</b>
<b>Total Fund 300 Expenses</b>	<b>382,275</b>	<b>1,318,329</b>	<b>29.0%</b>	<b>1,029,700</b>
<b>Water Fund Balance</b>	<b>949,161</b>			<b>625,666</b>
<b>Sewer Fund</b>				
<b>Revenue</b>	<b>791,539</b>	<b>797,619</b>	<b>99.2%</b>	<b>831,639</b>
Personnel Services				
Salaries	100,421	142,249	70.6%	117,935
Benefits	57,005	86,346	66.0%	69,309
Material and Services	90,240	213,725	42.2%	114,286
Capital Outlay	-3,321	59,000	-5.6%	8,658
<b>Total</b>	<b>244,344</b>	<b>501,320</b>	<b>48.7%</b>	<b>310,188</b>
Contingency	0	296,299	0.0%	113,000
<b>Total Fund 400 Revenue</b>	<b>791,539</b>	<b>797,619</b>	<b>99.2%</b>	<b>831,639</b>
<b>Total Fund 400 Expenses</b>	<b>244,344</b>	<b>797,619</b>	<b>30.6%</b>	<b>423,188</b>
<b>Sewer Fund Balance</b>	<b>547,195</b>			<b>408,451</b>
<b>State Revenue Sharing</b>				
<b>Revenue</b>	<b>50,510</b>	<b>50,940</b>	<b>99.2%</b>	<b>182,089</b>
Material and Services	12,339	46,940	26.3%	156,934
Capital Outlay	376	4,000	9.4%	1,536
<b>Total</b>	<b>12,715</b>	<b>50,940</b>	<b>25.0%</b>	<b>158,470</b>
<b>Total Fund 500 Revenue</b>	<b>50,510</b>	<b>50,940</b>	<b>99.2%</b>	<b>182,089</b>
<b>Total Fund 500 Expenses</b>	<b>12,715</b>	<b>50,940</b>	<b>25.0%</b>	<b>158,470</b>
<b>State Revenue Sharing Fund Balance</b>	<b>37,795</b>			<b>23,619</b>

City of Dayton  
Budget vs Actual for FY 2020-2021  
as of March 31,2021

	07/20-06/21 Cur YTD Actual	2020-2021 Cur Year Budget	YTD % of Budget	2019-20 Pri Year Actual
<b>Water Utility Capital</b>				
Revenue	226,246	411,501	55.0%	499,400
Material and Services	0	0	0.0%	0
Capital Outlay	244,674	411,501	59.5%	313,502
<b>Total</b>	<b>244,674</b>	<b>411,501</b>	<b>59.5%</b>	<b>313,502</b>
<b>Total Fund 600 Revenue</b>	<b>226,246</b>	<b>411,501</b>	<b>55.0%</b>	<b>499,400</b>
<b>Total Fund 600 Expenses</b>	<b>244,674</b>	<b>411,501</b>	<b>59.5%</b>	<b>313,502</b>
<b>Water Utility Capital Fund Balance</b>	<b>-18,428</b>			<b>185,898</b>
<b>Sewer Utility Capital</b>				
Revenue	363,237	1,236,604	29.4%	3,699,618
Material and Services	0	0	0.0%	0
Capital Outlay	92,515	1,095,000	8.4%	3,500,531
Contingency	0	41,604	8.4%	0
Unappropriated	0	100,000	0.0%	0
<b>Total</b>	<b>92,515</b>	<b>1,236,604</b>	<b>7.5%</b>	<b>3,500,531</b>
<b>Total Fund 700 Revenue</b>	<b>363,237</b>	<b>1,236,604</b>	<b>29.4%</b>	<b>3,699,618</b>
<b>Total Fund 700 Expenses</b>	<b>92,515</b>	<b>1,236,604</b>	<b>7.5%</b>	<b>3,500,531</b>
<b>Sewer Utility Capital Fund Balance</b>	<b>270,723</b>			<b>199,086</b>
<b>Equipment Replacement Reserve Fund</b>				
Revenue	57,312	97,483	58.8%	57,066
Capital Outlay	26,577	45,000	59.1%	0
Contingency	0	52,483	0.0%	0
<b>Total</b>	<b>26,577</b>	<b>97,483</b>	<b>27.3%</b>	<b>0</b>
<b>Total Fund 750 Revenue</b>	<b>57,312</b>	<b>97,483</b>	<b>58.8%</b>	<b>57,066</b>
<b>Total Fund 750 Expenses</b>	<b>26,577</b>	<b>97,483</b>	<b>27.3%</b>	<b>0</b>
<b>Equipment Utility Capital Fund Balance</b>	<b>30,735</b>			<b>57,066</b>
<b>Building Reserve Fund</b>				
Revenue	170,547	196,946	86.6%	180,456
Capital Outlay	2,704	20,000	0.0%	10,676
Contingency	0	76,946	0.0%	0
Unappropriated	0	100,000	0.0%	0
<b>Total</b>	<b>2,704</b>	<b>196,946</b>	<b>0.0%</b>	<b>10,676</b>
<b>Total Fund 760 Revenue</b>	<b>170,547</b>	<b>196,946</b>	<b>86.6%</b>	<b>180,456</b>
<b>Total Fund 760 Expenses</b>	<b>2,704</b>	<b>196,946</b>	<b>0.0%</b>	<b>10,676</b>
<b>Building Reserve Capital Fund Balance</b>	<b>167,843</b>			<b>169,780</b>
<b>Streets Capital Projects Fund</b>				
Revenue	436,686	460,843	94.8%	281,752
Material and Services	0	0	0.0%	0
Capital Outlay	305,493	435,843	70.1%	6,422
Contingency	0	25,000	0.0%	0
<b>Total</b>	<b>305,493</b>	<b>460,843</b>	<b>66.3%</b>	<b>6,422</b>
<b>Total Fund 770 Revenue</b>	<b>436,686</b>	<b>460,843</b>	<b>94.8%</b>	<b>281,752</b>
<b>Total Fund 770 Expenses</b>	<b>305,493</b>	<b>460,843</b>	<b>66.3%</b>	<b>6,422</b>
<b>Street Capital Fund Balance</b>	<b>131,192</b>			<b>275,330</b>

**City of Dayton**  
**Budget vs Actual for FY 2020-2021**  
**as of March 31,2021**

	<b>07/20-06/21</b>	<b>2020-2021</b>	<b>YTD</b>	<b>2019-20</b>
	<b>Cur YTD</b>	<b>Cur Year</b>	<b>% of</b>	<b>Pri Year</b>
	<b>Actual</b>	<b>Budget</b>	<b>Budget</b>	<b>Actual</b>
<b>Park Capital Projects</b>				
<b>Revenue</b>	<b>61,449</b>	<b>56,682</b>	<b>108.4%</b>	<b>59,342</b>
Material and Services	0	0	0.0%	0
Capital Outlay	0	35,000	0.0%	0
Contingency	0	21,682	0.0%	0
<b>Total</b>	<b>0</b>	<b>56,682</b>	<b>147.0%</b>	<b>0</b>
<b>Total Fund 780 Revenue</b>	<b>61,449</b>	<b>56,682</b>	<b>108.4%</b>	<b>59,342</b>
<b>Total Fund 780 Expenses</b>	<b>0</b>	<b>56,682</b>	<b>0.0%</b>	<b>0</b>
<b>Park Capital Fund Balance</b>	<b>61,449</b>			<b>59,342</b>

<b>Debt Service</b>				
<b>Revenue</b>	<b>316,424</b>	<b>566,912</b>	<b>55.8%</b>	<b>2,767,784</b>
Material and Services	243,211	286,336	84.9%	2,475,993
Reserve for MPS FSTS USDA Loan	0	82,248	0.0%	0
Reserve for Lafayette Loan Payoff	0	23,625	0.0%	0
<b>Total</b>	<b>243,211</b>	<b>392,209</b>	<b>62.0%</b>	<b>2,475,993</b>
Unappropriated Ending Fund Balance	0	174,703	0.0%	0
<b>Total Fund 850 Revenue</b>	<b>316,424</b>	<b>566,912</b>	<b>55.8%</b>	<b>2,767,784</b>
<b>Total Fund 850 Expenses</b>	<b>243,211</b>	<b>566,912</b>	<b>42.9%</b>	<b>2,475,993</b>
<b>Debt Service Capital Fund Balance</b>	<b>73,212</b>			<b>291,791</b>

**Total Balance for the year**

<b>Note:75% of the fiscal year has elapsed.</b>
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# STAFF REPORT

TO: Honorable Mayor and City Councilors  
 Through: Rochelle Roaden, City Manager  
 From: Isaac Sullens, Code Enforcement Officer  
 Subject: Code Enforcement Activities Report April 2021  
 Date: April 30, 2021

Type of Violation	April 2021	March 2021	February 2021	January 2020	October 2020
Animals	4	2	2	3	3
Building	0	1	0	1	1
Burning	0	0	0	0	0
Clear vision	1	1	0	0	0
Encroachment	0	0	0	0	0
Junk	3	5	0	3	3
Noise	1	1	0	5	5
Noxious Vegetation	4	0	0	0	0
Parking	16	3	2	3	3
Attractive Nuisance	0	0	0	0	0
Posting	2	2	1	10	10
RV - Camping	3	3	0	0	0
Sidewalks	3	0	0	0	0
Towed	0	1	1	0	0
Land Use	1	0	0	4	4
Citations Issued	0	1	0	0	0
Right-of-Way	4	14	1	16	16
Other	0	2	0	0	0
<b>TOTAL</b>	<b>42</b>	<b>36</b>	<b>7</b>	<b>45</b>	<b>45</b>

Please Note: The monthly statistics are calculated from the Dayton City app, phone calls, emails, written notes, in person and code compliance officer observation.

# STAFF REPORT

TO: Honorable Mayor and City Councilors  
 Through: Rochelle Roaden, City Manager  
 From: Isaac Sullens, Code Enforcement Officer  
 Subject: Code Enforcement Activities Report May 2021  
 Date: June 1, 2021

Type of Violation	May 2021	April 2021	March 2021	February 2021	January 2020
Animals	3	4	2	2	3
Building	1	0	1	0	1
Burning	0	0	0	0	0
Clear vision	0	1	1	0	0
Encroachment	1	0	0	0	0
Junk	3	3	5	0	3
Noise	3	1	1	0	5
Noxious Vegetation	3	4	0	0	0
Parking	27	16	3	2	3
Attractive Nuisance	0	0	0	0	0
Posting	1	2	2	1	10
RV - Camping	0	3	3	0	0
Sidewalks	2	3	0	0	0
Towed	1	0	1	1	0
Land Use	0	1	0	0	4
Citations Issued	0	0	1	0	0
Right-of-Way	13	4	14	1	16
Other	3	0	2	0	0
<b>TOTAL</b>	<b>61</b>	<b>42</b>	<b>36</b>	<b>7</b>	<b>45</b>

Please Note: The monthly statistics are calculated from the Dayton City app, phone calls, emails, written notes, in person and code compliance officer observation.



**Yamhill County Sheriff's Office  
Crime Summary for DAYTON  
From 4/1/2021 to 4/30/2021**

City	UCR Description	4/1/2020 to 4/30/2020	4/1/2021 to 4/30/2021	Percentage Change	YTD	Prior Year
<b>DAYTON</b>						
Part 1						
	Aggravated Assault	1	0		3	3
	Arson	1	0			1
	Burglary-Business	1	0			5
	Burglary-Non-Residence	0	0		1	5
	Burglary-Residence	2	0			2
	Larceny	2	2		9	45
	Motor Vehicle Theft-Auto	0	0		1	6
	Rape	0	0		1	1
	Robbery	0	1		1	1
	<b>Part 1 Total</b>	<b>7</b>	<b>3</b>	<b>-57.14 %</b>	<b>16</b>	<b>69</b>
Part 2						
	All Other	0	1		3	12
	Animal Problems	0	0			1
	Disorderly Conduct	2	1	-50.00 %	2	5
	Drug Laws	0	1		2	12
	DUII	2	0		2	12
	Forgery	0	0		1	3
	Fraud	0	0			4
	Liquor Laws	0	0			1
	Runaway	0	0			4
	Sex Offenses	0	0		3	2
	Simple Assault	2	1	-50.00 %	6	22
	Stolen Property	0	2		3	5
	Trespass/Prowler	3	0		7	17
	Vandalism	4	0		4	18
	Weapons	0	0		1	5
	<b>Part 2 Total</b>	<b>13</b>	<b>6</b>	<b>-53.85 %</b>	<b>34</b>	<b>123</b>
	<b>Total For DAYTON</b>	<b>28</b>	<b>25</b>	<b>-10.71 %</b>	<b>103</b>	<b>377</b>

Report run date: 5/3/2021



**Yamhill County Sheriff's Office  
Crime Summary for DAYTON  
From 4/1/2021 to 4/30/2021**

City	UCR Description	4/1/2020 to 4/30/2020	4/1/2021 to 4/30/2021	Percentage Change	YTD	Prior Year
DAYTON						
Part 3						
	All Other	1	6	500.00 %	21	57
	Non-Reportable Offenses	7	10	42.86 %	32	128
	Part 3 Total	8	16	100.00 %	53	185
	<b>Total For DAYTON</b>	28	25	-10.71 %	103	377



**Yamhill County Sheriff's Office  
Crime Summary for DAYTON  
From 5/1/2021 to 5/31/2021**

City	UCR Description	5/1/2020 to 5/31/2020	5/1/2021 to 5/31/2021	Percentage Change	YTD	Prior Year
<b>DAYTON</b>						
Part 1						
	Aggravated Assault	0	0		3	3
	Arson	0	0			1
	Burglary-Business	0	0			5
	Burglary-Non-Residence	1	1		2	5
	Burglary-Residence	0	1		1	2
	Larceny	2	4	100.00 %	16	45
	Motor Vehicle Theft-Auto	1	1		2	6
	Rape	0	0		1	1
	Robbery	0	0		1	1
	<b>Part 1 Total</b>	<b>4</b>	<b>7</b>	<b>75.00 %</b>	<b>26</b>	<b>69</b>
Part 2						
	All Other	0	3		6	12
	Animal Problems	0	0			1
	Disorderly Conduct	1	1		3	5
	Drug Laws	2	0		3	12
	DUII	2	1	-50.00 %	3	12
	Forgery	1	0		1	3
	Fraud	0	0			4
	Liquor Laws	0	0			1
	Runaway	0	0			4
	Sex Offenses	0	1		4	2
	Simple Assault	2	1	-50.00 %	7	22
	Stolen Property	0	1		4	5
	Trespass/Prowler	1	3	200.00 %	11	17
	Vandalism	3	3		7	18
	Weapons	1	0		1	5
	<b>Part 2 Total</b>	<b>13</b>	<b>14</b>	<b>7.69 %</b>	<b>50</b>	<b>123</b>
	<b>Total For DAYTON</b>	<b>31</b>	<b>28</b>	<b>-9.68 %</b>	<b>140</b>	<b>377</b>

Report run date: 6/1/2021



**Yamhill County Sheriff's Office  
Crime Summary for DAYTON  
From 5/1/2021 to 5/31/2021**

City	UCR Description	5/1/2020 to 5/31/2020	5/1/2021 to 5/31/2021	Percentage Change	YTD	Prior Year
DAYTON						
Part 3						
	All Other	5	4	-20.00 %	26	57
	Non-Reportable Offenses	9	3	-66.67 %	38	128
	Part 3 Total	14	7	-50.00 %	64	185
	<b>Total For DAYTON</b>	31	28	-9.68 %	140	377

**TO: MAYOR WYTOSKI AND CITY COUNCIL MEMBERS**

**THROUGH: ROCHELLE ROADEN, CITY MANAGER**

**FROM: CYNDI PARK, LIBRARY DIRECTOR**

**SUBJECT: LIBRARY ACTIVITIES REPORT APRIL 2021**



Pick up of library items has increased enough that we are now offering it every day of the week. Curently, due to our return to “High” risk COVID status, holds are are contact-free. Very soon we’re moving to have holds available 24 hours a day!

Two banks of lockers will be installed outside of City Hall to allow patrons to pick their items up at their leisure. The locks are programmable and the combinations will be emailed to the patrons when their orders are processed. When we reopen, holds will be available inside as well, but it looks like the demand for low and no contact services will be a part of our standard procedures moving forward.



Summer Reading Program goodies are starting to come in! This summer is looking like it will not be a “normal” summer yet again, but we will still have a Summer Reading Program. Our theme this summer is “Reading Colors Your World / Leer da color a tu mundo.” Our goal this summer is to once again make an effort to reduce “summer slide” and to have our kids read just for the fun of it. We’re still working out some details with CCRLS now, and hoping for a COVID tipping point where we can have at least one gathering in the park.

**TO: MAYOR WYTOSKI AND CITY COUNCIL MEMBERS**

**THROUGH: ROCHELLE ROADEN, CITY MANAGER**

**FROM: CYNDI PARK, LIBRARY DIRECTOR**

**SUBJECT: LIBRARY ACTIVITIES REPORT MAY 2021**

The library is currently in the process of recruiting candidates for the Library Assistant job. Ideally, the selected candidate will be able to begin around July 1<sup>st</sup> and help out with the Summer Reading Program. If you know anyone that might be interested, please ask them to check out the City's website for more information.

Summer reading will kickoff on June 29<sup>th</sup>. We will have weekly grab and go bags - half STEAM projects in partnership with CCRLS and half provided by the Museum of Natural and Cultural History at the University of Oregon. These bags also come with an online video component and instruction. All bags are in English and Spanish.

We have two live performers scheduled for the summer, and we're hopeful that at least one of the performances will be able to be held in Courthouse Square Park in person. We have bunches of books and prizes to give out, and this year, no registration is required to participate.

We'll be installing another story walk in the park soon. I am applying for a grant that would allow us to purchase more robust structures to hold the book pages to help curtail the theft/vandalism that occurred during the last installment. Fingers crossed! 😊



**TO: MAYOR WYTOSKI AND CITY COUNCIL MEMBERS**

**THROUGH: ROCHELLE ROADEN  
CITY MANAGER**

**FROM: STEPHEN SAGMILLER  
PUBLIC WORKS DIRECTOR**

**SUBJECT: PUBLIC WORKS ACTIVITIES REPORT APRIL 2021**

**Water:**

Regulatory Samples bi weekly  
Valve exercising  
Breyman tank inspection  
Clean strippers at wells  
Repair well 2  
Install computers at treatment plant  
Treatment plant maintenance  
Daily rounds  
Work orders  
Locates  
Meter reading  
Turn ons / turn offs  
Water Report to Lafayette  
Water report to State  
Emergency shut offs (various)  
Receive chemicals at Treatment Plant  
Check chlorine feed daily

**Wastewater:**

Regulatory Samples bi weekly  
Adjust flows at lagoons  
Mow at lagoons  
Daily Rounds  
Check operation of lift stations daily  
Locates  
DMR to DEQ

**Parks:**

Dump garbage all parks  
Mow and edge at CH Square  
Mow at AS Park  
Mow at Alderman Park  
Mow at Cemetery

Replace sprinkler heads

**Facilities:**

Fire extinguisher checks  
Bark chip Community Center  
Mow and weed at Community Center  
Fix hot water tank library

**Storm water:**

Locates  
Clean storm drains

**Streets:**

Street sweeping  
Dump garbage on Ferry  
Clear and bark chip entry signs  
Pave by cemetery

**Misc:**

Wash trucks

**TO: MAYOR WYTOSKI AND CITY COUNCIL MEMBERS**

**THROUGH: ROCHELLE ROADEN  
CITY MANAGER**

**FROM: STEPHEN SAGMILLER  
PUBLIC WORKS DIRECTOR**

**SUBJECT: PUBLIC WORKS ACTIVITIES REPORT MAY 2021**

**Water:**

Well repair at wellfield  
Regulatory Samples bi weekly  
Locates  
Water service line repair  
Treatment plant maintenance  
Daily rounds  
Work orders  
Locates  
Meter reading  
Turn ons / turn offs  
Water Report to Lafayette  
Water report to State  
Emergency shut offs (various)  
Receive chemicals at Treatment Plant  
Check chlorine feed daily

**Wastewater:**

Regulatory Samples bi weekly  
Daily Rounds  
Check operation of lift stations daily  
Locates  
DMR to DEQ

**Parks:**

Dump garbage all parks  
Install hanging baskets at CH Sq  
Mow at CH Square  
Mow at AS Park  
Mow at Alderman Park  
Mow at Cemetery

**Facilities:**

Fire extinguisher checks  
Replace lights Annex

**Storm water:**

Locates

**Streets:**

Street sweeping  
Dump garbage on Ferry

**Misc:**

Prep aerators for lagoons

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Usage	98,347	0	0	1	53,512	589,843	741,703
<b>Description</b>	<b>Commercial</b>	<b>Hydrant</b>	<b>None</b>	<b>Other</b>	<b>Public</b>	<b>Residential</b>	<b>Totals</b>
Water Amount	7,346.79	-	-	-	4,494.57	56,641.33	68,482.69
Sewer Amount	3,495.29	-	-	-	1,821.91	37,968.90	43,286.10
Misc Amount	-	-	-	-	-	-	-
Backflow Amount	-	-	-	-	-	20.00	20.00
NSFCheck Amount	-	-	-	-	-	50.00	50.00
Late Chrg Amount	-	-	-	-	-	.92	.92
<b>Total Charges:</b>	<b>10,842.08</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,316.48</b>	<b>94,681.15</b>	<b>111,839.71</b>

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Previous Balance	11,055.05	-	-	100.00	6,747.19	133,989.82	151,892.06
Payments	9,999.71-	-	-	40.00-	6,858.58-	83,082.96-	99,981.25-
Contract Adjustments	-	-	-	-	-	-	-
Assistance Applied	-	-	-	-	-	-	-
Deposits Applied	-	-	-	-	-	441.59-	441.59-
Interest Applied	-	-	-	-	-	-	-
Balance Transfers	-	-	-	-	-	-	-
Balance Write-offs	-	-	-	-	-	-	-
Reallocations	-	-	-	-	-	-	-
<b>Total Charges</b>	<b>10,842.08</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,316.48</b>	<b>94,681.15</b>	<b>111,839.71</b>
<b>Current Balance:</b>	<b>11,897.42</b>	<b>-</b>	<b>-</b>	<b>60.00</b>	<b>6,205.09</b>	<b>145,146.42</b>	<b>163,308.93</b>

Year To Date: 07/01/2020 - 04/30/2021

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Usage	1,205,821	1,700	0	1	460,801	6,909,859	8,578,182

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Amount	81,461.61	171.03	-	-	39,559.39	588,134.68	709,326.71
Sewer Amount	34,865.22	-	-	-	16,349.68	377,060.01	428,274.91
Misc Amount	-	-	-	-	-	125.00	125.00
Backflow Amount	500.00	-	-	100.00	620.00	2,280.00	3,500.00
NSFCheck Amount	-	-	-	-	-	125.00	125.00
Late Chrg Amount	-	-	-	-	-	9.20	9.20
<b>Total Charges:</b>	<b>116,826.83</b>	<b>171.03</b>	<b>-</b>	<b>100.00</b>	<b>56,529.07</b>	<b>967,733.89</b>	<b>1,141,360.82</b>

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Previous Balance	11,161.98	50.00	-	-	4,912.22	120,814.45	136,938.65
Payments	116,091.39-	121.03-	-	40.00-	55,236.20-	938,788.62-	1,110,277.24-
Contract Adjustments	-	-	-	-	-	-	-
Assistance Applied	-	-	-	-	-	-	-
Deposits Applied	-	100.00-	-	-	-	4,611.93-	4,711.93-

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Interest Applied	-	-	-	-	-	-	-
Balance Transfers	-	-	-	-	-	-	-
Balance Write-offs	-	-	-	-	-	1.37-	1.37-
Reallocations	-	-	-	-	-	-	-
Total Charges	116,826.83	171.03	-	100.00	56,529.07	967,733.89	1,141,360.82
Current Balance:	11,897.42	-	-	60.00	6,205.09	145,146.42	163,308.93

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Usage	99,480	0	0	0	36,001	702,823	838,304

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Amount	7,231.59	-	-	-	3,316.88	58,983.36	69,531.83
Sewer Amount	3,496.72	-	-	-	1,821.91	38,010.42	43,329.05
Misc Amount	-	-	-	-	-	-	-
Backflow Amount	-	-	-	-	-	-	-
NSFCheck Amount	-	-	-	-	-	50.00	50.00
Late Charg Amount	-	-	-	-	-	.92	.92
<b>Total Charges:</b>	<b>10,728.31</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,138.79</b>	<b>97,044.70</b>	<b>112,911.80</b>

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Previous Balance	11,776.40	-	-	60.00	6,205.09	137,485.76	155,527.25
Payments	10,314.35-	-	-	-	6,205.09-	80,520.65-	97,040.09-
Contract Adjustments	-	-	-	-	-	-	-
Assistance Applied	-	-	-	-	-	-	-
Deposits Applied	-	-	-	-	-	493.36-	493.36-
Interest Applied	-	-	-	-	-	-	-
Balance Transfers	-	-	-	-	-	-	-
Balance Write-offs	-	-	-	-	-	-	-
Reallocations	-	-	-	-	-	-	-
<b>Total Charges</b>	<b>10,728.31</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,138.79</b>	<b>97,044.70</b>	<b>112,911.80</b>
<b>Current Balance:</b>	<b>12,190.36</b>	<b>-</b>	<b>-</b>	<b>60.00</b>	<b>5,138.79</b>	<b>153,516.45</b>	<b>170,905.60</b>

Year To Date: 07/01/2020 - 05/31/2021

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Usage	1,305,301	1,700	0	1	496,802	7,612,683	9,416,487

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Amount	88,693.20	171.03	-	-	42,876.27	647,123.96	778,864.46
Sewer Amount	38,361.94	-	-	-	18,171.59	415,074.91	471,608.44
Misc Amount	-	-	-	-	-	125.00	125.00
Backflow Amount	500.00	-	-	100.00	620.00	2,280.00	3,500.00
NSFCheck Amount	-	-	-	-	-	175.00	175.00
Late Charg Amount	-	-	-	-	-	10.12	10.12
<b>Total Charges:</b>	<b>127,555.14</b>	<b>171.03</b>	<b>-</b>	<b>100.00</b>	<b>61,667.86</b>	<b>1,064,788.99</b>	<b>1,254,283.02</b>

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Previous Balance	11,161.98	50.00	-	-	4,912.22	120,814.45	136,938.65
Payments	126,526.76-	121.03-	-	40.00-	61,441.29-	1,026,883.72-	1,215,012.80-
Contract Adjustments	-	-	-	-	-	-	-
Assistance Applied	-	-	-	-	-	-	-
Deposits Applied	-	100.00-	-	-	-	5,201.90-	5,301.90-

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Interest Applied	-	-	-	-	-	-	-
Balance Transfers	-	-	-	-	-	-	-
Balance Write-offs	-	-	-	-	-	1.37-	1.37-
Reallocations	-	-	-	-	-	-	-
Total Charges	127,555.14	171.03	-	100.00	61,667.86	1,064,788.99	1,254,283.02
Current Balance:	12,190.36	-	-	60.00	5,138.79	153,516.45	170,905.60

Wellfield Production and Distribution 2021

	Well 1	Well 2	Well 3	Well 4	Well 5	Total	Treatment Plant Inflow	Backwash	Lafayette Distribution	Dayton Distribution	Lafayette Percentage	Dayton Percentage	L + D	Diff Between Well Total and Distribution
Jan	1,072,000	698,000	806,000	946,000	911,000	4,433,000	4,857,000	180,000	2,090,000	2,740,000	43%	57%	4,830,000	-397,000
Feb	1,326,000	758,000	1,242,000	1,336,000	1,394,000	6,056,000	6,413,000	210,000	2,682,000	2,327,000	54%	46%	5,009,000	1,047,000
Mar	1,756,000	892,000	1,755,000	1,755,000	1,855,000	8,013,000	8,229,000	217,000	5,298,000	1,984,000	73%	27%	7,282,000	731,000
Apr	2,001,000	805,000	1,885,000	2,025,000	1,663,000	8,379,000	9,269,000	294,000	5,813,000	2,171,000	73%	27%	7,984,000	395,000
May	1,541,000	260,000	1,753,000	2,043,000	1,672,000	7,269,000	7,849,000	254,000	3,986,000	2,879,000	58%	42%	6,865,000	404,000
Jun						0					#DIV/0!	#DIV/0!	0	0
Jul						0					#DIV/0!	#DIV/0!	0	0
Aug						0					#DIV/0!	#DIV/0!	0	0
Sep						0					#DIV/0!	#DIV/0!	0	0
Oct						0					#DIV/0!	#DIV/0!	0	0
Nov						0					#DIV/0!	#DIV/0!	0	0
Dec						0					#DIV/0!	#DIV/0!	0	0
Total	7,696,000	3,413,000	7,441,000	8,105,000	7,495,000	34,150,000	36,617,000	1,215,000	19,869,000	12,101,000	62%	38%	31,970,000	2,180,000

Wellfield Production and Distribution 2020

	Well 1	Well 2	Well 3	Well 4	Well 5	Total	Treatment Plant Inflow	Backwash	Lafayette Distribution	Dayton Distribution	Lafayette Percentage	Dayton Percentage	L + D	Diff Between Well Total and Distribution
Jan	2,212,000	1,352,000	2,504,000	2,571,000	1,781,000	10,420,000	10,777,000	307,000	6,480,000	3,390,000	66%	34%	9,870,000	550,000
Feb	2,605,000	1,392,000	2,727,000	2,727,000	1,795,000	11,246,000	11,503,000	321,000	6,968,000	3,606,000	66%	34%	10,574,000	672,000
Mar	1,869,000	1,346,000	2,856,000	2,858,000	2,736,000	11,665,000	11,087,000	324,000	7,290,000	3,922,000	65%	35%	11,212,000	453,000
Apr	2,105,000	1,542,000	4,197,000	2,229,000	2,424,000	12,497,000	13,705,000	404,000	7,856,000	3,826,000	67%	33%	11,682,000	815,000
May	2,125,000	1,251,000	3,702,000	2,196,000	2,196,000	11,470,000	13,866,000	424,000	8,919,000	2,678,000	77%	23%	11,597,000	-127,000
Jun	1,427,000	1,413,000	1,426,000	1,427,000	1,465,000	7,158,000	9,782,000	315,000	5,093,000	3,859,000	57%	43%	8,952,000	-1,794,000
Jul	1,754,000	1,593,000	1,771,000	1,773,000	1,823,000	8,714,000	11,720,000	344,000	5,027,000	5,027,000	49%	51%	10,182,000	-1,468,000
Aug	1,638,000	892,000	1,902,000	1,902,000	1,945,000	8,279,000	11,106,000	283,000	4,833,000	5,501,000	47%	53%	10,336,000	-2,057,000
Sep	1,109,000	1,177,000	1,359,000	1,359,000	1,387,000	6,391,000	7,421,000	257,000	3,383,000	4,089,000	45%	55%	7,472,000	-1,081,000
Oct	931,000	1,096,000	1,287,000	1,289,000	1,314,000	5,917,000	6,809,000	211,000	3,764,000	2,825,000	57%	43%	6,589,000	-672,000
Nov	1,293,000	1,661,000	2,001,000	1,705,000	1,733,000	8,393,000	9,077,000	304,000	5,943,000	3,071,000	66%	34%	9,014,000	-621,000
Dec	1,127,000	1,462,000	1,711,000	1,437,000	1,433,000	7,170,000	7,184,000	251,000	3,258,000	3,349,000	49%	51%	6,607,000	563,000
Total	20,195,000	16,177,000	27,443,000	23,473,000	22,032,000	109,320,000	124,037,000	3,745,000	68,816,000	45,271,000	60%	40%	114,087,000	-4,767,000

Wellfield Production and Distribution 2019

	Well 1	Well 2	Well 3	Well 4	Well 5	Total	Treatment Plant Inflow	Backwash	Lafayette Distribution	Dayton Distribution	Lafayette Percentage	Dayton Percentage	L + D	Diff Between Well Total and Distribution
Jan	1,894,000	1,827,000	1,894,000	2,144,000	2,037,000	9,796,000	11,148,000	410,000	7,724,000	2,599,000	75%	25%	10,323,000	-527,000
Feb	1,837,000	1,823,000	1,561,000	2,030,000	2,342,000	9,593,000	10,594,000	355,000	8,137,000	1,533,000	84%	16%	9,670,000	-77,000
Mar	1,462,000	1,662,000	1,718,000	2,579,000	2,566,000	9,987,000	11,659,000	852,000	8,527,000	2,081,000	80%	20%	10,608,000	-621,000
Apr	1,928,000	1,327,000	1,424,000	1,926,000	1,966,000	8,571,000	10,486,000	248,000	7,443,000	1,892,000	80%	20%	9,335,000	-764,000
May	2,865,000	1,751,000	1,928,000	2,896,000	2,502,000	11,942,000	13,352,000	307,000	9,118,000	2,299,000	80%	20%	11,417,000	525,000
Jun	2,526,000	1,550,000	1,547,000	2,797,000	1,423,000	9,643,000	10,796,000	240,000	5,615,000	3,256,000	63%	37%	8,871,000	772,000
Jul	1,889,000	891,000	1,583,000	3,004,000	2,425,000	9,792,000	10,794,000	245,000	5,097,000	4,116,000	55%	45%	9,213,000	579,000
Aug	2,045,000	1,817,000	1,630,000	3,288,000	2,926,000	11,706,000	12,452,000	318,000	6,902,000	4,582,000	60%	40%	11,484,000	222,000
Sep	1,786,000	827,000	1,446,000	1,560,000	1,725,000	7,125,000	7,227,000	213,000	4,378,000	3,249,000	57%	43%	7,627,000	-502,000
Oct	1,471,000	829,000	1,540,000	1,582,000	1,701,000	7,123,000	7,752,000	203,000	4,081,000	2,832,000	59%	41%	6,913,000	210,000
Nov	2,232,000	1,219,000	2,315,000	2,166,000	2,239,000	10,171,000	10,961,000	285,000	7,410,000	2,599,000	74%	26%	10,009,000	162,000
Dec	2,249,000	1,257,000	2,247,000	2,411,000	2,282,000	10,446,000	11,611,000	257,000	7,044,000	3,463,000	67%	33%	10,507,000	-61,000
Total	24,184,000	16,580,000	20,833,000	28,383,000	25,915,000	115,895,000	128,832,000	3,336,000	81,476,000	34,501,000	70%	30%	115,977,000	-82,000



Dear Rochelle City Manager,

Training and Education for elected officials is critical to local cities and to our collective efforts with state and federal governments. These events provide information and understanding that keeps all of us moving forward. Some communities lack the resources for their elected officials to attend these important events. We ask your help in making a difference to so many by providing the means for more to attend.

We invite you to join other cities in Oregon, as well as business and private individuals, to contribute to the LOC Foundation to support scholarships for elected officials to attend LOC/OMA conferences, education, and training events, as well as produce educational materials.

The League is the “go-to place for and about cities as a dynamic resource hub for advocacy, education and best practices.” We are all well served when mayors and councilors learn from their peers and gain the information necessary to help their city as well inform state and federal policy makers about the needs of cities.

Please consider donating to assist city officials from throughout Oregon to attend these critical events. Many cities donate in an amount equal to five cents per capita. As you look to your end of the fiscal year budget a gift now will have an impact on elected officials right away.

The LOC Foundation Board will be supporting the following Scholarship Opportunities:

- – Scholarships for attending the Oregon Mayors Association Conference
- – Scholarships for attending the League of Oregon Cities Conference
- – Scholarships for League training workshop attendance
- – Scholarships from the Phil Houk Endowment to attend OMA/LOC events

You can honor a specific elected official by donating in their name. Just submit the name of the individual along with the years of service and cities/counties served. A commemorative certificate will be sent to the official named in the donation, with our thanks for their service. The Foundation also accepts tax-free donations from private parties.

To contribute to the LOC Foundation, please send your check to LOC Foundation, 1201 Court St. NE #200, Salem, OR 97301. Your contributions make a difference.

Thank you for your consideration.

Sincerely,

John McArdle, President LOC Foundation Board